
THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH THE FLAGG
ROCHELLE PARK DISTRICT

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
JOHN GRUBEN
ROSAELIA ARTEAGA

City Council

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Law Offices of Peterson, Johnson, & Murray—Chicago, City Attorneys
200 W. Adams, Ste. 2125, Chicago, IL 60606

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH THE FLAGG
ROCHELLE PARK DISTRICT**

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, City operates various utilities and requires an easement on the Flagg Rochelle Park District’s (“Park District”) property located at 7th Avenue and Kyte Creek with PIN 24-24-426-001; and

WHEREAS, the Park District has agreed to grant an easement to the City in the attached Agreement for a Permanent City Easement, attached hereto as Exhibit 1; and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to enter into this Agreement for a Permanent City Easement with the Flagg Rochelle Park District.

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 Flagg Rochelle Park District for the payment of Ten (\$10.00) Dollars, in substantially the same form as attached hereto as Exhibit 1, subject to final review by the City Attorney.

SECTION THREE: If any provision of this Ordinance 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 ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 13th day of February, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13th day of February, 2023.

MAYOR _____

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

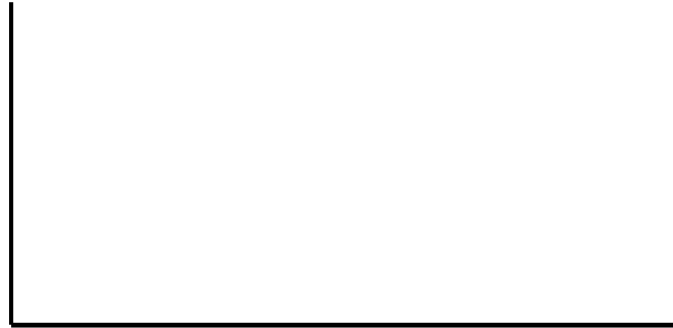
I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN
ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH THE FLAGG ROCHELLE
PARK DISTRICT” which was adopted by the Mayor and City Council of the City of Rochelle on
February 13, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 13th day of February, 2023.

CITY CLERK

EXHIBIT 1

PREPARED BY AND
WHEN RECORDED MAIL TO:
City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068



SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT FOR A PERMANENT CITY EASEMENT

THIS AGREEMENT FOR A PERMANENT CITY EASEMENT (hereinafter the "Agreement") is made and entered into this _____ day of _____, 2023, ("Effective Date"), by and between FLAGG ROCHELLE PARK DISTRICT ("Grantor") and the CITY OF ROCHELLE, an Illinois municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties".

WHEREAS, FLAGG ROCHELLE PARK DISTRICT is the owner of real property legally described in Exhibit A ("Permanent City Easement Area"); and

WHEREAS, the CITY OF ROCHELLE wishes to obtain a Permanent City Easement from FLAGG ROCHELLE PARK DISTRICT across the Permanent City Easement area described in Exhibit B, attached hereto, for the purpose of construction, re-construction, widening of a precast concrete bridge structure along 7th Avenue, grading and shaping of the Kyte River waterway sideslopes, installation of erosion control measures and stone riprap along the waterway slopes, permanent underground and/or above-ground utility facilities, other utility infrastructure including sanitary sewer, storm sewer, water, electric (including electric transmission poles, 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 remove trees, shrubs, and vegetation or use such additional ground as may be necessary in the construction of said Facilities, not exceeding 25 feet in width on the west and southerly 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; and

NOW THEREFORE, in consideration of Ten (\$10.00) DOLLARS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Grantor hereby does grant and convey to Grantee, its successor and assigns, all interest in the Permanent City Easement for the following described real estate situated in the Township of Flagg, County of Ogle, State of Illinois, to wit:

Address commonly known as: **7th Avenue and Kyte Creek**

PIN#: NW part of 24-24-426-001

and as depicted on the plat of survey (Permanent City Easement), attached hereto as Exhibit B.

2. The City shall record the Permanent City Easement, and from the recording of the Permanent City Easement and thereafter, the City shall have the exclusive use of the Permanent City Easement for the purpose as stated herein.

3. The consideration paid pursuant to this Agreement; Grantee shall repair any damages sustained to the Permanent City Easement Area as a result of Grantees during construction of the Facilities described herein. However, trees and other vegetation removed as indicated in the purposes above will not be reestablished.

4. This Agreement is entered into, and shall be interpreted in accordance with, the laws of the State of Illinois.

5. This Agreement shall run with the land and be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.

6. This Agreement sets forth the entire understanding of the parties with respect to the matters addressed herein and may only be modified by a written amendment signed by all of the parties.

WITNESS our hands and seals this ____ day of _____, 2023.

[Signatures on next page]

Grantor Address:
Flagg Rochelle Community Park District
802 Jones Road
Rochelle, IL. 61068

Grantor:

FLAGG ROCHELLE PARK DISTRICT,

By:
Name: Tim Hayden
Title: President

Grantee:

CITY OF ROCHELLE,
Municipal Corporation

By:
Name: Jeff Fiegenschuh
Title: City Manager

Attest:
Name: Rose Hueramo
Title: City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Tim Hayden as President personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument on behalf of Flagg Rochelle Park District as President free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this:_____day of _____, 2023.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF OGLE)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFF FIEGENSCHUH, personally known to me to be the City Manager of the City of Rochelle, a municipal corporation and ROSE HUERAMO, personally known to me to be the City Clerk of the City of Rochelle, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such City Manager and City Clerk of said corporation they caused their signatures to be affixed thereto, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of Rochelle as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this:_____day of _____, 2023.

NOTARY PUBLIC

EXHIBIT A
Legal Description

Description: Permanent City Easement Area

OF PROPERTY DESCRIBED AS: Part of the North-half of the Southeast Quarter of Section 24, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northeast Corner of Lot 3 of Price Parkway, a subdivision as recorded in Plat File "D" on page 72 as Document No. 0413282 in the Ogle County Recorder's Office; thence North 87 degrees 21 minutes 14 seconds East along the South Right-of-Way Line of a public road designated Seventh Avenue, a distance of 328.43 feet to the centerline of Kyte Creek, said point being the Point of Beginning of the hereinafter described easement; thence continuing North 87 degrees 21 minutes 14 seconds East along said South Right-of-Way Line, a distance of 239.86 feet; thence South 02 degrees 38 minutes 46 seconds East, perpendicular to the last described course, a distance of 30.00 feet; thence South 60 degrees 15 minutes 21 seconds West, a distance of 197.54 feet; thence South 87 degrees 21 minutes 14 seconds West, parallel with the South Right-of-Way Line of said Seventh Avenue, a distance of 32.18 feet to the centerline of said Kyte Creek; thence North 17 degrees 29 minutes 56 seconds West along said centerline, a distance of 124.13 feet to the Point of Beginning, containing 18,958 square feet, more or less, subject to all easements, agreements, city ordinances of record, if any, all situated in the City of Rochelle, the County of Ogle and the State of Illinois.

EXHIBIT B

CITY EASEMENT PLAT

