

AGREEMENT TO GRANT A
TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT ("Agreement") entered into this ____ day of January, 2026, by and between RICHARD R. KENNAY, TRUSTEE OF THE RICHARD R. KENNAY TRUST UNDER DECLARATION DATED DECEMBER 14, 2005 and DORIS J. KENNAY, TRUSTEE OF THE DORIS J. KENNAY TRUST UNDER DECLARATION DATED DECEMBER 14, 2005 (hereinafter referred to as the "Kennays") and the CITY OF ROCHELLE, an Illinois municipal corporation (hereinafter referred to as "the City of Rochelle").

WITNESSETH:

WHEREAS, Kennays are the owners of a parcel of property described as:

Part of Section 22, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Northwest Corner of the Southeast Quarter of said Section 22; thence North 89 degrees 58 minutes 29 seconds East along the North Line of said Southeast Quarter, a distance of 1671.40 feet; thence South 00 degrees 07 minutes 29 seconds East, a distance of 409.30 feet; thence South 89 degrees 52 minutes 41 seconds West, parallel with the North Line of Lot 2 of Centerpoint Intermodal Center Rochelle Phase One, a subdivision as recorded Plat File D on page 95 as Document No. 0707621 in the Ogle County Recorder's Office, a distance of 1930.83 feet to the Northerly extension of the West Line of said Lot 2; thence South 00 degrees 03 minutes 57 seconds East along said Northerly extension and the West Line of said Lot 2, a distance of 406.33 feet; thence South 89 degrees 56 minutes 03 seconds West, perpendicular to the last described course, a distance of 80.00 feet to the East Line of Lot 1 of said subdivision; thence Northwesterly along said East Line, said line being curved to the left having a radius of 260.00 feet, a central angle of 90 degrees 03 minutes 22 seconds, a chord distance of 367.88 feet and a chord bearing of North 45 degrees 05 minutes 38 seconds West to the termination of said curve; thence South 89 degrees 52 minutes 41 seconds West along the North Line of said Lot 1, a distance of 715.75 feet to the Northwest Corner of said Lot 1, also the West Line of the East-half of the Southwest Quarter of said Section 22; thence North 00 degrees 03 minutes 57 seconds West along said West Line, a distance of 560.34 feet to the Northwest Corner of the East-half of said Southwest Quarter; thence North 89 degrees 58 minutes 29 seconds East along the North Line of said Southwest Quarter, a distance of 1315.01 feet to

the Point of Beginning, containing 32.587 acres, more or less, subject to 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.

P.I.N.: 24-22-400-016; and

WHEREAS, the City of Rochelle owns the property immediately adjacent to the Kennays' property and is desirous of improving its property at no cost or expense to the Kennays. The adjacent property owned by the City of Rochelle is legally described as:

Part of Section 22, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northeast Corner of Lot 2 of Centerpoint Intermodal Center Rochelle Phase One, recorded on July 24th, 2007 as Document No. 0707621, as recorded in the Recorder's Office of Ogle County, Illinois; thence North 00 degrees 07 minutes 29 seconds West along the Northerly extension of the East Line of said Lot 2, a distance of 100.00 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing North 00 degrees 07 minutes 29 seconds West along said Northerly extension, a distance of 466.69 feet; thence South 89 degrees 52 minutes 41 seconds West, parallel with the North Line of said Lot 2, a distance of 466.69 feet; thence South 00 degrees 07 minutes 29 seconds East, parallel with the East Line of said Lot 2, a distance of 466.69 feet; thence North 89 degrees 52 minutes 41 seconds East, parallel with the North Line of said Lot 2, a distance of 466.69 feet to the Point of Beginning, containing 5.000 acres, more or less, subject to 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.

P.I.N.: 24-22-400-018; and

WHEREAS, the City of Rochelle has requested from Kennays and Kennays have agreed to grant to the City of Rochelle a Temporary Construction Easement ("Easement") on, over, below and across a portion of Kennays' property, situated in the City of Rochelle, County of Ogle, State of Illinois, to be used for general access and use, and the storage of construction equipment and materials used in the construction of an electrical substation. The parameters of the Easement area are more particularly described on Exhibit "A" attached hereto and depicted on the survey attached hereto as Exhibit "B." Both Exhibit "A" and Exhibit "B" are incorporated into this Agreement and made a part hereof; and

WHEREAS, Kennays and the City of Rochelle have reached an agreement whereby the City of Rochelle will pay to Kennays the sum of \$400.00 per acre per year for the use of the 4.876 acre Easement. The total annual payment amount shall be \$1,950.40. The City of Rochelle shall tender the first annual payment on or before March 1, 2026. The City of Rochelle shall tender the second annual payment on or before March 1, 2027. If construction of the substation is not completed by March 1, 2028, the Easement shall be renewable for an additional year at the same annual payment amount of \$1,950.40 payable on or before March 1, 2028.

The Easement shall be recorded with the Recorder of Deeds of Ogle County, Illinois by

the City of Rochelle at the City of Rochelle's expense and shall include the following provisions:

1. *Construction and Installation.* The City of Rochelle shall perform, at its sole cost and expense, any improvements necessary for the use of the Easement as defined herein, and any preparation and replacement to restore Kennays' property after the expiration of the Easement. The City of Rochelle shall complete construction of the substation contemplated under this agreement as expeditiously as possible.
2. *Restriction of Use:* The Easement is granted solely for temporary construction-related purposes in connection with improvements to the City of Rochelle's adjacent property described herein, including, but not limited to storage and staging of construction materials, equipment, and supplies; temporary placement of construction vehicles and machinery; and access reasonably necessary for the foregoing purposes. No permanent structures shall be constructed within the Easement area.
3. *Indemnity.* The City of Rochelle hereby expressly agrees to defend, hold harmless and indemnify Kennays from and against any and all claims, costs, damages, expenses, judgments and liability resulting from the acts and work performed pursuant to the Easement.
4. *Successors and Assigns.* All of the provisions, conditions and covenants of the Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and all their respective heirs, executors, successors and assigns, provided however this Easement shall terminate on March 1, 2028 or upon completion of the construction of the electrical substation, whichever is later.
5. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
6. *Time of the Essence:* Timely performance of the agreements and covenants contained here are of the essence.
7. *Validity; Severability.* In the event that any provision of this Agreement is found to be partially or wholly invalid or unenforceable, such provision shall be so modified or restricted to the extent and in the manner necessary to render such provision valid and enforceable. If such provision cannot under any circumstances be modified or restricted, it shall be excised from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.
8. *Integration Clause; Waiver:* This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**RICHARD R. KENNAY TRUST
DATED DECEMBER 14, 2005**

CITY OF ROCHELLE

Signed by:
By: Richard R. Kennay
D0BE2E7FEE99426...
Richard R. Kennay, Trustee

By: _____
Jeffrey Fiegenbach, City Manager

**DORIS J. KENNAY TRUST
DATED DECEMBER 14, 2005**

Signed by:
By: Doris kennay
A4E8264DC55A4C2...
Doris J. Kennay, Trustee

STATE OF ILLINOIS)
) SS
OGLE COUNTY)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD R. KENNAY, DORIS J. KENNAY, JEFFREY FIEGENSCHUH, and ROSE HUERAMO are personally known to me as the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said Instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, 2026.

Notary Public

Document prepared by
Hewitt & Wagner
1124 Lincoln Highway
Rochelle, IL 61068

And Return to:
City of Rochelle
Attn: City Clerk
420 N. 6th Street
Rochelle, IL 61068

EXHIBIT "A"

Temporary Construction Easement Area

Part of section 22, Township 40 N, Range 1 East of the Third principal Meridian, bounded and described as follows: Commencing at the Northwest Corner of Lot 2 of Centerpoint Intermodal Center Rochelle Phase One, recorded on July 24, 2007 as Document No. 0707621, as recorded in the Recorders Office of Ogle County Illinois; thence North 00 degrees 03 minutes 57 seconds West along the Northerly extension of the West line of said Lot 2, A distance of 140.00 feet to the point of beginning of the hereinafter described tract of land; thence continuing North 00 degrees 03 minutes 57 seconds West along the Northerly extension, a distance of 110.00 feet; thence North 89 degrees 52 minutes 41 seconds East, parallel with the North Line of said lot 2, a distance of 1930.72 feet; thence South 00 degrees 07 minutes 29 seconds East, parallel with the East Line of said Lot 2, a distance of 110.00 feet; thence South 89 degrees 52 minutes 41 seconds West, parallel with the North Line of said Lot 2, a distance of 1930.83 feet to the Point of Beginning, Containing 4.876 acres, more or less, all situated in the City of Rochelle, the Township of Flagg, the County of Ogle and the state of Illinois.

P.I.N.: Part of 024-22-400-016

Temporary Construction Agreement

- Purpose: Lay down Yard and area for construction materials for the new substation being built adjacent to this easement on property owned by the City of Rochelle
- Land Owner: Richard R & Doris J Kennay, Trustee's
- Tenant: City of Rochelle
- Location: Part of Parcel 24-22-400-016 (Legal to follow per Survey Tech)
- Timeframe: 2 Years, with the first year starting on the date the agreement is signed and runs through December 31st 2026 – The second year runs January 1, 2027 through December 31st, 2027
- Payment: \$400.00 per surveyed acre (Estimated 5 Acres, Legal to follow)
- Payment Schedule:
Payment for 2026 = March 1st, 2026
Payment for 2027 = March 1st, 2027