

ORDINANCE NO. 2022-22

ORDINANCE APPROVING AND ACCEPTING OFFER TO PURCHASE LOT 4 IN THE PECATONICA COMMERCIAL SUBDIVISION LOCATED AT "3123 N. PECATONICA ROAD, PECATONICA", (PART OF P.I.N. 09-33-151-012), BY DPI REALTY, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

WHEREAS, the Village of Pecatonica ("Village") is a municipality legally formed pursuant to statute, and has a population of less than 1,000,000 inhabitants; and

WHEREAS, the Village owns certain real estate commonly known as "3123 N. Pecatonica Road", which has been subdivided and is now known as "Pecatonica Commercial Subdivision" ("Village Real Estate"), which real estate is located within the Village, and a "business district" as lawfully established under the Business District Law (65 ILCS 5/11-74.3-1 et seq.) and known as "Pecatonica Business District"; and

WHEREAS, the Village has received a written offer to purchase Lot 4 part of the Village Real Estate from DPI Realty LLC, an Illinois limited liability company; and

WHEREAS, pursuant to 65 ILCS 5/11-74.3-3, the Village has the authority to convey real property located within the Pecatonica Business District upon "making public disclosure of the terms of all bids and proposals submitted to the municipality"; and

WHEREAS, the corporate authorities have determined that it is in the best interests of the Village residents and neighboring public to approve a offer to purchase part of the Village Real Estate pursuant to the terms of said offer, and authorize the Village President to sign and acceptance said offer to purchase upon publication of its terms to the public as provided herein.

BE IT ORDAINED, by the President and Board of Trustees of the Village of Pecatonica, Illinois:

Section 1: The recitals herein are incorporated by reference.

Section 2: The Village President is hereby authorized and directed to execute the Purchase Sales Agreement proposed by DPI Realty, LLC. upon providing public notice of its terms as required herein, and other all documents necessary to affect the sale and conveyance of Lot 4 of the Pecatonica Commercial Subdivision which comprises a part of "3123 N. Pecatonica Road, Pecatonica, Illinois" to DPI Realty, LLC, pursuant to the price and terms of the Purchase and Sale Agreement, a true and accurate copy of which is attached

hereto as Exhibit "A" and incorporated herein by reference, and any and all amendments thereto not altering price.

Section 3: That public disclosure of the terms of the offer to purchase shall be posted on the door or exterior front window of Village Hall for 48 continuous hours and published once in a newspaper of general circulation in the Village, said public disclosure to be consistent with Exhibit "B" attached hereto and incorporated herein by reference.

Section 4: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Motion by: _____

Second by: _____

AYES: (____); **NAYS:** (____); **ABSTAIN/ABSENT:** (____)

ADOPTED by the Village of Pecatonica Board of Trustees this ____ day of August, 2022.

APPROVED by the Village President of the Village of Pecatonica this ____ day of August, 2022.

By: _____
WILLIAM SMULL, Village President
Village of Pecatonica, Illinois

ATTEST:

GWENN SHIRLEY, Village Clerk
Village of Pecatonica, Illinois

EXHIBIT "A"

1 JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
2 AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"
3 CONTRACT FOR PURCHASE AND SALE

4 For Use with Existing Commercial and Industrial Buildings
5 (Not to Include the Sale of a Business)

6 (Complete All Blanks and Delete Inapplicable Language)

7 LISTING OFFICE: _____ Phone: _____

8 Listing Broker: _____ Broker Number: _____

9 Email: _____ Phone: _____ Fax: _____

10 Seller's Attorney: Douglas R. Henry Phone: 815-962-6611

11 Email: dhenry@bstbv.com Fax: 815-962-0687

12 SELLING OFFICE: _____ Phone: _____

13 Selling Broker: _____ Broker Number: _____

14 Email: _____ Phone: _____ Fax: _____

15 Buyer's Attorney: _____ Phone: _____

16 Email: _____ Fax: _____

17 Designated agents of the Listing Broker are agents of the Seller. Designated agents of the
18 Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

19 **CONFIRMATION OF CONSENT TO DUAL AGENCY**

20 The undersigned confirm that they have previously consented to _____
21 Licensee, acting as a Dual Agent in providing brokerage services on their behalf and specifically
22 consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this
23 document. Seller's Initials: _____ / _____ Buyer's Initials: _____ / _____

24 1. Seller To: (SELLER) Village of Pecatonica

25 Email: villageclerk@villageofpecatonica.com Phone: 815-239-2310

26 of 405 Main Street, Pecatonica, IL 61063 (Address & Zip Code)

27 2. Buyer The Undersigned (BUYER) DPT REALTY, LLC - an Illinois LLC

28 Email: dmelancon@sjostromconstruction.com Phone: 815-378-4229

29 of 16961 Comly Road, Pecatonica, IL 61063 (Address & Zip Code)

30 3. Premises. Offers to purchase the following described real estate situated in (Winnebago)
31 () County, Illinois, commonly known as: Lot 4 a part of 3123 N. Pecatonica Road,

32 Pecatonica, IL 61063 Property I.D.#: 0933151012

33 and legally described as: See Attached Exhibit A

34 _____ being a commercial/industrial premises.

35 4. Purchase Price. And to pay you \$65,000.00

36 with \$3,000.00 _____ as earnest money (a minimum of 5% of the purchase

37 price is recommended) to be tendered by Buyer no later than one business day following the

38 date of the accepted Contract (which earnest money shall be increased to a total of

39 \$ _____ within one business day following the expiration of the Attorney

40 Approval period as set forth in Paragraph 6 herein) to be applied to the purchase price; (if

41 Contract is not subject to SB financing contingency, Buyer will furnish written verification of

42 funds to close from a financial institution within N/A _____ business days of acceptance of this

43 Contract).

44 5. Contingencies. ~~Buyer's obligations pursuant to this Contract are contingent upon the~~
45 ~~following:~~ SEE ATTACHED EXHIBIT "B"

46 ~~A. Inspection Buyer's inspection, which may include, but shall not be limited to, radon,~~
47 ~~mold, pest, mechanical, or structural inspections, at Buyer's expense. Seller shall arrange for~~
48 ~~all utilities to be on at the time of inspection. The inspection shall cover only major~~

49 components of the real estate, including but not limited to, heating and cooling systems,
50 plumbing and well system, electrical system, roof, walls, windows, ceilings, floors,
51 appliances and foundation. If Buyer notifies Seller on or before _____ that the
52 results of the inspection are unacceptable to Buyer, this Contract shall be void. If Buyer does
53 not notify Seller by said date that the results of the inspection are unacceptable to Buyer, this
54 provision shall be deemed waived and this Contract shall remain in effect.

55 **B. Financing.** Obtain by _____, a written mortgage loan commitment
56 containing the following terms: loan amount not less than ____% of the purchase price due in
57 not less than ____ years amortized over ____ years with (Fixed) (Adjustable) interest at not
58 more than ____% per year and lender required flood insurance premiums not to exceed
59 \$_____ per year, or containing other terms acceptable to Buyer. Buyer shall provide to
60 Seller by the above date a copy of the Lender's loan commitment or upon Seller's request
61 will provide a denial letter if available from Buyer's lender. The issuance of a commitment
62 containing the above-specified terms or Buyer's written acceptance of a commitment
63 containing other terms shall satisfy this contingency. Seller agrees to pay Buyer's closing
64 costs not exceeding \$_____ (to include all costs paid to third parties in connection with
65 the closing, prepaid mortgage interest, insurance and tax reserve deposits).

66 **C. Appraisal.** Obtain by _____, an appraisal prepared by an Illinois
67 licensed appraiser indicating the value of the premises to be equal to or greater than the
68 purchase price.

69 **D. Sale of Property.** (Enter into a contract for the sale of property for not less than
70 \$_____ or a lesser amount as is accepted by _____ and) complete the sale of
71 property in which Buyer now has an interest located at _____
72 _____ on or before _____. Seller reserves the right to
73 accept another bona fide offer subject to the rights of Buyer under this Contract. In the event
74 Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency
75 to Buyer. Within 72 hours of receipt of such notice, Buyer shall deliver written notice to
76 Seller of removal of this contingency and all other Buyer contingencies AND (a) provide a
77 written commitment for a non-contingent bridge loan, OR (b) provide evidence of available
78 funds sufficient to allow Buyer to complete the transaction, or this Contract shall be void.

79 **E. Document Review.** Review the following documents to be delivered by Seller by the
80 date below (insert date if applicable):
81 _____ Copy of written leases/rental agreements, terms of any oral leases, or options to
82 renew/options to purchase;
83 _____ List of tenants, monthly rental and security deposits;
84 _____ Estoppel certificates from lessee(s) of the premises confirming the terms of the
85 lease(s) and the status thereof;
86 _____ Written confirmation from zoning authority that the premises are presently
87 zoned _____ and present use is (conforming) (legally non-conforming);
88 **Unless** Buyer gives written notice within five business days of the date listed above that the
89 information furnished is not acceptable to Buyer, this Contract shall remain in effect.

90 **F. Environmental Assessment** Obtain by _____ a written Phase I
91 environmental site assessment report conducted pursuant to current U.S. EPA, Illinois EPA
92 and ASTM standards, at (Seller's)(Buyer's) expense and unless such assessment report is
93 disapproved by Buyer in writing by _____, this Contract shall remain in effect.

94 ~~See Notice Regarding Environmental Liability Immediately Above Signature Lines.~~

95 **6. Attorney's Approval** This Contract is subject to Buyer's and Seller's attorney's written
96 disapproval of this Contract on or before the inspection period listed in Paragraph 5A, or

97 within seven (7) business days of the final acceptance of this Contract, whichever is later. In
98 the absence of notice within the time specified, this provision shall be deemed waived and
99 this Contract shall remain in effect.

100 7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good
101 faith be carried out, this Contract shall become void and the earnest money shall be returned
102 to Buyer pursuant to the provisions of Paragraphs 10 and 17 hereof.

103 8. Closing. This transaction shall be closed on _____ or on such date as mutually
104 agreed by the parties in writing, and Seller shall deliver possession of the premises in broom-
105 clean condition and free of debris, both interior and exterior, at time of closing. The
106 premises shall be vacant at closing, unless it is (check if applicable):

- 107 Subject to tenant's lease terms submitted by Seller pursuant to Paragraph 5E; or
108 Subject to Occupancy Rider.

109 A final inspection of the real estate, fixtures, and personal property may be made by Buyer
110 within 48 hours prior to closing to determine whether the premises is in the same condition as
111 of the time Buyer entered into the Contract.

112 9. Prorations and Credits. Rents, utilities, pre-paid service contracts, property taxes, association
113 dues, and other similar items shall be prorated and credited along with security deposits and
114 prepaid items through date of closing. Tax prorations shall be based upon the actual tax bill if
115 known for a specific tax year; otherwise shall use the most recent assessment and exemption
116 information available and 105% of the most recent tax rate and shall be final as of closing.
117 Seller shall pay at closing all special assessments, special service area taxes, or fees or other
118 similar items charged against the premises approved, enacted or confirmed prior to date of
119 final acceptance of contract by a public body, private association or a Court.

120 10. Earnest Money. The earnest money shall be held by Barrick Switzer Law Firm, referred to
121 as "Escrowee," for the mutual benefit of the parties in a non-interest bearing account. If an
122 earnest money dispute arises, Escrowee shall be authorized to release the earnest money
123 ONLY upon written direction executed by all parties or order of Court; **provided, however,**
124 **in the event the premises is being sold through a RAAR listing and a dispute solely**
125 **involving earnest money arises, the parties agree to submit the dispute to binding**
126 **arbitration if available through RAAR under arbitration rules and procedures**
127 **approved by RAAR and WCBA.**

128 ~~11. Personal Property. Seller warrants that Seller owns and agrees to transfer to Buyer the~~
129 ~~following: all heating, plumbing, electrical systems and fixtures; water heater; existing~~
130 ~~storms and screens; attached and built-in cabinets and shelves; attached carpet; attached~~
131 ~~mirrors; all planted vegetation; and the following: (Check or enumerate applicable items)~~

132 ~~(furnaces), (air conditioners) (security system) (water heaters)~~
133 ~~(water softeners) (water filtration systems)~~

134 ~~Other items included: _____~~

135 ~~_____~~

136 ~~Other items excluded: _____~~

137 ~~_____~~

138 ~~Seller warrants there are no rented fixtures or equipment except: _____~~

139 ~~_____~~

140 12. Seller Warranty. Seller agrees to deliver possession of the premises and personal property in
141 the same condition as it is at the date of this Contract, ordinary wear and tear excepted.

142 Buyer acknowledges that Buyer has inspected the premises and personal property and is
143 acquainted with its condition, and accepts the same in "AS IS" condition as of the time Buyer

144 ~~executed this Contract, except Seller warrants the heating (and air conditioning) equipment~~

145 ~~and systems, water heater, (water softener), plumbing and electrical equipment and systems,~~
146 kitchen appliances, and where applicable (septic system), (well), and (sprinkling system), to
147 be in normal operating condition as of possession transfer. A system ~~shall be deemed~~ to be
148 in normal operating condition if it performs the function for which it is intended regardless of
149 age and does not constitute a threat to health or ~~safety~~. Unless written notice of breach of
150 warranty is delivered by Buyer to Seller prior to possession transfer, this warranty will be
151 conclusively deemed to ~~have been satisfied~~; provided, however, that Buyer shall have six (6)
152 months after possession transfer to provide written notice to Seller of any defect existing as
153 of possession transfer in the heating (and air conditioning) equipment and systems, (septic
154 system), or (sprinkling system) if said equipment could not be tested by Buyer at the time of
155 any inspection conducted in conjunction with this Contract.

156 If deleted pursuant to Paragraph 23B As Is: Seller's Initials Buyer's Initials

157 ~~13. Water System Evaluations. Seller shall provide to Buyer by at Seller's expense.~~

158 A. An evaluation of the well and septic systems, where applicable, dated within 90 days of
159 closing including sampling of the well verifying that the water is bacteriologically safe, that
160 the nitrate level is within requirements approved by the State of Illinois, that the well and
161 septic systems meet with all applicable health department requirements and are in normal
162 operating condition without observable defects. The well and septic evaluations shall be
163 conducted by the local county health department or an Illinois licensed environmental health
164 practitioner in accordance with local health department requirements. If Seller does not
165 provide Buyer with satisfactory well and septic evaluations by the above date, then this
166 Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

167 B. A sanitary sewer connection Certificate of Compliance where required by local
168 ordinance. If Seller does not provide the Certificate of Compliance by the above date, then
169 this Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

170 C. Where applicable, a Cross Connection Certificate of Compliance relating to lawn and
171 building sprinkling systems dated within one year of the date of closing. If Seller does not
172 provide the Certificate of Compliance by the above date, then this Contract shall be voidable
173 at the option of Buyer as Buyer's exclusive remedy.

174 14. Hazardous Substances. Seller warrants that (1) Seller has not conducted, authorized or
175 permitted the generation, transportation, storage, treatment or disposal at or from the
176 premises of any hazardous substance as defined by the Federal Emergency Planning
177 and Community Right to Know Act of 1986, and (2) Seller is not aware of and has not
178 caused or allowed the release of any petroleum products on or from the premises prior
179 to closing. This warranty is specifically intended to survive the closing of this
180 transaction.

181 ~~15. Title Insurance. Seller shall furnish current title insurance commitment in the amount of the~~
182 purchase price to Buyer prior to closing, and final policy thereafter, at Seller's expense, from
183 a title company with a closing office located in the county where the premises is located,
184 showing merchantable title subject only to the following permitted exceptions: a) all accrued
185 taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and
186 occupancy restrictions, conditions and covenants of record, c) zoning laws and ordinances; d)
187 easements for the use of public utilities; e) roads and highways; f) existing leases and
188 tenancies approved by Buyer under Paragraph 5E, if any. None of these exceptions shall be
189 considered permitted exceptions if they are violated by the existing improvements or present
190 use of the premises or if they materially restrict the reasonable use of the premises. If Seller
191 cannot deliver merchantable title to Buyer at closing subject only to permitted exceptions,
192 this Contract shall be voidable at Buyer's option and the earnest money shall be returned to

193 ~~Buyer.~~
194 16. Destruction of the Premises If prior to delivery of deed or agreement for deed the
195 improvements on the premises shall be destroyed or materially damaged by fire or other
196 casualty, Buyer shall have the option of declaring this Contract void and receiving a refund
197 of earnest money paid, or of accepting the premises as damaged or destroyed, together with
198 the proceeds of any insurance payable as a result of the destruction or damage, which
199 proceeds Seller agrees to assign to Buyer.
200 17. Liquidated Damages SHOULD BUYER FAIL TO PERFORM THIS CONTRACT
201 PROMPTLY IN THE TIME AND MANNER SPECIFIED, THE EARNEST MONEY
202 SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES SUBJECT TO THE
203 PROVISIONS OF PARAGRAPH 10, AS SELLER'S EXCLUSIVE REMEDY, AND THIS
204 CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF
205 THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO
206 REASONABLE ATTORNEYS FEES AND COSTS.
207 18. Time of the Essence. Time is of the essence of the terms and conditions of this Contract.
208 19. Closing Documents and Funds. At closing Seller shall convey merchantable title to the
209 premises, subject to permitted exceptions, to Buyer or whomever Buyer may direct by
210 stamped recordable warranty deed or such other appropriate deed or agreement for deed as
211 required. At closing Seller shall convey merchantable title to the personal property to Buyer
212 or whomever Buyer may direct by Bill of Sale. The title company closing fee shall be paid
213 by a Buyer with a mortgage and shall be divided equally between the parties if Buyer has no
214 mortgage. The remainder of the purchase price or any further part of it then due shall be paid
215 and all documents required by the transaction shall be signed and delivered.
216 20. Governmental Compliance. The parties agree to comply with the following federal or state
217 acts when applicable:
218 A. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing;
219 B. Federal Real Estate Settlement Procedures Act (RESPA); and
220 C. Illinois Good Funds Act.
221 21. Notices. All required notices shall be in writing and shall be served directly upon any one of
222 the parties to whom the notice is directed, or the party's real estate brokers or attorneys, by
223 (a) personal delivery, (b) regular or express mail, (c) FAX machine, or (d) e-mail if an e-mail
224 address has been furnished by the recipient or is shown on this Contract. Notices shall be
225 deemed satisfactorily delivered at the time of personal delivery, mailing, FAX, or e-mail
226 transmission regardless of the time of actual receipt by the other party, or their attorney, or
227 real estate broker, except that actual receipt by Buyer, Buyer's broker, or attorney of the
228 notice to eliminate contingency shall be required pursuant to Paragraph 5D of this Contract.
229 For purposes of execution of this Contract and providing subsequent notices, including
230 contingency removals, any electronically signed document or document transmitted by FAX
231 or e-mail shall be treated as an original document. Business days are defined as Monday
232 through Friday excluding federal holidays
233 22. Entire Agreement. Following execution by the last party, this Contract shall be deemed
234 effective only upon delivery to the other party, as provided for notices in the preceding
235 paragraph. This document represents the entire agreement and shall be binding upon the
236 parties, their heirs, successors, and assigns

237 **23. Optional Standard Clauses.** The following Optional Standard Clauses shall apply only if
 238 Seller's Buyer's initials by all parties: (Identify applicable clauses and initial,
 239 Initials Initials complete, and make applicable deletions)
 240 / / / A **Cancellation of Prior Contract.** This Contract is subject to the cancellation
 241 of Seller's prior contract by _____
 242 / / / (B) **As Is.** Buyer accepts the premises in all respects (except well and septic
 243 systems) in "AS IS" condition as of date of Contract and waives the
 244 provisions of Paragraph 12 hereof. (Delete Paragraph 12 and initial
 245 deletion - does not affect Paragraph 13.)
 246 / / / C. **Repair Rider** is incorporated by reference.
 247 / / / D. **Flood Certification.** (For use with cash or Seller financed transactions
 248 only) This Contract is subject to Buyer obtaining within seven (7)
 249 business days of the acceptance of this Contract, a determination that the
 250 premises are not located in a FEMA designated special flood hazard ("A
 251 Zone") area or this Contract shall be void.
 252 / / / E. **Survey Rider** is incorporated by reference.
 253 / / / F. **Occupancy Rider** is incorporated by reference - Also see Paragraph 8.
 254 / / / G. **Condo Rider** is incorporated by reference.
 255 / / / H. **Short Sale Rider** is incorporated by reference.
 256 / / / I. **Agreement for Deed Rider** is incorporated by reference.
 257 / / / J. **Tax-Deferred Exchange.** The parties agree to cooperate in the completion
 258 of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue
 259 Code; provided, however, that no party shall be required to accept conveyance of and re-convey
 260 other premises unless specifically agreed to in writing by them. A party's rights under this
 261 Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker"
 262 exchange.

263 **NOTICE TO PARTIES**

264 BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL
 265 AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN
 266 THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION
 267 OF THE SELLER, BUYER, OR REAL ESTATE BROKER. THE UNDERSIGNED ACKNOWLEDGE
 268 THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL COUNSEL
 269 PRIOR TO THE EXECUTION OF THIS AGREEMENT.

270 *****NOTICE REGARDING ENVIRONMENTAL LIABILITY*****

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

278 Dated: _____ and to be accepted by:
 279 BUYER: DPI Realty BY: Dustin D Melancon
 280 Presented to Seller _____ (date) Seller's Initials: /
 281 Countered: _____ with counteroffer to be accepted by:
 282 SELLER Village of Pecatonica BY: _____
 283 Date of Final Acceptance & Delivery: _____ (Insert after all terms and conditions
 284 have been agreed upon)
 285 Escrowee acknowledges receipt of the earnest money (Cash/Check/Note).
 286 ESCROWEE: _____

CONTRACT EXHIBIT "A"

CONTRACT FOR PURCHASE AND SALE FOR PROPERTY ZONED COMMERCIAL
PART OF 3123 NORTH PECATONICA NROAD – M.P.I.N. 09-33-151-012

LEGAL DESCRIPTION FOR LOT 4 IN PECATONICA COMMERCIAL SUBDIVISION

The following is a legal description of Lot 4 of the Pecatonica Commercial Subdivision:

LOT 4 AS DESIGNATED UPON THE FINAL PLAT OF THE PECATONICA
COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 27 NORTH, RANGE 10 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
COUNTY OF WINNEBAGO, STATE OF ILLINOIS, THE PLAT OF WHICH IS
RECORDED IN BOOK 49 OF PLATS ON PAGE 149A AS DOCUMENT NUMBER
2022007205 IN THE RECORDER'S OFFICE OF WINNEBAGO COUNTY, ILLINOIS.

A copy of said plat of subdivision attached hereto and incorporated by reference herein.

FINAL PLAT
PECATONICA COMMERCIAL SUBDIVISION
 BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE
 NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 10 EAST
 OF THE FOURTH PRINCIPAL MERIDIAN, COUNTY OF WISCONSIN, STATE OF
 ILLINOIS

STATE OF ILLINOIS
 DEPARTMENT OF REVENUE
 DIVISION OF LAND
 CHICAGO, ILLINOIS

AMERICAN SURETY COMPANY
 DIVISION OF LAND
 CHICAGO, ILLINOIS

AMERICAN SURETY COMPANY
 DIVISION OF LAND
 CHICAGO, ILLINOIS

AMERICAN SURETY COMPANY
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 CHICAGO, ILLINOIS

AMERICAN SURETY COMPANY
 DIVISION OF LAND
 CHICAGO, ILLINOIS

NO.	REVISIONS DESCRIPTION	DATE



PECATONICA COMMERCIAL SUBDIVISION
 PECATONICA, ILLINOIS
 FINAL PLAT

Sheet 2 of 2



CONTRACT EXHIBIT "B"

CONTRACT FOR PURCHASE AND SALE FOR PROPERTY ZONED COMMERCIAL
PART OF 3123 N. PECATONICA ROAD – P.I.N. 09-33-151-012

ADDITIONAL CONTRACT PROVISIONS

SELLER: VILLAGE OF PECATONICA

BUYER: DPI REALTY, LLC, an Illinois limited liability company

5. Contingencies. Seller's obligations pursuant to this Contract are contingent upon Seller making the appropriate public disclosures of the terms herein as required by Section 5/11-74.3-3(2) of the Business District Development and Redevelopment Law, and adopting an ordinance approving this Contract.

Buyer's obligations pursuant to this Contract are contingent upon it obtaining the appropriate zoning special use permit for its intended use. Buyer shall make the required applications for the zoning relief required herein upon signing this Contract offer.

15. Title Insurance. Buyer waives his right to have Seller provide a title insurance policy. Seller agrees to take all necessary action to clear any liens arising as of date of closing. Buyer agrees not to commit any acts of take any action prior to closing which results in a lien being recorded against the subject real estate.

24. Location of Closing. Closing shall take place at a time and location mutually agreeable to the parties. If the parties cannot agree on a time and location, then the closing shall take place at noon at Village Hall, 405 Main Street; Pecatonica, Illinois.

25. Restricted Uses. Buyer acknowledges the receipt of a copy of a "Use Restriction Agreement" (URA) between Seller and a property owner contiguous to the subject real estate. Buyer warrants that it will not use the subject real estate in violation of said URA and will indemnify the Seller and hold Seller harmless against all claims arising out of its use in violation of said URA.

26. Parties agree that in addition to Lot 4 as designated on the Final Plat of the Pecatonica Commercial Subdivision recorded in Book 49 of Plats on page 149A, the contract price includes the building currently on Lot 5 of said Final Plat. The Buyer shall move said building to Lot 4 at its own expense and risk and indemnify the Village from all claims of injury and damages in relocating said building to Lot 4. In so doing, the Buyer shall require that its agent or contractor moving said building to Lot 4 shall name the Village of

Pecatonica as an additional insured on the contractor/agent's general liability policy and shall not move the building until proof of said policy of insurance naming the Village as an additional insured is provide to the Village. Buyer shall give Seller 7 days advanced notice of when the building shall be moved to Lot 4.

27. Buyer shall construct a façade typical with or consistent to other commercial uses in the Pecatonica Commercial Subdivision, and shall apply for the proper building permits and rendered drawings of the proposed façade for Village review and approval, which approval shall not be unreasonably withheld by the Village or its building inspector.

28. The Village shall provide a site consistent with the topography as noted in IMEG drawings.

Revised 07/08/2022

EXHIBIT "B"

PUBLIC NOTICE

Public notice is hereby given pursuant to Section 74.3-3 of the Business District Law, that the Village of Pecatonica has received an offer to purchase Lot 4 in the Pecatonica Commercial Subdivision approximately 1.5 acres of real estate located within the Pecatonica Business District, which real estate is part of 3123 North Pecatonica Road, P.I.N. 09-33-151-012, and which offer is pending the adoption of an ordinance approving said offer to purchase (Ordinance 2021-26) and this notice. The real property at issue is located along Pecatonica Road in the Southwest corner of said parcel. The pertinent terms of the purchase offer are as follows:

Proposal made by DPI Realty L.L.C.

Price: \$65,000.00

Closing to occur no later than 30 days the adoption of an ordinance approving the acceptance of the offer.

This is a sale by owner and there are no commission fees.

For further details, the public is invited to review the Purchase Sales Agreement at Village Hall, 405 Main Street, Pecatonica, Illinois 61063 during regular hours.