
THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH KENNETH E.
PUTZSTUCK AND KAY M. WHITE**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
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 KENNETH E.
PUTZSTUCK AND KAY M. WHITE**

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 for its utilities from Kenneth E. Putzstuck and Kay M. White (“the Owners”) on property located at 808 N. 8th Street with PIN 24-24-157-011; and

WHEREAS, the Owners have 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 Kenneth E. Putzstuck and Kay M. White.

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 Kenneth E. Putzstuck and Kay M. White 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 KENNETH E.
PUTZSTUCK AND KAY M. WHITE” 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 UTILITY EASEMENT

THIS AGREEMENT FOR A PERMANENT UTILITY EASEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2023, ("Effective Date"), by and between KENNETH E. PUTZSTUCK and KAY M. WHITE, Trustees/owner ("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, KENNETH E. PUTZSTUCK and KAY M. WHITE are the owner(s) of real property legally described in Exhibit A ("Permanent Utility Easement Area"); and

WHEREAS, the CITY OF ROCHELLE wishes to obtain a Permanent Utility Easement from KENNETH E. PUTZSTUCK and KAY M. WHITE across the Permanent Utility Easement area described in Exhibit B, attached hereto, for the purpose of construction, re-construction, widening of a permanent underground and/or above-ground utility facilities, other utility infrastructure including sanitary sewer, storm sewer, water, electric (including transmission poles, cables, wires, ducts 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 25 feet in width on the east 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 Utility 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: 808 N. 8th Street, Rochelle, Illinois

PIN#: part of 24-24-157-011

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

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

3. The consideration paid pursuant to this Agreement; Grantee shall repair any damages sustained to the Permanent Utility Easement Area as a result of Grantees during construction of the Facilities described herein.

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:

By: Kenneth E. Putzstuck
Kenneth E. Putzstuck (trustee/owner)

By: Kay M. White
Kay M. White (trustee/owner)

Grantee:

CITY OF ROCHELLE,
Municipal Corporation

By: Jeff Fiegenschuh
Name: Jeff Fiegenschuh
Title: City Manager

Attest: Rosemary Hueramo
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 KENNETH E. PUTZSTUCK and KAY M. WHITE, 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 with free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this: 23rd day of January, 2023.

Michelle L. Knight
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: 23rd day of January, 2023.

Michelle L. Knight
NOTARY PUBLIC

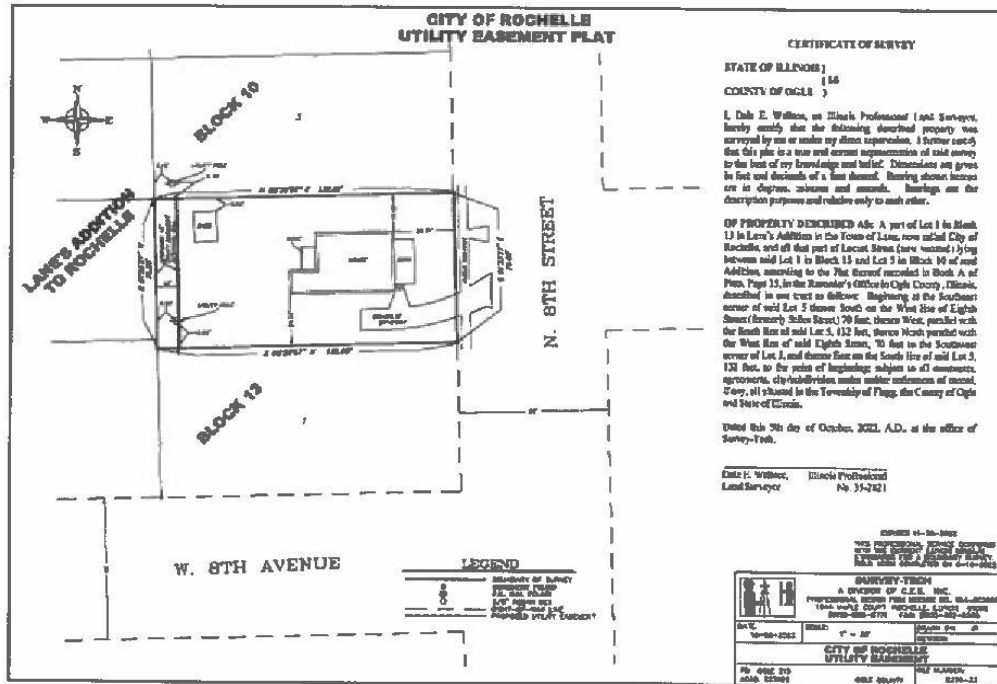


EXHIBIT A
Legal Description

Description: Permanent Utility Easement Area

A part of Lot 1 in Block 13 in Lane's Addition in the Town of Lane, now called City of Rochelle, and all that part of Locust Street (now vacated) lying between said Lot 1 in Block 13 and Lot 5 in Block IO of said Addition, according to the Plat thereof recorded in Book A of Plats, Page 35, in the Recorder's Office in Ogle County, Illinois, described in one tract as follows: Beginning at the Southeast corner of said Lot 5 thence South on the West line of Eighth Street (formerly Stiles Street) 70 feet, thence West, parallel with the South line of said Lot 5, 132 feet, thence North parallel with the West line of said Eighth Street, 70 feet to the Southwest corner of Lot 5, and thence East on the South line of said Lot 5, 132 feet, to the point of beginning; subject to all easements, agreements, city/subdivision codes and/or ordinances of record, if any, all situated in the Township of Flagg, the County of Ogle and State of Illinois.

EXHIBIT B **UTILITY EASEMENT PLAT**



CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
COUNTY OF COLE)

I, Dale E. Wallace, an Illinois Professional Land Surveyor, hereby certify that the following described property was surveyed by me or under my direct supervision. I further certify that this plat is a true and correct representation of said survey to the best of my knowledge and belief. Dimensions are given in feet and decimals of a foot shown. Bearings shown herein are in degrees, minutes and seconds. Bearings are for description purposes and relative only to each other.

OF PROPERTY DESCRIBED AS: A part of Lot 1 in Block 13 in Lane's Addition in the Town of Lane, now called City of Rochelle, and all that part of Locust Street (here named) lying between said Lot 1 in Block 13 and Lot 5 in Block 16 of said Addition, according to the Plat Survey recorded in Book A of Plats, Page 15, in the Recorder's Office in Cole County, Illinois, described in one tract as follows: Beginning at the Southeast corner of said Lot 5 (thence South) on the West line of Eighth Street (formerly Sixth Street) 70 feet, thence West, parallel with the South line of said Lot 5, 112 feet, thence North parallel with the West line of said Eighth Street, 70 feet to the Southeast corner of Lot 1, and thence East on the South line of said Lot 5, 131 feet, to the point of beginning; subject to all easements, agreements, covenants and conditions under reference of record, 2009, 21 shown in the Township of Platte, the County of Cole and State of Illinois.

Dated this 30th day of October, 2021, A.D., at the office of Surveyor-Town.

Dale E. Wallace, [Illegible Professional Land Surveyor] No. 31-7421

EXHIBIT B-20-2021
THIS INSTRUMENT, BEING A TRUE AND CORRECT REPRESENTATION OF THE SURVEY, IS HEREBY CERTIFIED BY THE SURVEYOR.

		SURVEYOR-TOWN A DIVISION OF C.E.E. INC. PROFESSIONAL SURVEYING AND ENGINEERING 1000 N. 10TH STREET, ROCHELLE, ILL. 62450 815-962-5771 FAX 815-962-5668	
DATE	10-30-2021	SCALE	1" = 40'
CITY OF ROCHELLE UTILITY EASEMENT		SHEET NO. 21 OF 21	
PL. ORC 20	2021	FILE NUMBER	210-21