

**EASEMENT AGREEMENT FOR
UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)**

LEGAL DESCRIPTION PREPARED BY:

Willett Hoffman and Associates
809 East 2nd Street
P.O. Box 367
Dixon, IL 61021

RETURN TO:

Blake Toliver
Rochelle Municipal Utilities
420 N 6th St
Rochelle, IL 61068

KNOW ALL MEN BY THESE PRESENTS, that

Chicago Title Trust CP TR#46042 FM-3 (“Grantor”), located at Jack Dame Drive and IL Rte. 251, City of Rochelle, County of Ogle and State of Illinois, for good and valuable consideration in the amount of Twelve Thousand Four Hundred and Two (\$12,402.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

the City of Rochelle, an Illinois municipal corporation

(“Grantee”), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (including underground duct packages, underground transmission/distribution wires and associated attachments) and fiberoptic facilities (“Facilities”), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 20 feet in width on each side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement (“Easement”) as more particularly described as:

A part of the Northeast Quarter (NE1/4) of Section Thirty-five (35), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at the northeast corner of an existing 92.93 acre tract conveyed to Chicago Title Trust CP TR#46042 FM-3, said point being on the southerly right-of-way of Jack Dame Road; thence South 1 degree 50 minutes 11 seconds East, along the east line of said 92.93 acre tract, a distance of 45.29 feet; thence North 66 degrees 47 minutes 24 seconds West, a distance of 276.35 feet; thence North 62 degrees 41 minutes 42 seconds West, a distance of 180.23 feet to a point on said southerly right-of-way of Jack Dame Road; thence southeasterly along the arc of a curve to the right having a radius of 1,105.34 feet, a chord bearing of South 73 degrees 03 minutes 45 seconds East, an arc distance of 214.55 feet; thence South 68 degrees 00 minutes 18 seconds East, a distance of 224.06 feet to the Point of Beginning, containing 0.318 acres, more or less

PIN #: 24-35-200-008-0000

Common Address: Land located south of Jack Dame Dr., Rochelle, Illinois 61068

Depicted: See attached **Exhibit A**

All situated in the Township of Flagg, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for itself and its heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

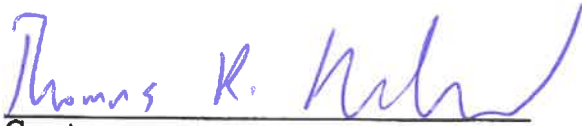
Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence consistent with the highest industry standards will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor and specifically that no Facilities will be placed at a depth that could interfere with the use of the property as a business or industrial park or for Grantor's current or intended uses; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will indemnify and save the Grantor, its agents, employees, representatives, successors and assigns harmless from any and all claims, suits, actions, loss or damage, including reasonable attorney's fees, the Grantor may sustain growing out of or arising in any manner from the construction, maintenance, repairing, altering, changing, using, operation or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon and shall restore and replace any property disturbed by Grantee's exercise of its rights hereunder.

Grantor and Grantee acknowledge that the Easement and Grantor's property are private property that and nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement or Grantor's property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that the easements created herein be for the exclusive benefit of the Grantee.

Dated this 23rd day of July, 2025.

Chicago Title Trust CP TR#46042 FM-3


Grantor

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

By: _____
City Manager

Attest: _____
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

BEFORE ME, the undersigned notary public, on this day personally appeared Thomas M. [Signature] personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacities therein set forth, including the release and waiver of the right of homestead rights.

Given under my hand and notarial seal this 23rd day of July, 2025.



[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh and Rose Hueramo, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, 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 notarial seal, this _____ day of _____, 2025.

(SEAL)
NOTARY PUBLIC _____

Prepared By:

DOMINICK L. LANZITO
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