
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH BOYLE FARM

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH BOYLE FARM

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, the City of Rochelle owns and operates a municipal electric utility system and regularly acquires property interests necessary to construct, operate, maintain, and expand its utility infrastructure; and

WHEREAS, the City has negotiated a Permanent Utility Easement Agreement with Boyle Farms for a portion of property located near Steward Road and East Ritchie Road (part of PIN 25-32-400-021) to facilitate the installation and operation of underground electric and fiberoptic facilities; and

WHEREAS, the proposed easement grants the City a permanent and exclusive utility corridor, together with the rights of ingress and egress necessary to construct, operate, inspect, maintain, repair, replace, and improve such facilities; and

WHEREAS, the City has agreed to pay the sum of Twenty Thousand Dollars (\$20,000.00) as full and adequate consideration for the easement rights conveyed pursuant to the Agreement; and

WHEREAS, acquisition of the easement is necessary to advance the Ritchie Road Substation-to-CHS electric infrastructure project, which will enhance the reliability and capacity of the City's electric utility system; and

WHEREAS, the location and configuration of the easement corridor will also preserve opportunities for future utility extensions and infrastructure improvements serving the Boyle property and surrounding areas; and

WHEREAS, the easement will further facilitate future electric system interconnections and improvements associated with the CenterPoint Substation, thereby supporting the long-term planning and development objectives of the City's electric utility system; and

WHEREAS, approval of the Permanent Utility Easement Agreement memorializes discussions and understandings reached between the City and the Boyle family during 2025 and secures the utility rights necessary for both current and future electric system projects; and

WHEREAS, the Owners of Boyle Farm (Jacqueline Coleman, Jennifer Boyle, Brittney Wilson, Thomas Mock and Kurt Boyle) have agreed to grant a permanent utility easement to the City for twenty thousand dollars (\$20,000), the Easement Agreement is attached herein as Exhibit 1; and

WHEREAS, the City Council finds that entering into the Permanent Utility Easement Agreement is in the best interests of the City and is necessary to promote the efficient, reliable, and future expansion of the City's electric utility infrastructure.

NOW, THEREFORE, BE IT RESOLVED 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 Jacqueline Coleman, Jennifer Boyle, Brittney Wilson, Thomas Mock and Kurt Boyle for the payment of twenty thousand dollars (\$20,000), as attached herein as Exhibit 1, subject to final review 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, 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.

PASSED THIS 10th day of August, 2026.

AYES:

NAYS:

ABSENT:

APPROVED THIS 10th day of August, 2026.

MAYOR _____

ATTEST:

CITY CLERK

EXHIBIT 1

EASEMENT AGREEMENT

EASEMENT AGREEMENT FOR UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)

LEGAL DESCRIPTION PREPARED BY:

Willet Hofmann & Associates, Inc.
809 East 2nd Street
Dixon, IL 61021

RETURN TO:

Dominick L. Lanzito
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310
Lisle, Illinois 60532

KNOW ALL MEN BY THESE PRESENTS, that

Jacqueline Coleman (Grantor), located at 11936 The Ramble Drive, Huntersville, NC 28078 in the county of Mecklenburg and State of North Carolina, **Jennifer Boyle** (Grantor), located at 4400 Moncure Pittsboro Road, Moncure, NC 27559 in the county of Chatham and State of North Carolina, **Brittney Wilson** (Grantor), located at 7039 Brookline Place, Huntersville, NC 28078 in county of Mecklenburg and State of North Carolina, **Thomas Mock** (Grantor), located at 1488 Beecham Way, Chapel Hill, NC 27517 in the county of Durham and State of North Carolina, and **Kurt Boyle** (Grantor), located at 1506 N River Road McHenry, IL 69051 in the county of McHenry and State of Illinois, for good and valuable consideration in the amount of \$20,000.00 Dollars, which is inclusive of attorneys' fees, 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, exclusive easement for underground utility facilities (including underground duct packages, underground transmission 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") is more particularly described as follows:

AS: A part of the Southeast Quarter (SE ¼) of Section Thirty-two (32), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at northwest corner of an existing 67.6 acre tract conveyed to Thomas D Boyle Trustee, Et. Al., said point being at the intersection of the east right-of-way of Steward Road and the south right-of-way of E. Ritchie Road; thence North 72 degrees 18 minutes 41 seconds East, along said south right-of-way, a distance of 188.75 feet; thence North 88 degrees 45 minutes 55 seconds East, continuing along said north right-of-way, a distance of 590.00 feet; thence South 1 degree 14 minutes 05 seconds East, a distance of 20.00 feet; thence South 88 degrees 45 minutes 55 seconds West, a distance of 587.11 feet; thence South 72 degrees 18 minutes 41 seconds West, a distance of 170.87 feet; thence South 1 degree 23 minutes 18 seconds East, a distance of 1,410.01 feet; thence South 88 degrees 36 minutes 42 seconds West, a distance of 20.00 feet to the aforementioned east right-of-way of Steward Road; thence North 1 degree 23 minutes 18 seconds West, along said east right-of-way, a distance of 1,425.00 feet to the point of Beginning, containing 1.004 acres, more or less

PIN #: Part of 25-32-400-021

Common Address: Steward Road and Ritchie Road, Rochelle, Illinois

Depicted: See attached **Exhibit A**.

All situated in the Townships of Dement, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue

Grantors', for themselves and their 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.

Notwithstanding the rights granted herein, Grantor reserves the continuing right to use and cross the Easement Area for ingress, egress, driveways, and any other lawful purpose that does not interfere with or cause damage to Grantee's Facilities or operations. Grantor further reserves the right to install, construct, maintain, repair, replace, and relocate utilities, including but not limited to water, sanitary sewer, storm sewer, gas, electric, telecommunications, and drainage improvements across the Easement, provided such activities do not interfere with the use, operation, or maintenance of Grantee's facilities or cause damage to Grantee's Facilities. Grantee shall reasonably cooperate with Grantor regarding any such crossings or utility installations.

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 fencings so constructed or placed if such buildings, structures, or fencings materially interfere with or cause damage to the Facilities.

In the event of any crop damage at any time as a result of either the initial construction or future maintenance of the facilities, the Grantee agrees that it will compensate the Grantor (or the party farming the property or the owner of the crops, as the case may be) in a fair and reasonable

amount for the losses sustained from said damage. In addition, in the event that the construction or maintenance of the facilities causes compaction of areas that are used to grow crops, the Grantee agrees to compensate the Grantor (or the party farming the property, as the case may be) in an amount equal to two (2) years reasonable rent for the affected area. Determination of reasonable rent shall be based on the fair rental value of farmland in the immediate neighborhood of the affected area.

Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's heirs, successors, and assigns from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to bodily injury, death, or damage to the property or any third party, to the extent caused by or resulting from Grantee's exercise of its rights under this Easement or the acts or omissions of Grantee or its officers, agents, employees, contractors, or invitees; provided, however, that Grantee shall have no obligation to indemnify Grantor to the extent any such claim, damage, loss, or injury is caused by the negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors, or invitees.

Grantee may not assign, transfer, convey, or otherwise alienate this Easement, in whole or in part, except to a public utility or a governmental entity, and any purported assignment, transfer, conveyance, or other alienation in violation of this provision shall be void and of no force or effect.

If Grantee ceases to use the Easement for the purposes set forth herein for a period of five (5) consecutive years, then, at Grantor's written request, Grantee shall, within a reasonable time, remove the Facilities and any related improvements installed by or on behalf of Grantee within the Easement and restore the surface of the Easement area as nearly as reasonably practicable to its condition immediately preceding such removal, ordinary wear and tear excepted.

[Signatures on Following Pages]



Dated this _____ day of _____, 2026.

JACQUELINE COLEMAN

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

Grantor(s)

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG) ss.

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 _____, 2026.

(SEAL)

NOTARY PUBLIC

Dated this 7 day of July, 2026.

JENNIFER BOYLE

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

Jennifer Boyle
Grantor(s)

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF NORTH CAROLINA)
COUNTY OF CHATHAM Orange) ss.

BEFORE ME, the undersigned notary public, on this day personally appeared Jennifer L. Boyle 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
7th day of July, 2026.

Anuni Patel
NOTARY PUBLIC



Dated this 3 day of July, 2026.

JACQUELINE COLEMAN

Jacqueline Coleman
Grantor(s)

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

)
) ss.
)

BEFORE ME, the undersigned notary public, on this day personally appeared Jacqueline Coleman 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.



(SEAL)

Given under my hand and notarial seal this
3 day of July, 2026.

Micah M. Cooke
NOTARY PUBLIC

Dated this _____ day of _____, 2026.

JENNIFER BOYLE

Grantor(s)

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

)
) ss.
)

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.

(SEAL)

Given under my hand and notarial seal this
____ day of _____, 2026.

NOTARY PUBLIC

Dated this 3rd day of July, 2026.

BRITTNEY WILSON

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

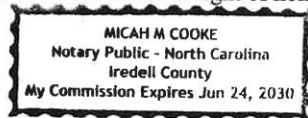
Brittney Wilson
Grantor(s)

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG) ss.

BEFORE ME, the undersigned notary public, on this day personally appeared Brittney Wilson, 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.



(SEAL)

Given under my hand and notarial seal this
3 day of July, 2026.

Micah M. Cooke
NOTARY PUBLIC

Dated this _____ day of _____, 2026.

THOMAS MOCK

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

Grantor(s)

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF NORTH CAROLINA)
COUNTY OF DURHAM) ss.

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 _____, 2026.

(SEAL)

NOTARY PUBLIC

Dated this _____ day of _____, 2026.

BRITTNEY WILSON

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

Grantor(s)

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG) ss.

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 _____, 2026.

(SEAL)

NOTARY PUBLIC

Dated this 7th day of July, 2026.

THOMAS MOCK

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

Thomas Mock
Grantor(s)

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF NORTH CAROLINA)

COUNTY OF ~~DURHAM~~ Orange) ss.

BEFORE ME, the undersigned notary public, on this day personally appeared Thomas D. Mock, 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
7th day of July, 2026.



Anjni Patel
NOTARY PUBLIC

Dated this 3 day of July, 2026.

KURT BOYLE, BY JACQUELINE COLEMAN,
(POWER OF ATTORNEY)

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

Kurt Boyle by Jacqueline Coleman,
Grantor(s) Power of Attorney

By: _____
Interim City Manager

Attest: _____
City Clerk

STATE OF ~~ILLINOIS~~ NORTH CAROLINA)
COUNTY OF ~~MC HENRY~~ MECKLENBURG) ss.

BEFORE ME, the undersigned notary public, on this day personally appeared Jacqueline Coleman POA 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.



(SEAL)

Given under my hand and notarial seal this
3 day of July, 2026.

Micah M. Cooke
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF OGLE) ss.

BEFORE ME, the undersigned notary public, on this day personally appeared Zeke Jackson and Rose Hueramo, the Interim 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 _____, 2026.

(SEAL)

NOTARY PUBLIC

Prepared By and Return To:

DOMINICK L. LANZITO
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310
Lisle, Illinois 60532

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 APPROVING AN EASEMENT AGREEMENT WITH BOYLE FARM," which was adopted by the Mayor and City Council of the City of Rochelle on August 10, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of August, 2026.

CITY CLERK