

PREPARED BY AND  
WHEN RECORDED MAIL TO:  
City of Rochelle  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068



SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR RIGHT OF WAY AND A TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT FOR RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT (hereinafter the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between DC ROCHELLE, LLC, an Illinois limited liability company (hereinafter referred to as "Grantor"), and the CITY OF ROCHELLE, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois, of Ogle County, Illinois, (hereinafter referred to as "Grantee").

WHEREAS, Grantor, is the owner of real property legally described in Exhibit A ("Subject Property"); and

WHEREAS, Grantee wishes to obtain a Right-of-Way from Grantor, across the right-of-way area described in Exhibit B, attached hereto, for the purpose of construction, re-construction, widening of South Main Street, Rochelle, Illinois, and moving public utilities and related facilities and equipment, including but not limited to, buried water and sewer lines, sidewalks, public roadway purposes, and/or such other additions hereto as Grantee may deem necessary; and

WHEREAS, Grantee wishes to obtain a Temporary Construction Easement from Grantor, across the temporary construction easement area described in Exhibit A and B, attached hereto for the purpose of construction, re-construction, widening of South Main Street, Rochelle, Illinois, and moving public utilities and related facilities and equipment, including but not limited to, buried water lines and sewer lines, sidewalks, public roadway purposes, and/or such other additions hereto as Grantee may deem necessary; and

WHEREAS, following the Grantee's purchase of the Subject Property, any and all structures currently existing, shall be torn down and/or removed from within the Subject Property limits by the Grantee excluding any private wells. The Grantor acknowledges that all costs for damages of such removals shall be included in the purchase price as defined herein; and

NOW THEREFORE, in consideration of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Grantor hereby does grant and convey to Grantee, its successor and assigns, all interest in the right of way for the following described real estate situated in the County of Ogle, State of Illinois, to wit:

Address commonly known as: 1631 South Main Street, Rochelle, Illinois

PIN#: 25-31-100-003

and as depicted on the plat of survey (Right of Way Dedication), attached hereto as Exhibit B.

2. The Grantee agrees that at its sole and expense, the Grantee shall remove the single-family frame structure located at the northeast corner of Steward Road and South Main Street, which lies within the permanent and temporary construction easements shown on Exhibit B. The Grantee shall be responsible for the cost of demolishing the structure, and removal all materials from which the structure was constructed, and all debris associated with its demolition from Grantor's property, and shall at Grantee's expense, restore so much of the site of the structure that lies outside of the permanent easement to the condition of the property to which said site is immediately contiguous.

3. Grantee acknowledges that the structure referred to in Paragraph 2 above is serviced by a well which provides water to the structure to be removed and to other structures on Grantor's property. Grantee agrees that in removing said structure, Grantee shall disconnect the water service running from the well to the structure to be removed and properly cap at the appropriate location at the well, the port or pipe from which water is discharged from the well into the structure to be removed. Grantee further agrees to assure that the well remains in good working condition, and that, upon the removal of the structure, the well will properly service the structures remaining on Grantor's property. The Grantee shall also make such improvements to the well as shall be necessary to protect it from any natural weather elements, including lightening and freezing temperatures. Grantor agrees that the Grantee may have access across the property and into the large building structure, outside of the temporary easement, to extend and construct a new service and other appurtenances from the existing well to the electrical box in order to satisfy the conditions contained herein.

4. The City shall record the Dedication, and from the recording of the dedication and thereafter, the City shall have the exclusive use of the Dedication for the purpose as stated herein.

5. This Agreement is entered into, and shall be interpreted in accordance with, the laws of the State of Illinois.

6. This Agreement shall run with the land and be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.

7. This Agreement sets forth the entire understanding of the parties with respect to the matters addressed herein and may only be modified by a written amendment signed by all of the parties.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Grantor:

DC ROCHELLE, LLC

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Grantee:

CITY OF ROCHELLE,  
Municipal Corporation

By: \_\_\_\_\_

Name: Jeff Fiegenschuh

Title: City Manager

Attest: \_\_\_\_\_

Name: Sue Messer

Title: City Clerk

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ as \_\_\_\_\_ 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 \_\_\_\_ signed and delivered said instrument on behalf of said \_\_\_\_\_ as \_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this: \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF OGLE )

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFF FIEGENSCHUH, personally known to me to be the City Manager of the City of Rochelle, a municipal corporation and SUE MESSER, personally known to me to be the City Clerk of the City of Rochelle, and 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 severally acknowledged that as such City Manager and City Clerk of said corporation they caused their signatures to be affixed thereto, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of Rochelle as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this: \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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