
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT WITH
THE RICHARD R. AND DORIS J. KENNAY TRUSTS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd., City Attorneys
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

CITY OF ROCHELLE
Ogle County, Illinois

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**A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT WITH
THE RICHARD R. AND DORIS J. KENNAY TRUSTS**

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle ("City"), Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to "pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities." 65 ILCS 5/1-2-1; and

WHEREAS, while "non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute." (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, as part of the construction of the Centerpoint Substation, Rochelle Municipal Utilities ("RMU"), needs access and use of a portion of property identified as PIN: 024-22-400-016 ("Subject Property"); and

WHEREAS, the Owners (The Richard R. and Doris J Kennay Trusts) have agreed to enter into a temporary easement agreement to allow RMU to access and utilize the Subject Property in exchange for a payment of \$3,900.80 (a copy of which is attached herein as Exhibit 1); and

WHEREAS, a survey regarding proposed easement agreement is attached herein as Exhibit 2; and

WHEREAS, the Mayor and the City Council of the City of Rochelle hereby find it to be in the best interest of the City to authorize payment in the amount of \$3,900.80 and enter into the Temporary Easement Agreement attached herein as Exhibit 1 with the Richard R. and Doris J. Kennay Trusts.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF ROCHELLE, OGLE COUNTY, ILLINOIS:**

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

SECTION TWO: The City hereby authorizes the City Manager to execute an Easement Agreement with the Richard R. Kennay and Doris J. Kennay Trusts, in substantially the same form as attached hereto as Exhibit 1, subject to final review by the City Attorney. Furthermore, in consideration of the temporary easement agreement, the City authorizes payment to the Richard R. Kennay and Doris J. Kennay Trusts in the amount of \$3,900.80.

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, ordinance, 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.

APPROVED this 12th day of January 2026.

MAYOR _____

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Huéramo, 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 APPROVING A TEMPORARY CONSTRUCTION EASEMENT WITH THE RICHARD R. AND DORIS J. KENNAY TRUSTS" which was adopted by the Mayor and City Council of the City of Rochelle on January 12, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle 12th day of January 2026.

CITY CLERK

EXHIBIT 1

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF A TEMPORARY CONSTRUCTION EASEMENT ("Easement") made as of the ____ day of January, 2026, by and between RICHARD R. KENNAY, TRUSTEE OF THE RICHARD R. KENNAY TRUST UNDER DECLARATION DATED DECEMBER 14, 2005, as to an undivided one-half (½) interest, and DORIS J. KENNAY, TRUSTEE OF THE DORIS J. KENNAY TRUST UNDER DECLARATION DATED DECEMBER 14, 2005, as to an undivided one-half (½) interest (hereinafter referred to as the "Grantor") and the CITY OF ROCHELLE, an Illinois municipal corporation (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the undersigned Grantor is the owner 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 undersigned Grantee owns the property immediately adjacent to the Grantor's property and is desirous of improving its property at no cost or expense to the Grantor. The adjacent property owned by Grantee 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, Grantor is desirous of granting to Grantee a temporary construction easement to be used for general access and use and the storage of construction equipment and materials used in the construction of an electrical substation.

NOW THEREFORE, in consideration of One and No/100 Dollar (\$1.00) in hand paid by Grantee, the receipt of which is hereby acknowledged by Grantor, and other good and valuable consideration, including the mutual promises and covenants as set forth below, the parties do hereby agree as follows:

1. *Grant of Temporary Construction Easement.* Grantor hereby grants to Grantee a temporary construction easement ("Easement") on, over, below and across a portion of Grantor's property, situated in the City of Rochelle, County of Ogle, State of Illinois, which Easement's area is 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 Easement and made a part hereof.
2. *Construction and Installation.* Grantee 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 Grantor's property after the expiration of this Easement and Grantee shall complete construction of the substation contemplated under this agreement as expeditiously as possible.
3. *Restriction of Use:* The Easement is granted solely for temporary construction-related purposes in connection with improvements to the Grantee'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.
4. *Indemnity.* Grantee hereby expressly agrees to defend, hold harmless and indemnify Grantor from and against any and all claims, costs, damages, expenses, judgments and liability resulting from the acts and work performed pursuant to this Easement.
5. *Successors and Assigns.* All of the provisions, conditions and covenants of this 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 _____, 20____ or upon completion of the construction of the electrical substation, whichever is later.
6. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
7. *Recordation.* This Agreement shall be recorded with the Recorder of Deeds of Ogle County, Illinois by Grantee at Grantee's expense.

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,
GRANTOR**

By: _____
Richard R. Kennay, Trustee

CITY OF ROCHELLE, GRANTEE

By: _____
Jeffrey Fiegenschuh, City Manager

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

By: _____
Doris J. Kennay, Trustee

By: _____
Rose Hueramo, City Clerk

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

EXHIBIT 2

