
THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 24-03

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE
ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING
REDEVELOPMENT AGREEMENT WITH RIVERSIDE MEDICAL CENTER TO
FACILITATE CONSTRUCTION OF AN ADDITION ADDING MEDICAL OFFICE
SPACE**

(5775 EAST IL ROUTE 113)

DAVID A. SPESIA, Village President
ALEXIS STONE, Village Clerk

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DAVID TOGLIATTI
Village Trustees

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Coal City on February 14, 2024

ORDINANCE NO. 24-03

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING REDEVELOPMENT AGREEMENT WITH RIVERSIDE MEDICAL CENTER TO FACILITATE CONSTRUCTION OF AN ADDITION ADDING MEDICAL OFFICE SPACE

(5775 EAST IL ROUTE 113)

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois (“Village”) is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local property and sales tax bases, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives; and

WHEREAS, the Village is desirous of promoting economic development within the Village by facilitating the redevelopment of an underutilized commercial property within the Village; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including making grants to commercial enterprises that are deemed necessary or desirable; and

WHEREAS, the Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (“Act”), to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade property in accordance with and pursuant to the Act; and

WHEREAS, on January 10, 2011, the Village Board, pursuant to and in accordance with the Act (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the “TIF Plan and Project”), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, “TIF Ordinances”), establishing the Coal City Redevelopment Project Area (the “TIF District”); and

WHEREAS, the Act (65 ILCS 5/11-74.4-4(b), (c)) authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the TIF Plan and Project; and

WHEREAS, Riverside Medical Center (“Riverside”) is the owner of a parcel of real property situated within the corporate boundaries of the Village located at 5775 East IL Route 113, Coal City, IL (the “Property”) and desires to expand its medical office facilities by adding a second-story comprising approximately 10,000 square feet, which requires extending a sanitary sewer line to the Property (the addition and utility extension together constitute the “Project”); and

WHEREAS, the Village Board hereby finds that the Project is essential to meet the overall objectives of the TIF District, implements and advances the TIF Plan and Project, is consistent with the Comprehensive Plan, will create jobs and increase property and sales tax revenues, and provide additional local service opportunities to Village residents; and

WHEREAS, the Village Board hereby finds that without financial assistance from the Village, the Project would not be economically feasible because the cost of constructing the Project exceeds Developer's ability to realize a reasonable return on its investment; and

WHEREAS, the Village Board hereby finds that it is in the best interest of the citizens of the Village of Coal City that the Village enter into the Economic Incentive and Tax Increment Allocation Financing Redevelopment Agreement with the Developer attached hereto as Exhibit 1 ("the Agreement").

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. APPROVAL AND AUTHORIZATION.

Subject to final legal review and approval, the Corporate Authorities hereby authorize, approve and direct the Village President to execute and deliver the Agreement in substantially the form attached as Exhibit 1 and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The

Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Ordinance. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

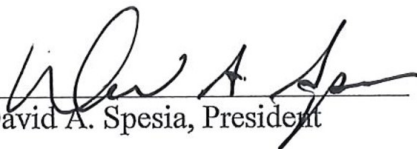
SO ORDAINED this 14 day of February, 2024, at Coal City,

Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

- AYES: 6
- NAYS: 0
- ABSENT: 0
- ABSTAIN: 0
- PRESENT: 6

Approved on this 14 day of February, 2024.

VILLAGE OF COAL CITY



David A. Spesia, President

Attest:

Alexis Stone
Alexis Stone, Clerk
[SEAL] by: Hinda Sula
Deputy Clerk



EXHIBIT 1

REDEVELOPMENT AGREEMENT

Appended on following pages.

COPY

DOCUMENT #: 624962
04/17/2024 08:23 AM
PAGES RECORDED: 25
KAY T. OLSON
GRUNDY COUNTY
CLERK AND RECORDER

***AFTER RECORDING
RETURN TO:***

RECORDING FEE 89.00

Mark R. Heinle, Esq.
ANCEL GLINK, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

**ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING
REDEVELOPMENT AGREEMENT**

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS, an Illinois municipal corporation

AND

RIVERSIDE MEDICAL CENTER, an Illinois not-for-profit corporation

ECONOMIC INCENTIVE AND REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** (the "Agreement"), is made and entered into this 14 day of February, 2024, by and between the **VILLAGE OF COAL CITY**, an Illinois Municipal Corporation located in Grundy and Will Counties, Illinois, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter sometimes referred to as "Village"), and **RIVERSIDE MEDICAL CENTER**, an Illinois not-for-profit corporation (hereinafter sometimes referred to as "Riverside"). The Village and Riverside may sometimes be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Riverside is the owner of a parcel of real property situated within the corporate boundaries of the Village located 5775 East IL Route 113, Coal City, IL, and which property is depicted on "Exhibit A" attached hereto (hereinafter "Riverside Property");

WHEREAS, Riverside has made applications and submittals to the Village in connection with its contemplated development of the Riverside Property depicted on "Exhibit B" attached hereto (hereinafter "Subject Property");

WHEREAS, Riverside desires to develop the Subject Property by expanding its medical office facilities by adding a second story comprising approximately 10,000 s.f. The size of this addition cannot be accommodated by the existing septic system necessitating the construction of a sanitary sewer line to the Riverside Property with an option for the Village to extend the sewer line to Route 113 for future Village use; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom;

WHEREAS, pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, which permits Units of Local Government to contract with individuals, associations or corporations in any manner not prohibited by law or by ordinance, the Village and Riverside desire to enter into this Agreement in order to regulate certain matters pertaining to the improvements and the development of the Riverside Property in the manner and upon the terms and conditions contained in this Agreement; and

WHEREAS, the Village acknowledges that this executed Agreement will permit orderly growth, planning and development of the Village and the neighboring developments, will increase the tax base of the Village, and will promote and enhance the health, safety and welfare of the Village.

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to increase employment opportunities and medical care for residents, and to enter into contractual agreements with property owners, developers or end-users for the purpose of achieving such objectives; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including making grants to commercial enterprises that are deemed necessary or desirable; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. ("**Act**"), to provide incentives to

owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade property in accordance with and pursuant to the Act; and

WHEREAS, on January 10, 2011, the Village Board, pursuant to and in accordance with the Act (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the “TIF Plan and Project”), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, “TIF Ordinances”), establishing the Coal City Redevelopment Project Area (the “TIF District”); and

WHEREAS, the construction and development of the improvements on the Subject Property in accordance with the plans attached hereto shall be cumulatively known as the “Project”; and

WHEREAS, newly constructed commercial structures on the Subject Property are subject to the Village’s commercial design guidelines, dated June 21, 2010 (“Design Requirements”) and the design review procedures set forth in Section 156-53(A) of the Village of Coal City Code of Ordinances, as amended from time to time; and

WHEREAS, Riverside could not complete the Project on the Subject Property without the assistance of Tax Increment Financing to help pay for eligible expenses incurred in connection with the Project because the cost of constructing the Project and the attendant utility extensions exceeds Riverside’s ability to realize a reasonable return on its investment, such that the Riverside would not undertake the acquisition of the Property and pursue the development of the Project; and

WHEREAS, the Corporate Authorities find that the Project is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project, is consistent with the goals set forth in the TIF Ordinances and the Village’s Comprehensive Plan, that the Project promotes the Village’s economic development objectives of creating public-private partnerships to foster private investment, creating jobs, encouraging further development in the area, diversifying the Village’s economic base, and increasing local medical services available to Village

residents, workers and visitors; and

WHEREAS, the Parties mutually desire that the Property be developed and used in compliance with this Agreement, and the Village desires to financially assist the Developer, pursuant to and in accordance with this Agreement, the Code, and the Act to facilitate the Project on the Subject Property; and

WHEREAS, the Corporate Authorities have found and determined that it is necessary and appropriate for the successful completion of the Project that the Village enter into this Agreement with Riverside to provide for the development of the Project on the Subject Property, and further, that the Project is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that it is advisable, necessary and in the best interests of the Village to enter into this Agreement and the obligations provided herein in support of the Project and further development in the area; and

WHEREAS, this Agreement has been submitted to the respective Parties for review and consideration and each Party has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding; and

WHEREAS, the Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement are absolute and unconditional, except where specifically provided to the contrary herein.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, Riverside and Village hereby agree as follows:

SECTION ONE: Incorporation of Preambles. The recitals contained in the Preamble hereto are material and are hereby incorporated as a part of this Agreement. Riverside and the Village shall fully cooperate with each other in carrying out the terms of this Agreement. All parties represent that they have full authority to enter into this Agreement pursuant to law.

SECTION TWO: Zoning. The Village hereby reaffirms the Subject Property is zoned RS-2 with a Conditional Use to operate a medical facility and, as such, confirms that the Subject Property bears the appropriate zoning designation to accommodate the continued operation of both the existing and proposed expanded medical facility use.

SECTION THREE. Securing Easement(s) Authorizing Project Path. As a condition precedent to all other obligations set forth hereunder, the Village shall acquire any and all easement rights providing for the construction, installation, staging, and maintenance of the sanitary sewer and water utilities servicing the Project and running along the west side of the Carbon Hill Road right-of-way, as depicted in Exhibit C. The cost and expense of such easement acquisition shall be paid by Riverside, subject to reimbursement in full by the Village to Riverside as part of the “TIF Incentive” defined in Section 5. The Parties mutually understand and agree that the initially-computed \$201,219.00 reimbursement amount set forth in Section 5 assumes a cost of \$25,500.00 (“Projected Easement Cost”) for the Village to obtain easement rights on lands owned by third parties to enable the Project to move forward, but that the cost of such acquisition is unknown as of the Effective Date. The Parties agree to cooperate with one another during the Village’s easement negotiations and to amend the amount of the TIF Incentive as necessary to reflect changes in the Projected Easement Cost or to plan a different utility path if securing the rights to locate the utility facilities required by the Project are deemed in the discretion of either Party, to be too time-consuming or expensive. Nothing herein shall obligate the Village to exercise its eminent domain powers in connection with obtaining the easement referenced herein.

SECTION FOUR: Riverside Construction of Sanitary Sewer Line. Riverside shall construct a sanitary sewer line in accordance with the specifications and location depicted on Exhibits B1-B3, attached hereto connecting the Riverside Property with the sewer line at the Oak Street manhole and the addition of the main sewer line to Route 113, subject to compliance with all applicable codes and regulations and subject to final engineering review and approval by the

Village Engineer. Upon final approval and permitting of the sanitary sewer extension plans, such final plans, if different from the preliminary plans, shall be substituted into the Agreement as a new cumulative Exhibit B replacing the preliminary plans depicted on the date of mutual execution of the Agreement without further action by the Parties. Such approved sanitary sewer extension plans and specifications shall be known as the "Final Sewer Plan." At the conclusion of the construction, inspection and acceptance by the Village and payment by Village for same as provided in Section Four hereinbelow, Riverside shall dedicate 2,233 lineal feet of sanitary sewer line and six manholes to the Village. The Village agrees to accept such dedication and authorization to connect with the Village's existing sanitary sewer upon completion of an inspection confirming that the installed sanitary sewer, manholes and associated appurtenances (the "Phase 1 Utility Extension") materially conform to the Final Sewer Plan and applicable regulations. The Parties agree to undertake all actions convenient or necessary to effectuate the transfer of ownership of the sanitary sewer line and manholes to the Village, including, without limitation, executing a bill of sale for the Phase 1 Utility Extension. Upon conveyance, the Village shall be responsible for maintenance and repair of all of the Phase 1 Utility Extension completed under this Agreement.

SECTION FIVE. Village Payment of Funds to Riverside.

Based upon Riverside's representation of the need for assistance and provided that Riverside fulfills its obligations in this Agreement and under the Act, the Village agrees to pay to Riverside a total of Two Hundred One Thousand Two Hundred Nineteen and No/100 dollars (\$201,219.00) as tax increment financing assistance to facilitate construction of its portion of the Phase 1 Utility Extension and acquiring of easements on lands owned by third parties in service thereof, provided that said amount may be adjusted for any change orders mutually acceptable to the Parties and approved by each in advance of the commencement of any change order work or any changes in the anticipated cost of the Village obtaining easement rights along and across lands owned by third parties (as adjusted, the Village's total payment to Riverside shall be known as the "TIF Incentive").

Payment from the Village to Riverside shall be made as follows: Twenty-five percent (25%) of the payment shall be made upon initiation of construction as confirmed by the Village engineer; Twenty-five percent (25%) of the payment shall be made upon completion of Fifty percent (50%) of the construction as confirmed by the Village engineer, Twenty-five percent (25%) of the

payment shall be made upon completion of Seventy-five percent (75%) of the construction as confirmed by the Village engineer and the remaining Twenty-five percent (25%) shall be paid within thirty (30) days of the completion and approval of construction by the Village engineer and acceptance of the Phase 1 Sanitary Sewer Facilities by the Village Board.

A. Notwithstanding the foregoing, the TIF Incentive shall be no greater than the cost of completed and approved Project-related work in accordance with this Agreement and the amount shown on the Certificate of Reimbursable Project Costs and supporting documentation verifying the TIF eligible costs Riverside incurred in connection with the Project and approved by the Village.

B. TIF Incentive Clawback.

1. If Riverside fails to complete the Phase 1 Sanitary Sewer Facilities within two (2) years of the Effective Date of this Agreement (“Completion Date”) unless otherwise mutually extended by the Parties, the Village shall declare a default and, if not cured within thirty (30) days of receipt of such notice of default (or such cure being underway and diligently pursued as set forth above), Riverside shall not be entitled to any further installment payments of the TIF Incentive and shall be obligated to pay back the Village in full the TIF Incentive or any portion thereof paid out by the Village to that point upon thirty (30) business days’ written demand from the Village. In the event that Riverside fails for any reason whatsoever to pay back within 30 business days either the full or any portion of the TIF Incentive required, the Village may in its sole and absolute discretion file a lien against the Subject Property for the amount of the TIF Incentive paid over to the Village and not refunded. Such lien will arise immediately upon recording of a notice of lien in the Office of the Grundy County Recorder identifying this Agreement, the Parties, the date of recording this Agreement, the document number of such recording, the legal description of the Property, and the amounts then due and payable under this

Agreement. The lien will remain in full force and effect until the amounts are paid in full. The lien may be foreclosed by any proceeding at law or in equity.

2. Riverside will be allowed extensions of time beyond the Completion Date only for delay caused by Force Majeure as defined in Section Six. Riverside shall, within two days after any unavoidable delay commences and again within two days after the delay terminates, give notice to the Village for its review and approval of the delay, the cause for the delay, the period or anticipated period of the delay, and the steps taken by to mitigate the effects of the delay. Any failure of Riverside to give the required notice will be a waiver of any right to an extension of time for any the delay.

3. If Riverside fails to diligently pursue or cause to be pursued all construction, as required in, or permitted by this Agreement, to completion within the time period prescribed in the Agreement, Riverside shall, at the Village's sole election and within sixty (60) days after notice from the Village, remove any partially constructed or partially completed buildings, structures, or improvements associated with the Project. If the Owner fails or refuses to remove the buildings, structures, and improvements as required, then the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and/or remove any of the improvements associated with the Project, and the Village shall have the right to charge Riverside an amount sufficient to defray the entire cost of the work, including without limitation legal and administrative costs.

SECTION SIX. Force Majeure.

Where this Agreement contains provisions which provide for certain time periods within which actions must occur or be completed, it is understood and agreed by the Parties that such deadlines are subject to extension for Force Majeure as herein defined. "Force Majeure" shall be defined as set forth in Subsection (A) below, and shall expressly exclude the situations set forth in Subsection (B) below:

A. Means any event which:

- i. Is beyond the reasonable control of and without the fault of the Party relying thereon;
and
- ii. Occurs after the Effective Date of this Agreement; and
- iii. Is one or more of the following events;
 - 1) Insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident, collapse, transportation accident, industrial accident, war or naval blockade;
 - 2) Epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather conditions or other similar act of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered in the area of the Subject Property;
 - 3) Strikes, labor disputes, or work stoppages;
 - 4) Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application

therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by applicable Law and this Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval;

- 5) Change in Law restricting or limiting Riverside's right to operate its expanded facility;
- 6) Inability of Village to acquire easement rights required for pathway of utility extension;
- 7) Governmental condemnation or taking by a public entity (other than the Village if the Village is the Party claiming an Uncontrollable Circumstance or Event);
- 8) Strikes, labor disputes, or work stoppages;
- 9) Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants (unless the Village is the Party claiming an Uncontrollable Circumstance or Event) or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Law and this Agreement,

administrative policy or usual and customary practice of the Village be construed as an “unreasonable delay” in the issuance of a permit or approval;

10) Vandalism;

11) Site conditions not within the actual knowledge of the Parties prior to the Effective Date;

12) Terrorist acts;

13) Plague, pandemic, virus or other substantial health hazards, including without limitation any and all related work orders, stoppage, or shut downs related, directly or indirectly the “Coronavirus” or “Covid-19” or any other virus; or

14) Any other circumstance beyond the control of and without the fault of the Party relying thereon, except as otherwise provided in subsection (B), infra, or elsewhere in this Agreement;

B. Force Majeure shall not include:

1. Economic hardship;
2. Shortage or unavailability of materials unless there is no reasonable substitute;
3. Acts, events or other matters arising out of violations by Riverside of any applicable laws or regulations;
4. Failure of performance by a contractor, except insofar as such contractor’s failure is caused by events which are Force Majeure as to the contractor; or

5. Any act or omission committed, omitted, or caused by Riverside, or Riverside's employees, officers or agents or a subsidiary, affiliate or parent of Riverside, or by any corporation or other business entity that holds a controlling interest in Riverside.

For each day that the Village or Riverside is delayed by a Force Majeure event, the dates set forth in this Agreement shall be extended by one (1) day, provided that the Parties adhere to Force Majeure notification obligations as provided in this Agreement.

SECTION SEVEN. Grant of Easement. Riverside shall grant to the Village an easement for the purposes of constructing, installing, staging, maintaining and operating the sanitary sewer facilities described herein, together with the right of ingress and egress across and through the Subject Properties for persons and equipment to do any or all of the above work. Subject to final legal review and approval, the grant of easement shall be in substantially the form attached hereto as Exhibit C attached hereto and made part hereof.

SECTION EIGHT. General Provisions.

A. **Interest in Subject Property:** Riverside represents and warrants to the Village that Riverside holds legal and/or equitable title to the Subject Property. No other entity or person currently has any ownership interest in the Subject Property or in the development as herein proposed.

B. **Successors in Interest/Security for Public Improvements:** This Agreement shall inure to the benefit of, and be binding upon, the successors in title of Riverside, its successor(s), grantee(s), lessee(s), and assign(s), and upon successor corporate authorities of the Village and successor municipalities.

C. **Remedies.** This Agreement shall be enforceable in any court of competent jurisdiction by either the Village or Riverside, or any successor or successors in title or interest in any manner or assigns of said parties. Enforcement may be sought by an appropriate action at law or in equity to secure the performance of the covenants, agreements, conditions and obligations contained herein.

i. In the event of a material breach of this Agreement, the parties agree that the defaulting party shall have thirty (30) days after service of written notice from the non- defaulting party of said breach to correct the same prior to the non- defaulting party's seeking of any remedy provided for herein, provided, however, that said thirty (30) days period shall be extended so long as the defaulting party has initiated the cure of said default and is diligently pursuing cure of same.

ii. If any party to this Agreement shall fail to perform any of its obligations hereunder, and the party or parties 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 the time period provided in subparagraph (i) above, then, in addition to any and all other remedies that may be available, either in law or equity, the party or parties affected by such default shall have the right (but not the obligation) to take such action as in its or their 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 or parties affected by such default for all reasonable costs and expenses, including reasonable attorney's fees, incurred by it or them in connection with action taken to cure such default.

iii. Any of the parties hereto or its successors in interest or assigns may, by civil action, mandamus or other proceeding, enforce each of the terms, conditions and provisions hereof.

D. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's rights, to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. No waiver by the Village shall be valid or binding on the Village unless it is in writing signed by the Village and only to the extent therein set forth.

E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole and absolute discretion of either party and may be exercised as often as

occasion therefore shall arise.

F. Riverside's Construction Activities. Riverside agrees to defend and hold the Village harmless from any and all claims which may arise out of any construction activities on the Subject Property, except those which are conducted by the Village or the Village's employees or agents from which the Village agrees to defend and hold Riverside harmless.

G. Indemnification. In the event that a defect or failure in construction of the sanitary sewer line which is not in conformance with the Village approved engineering plans, the Village is made a party defendant in any litigation, arbitration or other proceeding other than litigation, arbitration or other proceeding between the Riverside and the Village, Riverside agrees to defend, indemnify and hold harmless the Village, its president, trustees, officers, and agents thereof, individually and collectively, from any suits and from any claims, demands, setoffs or other actions including, but not limited to judgments arising therefrom. The obligation of Riverside hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the Village and its said officers and agents in such litigation and shall include expenses, court costs and fees; it being understood that the Village shall have the right to employ all such attorneys to represent the Village and its officers and agents in such litigation. Riverside shall have the right to request that the Village appeal to courts of appellate jurisdiction any judgment taken against the Village or its officers or agents in this respect. The Village's right of indemnification shall not obligate Riverside to defend any failure or defect related to the engineering design or performance of the sanitary sewer line, so long as said construction is in conformance with the Village approved engineering plans.

H. Covenants to Run with Land. The covenants, agreements, indemnities and other terms and provisions contained in this Agreement touch and concern and shall be appurtenant to and shall run with the Subject Property and any portion thereof. Each and every person and entity that, from time to time, acquires any interest or estate in all or any portion of the Subject Property from Riverside shall acquire such interest or estate subject to said covenants, agreements, indemnities and other terms and provisions and, during the period of time that he, she or it owns such interest or estate, he, she or it shall be obligated to pay and perform any and all obligations of Riverside applicable to that portion of the Subject Property in which he, she or it holds any estate or interest. All rights under this declaration shall touch and concern the Subject Property

and each portion thereof and shall run with the title to the Subject Property and each portion thereof. Such rights shall be personal to each and every person or entity who, from time to time, may acquire title to any portion of the Subject Property, solely and exclusively during the time that such person or entity holds any interest or estate in and to such portion of the Subject Property.

I. No Personal Liability of Corporate Authorities: The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

J. Notices: Notices or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village:

Village of Coal City

515 S. Broadway
Coal City, IL 60416
Attention: Village Clerk

with a copy to:

Mark R. Heinle, Esq.
ANCEL GLINK, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

If to Riverside:

Riverside Medical Center
350 N. Wall Street
Kankakee, IL 60901
Attn: Phillip Kambic, President & CEO

with a copy to:

Paula M. Jacobi
pjacobi@rhc.net

or to such other address as any party may from time to time designate in a written notice to the other party.

K. Amendments. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Riverside and the Village relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. In the event such amendment applies only to a portion of the Subject Property, then only the owners of the portion of the Subject Property proposed to be affected by such amendment shall be required to consent to and execute such amendment.

L. Invalidity of any Provision. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein.

M. Survival. The agreements contained herein shall survive the development of the Subject Property and shall not be merged or expunged by the development of the Subject Property or any part thereof.

N. Effectiveness of Agreement. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not be effective unless and until signed by all of the parties hereto.

O. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer any rights, remedies or benefits whatsoever upon any person or entity that is not a party to this Agreement, and the existence of any such rights, remedies and benefits is hereby expressly disclaimed.

P. Section Headings and Subheadings. All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or applicability of any of the provisions thereunder whether covered by or relevant to such heading or not.

Q. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The Parties hereto agree that the Circuit Court for the Twenty-First Judicial Circuit shall be the sole and exclusive jurisdiction for any and all enforcement actions, discovery, and lawsuits concerning this Agreement.

R. Village Options. Village has the following options for construction of additional sanitary sewer and water main piping which may be exercised up to April 1, 2024 by written notice of same to Riverside.

i. Option #1 – 352 lineal feet of sewer from its terminus along the north side of the surface parking lot to be constructed in the location depicted in Exhibit E to State Route at a cost of \$67,540.00 plus the cost of any required easements purchased and approved change orders.

ii. Option #2 – 230 lineal feet of water main to State Route 113 at a cost of \$23,745.00 plus the cost of any required easements purchased and approved change orders.

iii. If exercised, the timing and method of payment for the above options shall be made in accordance with the provisions described in Section 4 hereinabove and the amount of the TIF Amendment shall be amended to reflect the new balance without further action by the Parties other than the Village's written notification to Riverside of its election to exercise an option hereunder.

S. Counterparts. This Agreement may be executed in any number of counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute but one (1) Agreement.

T. Exhibits. Exhibits A through C attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

Village of Coal City
An Illinois Municipal Corporation

Attest:

David A. Spesia
David A. Spesia, Mayor

Alexis Stone
Alexis Stone, Village Clerk *by: Linda Sub, Deputy Clerk*

2-14-24
Dated

2-28-24
Dated

Riverside Medical Center
An Illinois Non-Profit

Attest:

By: _____

By: _____

Its: _____

Its: _____

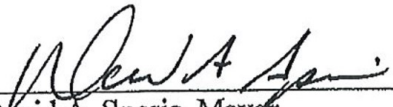
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same, the day and year first above written.

Village of Coal City
An Illinois Municipal Corporation

Attest:



David A. Spesia, Mayor



Alexis Stone, Village Clerk *by: Aida Sub, Deputy clerk*

2-14-24

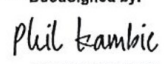
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2-28-24

Dated

Riverside Medical Center
An Illinois Non-Profit

Attest:

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By: _____
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DocuSigned by:

By: _____
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Its: President & CEO

Its: General Counsel

3/5/2024 | 3:24 PM CST

Dated

3/13/2024 | 11:34 AM CDT

Dated

Find an Address or PIN



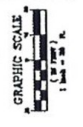
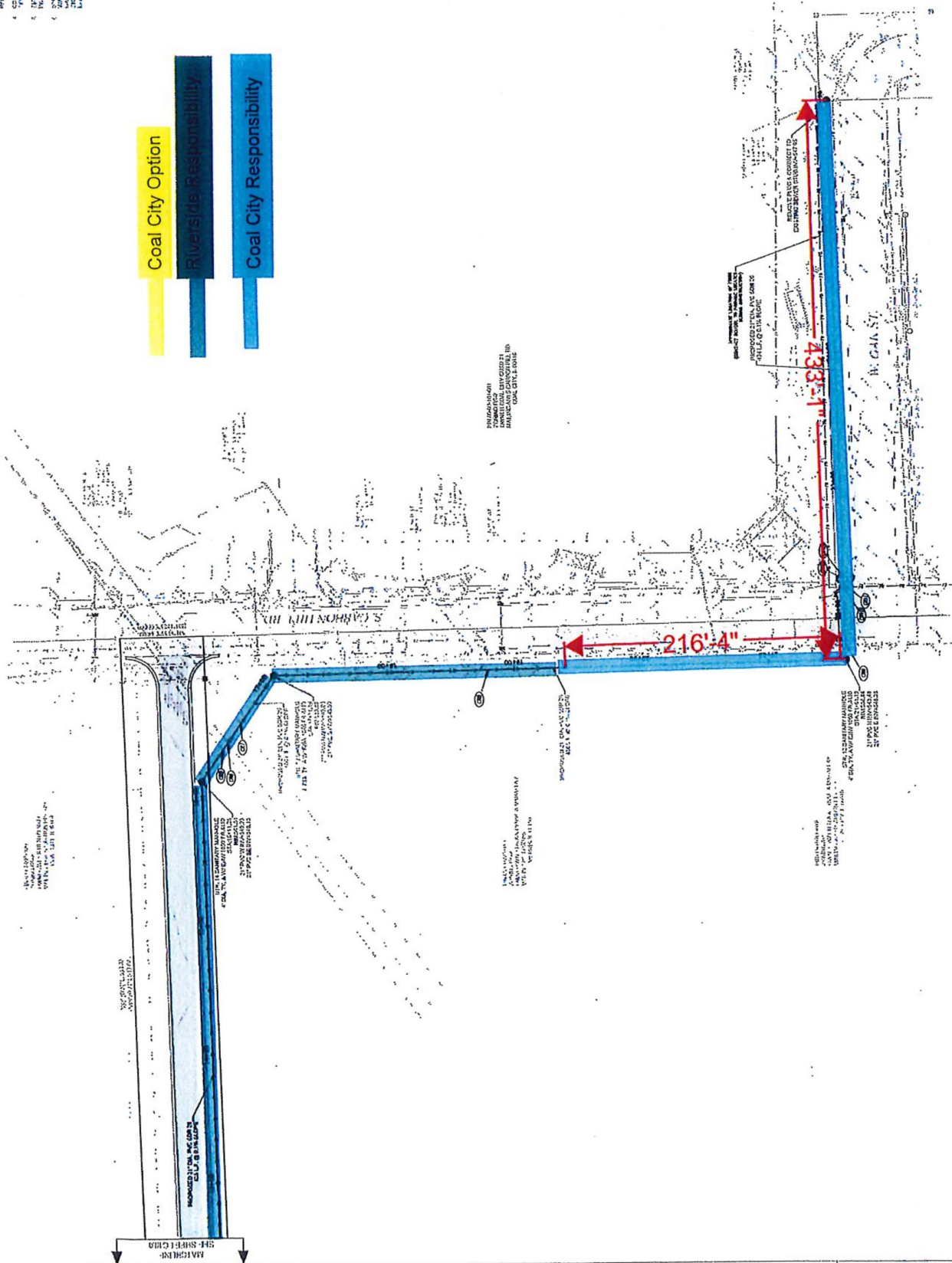
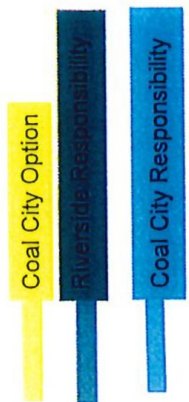
Property Information

PIN 09-04-226-007
 Deeded Acres 9.39
 Situs Address RIVERSIDE MEDICAL CENTER
 Situs City COAL CITY
 Situs Zip 60416
 Condensed Legal PT NE - BEG 681.02 SE NE COR, SE66 SW1311.22 NW701.09 NE157.21 NE118.47 SE351.84, NETOW LN E533 NE, SETO S LN N681 NE, NES33.01 TO POB SEC 4-32-8 DOC 483517
 Owner Name CHICAGO TITLE LAND TRUST
 CO 000000134176

[Zoom to](#)

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JECKERHOFF SAUNDERS
 ENGINEERS ARCHITECTS
 1000 W. 10th Street, Suite 100
 Omaha, NE 68102
 Phone: 402.441.1111
 Fax: 402.441.1112
 www.jeckerhoff.com

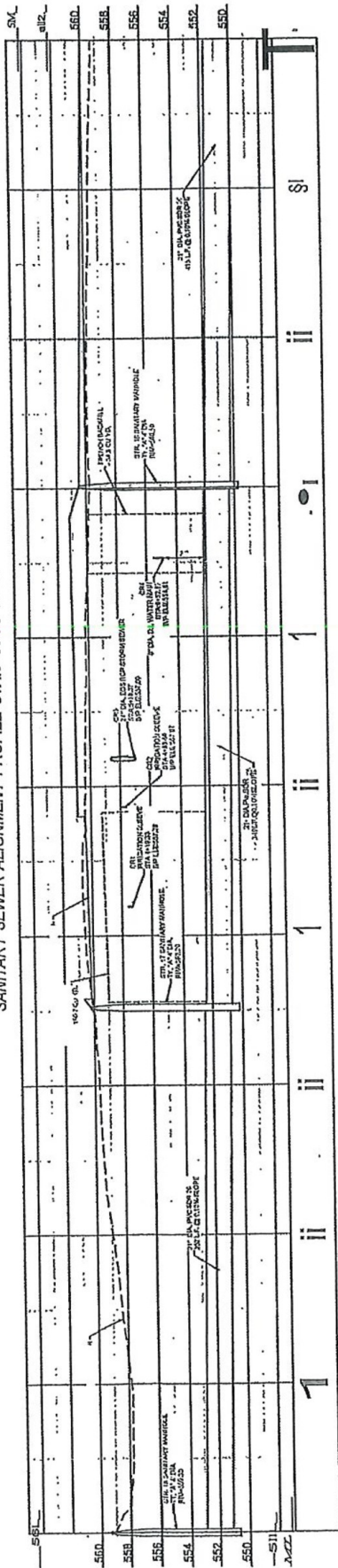
RIVERSIDE HEALTHCARE COAL CITY WEST EXPANSION
 2700 W. 10th Street, Suite 100
 Omaha, NE 68102

UTILITY PLAN

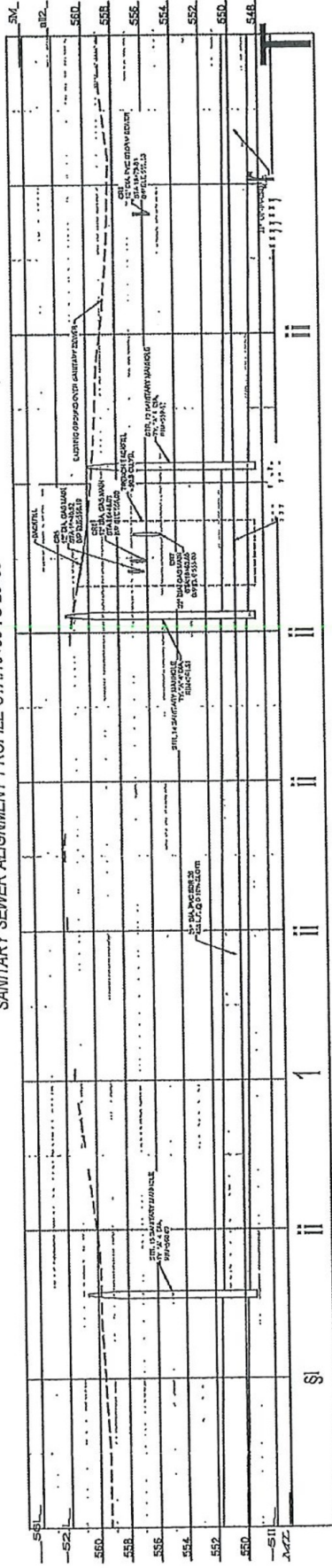
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EXHIBIT R-2

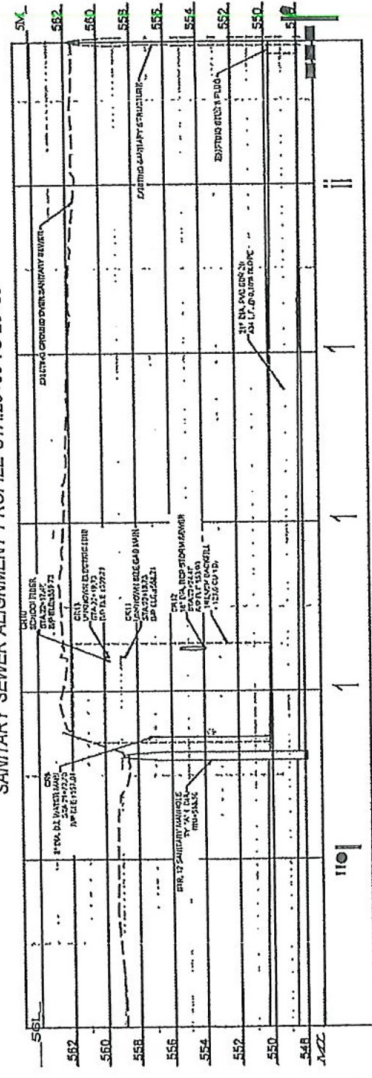
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SANITARY SEWER ALIGNMENT PROFILE STA:10+00 TO 20+00



SANITARY SEWER ALIGNMENT PROFILE STA:20+00 TO 25+85



114282 1 11-22-1987
ECKENHUFF SAUNDERS
 ENGINEERS
 1110 S. 17th Street, Suite 100
 Lincoln, Nebraska 68502

RIVERSIDE
 HEALTHCARE
 COAL CITY WEST
 EXPANSION
 57865.0785L-11330000LY, L0410

SANITARY SEWER
 PROFILE

SCALE
 HORIZONTAL 1" = 100'
 VERTICAL 1" = 10'

EXHIBIT B-3

C12.0

EXHIBIT C

