
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

A RESOLUTION APPROVING THE PURCHASE OF 13800 EAST GURLER ROAD,
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 THE PURCHASE OF 13800 EAST GURLER ROAD,
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, the City of Rochelle, County of Ogle, State of Illinois, a non-home rule unit of government, has the power to purchase real property; and

WHEREAS, there is an increasing demand for use of the Rochelle airport; and

WHEREAS, the future expansion of the Rochelle airport would be beneficial to the continued success of the airport and the City’s economic interests; and

WHEREAS, the property located at 13800 Easter Gurler Road (“Subject Property”) is adjacent to the Rochelle airport; and

WHEREAS, the City seeks to purchase the subject property for use by the airport; and

WHEREAS, the owner of the Subject Property, Large Car Rebuilders, Inc., an Illinois corporation (“Seller”), is interested in selling the property at 13800 East Gurler Road, Rochelle, Illinois; and

WHEREAS, the City obtained an appraisal on September 30, 2022 as required by 65 ILCS 5/11-76-4.1; and

WHEREAS, the Seller is willing to sell the subject property for the appraised value of six hundred fifty-five thousand and No/100 Dollars (\$655,000.00); and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to authorize the City Manager execute the Purchase and Sale Agreement with Large Car Rebuilders, Inc.; 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: City Manager to execute the Purchase and Sale Agreement with Large Car Rebuilders, Inc, in substantially the same form as attached hereto as Exhibit 1, and all ancillary documents for the transaction, subject to review and revision by the City Attorney, and authorizes the Purchase of said property in the amount of six hundred fifty-five thousand and No/100 Dollars (\$655,000.00).

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 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 Resolution 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 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 ____ day of April, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of April, 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1
Purchase and Sale Agreement
[Not for Execution]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of the ____ day of _____, 2023, by and between LARGE CAR REBUILDERS, INC., an Illinois corporation (“Seller”), and the CITY OF ROCHELLE, an Illinois municipal corporation (“Purchaser”).

Recitals

A. Seller is the owner of a property located at 13800 East Gurler Road, Rochelle, Illinois (PIN 24-35-400-008) and is comprised of approximately 5 +/- acres with one (1) single story steel main structure covering approximately 15,780 square feet. The property is located in the I-1 Industrial District near the southern part of the City of Rochelle, Illinois.

B. Seller and Purchaser have agreed that the property owned by Seller which is legally described on Exhibit A attached hereto and made a part hereof, together with the building, improvements and fixtures thereon, and all rights, privileges and appurtenances pertaining thereto (all of the foregoing is collectively referred to as the “Subject Property”), shall constitute the real and personal property that is the subject of this Purchase and Sale Agreement.

C. Seller and Purchaser desire to enter into this Agreement for the purpose of setting forth their respective rights, duties and obligations with respect to the purchase and sale of the Subject Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. **Agreement to Sell and Purchase.** Subject to the terms and conditions contained herein, Seller hereby agrees to sell, transfer and convey the Subject Property to the Purchaser, and Purchaser hereby agrees to purchase and accept the Subject Property from Seller.

2. **Purchase Price.**

(a) The purchase price (“Purchase Price”) for the Property shall be the sum of Six Hundred Fifty-five Thousand and No/100 Dollars (\$655,000.00). The Purchase Price (plus or minus prorations and adjustments as provided herein) shall be payable by Purchaser to Seller by bank wire transfer at the closing of the transactions contemplated by this Agreement (“Closing”).

(b) Seller and Purchaser acknowledge that Seller has heretofore obtained an appraisal report dated September 30, 2022 prepared by Ken J. Mrozek of Valu Pros with respect to the Subject Property, providing that the fair market value of the Land (and such adjacent property) is Purchase Price.

3. **Seller’s Representations and Warranties.** Seller hereby represents and warrants to Purchaser as follows:

(a) Seller is the legal fee simple titleholder of, and has good and marketable title to, the Subject Property. Seller is the legal fee simple titleholder of, and has good and marketable title to, all fixtures being conveyed as part of this Agreement. To avoid any doubt, Seller is not conveying personal property contained in the Subject Property. On or before the date of the Closing, Seller, at its sole cost and expense, will have obtained any required consents, releases and permissions, and will have performed any other

obligations contemplated by applicable statutes, laws, ordinances and regulations of every kind and nature, to the extent necessary in order to comply with its obligations under this Agreement. Seller's performance of its obligations under this Agreement will not violate or result in a breach of any agreement, document or instrument which is binding upon Seller or any of its assets.

(b) Neither the terms of this Agreement nor anything provided to be done hereunder, including, but not limited to, the conveyance and transfer of the Subject Property, will violate any contract, agreement or instrument to which Seller is a party or which affects the Subject Property.

(c) Seller is not in breach, violation or default of any of its obligations or liabilities pertaining to the Subject Property.

(d) There is no litigation or proceeding, including, but not limited to, proceedings involving any tenant, building code proceedings, condemnation proceedings or proceedings alleging the violation of any environmental, health or safety law, rule or regulation, pending or to Seller's knowledge threatened, by third parties which affects the Subject Property.

(e) The Subject Property consists of a legally subdivided lot for purposes of the Illinois Plat Act and any other applicable laws, rules, ordinances and regulations governing the subdivision of real estate.

(f) Seller's current uses of, and structures on, the Subject Property are permitted under applicable zoning laws as conforming uses and structures without requirement of variance or special or conditional use permit.

(g) Seller has received no notice and has no knowledge of any violation of any law, ordinance, order regulation or requirement, including building, zoning, environmental, safety and health ordinances, statutes, regulations, and requirements issued by any Governmental Authority or agency having jurisdiction over the Subject Property. Seller has not violated any condition or agreement of record which affects or relates to the Subject Property, and, to the knowledge of Seller, no other party has violated any such condition or agreement of record.

(h) The execution and delivery of this Agreement by the signatories hereto on behalf of Seller, and the performance of this Agreement by Seller, have been duly authorized, and this Agreement is binding on Seller and enforceable against Seller in accordance with its terms.

(i) There are no pending, or to Seller's knowledge threatened, condemnation suits or proceedings affecting the Subject Property. There are no special assessments of any kind levied against the Subject Property, or any portion of either, which shall be outstanding or unpaid as of the Closing.

(j) There are no contracts, agreements, options to purchase, rights of first refusal, executory sales contracts (other than this Agreement), leases, tenancies, licenses, or options affecting the Subject Property.

(k) Seller's operations relating to the Subject Property have complied with all applicable federal, state and local environmental, health and safety laws, rules and regulations. To the best of Seller's knowledge the Subject Property is not the subject of any investigation by any governmental authority investigating whether remedial action is needed to respond to a release or threatened release of any waste, pollutant, hazardous or toxic substance or waste, special waste, polychlorinated biphenyls, asbestos or asbestos containing materials, petroleum, petroleum-based substance or waste, product or by-product, or any constituent of any such substance, waste or product (collectively, "Contaminant") into the indoor or outdoor environment. Seller has not received any notice to the effect that Seller may be liable as a result of a release or threatened release of a Contaminant from the Subject Property.

(l) To Seller's knowledge, there is no lien, encumbrance or preferential arrangement of any kind in favor of any governmental entity for: (i) any liability under federal, state or local environmental laws, rules or regulations; or (ii) damages arising from, or costs incurred by such governmental entity in response to, a release or threatened release of a Contaminant from the Subject Property into the indoor or outdoor environment.

(m) All of the real estate taxes for the Subject Property for the year 2021 (payable in 2022) and prior years have been paid in full and are not subject to any reassessment, contest, protest, certificate of error or other proceedings. To Seller's knowledge, there is no pending reassessment, and no notice has been received by Seller of a threatened reassessment, of all or any portion of the Subject Property.

(n) All written information, including, but not limited to, all documents, plans and specifications, reports and studies, furnished by Seller or its agents to Purchaser or its agents with respect to the Subject Property, is, to Seller's knowledge, true, complete and accurate in all material respects.

All of the foregoing representations and warranties shall be deemed to be remade as of the Closing Date (as hereinafter defined). Seller shall defend (with counsel reasonably acceptable to Purchaser), indemnify, save and hold harmless Purchaser, its elected and appointed officials, and its officers, directors, members, managers, agents, representatives and employees (collectively, "Purchaser Indemnitees") from and against any and all claims, demands, causes of action, proceedings and/or suits that may be brought against Purchaser or any other Purchaser Indemnitee, and any and all losses, costs, damages, expenses and/or liabilities incurred, paid or sustained by Purchaser or any other Purchaser Indemnitee (including, but not limited to, reasonable attorneys' fees and expenses and court costs), resulting from, arising out of or caused by:

(i) the breach of any representation, warranty, agreement or covenant of Seller set forth in this Agreement or in any document or instrument executed by Seller in connection with this Agreement;

The representations, warranties and indemnities set forth in this Section 3 shall survive the Closing for five years.

(o) Fixtures. All of the fixtures stated herein are owned by the Seller and to Seller's knowledge are in operating condition as of the Date of Acceptance, unless otherwise stated herein. Seller agrees to transfer to Department by Bill of Sale at Closing the following except as otherwise provided herein: All existing improvements and fixtures, if any, including, but not limited to: heating, plumbing, electrical and well/septic systems and equipment; water heater; central cooling, humidifying and filtering equipment; fixed carpeting; built-in kitchen appliances, equipment and cabinets; water softener (except rental units); storm and screen windows and doors, attached shutters, shade and drapery hardware, attached shelving systems, attached fireplace screen, roof or attic TV antenna, all planted vegetation, garage door openers and in-car transmitters, all of which shall remain intact with the Parcel. Seller warrants to the City that all fixtures, systems included in the Agreement shall be in operating condition at time of delivery of possession. A system or item shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety.

All other existing personal property shall be removed from the Parcel by Seller upon delivery of Possession to the Seller upon expiration of the Lease.

(p) Certifications and Disclosure of Ownership and/or Beneficial Interest Affidavit.

Contemporaneously with the execution of this Agreement, Owner completed, executed and delivered to the Department, the Certifications regarding bribery and interest of a state employee, spouse and minor children (the "Certifications"), a Disclosure of Ownership and/or Beneficial Interest Affidavit (the "Affidavit") and a Certification of Taxpayer Identification Numbers, copies of which are attached hereto, marked Exhibit C and made a part hereof. The Affidavit is a disclosure of beneficial interest in the Property in compliance with the Airport and Corrections Facility Land Disclosure Act, 30 ILCS 561/1 et seq. The individual who is shown to hold the greatest percentage of beneficial interest in the Parcel has executed the Affidavit, which discloses the names, addresses, descriptions of interest, percentages of interest and taxpayer identification numbers of all holders of beneficial interest in the Parcel. This Contract is subject to a full and complete disclosure of all such holders of ownership and/or beneficial interest and the Department may terminate and declare this Contract null and void if a full and complete disclosure of all such holders of beneficial interest has not been timely made, or, if the disclosure reveals a conflict of interest. The City shall record the Affidavit at the Office of the Ogle County Recorder of Deeds within three (3) business days after the execution of this Contract by the Seller.

4. **Title and Survey.** Prior to the Closing Date (as hereinafter defined), Seller, at its cost, shall furnish Purchaser with a title commitment ("**Title Commitment**") issued by Chicago Title Insurance Company (Kenzley Title as issuing agent) ("**Title Company**") with respect to the Subject Property, in an amount of insurance equal to the Purchase Price, together with copies of all documents of record referenced therein, and a current as-built ALTA survey ("**Survey**"), of the land and improvements that make up the Subject Property. The Title Commitment shall show title to the Subject Property being in Seller. The Survey shall be certified to Purchaser and the Title Company, shall contain a legal description of the land that makes up the Subject Property. The Survey will identify all corners of the land as being staked, the location of all improvements on the land (if any) and all encumbrances of record. The Survey shall confirm that the Property is free of encroachments and that no portion of the land is located within a wetland or flood plain according to National Wetland Inventory Maps. At Closing, Seller, at its cost, shall furnish Purchaser with an ALTA owner's title policy ("**Title Policy**") issued pursuant to the Title Commitment in the amount of the Purchase Price. The Title Policy shall show title to the Property being in Purchaser's name and shall include extended coverage over the standard exceptions and the other endorsements required hereunder.

5. **Governmental Approval.** This Purchase and Sale Agreement is subject to, and conditioned upon the approval of the Illinois Department of Transportation – Aeronautics Division. The City shall notify Seller within 5 business days of the approval or rejection of this Agreement by the Illinois Department of Transportation – Aeronautics Division, and, if this Agreement is rejected by the Illinois Department of Transportation – Aeronautics Division, all terms, obligations and representations contained in this Agreement are null and void, and cannot be used by either party for any purpose.

6. **Due Diligence Period.**

(a) **Matters to Be Reviewed.** Purchaser shall complete its due diligence review and approval of the environmental condition of the Real Estate within thirty (30) days of the date of this Agreement (the "Due Diligence Period") or the approval of the Illinois Department of Transportation, whichever is later. Purchaser's due diligence may include, but shall not be limited to the environmental condition of the Real Estate including a Phase I environmental site assessment and, if indicated, a Phase II environmental site assessment, each performed by a licensed environmental consultant selected and paid for by Purchaser, and in accordance with the applicable ASTM Standards. If any assessment finds any recognized environmental condition on the Real Estate as defined by ASTM, and Purchaser has not terminated this Agreement, Seller will have 90 days to remedy the recognized environmental condition, at its sole option. Regardless of any other provision of this Agreement, the Due Diligence Period will terminate six months after the date of this Agreement, if not then already terminated.

(b) Notice of Termination. If Purchaser determines to terminate this Agreement (such determination to be made in Purchaser's sole and absolute discretion) within the Due Diligence Period, then Purchaser may terminate this Agreement by delivering written notice to Seller, which notice must be given within the Due Diligence Period. If Purchaser fails to deliver notice of the termination during the Due Diligence period, then the Due Diligence Period shall terminate and this Agreement shall continue to be binding.

(c) Early Termination of the Due Diligence Period. Purchaser may terminate the Due Diligence Period early by delivery of written notice to Seller indicating its satisfaction with the condition of the Real Estate and waiver of the unexpired term of the Due Diligence Period.

(d) Purchaser shall provide Seller evidence of workers compensation, liability and other coverage for any site assessment of the Real Estate in the amounts of \$3,000,000 each accident/\$3,000,000 each employee/\$3,000,000 policy limit for Workers' Compensation Liability and \$1,000,000 per occurrence/\$3,000,000 aggregate for General Liability limits, and shall make Seller an additional insured on such policies.

(e) Access. During the Due Diligence Period, Seller shall permit Purchaser and its authorized representatives to perform inspections and testing with respect to the condition of the Real Estate at such times during normal business hours as Purchaser or its representatives may request. All inspections and testing shall be nondestructive in nature, and specifically shall not include any physically intrusive testing except with Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All costs and expenses of any kind incurred by Purchaser relating to the inspection and testing of the Real Estate shall be solely Purchaser's expense. Seller reserves the right to have a representative present at the time of making any such inspections and testing, and Purchaser shall provide Seller copies of all inspection reports, data and results, which shall be Confidential Seller Information. Purchaser shall notify Seller (or Seller's attorney) not less than 24-hours in advance of making any such inspection or testing. Purchaser hereby indemnifies and agrees to defend and hold Seller harmless from any and all claims, losses, damages, judgments, settlements, fines, penalties, fees (including, without limitation, attorneys' fees), costs and expenses incurred by Seller and arising out of any personal injury or death of any person or any damage to property resulting from acts or negligent omissions of Purchaser or any of its agents, representatives, contractors or subcontractors relative to entry or activities upon the Real Estate or any surrounding land as well as such inspections and tests; provided that Purchaser will have no liability for the mere discovery of conditions existing at the Real Estate and not caused by Purchaser, its agents, employees or contractors. Purchaser agrees that it will restore the Real Estate in all material respects to the Real Estate's condition prior to any tests or inspections. Notwithstanding any other provision of this Agreement to the contrary, the foregoing agreements of Purchaser contained in this subparagraph shall survive any termination of this Agreement or the Closing.

7. Closing. The Closing shall occur on the date of this Agreement (the "Closing Date"), at the offices of the _____, Illinois, and shall be accomplished through a customary "New York Style" closing escrow, the cost of which shall be paid by Seller.

(a) Seller shall, at the Closing, at its sole cost and expense, deliver or cause to be delivered to Purchaser (through the escrow described above) the following, in form and substance acceptable to Purchaser:

- (1) Duly executed and acknowledged Warranty Deed in recordable form (“Deed”) conveying the Subject Property to Purchaser;
- (2) A Bill of Sale for all fixtures and personal property;
- (3) the Title Policy (which may be in the form of a marked-up title commitment dated down to the date of recording of the Deed), together with all releases, subordination agreements (if any), ALTA statements, gap undertakings and other certificates, affidavits, documents or payments required by the Title Company to issue the Title Policy;
- (4) Copies of all certificates, permits, licenses and approvals in Seller’s possession, if any, from all Governmental Authorities, which were necessary to permit construction, access to and use and operation of the Subject Property;
- (5) Copies of all plans, specifications, operating manuals, warranty materials and other documents in Seller’s possession regarding the ownership, use or operation of the Subject Property;
- (6) Duly executed non-foreign transferor’s affidavit (FIRPTA) sufficient in form and substance to relieve Purchaser from any withholding obligations under Section 1445 of the Internal Revenue Code; and
- (7) Any other documents that may be required to convey the Subject Property to Purchaser in accordance with this Agreement and all applicable laws.

(b) Purchaser shall, at the Closing, at its sole cost and expense, deliver or cause to be delivered to Seller the following:

- (1) The Purchase Price, plus or minus prorations as provided herein; and

(c) Each party shall, at or prior to the Closing, deliver to the other party the following documents:

- (1) A Closing Statement setting forth the adjustments and prorations provided for in this Agreement in form reasonably satisfactory to the parties; and
- (2) State of Illinois and (if applicable) county and municipality transfer and transaction tax declarations.

(d) Seller shall deliver possession of the Property to Purchaser at Closing free and clear of any title exceptions, licenses, tenancies or other use or possessory rights of third parties.

8. Prorations, Adjustments and Expenses.

(a) Seller shall pay for all transfer taxes and any costs imposed by platting, zoning, subdivision or other requirements of law related to the conveyance of the Subject Property, all costs of recording the Deed, and all premiums and other charges related to the issuance of the title commitments and title policies specified herein.

(b) All real estate taxes and other items of income and expense relating to the Property (if any) shall be prorated between the parties as of 12:01 a.m. on the Closing Date at a proration of 120% if the prior year’s tax payments.

9. **Lease-back.** Following the closing of the Subject Property, Seller shall be entitled to lease the Subject Property for a period of five (5) years ("Initial Term") from the date of the closing at a monthly rate of Five Thousand Eight Hundred (\$5800) Dollars per month, triple net lease. Thereafter, the Seller and Buyer may renegotiate a new lease on a yearly basis, until such time as Buyer determines it needs the use of the Subject Property. Seller shall notify Buyer 180 days prior to the expiration of the Initial Term of its intent to negotiate a lease for an addition one-year term.

10. **Default.** In the event of a default by either party under the terms and provisions of this Agreement, the non-defaulting party shall be entitled to enforce any and all rights and remedies to which it may be entitled under this Agreement, at law or in equity.

11. **Notices.** Whenever notice is required or permitted to be given pursuant to this Agreement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, sent via United States certified mail, return receipt requested, postage prepaid, or sent via email, and shall be addressed to the parties at their respective addresses as follows:

If to Purchaser:

City of Rochelle
420 N. 6th Street
Rochelle, IL 61068
Attn: Jeff Fiegenschuh, City Manager
Email: jfiegenschuh@rochelleil.us

with a copy to:

Peterson Johnson & Murray, Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606
Attn: Dominick Lanzito
Email: dlanzito@pjmlaw.com

If to Seller:

Large Car Rebuilders, Inc.
Attn: Dale B. Jump, President
13800 East Gurler Road
Rochelle, IL 61098

with a copy to:

John Rearden, Jr.
Oliver Close LLC
124 N. Water St., P.O. Box 4749
Rockford, IL 61110-4749
jrearden@Oliverclose.com

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this

Agreement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

12. **Assignment.** Neither party shall assign its interests in this Agreement without the prior written consent of the other party in each instance, which consent shall not be unreasonably withheld.

13. **Brokers.** Each party represents and warrants to the other that it has dealt with no broker, finder or similar person or entity in connection with the sale of the Property. Each party shall indemnify, defend (with counsel reasonably acceptable to the other party) and hold the other party harmless from and against any and all claims and losses brought against, sustained or incurred by the non-representing party by reason of the representing party's breach of the foregoing representation and warranty.

14. **Waiver of Jury Trial.** Seller and Purchaser, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Agreement against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Seller and Purchaser, Purchaser's use or occupancy of the Subject Property, or any other claims, and any emergency statutory or any other statutory remedy.

15. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

16. **Binding Effect.** The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Seller and Purchaser and their respective heirs, distributees, executors, administrators, successors and permitted assigns.

17. **Entire Agreement** This Agreement, the exhibits and addenda, if any, contain the entire agreement between Seller and Purchaser regarding the subject matter hereof.

18. **Further Assurances.** Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

19. **No Waiver.** The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

20. **No Oral Change.** This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. **No Third-Party Beneficiaries.** Seller and Purchaser agree and acknowledge that, except as expressly set forth herein, there are no intended third-party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

22. **Severability.** If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. **Governing Law.** The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

24. **Fees Paid by Breaching Party.** Upon the occurrence of any breach of this Agreement by either party, the breaching party shall be liable for and shall reimburse the non-breaching party upon demand for all reasonable attorney's fees and costs incurred by the non-breaching party in enforcing the breaching party's obligations under this Agreement.

25. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits hereto.

26. **Counterparts; Execution.** This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement. This Agreement may be executed via facsimile or emailed .pdf file, and facsimile or emailed .pdf copies of any party's signature hereto shall be deemed to constitute an original.

27. **Time is of the Essence.** Time is of the essence of each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

PURCHASER:

THE CITY OF ROCHELLE,
an Illinois municipal corporation

By: _____

Name: _____

Its: _____

SELLER:

Large Car Rebuilders, Inc.

By: _____

Name: Dale B. Jump

Its: President

Exhibit A
Legal Description of the Property

Property Identification Number 24-35-400-008

Part of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 35, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows: Beginning at the Southwest corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section 35; thence North 0 degrees 49' 31" East along the West line of the Southeast Quarter (1/4) of the said Southeast Quarter (1/4), a distance of 568.02 feet; thence North 71 degrees 11' 03" East, a distance of 367.77 feet; thence South 0 degrees 49' 31" West parallel with the West line of the Southeast Quarter (1/4) of said Southeast Quarter (1/4), a distance of 689.57 feet to the South line of said Section 35; thence North 89 degrees 31' 00" West along said South line, a distance of 346.38 feet to the point of beginning; situated in the County of Ogle and State of Illinois.

13800 Gurler Road
Rochelle, IL 61068

Exhibit B
Lease
[not for execution]

LEASE - BUSINESS PROPERTY

THIS AGREEMENT, made and entered into on this ____ day of _____, _____ by and between CITY OF ROCHELLE, an Illinois municipal corporation ("Landlord"), whose address, for the purpose of this lease is: 420 N. 6th St., P.O. Box 601, Rochelle, IL 61068, and LARGE CAR REBUILDERS, INC, ("Tenant"), whose address for the purpose of this lease is: 13800 East Gurler Road, Rochelle Illinois 61068.

The parties agree as follows:

1. ***PREMISES AND TERM.*** Landlord leases to Tenant the real estate (the "Premises"), situated in the City of Rochelle, Ogle County, Illinois as outlined in **Exhibit A**, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term of 5 years beginning on the 1st day of _____, _____ (the "Initial Term"). The parties shall have the option to extend the term of the lease for five (5) additional periods of one (1) year each (the "First Renewal Term" and "Second Renewal Term", etc.) to commence immediately upon the expiration of the Initial Term, as applicable, upon written consent of the parties.

Notwithstanding the foregoing, upon thirty days written notice given at any time after commencement of the lease term, Landlord may terminate this Lease, as to all or any part of 13800 East Gurler Road, Rochelle, Illinois 61068, should the Landlord require use of the (term that defines the property) for its own purposes or for construction of an airport or for any other airport-related purposes. Such notice is required only if Tenant is not in default of this Lease.

2. ***RENT.*** Tenant agrees to pay Landlord as rent \$5800 per month, triple net. Tenant shall pay all property taxes levied upon the property and all maintenance of the property as required herein. Upon the expiration of the Initial Term, the parties may renegotiate the monthly rent.

3. ***POSSESSION.*** Tenant shall be entitled to possession on the first day of the lease term.

4. ***USE.*** Tenant shall use the premises exclusively for Tenant's business activities that existed immediately before the execution of this Lease. No materials designated as hazardous by the U.S. Department of Transportation may be handled or stored on the Premises, except that Tenant may use paint, paint thinner and any other material or product it used before the execution of this Lease.

5. ***CARE AND MAINTENANCE.*** Tenant takes the premises "As Is", except as herein provided. Tenant is responsible for maintaining the Premises, including but not limited to: all building and property maintenance, vegetation control, spill containment, and spill clean-up.

6. ***UTILITIES AND SERVICES.*** Tenant shall pay for all utilities and services which may be used on the Premises.

7. ***ASSIGNMENT AND SUBLETTING.*** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

8. ***PROPERTY INSURANCE.***

(a) Tenant will not do or omit the doing of any act which would invalidate any insurance or increase the insurance rates in force on the Premises.

(b) To the extent of all insurance collectible for damage to property, and to the extent permitted by their respective policies of fire and extended coverage insurance, each party hereby waives rights of subrogation against the other, regardless of fault.

9. **INDEMNITY AND LIABILITY INSURANCE.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damages, and expenses, including reasonable attorney's fees, occasioned by, or arising out of any accident or other occurrence causing or inflicting injury or damage to any person or property happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any party thereof by Tenant or any person claiming through or under Tenant. Tenant will procure and maintain liability insurance in amounts not less than \$5,000,000.00 or any person injured, \$5,000,000.00 for any one accident, and with the limits of \$5,000,000.00 for property damage, which names Landlord as an additional insured.

10. **IMPROVEMENTS AND UTILITIES.** Any alterations, physical additions, or improvements to the Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease.

11. **MECHANIC'S LIENS.** Neither Tenant, nor anyone claiming by, through or under Tenant, shall have the right to file any mechanic's lien against the Premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish or agree to furnish any material, service, or labor for any improvement on the premises.

12. **TERMINATION UPON DEFAULT OF TENANT.** Upon default in payment of rent, abandonment of the premises, or upon any other default by Tenant of the terms of this lease, this lease may, at the option of Landlord, and without prejudice to any other rights or remedies afforded Landlord by law, be cancelled and forfeited; PROVIDED, HOWEVER, before any such cancellation and forfeiture, Landlord shall give Tenant notice specifying the default, or defaults, and stating that this Lease will be cancelled and forfeited thirty (30) days after such notice, unless such defaults are remedied within such period.

13. **NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

To LANDLORD at:

Jeff Fiegenschuh
City Manager
City of Rochelle
420 North 6th St.
Rochelle, IL 61068
jfigenschuh@rochelleil.us

With a Copy to:

Dominick Lanzito
Peterson Johnson & Murray Chicago, LLC
200 W Adams, Suite 2125
Chicago, IL 60606
dlanzito@pjmchicago.com

To TENANT at: Large Car Rebuilders, Inc.
Attn: Dale B. Jump, President
13800 East Gurler Road
Rochelle, IL 61098

With a Copy to: John Rearden, Jr.
Oliver Close LLC
124 N. Water St., P.O. Box 4749
Rockford, IL 61110-4749
jrearden@Oliverclose.com

14. **PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators and assigns of the parties hereto.

15. **ADDITIONAL PROVISIONS.**

(a) Tenant shall remove all its structures, containers, parts, and any other property from the Premises at termination of lease upon written notice by Landlord.

(b) Tenant shall be responsible for obtaining any additional required permits or variances from the city, county, or any other applicable governmental agencies.

(c) Tenant shall remove any and all spills or contaminated soil at Tenant's cost at termination of lease.

BY: _____
City of Rochelle

BY: _____
Large Car Rebuilders, Inc.

Exhibit A

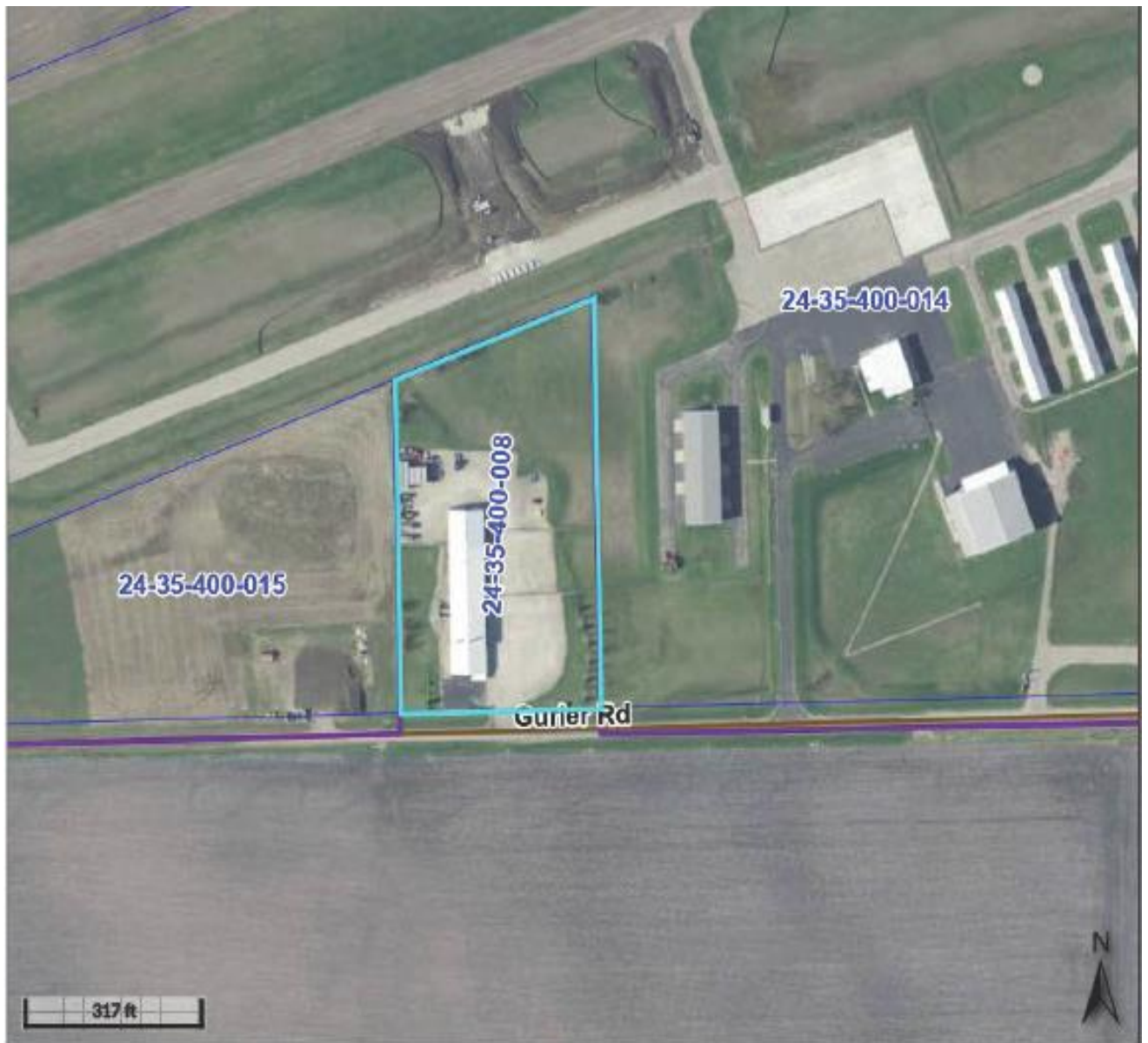


Exhibit C



**Illinois Department
of Transportation**

Disclosure of Owner(s) and/or Beneficial Interest(s) Affidavit (Trust)

Owner
Address

Route
Section
County
Project No.
Job No.
Parcel No.
P.I.N. No.
Station
Station
Catalog No.
Contract No.

State of _____)
County of _____) ss

_____, Affiant, being first duly sworn on oath, states that Affiant is the owner of _____ which owns the property or is otherwise interested in the property described in the exhibit attached (copy of deed or legal description) hereto; that Affiant has knowledge of the facts herein; and that the owners and/or beneficiaries of said entity are as follows:

| | Name | Address | % of Interest |
|----|-------|---------|---------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |

Signature

Print Name and Title

This instrument was acknowledged before me on _____
by _____

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, _____, 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 THE PURCHASE OF 13800 EAST GURLER ROAD, ROCHELLE, ILLINOIS” which was adopted by the Mayor and City Council of the City of Rochelle on April _____, 2023.

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

CITY CLERK