
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH FRESH
FURROW, 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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH FRESH
FURROW, 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 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, Rochelle Municipal Utilities ("RMU") is constructing a new Centerpoint Substation; and

WHEREAS, as part of the project, RMU will need to acquire several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation; and

WHEREAS, these easements will ensure permanent access for operations, maintenance, and emergency response; and

WHEREAS, in particular, the project will require an easement from Fresh Furrow, LLC ("the Owner") on property located at IL Rte. 38 PIN 24-22-400-007-0000; and

WHEREAS, the Owner has agreed to grant an easement to the City, the Easement Agreement is attached herein as Exhibit 1; and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to enter into an Easement Agreement with Fresh Furrow, LLC.

**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 Fresh Furrow, LLC for the payment of Seventy-Eight Thousand Four Hundred and Eight (\$78,408.00) Dollars in substantially the same form 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 November, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 10th day of November, 2025.

MAYOR _____

ATTEST:

CITY CLERK

EXHIBIT 1

**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

Fresh Furrow, LLC ("Grantor"), located at IL Rte. 38, City of Rochelle, the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Seventy Eight Thousand Four Hundred and Eight (\$78,408.00) 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 Southeast Quarter (SE1/4) of Section Twenty-two (22), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, City of Rochelle, Ogle County, Illinois, described as follows:

Beginning at the intersection of the west line of a 38.29 acre tract conveyed to Fresh Furrow LLC with the northerly right-of-way of Illinois Route 38; thence North 1 degree 28 minutes 44 seconds West, along said west line, a distance of 2,028.70 feet; thence North 1 degree 27 minutes 16 seconds West, continuing along said west line, a distance of 1,324.73 feet; thence North 58 degrees 35 minutes 47 seconds East, a distance of 115.46 feet to the southerly right of way line of Burlington Northern Santa Fe Railroad; thence South 57 degrees 40 minutes 26 seconds East, along said southerly right of way line, a distance of 89.21 feet; thence South 58 degrees 35 minutes 47 seconds West, a distance of 173.74 feet; thence South 1 degree 36 minutes 30 seconds East, a distance of 3,274.73 feet to said northerly right-of-way of Illinois Route 38; thence South 88 degrees 32 minutes

45 seconds West, along said northerly right-of-way, a distance of 31.59 feet to the Point of Beginning, containing 2.376 acres, more or less.

PIN #: 24-22-400-007-0000

Common Address: Land located at IL Rte. 38, City of Rochelle, Illinois.

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 ____ day of _____, 2025.

FRESH FURROW, LLC



Manager

THE CITY OF ROCHELLE, AN ILLINOIS
MUNICIPAL CORPORATION

By: _____
City Manager

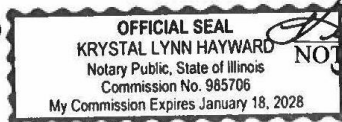
Attest: _____
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared ^{Erin}~~Amanda~~ Cappel 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 8th day of ~~September~~ 2025.

(SEAL)



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.

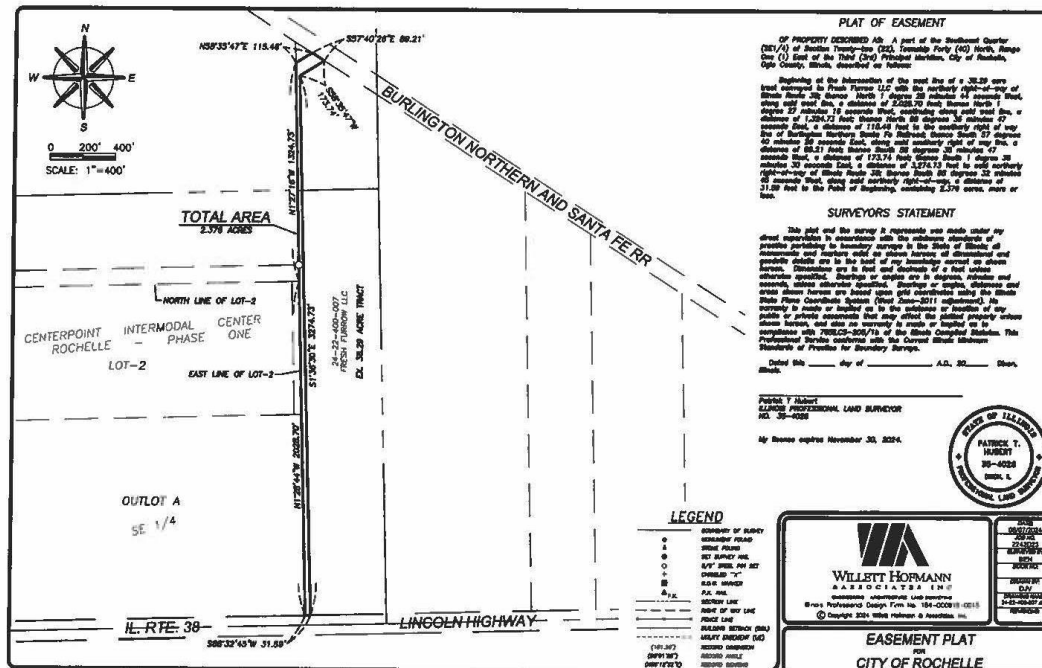
(SEAL)

NOTARY PUBLIC

Prepared By:

DOMINICK L. LANZITO
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Boulevard, Suite 350
Naperville, IL 60563
(630) 614-7611

EXHIBIT A



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 FRESH FURROW, LLC" which was adopted by the Mayor and City Council of the City of Rochelle on November 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of November, 2025.

CITY CLERK