

**EASEMENT AGREEMENT FOR  
UTILITY FACILITIES (ELECTRIC)**

**LEGAL DESCRIPTION PREPARED BY:**

FEHR GRAHAM  
515 Lincoln Highway  
Rochelle, Illinois 61068

RETURN TO:  
DOMINICK L. LANZITO  
Peterson, Johnson & Murray Chicago, LLC  
200 W. Adams, Suite 2125  
Chicago, IL 60606

**KNOW ALL MEN BY THESE PRESENTS, that**

Randy and Deborah Eisele  
7900 S. Mulford Road  
Rochelle, Illinois 61068

(“Grantor”), of the City of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration of the sum of TWO THOUSAND FOUR HUNDRED AND EIGHTY DOLLARS (\$2,480.00) as stated hereinafter, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to:

**the City of Rochelle, an Illinois municipal corporation,**

(“Grantee”), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (including steel electric transmission poles, wires and associated attachments) and fiberoptic facilities (“Facilities”), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 25 feet in width on the east side of said permanent easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement (“Easement”) is more particularly described as follows:

See legal description attached hereto as **Exhibit A.**

PIN: **25-28-400-005.**

Common Address: **7900 South Mulford Road, Rochelle, Illinois 61068.**

Depicted: See attached **Exhibit B & C.**

All situated in the Township of Dement, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for himself and his heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, and assigns and successors in interest, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill, and diligence will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel, or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor, and specifically that no facilities will be placed at a depth that could reasonably interfere with the farming use of the property; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will hold the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon.

In the event of any crop damage at any time as a result of either the initial construction or future maintenance of the facilities, the Grantee agrees that it will compensate the Grantor (or the party farming the property or the owner of the crops, as the case may be) a fair and reasonable amount for the losses sustained from said damage. In addition, in the event that the construction or maintenance of the facilities causes compaction of areas that are used to grow crops, the Grantee agrees to compensate the Grantor (or the party farming the property, as the case may be) an amount equal to 5 years reasonable rent for the affected area. Determination of reasonable rent shall be based on the fair rental value of farmland in the immediate neighborhood of the affected area.

[Signature Page to Follow]

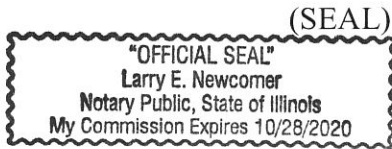
Dated this 27 day of MARCH, 2019.

Deborah J Esill  
Brendy M Esill  
Grantor.s

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF LEE        )

BEFORE ME, the undersigned notary public, on this day personally appeared both, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacities therein set forth, including the release and waiver of the right of homestead rights.

Given under my hand and notarial seal this 27<sup>th</sup> day of MARCH, 2019.



Larry E Newcomer  
NOTARY PUBLIC

THE CITY OF ROCHELLE, AN ILLINOIS  
MUNICIPAL CORPORATION

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF OGLE        )

BEFORE ME, the undersigned notary public, on this day personally appeared Jeffrey A. Fiegenschuh and Sue Messer, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

Prepared by and Return To:

DOMINICK L. LANZITO  
Peterson, Johnson & Murray Chicago, LLC  
200 W. Adams, Suite 2125  
Chicago, IL 60606  
(312) 782-7150

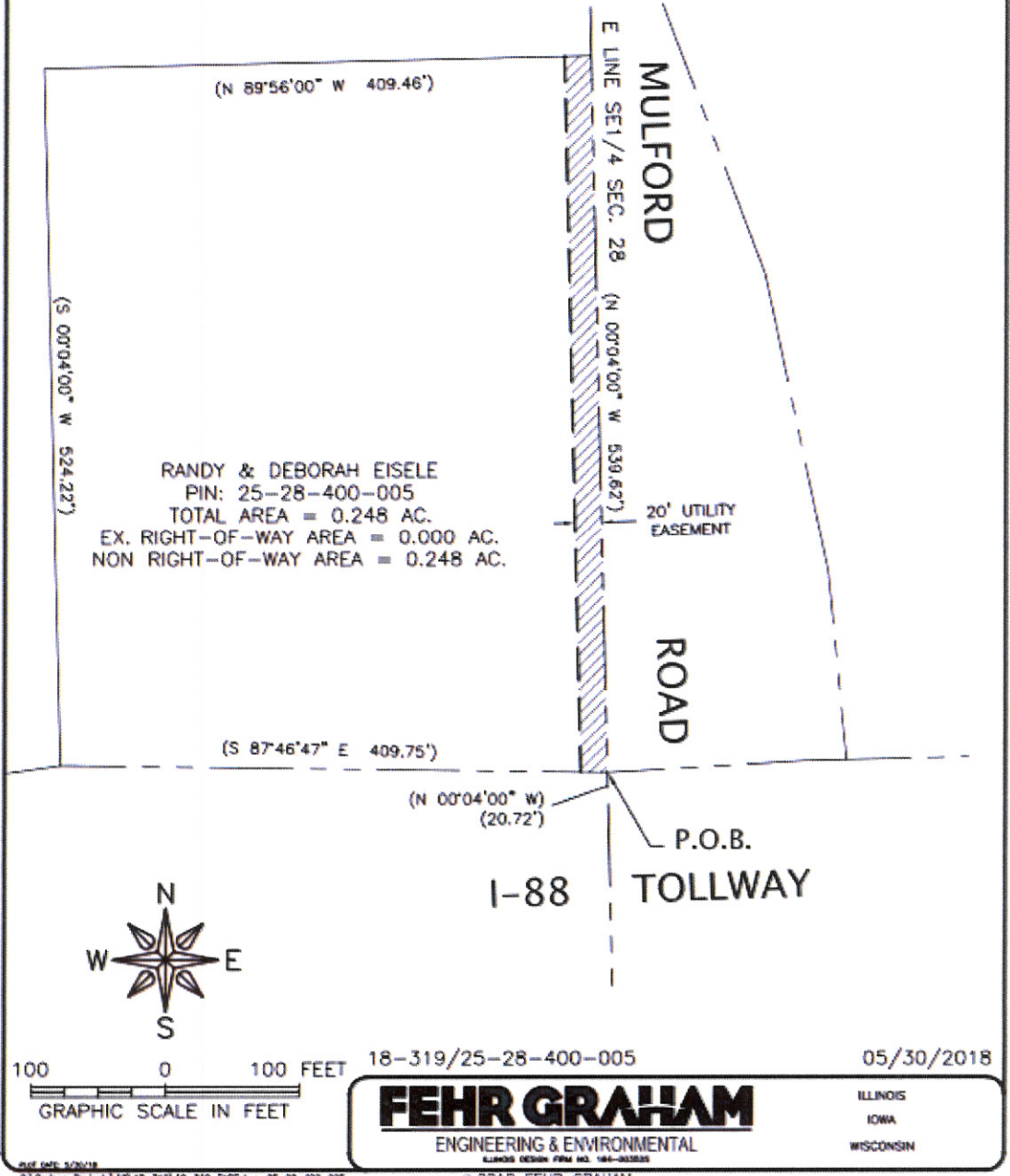
**EXHIBIT A**  
**LEGAL DESCRIPTION**

**DESCRIPTION: 25-28-400-005 EISELE**

The Easterly 20 feet of the following described tract, Part of the Southeast Quarter of Section 28, Township 40 North, Range 2 East of the Third Principal Meridian, bounded and described as follows: Commencing at the Southeast Corner of said Section 28; thence North 0 degrees 04 minutes 00 seconds East along the East Line of the Southeast Quarter of said Section 28, a distance of 20.72 feet to a point on the North Right-of-Way Line of a public road designated the East-West Tollway Extension, said point being the Point of Beginning of the hereinafter described tract of land; thence continuing North 0 degrees 04 minutes 00 seconds West along the East Line of said Southeast Quarter, a distance of 539.62 feet; thence North 89 degrees 56 minutes 00 seconds West perpendicular to the last described course, a distance of 409.46 feet; thence South 0 degrees 04 minutes 00 seconds West parallel with the East Line of said Southeast Quarter, a distance of 524.22 feet to the North Right-of-Way Line of said Tollway; thence South 87 degrees 46 minutes 47 seconds East along said North Right-of-Way Line, a distance of 409.75 feet to the Point of Beginning, all situated in the County of Ogle and the State of Illinois.

EXHIBIT B  
EASEMENT DRAWING

EASEMENT EXHIBIT  
PART OF SE 1/4, SECTION 28,  
T40N, R2E, 3rd P.M. OGLE COUNTY, ILLINOIS



05/30/2018

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

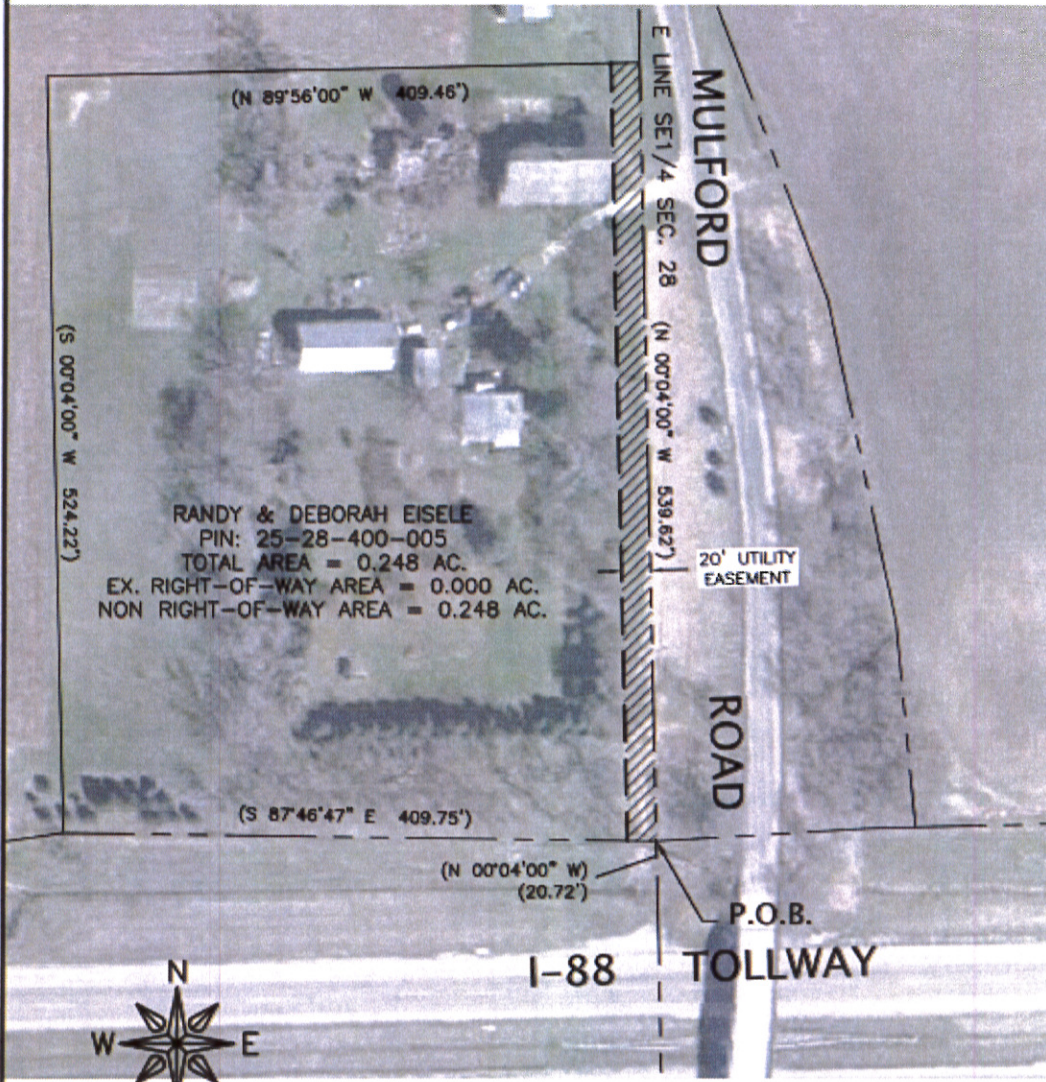
ILLINOIS  
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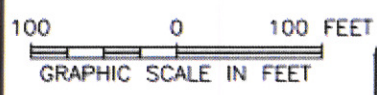
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EXHIBIT C  
EASEMENT PICTURE

EASEMENT EXHIBIT  
PART OF SE 1/4, SECTION 28,  
T40N, R2E, 3rd P.M. OGLE COUNTY, ILLINOIS



RANDY & DEBORAH EISELE  
PIN: 25-28-400-005  
TOTAL AREA = 0.248 AC.  
EX. RIGHT-OF-WAY AREA = 0.000 AC.  
NON RIGHT-OF-WAY AREA = 0.248 AC.



18-319/25-28-400-005

05/30/2018

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL  
ILLINOIS DESIGN FIRM NO. 184-033835

ILLINOIS  
IOWA  
WISCONSIN

DATE PLOT: 10/21/18  
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