



City of East Moline Committee of the Whole

City Council Chambers
915 16th Avenue
East Moline, IL 61244

DATE: [Monday, August 1, 2011](#)

TIME: [“Immediately Following the
Regular Council Meeting”](#)

1	Street Sweeper Purchase	Lambrecht
2	Development Agreement between City of East Moline and Community Health Care, Inc. for construction and operation of a Community Health Care Center at 708-710 15th Avenue, East Moline	Phares

DEVELOPMENT AGREEMENT

[Community Health Care, Inc.]

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this ____ day of August, 2011, by and between COMMUNITY HEALTH CARE, INC., an Iowa corporation (“Developer”), and the City of East Moline, an Illinois municipal corporation (“the City”).

WITNESSETH:

WHEREAS, the City has purchased, and now owns a parcel of real estate located at 708-710 15th Avenue, East Moline, Illinois, legally described as follows:

Lots 11 and 12 in Block 170 in the Town, now City of East Moline; situated in the County of Rock Island, in the State of Illinois;

Parcel No. SM-4388,

herein referred to as “the City Parcel,”; and

WHEREAS, the City Parcel is improved with a commercial building, which was formerly used as a retail furniture store; and

WHEREAS, the parcel of real estate located directly west of the City Parcel is a vacant lot legally described as follows:

Lots 13 and 14 in Block 170 in the Town, now City of East Moline; situated in the County of Rock Island, in the State of Illinois;

Parcel No. SM-4389,

which is owned by THE National Bank, of Davenport, Iowa, said parcel being referred to herein as “the Bank Parcel,”; and

WHEREAS, the Developer is proposing to construct a health care center on the City Parcel and the Bank Parcel, with site preparation anticipated for the fall of 2011, and construction anticipated for the spring of 2012; and

WHEREAS, the Developer has requested the City to assist the Developer in the development of the combined City and Bank Parcels (“the Site”) and in construction of the health care center, by the City causing the asbestos abatement and demolition of the commercial building located on the City Parcel at the City’s costs, and by the City donating and conveying clear title as to the City Parcel, to the Developer; and

WHEREAS, the Developer has represented that it will acquire clear title to the Bank Parcel, and that upon obtaining clear and marketable title to the City Parcel and the Bank Parcel, the Developer will commence the design and construction of a community health care building, with an approximate size of 8,000 square feet, upon the Site; and

WHEREAS, the City, in its interest to foster development of a community health care center in the East Moline downtown area and to promote the quality of health care and the welfare of the community at large, is willing to assist the Developer in the development and construction of the community health care center under certain terms and conditions, as hereinafter stated.

IT IS THEREFORE STIPULATED, COVENANTED AND AGREED by and between the Parties hereto:

ARTICLE ONE
CITY COVENANTS

1. ASBESTOS ABATEMENT AND DEMOLITION. The City hereby agrees to cause the asbestos abatement and demolition of the commercial building, at its costs, in accordance with state regulations and the East Moline code requirements. The demolition shall include removal of all foundations and rubble, with proper fill to provide a suitable site for construction of the health care center building.

2. CONVEYANCE OF TITLE OF CITY PARCEL TO DEVELOPER. The City agrees to cause the execution and delivery of a municipal deed conveying clear and marketable title as to the City Parcel, to the Developer. The City shall have previously delivered a title commitment, evidencing clear and marketable title in the City of East Moline. The deed will be held in escrow, by the City's Attorney, subject to delivery by the Developer to the City of evidence of final design plans for the community health care center, and evidence of the Developer having acquired and delivered a deed as to clear and marketable title as to the Bank Parcel. Upon delivery of the final design plans and delivery of the unrecorded deeds to both parcels, representatives of the Parties shall meet to review and approve final plans, and to mutually authorize recording of the subject deeds. The Developer agrees to indemnify and hold the City harmless with respect to the condition of the soil and premises of the City Parcel, including all environmental liability.

ARTICLE TWO
DEVELOPER COVENANTS

1. LAND ACQUISITION. Developer agrees to acquire title to the Bank Parcel, within 45 days after execution of the subject Agreement, so as to permit the City to execute agreements for asbestos abatement and demolition of the commercial building located on the City Parcel. Developer agrees to obtain and record the Bank Parcel deed in the manner set forth in paragraph 2 of Article One above.

2. DESIGN AND CONSTRUCTION PLANS. Developer agrees to proceed with preparation of design and construction plans for the community health care center and adjoining parking lot, and to submit said plans to the City in preliminary form when available. Final design plans shall be submitted to the City when available, in preparation for the development meeting as described in paragraph 2 of Article One set forth above. The Developer agrees to comply with all requirements to the City Building Code and permitting process.

3. CONSTRUCTION OF THE COMMUNITY HEALTH CARE CENTER. Developer agrees to construct and operate, after acquiring title to both the City Parcel and the Bank Parcel, a community health care center on the Site, in accordance with the final design and construction plans, a copy of the preliminary site plan being attached hereto as Exhibit "A."

ARTICLE THREE
GENERAL CONDITIONS

1. FORCE MAJURE. Delays by the Developer or the City in performing its obligations hereunder due to acts of God or belligerent war powers, strikes, fires, floods, explosions, wars, differences with workers, delays in transportation or accidents to construction, military arrest or restraints, acts, demands, or requirements of the United States or any state or territory thereof, or any governmental subdivision thereof, or due to any other causes whatsoever, whether similar or dissimilar to those above enumerated, which are beyond Developer's or City's control, and not resulting from Developer's or City's fault shall cause an automatic extension of the starting and/or completion dates for the period attributive to any such cause. The affected component of this Agreement shall be deemed suspended for so long as its execution is prevented or delayed by such causes.

2. MISCELLANEOUS.

A. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and made a part hereof.

B. Captions. The captions, headings and arrangements in this Agreement are for convenience only and do not in any way defined, limit or modify the terms or provisions hereof.

C. Number and Gender of Words. Wherever the singular number is used in this Agreement, the same shall include the plural where appropriate and the works of any gender shall include the other gender where appropriate.

D. Notices. All notices, demands, requests or other communications required or permitted by this Agreement shall be in writing and may be given personally, by facsimile communication, or by certified mail. Any notice shall be deemed to be received when actually received by any person at the intended address if personally serviced or sent by courier or facsimile, or if served by certified mail, within three (3) days after delivery by the post office. Such notices shall be sent to the following:

To the City: Mayor John Thodos
City Hall
915 16th Avenue
East Moline, IL 61244

To the Developer: Community Health Care, Inc.

Either party, may, in substitution of the foregoing, designate a different address and addresses for the purpose of this paragraph by written notice delivered to other party in the manner prescribed, at least ten (10) days in advance of the date upon which such change is to be effective.’

3. Survival of Covenants. All representations, warranties, covenants, agreements and indemnities set forth in this Agreement shall survive the execution hereof and the closing of any real estate transactions contemplated hereby and continue for such period of limitations as may be acceptable.

4. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts and if so executed, each such counterpart is deemed an original for all purposes, and all such counterparts shall constitute one Agreement.

5. Binding Effect. This Agreement binds the parties hereto and inures in whole or in part to the benefit of their respective heirs, personal representatives, successors or assigns.

6. Future Acts. In addition to the acts recited in this Agreement and contemplated hereby, the parties hereto shall execute any and all additional agreements as may be necessary to consummate the transactions contemplated by this Agreement.

7. Date of Agreement. The date of this Agreement shall mean the date on which a copy of this Agreement has been fully executed by the parties hereto and all changes to the typewritten portion hereof initialed by all parties.

8. Time of the Essence. Time is of the essence of this Agreement and each and every provision contained herein.

9. Authorizations and Capacity. The parties hereto represent and warrant to each other that each has the full right, power and authority to enter into this Agreement and to fully perform its obligations. The

persons executing this Agreement represent and warrant that each has the authority to execute in the capacity stated and to bind the parties hereto.

10. Severability. If and in the event any provision of this Agreement is determined to be invalid for any reason, it shall be severed, and all other provisions not determined invalid shall continue with full force and effect.

11. Non-Waiver. No failure by either party hereto, at any time, to require the performance by the other of any term of this Agreement shall in any way effect the right of either party to enforce such terms, nor shall any waiver by either party of any term hereof taken to or held to be a waiver of any term or provision of this Agreement shall be effective unless the same is in writing, signed by the parties hereto.

12. Governing Law. This Agreement is entered into in the State of Illinois and shall be construed in accordance therewith, and all rights and obligations hereunder shall be determined in accordance with the laws of the State of Illinois and venue shall be Rock Island County, Illinois.

13. Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes any written or oral agreement and may be amended or supplemented only by an instrument in writing executed by the parties hereto.

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

COMMUNITY HEALTH CARE, INC.

By: _____
Its _____

Attested by:

Its _____

CITY OF EAST MOLINE, ILLINOIS

By: _____
Its Mayor

Attested by:

Its City Clerk

EXHIBIT "A"

[Insert copy of preliminary site plan]