

DEKALB AREA ASSOCIATION OF REALTORS@
COMMERCIAL CONTRACT TO PURCHASE
(PAGE 1 OF 4)

(Listing Office/Listing Agent/Phone)

(Selling Office/Buyers Agent/Phone)

John Bearrows, Re/Max Hub City, (815) 562-7588

1. THE PARTIES:

Buyer(s) The City of Rochelle and Flagg Rochelle Community Park District

Address 420 N. 6th Street, Rochelle, Illinois 61068 (City)

735 N. 2nd Street, Rochelle, Illinois 61068 (Park District)

Seller(s) Mershon, LLC

Address 1000 Westview Drive

City Rochelle

State IL Zip 61068

Buyer and Seller are hereinafter collectively referred to as the "Parties".

2. THE REAL ESTATE: For the purposes of this Contract, Real Estate shall be defined to include the real property and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the following described real estate situated in Ogle County, Illinois known as 555 S. 7th Street, Rochelle, IL Parcel No. 24-25-176-006

SEE LEGAL DESCRIPTION ATTACHED - 74.286 acres m.o.l.

(STRIKE EVERYTHING IN PARAGRAPHS 3 & 4 WHICH DOES NOT APPLY)

3. Purchase price of \$ 800,000.00

shall be paid as \$ 0.00 initial earnest money to be applied to the purchase price and the balance payable as follows:

A. Cash at time of closing; or

B. Buyer to assume existing mortgage/agreement for deed with an approximate unpaid principal balance of \$ with monthly principal and interest payments of \$, the balance in cash at time of closing, or

C. Buyer and Seller to sign Agreement for Deed with a principal balance of \$ and interest at the rate of % for a term of years amortized over years, with monthly principal and interest payments of \$ (or more) plus an amount each month equal to one-twelfth (1/12) of taxes and insurance, balance in cash at time of closing, which agreement shall not be assignable without Seller's consent.

4. FINANCING CONTINGENCY:

A. This Contract is contingent upon Buyer obtaining an unconditional written mortgage commitment including satisfactory appraisal (except for matters of title, survey and necessary inspections) on or before For (check one) a Conventional, FHA, VA, Balloon, Commercial mortgage loan of with an initial (check one) Fixed rate, Adjustable rate of interest not to exceed percent, amortized over years, and with Buyer's Closing points not to exceed percent, if applicable. Seller shall pay up to \$ toward Buyer's loan expenses Buyer shall make written loan application and shall supply evidence of loan application and prequalification within five (5) calendar days after date of acceptance of this Contract Failure to do so shall constitute default of the Contract. If this contingency cannot be carried out, this Offer shall become void and all money paid or obligations given by Buyer(s) shall be returned to Buyer(s).

B. Enter into a Contract for the sale of property(ies) in which Buyer now has an interest, located at for not less than \$ or such lesser amount as is accepted by, 20, and complete the sale of such property on or before closing. Seller reserves the right to accept another bona fide offer subject to the rights of Buyer under this Contract. This Contract shall be void unless Buyer eliminates this contingency B in writing within hours after receiving written notice of Seller's receipt of an accepted subsequent bona fide offer. In the event the funding of Buyer's loan referenced in Paragraph 5A hereof is conditioned upon the completion of the sale of property in which Buyer now has an interest, and such sale does not occur resulting in lender's failure to fund the loan, Buyer's earnest money shall be forfeited to Seller as Seller's exclusive remedy, notwithstanding the provisions of Paragraphs 6 and 20. However, in such event, Buyer shall nonetheless be entitled to a return of earnest money if this Contract as of date of closing is contingent upon the completion of the sale of Buyer's existing property pursuant to Paragraph 5B. Buyer agrees to make a good faith effort to satisfy the contingencies set forth in Paragraphs 4A and 4B, if applicable.

C. Review the following documents to be furnished by Seller by, 20:

- i) Copy of leases including option to renew/rental agreements/options to purchase;
ii) List of tenants, monthly rental and security deposits;
iii) List of personal property located on the premises to be transferred to Buyer;
iv) Evidence that the premises are presently zoned and present use is (conforming) (non-conforming);
v) Inspection of the premises by, 20 by (Building Department) (Fire Department);
vi) Copies of all existing service contract agreements.

Property Address: 555 S. 7th Street, Rochelle, Illinois 61068

Initials

This Contract shall be void unless Seller provides such information and Buyer gives written notice by \_\_\_\_\_  
\_\_\_\_\_ 20\_\_ that the information furnished is acceptable to Buyer.

~~D. Receive from Seller by \_\_\_\_\_, 20\_\_\_\_, a written environmental assessment report at (Seller's)  
(Buyer's) expense submitted by profession environmental engineers or consultants and this Contract shall be void unless Buyer  
approves such assessment report in writing by \_\_\_\_\_, 20\_\_\_\_.~~

**SEE NOTICE REGARDING ENVIRONMENTAL LIABILITY IMMEDIATELY ABOVE SIGNATURE LINES.**

5. Except as otherwise provided herein, if any contingency cannot be carried out, this Contract shall become void and earnest money shall be returned to Buyer.

6. This transaction shall be closed by \_\_\_\_\_ May 1, \_\_\_\_\_ 2013, and Seller shall deliver possession at time of closing.

7. Seller shall deliver possession at time of closing, subject to rights of tenants, if any. In the event Buyer agrees to Seller occupying the premises after closing, Seller shall pay a sum equal to .03% of the sale price per day as an occupancy charge

8. All prorations including rents, general taxes, utilities, water, fuel oil, sanitary fees, any applicable association fees, and any annual association assessments, shall be made as of possession with annual association assessments based on the latest available information. All tax prorations shall be based on 100% of the previous year's actual tax bill. All tax prorations shall be final as of closing. Prorations will be made on a 365 days basis. Existing leases and security deposits, if any, shall be assigned to the Buyer at closing. All special assessments confirmed by a court prior to closing shall be paid by Seller at time of closing.

~~9. The earnest money shall be held in escrow by \_\_\_\_\_ for the mutual benefit of the parties and shall be disbursed according to the terms of this Contract. In the event either party submits a written request to Escrowee for disbursement of the escrowed funds other than for purposes of closing, Escrowee shall provide a 30-day written notice to the other party of the proposed distribution, at the party's address shown on this Contract or such other address last provided to Escrowee. In the event such other party fails to object in writing to the proposed distribution within 30 days of mailing of the notice, Escrowee shall disburse the escrowed funds accordingly; otherwise the funds shall continue to be held in escrow pending joint direction of the parties or an order of court of competent jurisdiction.~~

10. **FIXTURES AND PERSONAL PROPERTY:** Seller agrees to transfer to Buyer by a Bill of Sale, all heating, electrical and plumbing systems together with the following (check applicable items)

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> TV Antenna  | <input type="checkbox"/> Washer                            | <input type="checkbox"/> Central Air Conditioner | <input type="checkbox"/> Electronic Garage Door(s) |
| <input type="checkbox"/> Refrigerator  | <input type="checkbox"/> Dryer                             | <input type="checkbox"/> Window Air Conditioner  | <input type="checkbox"/> with _____ transmitter(s) |
| <input type="checkbox"/> Oven/Range/Stove                                      | <input type="checkbox"/> Sump Pump                         | <input type="checkbox"/> Electronic Air Filter   | <input type="checkbox"/> Fireplace screen(s)       |
| <input type="checkbox"/> Microwave   | <input type="checkbox"/> Water softener (owned)            | <input type="checkbox"/> Central Humidifier      | <input type="checkbox"/> Fireplace gas log(s)      |
| <input type="checkbox"/> Dishwasher  | <input type="checkbox"/> All carpeting excluding area rugs | <input type="checkbox"/> Ceiling fan(s)          | <input type="checkbox"/> Central Vac & Accessories |
| <input type="checkbox"/> Garbage disposal                                      | <input type="checkbox"/> Built-in or attached shelving     | <input type="checkbox"/> Outdoor shed            | <input type="checkbox"/> Existing storms & screens |
| <input type="checkbox"/> Trash compactor                                       | <input type="checkbox"/> Smoke detectors                   | <input type="checkbox"/> All-planted vegetation  | <input type="checkbox"/> Security System           |
| <input type="checkbox"/> All window treatments, attached shutters and hardware | <input type="checkbox"/> Carbon Monoxide Detector(s)       | <input type="checkbox"/> Intercom                |  |

Other items included: All improvements and fixtures, whether or not lined out above, but excluding inventory, equipment, furniture and trade fixtures.

11. Seller warrants there are no rented fixtures or equipment unless stated herein: None.

~~12. Seller warrants that all mechanical equipment, heating and air conditioning equipment, water heater, water softener, well, septic, plumbing, fire sprinkler, lawn sprinkling and electrical systems are in NORMAL OPERATING CONDITION AS OF DATE OF POSSESSION. Buyer shall give written notice of the existence of any breach of warranty existing at time of possession within 21 days after possession, provided Buyer shall have nine (9) months to give written notice of any breach of warranty existing as of date of possession in seasonal equipment (air conditioning/heating/lawn sprinkling) or the septic system. Failure to give notice as specified waives the warranty contained herein.~~

~~13. If the real estate is served by a well or septic system, Seller shall provide, at Seller's expense, an evaluation of the well water and septic system by the Ogle County Department of Health or an Illinois licensed Environmental Health Practitioner showing that the well water is bacteriologically safe and the nitrate level is within standards approved by the State of Illinois and that the septic system is in normal operating condition and without observable defects. If Seller is unable to provide a satisfactory evaluation and is unwilling to pay the cost of remedying any defect, then this Contract shall be voidable at the option of Buyer and all earnest money shall then be refunded to Buyer.~~

14. Buyer shall have the right to inspect the premises within 48 hours prior to closing to determine that premises are in same condition as date of acceptance of Contract, ordinary wear and tear excepted.

15. Seller warrants that Seller has not conducted, authorized or permitted the generation, transportation, storage, treatment or disposal at or from the premises of any hazardous substance as defined by the Federal Emergency Planning and Community right to Know Act of 1986. This warranty is specifically intended to survive the closing of this transaction.

~~16. This Contract may be subject to the provisions of the Illinois Responsible Property Transfer Act, an Act regulating the transfer of real property on which hazardous chemicals are or have been stored, manufactured, or used as defined and required to be reported under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986 or containing underground storage tanks requiring notification under Section 9002 of the Solid Waste Disposal Act. The parties hereto agree to comply with the notice and recording requirements of such Act. In the event Seller has not previously provided Buyer a written Disclosure Statement pursuant to such Act, Seller agrees to provide Buyer at closing with an affidavit stating that to Seller's knowledge, the premises are not subject to the Disclosure Statement requirements of the Act~~

17. (Seller) (Buyer) shall at their expense furnish a certified boundary survey prepared by a licensed Illinois land surveyor disclosing the location of surface improvements including, but not limited to, buildings, parking lots and fences, which survey shall demonstrate the absence of any encroachments;

Property Address: 555 S. 7th Street, Rochelle, Illinois 61068

Initials \_\_\_\_\_

18. Seller shall furnish a current title insurance commitment in the amount of the purchase price, to Buyer prior to closing, and a final policy thereafter, at Seller's expense, showing merchantable title subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; f) drainage ditches, feeders and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property.

19. If Seller cannot deliver merchantable title to Buyer at closing subject only to the permitted exceptions this Contract, at Buyer's option, shall be void and earnest money shall be returned to Buyer or Buyer may elect to close and deduct from the purchase price a definite and ascertainable amount required to satisfy and release any non-permitted exceptions, and in such case Seller shall convey the premises to Buyer.

20. If prior to delivery of deed or agreement for deed the improvements on the premises shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of declaring this Contract null and void and receiving a refund of the earnest money paid, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer.

21. Should Buyer fail to perform this Contract promptly at the time in the manner herein specified, the earnest money shall, at the option of Seller be forfeited by Buyer as liquidated damages, and this Contract shall become null and void, and Seller shall then have the right to possession of the premises. Disbursement of the earnest money after forfeiture shall be governed by applicable Illinois License Law or such other written direction as the Buyer and Seller may have given the holder of the earnest money. Time is of essence of this Contract, and of all the terms and conditions hereof. In the event Seller does not elect to accept forfeiture of earnest money, Seller shall be entitled to exercise all other legal remedies available to Seller under Illinois law other than recovery of money damages.

22. At closing Seller shall convey merchantable title to the property subject to permitted exceptions, to Buyer or whomever Buyer may direct by stamped recordable warranty deed or such other appropriate deed or agreement for deed as required. At the same time, the remainder of the purchase price or any further part of it then due shall be paid and all documents relative to the transaction shall be signed and delivered.

23. Seller shall surrender possession of the premises in broom-clean condition and free of debris.

24. Any real estate commission to be paid by Seller shall be paid at closing in accordance with the conditions of the Listing Agreement unless otherwise agreed, but if the sale is not completed and the earnest money forfeited, such earnest money shall be first applied to the payment of expenses incurred for Seller by Seller's broker and the balance, if any, shall be divided equally between Seller and broker.

25. The parties agree to comply with the following federal or state acts when applicable:

A. Federal Real Estate Settlement Procedures Act. (RESPA).

B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.

26. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machine shall be treated as an original document.

27. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors and assigns.

28. RIGHT TO CONSULT WITH ATTORNEY: Within eight (8) calendar days of the-Date of Contract (including the Date of Contract) each Party has the right to consult with an attorney and through said attorney, by written notice to the other Party or their attorney, to propose revisions to this Contract (other than the purchase price, closing and possession dates) and to agree upon any such revisions. A copy of any such revisions shall be provided to all parties and all brokers. If parties have not agreed in writing to such revisions within eight (8) calendar days of the Date of Contract (including the Date of Contract), then this Contract shall terminate and the earnest money shall be refunded to Buyer. FAILURE TO PROPOSE ANY WRITTEN REVISIONS WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THESE PROVISIONS AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**OPTIONAL STANDARD CLAUSES**

(Identify applicable clauses and initial. complete, and make applicable deletions thereto )

Seller's Initials    Buyer's Initials  
\_\_\_\_/\_\_\_\_    \_\_\_\_/\_\_\_\_

A. **Cancellation of Prior Contract.** This Contract is subject to the cancellation of Seller's prior Contract on or before \_\_\_\_\_, 20 \_\_\_\_\_. \_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_.

B. **Seller Inspection Costs.** This Contract is subject to (pest) (radon) (well-mechanical) (septic-mechanical) (roof) (heating) (air-conditioning) (mechanical systems) (structural) (swimming pool) ( \_\_\_\_\_ ) inspection and Buyer's approval at Seller's expense on or before \_\_\_\_\_, 20 \_\_\_\_\_. Buyer shall serve written notice upon Seller of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the report(s) on or before \_\_\_\_\_. IF WRITTEN NOTICE IS NOT SERVED WITHIN THE TIME SPECIFIED,

THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five(5) business days after receipt of such notice and report(s), an agreement cannot be reached by the Parties, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

\_\_\_\_/\_\_\_\_    \_\_\_\_/\_\_\_\_

C. **Buyer Inspection Costs.** This Contract is subject to (pest) (radon) (well-mechanical) (septic-mechanical) (roof) (heating) (air-conditioning) (mechanical systems) (structural) (swimming pool) ( \_\_\_\_\_ ) inspection and Buyer's approval, at Buyer's expense on or before \_\_\_\_\_, 20 \_\_\_\_\_. Buyer shall serve written notice upon Seller of any defects disclosed by the inspection(s) which are unacceptable to Buyer, together with a copy of the report(s) on or before \_\_\_\_\_. IF WRITTEN NOTICE IS NOT SERVED WITHIN

Property Address: 555 S. 7th Street, Rochelle, Illinois 61068

Initials

THE TIME SPECIFIED, THIS PROVISION SHALL BE DEEMED WAIVED BY THE PARTIES AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. If within five(5) business days after receipt of such notice and report(s), an agreement cannot be reached by the Parties, then either Party may terminate this Contract by written notice to the other Party and THIS CONTRACT SHALL BE NULL AND VOID AND EARNEST MONEY REFUNDED TO BUYER UPON WRITTEN DIRECTION OF THE PARTIES TO ESCROWEE.

\_\_\_/\_\_\_/\_\_\_ D. **Repair or Replacement.** This Contract is subject to Seller's (repair) (replacement) of \_\_\_\_\_ to (normal operating condition) (in a workmanlike manner) at Seller's expense prior to closing.

\_\_\_/\_\_\_/\_\_\_ E. **As Is.** Buyer accepts the premises in " AS IS" condition as of date of Contract and waives the provisions of Paragraph 12 hereof. (DELETE PARAGRAPH 12 AND INITIAL DELETION -DOES NOT AFFECT DISCLOSURE REQUIREMENTS).

\_\_\_/\_\_\_/\_\_\_ F. **Tax-Deferred Exchange.** The parties agree to cooperate in the completion of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue Code provided, however, that no party shall be required to accept conveyance of and re-convey other premises unless specifically agreed to in writing by them. A party's rights under this Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker" exchange.

\_\_\_/\_\_\_/\_\_\_ G. **Flood Certification.** This Contract is subject to Buyer obtaining on or before \_\_\_\_\_, 20\_\_ a guaranteed determination that the premises are not located in a FEMA designated special flood hazard area or this Contract shall be void.

\_\_\_/\_\_\_/\_\_\_ H. **Attached Addendums:** ~~The DeKalb Area Association of REALTORS® has another form available for a particular transaction. Parties acknowledge (1) they have been advised of the availability of said form. (2) they understand that the REALTORS® involved in this transaction are not licensed attorneys, cannot advise as to which, if any, forms or addendum to include, and do not furnish legal advise or counsel, (3) Buyer and Seller have the right to consult with an attorney, as provided in Paragraph 28, and (4) Parties have determined to make the following addendum a part of this contract: See attached addendum A \_\_\_\_\_.~~

**\*\*\*NOTICE REGARDING ENVIRONMENTAL LIABILITY\*\*\***

**BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE OWNERSHIP OF PARCELS OF COMMERCIAL OR INDUSTRIAL REAL ESTATE THAT MAY BE AFFECTED BY ENVIRONMENTAL DEFECTS OR OTHERWISE SUBJECT TO FEDERAL AND/OR STATE ENVIRONMENTAL REGULATIONS. SELLERS AND BUYERS ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO EXECUTING A CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH LIABILITY RISKS AND REGARDING ADDITIONAL CONTRACT LANGUAGE ADDRESSING THE ASSESSMENT OF ENVIRONMENTAL LIABILITY RISKS.**

**NOTICE TO PARTIES**

**BY SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER, REAL ESTATE BROKER OR AGENT.**

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_ and to be accepted on or before \_\_\_\_\_, 20\_\_

(Accepted) This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (Rejected) This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Countered) This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. To be accepted on or before \_\_\_\_\_, \_\_\_\_\_.  
(Countered) This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. To be accepted on or before \_\_\_\_\_, \_\_\_\_\_.  
(Countered) This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. To be accepted on or before \_\_\_\_\_, \_\_\_\_\_.

(Countered) This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. To be accepted on or before \_\_\_\_\_, \_\_\_\_\_.

(Countered) This \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. To be accepted on or before \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SELLER BUYER  
\_\_\_\_\_  
SELLER BUYER

**CONFIRMATION OF CONSENT TO DUAL AGENCY**

The undersigned confirm that they have previously consented to \_\_\_\_\_ ("Licensee"), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

SELLER INITIALS: \_\_\_\_\_ BUYER INITIALS: \_\_\_\_\_  
SELLER INITIALS: \_\_\_\_\_ BUYER INITIALS: \_\_\_\_\_

The undersigned acknowledges receipt of the earnest money (Cash/Check/Note)  
ESCROWEE

**RESIDENTIAL REAL ESTATE AND LEAD-BASED PAINT DISCLOSURES**

If applicable, prior to signing this contract, Buyer (check one) \_\_\_ has \_\_\_ has not received a completed Illinois Residential Real Property Disclosure Report; (check one) \_\_\_ has \_\_\_ has not received the EPA Pamphlet, "Protect Your Family From Lead in Your Home"; (check one) \_\_\_ has \_\_\_ has not received a Lead-Based Paint Disclosure.

\_\_\_\_\_  
Initials Property Address: 555 S. 7th Street, Rochelle, Illinois 61068

## LEGAL DESCRIPTION

### **PARCEL 1**

Part of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, Ogle County, Illinois, bounded and described as follows, to-wit: Beginning at the Northwest corner of Lot 1 in Block 1 of Earl Cleveland Subdivision, according to the Plat thereof recorded as Document No. 310159 in Book H of Plats at page 25 in the Office of the Ogle County Recorder; thence North 88 degrees 50 minutes 22 seconds East (assumed datum) along the North line of said Subdivision, a distance of 789.83 feet; thence North 54 degrees 40 minutes 57 seconds East along the Northerly line of said Subdivision and the Northerly line of Earl Cleveland Subdivision No. 2, a distance of 1698.80 feet to the Northeasterly corner of Lot 6 in Block 1 of said Subdivision; thence North 39 degrees 48 minutes 32 seconds West along the Southwesterly line of South Main Street, a distance of 417.37 feet; thence continuing North 38 degrees 12 minutes 09 seconds West along said Southwesterly line, a distance of 110.00 feet to a point 56 feet Northwesterly of the Southeast corner of Lot 6 in Block 2 of Southworth's Addition to the City of Rochelle; thence South 50 degrees 52 minutes 39 seconds West, parallel to the Northwesterly line of said Lot 6, a distance of 140.02 feet; thence North 38 degrees 12 minutes 09 seconds West, parallel to the Southwesterly line of said South Main Street, a distance of 74.69 feet; thence South 50 degrees 52 minutes 39 seconds West, parallel to the Northwesterly line of said Lot 6, a distance of 81.74 feet; thence North 38 degrees 12 minutes 09 seconds West, parallel to the Southwesterly line of said South Main Street, a distance of 61.19 feet to a point on the Northwesterly line of said Lot 6; thence North 50 degrees 52 minutes 39 seconds East along said Northwesterly line, a distance of 52.37 feet to a point 169 feet Southwesterly of the Southwesterly line of South Main Street; thence North 38 degrees 12 minutes 09 seconds West, parallel to said Southwesterly line, a distance of 197.86 feet to a point on the Northwesterly line of Lot 3 in Block 2 of said Southworth's Addition; thence South 50 degrees 52 minutes 37 seconds West along said Northwesterly line, a distance of 75.00 feet; thence North 38 degrees 12 minutes 09 seconds West, parallel to the Southwesterly line of said South Main Street, a distance of 131.84 feet to a point on the Southeasterly line of Avenue D; thence South 50 degrees 51 minutes 33 seconds West along said Southeasterly line, a distance of 49.64 feet to the Northwesterly corner of Lot 1 in Block 2 of said Southworth's Addition; thence North 38 degrees 12 minutes 09 seconds West, parallel to the Southwesterly line of said South Main Street, a distance of 66.00 feet to a point on the Northwesterly line of said Avenue D; thence North 50 degrees 51 minutes 33 seconds East, along said Northwesterly line, a distance of 94.02 feet to a point 68 feet Southwesterly of the Southeasterly corner of Lot 3 in Block 1 of said Southworth's Addition; thence North 38 degrees 06 minutes 58 seconds West, parallel to the Southwesterly line of said South Main Street, a distance of 335.29 feet; thence South 50 degrees 18 minutes 41 seconds West, parallel to the Northwesterly line of said Block 1, a distance of 51.10 feet; thence North 38 degrees 41 minutes 37 seconds West, a distance of 73.00 feet to a point 252 feet Southwesterly of the Southwesterly line of said South Main Street; thence North 50 degrees 18 minutes 41 seconds East, a distance of 16.91 feet; thence North 38 degrees 06 minutes 58 seconds West, parallel to said Southwesterly line of South Main Street, a distance of 45.96 feet; thence North 35 degrees 37 minutes 42 seconds West, parallel to said South Main Street, a distance of 193.54 feet to a point on the centerline of Kyte Creek; thence South 51 degrees 14 minutes 54 seconds West, along said centerline, a distance of 76.85 feet; thence North 37 degrees

42 minutes 12 seconds West, a distance of 168.00 feet; thence South 53 degrees 51 minutes 48 seconds West, a distance of 55.00 feet to a point on the East line of the vacated alley along the East side of Block 1 in Atwater's Addition to the City of Rochelle; thence North 01 degrees 32 minutes 06 seconds West, along said East line, a distance of 94.40 feet to a point on the Easterly extension of the North line of Lot 7 in said Block 1; thence South 88 degrees 27 minutes 54 seconds West along said North line and its extension, a distance of 140.39 feet to the Northwest corner of said Lot 7; thence South 01 degrees 32 minutes 06 seconds East, along the West line of said Block 1, a distance of 282.24 feet to a point on the centerline of said Kyte Creek; thence South 78 degrees 41 minutes 46 seconds West along said centerline, a distance of 111.35 feet; thence South 84 degrees 57 minutes 15 seconds West along said centerline, a distance of 260.12 feet; thence North 71 degrees 56 minutes 04 seconds West along said centerline, a distance of 141.07 feet; thence North 86 degrees 12 minutes 01 seconds West along said centerline, a distance of 132.04 feet to a point on the Easterly right of way line for F.A. Route 740 (Illinois Route 251); thence South 01 degrees 40 minutes 31 seconds East along said right of way line, a distance of 75.00 feet; thence South 02 degrees 37 minutes 00 seconds West along said right of way line, a distance of 270.76 feet; thence South 01 degrees 40 minutes 31 seconds East along said right of way line, a distance of 1713.02 feet to the point of beginning; situated in the County of Ogle and State of Illinois; (74.320 acres m.o.l.)

**Excepting Therefrom:**

Part of the Northwest Quarter (1/4) of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, City of Rochelle, Ogle County, Illinois, bounded and described as follows, to-wit:

Beginning at the intersection of the North line of Lot Seven (7) in Block One (1) of Atwater's Addition to the City of Rochelle, extended Easterly to the East line of the vacated alley lying East of and adjacent to said Block One (1); thence South 01 degrees 32 minutes 07 seconds East, along said East line, a distance of 14.13 feet; thence North 33 degrees 59 minutes 35 seconds West, a distance of 16.74 feet to a point on the North line of said Lot Seven (7), extended Easterly; thence North 88 degrees 27 minutes 48 seconds East, along said extended line, a distance of 8.99 feet to the point of beginning; situated in the Township of Flagg, the County of Ogle and State of Illinois; (0.001 acres m.o.l.)

**Also Excepting Therefrom:**

Part of the Northwest Quarter (1/4) of Section Twenty-Five (25), Township Forty (40) North, Range One (1) East of the Third Principal Meridian, Ogle County, Illinois, bounded and described as follows, to wit:

Beginning at the intersection of the North line of Lot Seven (7) in Block 1 of Atwater's Addition to the City of Rochelle extended Easterly to the East line of the vacated alley lying East of and adjacent to said Block 1; thence South 01 Degrees 32 Minutes 07 Seconds East along said East line, a distance of 14.13 feet; thence South 01 degrees 32 minutes 07 seconds East, along said East line, a distance of 80.27 feet; thence North 53 degrees 51 minutes 48 seconds East, a distance of 43.11 feet to the Point of Beginning; thence continuing 53 degrees 51 minutes 48

seconds East, a distance of 11.89 feet; thence South 37 degrees 42 minutes 12 seconds east, a distance of 168.00 feet to a point on the centerline of Kyte Creek; thence South 59 degrees 28 minutes 48 seconds West, along said centerline, a distance of 22.79 feet; thence North 33 degrees 59 minutes 35 seconds West, a distance of 165.82 feet, to the Point of Beginning; situated in the Township of Flagg, County of Ogle, and State of Illinois. (0.066 acres m.o.l.)

## **PARCEL 2**

Part of the Northwest Quarter (1/4) of Section Twenty-Five (25), Township Forty (40) North, Range One (1) East of the Third Principal Meridian, City of Rochelle, Ogle County, Illinois, bounded and described as follows, to wit:

Commencing at the intersection of the North line of Lot Seven (7) in Block 1 of Atwater's Addition to the City of Rochelle extended Easterly to the East line of the vacated alley lying East of and adjacent to said Block 1; thence South 01 degrees 32 minutes 07 seconds East along said East line, a distance of 14.13 feet to the Point of Beginning; thence continuing South 01 degrees 32 minutes 07 seconds East, along said East line, a distance of 80.27 feet; thence North 53 degrees 51 minutes 48 seconds East, a distance of 43.11 feet; thence North 33 degrees 59 minutes 35 seconds West, a distance of 66.12 feet to the Point of Beginning; situated in the Township of Flagg, County of Ogle, and State of Illinois. (0.033 acres m.o.l.)

**ADDENDUM A**

**RIDER TO CONTRACT FOR PURCHASE AND SALE  
555 S. 7<sup>TH</sup> STREET, ROCHELLE, ILLINOIS  
MERSHONS/CITY OF ROCHELLE & FLAGG ROCHELLE COMMUNITY PARK DISTRICT**

This Contract is contingent upon the following:

1. Approval by the City Council of the City of Rochelle and the Board of Park Commissioners of the Flagg Rochelle Community Park District by resolution duly adopted on or before April 1, 2013.
2. The property being appraised, at Buyers' sole cost, at an amount equal to, or in excess of, the purchase price.
3. Results of a building inspection to be conducted by the Buyers at their expense, which are satisfactory to the Buyers in their sole discretion.
4. Results of an environmental study to be conducted by, or on behalf of, the Buyers at their expense, which are satisfactory to the Buyers in their sole discretion.
5. Seller's ability to obtain financing sufficient to close this transaction and deliver merchantable title to the property, in accordance with this Contract, and clear title to the trade fixtures, equipment, inventory and other personal property to be sold by Sellers to Greater Rochelle Economic Development Corporation in conjunction with the sale of the property, which contingency shall be satisfied (and a copy of an unconditional loan commitment provided to Buyers) or waived in writing on or before April 4, 2013, failing which this contract shall be voidable at the election of either party.

In the event contingency 1 is not satisfied by the date indicated, this contract shall automatically be void. The appraisal, building inspection and environmental study referred to in contingencies 2, 3 and 4 shall be completed within thirty (30) days from the date of this contract, or such additional time as may be consented to by Sellers, which consent shall not be unreasonably withheld. Upon receipt of the appraisal, building inspection report, and environmental study, Buyers shall within five (5) business days advise Sellers as to whether the results are satisfactory to Buyers or not, and as to whether the contingency has been satisfied. If any contingency is not satisfied, this Contract shall automatically be void. Should Buyers fail to advise Sellers, within the time periods set forth herein, that any contingency has not been satisfied, then such contingency shall be deemed to be waived.

Seller: Mershon, LLC, an Illinois limited liability company

Buyers: City of Rochelle and Flagg Rochelle Community Park District

By: \_\_\_\_\_  
RONALD E. MERSHON, its member

By: \_\_\_\_\_  
DAVID S. PLYMAN, City Manager

By: \_\_\_\_\_  
JOAN H. MERSHON, its member

By: \_\_\_\_\_  
ROGER BUNGER, Park District President

By: \_\_\_\_\_  
RANDY E. MERSHON, its member