

**AMENDED EASEMENT AGREEMENT  
FOR A DECK, STAIRWAY, AND ACCESSIBILITY RAMP**

This Easement Agreement for a Deck, Stairway and Accessibility Ramp is made and entered into on this \_\_\_ day of October, 2020, by the **CITY OF ROCHELLE**, an Illinois municipality, (“Grantor”), in favor of **MECEN, LLC**, an Illinois limited liability company, (“Grantee”).

**WHEREAS**, on December 9, 2019 the City of Rochelle and MECEN, LLC entered into an Easement Agreement for a Deck and Stairway, which was recorded under Document Number 201907313 with the Ogle County Recorder; and

**WHEREAS**, MECEN, LLC requires an amendment to the easement to accommodate certain American with Disabilities Act (“ADA”) improvements, including an accessibility ramp; and

**WHEREAS**, this Amended Easement Agreement shall supersede and terminate any rights conferred under the Easement Agreement recorded as Document Number 201907313; and

**NOW THEREFORE**, in consideration of one (\$1.00) dollar and other good and valuable consideration the receipt of which is acknowledged by the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Grantor and Grantee hereby agree as follows:

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, stairway and accessibility ramp (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, stairs, and ramp 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; thence Westerly along the North Line of said South 22 feet, a distance of 61.0 feet; thence Southerly, parallel with the East Line of said South 22 feet, a distance of 3.5 feet' thence Easterly, to a point located 4.5 feet Southerly of the North Line of said South 22 feet, and 33.5 feet Westerly of East Line of said South 22 feet; thence Southerly, parallel with the East Line of said South 22 feet, a distance of 3.0 feet; thence Easterly, to a point located 10.0 feet Southerly of the North Line of said 22 feet, and 25.0 feet Westerly of East Line of said South 22 feet; thence Easterly Parallel with the North Line of said South 22 feet, a distance of 25.0 feet; thence Easterly to the Point of Beginning, containing 434.375 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 Flag, 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, stairway and accessibility ramp 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, stairs, and accessibility ramp, 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, stairs, and accessibility ramp.

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, stairs, and accessibility ramp and otherwise taking the reasonable, necessary and appropriate measures to keep the deck, stairs, and accessibility ramp 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, stairs and accessibility ramp.

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 Amended 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, stairs, and accessibility ramp. 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 Amended Easement Agreement by the City Counsel.

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 Amended 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, stairs, and accessibility ramp and 5 years' of the estimated costs of the maintenance of the deck, stairs, and accessibility ramp, including the costs for potential removal of the deck, stairs, and accessibility ramp, prior to the issuance of building permits for the improvements to the Subject Property.

Prior to installation of the deck, stairs, and accessibility ramp 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, stairs, and accessibility ramp.

In witness whereof, Grantor and Grantee have executed this Amended Easement Agreement for a Deck, Stairway and Accessibility Ramp 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 Amended Easement Agreement for a Deck, Stairway and Accessibility Ramp in their capacities as City Manager and City Clerk of the City of Rochelle, respectively.

GIVEN under my hand and notarial seal this \_\_\_\_ day of October 2020.

\_\_\_\_\_  
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 Amended Easement Agreement for a Deck and Stairway as managing member and authorized agent for **MECEN, LLC**.

GIVEN under my hand and notarial seal this \_\_\_\_ day of October 2020.

\_\_\_\_\_  
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. X 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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Taxes to:

No Change