
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. ____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE GREATER ROCHELLE ECONOMIC DEVELOPMENT
CORPORATION REGARDING CERTAIN LAND RIGHTS AT THE
PROPOSED TRANSLOADING CENTER EXPANSION**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM MCDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
JOHN GRUBAN
ROSAELIA ARTEAGA

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray Chicago, LLC, City Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE GREATER ROCHELLE ECONOMIC DEVELOPMENT
CORPORATION REGARDING CERTAIN LAND RIGHTS AT THE
PROPOSED TRANSLOADING CENTER EXPANSION**

WHEREAS, the City of Rochelle is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1, et seq.; and

WHEREAS, the City of Rochelle owns and operates a railroad known as the City of Rochelle Railroad which has been assigned the designation of CIR from the American Railroad Association (hereinafter referred to as “CIR”); and

WHEREAS, the City of Rochelle operates a railroad through the Rochelle Municipal Utilities (“RMU), one of its departments; and

WHEREAS, the City is making improvements to expand its transload yard (“Transloading Center”) and Greater Rochelle Economic Development Corporation (“GREDCO”) is developing a container storage facility on its property that is adjacent to the Transloading Center; and

WHEREAS, the City and GREDCO need to exchange certain property rights in order to facilitate the development of the Transloading Center on the City’ property and development of a container storage facility on GREDCO’S property that is adjacent to the Transloading Center; and

WHEREAS, the City’s staff and GREDCO have negotiated an agreement for the exchange of certain land rights, attached hereto as Exhibit 1; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to enter into and execute an agreement with GREDCO, entitled Agreement regarding Proposed Transload Yard Expansion, attached hereto as Exhibit 1; and

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle authorize the City Manager to execute and enter into agreement with GREDCO, entitled Agreement regarding Proposed Transload Yard Expansion, attached hereto as Exhibit 1, in a form subject to review and revision by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, resolution, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1

AGREEMENT REGARDING

PROPOSED TRANSLOAD YARD EXPANSION

This Agreement regarding the proposed transload yard expansion (the “Agreement”) is made and entered into by and between the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, and the City of Rochelle (the “City”), an Illinois municipality, and this is based on the following recitals:

A. The City holds title to approximately 10 acres in the South One-Half of the Southeast One-Quarter of Section 32, Township 40 North, Range 2 east of the Third Principal Meridian, Dement Township, Ogle County, Illinois, aligned immediately south of an adjacent to the tract defined by real estate permanent index number (“PIN”) 25-32-400-022 and lying immediately north of an adjacent tract defined by PIN 25-32-400-017 (the “City Tract” or the “Transload Yard”).

B. GREDCO holds the title to the approximately 10 acres in the South One-Half of the Southeast One-Quarter of section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Dement Township, Ogle County, Illinois, defined by PIN 25-32-400-022 (the “GRECO Tract” or the “Container Yard”).

C. The City proposes to develop a transload yard expansion on the City Tract, and GREDCO proposes to develop a storage area for rail containers on the GREDCO Tract.

D. The City requires rail access through the GREDCO Tract, and GREDCO has agreed to provide such rail access pursuant to the terms and conditions of this Agreement. This is illustrated as **A** on the attached Map, which is Exhibit 1 hereto.

E. The City proposes to pave the Container Yard, and such paving is expected to extend over the southerly 5 feet of the Container Yard. GREDCO has agreed to transfer and convey the south 5 feet of the Container Yard to the City. This is illustrated as **B** on the attached Map.

F. The City requires a 50-foot-wide strip along the East end of the Container Yard to connect the Transload Yard to the land East of the Container Yard, and GREDCO has agreed to grant the City a non-exclusive easement over such 50-foot-wide strip, allowing both GREDCO’s operations and City operations to use such easement for access. This is illustrated as **C** on the attached Map.

G. Ingress from Steward Road to the Container Yard and egress from the Container Yard to Steward Road is currently available only through the main entrance to the Transload Yard. In order for GREDCO to have access to Steward Road from the GREDCO Tract, GREDCO requests an access easement from the City to enter the Transload Yard to access the GREDCO Tract which is characterized as the “Container Yard.” The City has agreed to grant such access easement.

H. GREDCO is requesting that the City agree to allow GREDCO a second ingress to and egress from Steward Road north of the Container Yard in the event that GREDCO elects to have a second access point from the Container Yard onto Steward Road, and the City has agreed to cooperate in good faith with GREDCO to facilitate a second point of access from Steward Road north of the Container Yard, if and when GREDCO requires the same, but shall have no obligations to grant any such access based upon this Agreement. This is illustrated as E on the attached Map.

I. The access easements and proposed conveyance are illustrated on the attached exhibit prepared by Fehr Graham Engineering & Environmental (the "Map").

J. GREDCO's mission is to enhance economic development for the City, and the City and GREDCO agree to cooperate with regard to the development and usage of the proposed transload yard expansion.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and GREDCO agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as representations and undertakings by the City and GREDCO.

2. Grant of Rail Access through GREDCO Tract. GREDCO agrees to grant rail access through the GREDCO's Tract (the "Container Yard") to the City substantially as illustrated as A on the attached Map, and the City will be solely responsible for all costs, fees, and expenses to develop such rail access. The parties will execute a Railroad Easement in a form substantially similar to Exhibit 2.

3. Conveyance By GREDCO to the City. GREDCO agrees to transfer and convey the south 5 feet of the GREDCO Tract to the City, as illustrated as B on the attached Map, at the sole cost and expense of the City. GREDCO will execute a Warranty Deed conveying this land to the City in a form substantially similar to Exhibit 3.

4. Grant of 50-foot Wide Access Easement by GREDCO to City. GREDCO agrees to grant a non-exclusive access easement 50 feet in width at the East end of the GREDCO Tract, as illustrated as C on the attached Map. The City shall be solely responsible for all costs, fees, and expenses with respect to the construction and development of such access easement. Such access easement should be non-exclusive, and GREDCO retains the right to use such access easement, and both GREDCO and the City agree to reasonably cooperate with each other so as not to unreasonably interfere with the use of such access easement by the other party. The parties will execute an Access Road Easement in a form substantially similar to Exhibit 4.

5. Grant of Access Easement through City Tract to GREDCO. The City agrees to grant a non-exclusive access easement to GREDCO for GREDCO to have ingress to and egress from Steward Road to the GREDCO Tract as illustrated as D on the attached Map. GREDCO shall be solely responsible for any costs, fees, and expenses of developing and using such access easement. Such access easement shall be non-exclusive, and the City retains the right to use such

access; both GREDCO and the City agree to reasonably cooperate with each other so as not to unreasonably interfere with the use of such access easement by the other party. This is illustrated as D on the attached Map. The parties will execute an Ingress/Egress Easement in a form substantially similar to Exhibit 5.

6. Grant of Second Access Easement from Steward Road. The City has agreed to cooperate in good faith with GREDCO to facilitate a second point of access from Steward Road north of the Container Yard (the "Northwest Access"), as illustrated as E on the attached Map, if and when GREDCO requires the same, but shall have no obligations to grant any such access based upon this Agreement. GREDCO shall be responsible for all costs, fees, and expenses of developing and using such access easement.

7. Mutual Indemnification. Each of the City and GREDCO agrees to hold the other harmless, and to indemnify and protect it from and against all costs (including court costs), fees (including attorney's fees), liabilities, demands and expenses with respect to those matters for which each is responsible pursuant to the terms and conditions of this Agreement.

8. Title Insurance. GREDCO agrees to procure, at its cost, title insurance through a title company regularly doing business in Ogle County, Illinois, and to pay the recording charges for all grants of easements in favor of GREDCO set forth in this Agreement. Each party will be responsible for title insurance for the grants by that party through a title company regularly doing business in Ogle County, Illinois, and to pay the recording charges for all grants of easements and conveyance in favor of that party.

9. Closings. Except for the Northwest Access easement, the closings on the granting of the easements and conveyance as set forth in this Agreement shall occur within six months from the date of this Agreement.

10. Multiple Counterparts. This Agreement should be executed in multiple counterparts, such counterparts shall collectively be considered one Agreement.

Dated as of this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Prepared by:
Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
Attorneys for the City of Rochelle
200 W. Adams, Suite 2125

Chicago, Illinois 60606
Phone: (312) 724-8024

EXHIBIT 1
DEPICTION OF EASEMENTS AND LAND TRANSFER

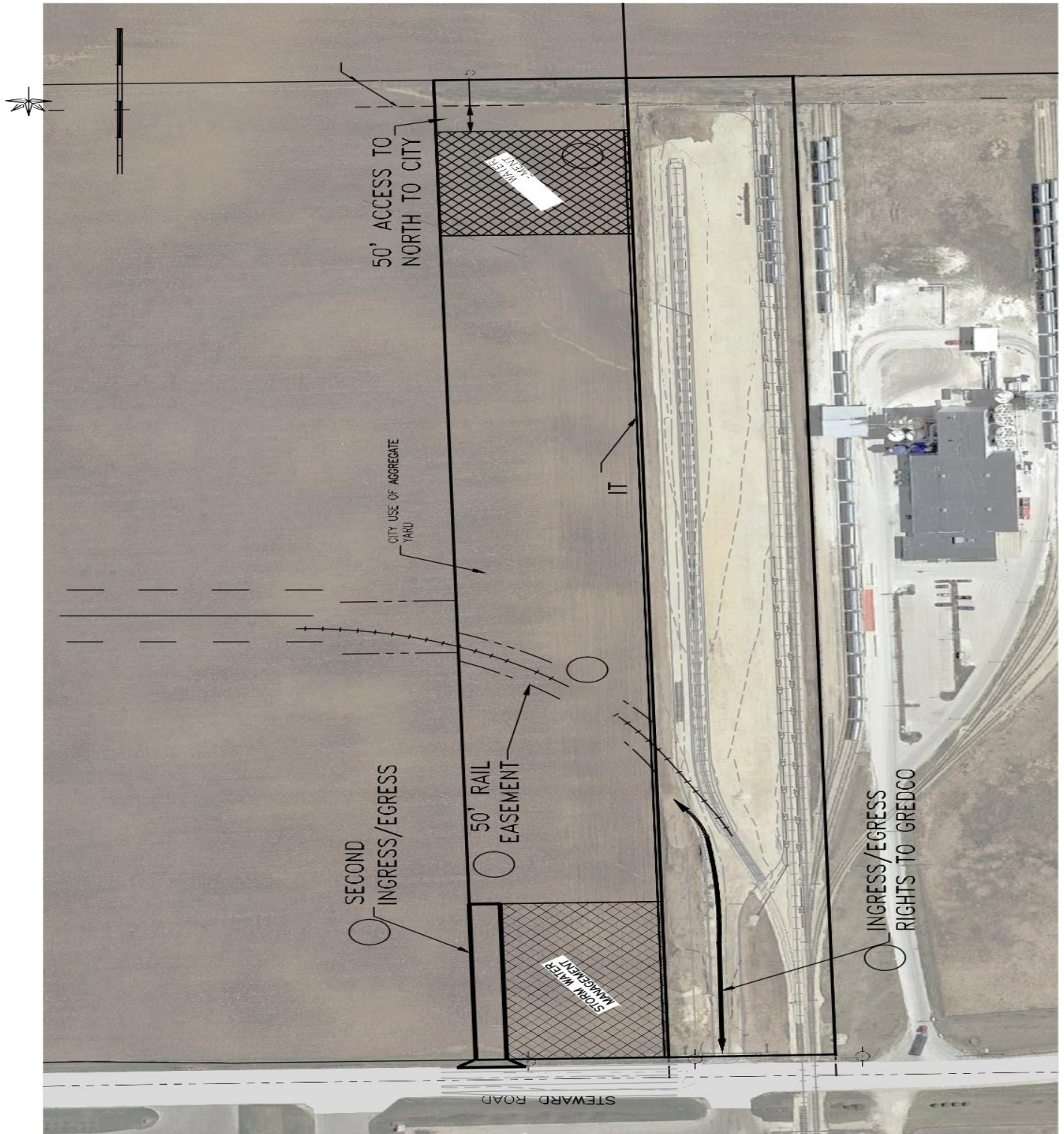


EXHIBIT 2
RAILROAD EASEMENT
EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 61068

RETURN TO:

DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **The City of Rochelle, Illinois (“Rochelle”), an Illinois municipal corporation**, (“Grantee”), a temporary construction and permanent easement for the construction of an ingress/egress road on Grantor’s property, and the right to construct and maintain the necessary appurtenances for said ingress/egress road over, under, along, upon and through said easement hereinafter described; 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 ingress/egress road, not exceeding 50 feet in total width.

The temporary construction and permanent ingress/egress easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-022
Common Address: Located on Steward Road, Rochelle, Illinois 61068
Depicted: See attached **Exhibit B**.

All situated in the Township of Dement, 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 ingress/egress road 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, and that Grantee shall have the right to remove any such buildings, structures, or fencings so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said ingress/egress road on the easement aforesaid; so as to leave the ground in substantially the same condition that existed before said ingress/egress road was constructed, and all surplus dirt or gravel is to be carefully removed from the premises; that all the construction work 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 said ingress/egress road and construction materials will be placed in a manner that could reasonably interfere with the Grantor's use of the property immediately adjacent to the easement; causing no damage to improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said ingress/egress road; 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.

Dated this ____ day of _____, 2022.

**Grantor, Greater Rochelle Economic Development Corporation
("GREDCO")**

By: _____
Richard Ohlinger, President

Attest: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared [], 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 _____ day of _____ , 2022.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the corporation.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

Prepared by:
Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
Attorneys for the City of Rochelle
200 W. Adams, Suite 2125
Chicago, Illinois 60606
Phone: (312) 724-8024

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

EXHIBIT 3
SPECIAL WARRANTY DEED FOR CONVEYANCE OF LAND TO THE CITY

SPECIAL
WARRANTY DEED

This Special Warranty Deed
made on this ____ day of
_____, 2022, by **GREATER
ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION,
an Illinois not-for-profit corporation,**
of 420 N. 6th Street, P.O. Box 601,
Rochelle, Illinois 61068 ("Grantor"),

to

**THE CITY OF ROCHELLE, an
Illinois municipal corporation,** of is
420 N. 6th Street, P.O. Box 601, Rochelle, Illinois 61068 ("Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) paid by Grantee and for other good and valuable consideration, bargains, grants, and sells to Grantee that real property located in the County of Lee, State of Illinois, more particularly described as follows:

[To be inserted when available]

Part of PIN: _____

Grantor, for itself and its successors, further covenants, promises and agrees with Grantee, its successors and assigns, that Grantor has not done or suffered to be done anything so that the property is or may be in any manner encumbered or charged except as set forth in this Deed; and Grantor further covenants that it will warrant and defend the property against all persons lawfully claiming by, through or under Grantor.

Subject to: General real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

In witness whereof, Grantor has executed this Deed on the date written above.

**GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION, an
Illinois not-for-profit corporation**

By: _____

Richard Ohlinger, President

State of Illinois

SS

County of Lee

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Richard Ohlinger**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, in his capacity as President of **GREATER ROCHELLE ECONOMIC DEVELOPMENT CORPORATION**, as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2022.

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. ___ the owner is not subdividing the land into 2 or more parts; or
- b. ___ exemption no. 2 of § 1 of the Act applies.

Date

Owner or Representative

This transaction is exempt under provisions of § 31-45 ("b") of the Real Estate Transfer Tax Law. (35 ILCS 200/31-1 *et seq.*)

Date

Buyer, Seller or Representative

Prepared by:

Taxes to and Return to:

Gary R. Gehlbach

The City of Rochelle

Ehrmann Gehlbach Badger & Considine, LLC

420 N. 6th Street

215 E. First Street, Suite 100

P.O. Box 601

P.O. Box 447

Rochelle, Illinois 61068

Dixon, IL 61021

(815) 288-4949

(815) 288-2968 (FAX)

gehlbach@egbclaw.com

[https://appriver3651000666.sharepoint.com/sites/GRG/RESale/GREDCO to City of Rochelle \(18 ac.\) 210446/DEED/Special Warranty Deed.docx](https://appriver3651000666.sharepoint.com/sites/GRG/RESale/GREDCO%20to%20City%20of%20Rochelle%20(18%20ac.)%20210446/DEED/Special%20Warranty%20Deed.docx)

EXHIBIT 4
ACCESS ROAD EASEMENT TO THE CITY

**EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD**

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 61068

RETURN TO:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **The City of Rochelle, Illinois (“Rochelle”), an Illinois municipal corporation**, (“Grantee”), a temporary construction and permanent easement for the construction of an ingress/egress road on Grantor’s property, and the right to construct and maintain the necessary appurtenances for said ingress/egress road over, under, along, upon and through said easement hereinafter described; 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 ingress/egress road, not exceeding 50 feet in total width.

The temporary construction and permanent ingress/egress easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-022
Common Address: Located on Steward Road, Rochelle, Illinois 61068
Depicted: See attached **Exhibit B**.

All situated in the Township of Dement, 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 ingress/egress road 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, and that Grantee shall have the right to remove any such buildings, structures, or fencings so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said ingress/egress road on the easement aforesaid; so as to leave the ground in substantially the same condition that existed before said ingress/egress road was constructed, and all surplus dirt or gravel is to be carefully removed from the premises; that all the construction work 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 said ingress/egress road and construction materials will be placed in a manner that could reasonably interfere with the Grantor's use of the property immediately adjacent to the easement; causing no damage to improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said ingress/egress road; 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.

Dated this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Attest: _____

Attest: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared [], 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 _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the corporation.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

Prepared By and Return To:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606
(312) 782-7150

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

EXHIBIT 5
INGRESS EGRESS EASEMENT TO GREDCO

**EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD**

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 61068

RETURN TO:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that **The City of Rochelle** (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation**,

(“Grantee”), a non- exclusive access easement for ingress/egress, upon and over said non-exclusive access easement on Grantor’s property hereinafter described, said right and access easement will only be effective so long as Grantee constructs and maintains a transload container storage facility on its property. Should Grantee fail to construct a transload container storage facility on its property within 24 months from the date of this instrument or fail to maintain a transload container storage facility for 12 consecutive months, the access easement shall be null and void.

The access easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-017
Common Address: Steward Road, Rochelle, Illinois 61068
Depicted: See attached **Exhibit B**.

All situated in the Township of Dement, 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 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 ingress/egress by constructing any additional barriers or obstructions on the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement to prohibit or hinder Grantee's access to its transload container storage facility.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in using the Easement, that all use of that access Easement is to be done in such a manner as in no way to damage the property of the Grantor and specifically that containers and materials will not be placed in a manner that could reasonably interfere with the use of the property immediately adjacent to the Easement; causing no damage to improvements of the Grantor of the Easement, nor interfering with or removing the support of the same; that it will indemnify, defend, and save the Grantor harmless from any and all loss or damage the Grantor may sustain arising in any manner from the use of the Easement. Grantee shall add Grantor as an additional insured for all insurance policies of Grantee to cover any liability for the use of the Easement, including, but not limited to all property and casualty insurance policies, worker's compensation, and general comprehensive liability.

Dated this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Attest: _____

Attest: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh, 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 ____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that he signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the limited liability company.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

Prepared By and Return To:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606
(312) 782-7150

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
“A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH THE GREATER ROCHELLE ECONOMIC DEVELOPMENT CORPORATION
REGARDING CERTAIN LAND RIGHTS AT THE PROPOSED TRANSLOADING CENTER
EXPANSION” which was adopted by the Mayor and City Council of the City of Rochelle on
September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of September, 2022.

CITY CLERK