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

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

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

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

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

**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle  
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  
SALE OF 916 S. 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**, the City (“Seller”) is the owner of a property located at 916 S. Main Street, Rochelle, Illinois 61068 (“Subject Property”) with PIN 24-25-427-001; and

**WHEREAS**, the City desires to sell a 50% interest the Subject Property to the Ogle-Lee Fire Protection District ; and

**WHEREAS**, the sale of the Subject Property will allow the City and the Ogle-Lee Fire Protection District 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 sale of a 50% interest in the Subject Property, attached hereto as Exhibit 1; and

**WHEREAS**, the City will sell a 50% interest in the Subject Property for \$50,000, 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 (attached as Exhibit 1) for the sale of a 50% interest in 916 S. Main Street, Rochelle, Illinois, in a form prepared and/or approved by the City Attorney, in an amount of FIFTY THOUSAND (\$50,000.00) DOLLARS, plus closing costs, subject to final review and revisions by

the City Attorney. 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 27<sup>th</sup> day of November, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 27<sup>th</sup> day of November, 2023.

MAYOR \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Exhibit 1**  
**NOT FOR EXECUTION**  
**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (the “Agreement”) is entered into between the Ogle-Lee Fire Protection District, an Illinois Fire Protection District, of 401 5<sup>th</sup> Avenue, Rochelle, IL 61068 (the “Purchaser”), and City of Rochelle, an Illinois municipality, of 420 N. 6th Street, Rochelle, Illinois, 61068 (the “Seller”).

**RECITALS:**

**WHEREAS**, the District is a duly formed Illinois fire protection district pursuant to 70 ILCS 705/1 *et seq.*, comprising parts of Ogle and Lee Counties, Illinois; and

**WHEREAS**, the City owns and operates a municipal fire department; and

**WHEREAS**, the City and District are in need of a facility, at which to conduct fire training; and

**WHEREAS**, the City owns a property that can be utilized for the development of a joint training facility; and

**WHEREAS**, the owns consists of approximately 3 acres of land currently used for farmland, but zoned for commercial/industrial use, and

**WHEREAS**, the property is located at 916 S. Main Street, Ogle County, Rochelle, Illinois, 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; and

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 a 50% interest as a Tenant in Common for the Subject Property defined below, and the parties agree that an appraisal, title insurance policy, 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 50% interest as a Tenant in Common for Subject Property (the “Purchase Price”) shall be **Fifty Thousand (\$50,000.00) 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. 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 exempt because of Seller's and/or Purchaser's status as governmental entities. The cost of recording the documents called for herein shall be paid for by Purchaser.

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 the following:

i. A duly executed and acknowledged original Warranty Deed conveying title to the Subject Property equally, as Tenants in Common in the names of the Seller and Purchaser 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 title company 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).

6. Possession. Seller shall provide Purchaser with possession of the Subject Property consistent with the Intergovernmental Agreement entered into between the Seller and the Purchaser on October 21, 2021. 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 50% of Seller's right, title, and interest in and to all of the Subject Property as Tenants in Common, 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 Deed Restrictions defined below.

8. Title and Examination Period.

a. Title. The Parties agree that a Title Policy will is not needed for the Subject Property.

b. 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. 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.

10. 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.

11. 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.

12. Representations by Both Parties. The representations and warranties set forth in paragraphs 10 and 11 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.

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

- a. 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;
- b. There exists no material breach of any of Seller's covenants, representations, warranties or obligations contained herein;
- c. 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.

14. 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.

15. 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: Ogle Lee Fire Protection District  
401 5<sup>th</sup> Avenue  
Rochelle, IL 61068  
Attention: Lance Noggle, Board President

With a copy to: Paul E. Chadwick  
Fearer, Nye & Chadwick  
420 Fourth Avenue  
Rochelle, IL 61068  
[paul@fnclaw.com](mailto:paul@fnclaw.com)

Seller: Jeff Fiegenschuh, City Manager  
City of Rochelle  
420 N. 6th Street  
Rochelle, IL 61068  
[jfiegeschuh@rochelleil.us](mailto: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](mailto:dlanzito@pjmlaw.com)

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.

16. 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.

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

18. 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.

19. 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.

20. 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.

Purchaser:

**CITY OF ROCHELLE,**  
an Illinois municipality

By: \_\_\_\_\_  
**Jeff Fiegenschuh, City Manager**

Purchaser:

**OGLE LEE FIRE PROTECTION  
DISTRICT,** an Illinois fire protection district

By: \_\_\_\_\_  
**Lance Noggle, Board President**

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](mailto:dlanzito@pjmlaw.com)

Reviewed by:

Paul E. Chadwick  
Fearer, Nye & Chadwick  
420 Fourth Avenue  
Rochelle, IL 61068  
[paul@fnclaw.com](mailto:paul@fnclaw.com)

# 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/LOT:25 LOT 2 SE4 EX N 79 FT <span style="color: red;">(Note: Not to be used on legal documents)</span>			

**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



**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 SALE OF 916 S. MAIN STREET, ROCHELLE, ILLINOIS” which was adopted by the Mayor and City Council of the City of Rochelle on November 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 November, 2023.

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CITY CLERK