
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION APPROVING A PERMITTED FACILITIES AGREEMENT BETWEEN
THE CITY OF ROCHELLE AND BP MIDWEST PRODUCT PIPELINES
HOLDINGS LLC**

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

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HOLDINGS LLC**

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 have only those powers granted by law; and

WHEREAS, the City of Rochelle ("City"), Ogle County, Illinois, is a non-home rule unit of local government pursuant to Section 7 of Article VII of the Illinois Constitution and may exercise only those 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, an easement was granted by Blanche Wolf and Carl Wolf, her husband, to Standard Oil Company, an Indiana corporation, its successors and assigns, dated July 9, 1946, and recorded September 16, 1946, in Book 15 of Miscellaneous Records, Page 217, in the Office of the Recorder of Ogle County, Illinois (the "Original Easement"); and

WHEREAS, the Original Easement was amended and limited to a strip of land fifty (50) feet in width through a Partial Release of Right-of-Way Conveyance dated December 20, 1957, and recorded January 13, 1958, in Book 33 of Releases, Page 369, in the Office of the Recorder of Ogle County, Illinois (the "Easement Strip"); and

WHEREAS, the Original Easement was further amended and relocated by a Right-of-Way Conveyance dated January 5, 1960, and recorded March 11, 1960, in Book 41 of Miscellaneous Records, Page 245, in the Office of the Recorder of Ogle County, Illinois (the "Easement 2"); and

WHEREAS, pursuant to the Original Easement, Easement Strip, and Easement 2 (collectively, the "Easements"), BP Midwest Product Pipelines Holdings LLC ("BP") owns,

operates, and maintains certain petroleum pipeline facilities and related equipment, appurtenances, and apparatus (collectively, the "Pipeline") within the Easements; and

WHEREAS, the City has acquired title to certain real property legally described in Exhibit B attached to the Permitted Facilities Agreement, a portion of which is subject to the Easements; and

WHEREAS, the City has requested BP's consent to construct certain improvements within the Easements, including an asphalt pad located approximately eleven (11) feet from the pipeline centerline and concrete bollards intended to restrict vehicular traffic on or over the Easements and pipeline centerline (collectively, the "Permitted Facilities"); and

WHEREAS, BP has agreed, subject to the terms and conditions set forth in the Permitted Facilities Agreement, to permit the construction, maintenance, and operation of the Permitted Facilities within the Easements; and

WHEREAS, the Permitted Facilities Agreement requires, among other things, that the City assume responsibility for construction, maintenance, repair, replacement, and removal of the Permitted Facilities, comply with applicable utility-locating requirements, and indemnify BP as provided therein; and

WHEREAS, the City Council finds that entering into the Permitted Facilities Agreement is necessary and desirable to facilitate the City's planned improvements while preserving BP's rights under the Easements and protecting the public health, safety, and welfare; and

WHEREAS, the City Council has reviewed the proposed Permitted Facilities Agreement and finds that its execution is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, 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 Permitted Facilities Agreement between the City of Rochelle and BP Midwest Product Pipelines Holdings LLC, substantially in the form attached hereto and incorporated herein as Exhibit 1, is hereby approved.

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 14th day of September, 2026.

AYES:

NAYS:

ABSENT:

APPROVED THIS 14th day of September, 2026.

MAYOR _____

ATTEST:

CITY CLERK

EXHIBIT 1

This Document prepared by
and when recorded return to:
Todd Cavanaugh
BP Pipelines (North America) Inc.
30 South Wacker Drive
Suite 900
Chicago, IL 60606
(630) 816-5459

BP File: 4000_0441
Database: 18822
Tax ID: 25-30-400-002

PERMITTED FACILITIES AGREEMENT

DATE: _____, 2026

GRANTOR: BP Midwest Product Pipelines Holdings LLC
30 South Wacker Drive, Suite 900
Chicago, IL 60606

GRANTEE: City of Rochelle, a municipal corporation
Attn: City Manager
420 N. 6th Street
Rochelle, IL 61068

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BP Midwest Product Pipelines Holdings LLC a Delaware limited liability company (hereinafter called "bp"), is the present owner of a right of way and easement (hereinafter called the "Easement"), in, over, through, under and across the following described parcel of land in Ogle County, Illinois:

See Exhibit A attached hereto;

granted by Blanche Wolf and Carl Wolf, her husband, to Standard Oil Company, an Indiana corporation, its successors and assigns, dated July 9, 1946 and recorded September 16, 1946 in Book 15 of Misc., Page 217 in the Office of the Recorder of Ogle County, Illinois.

WHEREAS, the Easement was amended and limited to a strip of land (hereinafter called the "Easement Strip") 50 feet in width, by a Partial Release of Right of Way Conveyance document, dated December 20, 1957, recorded in Book 33 of Releases, Page 369 on January 13, 1958 in the Office of the Recorder of Ogle County, Illinois.

WHEREAS, the Easement was amended and relocated to a strip of land (hereinafter called the "Easement 2") by a Right-of- Way Conveyance document dated January 5, 1960, recorded in Book 41 of Misc., Page 245, on March 11, 1960 in the Office of the Recorder of Ogle County, Illinois.

WHEREAS pursuant to the Easement, Easement Strip, and Easement 2, (hereinafter called "Easements") bp owns, maintains and operates a pipeline(s) with equipment, appurtenances and apparatus thereto, if any (hereinafter collectively called "Pipeline") within said Easements; and

WHEREAS City of Rochelle (hereinafter called "LANDOWNER") has subsequently acquired title to a tract of land legally described in **Exhibit B** attached hereto and made a part hereof, being all or a part of the same land covered by the Easements; and

WHEREAS, LANDOWNER has requested bp to consent to certain improvements including the installation of an **asphalt pad located approximately eleven feet (11') from bp centerline**, as well as the installation of **concrete bollards used to restrict traffic on or over bp's easement and centerline** (hereinafter called "Permitted Facilities"), as more clearly depicted on **Exhibit C**, attached hereto and made a part hereof, which would be within the Easements.

NOW, THEREFORE, in reliance on the aforesaid representation and the mutual covenants herein contained, notwithstanding any of the provisions of the Easements which prohibit such construction within the Easements, bp hereby consents and agrees, insofar as it has the lawful right so to do, to the construction and maintenance of the Permitted Facilities within the Easements, subject to the following terms and conditions:

- 1) bp has the right to remove portion(s) of the Permitted Facilities as necessary in bp's sole discretion in the exercise of its rights under the Easements. After bp has completed any work necessitating the removal of the Permitted Facilities or any portion thereof, LANDOWNER shall be responsible for replacing and repairing the Permitted Facilities subject to the terms and conditions of this Agreement, bp shall not be responsible for any damage to the Permitted Facilities and LANDOWNER releases bp from all costs, losses or damages directly or indirectly arising from bp's removal of portions of the Permitted Facilities.
- 2) LANDOWNER shall release, defend, indemnify and hold harmless bp and its affiliates, and its and their agents, employees, officers, directors, insurers, contractors, subcontractors, representatives, successors and assigns (the "bp Parties") from and

against any and all actions, claims, settlements, judgments, demands, liens, losses, liabilities, damages, fines, penalties, interest, costs, expenses (including, without limitations, expenses attributable to the defense of any actions or claims), and reasonable attorney's fees and other legal expenses and costs, (collectively "losses") arising out of (a) injury to, or death of persons (including any bp Party or any employee, contractor or subcontractor of bp or (b) damage to or loss of any property (including that of any bp Parties or any employee, contractor or subcontractor of bp or (c) harm to the environment, caused by, arising out of, or resulting from, either directly or indirectly, the activities contemplated under this Agreement, regardless of whether such losses are caused or contributed to (or allegedly caused or contributed to) by the joint, concurrent or any other form of negligence, strict liability (statutory or otherwise) or other fault of any bp Party, or a preexisting condition, but excluding any losses to the extent caused by the sole or gross negligence or willful misconduct of any bp Party.

- 3) All costs and expenses for constructing, operating, maintaining and removing the Permitted Facilities shall be borne solely by LANDOWNER, its successors and assigns.
- 4) LANDOWNER shall not commence with any excavation or construction without first contacting the local "One-Call" utility locating service at least 48 hours (two working days) prior to initiating any excavation or construction activities so bp can arrange to have a representative present when LANDOWNER or its contractor are performing activities contemplated under this Agreement.
- 5) Bp may, at its sole discretion, elect to have a representative on site when LANDOWNER or its contractor are performing activities contemplated under this Agreement and LANDOWNER herein acknowledges that bp's representative shall have full authority to stop any of LANDOWNER's excavation or construction related activities if bp's representative, in his/her sole discretion, feels LANDOWNER's activities could result in damage to bp's Pipeline.
- 6) LANDOWNER shall immediately cease work and notify bp if bp's Pipeline is struck by any means of earth disturbing equipment so bp can inspect its Pipeline, and if required, make all necessary repairs.
- 7) LANDOWNER shall require its contractor to follow the general excavation and construction requirements outlined in **Exhibit D** attached hereto.

All notices shall be sent by United States registered or certified mail, return receipt requested, and shall be addressed to the parties at the addresses first mentioned above or at such other address as the parties may direct.

The Easement shall remain in full force and affect except as modified and changed by this Agreement.

If any one or more of the provisions of this Agreement, or the applicability of any such provisions to a specific situation shall be invalid or unenforceable, the validity and enforceability of all other applications of such provisions shall not be affected.

The covenants contained in this Agreement shall constitute covenants running with the land and shall be binding upon and insure to the benefit of the parties hereto, their personal representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

[Signature pages follow.]

BP Midwest Product Pipelines Holdings LLC

By: BP Pipelines (North America) Inc., its managing member

By: _____

Name: Chris Vodicka
Please Print

Title: Alternative Member Representative
Please Print

ACKNOWLEDGMENT

THE STATE OF _____)
)
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this day personally appeared Chris Vodicka, known to me to be the Alternative Member Representative, of **BP Midwest Product Pipelines Holdings LLC**, a Delaware limited liability company, and Vice President of **BP Pipelines (North America) Inc.**, a Maine corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

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

Notary Public

My Commission Expires: _____

City of Rochelle, a municipal corporation

By: _____

Name: _____
Please Print

Title: _____
Please Print

ACKNOWLEDGMENT

THE STATE OF _____)
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the _____, of the City of Rochelle, a municipal corporation of the State of Illinois, and acknowledged to me that _____ executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

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

Notary Public

My Commission Expires: _____

Exhibit A

In the County of Ogle, State of Illinois, described as follows:

The East $\frac{1}{2}$ of the South East $\frac{1}{4}$ (except the North 23.40 rods) of Section 25 in Township 40 North, Range 1 East of the 3rd P.M.

And—

The South West $\frac{1}{4}$ and the South West $\frac{1}{4}$ of the South East $\frac{1}{4}$ in Section 30, Township 40 North, Range 2 East of the 3rd P.M.

Also the North West $\frac{1}{4}$ of the South East $\frac{1}{4}$, West of Rail Road, in Section 30, Township 40 North, Range 2 East of the 3rd P.M.

Exhibit B

Part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty (30), Township Forty (40) North, Range Two (2) East of the Third Principal Meridian, described as:

Beginning at the Northeast corner of said Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty (30), thence West, on the North line of said Quarter Quarter Section, Nine Hundred Seventy-one and Five Hundredths (971.05) feet to the easterly line of the right of way of the Chicago, Burlington & Quincy Railroad Company; thence southeasterly on said easterly right of way line making an angle of Seventy-two Degrees, Four Minutes (72°04') measured clockwise from the last described course Five Hundred Ninety-seven and Two Hundredths (597.02) feet; thence easterly parallel with the South line of said Section Thirty (30), Seven Hundred Eighty-five and Fifty-five Hundredths (785.55) feet to the East line of said Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty (30); thence northerly on the East line of said Quarter Quarter Section Five Hundred Sixty-eight and No Tenths (568.0) feet to the point of beginning, containing an area of Eleven and Forty-five Hundredths (11.45) acres, more or less; RESERVING unto the Chicago, Burlington & Quincy Railroad Company, its successors and assigns, the right, privilege and easement to use a strip of land uniformly Fifty (50) feet wide off the westerly side of the above-described premises for roadway purposes and for purposes of ingress to and egress from adjacent property or properties, and the further right to grant to others the right to use said premises for such purposes.

Situate in the County of Ogle, in the State of Illinois.

Parcel ID Number: 25-30-400-002

Rochelle Asphalt
Pad



- 5

UNCONTROLLED

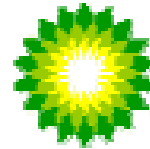


GCRS: ICRN WGS 1284
 Geostatic Datum: WGS 1284
 PCRS: WGS 1284 Web Mercator Auxiliary Sphere
 Projection: Mercator Auxiliary Sphere

[illegible]

Date printed: June 29, 2020
Time printed: 13:20 PM

EXHIBIT D



BP Pipelines (North America) Inc.
30 South Wacker Drive
Suite 900
Chicago, IL 60606

Excavation Specific Requirements

1. No excavation or construction activity will be permitted in the vicinity of a pipeline until all appropriate communications have been made with BP's field operations and the Right-of-Way Department. A formal engineering assessment may be required.
2. There shall be no excavation or backfilling within the pipeline right-of-way for any reason without a representative of BP on site giving permission.
3. In some instances, excavation and other construction activities around certain pipelines can be conducted safely only when the pipeline operating pressure has been reduced. Contractors are therefore cautioned that excavation which exposes or significantly reduces the cover over a pipeline may have to be delayed until the reduced operating pressures are achieved.

General Construction Activities

1. The contractor shall not be permitted to transport construction materials or equipment longitudinally over the pipeline.
2. Where it is necessary for construction equipment (i.e., tractors, backhoes, dump trucks, etc.) or equipment transporting construction materials to cross the pipeline, the crossing of the pipeline right-of-way shall be at, or as near to, a 90° angle as is feasible.
3. To gain access to the job site, the contractor shall submit a plan indicating where construction equipment will cross the pipeline, along with the depth of the pipe at the crossings, any proposed ramping over the pipeline, together with the following specifications for the equipment: type and weight of equipment; for track equipment – track width and length; for wheeled equipment – number of axles (single or tandem axles). BP will perform a stress factor calculation to determine if the equipment can safely cross the pipeline. If crossing of the pipeline is allowed, special measures may need to be taken to ensure the integrity of the pipeline.
4. No track type construction equipment shall be permitted to pivot or turn directly over the top of the pipeline.
5. A scraper or pan type tractor shall not be used for removal of soil within ten feet (10') of the centerline of the pipeline. Rubber tire or small track type equipment is an acceptable alternative.
6. A sheepfoot roller shall not be used for compaction purposes within the BP/CHICAGO/OLYMPIC ROW.
7. No vibratory rollers shall be used within the BP/CHICAGO/OLYMPIC ROW.

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 A PERMITTED FACILITIES AGREEMENT BETWEEN THE CITY OF ROCHELLE AND BP MIDWEST PRODUCT PIPELINES HOLDINGS LLC," which was adopted by the Mayor and City Council of the City of Rochelle on September 14, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 14th day of September, 2026.

CITY CLERK