

**ORDINANCE NO. 2025- \_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE OF ROSCOE, WINNEBAGO COUNTY,  
ILLINOIS, ACCEPTING THE DONATION OF REAL PROPERTY  
COMMONLY KNOWN AS A PORTION OF PIN 04-33-382-009 FROM NICK  
SOMMER**

**WHEREAS**, the Village of Roscoe, Illinois (“Village”) has been empowered by Division 61 of the Illinois Municipal Code to acquire, by gift, any real or personal property for purposes authorized by law (65 ILCS 5/11-61-1.5); and

**WHEREAS**, the Village has been approached by Nick Sommer (“Donor”), the legal owner of a parcel of real property commonly known as a portion of PIN 04-33-382-009 (the “Property”) about acquiring said Property via gift; and

**WHEREAS**, the corporate authorities of the Village have determined that it is beneficial to accept the donation of the Property from the Donor; specifically, the Village intends to use the Property for a public purpose as part of a multi-use parking facility; and

**WHEREAS**, in order to accept the proposed donation of the Property, it is necessary to enact an Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION ONE: The foregoing recitals are incorporated herein as findings of the Board of Trustees of the Village of Roscoe.

SECTION TWO: The corporate authorities of the Village of Roscoe find and determine that the public interest will be subserved and furthered by accepting the donation of the Property from the Donor.

SECTION THREE: The corporate authorities of the Village of Roscoe hereby authorize and approve the conveyance of the Property commonly known as a portion of PIN 04-33-382-009, as legally described in the attached EXHIBIT A and depicted in the attached EXHIBIT B, to the Village of Roscoe, pursuant to the terms and conditions of the Land Donation Agreement attached hereto as EXHIBIT C and made a part thereof.

SECTION FOUR: The Village Attorney is directed to prepare all necessary documents to consummate this real property donation. The Village President, the Village Administrator, and/or the Village Clerk, or their designees, are authorized and directed to execute and deliver the Land Donation Agreement and such other documents to the Donor as may be necessary or convenient to allow the Village to consummate this donation and take title to the Property.

SECTION FIVE: Subject to the provisions of Sections Three and Four above, this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED by the affirmative vote of the Board of Trustees of the Village of Roscoe this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstentions: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## **Exhibit “A” – Legal Description**

Legal Description:

Part of Lot Nine (9) in Block Three (3) as designated upon the Plat of S.W. Leland's Addition to the Town of Roscoe, the plat of which Addition is recorded in Book H of Deeds on Page 234 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows, to-wit: Beginning at a point on the South line of said Lot which bears North 90°-00'-00" West, 26.00 feet from the Southeast corner of said Lot; thence North 90°-00'-00" West, along the South line of said Lot, 34.00 feet; thence North 00°-45'-28" East, parallel with the East line of said Lot, 41.00 feet; thence South 90°-00'-00" East, parallel with the South line of said Lot, 14.00 feet; thence South 00°-45'-28" West, parallel with the East line of said Lot, 30.00 feet; thence South 90°-00'-00" East, parallel with the South line of said Lot, 20.00 feet; thence South 00°-45'-28" West, parallel with the East line of said Lot, 11.00 feet to the point of beginning. Situated in the County of Winnebago and State of Illinois.

Prepared by:

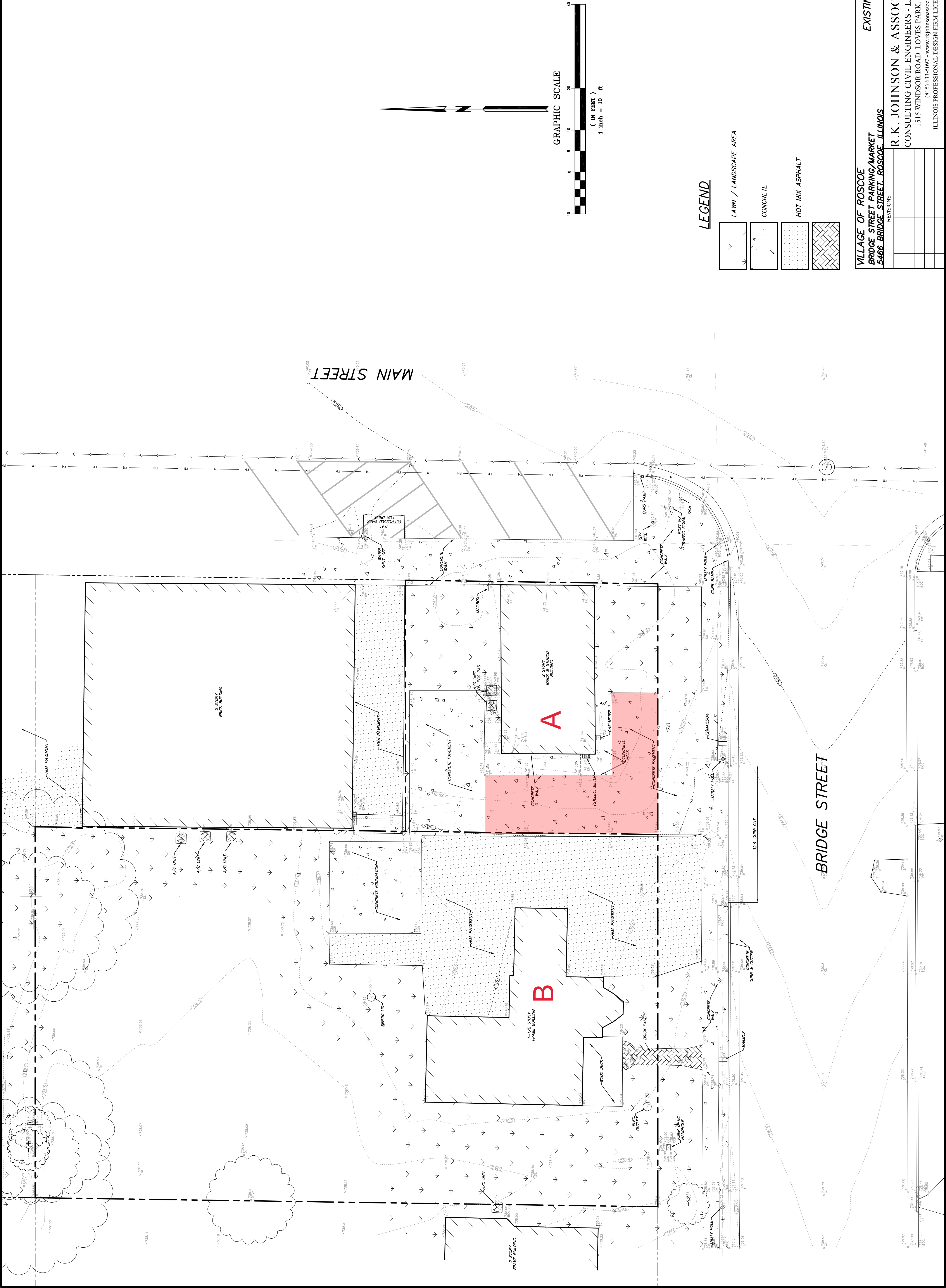
R.K. Johnson & Associates, Inc.

1515 Windsor Road

Loves Park, IL 61111

October 15, 2024 Job No. 18405

## **Exhibit “B” – Depiction of Property**



VILLAGE OF ROSCOE  
BRIDGE STREET PARKING/MARKET  
3466 BRIDGE STREET, ROSCOE, ILLINOIS

EXISTING CONDITIONS  
PLAN

REVISIONS	

R.K. JOHNSON & ASSOCIATES, INC.  
CONSULTING CIVIL ENGINEERS - LAND SURVEYORS  
1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111  
(815) 633-5097 - www.rkjohnsassociates.com  
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184-04494

DRAWN BY: JCW  
CHECKED BY:  
APPROVED BY:  
ISSUE DATE: 6/14/2024  
PROJECT NO.: 18349  
1 of \*  
SHEET NO.:

## **Exhibit “C” – Land Donation Agreement**

## LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”, as defined below in Section 26), by and between NICK SOMMER, an individual residing in the State of Illinois (“Donor”), and the VILLAGE OF ROSCOE, an Illinois municipal corporation (“Donee” or the “Village”). The parties hereto may each be referred to as a “Party” individually, or jointly as the “Parties”; and

WHEREAS, Donor owns certain real property commonly known as a portion of PIN 04-33-382-009 (referred to as the “Property”), and which is legally described as set forth in Exhibit “A” and depicted in Exhibit “B”, both of which are attached hereto and incorporated herein by reference; and

WHEREAS, Donor desires to donate the Property to Donee and Donee desires to accept the donation of the Property from Donor; and

WHEREAS, Donee intends to use the Property for public purposes and for the benefit of the residents of the Village; and

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties hereby agree as follows:

1. Donation of Property. Donor agrees to donate, give, transfer, quit claim, and convey to Donee, and Donee agrees to accept from Donor, the Property legally described in the attached Exhibit “A” and depicted in the attached Exhibit “B”, together with all easements and rights related to the Property and all improvements on the Property. Donor represents and warrants to Donee that Donor is making this donation without payment or other consideration from Donee other than as set forth in this Agreement.
2. Purchase Price: Costs.
  - A. The total purchase price (the “Purchase Price”) to be paid by Donee to Donor for the Property shall be Zero U.S. Dollars (\$0.00).
  - B. All costs and expenses shall be paid as set forth herein.
3. Use of Property. Donor is conveying the Property to Donee for public purposes and without restriction as to future use or ownership.
4. Inspection Period; Closing
  - A. Donee shall waive or complete its due diligence inspection of the Property within sixty (60) days of the execution of this Agreement (the “Inspection Period”). Donee, at its sole expense, shall have the right to enter upon the Property, or any part thereof, upon not less than twenty-four (24) hours



advance notice by Donee to Donor, to perform inspections of the Property. Donee shall, at all times, conduct such inspections in compliance with applicable laws and shall not cause damage, loss, cost or expense to Donor or the Property. Any damage caused by Donee during an inspection of the Property shall be Donee's responsibility to repair. Donor shall have the right to have a representative present during Donee's and its agents' entry onto the Property. Donee shall have the right to conduct any Phase I and Phase II environmental review and testing, sampling or other invasive testing of the water, soil, air or building improvements on or beneath the Property with Donor's express prior written consent, which consent shall be granted by Donor in its reasonable discretion. Donee may order a survey of the Property at its own costs and expense.

B. Donee shall ensure that any Party entering onto the Property for purposes of inspection maintains commercial general liability insurance with coverage amounts of not less than \$1,000,000.00 per occurrence, from an insurer that is licensed and in good standing in the State of Illinois and is reasonably acceptable to Donor, and in such form as is reasonably acceptable to Donor. Prior to any such Party entering onto the Property, Donee shall deliver to Donor a certificate of insurance evidencing that such insurance is in place and naming Donor as an additional insured thereon. Donee shall indemnify and hold Donor harmless from and against any loss, cost, liability, claim, or expenses Donor may incur resulting either directly or indirectly from any such inspections. Donee shall have until the end of the Inspection Period to terminate this Agreement by written notice to Donor in Donee's sole and absolute discretion. If Donee does not deliver a written notice to Donor before the end of the Inspection Period terminating this Agreement, then Donee is deemed to have waived this inspection contingency and any right to object to the condition of the Property. Since the Property is being donated in an "as is" condition with all faults thereon, Donor shall not be required to cure any condition existing in, on, or about the Property.

C. Closing Date. The closing of the donation contemplated by this Agreement (the "Closing") shall occur on or before \_\_\_\_\_, 20\_\_\_\_. Closing shall be held at a mutually agreed upon location.

5. Donor's Deliveries at the Closing. At the Closing, Donor shall deliver to Donee directly the following documents and items, each in a form mutually agreed-to by the Parties:

- A. A Warranty Deed (the "Deed") conveying the Property from Donor to Donee.
- B. A standard form Bill of Sale executed by Donor and conveying any personal property located on the Property to Donee in an "as is", "where is", and "with all faults" condition;

- C. A Standard Affidavit of Title;
  - D. Any and all reasonable and customary documentation, including documentation allowing the Village to avail itself of Section 21-95 of the Illinois Property Tax Code (“Tax abatement after acquisition by a governmental unit”); and
  - E. Possession (and use, as applicable) of the Property, free of parties in possession (except as specifically set forth herein or as otherwise mutually agreed to by a written agreement of the Parties), and in the same condition as of the Effective Date (excepting normal wear and tear).
6. Donee’s Deliveries at the Closing. At the Closing, Donee shall deliver to Donor directly the following, each in a form mutually agreed-to by the Parties:
- A. Such proof of Donee’s authority and authorization to enter into this transaction as may be required by Donor, including a certified ordinance approved by the corporate authorities of the Village;
  - B. An executed copy of Internal Revenue Service (“IRS”) Form 8283, or any replacement, similar or additional forms required by the IRS and/or Illinois Department of Revenue (the “Donation Forms”) as provided by Donor, and provide any information Donor requires to complete said IRS Form 8283 or its replacement, similar or additional form or any such forms required by the IRS or the Illinois Department of Revenue; and
  - C. Any and all reasonable and customary documentation to complete the transaction contemplated herein, including, but not limited to, obtaining any necessary government approvals, such as State, county, and municipal Transfer Tax Declarations to the extent required by law.
7. Joint Deliveries at Closing. At the Closing, the Parties shall jointly deliver the following fully-executed documents pursuant to the terms set forth herein:
- A. Any and all documents reasonably required to effectuate the transactions contemplated herein; and
  - B. All documents or other deliveries required to be made by Donee or Donor at the Closing, and all transactions required to be consummated concurrently with the Closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made and no transactions shall be deemed to have been consummated, until all deliveries

required by the Parties have been made and all concurrent and other transactions have been consummated.

8. Allocation of Closing Costs and Expenses/Municipal Approval. Donee shall pay for all costs associated with this transaction, including the cost, if any, of (i) transfer stamps; (ii) title insurance policy; (iii) recording of the deed and any curative documents with respect to the Property; and (iv) any other costs or expenses incurred by Donee, except that each party is responsible for their own attorneys' fees.
9. Real Estate Taxes. For any real state taxes and assessments for any tax years not yet paid by Donor at the time of Closing, Donee shall be responsible for and pay such real estate taxes and assessments.
10. Utilities. Donor shall order a final reading on all utilities, if applicable, and be responsible for all costs and expenses associated with the same for all days prior to the Closing Date. Donor shall pay the utility provider the ascertainable amount due and owing regarding the utilities as of the Closing and provide a copy of all such documents to Donee to ensure the payment of the same is made. The Parties shall cooperate to cause the transfer of the Property's utility accounts, if any, from Donor to Donee.
11. Title Insurance and Documentation.
  - A. Title Commitment. In the event that Donee desires to obtain a title commitment, it may do so at its sole cost and expense. Donor shall not have any obligation to provide a title commitment. Donor shall be entitled to review said title commitment prior to closing.
  - B. Title Policy. As of the Closing Date, Donee, if it so desires and at its sole cost and expense, may cause a title company to issue to Donee its applicable ALTA Form.
  - C. Restrictions, Easements, Limitations. Donee shall take title to the Property subject to all matters of record.
  - D. Defects in Title. If Donee raises an objection to Donor's title to the Property, which, if valid, would make title to the Property uninsurable, Donor shall have the right, but not the obligation, to unilaterally terminate the Agreement by giving written notice of the termination to Donee. Donor is not obligated to (i) remove any exception; (ii) bring any action or proceeding or bear any expense in order to convey title to the Property; or (iii) make the title marketable or insurable. Any attempt by Donor to remove such title exceptions shall not impose an obligation upon Donor to remove these exceptions.

12. Donor's Representations. The following constitute the sole representations, warranties and covenants of Donor:

- A. Donor's Authority. Donor has the legal power, right and authority to entire into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Donor hereunder. This Agreement and all agreements, instruments and documents herein provided to be executed by Donor are duly authorized, executed and delivered by and binding upon Donor in accordance with their terms. All requisite action has been taken or obtained or will be taken prior to the Closing Date by Donor or its agent(s) in connection with entering into this Agreement and the consummation of the transactions contemplated hereby.
- B. No Conflict. The execution, delivery and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Donor is now a Party or by which the Property is bound or, to Donor's knowledge, any order, rule or regulation of any court or other governmental agency or official.
- C. Government Representations & Governmental Notices. Donor makes the following warranties and representations to the best of Donor's knowledge, without independent inquiry or examination:
  - a. The Property is not currently subject to a levy for a special assessment for public improvements with respect to the Property;
  - b. Donor is not currently named as a defendant in any administrative, civil, quasi-criminal or criminal lawsuit or prosecution (as applicable), brought by a governmental body with authority to do so, wherein it is alleged that Donor has violated by ordinance, rule, regulation or law enacted by a governmental body with appropriate jurisdiction to regulate the Property; and
  - c. Donor has no knowledge of nor has Donor received written notice of any present, threatened, pending, planned or proposed: (i) special assessment for a planned public improvement with respect to the Property; (ii) litigation for violation(s) of any ordinance, rule, regulation or law enacted by a governmental body with appropriate jurisdiction to regulate the Property; (iii) modification of land use controls for the Property or area surrounding the

Property; or (iv) action to condemn or otherwise acquire any of the adjacent or abutting rights of way of the Property.

It is understood and agreed that, except as specifically provided in this Agreement, Donor has made no, is not making any, and disclaims any and all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties related to suitability for habitation or intended use, merchantability or fitness for a particular purpose, or warranties or representations as to the condition of the Property, matters of title, use or income potential, availability of access, ingress, or egress, expenses, operating history or projections, valuation, governmental approvals, compliance with governmental regulations or any other matter or thing relating to or affecting the Property.

13. Donee's Representations. In addition to Donee's representations and warranties made elsewhere herein, Donee represents and warrants to Donor the following:

- A. Donee's Authority. Donee has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to execute and deliver all documents and instruments to be delivered by Donee hereunder.
- B. No Conflict. The execution, delivery and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Donee is now a Party, or to Donee's knowledge, any order, rule or regulation of any court or other governmental agency or official. Donee shall notify Donor promptly if Donee becomes aware of any transaction, occurrence or other matter prior to Closing that would make any of the representations or warranties of Donee untrue in any material aspect.
- C. Donee is accepting the Property solely in reliance on its own information and/or findings and not on any information, representation, or warranty provided or to be provided by Donor, its owners, members, representatives, agents, attorneys, or assigns.
- D. Donee will not occupy, or cause or permit others to occupy, the Property prior to Closing.
- E. Donee acknowledges that Donor is conveying the Property to Donee without restriction as to future use or ownership.
- F. Donee represents to Donor that Donee's use of the Property will not restrict or otherwise impair access to the back (west) door(s) of the property commonly known as 10514 Main Street Roscoe, Illinois 61073 with respect to Donor, his agents, employees, representatives, or any patrons/tenants of the 10514 Main Street property.

G. Donee represents to Donor that it will provide designated parking spots for patrons/tenants of the 10514 Main Street property on the Property, the exact number of which shall be determined subsequent to Donee's commencement of construction of improvements upon the Property.

H. Except as otherwise expressly set forth herein, all of Donee's representations and warranties set forth hereunder shall survive the Closing and the delivery of the Deed for a period of twelve (12) months.

14. Condition of Property. Until the Closing, Donor shall maintain the Property substantially in the same condition it is in on the Effective Date, ordinary wear and tear excepted. Any items of personal property remaining at the Property as of the Closing shall be considered surrendered and abandoned by Donor and shall be deemed rubbish and debris ("Debris") by Donee. As of the Closing, Donee shall have the full and unfettered right to remove and dispose of Debris in any manner it deems appropriate.

A. Donee makes the following acknowledgments with respect to the condition of the Property:

- a. Donee acknowledges and agrees that Donor has not made and hereby specifically disclaims any warranty, guaranty, or representation of, as to, or concerning (i) the nature, square footage, condition, value, or quality of the geology, the presence of environmental hazards, or the suitability of the Property for any and all activities and uses which Donee may elect to conduct thereon; (ii) the manner, construction, condition, quality, the state of repair or lack of repair of any of the Property; (iii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Property, its operation, or use with any laws, rules, ordinances, or regulations of any government or other body; and (v) the income to be derived from the Property, if any.
- b. Donee hereby expressly acknowledges and agrees that Donee has thoroughly inspected and examined the Property to the extent deemed necessary by Donee in order to enable Donee to evaluate the acceptance of the Property. Donee further acknowledges and agrees that Donee is relying solely upon the inspection, examination, and evaluation of the Property, if any, by Donee and that Donee is accepting the Property on an "as is", "where is", and "with all faults" basis and not on any information provided, or to be proved, by Donor.

15. Condemnation. In the event that between the Effective Date and the Closing Date any condemnation or eminent domain proceedings are initiated that might result in the taking of any part of the Property, Donor shall have the right to terminate this Agreement, in

which event the rights and obligations of the Parties under this Agreement shall cease with the exception of those specifically exempted therefrom pursuant to the provisions of this Agreement. The Donor may terminate this Agreement in the event that the Donee initiates any condemnation or other adverse administrative or legal action related to the Property.

16. Brokerage. The Parties each warrant and represent that neither Party has authorized any broker to act on its behalf in respect to the transactions contemplated hereby.

17. Default. Any one of the following will constitute an act of default hereunder:

A. A Party's misrepresentation or breach of any representation or warranty; or

B. A Party's failure to perform any of its obligations hereunder.

18. Remedies; Cure. In no event shall either Party be liable to the other Party for any third-party damages, including, without limitation, any loss or damage suffered by a Party in connection with any agreement or understanding with any third-party with respect to the use, lease, or purchase of the Property. In the event that either Party fails to comply with any of the obligations to be performed by it hereunder, on or prior to the Closing, the non-defaulting Party shall have available to it remedies in law or equity including the equitable remedy of specific performance.

19. Waiver of Liability. Donee does hereby waive, release, and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim that may hereafter accrue as a result of the use of the Property.

20. Indemnification. To the extent permitted by law, Donee agrees to indemnify, defend and hold harmless Donor, Donor's successors, and Donor's assigns from and against any and all claims, damages, losses and expenses arising from Donee's use of the Property. The obligations of Donee set forth in this Section 20 shall survive the Closing.

21. Risk of Loss. In the event of casualty loss, including, but not limited to, damage or destruction of the Property caused by fire, wind, tornado, earthquake, water, and the like, after the Parties' execution of the Agreement and prior to Closing, Donor may, at its sole discretion, repair or restore the Property, or Donor may terminate the Agreement.

22. Notices. Any notice, termination, waiver, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been fully received upon: (A) actual receipt if personally delivered and the sender received written

confirmation of personal delivery; (B) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (C) upon receipt, or refusal, as the case may be, after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (D) when delivered by email. Notice shall be sent to the addresses set forth below or to such other addresses as either Party may specify in writing.

To Donor: Nick Sommer  
c/o Nick Sommer – Country Financial  
10514 Main Street  
Roscoe, IL 61073  
[nick.sommer@countryfinancial.com](mailto:nick.sommer@countryfinancial.com)

To Donee: Village of Roscoe  
Attention: Village Administrator Josef Kurlinkus  
10631 Main Street  
Roscoe, IL 61073  
[josef@villageofroscoe.com](mailto:josef@villageofroscoe.com)

23. Attorneys' Fees. In the event that either Party shall bring an action or legal proceeding for an alleged breach of any provision, representation, warranty, covenant or agreement set forth in this Agreement or to enforce, interpret, protect, determine or establish the meaning of any term, covenant or provision of this Agreement or to establish a Party's rights or obligations hereunder, each Party shall pay its own costs and expenses occurred in connection therewith.

24. Miscellaneous. The Parties agree to the following additional terms and provisions:

A. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties representing the matters herein set forth and supersedes all prior agreements between the Parties regarding such matters, if any. The Parties acknowledge that there are no additional oral or written promises, conditions, representations, understandings, warranties, or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. No representations, promises, agreements or understandings, whether written or oral, not contained herein shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by both of the Parties or authorized representatives thereof.

B. Recurring Special Event Permit. Both Donor and Donee recognize and acknowledge that the Property is a portion of a larger parcel of real estate commonly identified as 10514 Main Street Roscoe, Illinois 61073, which is owned by Donor and zoned for commercial use (the "Commercial Property"). Both and Donee acknowledge that Donor and/or tenants of the Commercial Property may wish to hold and/or host



- certain events, weather-permitting, which would involve access to and use of certain portions of the Property. If Donor anticipates any such uses of certain and/or limited portions of the Property, the Donor may submit an annual request to the Donee for a “recurring special events” permit as set forth under Chapter 115, Section 11-482(b), and shall submit such a an application no later than thirty (30) days prior to the anticipated commencement of such events. The contents of any such application shall be in accordance with Section 11-482(e). Donee agrees to waive the Application Fee set forth in Section 11-482(f) for any such permitting application submitted consistent with the terms of this Agreement. Donor and Donee both recognize and acknowledge that, should Donor and/or Donor’s tenant(s) desire to hold and/or host a special event which would entail usage of the entire Property, Donor shall be required to submit a general special event permit application in accordance with the terms of Section 11-482. Donee agrees to waive the application fee set forth in Section 11-482(f) for any such permitting application submitted consistent with the terms of this Agreement.
- C. Survival. Notwithstanding anything to the contrary in the Agreement, any provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement shall survive the Closing and delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.
- D. Termination of Agreement. If either party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provisions that survive the termination of the Agreement.
- E. Time is of the Essence. The Parties acknowledge that time is of the essence in this Agreement.
- F. Headings for Convenience Only. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- G. Waiver. Except as herein expressly provided, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
- H. Governing Law and Interpretation. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Both of the Parties acknowledge

that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

- I. Jurisdiction and Venue. Each Party irrevocably and unconditionally agrees that all actions or proceedings in any way, manner or respect, arising out of or related to this Agreement shall be litigated only in the State of Illinois, 17<sup>th</sup> Judicial Circuit Court (Winnebago County). Each Party hereby consents and submits to the exclusive jurisdiction of such court and waives any right such Party may have to the contrary with respect to jurisdiction, venue, or inconvenient forum.
- J. Severability. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- K. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Recitals. The Recitals set forth in the preambles to this Agreement are hereby incorporated as if fully restated herein.
- M. The Parties agree to exchange all documents required for the Closing at a reasonable time prior to the Closing Date to allow each Party to review all relevant documentation. Neither Party shall be required to execute closing documents (e.g., deed, bill of sale) until Closing.
- N. Both Parties hereby acknowledge having read and fully understood this Agreement and all its terms and conditions.
- 25. Successors; Assignment. All of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, each Party's respective successors and assigns.
- 26. Effective Date. The Effective Date of this Agreement is the date the last authorized signatory signs and dates this Agreement below. The Effective Date shall be inserted on Page 1 of this Agreement.

Date: \_\_\_\_\_

DONOR: Nick Sommer, an individual

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

DONEE: The Village of Roscoe, Illinois, an  
Illinois municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Part of PIN 04-33-382-009

Legal Description:

Part of Lot Nine (9) in Block Three (3) as designated upon the Plat of S.W. Leland's Addition to the Town of Roscoe, the plat of which Addition is recorded in Book H of Deeds on Page 234 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows, to-wit: Beginning at a point on the South line of said Lot which bears North 90°-00'-00" West, 26.00 feet from the Southeast corner of said Lot; thence North 90°-00'-00" West, along the South line of said Lot, 34.00 feet; thence North 00°-45'-28" East, parallel with the East line of said Lot, 41.00 feet; thence South 90°-00'-00" East, parallel with the South line of said Lot, 14.00 feet; thence South 00°-45'-28" West, parallel with the East line of said Lot, 30.00 feet; thence South 90°-00'-00" East, parallel with the South line of said Lot, 20.00 feet; thence South 00°-45'-28" West, parallel with the East line of said Lot, 11.00 feet to the point of beginning. Situated in the County of Winnebago and State of Illinois.

Prepared by:

R.K. Johnson & Associates, Inc.

1515 Windsor Road

Loves Park, IL 61111

October 15, 2024 Job No. 18405

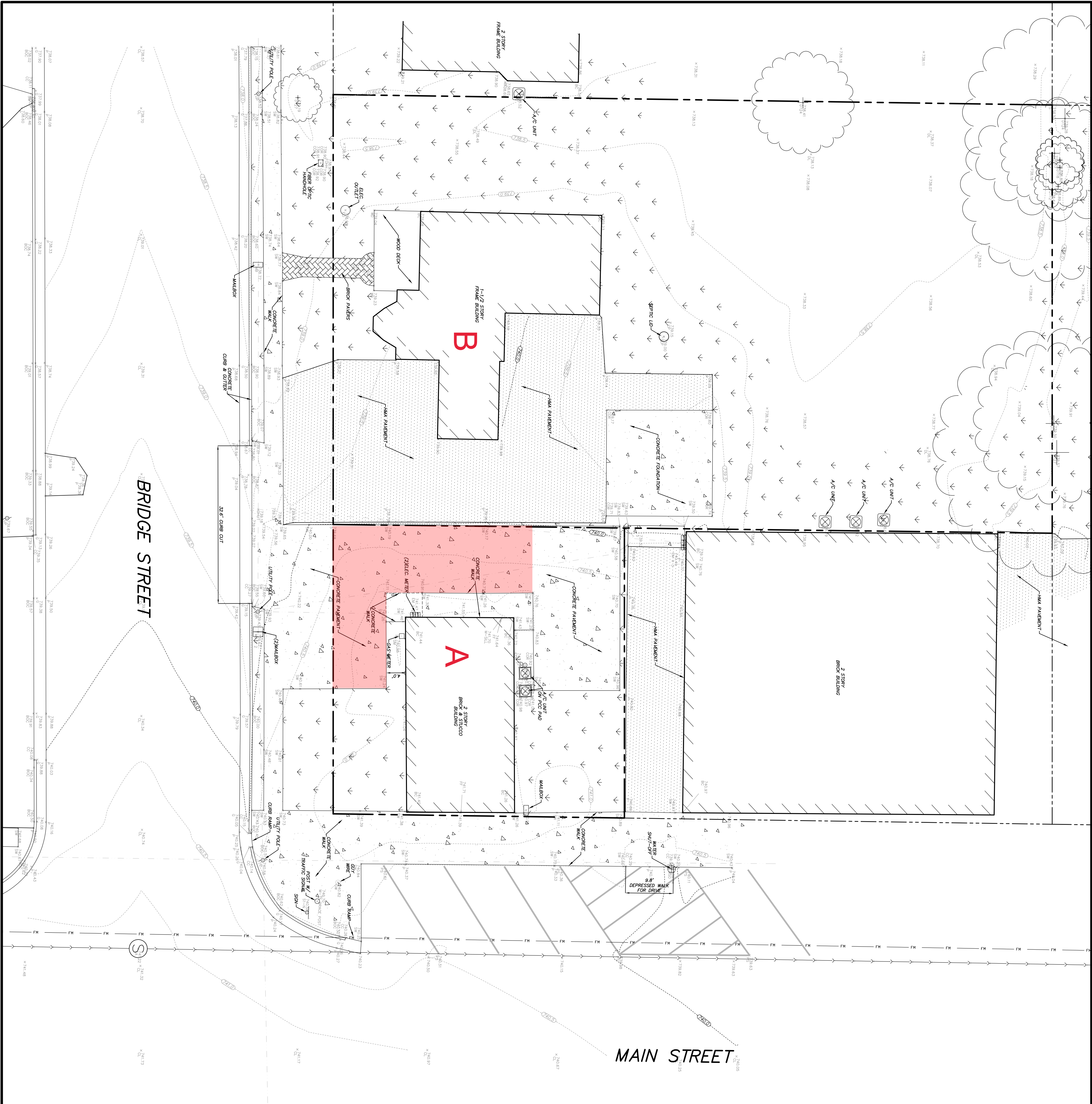
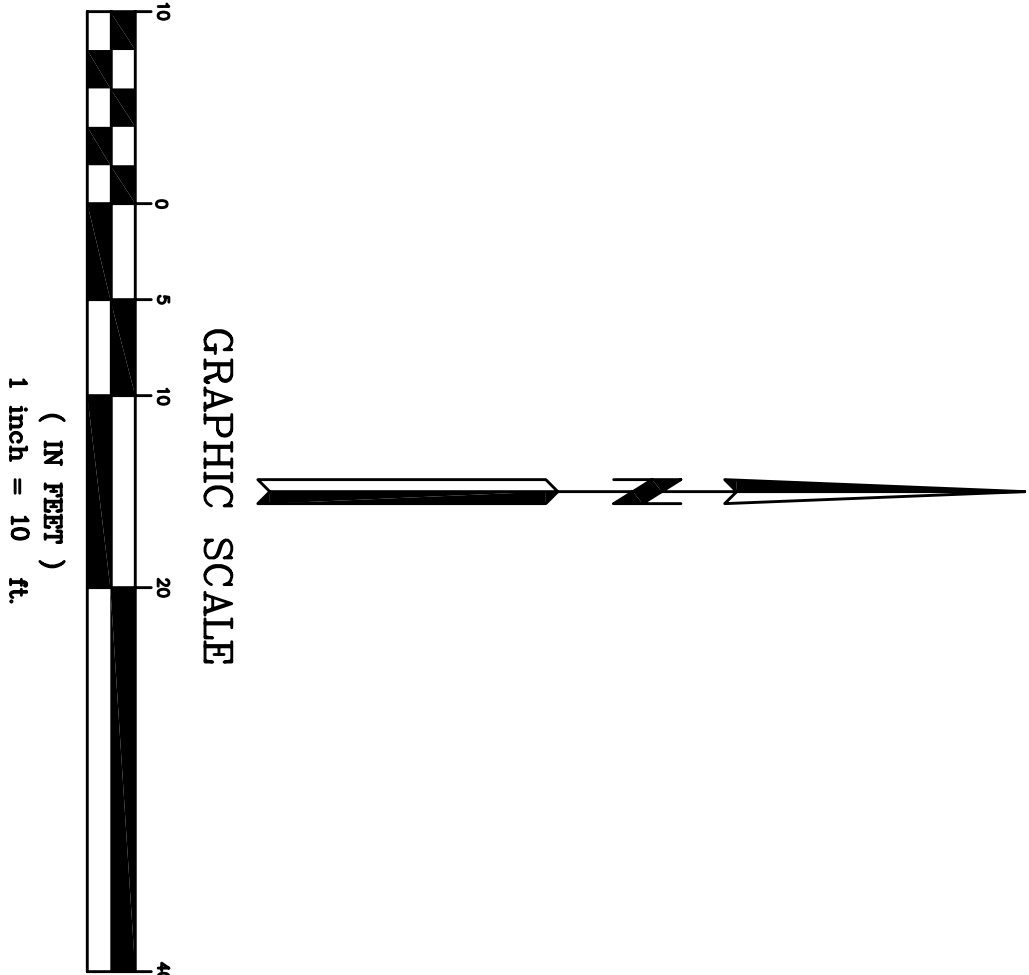


Exhibit  
"B"



**LEGEND**

	LAWN / LANDSCAPE AREA
	CONCRETE
	HOT MIX ASPHALT

<b>VILLAGE OF ROSCOE</b>		<b>EXISTING CONDITIONS</b>	
<b>BRIDGE STREET PARKING/MARKET</b>		<b>PLAN</b>	
<b>3466 BRIDGE STREET, ROSCOE, ILLINOIS</b>		<b>ISSUED BY: JCW</b>	
REVISIONS		APPROVED BY: _____	
		DATE: 6/14/2024	
		PROJECT NO.: 18349	
R.K. JOHNSON & ASSOCIATES, INC.		SHEET NO. 1	
CONSULTING-CIVIL ENGINEERS - LAND SURVEYORS		OF *	
1515 WINDSOR ROAD LOVES PARK, ILLINOIS 61111			
(815) 633-5097 - www.rkjohsonassociates.com			
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