
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE
PURCHASE OF 916 SOUTH MAIN STREET, ROCHELLE, ILLINOIS.**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE
PURCHASE OF 916 SOUTH MAIN STREET, ROCHELLE, ILLINOIS**

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, St. Patrick’s Church of Rochelle, an Illinois religious corporation (“Seller”) is the owner of a property located at 916 South Main Street, Rochelle, Illinois 61068 (“Subject Property”) with PIN 24-25-427-001; and

WHEREAS, the City desires to purchase the Subject Property; and

WHEREAS, the purchase of the Subject Property will allow the City to expand the anticipated fire and utility training facility; and

WHEREAS, the City has negotiated the principal terms Purchase and Sales Agreement with Seller, for the purchase of the Subject Property, attached hereto as Exhibit 1; and

WHEREAS, the City will purchase the Subject Property for up to \$125,000, plus closing costs for the Subject Property; and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to enter into this Purchase and Sale Agreement with the Seller attached hereto as Exhibit 1; and

NOW, THEREFORE, BE IT RESOLVED 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 the Purchase and Sale Agreement for the purchase of 916 South Main Street, Rochelle, Illinois, in a form prepared and/or approved by the City Attorney, in an amount not to exceed ONE HUNDRED AND TWENTY-FIVE THOUSAND (\$125,000.00) DOLLARS, plus closing costs. The City

Manager is also authorized to execute all other ancillary documents necessary to complete the purchase of the Subject Property.

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 27th day of March, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 27th day of March, 2023.

MAYOR _____

ATTEST:

CITY CLERK

Exhibit 1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the “Agreement”) is entered into between the City of Rochelle, an Illinois municipality, of 420 N. 6th Street, Rochelle, Illinois, 61068 (the “Purchaser”), and St. Patrick’s Church of Rochelle, an Illinois religious corporation, with its principal mailing address at 244 Kelley Drive, PO Box 329, Rochelle, Illinois, 61068 (the “Seller”).

RECITALS:

- A. Purchaser is a non-home rule political subdivision of the State of Illinois pursuant to Section 7 of Article VII of the 1970 Constitution of the State of Illinois. Seller is a religious corporation enacted under the Illinois Religious Corporation Act, and tax-exempt pursuant to Section 501(a)(3) of the Internal Revenue Code.
- B. Seller desires to sell and Purchaser desires to purchase the Subject Property as defined herein. Seller and Purchaser both desire to transfer ownership of this Property at the fair market value of the Subject Property and have agreed upon the Purchase Price stated herein based on this.

In consideration of and in reliance upon the mutual covenants and agreements set forth below, the parties to this Agreement agree as follows:

1. Agreement. Seller agrees to sell and, subject to the terms, conditions and contingencies set forth herein, Purchaser agrees to purchase the Subject Property defined below, and the parties agree that an appraisal and survey is not required.

2. Subject Property. The property that is the subject of this Agreement (the “Subject Property”) is located at 916 South Main Street, Rochelle, Illinois 61068, with PIN 24-25-427-001, and is depicted in Exhibit 1 and legally described in Exhibit 2, which exhibits are attached hereto, incorporated herein, and made a part of this Agreement.

3. Purchase Price. The purchase price for the Subject Property (the “Purchase Price”) shall be **One Hundred and Twenty-Five Thousand (\$125,000.00) Dollars** plus or minus closing prorations and shall be paid at the time of Closing by wire-transfer of immediately available federal funds to the title company serving as the closing agent and escrow agent.

4. Earnest Money: The earnest money hereunder shall be One Thousand Dollars (\$1,000) (“**Earnest Money**”) and shall be paid in escrow to the title company (the “**Escrow Agent**”) within five (5) days after the Effective Date of this Agreement. The Initial Earnest Money shall be fully refundable to Purchaser at any time during the Due Diligence and Examination Period, defined below. All Earnest Money paid by Purchaser shall be credited toward the Purchase Price at Closing. The Earnest Money shall be held by Escrow Agent pursuant to a customary form of strict joint order escrow provided with the Title Company, however, that until the last day of the Due Diligence Period or Examination Period Purchaser shall have the sole right to request a refund of the Earnest Money without the need for Seller to consent to its release. On or before the

Closing Date, Purchaser shall deposit the balance of the Purchase Price in escrow with Escrow Agent as provided herein.

5. Closing.

a. Time is of the essence as to all dates in this Agreement and the performance of all obligations under this Agreement.

b. The closing of the transaction contemplated in this Agreement (the "Closing") at the offices of Professional National Title Network, _____, Illinois, shall be accomplished through a customary "New York Style" closing escrow, provided that, at Purchaser's sole discretion, Purchaser has completed its Due Diligence and Examination or has waived the right to do so.

c. At the Closing, Seller shall deliver to the Escrow Agent the following:

i. A duly executed and acknowledged original Warranty Deed conveying title to the Subject Property free and clear of all mortgages and liens and subject to the Permitted Exceptions and Deed Restrictions set forth in Exhibit 3 attached hereto, incorporated by reference herein, and made a part of this Agreement;

ii. Evidence reasonably satisfactory to the Escrow Agent respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder by Seller;

iii. A closing statement (the "**Closing Statement**") reflecting the Purchase Price, and the adjustments and prorations required hereunder and the allocation of income and expenses required hereby;

iv. Such transfer tax forms and stamps, as may be required by state and local authorities, in this transaction;

v. Such additional documents as may be reasonably required by Purchaser and the Escrow Agent in order to consummate the transactions hereunder (provided the same do not increase in any material respect the costs to, or liability or obligations of, Seller in a manner not otherwise provided for herein).

d. Closing Costs. The Seller is exempt from real estate tax. All state, county, and municipal transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Purchaser or shall be exempt because of Seller's and/or Purchaser's status as religious entity and governmental entity respectively. The cost of recording the documents called for herein shall be paid for by Purchaser. The cost of the escrow shall be paid by the Purchaser. Costs for the issuance of the title policy insuring the Subject Property in the amount of the Purchase Price shall be paid for by the Seller and Buyer, based upon customary apportionments.

6. Possession. Seller shall provide Purchaser with possession of the Subject Property immediately following the closing. Purchaser may at its sole cost and expense have the Subject Property evaluated for any anticipated construction, provided that neither Purchaser nor any agent of Purchaser unreasonably interferes with Seller or any parties use of any part of the Subject Property.

7. Conveyance. At the time of Closing, Seller shall transfer to Purchaser all of Seller's right, title, and interest in and to all of the Subject Property, including all improvements, appurtenances, hereditaments, that pertain to the Subject Property, by delivering to Purchaser at Closing a fully executed, recordable, Warranty Deed in form and substance satisfactory to both parties, subject only to the Permitted Exceptions and Deed Restrictions defined below.

8. Title and Examination Period.

- a. Title. within twenty (20) days from the execution of this Agreement, the Parties, with the usual and customary apportionment of the title policy expenses, Purchaser shall order a current title commitment ("Title Report") from Professional National Title Network Title Insurance Company for an Owner's Title Insurance Policy for the Subject Property in the amount of the Purchase Price (the "Title Commitment") together with copies of all documents referred to therein (the "Title Documents"), the costs of which order shall be apportioned between the parties based upon the usual and customary apportionment of title costs. The Title Report shall be reviewed by Purchaser during the Examination Period.
- b. Examination Period. Purchaser shall have ten (10) days after Purchaser's receipt of the Title Report and Survey and Title Documents in which to review same together and in conjunction with one another (the "Examination Period"). In the event any item on the Title Commitment is unsatisfactory to Purchaser for any reason, Purchaser shall have until the end of the Examination Period, the 10th day of the Examination Period, to deliver to Seller, in writing, such objections as Purchaser may have to anything contained or set forth therein, including, without limitation, Purchaser's inability to obtain zoning, access, and contiguity title endorsements from the title company on terms acceptable to Purchaser, which endorsements Purchaser may elect to obtain at Purchaser's expense as a condition precedent to Purchaser's obligation to close. Any items shown on Title Commitment and Title Documents reviewed by Purchaser to which Purchaser does not object on or before the end of the Examination Period shall be deemed to be approved by Purchaser and shall be "Permitted Exceptions" (herein so called) for purposes of this Agreement. In the event such objections are not resolved to Purchaser's satisfaction within 10 days following Seller's receipt of Purchaser's objections ("the Cure Period"), Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after the expiration of the Cure Period. In the event of such a termination by Purchaser, this Agreement shall be without any further force or effect, and Purchaser shall be entitled to return of its paid Earnest Money. In the event Purchaser does not exercise its right of termination and this transaction closes, Purchaser agrees to accept the Subject Property in "AS IS" condition.

The standard preprinted exceptions set forth in the Title Commitment, and (ii) any matters reflected on Schedule B of the Title Commitment as items which are

designated by the Title Company as matters which will be satisfied prior to or simultaneously with the Closing, shall constitute Permitted Exceptions.

- c. Title Policy. This Agreement is contingent upon Parties obtaining at the Closing, an Owner's Title Policy without Purchaser being required to pay any rates, execute or fund any indemnities or to obtain any special endorsements other than those endorsements specified in paragraph 8(a) and any other endorsements requested by Purchaser (the "Title Policy").
 - d. Title Charges. Notwithstanding anything herein to the contrary, Seller shall only be responsible for paying the Owners Title Policy premium, the title company's search and examination fee, Seller's closing protection letter, one-half of the title company's closing fee if Purchaser has no mortgage financing of the Subject Property (or none of the title company's closing fee if mortgage financing is involved), and the Illinois policy registration fee.
 - e. Seller Not to Provide a Survey. The Purchaser may obtain a survey at its expense, the Seller will not be responsible for providing a survey of the Subject Property unless Seller has a prior survey, in which case Seller will provide a copy to Purchaser within ten (10) days from the execution of this Agreement.
9. Due Diligence Period.
- a. Duration. The period commencing with the date upon which this Agreement has been executed by both Seller and Purchaser (the "Execution Date") and extending for ten (10) business days is the "Due Diligence Period," which runs contemporaneously with the Examination Period. However, Purchaser may waive its rights under this section by notice to Seller or its attorney prior to the expiration of the Due Diligence Period.
 - b. Purchaser's Rights and Obligations. If Purchaser determines, in Purchaser's sole and absolute discretion, that any of Purchaser's Examinations are not, for any reason, satisfactory to Purchaser or are not conducive to Purchaser's plans or tentative plans for the use and/or development of the Subject Property, the Purchaser shall have until the end of the Due Diligence period, the 10th day of the Due Diligence Period, to notify Seller in writing of Purchaser's termination of this Agreement. In the event of such a termination by Purchaser on or prior to the end of the Due Diligence period, this Agreement shall thereafter be without any further force or effect, and Purchaser shall be entitled to a return of its Earnest Money. Purchaser shall not provide Seller or any agent or representative of Seller with copies of or information relating to any reports or documents generated by Purchaser's investigations or inspections of the Subject Property conducted during Purchaser's Due Diligence Period. In the event Purchaser does not exercise its right of termination and this transaction closes, Purchaser agrees to accept the Subject Property in "AS IS" condition.

- c. Inspection License. In connection with Purchaser's Examinations and Approvals, Purchaser, and such agents as Purchaser, in its sole and absolute discretion, may designate, are hereby granted the right, license, and privilege, during the Due Diligence Period, to enter upon the Subject Property at such reasonable times as Purchaser desires, for the purpose of performing Purchaser's Examinations and Approvals, *provided*, however, that prior to Purchaser or any contractors or agents employed by Purchaser entering upon the Property, Purchaser shall provide reasonable notice to Seller along with an identification of the parties that will be entering the Property. Seller shall not unreasonably withhold access to the Property during the Due Diligence Period from the Purchaser or any contractors or agents employed by Purchaser. Purchaser shall indemnify Seller against any liens for such work performed by Purchaser or its contractors or other agents.. Purchaser shall hold Seller harmless and indemnify Seller (including payment of attorneys' fees), its agents and employees for any injury to person or property to the extent arising out of the negligent acts or omissions of Purchaser, contractors, or its agents, while conducting any test or inspection of the Subject Property.
- 10. Real Estate Taxes. Seller will prorate any taxes at 105% of the prior year's tax bill, unless this property is exempted from any property tax liability.
- 11. Seller's Representations. Seller hereby covenants, represents and warrants to Purchaser as follows:
 - a. Seller is the sole owner of the Subject Property and has the full authority and legal right to make, deliver and perform this Agreement, and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery and performance of this Agreement.
 - b. To the best of Seller's knowledge, the execution, delivery and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of Seller, will not result in a breach or default under any agreement to which Seller is a part or is bound, and will not violate any restriction, court order or agreement to which Seller is subject.
 - c. Seller has received no written notice of any pending or threatened litigation or proceedings (including eminent domain or similar proceedings), with respect to the use, condition, or operation of the Subject Property, and has not received any notice respecting any proposed change to the Subject Property's zoning or land use planning classification.
 - d. Seller has no knowledge of and has received no written notice of any violations of laws or claims with respect to any environmental condition of the Subject Property which have not been heretofore fully disclosed to Purchaser in writing or cured.
 - e. Seller has no knowledge of the past or present presence in, on or under the Subject Property of any material or substance defined as a "hazardous waste" under the

federal Resource Conservation and Recovery Act of 1976 ("RCRA"), as a "hazardous substance" under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or asbestos, or any underground storage tanks.

- f. During the period from the Execution Date to and including the Closing Date, Seller shall not, without the prior consent of Purchaser in each instance, (i) transfer or alienate any interest in the Subject Property, (ii) enter into any lease, easement, contract, concession agreement, license agreement or other agreement (whether oral or written) relating to the Subject Property, (iii) modify any of the Leases or agreements, or (iv) otherwise encumber or pledge the Subject Property.
- g. Seller has received no written notice of any pending, threatened, or contemplated special assessments, special taxing districts, special service areas, or other special taxes which would affect the Subject Property, including, without limitation, any pending, threatened or contemplated increases of any currently existing special assessments or special taxes.
- h. Seller is transferring the Property in "as is" condition, subject to the Seller's representations and warranties under this Agreement.

12. Purchaser's Representations. Purchaser hereby covenants, represents, and warrants to Purchaser as follows:

- a. That Purchaser has full power and authority to purchase the Subject Property and conduct its business in accordance with the terms of this Agreement, is a duly created, organized and validly existing legal entity, and has obtained all approvals necessary and required by the Purchaser's governing bodies.
- b. Purchase agrees to accept the Property in "as is" condition, subject to the Seller's representations and warranties under this Agreement.
- c. Purchaser has full power and authority to enter into this Agreement and Purchaser shall execute and deliver or caused to be executed and delivered all other documents and instruments reasonably required to carry out the terms hereof or otherwise effectuate the Closing.
- d. This Agreement has been duly authorized by Purchaser and is binding on Purchaser and enforceable against Purchaser in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of or a default under any agreement to which Purchaser is a party or by which Purchaser is bound, or (b) violate any restriction, court order or agreement to which Purchaser is subject.

13. Representations by Both Parties. The representations and warranties set forth in paragraphs 11 and 12 shall be true and correct at the time of Closing as well as on the Execution Date. Each party shall promptly notify the other party in writing in the event either party has actual knowledge that any covenant, representation or warranty of the other party set forth above in not

true and correct. In the event of a breach of a Representation or Covenant, the non-defaulting party shall indemnify and hold the other harmless from and against any and all loss, cost or expense, including legal fees resulting from its breach. The terms and conditions of this paragraph shall expressly survive the Closing and not merge with the provisions of any closing documents. The truth, in all material respects, of the representations and warranties of Seller set forth in this Agreement on the Effective Date shall be reaffirmed, as of the Closing Date, as though made on and as of the Closing Date.

14. Conditions Precedent to Closing. Notwithstanding anything herein to the contrary contained in this Agreement, Purchaser shall not be obligated to close hereunder unless:

- a. Seller, shall provide Purchaser or its designee the Title Policy consistent with the Title Commitment required under the terms of this Agreement from the Title Company on the Closing Date;
- b. There is no material change in the condition of the Subject Property, including any dumping of refuse or environmental contamination after the inspection of the Subject Property by Purchaser during the Due Diligence Period;
- c. There exists no material breach of any of Seller's covenants, representations, warranties or obligations contained herein;
- d. The other material conditions to Purchaser's obligation to proceed to Closing expressly set forth herein shall be and remain satisfied.

In the event that any one or more of the foregoing contingencies shall not be satisfied or met by the Closing Date, Purchaser, at its option, may waive the satisfaction thereof or terminate this Agreement without liability to Seller.

15. Remedies.

- a. In the event Purchaser fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Purchaser under and pursuant to the terms and provisions of this Agreement and such default is not cured within fourteen (14) days after Purchaser's receipt of written notice thereof (other than Purchaser's failure to tender the Purchase Price on the date of Closing, a default for which no notice is required), then Seller may terminate this Agreement and Seller shall be entitled to the Earnest Money paid by Purchaser. The remedy set forth in this subparagraph a. shall be the sole and exclusive remedy of Seller in the event Purchaser shall be in default hereunder.
- b. In the event Seller fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Seller under and pursuant to the terms and provisions of this Agreement, and such default is not cured within fourteen (14) days after Seller's receipt of written notice thereof, then purchaser may: (i) terminate this Agreement and both parties shall be released from any further liability hereunder, or (ii) bring an action for specified performance

against Seller to enforce the terms of this Agreement. The remedies set forth in this subparagraph b. shall be the sole and exclusive remedies of Purchaser in the event Seller shall be in default hereunder.

- c. The failure of either party to act upon a default of the other in any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of any subsequent breach or default under the terms, conditions or obligations hereof by such defaulting party.

16. Notices. Any notice required or desired to be given under this Agreement shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery which provides proof of delivery, or (iv) given by electronic transmittal to an email. Any notice shall be addressed to the party to receive such notice at the following address or at such other address as the party may from time to time direct in writing or give by electronic transmittal at the electronic transmittal email addresses listed below:

Purchaser: Jeff Fiegenschuh, City Manager
City of Rochelle
420 N. 6th Street
Rochelle, IL 61068
jfiegeschuh@rochelleil.us

With copy to: Dominick Lanzito
Peterson, Johnson & Murray-Chicago LLC
200 W. Adams Street, Suite 2125
Chicago, IL 60606
dlanzito@pjmlaw.com

Seller: St. Patrick's Catholic Church
Attn: Father Jesus Dominguez
244 Kelley Drive
Rochelle, Illinois, 61068
jdominguez@rockforddiocese.org

With copy to: Ellen B. Lynch
Catholic Diocese of Rockford
555 Colman Center Drive
Rockford, IL 61108
ELynch@rockforddiocese.org

Service of any such notice or other communications shall be deemed effective on the day of actual delivery (whether accepted or refused), provided that if any notice or other communication to be delivered by email as provided above cannot be transmitted because of a problem affecting the receiving party's computer, the deadline for receiving such notice or other communication shall

be extended through the next business day, as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or communication so made shall be deemed effective on the first business day after the day of actual delivery. Except as expressly provided above with respect to certain email, no communications via electronic mail shall be effective to give notice.

17. Non-Foreign Affidavit. Seller is not a foreign entity and withholding of federal income tax from the amount realized will not be made by Purchaser. At Closing, Seller shall deliver to Purchaser a Non-Foreign Affidavit and Certification prepared in conformance with IRS regulations.

18. No Broker. Each of Seller and Purchaser represents that neither has retained any broker with respect to this transaction.

19. Miscellaneous Provisions.

- a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- b. Entire Agreement. All understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement. Neither party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may not be changed except by an instrument in writing signed by both parties.
- c. Attorneys' Fees. If either party obtains a judgment against the other party by reason of a breach of this Agreement, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.
- d. Costs. Purchaser shall bear the fees and costs of its Due Diligence, recording the warranty deed, its portion of the title policy, and its own attorney fees. Seller shall be responsible for paying its portion of the title commitment and title policy, lien release fees associated with the title report, and its own attorney's fees. The Parties shall pay the closing costs in accordance with paragraph 5(d) above.
- e. Assignment. Purchaser shall not assign its right, title, interest, or obligations under this Agreement without Seller's prior written consent.
- f. Severability. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive closing, then and in any such event, it is the express intention of Seller and Purchaser that the remainder of this Agreement, or the application of such term, clause or provision

other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

17. Execution in Multiple Counterparts and by Electronic transmittal. This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by electronic transmittal to the email addresses of counsel for Seller and counsel for Purchaser. Following the exchange of executed counterparts by electronic transmittal, promptly the parties shall mail signed original counterparts to each other but the failure of either party to comply with this requirement shall not render this Agreement void or otherwise unenforceable.

18. Execution Date. As used herein, the "Execution Date" shall be deemed to be the _____ day of _____, 2023. This date shall be the date on which the last party to this Agreement signs below.

In witness whereof, the parties hereto have executed this Agreement as of the Execution Date.

Seller:

**ST. PATRICK'S CHURCH
OF ROCHELLE,**
an Illinois religious corporation

Purchaser:

CITY OF ROCHELLE,
an Illinois municipality

By: _____
Glenn L. Nelson
Its Vice President

By: _____
Jeff Fiegenschuh, City Manager

Dated this _____ day of _____, 2023. Dated this _____ day of _____, 2023.

Prepared by:

Dominick Lanzito
Peterson, Johnson & Murray LLC
200 W. Adams Street, Suite 2125
Chicago, IL 60606
(312) 724-8035
E-mail: dlanzito@pjmlaw.com

Reviewed by:

Ellen B. Lynch
Catholic Diocese of Rockford
555 Colman Center Drive
Rockford, IL 61108
(815)387-3307
E-mail: ELynch@rockforddiocese.org

Exhibit 1 Depiction of Parcel



Overview



Legend

- Municipalities
- Townships
- Roads
- Tax Parcels

Parcel ID	24-25-427-001	Class	0021	Owner Address Available with Subscription
Township	Flagg	Acreage	32	
Property Address	916 S MAIN ST ROCHELLE			
District	00640			
Brief Tax Description	RNG/BLK: 1 TWP:40 SECT:25 LOT:2 SE4 EX N 79 FT (Note: Not to be used on legal documents)			

THIS WEBSITE IS NOT A SUBSTITUTE FOR A SURVEY.

The Geographic Information Systems (GIS) data made available was produced or co-produced by Ogle County. The maps and data are made available to the public solely for informational purposes. There may be errors in the maps or data. The maps or data may be outdated, and/or inaccurate. The maps or data may not be suitable for your particular use. The burden for determining fitness of use rests entirely on the end user. Reproduction, modification, or redistribution of digital datasets or products derived therefrom outside of subscriber's organization or entity is expressly forbidden. By using GIS data, you accept these terms and this limitation on Ogle County's liability.

Date created: 1/24/2023

Last Data Uploaded: 1/24/2023 7:31:28 AM

Developed by  Schneider
GEOSPATIAL

Exhibit 2
LEGAL DESCRIPTION
(Subject Property)

916 South Main Street, Rochelle, Illinois

PIN: 24-25-427-001

Part of the North East 1/4 of the South East 1/4 of Section 25, in Township 40 North, Range 1 East of the Third Principal Meridian, described as follows: Beginning at a point on the West line of the East 1/2 of said South East 1/4, 13 feet South of a gas pipe set 3 feet in the ground on said West line, thence Northeasterly to a point in the centerline of S. A. Route No. 17 (also known as the Rockford and Ottawa Road or South Main Street), said point being 13 feet Southeast of a granite 14 X 13 X 7 1/2 set in brick in said centerline, thence Northwesterly on said centerline 326 1/2 feet, more or less, to a limestone set by J. B. Bertolet, thence Southwesterly 7.27 chains to a limestone 18 X 10 X 3 set on said West line of the East 1/2, and thence South on said West line 385 1/2 feet, more or less, to the point of beginning, EXCEPT a tract described as follows: Beginning at a point on said West line of the East 1/2, 6.10 chains South of the Northwest corner of said East 1/2, thence Southerly on said West line 79.72 feet, thence Northeasterly at an angle of 57 degrees 15 minutes 30 seconds measured clockwise from said West line 537.53 feet to said centerline of S.A. Route No. 17, thence Northwesterly on said centerline 75.3 feet, and thence Southwesterly 487.69 feet to the point of beginning, in Ogle County, Illinois

Exhibit 3
DEED RESTRICTIONS

The Warranty deed shall contain the following restrictions:

SUBJECT TO RESTRICTIONS as follows: The Grantee, its heirs, executors, administrators, successors and/or assigns shall not, without the prior authorization of the Bishop of Rockford, utilize, use, permit others to use, lease, sell, donate, or otherwise transfer the Subject Property or its use, or any portion thereof, or any building or portion of any building constructed thereon, to any person or group of persons or entity who uses or will use the Subject Property or any portion thereof or any building or portion of any building constructed thereon as any of the following:

1. a church, edifice or place for a congregation, society or other assemblage of persons to meet for divine worship or other religious observances or activities, promoted or defined as Roman Catholic, but not possessing the express ecclesiastical and civil approvals of the Roman Catholic Church and of Canon Law of the Roman Catholic Church and the Religious Corporations Law of Illinois; or
2. a facility, business, clinic, or medical service which includes the provision of human abortion, sterilization, euthanasia or other acts or omissions which are contrary to the Ethical and Religious Directives for Catholic Health Care Services promulgated by the United States Conference of Catholic Bishops are performed, or the provision of counseling which promotes and/or encourages individuals to obtain such services; or
3. a counseling service which includes as part of its options and/or recommendation to clients the consideration of abortion as an alternative to carrying a pregnancy through birth; or
4. a political action group or similar organization of which a principal teaching or policy thereof is the advocacy of abortion or right of free choice of an individual to elect abortion; or
5. a facility in which pornographic or soft pornographic books, adult paraphernalia, pictures or media or material is displayed, sold, rented, or available; a topless bar, a night club, exotic dance club, gentlemen's club, adult club is operated gentlemen's club, or similar establishment; or
6. a use or purpose which is materially and significantly contrary to the religious teachings of the Roman Catholic Church. The above-mentioned five (5) listed restrictions are examples of the nature of the specific types of uses prohibited under this provision, paragraph 6.

In the event that any of the above separate and distinct restrictions is adjudged invalid or unenforceable, such adjudication shall in no manner affect the other restrictions which shall remain in full force and effect as if the portion(s) so adjudged invalid or unenforceable were not originally a part thereof.

The above restrictions are covenants running with the land and shall be included as restrictions in the deed as binding on the grantee(s), its successors, heirs or assigns.

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 PURCHASE AND SALE AGREEMENT FOR THE
PURCHASE OF 916 SOUTH MAIN STREET, ROCHELLE, ILLINOIS” which was adopted by
the Mayor and City Council of the City of Rochelle on March 27, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 27th day of March, 2023.

CITY CLERK