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**THE CITY OF ROCHELLE**  
**Ogle County, Illinois**

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**RESOLUTION**  
**NO. \_\_\_\_\_**

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**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH CHICAGO TITLE  
TRUST**

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**JOHN BEARROWS, Mayor**  
**ROSE HUERAMO, City Clerk**

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

**City Council**

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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 CHICAGO TITLE TRUST**

**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 Chicago Title Trust CP TR#46042 FM-3 ("the Owner") on property located at Jack Dame Drive and IL Rte 251, PIN 24-36-100-023-0000; 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 Chicago Title Trust CP TR#46042 FM-3.

**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 Chicago Title Trust CP TR#46042 FM-3 for the payment of Ninety-Nine Thousand Seven Hundred and Twenty-Three (\$99,723.00) 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 2<sup>nd</sup> Street  
P.O. Box 367  
Dixon, IL 61021

#### **RETURN TO:**

Blake Toliver  
Rochelle Municipal Utilities  
420 N 6<sup>th</sup> St  
Rochelle, IL 61068

#### **KNOW ALL MEN BY THESE PRESENTS, that**

**Chicago Title Trust CP TR#46042 FM-3** ("Grantor"), located at Jack Dame Drive and IL Rte 251, Rochelle, County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ninety-Nine Thousand Seven Hundred and Twenty-Three (\$99,723.00) 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 Northwest Quarter (NW1/4) of Section Thirty-six (36), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at the northwest corner of an existing 33.11 acre tract conveyed to Chicago Title Trust CP TR#46042 FM-3, said point being on the southerly right-of-way of Jack Dame Road; thence South 68 degree 00 minutes 18 seconds East, along said southerly right-of-way, a distance of 362.40 feet; thence southeasterly along said southerly right-of-way and along the arc of a curve to the left having a radius of 1,333.24 feet, a chord bearing of South 79 degrees 52 minutes 02 seconds East, an arc distance of 551.33 feet; thence North 88 degrees 18 minutes 04 seconds East, continuing along said southerly right-of-way, a distance of 280.55 feet to a point on the westerly right-of-way of Illinois Route 251; thence South 46 degrees 37 minutes 41 seconds East, along said westerly right-of-way, a distance of 140.60 feet; thence South 0 degrees 44 minutes 27 seconds West, continuing along said westerly right-of-way, a distance of 448.99 feet to the southeast corner of said 33.11 acre

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tract; thence South 69 degrees 19 minutes 40 seconds West, along the south line of said 33.11 acre tract, a distance of 66.93 feet; thence North 4 degrees 25 minutes 45 seconds West, a distance of 493.00 feet; thence North 88 degrees 57 minutes 36 seconds West, a distance of 341.18 feet; thence North 80 degrees 58 minutes 33 seconds West, a distance of 389.84 feet; thence North 65 degrees 47 minutes 49 seconds West, a distance of 379.30 feet to a point on the west line of said 33.11 acre tract; thence North 1 degree 50 minutes 11 seconds West, along said west line, a distance of 45.29 feet to the Point of Beginning, containing 2.557 acres, more or less.

PIN #: 24-36-100-023-0000

Common Address: Land located West of IL Rte 251 between Jack Dame Dr. and I-88, Rochelle, Illinois 61068

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.

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Dated this 23<sup>rd</sup> day of July, 2025.

Chicago Title Trust CP TR#46042 FM-3

Thomas R. Nelson  
Grantor

THE CITY OF ROCHELLE, AN ILLINOIS  
MUNICIPAL CORPORATION

By: \_\_\_\_\_  
City Manager

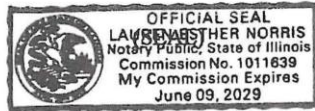
Attest: \_\_\_\_\_  
City Clerk

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STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF COOK

BEFORE ME, the undersigned notary public, on this day personally appeared Thomas Marshall  
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 23<sup>rd</sup> day of July, 2025.



[Signature]  
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.

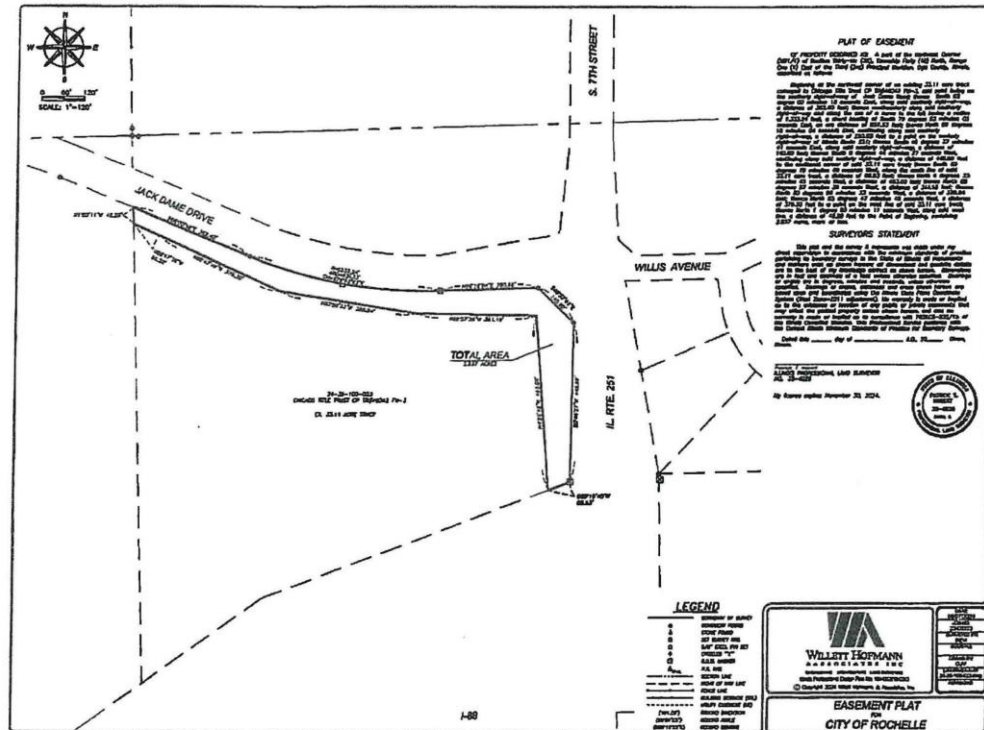
(SEAL)  
NOTARY PUBLIC

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 CHICAGO TITLE TRUST" 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.

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CITY CLERK