

**EASEMENT AGREEMENT
FOR A DECK AND STAIRWAY**

This Easement Agreement for Balcony is made and entered into on this 2ND day of December, 2019, by the **CITY OF ROCHELLE**, an Illinois municipality, Grantor, in favor of **MECEN, LLC**, an Illinois limited liability company formerly known as Box Office Distillery, Grantee.

Grantor, in consideration of one (\$1.00) dollar and other good and valuable consideration the receipt of which is acknowledged by Grantor, grants to Grantee an easement for the installation, construction and maintenance of a deck and stairway (the “improvements”) on the south side of the building commonly known as 407 Lincoln Highway, Rochelle, IL 61068 (the “building”), under PIN 24-24-340-006, in the Township of Flagg, County of Ogle, State of Illinois.

The legal description of the easement for the deck and stairs being as follows:

Part of South 22 feet of Lot 7 in Block 8 in the Original Town of Lane, now the City of Rochelle, according to the Plat thereof recorded in Book D of Plats, page 2 in the Recorder’s Office of Ogle County, Illinois, described as follows:

Beginning at the Northeast Corner of the South 22 feet of said Lot 7; thence Westerly along the North Line of said South 22 feet, a distance of 29.75 feet; thence Southerly, parallel with the East Line of said South 22 feet, a distance of 11.00 feet; thence Easterly parallel with the North Line of said South 22 feet, a distance of 29.75 feet to the East line of said South 22 feet; thence Northerly along said East Line, a distance of 11.00 feet to the Point of Beginning, containing 283.2 square feet, subject to all easements, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, the Township of Flagg, the County of Ogle, and the State of Illinois.

This easement is granted to Grantee for a period of thirty (30) years with an option for two ten (10) year extensions provided that Grantee is not in breach of any of its obligations under this Agreement and maintains the deck in accordance with the applicable City Codes and all other

applicable building code regulations. If such a breach occurs, Grantee has thirty (30) days to cure such breach and any failure to cure such breach will result in the revocation of this easement. Further, this easement shall be deemed revoked if Grantee discontinues use of the deck for more than one (1) year. This easement shall inure to the benefit of Grantee's successors and assigns in the building, subject to the written consent of the City.

Grantee shall be solely responsible for the installation, construction and maintenance of the deck and stairs, and Grantor shall have no responsibility with regard to such installation, construction or maintenance. Further, Grantee agrees to protect, defend, indemnify and hold Grantor harmless from all claims, actions, demands, liability, costs (including court costs) and expenses (including attorney fees) related to the installation, construction, maintenance, or use of the deck and stairs.

Except to the extent caused by the Grantor's negligence or willful and wanton conduct, Grantee, at its sole cost and expense, shall maintain and repair the improvements to the deck and otherwise taking the reasonable, necessary and appropriate measures to keep the deck in a clean, attractive, safe, unobstructed, good and useable condition. The Grantor grants Grantee and its agents and contractors access to, the right to enter, and the non-exclusive control of the alley as necessary to install the deck.

To the fullest extent permitted by law, Grantee shall defend, indemnify and hold the Grantor harmless from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from (i) Grantee's use of the easement area; (ii) any failure by Grantee to perform any maintenance obligation required herein; or (iii) arising out of or resulting from of Grantee's breach of any provision of this Easement Agreement.

Grantee agrees to maintain public liability and property damage insurance with an insurance company qualified and licensed to do business in Illinois with limits of not less than two million dollars (\$2,000,000.00) for bodily injury or death to any one person, three million dollars (\$3,000,000.00) for bodily injury or death to more than one person, and three hundred thousand dollars (\$300,000.00) for damage to the deck and stairs. The Grantor will be named as an additional insured on Grantee's policies and shall be provided thirty (30) days' advance notice prior to the cancellation of any such policy. Certificates of such insurance shall be filed with the City clerk within 30 days of the approval of this Easement Agreement by the City Council.

Grantee will at its own expense comply with all federal, state and local laws, ordinances of the Grantor and the State of Illinois, and rules and regulations now or later in force which may be applicable to its operations in the City. Grantee will obtain and pay for all permits, licenses, variations, and other authorizations which may be required for the improvements and its activities contemplated by this Easement Agreement.

Grantee shall provide a letter of credit in the amount of twenty-five thousand (\$25,000.00) dollars, with is equal to 125% of the cost of the improvements to the deck and stairs and 5 years' of the estimated costs of the maintenance of the deck and stairs, including the costs for potential removal of the deck and stairs, prior to the issuance of building permits for the improvements to

the Subject Property.

Prior to installation of the deck and stairs contemplated in this Agreement, a fire escape ladder must be approved by the Fire Department and City Building Inspector and must meet all applicable codes before any building permit will be issued for the construction of the deck and stairs. Further, the installation of this fire escape ladder must be completed by March 30, 2020 or this Agreement shall be deemed null and void.

In witness whereof, Grantor and Grantee have executed this Easement Agreement for a Deck and Stairway on the date written above.

GRANTOR:

CITY OF ROCHELLE, an Illinois municipality

By: _____
Jeff Fiegenschuh, City Manager

ATTEST:

Sue Messer, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Jeff Fiegenschuh**, City Manager, and **Sue Messer**, City Clerk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said Easement Agreement for a Deck and Stairway in their capacities as City Manager and City Clerk of the City of Rochelle, respectively.

GIVEN under my hand and notarial seal this 2nd day of December, 2019.

Notary Public

GRANTEE:

MECENS, LLC, an Illinois limited liability company

By: _____
Erik Petry, Managing Member

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Erik Petry**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said Easement Agreement for a Deck and Stairway as managing member and authorized agent for **MECEN, LLC**.

GIVEN under my hand and notarial seal this 2ND day of December, 2019.

Notary Public

Under penalty of perjury, the undersigned certifies that this transaction is exempt from the Illinois Plat Act (765 ILCS 205/1 et seq.) because:

- a. the owner is not subdividing the land into 2 or more parts; or
- b. ___ exemption no. ___ of § 1 of the Act applies.

Date Owner or Representative

This transaction is exempt under provisions of § 31-45 (e) of the Real Estate Transfer Tax Law. (35 ILCS 200/31-1 et seq.)

Date Buyer, Seller or Representative

Prepared by and Return to:

Dominick L. Lanzito
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200 West Adams Street
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(312) 782-7150
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Taxes to:

No Change

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