

[FOR RECORDER'S USE]

REDEVELOPMENT AGREEMENT
Rochelle Community Hospital Association

Date: _____

Parties: CITY OF ROCHELLE, an Illinois municipal corporation

and

ROCHELLE COMMUNITY HOSPITAL ASSOCIATION, an Illinois not-for-profit corporation

Property: Approximately 4.58 acres located between N. 2nd Street and N. 3rd Street, and between W. 8th Avenue and W. 10th Avenue, in Rochelle, Illinois

Legal Description: see attached **Exhibit A**

Property Tax ID Number(s): 24-24-251-001; 24-24-252-001; 24-24-252-002; 24-24-252-003; 24-24-252-004; 24-24-252-005; 24-24-252-007; 24-24-252-008; 24-24-252-009; 24-24-252-010

ALAN H. COOPER
Cooper & Lyons
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068
(815) 562-2677
Attorney for City of Rochelle

**CITY OF ROCHELLE
DEVELOPMENT AGREEMENT
Rochelle Community Hospital Association**

TABLE OF CONTENTS

Page

**ARTICLE I
GENERAL TERMS**

Section 1.	Recitals and Terms	5
Section 2.	Term of Agreement	5
Section 3.	Rochelle Municipal Code	5
Section 4.	Reimbursements to City	5

**ARTICLE II
GENERAL DEVELOPMENT TERMS**

Section 5.	Construction of Development Improvements	6
Section 6.	Excavation, Grading, and Preparation of Property for Development	6
Section 7.	Construction Traffic Routes and Parking	7
Section 8.	Dedication and Acceptance of Improvements	7
Section 9.	Conveyances	8

**ARTICLE III
DEVELOPMENT IMPROVEMENTS**

Section 10.	General Description of Improvements	9
Section 11.	Final Plat and Engineering Plans	9
Section 12.	Security for Improvements	9
Section 13.	Description of Road Improvements	10
Section 14.	Description of Sewer Improvements	10
Section 15.	Description of Electric and Communication Improvements	11
Section 16.	Description of Stormwater Facility Improvements	11
Section 17.	Description of Street Light Improvements	12

**ARTICLE IV
EASEMENTS, DEDICATIONS AND RIGHTS-OF-WAY**

Section 18.	Description of Easements, Dedication and Rights-of-Way	12
Section 19.	Temporary Construction Easements	12
Section 20.	Vacation	12

**ARTICLE V
CONTINGENCIES**

Section 21. Contingencies to Developer’s Obligations13
Section 22. Contingencies to City’s Obligations13

**ARTICLE VI
REPRESENTATIONS AND WARRANTIES**

Section 23. Representations and Warranties of Developer13
Section 24. Representations and Warranties of City14

**ARTICLE VII
DEFAULT AND REMEDIES**

Section 25. Events of Default15
Section 26. Notice and Opportunity to Cure15
Section 27. Remedies Available; No Election15
Section 28. Self-Help16
Section 29. No Waiver16
Section 30. Force Majeure17

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 31. Amendment17
Section 32. Severability17
Section 33. Time of Essence17
Section 34. Addresses for Notices17

EXHIBITS

Exhibit A Legal Description of Developer's Property
Exhibit B Plat of Re-subdivision
Exhibit C Estimated Costs
Exhibit D Estimated Completion Schedule
Exhibit E Depiction of Street Lights

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement ("Agreement") entered into as of _____, 2015, between the **CITY OF ROCHELLE**, an Illinois municipal corporation ("City"), and **ROCHELLE COMMUNITY HOSPITAL ASSOCIATION**, an Illinois not-for-profit corporation ("Developer"):

WITNESSETH

THAT WHEREAS, Developer is the owner of a certain tract of land consisting generally of approximately 4.58 acres, more or less, located between N. 2nd Street and N. 3rd Street, and between W. 8th Avenue and W. 10th Avenue, within the City, the legal description of which is as shown on **Exhibit A** ("Developer's Property") and which is depicted on the plat of re-subdivision attached hereto as **Exhibit B** ("Plat of Re-subdivision"); and

WHEREAS, Developer intends to redevelop Developer's Property in order to construct and operate medical offices connected to the already existing hospital (the "Redevelopment"); and

WHEREAS, as a part of the Redevelopment, the City and the Developer have agreed to construct, or to cause to be constructed, certain public improvements on or adjacent to Developer's Property, as described in this Agreement; and

WHEREAS, the City Council finds that it is in the best interests of the City to vacate a certain alleyway described in this Agreement, and that the promises to construct the improvements herein contained, in part meet the fair market value of said vacated right-of-way; and

WHEREAS, the parties have entered into certain other agreements concerning the Developer's Property, and wish to memorialize said agreements in writing;

NOW THEREFORE, in consideration of the mutual agreements, representations, covenants and warranties contained herein, the parties agree as follows:

ARTICLE I – GENERAL TERMS

1. Recitals and Terms. The recitals set forth above are a material part of this Agreement and are hereby incorporated in this Agreement by reference. This Agreement shall consist of the foregoing recitals, the provisions of all of the articles and sections set forth herein, and all exhibits referred to herein and attached hereto. This Agreement includes all of the agreements between the parties with respect to the subject matter

hereof, and is intended to integrate, supersede and discharge all prior oral or written or contemporaneous oral agreements between the parties.

2. Term of Agreement. The term of this Agreement shall be twenty (20) years, commencing on the date set forth above ("Effective Date"), and expiring at the end of the day before the 21st anniversary date thereof, unless extended by written agreement of the parties.

3. Rochelle Municipal Code. Except as expressly modified by this Agreement, the provisions of the Rochelle Municipal Code in effect from time to time shall govern the development of the Developer's Property and the relationship of the parties. References to specific sections of the Rochelle Municipal Code in this Agreement are not intended to imply that Developer shall not be subject to all provisions of the Rochelle Municipal Code, including sections not specifically mentioned in this Agreement.

4. Reimbursement to City. Developer shall reimburse the City for all reasonable professional fees, costs or other expenses related to the Developer's Property incurred by the City in connection with the negotiation and approval of this Agreement and related matters, including without limitation reasonable legal fees, reasonable charges for staff time, planning and engineering consultant fees and grant procurement and administration fees and costs. In accordance with Section 86-57 of the Rochelle Municipal Code, Developer has deposited the sum of \$2,500.00 with the City to be held by City as security for Developer's reimbursement obligation under this section. Developer shall be responsible for all additional fees over \$2,500.00, and shall pay each invoice received from the City for said fees no later than 14 days after receipt of the invoice. City will bill Developer monthly for reimbursement costs, and City's invoices for same shall be payable upon receipt.

ARTICLE II – GENERAL DEVELOPMENT TERMS

5. Construction of Development Improvements. Developer agrees to commence and complete construction of the Development improvements which are described in this Agreement, and in any approved final plats and engineering plans, within a reasonable time following the execution of this Agreement. City agrees to provide the systems, facilities and services described herein at the time they are needed.

6. Excavation, Grading, and Preparation of the Property for Development. Prior to the construction of any improvements (public or private) on the Developer's Property, Developer shall secure any required permits and approvals from any applicable federal or state agencies relating to archeological significance, endangered species, floodplain/floodway or wetlands.

Developer shall have the right, prior to obtaining approval of final engineering drawings or prior to approval of any final plat by the City, to undertake excavation, preliminary grading work, filling, and soil stockpiling on the Developer's Property in preparation for the Development based solely on submittal of a grading plan and soil erosion and sedimentation control plan and drainage plan to the City, which plans shall be promptly approved by the City, provided said plans are in accordance with all applicable provisions of the Rochelle Municipal Code. Such work shall be undertaken without injury to the property of surrounding property owners. A letter of credit, bond or other security in an amount not to exceed 110% of the approved estimated cost of completing such excavation, preliminary grading work, filling, soil stockpiling, erosion control items, seeding, mulching, and other associated drainage systems, structures or pipes necessary to assure proper site restoration shall be required and submitted by Developer as a condition precedent to City's issuance of a permit for Developer's completion of such work.

7. Construction Traffic Routes and Parking. City may designate routes of access to the Developer's Property for Developer's construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct direct and efficient access to the Developer's Property for its construction traffic. Developer shall keep all routes used for Developer's construction traffic free and clear of mud, dirt, debris, obstructions and hazards and shall repair all damage caused by construction traffic, reasonable wear and tear excepted. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the Developer's Property or in areas designated by the City.

8. Dedication of Rights of Way and Acceptance of Improvements. Developer shall, pursuant to the Plat of Re-subdivision, dedicate to the City rights of way for the public improvements described herein, and shall grant utility easements across the Developer's Property to or for the benefit of the City or the applicable utility providers to allow the City and/or the applicable utility providers to lay utility lines and deliver utility service to Developer's Property. All improvements constructed or lines laid within such public rights of way or utility easements shall be dedicated to and be the property of the City or the utility service provider when constructed or laid and, to the extent the City constructs or lays, or causes to be constructed or laid, such public improvements or lines pursuant to this Agreement, such public improvements or lines shall be owned by the City when constructed or laid, and the City shall be deemed to have accepted same at such time in accordance with the requirements of the Rochelle Municipal Code, including without limitation Sections 86-54 through 86-57.

Prior to acceptance of the public improvements by the City, Developer shall execute, or cause to be executed, all documents that the City shall request to transfer ownership of the public improvements to the City, free and clear of all liens, claims,

encumbrances and restrictions unless otherwise approved by the City. All such documents shall be in form and substance acceptable to the City. To the extent not theretofore granted pursuant to the Plat of Re-subdivision or otherwise, Developer shall promptly upon City's request, grant, or cause to be granted, to the City all easements or other property rights which the City may require to install, operate, maintain, service, repair, and replace the public improvements that have previously been granted to the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City.

City shall not be obligated to accept any street until all construction traffic on the street has ceased and the street has been completed and, if necessary, restored and repaired. City shall not be obligated to keep any street cleared, plowed or otherwise maintained until the street has been accepted by the City in accordance with this Agreement; provided, however, that the City shall plow any street after the binder has been applied and found acceptable by the City Engineer.

9. Conveyances. Any conveyance of real estate to the City pursuant to this Agreement shall be by warranty deed, plat of subdivision or re-subdivision, plat of dedication or appropriate dedication on a recorded plat of subdivision or re-subdivision conveying good and merchantable fee simple title to the City. Any deed of conveyance shall be subject only to covenants, restrictions and easements of record (provided the same do not render the real estate unsuitable for the purposes for which it is being conveyed), the terms of this Agreement, general taxes for the year in which the conveyance is made, and such other exceptions as may be agreed to by the City in writing.

ARTICLE III – DEVELOPMENT IMPROVEMENTS

10. General Description of Improvements. The public improvements to be constructed for the Development include sanitary sewer, electric and communications facilities, roadway improvements, and street light improvements, as more particularly described in this Article (collectively "Improvements"). Unless otherwise stated in this Agreement, the construction of the Improvements shall be the responsibility of Developer, and shall be paid for by Developer. Developer shall be responsible for payment of all costs of constructing the Improvements (including hard and soft costs, and specifically including engineering and legal costs) which are not otherwise described herein. Additionally, the parties acknowledge and agree that barring an event described in Paragraph 31 below, the Improvements described in Paragraphs 14 and 15 shall be completed on or before September 30, 2015, based on the estimate shown on **Exhibit D**, attached hereto.

11. Final Plat and Engineering Plans. Pursuant to the applicable provisions of the Rochelle Municipal Code, Developer shall prepare a final plat and engineering plans

for Developer's Property, consistent with the undertakings set forth in this Agreement, and shall obtain City's approval of same before commencing construction of the Improvements. Developer shall not be required to have completed engineering plans prior to the City's approval of the Plat of Re-subdivision.

12. Security for Improvements. Before approval of the final plat, Developer shall deposit with the City adequate security for Developer's obligations under this Agreement, in the form set forth in Section 86-52 of the Rochelle Municipal Code. In the event any such security shall have an expiration date, Developer shall renew and extend said security no later than thirty (30) days prior to said expiration date, failing which the City may declare a default and draw upon said security according to its terms. The form of the security shall be subject to the City's reasonable approval. The Developer may choose to have a letter of credit issued consistent with this paragraph 12. If Developer chooses to have a letter of credit issued, City shall invoice Developer as construction costs are incurred, and Developer shall pay to the City, no later than 14 days after the invoice is sent, the invoiced amount. Developer's failure to pay any invoiced amount within 14 days shall constitute a breach of this Agreement, and Developer's letter of credit shall be specifically allowed to be drawn upon for said invoiced amount. The amount of this security is shown on **Exhibit C**.

13. Description of Road Improvements. Developer shall construct curb and gutter across all currently existing drive-way cuts that will no longer be in use after construction of the remaining Improvements. Developer shall remove all existing driveway approaches. Developer shall replace any damaged sidewalk or sidewalk approaches in a manner consistent with the Rochelle Municipal Code.

14. Description of Sewer Improvements. Developer shall be allowed to begin construction of the medical offices facility over the currently existing sanitary sewer line; provided, however, that Developer is solely responsible for any damage caused to the existing sanitary sewer by its construction activity. City shall provide fully functional sanitary sewer facilities to serve the Developer's Property at the time the service is needed. City shall not be required to reserve sewer capacity in advance of the time it is needed. The sewer improvements to be constructed on the Developer's Property include the construction of a twelve (12") inch sanitary sewer from the current sewer terminus along the western line of the Developer's Property, north within the N. 3rd Street right-of-way, to the sewer located within the W. 10th Avenue right-of-way. The sewer improvements shall be constructed within the sanitary sewer easement depicted on the Plat of Re-subdivision. Sanitary sewer may be placed in parkways.

Developer shall pay the cost of constructing the sewer improvements, and the City shall construct the sewer improvements. Any upsizing of the sewer improvements required by the City for long-range planning shall be paid by the City in accordance with the Rochelle Municipal Code. The parties agree that the estimated cost is \$228,000.00, as

set forth on Exhibit C attached hereto. Developer agrees to pay its portion of the costs of sanitary sewer construction above and beyond said estimated cost, except for that amount directly attributable to the incremental additional cost of upsizing the materials required by the City.

Once the new sanitary sewer is constructed, connected, and accepted by the City, the current sanitary sewer running through the middle of the property will be capped and abandoned.

15. Description of Electric and Communications Improvements. City shall, at Developer's cost, construct electric and fiberoptic service and related improvements to serve the Developer's Property at the time the service is needed. The electric improvements shall be constructed within the electric facilities easement as shown on the Plat of Re-Subdivision. The parties agree that the estimated cost of the electric improvements is \$14,922.18, as set forth on Exhibit C attached hereto.

16. Description of Stormwater Facility Improvements. The stormwater facilities to be constructed on the Developer's Property for the Redevelopment will be constructed in accordance with the Rochelle Municipal Code. As part of Developer's construction contract with a third-party contractor, Developer will pay all costs of the stormwater facilities and will obtain all necessary governmental approvals as part of its plan(s) for the Improvements.

17. Description of Street Light Improvements. Developer shall pay for, and the City shall install, up to eight (8) street lights not located upon Developer's Property, which lights shall be within the public right-of-way and adjacent to the southern half of the lot shown on the Plat of Re-Subdivision. The parties agree that the estimated cost of the street lights is \$23,600.00. The location of the street lights to be installed is shown on **Exhibit E**, attached hereto.

The parties agree that it is the intent of the City to install sixteen (16) new street lights in the neighborhood of Developer's Property. To the extent that the City determines to place fewer than sixteen (16) new streetlights in the neighborhood of Developer's Property, the City agrees to refund to Developer the per-unit price the Developer paid for the number of reduced streetlights; provided, however, that Developer shall pay for no fewer than three (3) streetlights.

ARTICLE IV – EASEMENTS, DEDICATIONS AND RIGHTS-OF-WAY

18. Description of Easements, Dedications and Rights-of-Way. Developer shall convey to City all easements, dedications and rights-of-way necessary to carry out the provisions of this Agreement, including but not limited to, those depicted on the Plat of Re-subdivision, attached hereto on **Exhibit B** and incorporated herein.

Upon completion of construction of the sanitary sewer and electric improvements, the City will abandon the existing sanitary sewer and electric easements across the Developer's Property and described in Document No. _____ recorded in the Office of the Ogle County Recorder, as such easements cross _____ of Developer's Property as shown on the Plat of Re-subdivision.

19. Temporary Construction Easements. All permanent easements, dedications and rights-of-way shall be accompanied by additional temporary construction easements sufficient to accommodate construction of the Improvements to be located on the easements, dedications and rights-of-way.

20. Vacation. City shall permanently vacate the alleyway running parallel to N. 2nd Street and N. 3rd Street from W. 8th Avenue to the current hospital facility. Said vacation is to be completed by appropriate language on the Plat of Re-subdivision and by an appropriate ordinance.

21. Address. The City hereby agrees that the address of the entire hospital complex, once construction of the Improvements is complete, shall be 900 N. Second Street, Rochelle, Illinois 61068, and that the address for the Improvements and that of the current Rochelle Community Hospital facility shall be one and the same.

ARTICLE V – CONTINGENCIES

22. Contingencies to Developer's Obligations. Developer's obligations under this Agreement shall be subject to the following conditions precedent:

(a) receipt of an unconditional commitment for financing sufficient to cover Developer's estimated costs to complete its obligations under this Agreement.

All such contingencies shall be satisfied or waived on or before June 30, 2015, failing which the Developer may declare this Agreement void.

Notwithstanding the provisions of this section 22, Developer's obligation to pay for the cost of any design or engineering contract for the Improvements entered into by the City after the date of this Agreement, shall survive the termination of this Agreement by reason of any contingency set forth herein

23. Contingencies to City's Obligations. City's obligations under this Agreement shall be subject to satisfaction of the following conditions precedent:

(a) any conditions precedent contained in this Agreement, or in the Rochelle Municipal Code, as modified by this Agreement; and

(b) approval of all governmental agencies whose approval is required for any of the undertakings described in this Agreement.

All such contingencies shall be satisfied or waived on or before June 30, 2015, failing which the City may declare this Agreement void.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

24. Representations and Warranties of Developer . Developer represents and warrants to the City:

(a) that Developer includes all of the legal title holders of record of the Developer's Property;

(b) that Developer has full power and authority to execute this Agreement and to bind the Developer's Property as herein provided;

(c) that the Developer has, or shall have upon satisfaction of the contingencies set forth in section 22 of this Agreement, the financial ability to perform its obligations under this Agreement;

(d) that the legal description of the Developer's Property set forth herein and in the attached exhibits is accurate and complete;

(e) that the officers of Developer executing this Agreement have been lawfully authorized to execute this Agreement on behalf of Developer and that Developer is lawfully organized and in good standing under all applicable laws;

(f) that there is no litigation pending by or against Developer that would substantially impair its ability to perform its obligations contemplated by this Agreement.

25. Representations and Warranties of City. City represents and warrants to Developer:

(a) that the City Manager and Clerk of the City have been lawfully authorized by the City Council of the City to execute this Agreement on behalf of the City;

(b) that the City has given or caused to be given and published or caused to be published all notices required by law to be given or published in connection with this Agreement or any other action of the corporate authorities required to be taken as a precondition to execution of this Agreement, and that any public hearings required in connection with this Agreement have been held;

(c) that there is no litigation pending by or against the City that would substantially impair its ability to perform its obligations contemplated by this Agreement.

ARTICLE VII - DEFAULT AND REMEDIES

26. Events of Default. The following shall be considered events of default under this Agreement:

(a) any material breach of this Agreement which remains uncured after notice and the expiration of any applicable period for cure provided hereunder;

(b) abandonment of the Development;

(c) the filing of a petition for bankruptcy by or against Developer under any section of the United States Bankruptcy Code.

27. Notice and Opportunity to Cure. In the event of a material breach of this Agreement (other than non-payment of sums owed), the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's resort to any remedy provided for herein; provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same.

28. Remedies Available; No Election. Upon the occurrence of a material breach of this Agreement which remains uncured after notice and the expiration of any period for cure provided hereunder, any of the parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. In the event of litigation arising under, or relating to, this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and expenses of litigation, in addition to court costs and any other relief obtained.

In the event of any other event of default, the non-defaulting party shall have all remedies provided under applicable law.

No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provision of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or in equity.

29. Self-Help. If any party shall fail to perform any of its obligations hereunder (other than non-payment of sums owed), and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorney's fees and litigation expenses) incurred by it in connection with action taken to cure such default.

30. No Waiver. The failure of any party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them shall not constitute or be construed as a waiver or relinquishment of said party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

31. Force Majeure. If the performance of any obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

32. Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by City approving said amendment as provided by law, and by the execution of a written amendment by the Parties or their successors in interest.

33. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant or portion of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable.

34. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

35. Addresses for Notices. Notices referred to in this Agreement shall be sent to the following addresses, unless otherwise designated in writing:

If to City: Rochelle City Clerk
420 North 6th St.
Rochelle, IL 61068

With a copy to: Rochelle City Manager
420 North 6th St.
Rochelle, IL 61068

With a copy to: City Attorney
City of Rochelle
420 N. 6th St.
Rochelle, IL 61068

If to Developer: Rochelle Community Hospital Association
900 N. 2nd Street
Rochelle, Illinois 61068
Att'n: Mark Batty

With a copy to: Amanda Martinez
HolmstromKennedyPC
800 N. Church St.
P.O. Box 589
Rockford, Illinois 61105

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the parties at the addresses shown or at such other addresses as the parties may, by notice, designate. Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF ROCHELLE, an Illinois municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

ROCHELLE COMMUNITY HOSPITAL ASSOCIATION, an Illinois
not-for-profit corporation

By: _____

Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

I, the undersigned notary public, do hereby certify that David S. Plyman and Bruce McKinney, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

Given under my hand and official seal, this _____ day of _____, 20__.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned notary public, do hereby certify that _____ the _____ of Rochelle Community Hospital Association, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument in said capacity, pursuant to authority of the governing body and governing instruments of said limited liability companies.

Given under my hand and official seal, this _____ day of _____, 20__.

(SEAL)

NOTARY PUBLIC

ALAN H. COOPER
Cooper & Lyons
233 East Route 38, Suite 202
P. O. Box 194
Rochelle, IL 61068
(815) 562-2677

R:\MyFiles\city hospital\developmentagreement rev 3-20-15.docx

EXHIBIT A
Legal Description of Developer's Property

Part of Block One of Palmer's Second Addition to the City of Rochelle and part of Block One of McConaughy's Second Addition to the City of Rochelle all in Section 24, Township 40 North, Range 40 North of the Third Principal Meridian, City of Rochelle, County of Ogle, State of Illinois, described as follows:

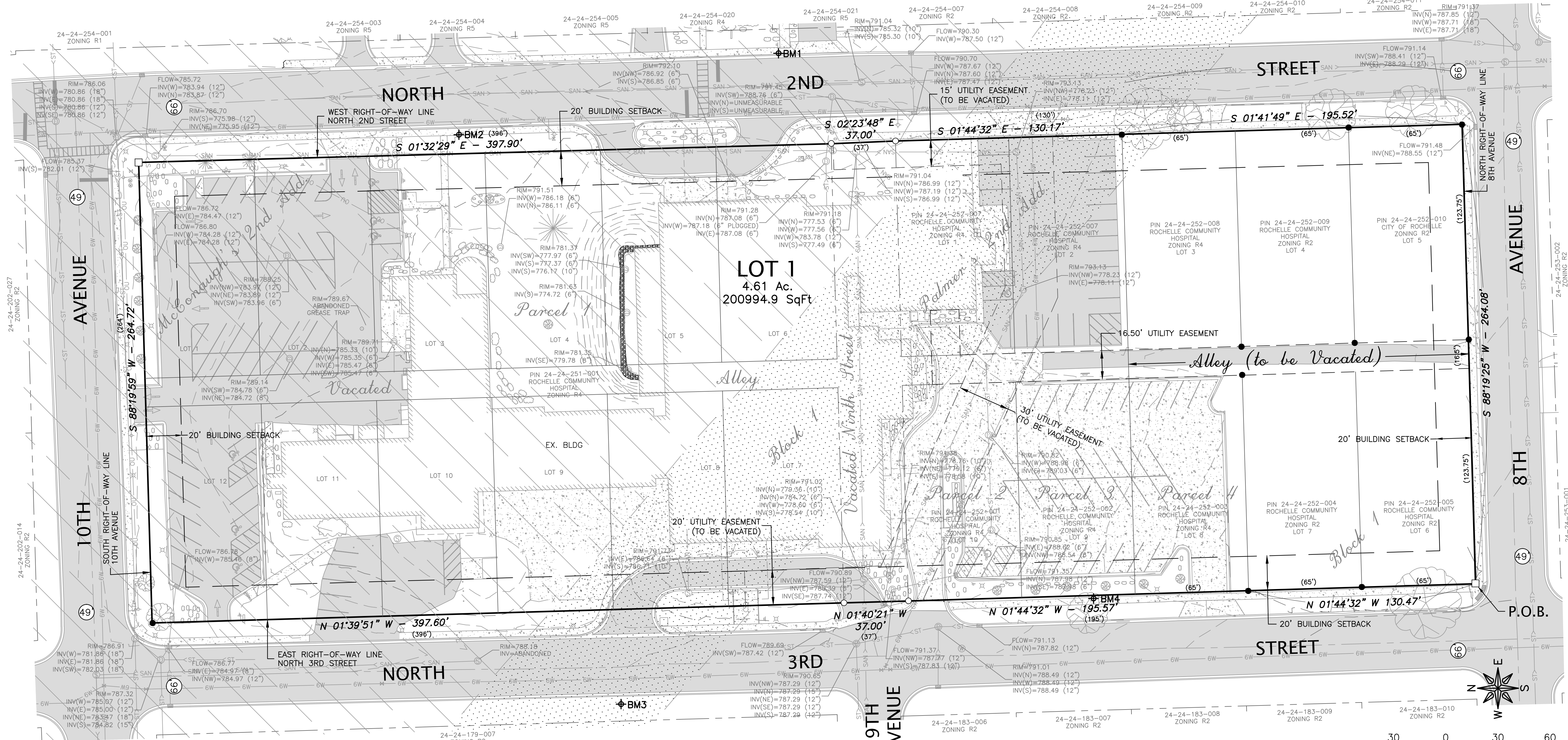
Beginning at the intersection of the Northerly right of way line of Eighth Street and the Westerly right of way line of Third Street; thence North 01 degrees 44 minutes 32 seconds West (assumed bearing), on and along said Westerly right of way line, a distance of 326.04 feet; thence North 01 degrees 40 minutes 21 seconds West, on and along last named line a distance of 37.00 feet; thence North 01 degrees 39 minutes 51 seconds West, on and along last named line a distance of 397.60 feet to the intersection with the Southerly right of way line of Tenth Avenue; thence North 88 degrees 19 minutes 59 seconds East, on and along last named line a distance of 264.72 feet to the intersection with the Westerly right of way line of Second Street; thence South 01 degrees 32 minutes 29 seconds East, on and along last named line a distance of 397.90 feet; thence South 02 degrees 23 minutes 48 seconds East, on and along last named line a distance of 37.00 feet; thence South 01 degrees 44 minutes 32 seconds East, on and along last named line a distance of 130.17 feet; thence South 01 degrees 41 minutes 49 seconds East, on and along last named line a distance of 195.52 feet to the intersection with said Northerly right of way line of Eighth Avenue; thence South 88 degrees 19 minutes 25 seconds West, on and along last named line a distance of 264.08 feet to the Point of Beginning.

All situated in the City of Rochelle, Township of Flagg, and County of Ogle.

EXHIBIT B
Plat of Re-subdivision

SECTION 24, TOWNSHIP 40 NORTH
RANGE 1 EAST, 3rd P.M.

PRELIMINARY PLAT ROCHELLE COMMUNITY HOSPITAL NO. 2 SUBDIVISION



LEGEND

- () RECORD INFORMATION
- PROPERTY LINE
- - - EXISTING RIGHT-OF-WAY LINE
- (66) EXISTING RIGHT-OF-WAY WIDTH
- BUILDING SETBACK LINE
- ▨ EXISTING BUILDING
- FOUND PIN, PIPE, OR REBAR
- SET CONCRETE MARKER
- SET 5/8 REBAR W/CAP
- FENCE LINE
- EXISTING CONTOUR LINE
- EXISTING ROAD CENTERLINE
- EXISTING WATER MAIN AND SIZE
- EXISTING SANITARY SEWER PIPE
- EXISTING STORM SEWER PIPE
- EXISTING CONCRETE PAVEMENT
- EXISTING BITUMINOUS PAVEMENT
- CLEANOUT
- SANITARY MANHOLE
- STORM MANHOLE
- STORM INLET

FLOOD ZONE LEGEND

- ▨ EXISTING "OTHER FLOOD AREA" AS SHOWN ON FIRM MAP NO. 17141C0487D, EFFECTIVE DATE DECEMBER 17, 2010
- ▨ EXISTING "SPECIAL FLOOD HAZARD AREA (SFHA)" AS SHOWN ON FIRM MAP NO. 17141C0487D, EFFECTIVE DATE DECEMBER 17, 2010

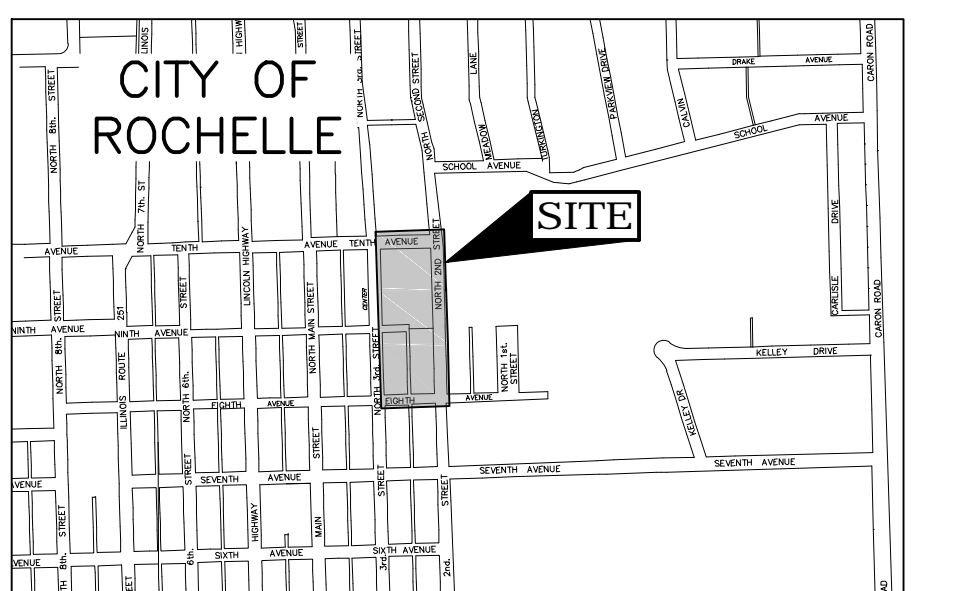
SURVEYOR'S STATEMENT:

I, Scott I. Immel, a Professional Land Surveyor in the State of Illinois, hereby state, at the request of Rochelle Community Hospital, this survey was made on the ground under my direction, that this plat represents the facts found at the time of the survey, that this professional survey conforms to the current applicable Illinois State Laws and Standards for a Boundary and Topographic Survey, that the monuments were set or found at the locations indicated, and that the dimensions shown are given in feet and decimals of a foot upon said plat. I further state that I have made no independent search of the public records for easements, encumbrances, ownership or title evidence, or any other facts which an accurate and current title search may disclose, as part of the survey, but relied upon the materials supplied to me by the owner or the owner's representative.

Signed, this 27th day of January, 2015

Scott I. Immel, Illinois Professional Land Surveyor No. 35-3462
Current expiration date: November 30, 2016

DATUM INFORMATION	
VERTICAL CONTROL:	NAVD 88 (USING GPS VRS SYSTEM)
HORIZONTAL CONTROL:	NAD 83 STATE PLANE ILLINOIS WEST ZONE (GRID)
BENCHMARK INFORMATION	
BM1 = SAW CUT X (CP4)	N 1918320.29, E 2596972.90, ELEV 790.80
BM2 = SAW CUT X (CP7)	N 1918503.98, E 2596926.07, ELEV 788.84
BM3 = SAW CUT X (CP11)	N 1918410.94, E 2596598.86, ELEV 788.87
BM4 = SAW CUT X (CP12)	N 1918139.44, E 2596659.55, ELEV 793.41



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
ROCHELLE COMMUNITY HOSPITAL
900 NORTH SECOND STREET
ROCHELLE, IL 61068

PROJECT AND LOCATION:
ROCHELLE COMMUNITY HOSPITAL
900 NORTH SECOND STREET
ROCHELLE, IL 61068

DRAWN BY: TJL
APPROVED BY: SII
DATE: 01/27/15
SCALE: 1"=30'

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
PRELIMINARY PLAT

JOB NUMBER:
14-711A
SHEET NUMBER:
1 of 1

EXHIBIT C
Estimated Costs

Sanitary Sewer

Sanitary Sewer 12" dia.	800 ft.	\$60,000.00
Sanitary Manhole, 4' dia.	3	\$16,500.00
Sanitary Sewer Service Reconnection	3	\$9,000.00
Granular Select Backfill	1200 yds. ³	\$24,000.00
Concrete Pavement w/ Bituminous Overlay	600 yds. ²	\$60,000.00
Bypass Pumping	1	\$4,000.00
Traffic Control	1	\$5,000.00
Contingency		\$17,500.00
Engineering		\$32,000.00

Total Sewer: \$228,000.00

Electric Facilities

Total Electric: \$14,922.18

Street Lights

**Total Street
Lights: \$23,600.00**

TOTAL ESTIMATED COST: \$266,522.18

110% of TOTAL ESTIMATED COST: \$293,174.40

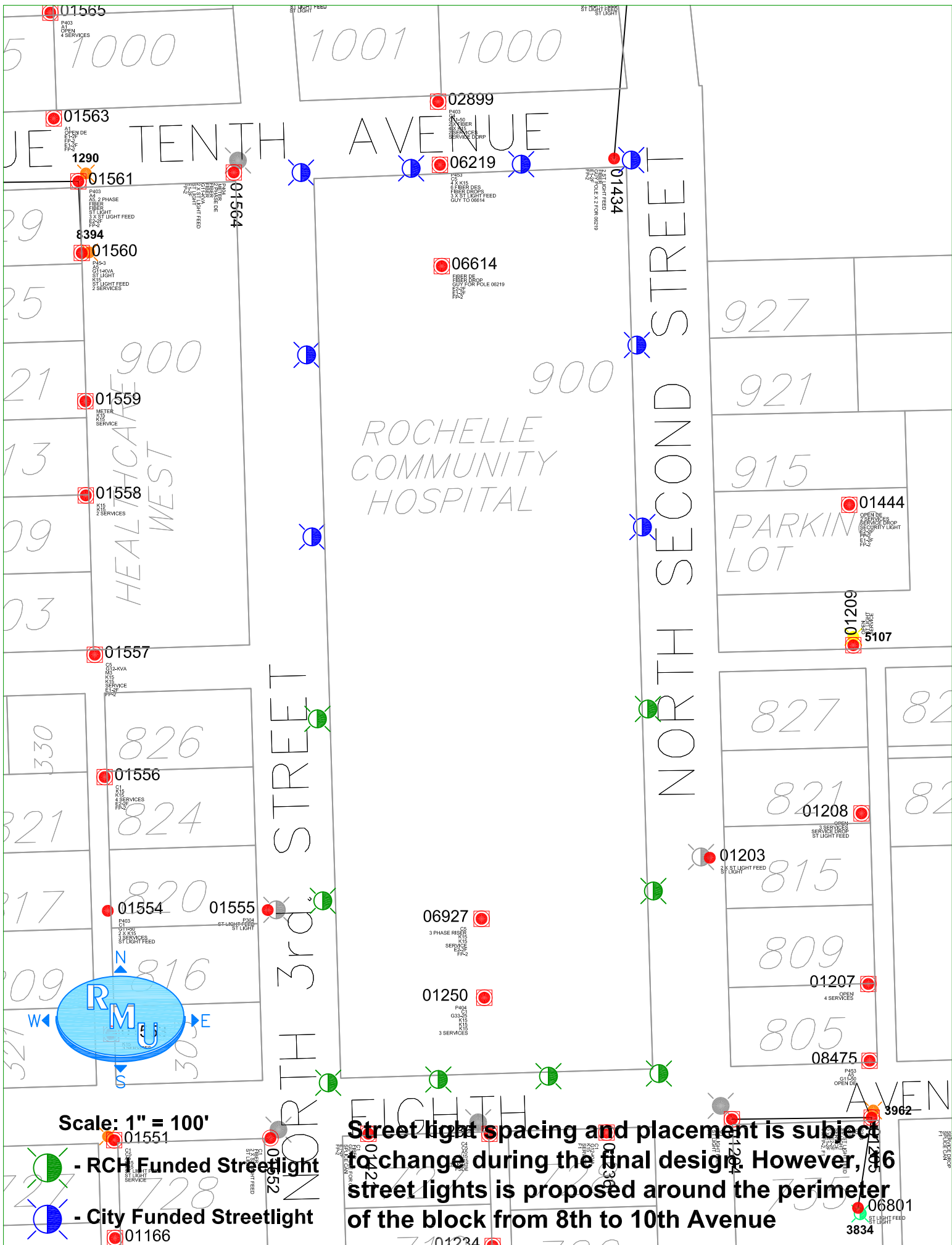
**110% of Total Estimated Cost to be posted as security for the Development
Improvements.**

EXHIBIT D
Estimated Time for Completion of Improvements



City of Rochelle
Rochelle Community Hospital
Sanitary Sewer Relocation
Project Schedule

Event	Date
Complete Design	May 1, 2015
Advertise for Bids	May 28, 2015
Bid Opening	June 11, 2015
Award Contract	June 22, 2015
Obtain IEPA Construction Permits	July 1, 2015
Pre-Construction Meeting	July 7, 2015
Start Construction	July 20, 2015
Complete Construction	September 20, 2015

EXHIBIT E
Depiction of Street Lights



Scale: 1" = 100'

-  - RCH Funded Streetlight
-  - City Funded Streetlight

Street light spacing and placement is subject to change during the final design. However, 16 street lights is proposed around the perimeter of the block from 8th to 10th Avenue

06801
3834