

EASEMENT GRANT

THIS EASEMENT GRANT entered into as of the ___ day of _____, 2013, between THE CITY OF ROCHELLE, an Illinois municipal corporation ("Grantee"), DAN K. SAWICKI and SAWICKI MOTOR COMPANY, INC., an Illinois corporation of Rochelle, Illinois hereinafter collectively referred to as "Grantor".

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of certain tract(s) of land described as follows and hereafter referred to as "Parcel 1)";

Part of the North Half of the Southwest Quarter of Section 13, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the North Half of the Southwest Quarter of said Section 13; thence North 89 degrees 52 minutes 32 seconds East along the South line of said North Half, a distance of 936.57 feet to the point of beginning of the hereinafter described tract of land; thence North 2 degrees 24 minutes 19 seconds East parallel with the West Right-of-Way line of S.B.I. Route 70 (Illinois Route 251, formerly U.S. Route 51), a distance of 450.00 feet; thence North 89 degrees 52 minutes 32 seconds East parallel with the South line of the North Half of the Southwest Quarter of said Section 13, a distance of 200.00 feet to a point on the Westerly line of a tract of land conveyed to the City of Rochelle, a Municipal Corporation, as recorded in Deed Book 275 at page 439 in the Ogle County Recorder's Office; thence South 2 degrees 24 minutes 19 seconds West along said Westerly line parallel with the West Right-of-Way line of said S.B.I. Route 70, a distance of 450.00 feet to a point on the South line of the North Half of said Southwest Quarter, said point being 366.00 feet, more or less, West of the West

Right-of-Way line of said S.B.I. Route 70 as measured along the South line of said North Half; thence South 89 degrees 52 minutes 32 seconds West along the South line of said North Half a distance of 200.00 feet to the point of beginning; situated in the County of Ogle and State of Illinois,

Tax Code I.D. No. 24-13-301-006; and

Part of the North Half of the Southwest Quarter of Section 13, in Township 40 North, Range 1 East of the Third Principal Meridian, in Ogle County, Illinois, bounded and described follows: beginning on the South line of the North Half of the Southwest Quarter of said Section 13, at a point 60 feet West of the center line of Illinois State Bond Issue Route No. 70 (said center line being that certain one located, adopted and established as such center line by official survey shortly prior to the original construction of said Illinois State Bond Issue Route 70 and not a subsequently re-located center line); running thence Northeasterly, parallel with aforesaid center line, 300 feet; thence West, parallel with the South line of said North Half of said Southwest Quarter, 300 feet; thence Southwesterly, parallel with aforesaid center line, 300 feet to the South line of said North Half of the Southwest $\frac{1}{4}$; thence East on said South line to the point of beginning,

Tax Code I.D. No. 21-13-326-006; and

Part of the North Half of the Southwest Quarter of Section 13, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the North Half of the Southwest Quarter of said Section 13; thence North 89 degrees 52 minutes 32 seconds East along the South line of said North Half, a distance of 1136.57 feet; to a point on the Westerly line of a tract of land conveyed to the City of Rochelle, a Municipal Corporation, as recorded in Deed Book 275 at page 439 in the Ogle County Recorder's Office, and the Point of Beginning of the hereinafter described tract of land; thence North 2 degrees 24 minutes 19 seconds East parallel with the West Right-of-Way line of S.B.I. Route 70 (Illinois Route 251, formerly U.S. Route 51), a distance of 450.00 feet; thence North 89 degrees 52 minutes 32 seconds East parallel with the South line of the North Half of the Southwest Quarter of said Section 13, a distance of 66.06 feet to a point on the Easterly line of a tract of land conveyed to the City of Rochelle, a Municipal Corporation, as recorded in Deed Book 275 at page 439 in the Ogle County Recorder's Office; thence South 2 degrees 24

minutes 19 seconds West along said Easterly line parallel with the West Right-of-Way line of said S.B.I. Route 70, a distance of 450.00 feet; to a point on the South line of the North Half of the Southwest Quarter of said Section 13; thence South 89 degrees 52minutes 32 seconds West along the South line of the North Half of the Southwest Quarter of said Section 13; a distance of 66.06 feet to the Point of Beginning, containing 0.682 acres, more or less, situated in the Township of Flagg, the County of Ogle and the State of Illinois, Tax Code I.D. No. 24-13-301-008.

B. The Grantee is not the owner of any dominant parcel of land but rather Grantee is a municipality which has agreed with Grantor to provide storm water drainage services for properties within Grantee's boundaries, including Parcel 1, and requires an easement in order to effectuate the agreement of the parties;

C. The Grantor wishes to grant and the Grantee wishes to receive an easement over, under and across those portions of Parcel 1 described as follows:

Part of the North-half of the Southwest Quarter of Section 13, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the intersection of the South Line of the North-half of the Southwest Quarter of said Section 13 and the Westerly Right-of-Way Line of a public road designated Illinois Route 251; thence South 90 degrees 00 minutes 00 seconds West along the South Line of the North-half of said Southwest Quarter, a distance of 566.06 feet; thence North 2 degrees 34 minutes 38 seconds East, parallel with said Westerly Right-of-Way Line of Illinois Route 251, a distance of 310.06 feet to the Point of Beginning of the hereinafter described drainage easement; thence continuing North 2 degrees 34 minutes 38 seconds East, parallel with said Westerly Right-of-Way Line of Illinois Route 251, a distance of 140.14 feet; North 90 degrees 00 minutes 00 seconds East, parallel with the South Line of the North-half of said Southwest Quarter, a distance of 266.07 feet; thence South 2 degrees 34 minutes 38 seconds West, parallel with said Westerly Right-of-Way Line of Illinois Route 251, a distance of 140.14 feet; thence South 90 degrees 00 minutes 00 seconds West, parallel with the South Line of the North-half of said Southwest Quarter, a distance of 266.07 feet to the Point of Beginning, containing 30,800 square feet, more

or less, subject to all easements, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, the County of Ogle, and the State of Illinois.

hereinafter, Parcel 2;

Part of the North-half of the Southwest Quarter of Section 13, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the South Line of the North-half of the Southwest Quarter of said Section 13 and the Westerly Right-of-Way Line of a public road designated Illinois Route 251; thence South 90 degrees 00 minutes 00 seconds West along the South Line of the North-half of said Southwest Quarter, a distance of 566.06 feet; thence North 2 degrees 34 minutes 38 seconds East, parallel with said Westerly Right-of-Way Line of Illinois Route 251, a distance of 20.02 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the South Line of the North-half of said Southwest Quarter, a distance of 566.06 feet to the Westerly Right-of-Way Line of Illinois Route 251; thence South 2 degrees 34 minutes 38 seconds West along said Westerly Right-of-Way Line, a distance of 20.02 feet to the Point of Beginning, containing 11,321.2 square feet, more or less, subject to all easements, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, the County of Ogle, and the State of Illinois.

hereinafter, Parcel 3; and

An area of real estate along the west line of Tax Code Parcel number 24-13-301-006, the exact size, configuration and location of which must be mutually agreed upon by the Grantor and Grantee at a later date and which shall be agreed upon, only if a contemplated shared use path presently contemplated by others is constructed along the east line of the property to the west of 24-13-301-006 and then only if it becomes necessary to provide drainage from the aforesaid contemplated shared use path to be constructed along the east line of the property to the west of 24-13-301-006,

hereinafter, Parcel 4.

(Parcel 2, Parcel 3 and Parcel 4 are hereinafter collectively referred to as "the Easement Premises".)

D. Parcel 1 is presently used as a new and used automobile dealership including related uses (collectively the "Dealership"); Grantor contemplates improving a part of Parcel 1 by expanding the physical Dealership facilities, pursuant to the terms of a Development Agreement between the parties, of even date herewith (the "Development Agreement").

E. Grantee contemplates improving the Easement Premises with certain storm water collection and drainage facilities, including a storm water detention facility and overflow path on Parcel 2, a storm water overflow path on Parcel 3, and one or more storm water drainage facilities from an offsite shared use path on Parcel 4, pursuant to the terms of the Development Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

Section 1. Grant of Easement. The Grantor hereby grants to the Grantee, its successors, heirs and assigns, a perpetual easement for storm water facilities over, under and across Parcels 2, 3 and 4 of the Easement Premises, including the right to maintain and replace said storm water facilities from time to time.

Section 2. Use of Easement Premises. Use of the Easement Premises is not confined to present uses of Parcel 1 or the present improvements thereon; provided, however, that any use of Parcel 1 shall not unreasonably interfere with the operation of the storm water facilities constructed on Parcels 2, 3 and 4. Exclusive use of the Easement Premises is not hereby granted. The right to use the Easement Premises, likewise for storm water detention and drainage is expressly reserved by the Grantor. Use of the Easement Premises for other purposes is not hereby granted.

Notwithstanding anything contained herein to the contrary, Grantee's use of the portion of Parcel 2 that is currently improved with bituminous pavement as depicted on **Exhibit A** as "Bituminous Pavement" is limited to underground storm water facilities. Grantor expressly reserves the right to use the property depicted on **Exhibit A** as "Bituminous Pavement" for all purposes that do not unreasonably interfere with Grantee's underground storm water facilities that are mentioned in the immediately preceding sentence, including, without

limitation, ingress and egress to and from Parcel 1.

Section 3. Use of Parcel II. INTENTIONALLY DELETED (easement in gross not appurtenant)

Section 4. Division of Dominant Tenement. If Parcel 1 is hereafter divided into several parts by separation of ownership, by lease or otherwise, all parts shall enjoy the benefit of the easement hereby created. Division of the dominant tenement into separate parts shall not be deemed an unlawful increase of the burden. Division of Parcel 1 shall not impose any obligation on Grantee to construct additional or modified storm water facilities on Parcels 2, 3 and 4.

Section 5. Improvements to Easement Premises. The City agrees to construct the storm water drainage facilities on the Easement Premises substantially in conformity with those certain preliminary plans attached hereto as **Exhibits B** and **C**. The storm water drainage facilities to be constructed as part of Phase I, as shown on **Exhibit B**, shall be constructed concurrently with the Development improvements contemplated to be made by Grantor as referred to in the Development Agreement. The storm water drainage facilities to be constructed as part of Phase II, as shown on **Exhibit C**, shall be constructed within a reasonable period of time but not more than two years subsequent to the contemplated improvements to be made to Illinois Route 251 by the Illinois Department of Transportation.

The parties acknowledge and agree that storm water from the north presently flows over Parcel 1, and that the storm water facilities to be constructed within the easements described herein will not be capable of fully detaining such storm water runoff flow from tributary areas, and that the purpose of said storm water facilities is to alleviate, to the extent reasonably possible, the flow of storm water over Parcel 1. The storm water facilities to be constructed include a storm water detention facility on part of Parcel 2, an underground storm water flow path on part of Parcel 2, an overflow path for excess storm water over Parcel 3, and one or more storm water drainage facilities from an offsite shared use path on Parcel 4.

The parties acknowledge that, until the construction of Phase II, after certain rain events, and for a period of time thereafter, there may be water along the bottom of the detention facility constructed on Parcel 2.

Section 6. Warranties of Title. Grantor warrants that he has good and indefeasible fee simple title to the easement premises, subject to customary title exceptions.

Section 7. Title Insurance and Escrow. Should Grantee so desire, he may apply forthwith for a title insurance policy insuring the easement hereby granted and Grantor will make available for inspection by the title company any evidence of title in his possession.

Section 8. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns successors, tenants and personal representatives of the parties hereto.

Section 9. Termination of Covenant Liability. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that the Grantor herein remains liable for breaches of covenants of title set forth in Section 6.

Section 10. Attorney's Fees. Either party may enforce this instrument by appropriate action, and the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees in addition to any other relief.

Section 11. Construction. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction to effectuate the mutual intention of the parties to confer upon Grantee a commercially usable right to carry out the intended purposes of the storm water facilities described herein.

Section 12. Notices. Any notice required under this instrument shall be in writing and shall be deemed served upon Grantor or Grantee when personally delivered or deposited for mailing by certified mail to the parties at the addresses set forth following their signatures, unless Grantor or Grantee shall notify the other, in accordance with the terms hereof, of a different address for receipt of notices.

IN WITNESS WHEREOF, the Grantor and the Grantee have hereunto set their hands and seals this _____ day of _____ A.D. 2013.

GRANTOR :

DAN K. SAWICKI, individually

SAWICKI MOTOR COMPANY, INC., an Illinois corporation

By: _____
DAN K. SAWICKI, President

GRANTEE :

THE CITY OF ROCHELLE, an Illinois municipal corporation

By: _____
DAVID S. PLYMAN, City Manager

Attest: _____
BRUCE W. MCKINNEY, City Clerk

GRANTOR NOTICE TO:

Dan K. Sawicki
5204 S. Skare Court
Rochelle, IL 61068

GRANTEE NOTICE TO:

City of Rochelle
City Manager
420 N. 6th Street
Rochelle, IL 61068

and a copy to:

Charles P. Cole, Jr.
Attorney at Law
104 Oak Avenue, Ste B
Rochelle, Il 61068

and a copy to:

City of Rochelle
City Attorney
420 N. 6th Street
Rochelle, IL 61068

This Instrument Prepared By:

Record and Return to:

Charles P. Cole, Jr.
Attorney at Law
104 Oak Avenue, Ste B
Rochelle, Il 61068
(815) 562-5150

DAN K. SAWICKI

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that Dan K. Sawicki, 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 instrument.

Given under my hand and official seal, this _____ day of _____, 2013.

(SEAL)

NOTARY PUBLIC

SAWICKI MOTOR COMPANY, INC.

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that Dan K. Sawicki, the President of Sawicki Motor Company, Inc., an Illinois corporation, 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 instrument in said capacity, pursuant to authority of the governing body of the Corporation.

Given under my hand and official seal, this _____ day of _____, 2013.

(SEAL)

NOTARY PUBLIC

CITY OF ROCHELLE

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that David S. Plyman and Bruce McKinney, the City Manager and City Clerk, respectively of the City of Rochelle, an Illinois municipal corporation, 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 instrument in said capacity, pursuant to authority of the governing body of the City.

Given under my hand and official seal, this _____ day of _____, 2013.

(SEAL)

NOTARY PUBLIC

EXHIBIT A
(Depiction of Parcels 2 and 3)

LEGAL DESCRIPTION

DRAINAGE EASEMENT - 1

OF PROPERTY DESCRIBED AS: Part of the North-half of the Southwest Quarter of Section 13, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the South Line of the North-half of the Southwest Quarter of said Section 13 and the Westerly Right-of-Way Line of a public road designated Illinois Route 251; thence South 90 degrees 00 minutes 00 seconds West along the South Line of the North-half of said Southwest Quarter, a distance of 566.06 feet; thence North 2 degrees 34 minutes 38 seconds East, parallel with said Westerly Right-of-Way Line of Illinois Route 251, a distance of 20.02 feet; thence North 90 degrees 00 minutes 00 seconds East, parallel with the South Line of the North-half of said Southwest Quarter, a distance of 566.06 feet to the Westerly Right-of-Way Line of Illinois Route 251; thence South 2 degrees 34 minutes 38 seconds West along said Westerly Right-of-Way Line, a distance of 20.02 feet to the Point of Beginning, containing 11,321.2 square feet, more or less, subject to all easements, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, the County of Ogle, and the State of Illinois.

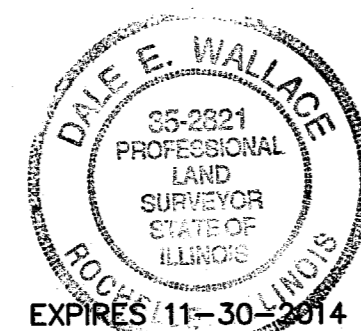
DRAINAGE EASEMENT - 2

OF PROPERTY DESCRIBED AS: Part of the North-half of the Southwest Quarter of Section 13, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the intersection of the South Line of the North-half of the Southwest Quarter of said Section 13 and the Westerly Right-of-Way Line of a public road designated Illinois Route 251; thence South 90 degrees 00 minutes 00 seconds West along the South Line of the North-half of said Southwest Quarter, a distance of 566.06 feet; thence North 2 degrees 34 minutes 38 seconds East, parallel with said Westerly Right-of-Way Line of Illinois Route 251, a distance of 310.06 feet to the Point of Beginning of the hereinafter described drainage easement; thence continuing North 2 degrees 34 minutes 38 seconds East, parallel with said Westerly Right-of-Way Line of Illinois Route 251, a distance of 140.14 feet; North 90 degrees 00 minutes 00 seconds East, parallel with the South Line of the North-half of said Southwest Quarter, a distance of 266.07 feet; thence South 2 degrees 34 minutes 38 seconds West, parallel with said Westerly Right-of-Way Line of Illinois Route 251, a distance of 140.14 feet; thence South 90 degrees 00 minutes 00 seconds West, parallel with the South Line of the North-half of said Southwest Quarter, a distance of 266.07 feet to the Point of Beginning, containing 37,249 square feet, more or less, subject to all easements, agreements, city codes and/or ordinances of record, if any, all situated in the City of Rochelle, the County of Ogle, and the State of Illinois.

Dated this 28th day of May, 2013, A.D., at the office of Survey-Tech.

Dale E. Wallace, Illinois Professional Land Surveyor No. 35-2821

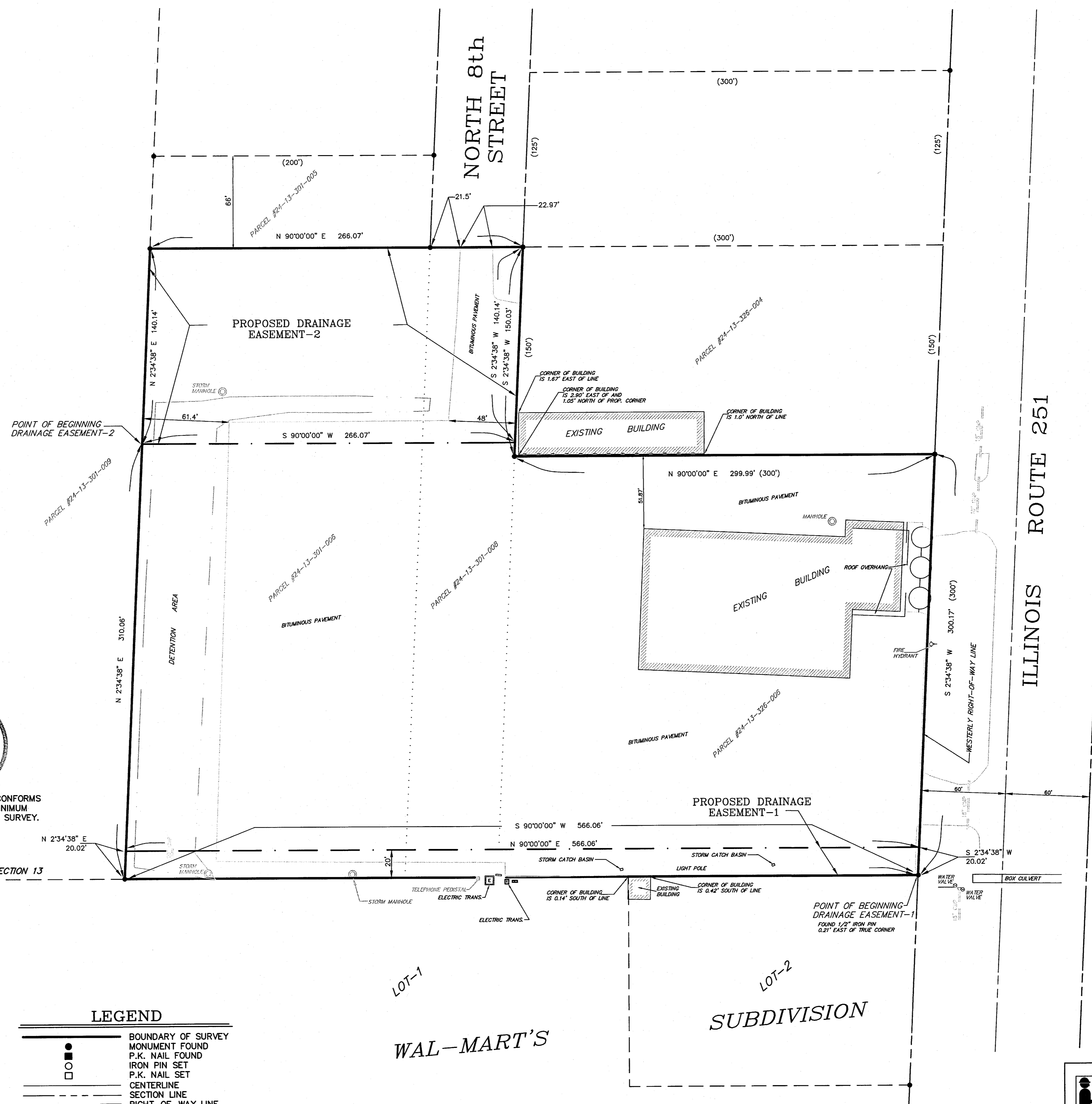
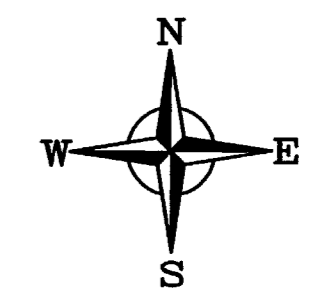


THIS PROFESSIONAL SERVICE CONFORMS WITH THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SOUTH LINE OF THE NORTH-HALF OF THE SOUTHWEST QUARTER OF SECTION 13

LEGEND

- BOUNDARY OF SURVEY
- MONUMENT FOUND
- P.K. NAIL FOUND
- IRON PIN SET
- P.K. NAIL SET
- — — CENTERLINE
- — — SECTION LINE
- — — RIGHT-OF-WAY LINE (APPROXIMATE)
- x — x — FENCE LINE



WAL-MART'S

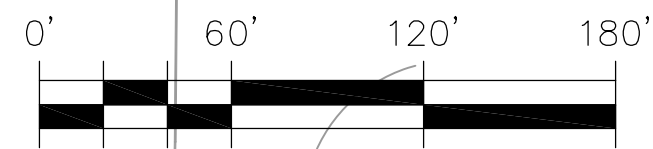
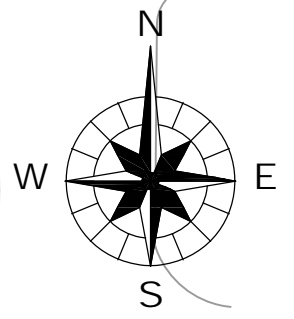
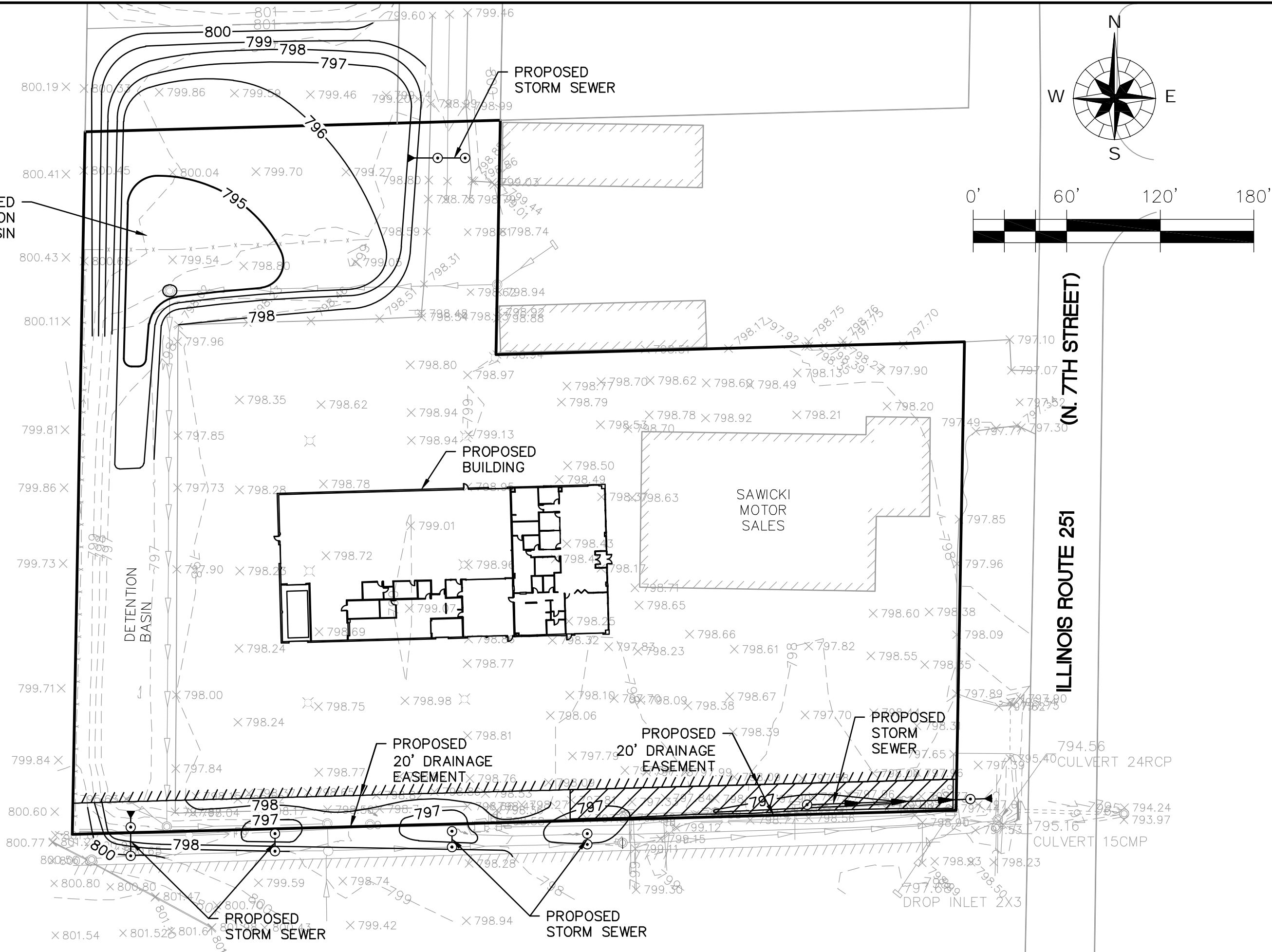
SUBDIVISION

SURVEY-TECH A DIVISION OF C.E.S., INC. PROFESSIONAL DESIGN FIRM LICENSE NO. 184-001260 P.O. BOX 634 ROCHELLE, ILLINOIS 61068 (815)-562-8771 FAX: (815)-562-6555		
DATE: 5-28-2013	SCALE: 1" = 40'	DRAWN BY: DEW REVISED:
CITY OF ROCHELLE DRAINAGE EASEMENTS		
CITY OF ROCHELLE ACAD: s12913-5-28-13	FILE NUMBER: OGLE COUNTY	s129-13

EXHIBIT B
(Phase I Preliminary Plan for Storm Water)

W:\Projects\2012\120159 Sawicki\Drawings\PH120159.dwg, PH1, 5/24/2013 3:08:13 PM, emiller

EXPANDED
DETENTION
BASIN



PROJECT NO. 120159		DATE: 05/23/2013		SHEET 1 OF 2		DRAWING NO.	
PH1							
PROJECT TITLE: SAWICKI MOTORS DRAINAGE IMPROVEMENTS		PHASE 1		NATURE OF REVISION		NO. DATE	
CLIENT: WILLS BURKE KELSEY ASSOCIATES LTD. 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755		CITY OF ROCHELLE 420 N. 6TH STREET ROCHELLE, IL 61068 815-561-2023		DWSN. JWW		EAM	
				CHKD. JWW		SCALE: 1" = 60'	
				PH120159.DWG			

EXHIBIT C
(Phase II Preliminary Plan for Storm Water)

