I, RUTH A. SCOTT, do hereby certify that I am the duly appointed Deputy City Clerk of the City of DeKalb, DeKalb County, Illinois, and as such officer, I am the keeper of the records and files of the City Council of said City.

I do further certify that the attached is a true and correct copy of:

RESOLUTION 2017-085

AUTHORIZING AN AGREEMENT WITH NORTHWESTERN MEDICINE, d/b/a KISHHEALTH SYSTEM, FOR PUBLIC IMPROVEMENTS AND SITE DEVELOPMENT.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois on the 24th day of July, 2017, and the original is now on file at the City of DeKalb Municipal Building.

WITNESS my hand and the official seal of said City this 29th day of September, 2017.

RUTH A. SCOTT, Deputy City Clerk

Prepared by and Returned to:

Deputy City Clerk Ruth Scott
City of DeKalb
200 South Fourth Street
DeKalb, IL 60115
RESOLUTION 2017-085  
PASSED: JULY 24, 2017

AUTHORIZING AN AGREEMENT WITH NORTHWESTERN MEDICINE, d/b/a KISHHEALTH SYSTEM, FOR PUBLIC IMPROVEMENTS AND SITE DEVELOPMENT.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home-rule municipality with the power and authority conferred thereupon by the City Code of the City of DeKalb, the Illinois Municipal Code and the Constitution of the State of Illinois; and

WHEREAS, the City is presently considering the development of a certain health and wellness center at 1 KishHealth Drive, DeKalb, Illinois, on property which is presently unincorporated; and

WHEREAS, the City Council is desirous of approving an agreement relating to the development of said site and its impact upon City owned and operated public infrastructure, and has determined that such agreement is necessary, advantageous and supports the public health, welfare and safety.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: The Agreement attached hereto as Exhibit 1 is hereby approved subject to such changes as shall be acceptable to the Mayor with the recommendation of City staff.

Section 2: That the City Clerk of the City of DeKalb, Illinois, be authorized and directed to attest the Mayor’s Signature and shall be effective thereupon. The City Clerk or designee shall also be authorized and directed to attest the Mayor’s Signature upon any agreement developed pursuant to this Resolution.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the day of 24th, 2017, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:

SUSANNA HERRMANN, City Clerk

JERRY SMITH, Mayor
AGREEMENT FOR SITE AND ROAD IMPROVEMENTS

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and Kishwaukee Community Hospital, an Illinois not-for-profit corporation hereinafter referred to as the "Hospital", (with the City and the Hospital being singularly referred to as a "Party" and collectively referred to herein as the "Parties"), with the Parties agreeing as follows:

WHEREAS, the Hospital currently owns and operates a facility located at 1 Kish Hospital Drive, DeKalb, Illinois known as Northwestern Medicine Kishwaukee Hospital on the area depicted on the attached Exhibit E ("the Campus"), and is expanding such facility with the construction of a roughly 104,000 square foot fitness and health center (the "Project") as contemplated on the plans attached hereto as Exhibit A (respectively “the Facility” and “the Stormwater Plans”); and,

WHEREAS, in the construction of the Facility, Hospital seeks to have permission to expand an existing entrance/exit point on Bethany Road at Northwest Loop Drive ("the Intersection") as described in the Exhibit B (the “Intersection Plans”, which together with the Stormwater Plans are referred to as the "Plans"), with Bethany Road being under the jurisdiction and control of the City; and,

WHEREAS, the Facility site is outside the corporate limits of the City, and has been subject to a zoning and permitting process administered by the County of DeKalb (the "County") which resulted in the preparation of a memorandum agreement between the City and the Hospital (the "Memorandum Agreement"), a condition of which is that the Hospital enter into a further agreement with the City regarding the improvement of the Intersection ("the Permit Condition"); and,

WHEREAS, City has advised the Hospital that in order to complete a lawful extraterritorial connection to City owned and maintained storm sewers as contemplated in the Stormwater Plans, it is necessary to enter into development agreement of this nature and the Parties have negotiated and agreed to the terms contained herein; and,

WHEREAS, the City and Hospital have entered into this Agreement for the purpose of fulfilling the Permit Condition and clarifying their respective obligations with regard to the development of the Facility and Campus and the completion of the Intersection Improvements (consisting of the Road Improvements and Traffic Signal, as defined below) and Stormwater Connections (as defined below).

NOW THEREFORE, in consideration of the mutual promises and covenants described herein, the Parties agree as follows:
A. Intersection Improvements:

The Parties acknowledge that the Facility is served by roadways under the control and jurisdiction of the City, and that the proposed development has an impact upon such roadways that generates the need for City involvement in the review of the Project. The City and Hospital acknowledge that Hospital is responsible for the construction of Road Improvements and is responsible for the construction of a Traffic Signal at the Intersection, based upon the terms of this Agreement. The Traffic Signal shall consist of a signal interconnect with the signal located on Bethany Road to the west at Greenwood Acres Drive and all controllers, wiring, lights, poles and improvements required to provide full signalization (including signalization for turning movements) at the Intersection. The Road Improvements shall consist of a channelized left hand turn lane for eastbound and westbound traffic on Bethany Road at the Intersection along with all relocation of the north leg private access road and required pavement, traffic lane markings, utility relocations, stormwater conveyance improvements, conduit for future signal installation and curb and gutter installation, and shall also be inclusive of related pavement and sidewalk improvements, as conceptually depicted on Exhibit B. The Hospital shall be responsible for all costs of constructing such improvements in accordance with the conceptual design attached hereto as Exhibit B (as modified consistent with the terms of this Agreement). The Community Development Director is authorized to approve of a final configuration for the Road Improvements and the Traffic Signal and right of way, and is authorized to issue any permits or permissions required for its construction; the City shall not unreasonably withhold or condition issuance of said approvals or permits. Provided that the Hospital’s proposed final engineering plans for the Intersection Improvements are complete and proper and are in compliance with the terms of this Agreement and then-current and applicable laws and ordinances as reasonably determined by the Community Development Director or designee, the City shall not unreasonably condition or withhold approval of the Intersection Plans or permitting the Intersection Improvements work.

1. Hospital to Construct: Subject to the terms of this Agreement, the Hospital shall be responsible for the acquisition of all rights of way and easements necessary for the construction, operation and maintenance of the Road Improvements (including opposing turn lanes and improvements on private property located north of the Intersection) and Traffic Signal (collectively, the “Intersection Improvements” as defined above). As more fully described below, the Intersection Improvements shall be substantially complete and operational prior to the first to occur of: 1) the date of first use or occupancy of the Facility; 2) the date of issuance of a temporary or final certificate of occupancy for the Project, as issued by the County; or, 3) July 1, 2019. Substantial completion shall mean that the Road Improvements have been constructed and are operational, but may not include the final lift of asphalt and/or completion of landscaping or grading in the right of way due to weather conditions as reasonably determined by the Parties.
a. Security: The Hospital shall post with the City of DeKalb a public improvement bond, letter of credit or other form of security (the "Security") in form and content reasonably acceptable to the County and the City Attorney in the amount to be One Hundred and Twenty Percent (120%) of the Engineer's Estimate of Probable Cost ("EOPC") for the Roadway Improvements, with the EOPC being subject to the reasonable approval of the City Engineer. The posting of the Security shall not in any way limit the Hospital's liability for all costs of the Intersection Improvements, including but not limited to land acquisition or the securing of easements. The Security shall be posted within sixty (60) days after the Effective Date. The City Manager shall be authorized to allow the reduction of the Security from time to time, but no more than once every one hundred and eighty (180) days, as related offsite work or public improvements within the Property are completed and approved by the City Engineer and prior to their acceptance of such improvements by the City.

b. Permits: The Community Development Director of the City shall be authorized and directed to issue all required City permits for such work upon the posting of the Security, and upon final approval of the final plans for the Intersection Improvements by the City. Construction of the Intersection Improvements may also require permits and approvals from the City of Sycamore and IDOT.

c. Satisfaction of Permit Condition:
   i. Upon the proper completion of the Intersection Improvements, (or the posting of cash escrow as provided in Section A(1)(c)(ii) below), the Community Development Director shall notify the County in writing that the completion of such improvement and acceptance of the terms of this Agreement satisfies the Permit Condition.
   ii. In the event that the Hospital reasonably determines that despite the exercise of its reasonable efforts it shall be unable to construct the Intersection Improvements within the period provided in Section A(1) above, the Hospital may obtain a release of the Permit Condition from the City by issuing written notice to the City of its inability by not later than March 1, 2018, and thereafter within seven (7) days complying with the following conditions:
      a. Providing the City with all easements as may be reasonably requested by the City in connection with the construction of the Intersection Improvements;
      b. Posting with the City a cash escrow in the amount described in Section A(1)(a) above.

Thereafter, the City shall, within a reasonable period, complete the Intersection Improvements, including acquisition of any required property, with all costs associated with the Intersection Improvements being at the Hospital's expense as
set forth in Section A(1)(d) of this Agreement. Upon completion of the Intersection Improvements, the City shall refund any portion of the escrow which was not expended in such process. In the event that the posted escrow is inadequate to complete the Intersection Improvements, the Hospital shall provide such additional funding as shall be required to complete the Intersection Improvements. The Hospital and City shall enter into an escrow agreement at the time of the posting of the escrow, in form and content reasonably acceptable to both Parties, consistent with this Section.

d. Costs: Subject to the terms of this Agreement, the Hospital shall bear all costs of constructing the Intersection Improvements, including but not limited to land acquisition, legal fees, construction and engineering costs, utility relocation, bonding, insurance and security costs, and all other costs whatsoever. In addition, the Hospital shall bear the costs of the escrow (if established as described above).

2. Acquisition of Right of Way: The Hospital and City shall immediately and expeditiously cooperate in good faith to negotiate with any affected private property owners to acquire rights of way required for the installation of the Intersection Improvements. Sidewalks shall be reinstalled on the southern right of way of Bethany Road, within public right of way that exists or shall be dedicated or acquired by the Hospital. In the event that such efforts to voluntarily purchase such property fail to produce a voluntary sale/acquisition within one hundred and twenty (120) days of the date of this Agreement, the City shall take all actions as shall be necessary to acquire all public or private property or right of way as shall be required to construct the Intersection Improvements, inclusive of initiating and undertaking an eminent domain action for the condemnation of private property for the construction of public roadway improvements. The Parties acknowledge that the City's initial steps to be taken in condemnation involve the completion of an appraisal and the bona fide offer to purchase the property and required property rights for fair market value, pursuant to Illinois law. All expenses associated with such acquisition or condemnation, including but not limited to court costs, legal fees, appraisal costs, voluntary purchase costs and costs of judgment (i.e. compensation for the property acquired) shall be borne directly by the Hospital. The Hospital shall, free of charge, provide all right of way or easements as shall be required for the purpose of constructing or maintaining the Intersection Improvements. Any and all easements granted shall include the City as a beneficiary of the rights and privileges conferred. Should the City proceed with the condemnation described herein, all expenses associated therewith shall be charged against the Professional Fee Escrow described in section E below. In addition, the Hospital shall, upon demand, provide all such funding as shall be required to pay for any voluntary purchase or condemnation judgment relating to such
acquisition, it being the intention of the Parties that the Hospital shall bear such costs directly.

3. Dedication of Right of Way: The Parties acknowledge that, based upon the Hospital’s current traffic study it is not anticipated that the development of the Facility will require the installation of a right hand turn lane for eastbound traffic leading into Northwest Loop (“Future Right Turn Lane”) or the installation of a left hand turn lane for westbound traffic leading into Greenwood Acres Drive (“Future Left Turn Lane”, and with the Future Right Turn Lane, the “Future Turn Lanes”). However, the Parties also acknowledge that the Future Turn Lanes could be warranted in the future. Accordingly, the Hospital shall dedicate to the City, at the time of construction of the Intersection Improvements, adequate public right of way for the installation of the Future Right Turn Lane and related public sidewalk and right of way area. Further, the Hospital shall not install any permanent, private improvements within either the area contemplated for the Future Turn Lanes. The Parties acknowledge that the conceptual plans attached hereto show an adequate setback of the Facility, as planned, from such future turn lanes and associated rights of way, including but not limited to the location of the stormwater detention basins associated with the Facility.

4. Future Improvement: The City shall bear the costs of operating and maintaining the Intersection Improvements, once installed, in accordance with the terms of this Agreement. The costs of installation of the Intersection Improvements shall be the responsibility of the Hospital pursuant to this Agreement. In the event that the Road Improvements or the Traffic Signal require modification, expansion or alteration at any point in the future during the term of this Agreement based upon the occurrence of changes in the nature or design of the Campus under Section (C) below, the Hospital shall bear the entirety of the cost. In the event that the Intersection Improvements (once installed) require modification, expansion or alteration during the term of this Agreement based on factors outside of Section (C), such as changes in traffic wholly not the responsibility of the Hospital, the Hospital shall not be responsible for the costs of such improvements.

5. Design Update / Initial Installation: The Parties acknowledge that the design of the Intersection Improvements, as depicted in the attached exhibits, is conceptual/preliminary in nature, and that such conceptual plans are acceptable once modified in accordance with this Agreement (e.g. with the depiction of the Traffic Signal, proposed easements and rights of way, relocation of the north leg of the private access drives at the Intersection, and sidewalk improvements). Within ninety (90) days of the Effective Date, the Hospital shall provide a proposed final design for the Intersection Improvements, showing the coordinated and complete design of both improvements, consistent with the preliminary plans and this Agreement. The proposed final design shall be subject to review and approval by the
Community Development Director, and shall be modified to comply with the comments of the City, consistent with prevailing engineering practices and the terms of this Agreement. If any modification of the final plans is requested by City of Sycamore or by the Illinois Department of Transportation ("IDOT"), the revisions shall be subject to review and approval by the City, and the Parties shall collaborate in good faith with Sycamore and IDOT to address such request.

B. Stormwater Management Facility Connection:

Through this Agreement, the Parties seek to memorialize the terms and conditions relating to the Hospital's connection to the City's existing stormwater conveyance system ("the System"), and to approve the Hospital's request to connect the Facility (and such portions of the Campus as may drain into City owned, operated or maintained stormwater conveyance infrastructure) to the System.

1. Permit Granted: Upon completing the response described in Section (B)(2) below in accordance with the terms of this Agreement, the City shall grant permission for the Hospital to construct and thereafter maintain a private stormwater detention system inclusive of two points of connection to the System, in compliance with the attached Exhibit A (or as authorized by the Community Development Director based upon approved changes to the Stormwater Plans, if any), subject to the terms of this Agreement.

2. Construction Requirements: The Hospital shall provide updated Stormwater Plans reasonably acceptable to the Community Development Director or designee to resolve all concerns described in the Engineering Comments attached hereto as Exhibit F, relating to the construction of the connections, and relating to the maintenance of sediment control facilities during construction. The Stormwater Connection and the on-site stormwater facilities connected thereto (or such portion thereof which has not been previously constructed as of the Effective Date) shall be subject to a 120% security in accordance with the provisions applicable to the Intersection Improvements under Section (A)(1) above. The City shall excuse compliance with this security requirement to the extent that the Hospital is able to demonstrate that such improvements are presently secured through a previously posted security established with the County.

3. Cleanout Obligation: The Hospital shall, upon completion, inspection and approval of its connection points to the City's system and upon the issuance of a final certificate of occupancy by the County, pay for the costs of flushing, repairing and clearing that portion of the City's storm sewers between the Hospital's connection points and the discharge of the City's storm sewers at the Kishwaukee River, to the extent that such action is reasonably required based upon the Hospital's construction activities or the construction of the Facility. Additionally, should the City identify sediment in
or damage to the above-referenced portion of the System at any point in time prior to the completion of the Final Cleanout that is reasonably attributable to the construction of the Facility or the Stormwater Connection, the Hospital shall pay for the costs of remediating and clearing that portion of the System between the Hospital’s connection points and the discharge of the City’s storm sewers at the Kishwaukee River. Such work shall be performed to the reasonable satisfaction of the City, at the Hospital’s sole cost.

4. Impact and Connection Fees: The Parties acknowledge that prior to the Effective Date, they had determined that the Hospital was not presently obligated to construct the Traffic Signal, and that the Future Right Turn Lane was not presently obligated to be dedicated or constructed. In recognition of the Hospital’s agreement to construct the full Intersection Improvements in accordance with the terms of this Agreement, and the Hospital’s agreement to convey right of way for the Future Right Turn Lane to the City at no additional cost (pursuant to Section A(3) of this Agreement), and in acknowledgement that the value of such improvements and dedication exceeds any previously proposed connection fee, the Parties agree that no connection fee, impact fee or other contribution (other than the obligations of this Agreement) shall be required for the Hospital to construct or maintain the Stormwater Connection required to service the Facility.

5. Compliance with City Ordinances: With respect to the connection to or discharge into the System, the Hospital agrees that it shall comply with all then-current requirements of the City Code of the City of DeKalb relating to such discharge, the use of City stormwater conveyance improvements, the terms or conditions associated with permitted connections, and the costs associated therewith.

6. Binding Effect: The Terms of this Section (B) shall survive the termination of this Agreement and shall remain in full force and effect for the duration of time that the Facility or any portion of the Campus is connected to the System.

7. Prior Connection: The City agrees and acknowledges that it shall not pursue any civil remedy for the construction of any previous connection(s) to the System prior to the Effective Date.

8. Future Maintenance: The Hospital agrees that it shall at all times maintain all of its stormwater systems on the Campus that connect, discharge to or which are tributary to the System in a fashion that complies with all City Codes and Ordinances relating thereto (despite the acknowledgement that such improvements are outside the corporate limits of the City). More specifically, the Hospital agrees that it shall perform all such maintenance as shall be required to prevent the discharge of any noxious or unlawful substance into the City’s stormwater conveyance system, and shall bear any
costs associated with the removal or remediation of any such substance discharged into the System, along with any costs of repair to the System that are attributable to the Hospital property or discharges therefrom, along with any fines, fees or costs associated with such discharges.

C. Future Development:

The Parties agree and acknowledge that future development of property owned by the Hospital at or in the vicinity of the Campus may have impact upon City operated utilities (such as the System) or upon traffic flow and streets and traffic signals and signal systems owned and maintained by the City just as the construction of the Facility has such an impact, as indicated in Section (A) above.

1. Notice: The Hospital agrees that it shall provide the City with not less than one hundred and twenty (120) days prior written notice of its intention: 1) to apply for any building permit for the construction of any new facility or facility expansion on the Campus or later acquired properties owned by the Hospital which are contiguous to any portion of the Campus where such proposed new construction or facility expansion results in an expansion of gross building floor area on the Campus; 2) to design or construct a proposed alteration in the Stormwater Connection or to any other City-owned stormwater conveyance improvement; or, 3) to design or construct a proposed change in the configuration or design of any roadway which is under City jurisdiction (with each of such occurrences being referred to herein as a "Development Proposal"). Such notice shall describe, in reasonable detail, the Development Proposal. It shall also provide a copy of any proposed or current site plans or other documents requested by the City depicting the proposed construction. The construction of any connection to the System or any change in the Stormwater Connection, and the construction of any new or modified connection to a street under City jurisdiction shall require the issuance of a permit by the City of DeKalb, which permit shall not be unreasonably conditioned or withheld.

2. Development Review: In the case of Development Proposal option one enumerated in Section (C)(1) above (new or expanded building floor area), the Parties shall meet to discuss such Notice as soon as practical after its delivery and shall collaborate in good faith to determine and to agree whether the provisions of this Agreement, including the posting of a professional fee escrow to cover the costs of City review of the Development Proposal, should be invoked, which agreement shall not be unreasonably conditioned or withheld. In the case of Development Proposal options two or three enumerated in Section (C)(1) above (proposed road or stormwater improvements), the City may unilaterally invoke the provisions of this Agreement, including a requirement to post a professional fee escrow to cover the costs of City review of the Development Proposal. At the time of providing notice, where required herein or as may be agreed to by the
Parties, the Hospital shall post a professional fee escrow as contemplated herein utilizing the then-current Professional Fee Reimbursement Agreement form provided by the City, and shall complete a plan review process with the City of DeKalb as a component of such project. The Hospital agrees that if the results of such review reasonably concludes that the Development Proposal has an impact upon the System or upon streets under City jurisdiction that reasonably requires certain improvements in order to address the Development Proposal, the Hospital shall complete such improvements as a condition of permit issuance. The Hospital further agrees that it shall not undertake any action or commence any construction which requires a permit or approval under City Code or the provisions of this Agreement without first having obtained such permit or approval.

3. Future Permits and Approvals: The Community Development Director is authorized to issue future permits and approvals pursuant to this Section (C) based upon the City's review of any materials submitted in compliance with the provisions of this Agreement and shall not unreasonably condition or withhold such permits.

D. [Reserved.]

E. Professional Fee Escrow:

The Parties acknowledge that the City has incurred and will continue to incur professional fees and expenses relating to the review of the Hospital's plans, the construction of public improvements by the Hospital, and the construction of private improvements within public rights of way or connecting to the City's public improvements. Such costs include, but are not limited to, the cost of plan reviews and approvals, and also include the costs associated with the inspection of public improvements and the conduct of construction observation relating to the construction of public improvements. The Hospital acknowledges that it is responsible for all such costs of review, and for the costs of professional inspection of and/or construction observation services relating to the aforesaid improvements ("Professional Fee Reimbursement Obligation"). The Hospital has previously posted an escrow with the City of DeKalb which sum shall be counted towards the Hospital's Professional Fee Reimbursement Obligation, and has further executed a Professional Fee Reimbursement Agreement in the form attached hereto as Exhibit C. The Hospital agrees that it shall at all times comply with such Agreement, as modified herein. Upon the completion of all improvements described herein, their acceptance by the City, and the completion of any maintenance period (or repairs required thereunder), the Professional Fee Reimbursement Agreement shall be terminated and any outstanding balance shall be refunded to the Hospital. The Parties acknowledge that the termination of the Professional Fee Reimbursement Agreement is subject to being reinstated as required under Section (C) hereof.
The City shall reasonably determine the required scope of plan review, professional inspections and construction observation conducted under this Agreement.

F. Site Control:

The Hospital acknowledges that, depending on weather conditions, construction traffic entering and leaving a construction site creates debris, especially dirt, dust, and mud on City-owned and maintained streets and roadways adjacent to the Campus. The Hospital agrees that it shall inspect and clean the streets and roadways adjacent to and within 1,000 feet of the entrance to the Hospital's construction site of debris that came from the Campus or in relation to the development of the Facility, and take measures to control dust as needed daily while construction is occurring on said site. Within the Property, the Hospital further agrees to periodically repair and replace soil erosion control fencing installed in connection with the construction of the Project so as to comply with applicable ordinances of the City and all NPDES Construction Site Activity requirements imposed by the IEPA. The Hospital shall also patch or repair damage to any roadway, path, driveway, sidewalk or other similar improvement within or adjacent to the Campus where such damage was caused by the Hospital's construction activities, prior to the conclusion of the maintenance period for any such improvement. In the event Hospital fails to clean the streets or repair or replace soil erosion control fencing as required, or fails to patch or repair any City-owned street, path, roadway or sidewalk within ten (10) business days after receipt of written or email notice from the City of Hospital's failure to comply with this provision, then the City may perform or contract with others to perform such undertaking and charge all costs thereof to the Hospital, or bill them against any escrow then held by the City. In the event that the City reasonably determines that the ten-business day waiting period presents an undue hazard to public welfare or safety, the City may take action without satisfying such waiting period. Hospital shall, within fifteen (15) business days following written notice from the City, reimburse the City for any expenditure so incurred. Prior to commencing any repair work, the Hospital shall notify the Public Works Director of the damage and proposed nature and scope of repair, and obtain the approval of the Public Works Director or designee. All repair work shall be performed to the reasonable satisfaction of the Public Works Director or designee.

G. Acceptance of Improvements and Maintenance Period:

Upon completion of the Intersection Improvement and their successful inspection thereof, the Community Development Director shall be authorized to accept the conveyance of such public improvements on behalf of the City. The Hospital shall provide a signed bill of sale for any items of personal property to be transferred to the City, and shall execute all documentation required to denote acceptance and transfer of ownership, warranties, and similar interests via bill of sale, at no cost to the City. Any right of way or easements relating to any public improvements described herein or otherwise required under the terms of this Agreement shall be
conveyed to the City by plat and/or by general warranty deed, in form and content reasonably acceptable to the Community Development Director, at no cost to the City (unless such improvements are outside the boundaries of City right of way following the construction of the Intersection Improvements and the dedications contemplated in this Agreement, in which case they shall be conveyed to the City of Sycamore or County of DeKalb, as appropriate, by general warranty deed and bill of sale). Prior to the acceptance of streets by the City, the streets shall be in a condition acceptable to the City in accordance with the requirements of the Uniform Development Ordinance and completed with the final lift of asphalt and any other required final improvements, and all punchlist items previously identified by the City shall be satisfied. Upon acceptance of any public improvement by the City in accordance with this Agreement, the Hospital shall be entitled to a corresponding release or reduction of any Performance Bond or Letter of Credit. For a twelve (12) month period following acceptance of any public improvement, the Hospital shall guarantee the workmanship of any public improvements constructed, and shall be responsible for the performance of any repairs or remediation required on such public improvements, as determined by the City Engineer, to return them to a condition in which they would be appropriate for initial acceptance by the City, including the repair of any ordinary wear and tear on the aforesaid improvements or the repair of any broken or damaged improvements. To secure the performance of this obligation, the Hospital shall provide a maintenance bond, letter of credit or other form of security (the “Maintenance Security”), subject to the same terms as described in Section A(1)(a) above which shall remain in place for the 12-month period from date of acceptance by the City. Said Maintenance Bond shall be equivalent to twenty percent (20%) of the value of the improvement constructed. The Hospital shall also be responsible for the repair of damage to any City-owned or maintained public improvement caused through the intentional or negligent conduct of Hospital, its contractors, subcontractors, agents, successors and assignees relating to the Project, and for the repair of any design or construction defect in any public improvement that is identified prior to or during the 12 month maintenance period (e.g. sagging sewer, sinkhole in roadway, etc.).

H. Term:

This Agreement shall have a term of twenty (20) years, commencing upon the date of execution by the last of the Parties to sign. This Agreement may be extended by further terms upon the Agreement of the Parties, and the City may require the extension of the same for periods not to exceed additional twenty-year periods at the time of construction of any future improvements under the terms of this Agreement.

I. Access to Systems:

The City shall not unreasonably limit, alter, condition, obstruct or remove the Stormwater Connection to the System, provided that the City has permitted the connection in question, as configured, under the terms of this Agreement.
J. Survival: Notwithstanding anything in this Agreement or implied by law to the contrary, and without prejudice to the survival of any other agreement of hereunder, the agreements and obligations of the Hospital set forth in Sections A, B, E, G, K, M, N and Q shall survive expiration or earlier termination of this Agreement.

K. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

L. Independent Contractor:

The Hospital acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Hospital and City acknowledge that the provisions of this Agreement shall be construed, pursuant to Carney v. Union Pacific Railroad Company, 2016 IL 118984, to provide the City with the right to stop or resume work on the Intersection Improvements and Stormwater Connection (pursuant to construction observation thereof), to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent Hospital, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Hospital. The City shall have no liability for Hospital's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where work is performed.

As between the City and the Hospital, the Hospital shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Hospital under this agreement shall be that of an independent contractor. Hospital will not be considered an employee to the City for any purpose. The Hospital shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

M. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Hospital is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.
N. **Indemnification:**

The Hospital shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Hospital shall assume all restitution and repair costs arising out of an error, omission and/or negligence, except to the extent solely due to the negligent or intentional misconduct of a City Indemnitee.

The Hospital agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Hospital or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. Such indemnification and defense obligation shall also extend to the scope and design of improvements constructed by the Hospital, the timing of construction of such improvements and the configuration of the Intersection. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Hospital, the Hospital's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, except to the extent solely due to the negligent or intentional misconduct of a City Indemnitee. The Hospital is solely responsible for determining the accuracy and validity of any information provided to the Hospital by the City or its representatives. The Hospital shall also indemnify and hold harmless the City from any claim arising out of or relating to the Prevailing Wage Act, 820 ILCS 130/1 et. seq., to the extent related to the Project.

This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Hospital under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois.

O. **Insurance and Licensure:**

The Hospital shall comply with all insurance requirements described on the attached Exhibit D. The Hospital agrees and warrants that it has procured all
licenses, permits or other official permissions required by any applicable law to perform the work contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Hospital shall provide a copy of any such licenses or permits upon the City's written request. All such insurance and licensure shall be provided without cost to the City.

The Hospital shall not commence work on the Intersection Improvements or further work on the Stormwater Connection until it has obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Hospital permit any contractor or subcontractor to commence work on the Intersection Improvements or commence further work on the Stormwater Connection until the same insurance has been obtained by the subcontractor. Where the insurance required under this Agreement is provided on "claims-made" basis instead of an occurrence basis, such insurance shall be maintained in place for not less than two (2) years following the completion of any repairs required at the conclusion of the maintenance period described herein, following acceptance of public improvements.

P. Additional Terms or Modification:

The terms of this Agreement shall be further modified as provided on the attached exhibits. Except for those terms included within an exhibit, no additional terms are included as a part of this Agreement. All prior understandings and agreements between the Parties are merged into this Agreement (including without limitation the Memorandum Agreement referenced in the recitals above), and this Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

Q. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City: For the Hospital:

City Manager Kishwaukee Community Hospital, c/o Northwestern Memorial HealthCare
City of DeKalb Office of General Counsel
200 S. Fourth Street 211 East Ontario Street, Suite 1800
DeKalb, IL 60115 Chicago, Illinois 60611

Attention: General Counsel

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.
R. Third Parties, Successors:

Nothing contained in this Agreement, nor the performance of the Parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party. This Agreement shall be binding upon all successors and assignees of either of the Parties, including but not limited to successor owners of any portion of the properties presently comprising the Campus.

S. Force Majeure:

If the performances of any obligation to be performed hereunder by either of the Parties is delayed as a result of circumstances that are beyond the reasonable control of such Party, where such 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. In the event such clause is invoked, the Parties shall negotiate in good faith to mitigate the consequences (of any) of delay.

T. Exhibits:

The following exhibits are incorporated herein by reference:

- Exhibit A: Site Plans with Stormwater Design
- Exhibit B: Conceptual Intersection Design
- Exhibit C: Professional Fee Reimbursement Agreement
- Exhibit D: Insurance Requirements
- Exhibit E: Hospital Campus
- Exhibit F: Stormwater Engineering Comments
Agreed to this __ day of July, 2017 (the "Effective Date").

City of DeKalb

Mayor

Hospital

President

Thomas L. Hefty

Digitally signed by Thomas L. Hefty
22-09-2017 08:21:20 -05'00"
Exhibit C

Professional Fee Reimbursement Agreement

This Professional Fee Reimbursement Agreement ("Agreement") is entered into as of the __ day of ____, 201__, between the City of DeKalb ("the City"), whose address is 200 S. Fourth Street, DeKalb, Illinois, and _______ __ __ __ __ ("Applicant"), whose address is _________________ with the City and the Applicant hereafter being referred to as "the Parties".

WHEREAS, on (date)________________, the Applicant has filed with the City a certain request for review ("Request") in the form of a:

- Petition for Annexation
- Plat of Subdivision
- Building Permit Request
- Site Plan Review Request
- Request to Construct or Alter a Public Improvement
- Other (specify): __________________________

and;

WHEREAS, the Request filed by Applicant contemplates __________________________

more fully described on the Request, which shall hereafter be referred to as "the Project".

WHEREAS, Applicant desires that the City, by and through its staff and professional consultants including but not limited to engineers, surveyors, planners and other consultants as the City shall deem necessary ("Professional Consultants"), review the Request and Project and evaluate them for conformity with the City’s Codes and Ordinances; and,

WHEREAS, if approved, Applicant wishes to construct the Project and understands that the City may use Professional Consultants to review the Project and the construction thereof to ensure conformity with any applicable permits, permissions, restrictions, codes, ordinances or other regulations; and,

WHEREAS, the Applicant recognizes that the City requires the Applicant to bear the cost of the Professional Consultants review of the Request and the Project pursuant to the terms and conditions of this Agreement; and,

WHEREAS, the Applicant wishes to benefit from the review of the Request and Project by the Professional Consultants in order to enable the Applicant to seek permission to construct the Project in accordance with applicable codes and regulations; and,

WHEREAS, it is the intent of the Applicant and the City to have the Applicant bear the expense of Professional Consultants utilized by the City relative to the Request and the Project;

Revised JL 7.28.2016
NOW THEREFORE, in consideration of the City's agreement to utilize Professional Consultants to review the Request and Project and provide a summary of the results of such Professional Consultants' review to the Applicant, and for other good and adequate consideration, the sufficiency of which is hereby acknowledged by the Parties, IT IS HEREBY AGREED AS FOLLOWS:

1. **Incorporation of Recitals:** The recitals to this agreement are incorporated by reference as if fully stated herein.

2. **Professional Fee Reimbursement:** The Applicant hereby agrees to reimburse, indemnify and hold harmless the City from any and all fees, charges, expenses or costs associated with the review and ongoing administration of the Request or the Project by the Professional Consultants, plus a five percent administrative fee imposed by the City ("Fees"). For purposes of this Agreement, Fees shall also include any legal expenses, costs, interest or other additional costs or penalties of any kind which the City or the Professional Consultants incur as a result of Applicant's failure to maintain sufficient funding in the Escrow Account. Applicant acknowledges that the selection of the Professional Consultants to be utilized hereunder shall be at the City's sole and absolute discretion. The Parties acknowledge that building plan review costs and building inspection costs are to be separately handled under the City's building permit fees. All obligations herein shall be in accordance with the provisions of City Code Section 9.05.

3. **Escrow Account to be Established:** The Applicant hereby agrees to submit to the City the sum of $___________, which shall be held by the City separately in an escrow account for the payment of Fees. The City shall provide the Applicant with a copy of any invoice to be paid out of the escrow account within thirty (30) days of its receipt. The Applicant shall be responsible for providing additional funding to maintain the funding in the escrow account at the amount prescribed above for the duration of the evaluation of the Request and the construction of the Project. The Applicant expressly acknowledges that the failure of the Applicant to maintain the escrow account at the prescribed level shall constitute grounds for the City to discontinue review of the Request or Project, refuse to issue permits or permissions for the Project, revoke existing permits or permissions for the Project, and/or issue stop work orders on the Project, in the City's sole and absolute discretion. In the alternative, the City may file suit to enforce the provisions of this Agreement.

4. **Expenses Subject to this Agreement:** The escrow account established by this Agreement may be utilized to pay any expense due and owing the City. Without regard to the escrow account, the Applicant agrees and acknowledges that it shall be responsible for all Fees incurred by the City in the review of the Request or Project, and any interest or penalties accruing thereupon.

5. **Termination of Escrow:** Within a reasonable time after completion of the Project or termination of the Request, the City shall deduct from the funds in the escrow account an amount sufficient to compensate all Professional Consultants for services rendered. In the event the amount in the escrow account is insufficient to cover such
expenses, Applicant shall be responsible for forwarding payment of any expenses not funded by the escrow account to the City within thirty (30) days of receipt of a notice from the City of the amount due. In the event the Applicant fails to forward payment within that timeframe, the City may choose from any combination of the following remedies: 1) revoke any permits or permissions issued for the Project or any other project involving the Applicant until all amounts due are satisfied and/or issue one or more stop work orders on the Project or any other projects involving the Applicant until all amounts due are satisfied; 2) refuse to consider any new Request or Project from the Applicant, or any new Request or Project pertaining to the Property which was the subject of the original Request until all amounts due are satisfied; 3) file suit in a court of competent jurisdiction under this Agreement or otherwise pursue collection of the amount claimed as due; 4) file a lien on any property relating to the Request or Project; or, 5) pursue any other remedy in law or equity which the City shall deem appropriate.

6. Term. This Agreement shall remain in place and effective until one year after the full and final satisfaction of any obligation of the Applicant hereunder, with such date being not earlier than one year after the conclusion of the Project or one year after the withdrawal of the Request by the Applicant, or such earlier date as the City shall deem appropriate.

7. Enforceability and Severability. This Agreement shall be enforceable by any party hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised from and the invalidity thereof shall not affect any of the other provisions contained herein.

   A. Any notice of demand hereunder from either party to the other shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail, return receipt requested, or personally delivered with evidence of receipt addressed as noted in the introduction to this Agreement, or to such address as any party may from time to time designate by notice to the other party.
   B. This Agreement may be executed in two or more counterparts, each of which, taken together, shall constitute one and the same instrument.
   C. Applicant shall be required to reimburse all Fees through the City and shall not make or attempt to make any payment directly to any Professional Consultant.
   D. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.
   E. No provision of this Agreement and no obligation of either party under this Agreement may be waived or amended except by an instrument in writing signed by both parties.
   F. Time is of the essence in the performance of each and every term, condition and covenant of this Agreement.
G. It is expressly agreed by the Parties that any dispute arising out of this Agreement shall be heard in the courts of the Twenty-Third Judicial Circuit, DeKalb County, Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

City of DeKalb:
BY: ______________________________________
ITS: ______________________________________

Applicant:
BY: ______________________________________
ITS: ______________________________________

Escrow Reimbursement contact information

Contact Person: ____________________________
Printed Name

Billing Address: ____________________________
Street

City        State        Zip Code

Contact Phone Number: ________________________

Revised JL 7.28.2016
Exhibit D:

Insurance Requirements:

1. All Contractors and All Contracts.

The Hospital shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Hospital shall produce a certificate evidencing current coverage, upon request from the City. Hospital shall comply with any indemnification and defense obligations described in the Agreement to which this Exhibit is appended.

2. Certificates and General Conditions:

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is an additional insured on such policy of insurance, shall indicate that such policies are primary and non-contributory and shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days' notice to the City. Hospital shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, its engineers, and all corporate bodies that exist as a subsidiary to the City.


Hospital shall also be required to provide the City with a Certificate of Insurance, in ACORD form and from an issuer reasonably acceptable to the City, indicating that the Hospital has obtained and maintains commercial general liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / Two Million Dollars ($2,000,000.00) per occurrence. Notwithstanding the foregoing, the Hospital reserves the right to self-insure through the use of a qualified self-insurance plan or trust.

4. Automobile Insurance Coverage:

Hospital shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer reasonably acceptable to the City, indicating that the Hospital has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person /
per occurrence. Notwithstanding the foregoing, the Hospital reserves the right to self-insure through the use of a qualified self-insurance plan or trust.

5. **Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:**

Hospital's engineers performing work on the Project, as employees or subcontractors, shall be required to maintain at least the following minimum insurance coverage:

   A. **Professional Liability / Malpractice:** Hospital shall also be required to provide the City with a Certificate of Insurance, in ACORD form and from an issuer reasonably acceptable to the City, indicating that the Hospital's engineers have obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

6. **Indemnification.**

The policy limits, availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Hospital's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Hospital's work or this Agreement.
August 9, 2017

Dan Olson
City of DeKalb
200 S Fourth Street
DeKalb, IL 60115

Project: Northwestern Medicine Kishwaukee Health and Fitness Center – 626 East Bethany Road

Dear Mr. Olson,

I have received final engineering documents for the subject project. The following documents were reviewed:

- Stormwater Detention Calculations - Northwestern Medicine Kishwaukee Health and Fitness prepared by Missman Inc., dated June 23, 2017 and received August 8, 2017 via e-mail.
- Civil Engineering Plans for Northwestern Medicine Kishwaukee Health and Fitness Center (16 Sheets) prepared by Missman Inc., dated August 8, 2017 and received August 8, 2017 via e-mail.

I find that all the prior review comments have been addressed and the plans and report are approved from a drainage review perspective. I have no objection to the initial connection of the project to the City storm sewer system at the two locations identified on the plans. The City will require the submittal of record plans indicating as-built detention volumes meet or exceed those proposed and the stormwater control structures are constructed per plan. Subsequent to approval of record plans the permanent storm sewer connections can be approved.

Do not hesitate to contact me should you have any questions.

Sincerely,

Greg Chismark, P.E.
WBK Engineering, LLC
Acting City Engineer

CC: Tim Holdeman
JoEllen Charlton
STANDBY LETTER OF CREDIT

DATE OF ISSUE : APRIL 25, 2018

APPLICANT
CDH-DELNOR HEALTH SYSTEM
D/B/A CADENCE HEALTH
541 N. FAIRBANKS COURT, SUITE 1631
CHICAGO, IL 60611

DATE AND PLACE OF EXPIRY
APRIL 25, 2019 SEE BELOW

BENEFICIARY
CITY OF DEKALB
ATTN: CITY MANAGER
200 S. FOURTH STREET
DEKALB, IL 60115

AMOUNT USD 1,026,789.89
U.S. DOLLARS ONE MILLION TWENTY SIX THOUSAND SEVEN HUNDRED EIGHTY NINE AND CENTS EIGHTY NINE ONLY

ADVISING BANK
NONE

RE: ROADWAY AND INTERSECTION IMPROVEMENTS AS DEFINED IN THE AGREEMENT BETWEEN THE CITY OF DEKALB AND NORTHWESTERN MEDICINE KISHWAUKEE HOSPITAL ("PROJECT")

WHEATON BANK & TRUST COMPANY, (THE "BANK"), HEREBY ESTABLISHES AND ISSUES THIS IRREVOCABLE LETTER OF CREDIT NO. SB182910059 (THE "LETTER OF CREDIT") IN FAVOR OF THE CITY OF DEKALB ("CITY") IN THE AMOUNT OF $1,026,789.89 WHICH IS AVAILABLE TO BE DRAWN UPON BY CITY UPON PRESENTATION TO US OF ITS DEMAND FOR PAYMENT, AS OUTLINED BELOW, ACCOMPANIED BY THE ORIGINAL OF THIS IRREVOCABLE LETTER OF CREDIT, AND ALL AMENDMENT(S), IF ANY.


THE ROADWAY AND INTERSECTION IMPROVEMENTS BREAKDOWN AS FOLLOWS:

PERFORMANCE
DIVISION "A" - ROADWAY IMPROVEMENTS AND APPURTENANCES
(ENGINEER'S ESTIMATE = $579,634.00)
RETAI NAGE AMOUNT OF 20% OF TOTAL ENGINEER'S ESTIMATE = $115,926.80
DIVISION "B" - TRAFFIC SIGNAL IMPROVEMENTS AND APPURTENANCES
(ENGINEER'S ESTIMATE = $276,024.00)
STANDBY LETTER OF CREDIT

DATE OF ISSUE : APRIL 25, 2018

CONTINUATION OF STANDBY LETTER OF CREDIT NUMBER

APPLICANT
CDH-DELNOR HEALTH SYSTEM
D/B/A CADENCE HEALTH
541 N. FAIRBANKS COURT, SUITE 1631
CHICAGO, IL 60611

DATE AND PLACE OF EXPIRY
APRIL 25, 2019 SEE BELOW

BENEFICIARY
CITY OF DEKALB
ATTN: CITY MANAGER
200 S. FOURTH STREET
DEKALB, IL 60115

RETAINAGE AMOUNT OF 20% OF TOTAL ENGINEER'S ESTIMATE = $55,204.80

TOTAL ENGINEER'S COST ESTIMATE: = $855,658.00
120% OF TOTAL ENGINEER'S COST ESTIMATE: = $1,026,789.60

MAINTENANCE
DIVISION "A" - ROADWAY IMPROVEMENTS AND APPURTENANCES
DIVISION "B" - TRAFFIC SIGNAL IMPROVEMENTS AND APPURTENANCES

THE ABOVE DIVISIONS SHALL NOT PRECLUDE THE CITY FROM DRAWING FUNDS ALLOCATED FOR WORK OF ONE DIVISION FROM ANOTHER DIVISION REGARDLESS OF WHETHER THE WORK IS COMPLETED FOR THE DIVISION FROM WHICH THE FUNDS ARE DRAWN UNDER THIS LETTER OF CREDIT.

THE AFOREMENTIONED IMPROVEMENTS SHALL BE CONSTRUCTED BY CDH-DELNOR HEALTH SYSTEM D/B/A CADENCE HEALTH (THE "OWNER"), IN ACCORDANCE WITH PLANS AND SPECIFICATIONS ENTITLED NORTHWESTERN MEDICINE KISHWAUKE BETHANY ROAD WIDENING PROJECT AND COST ESTIMATES PREPARED BY BRADLEY S. LANGE, PROFESSIONAL ENGINEER, DATED APRIL 9, 2018.

WE HEREBY AGREE THAT THIS LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT UP TO THE EXPIRY DATE INDICATED HEREIN, OR ANY EXTENDED EXPIRY DATE, AND PERTAIN TO ANY AND ALL AMENDMENTS OR MODIFICATIONS WHICH MAY BE MADE FROM TIME TO TIME TO THE PLANS, SPECIFICATIONS AND COST ESTIMATES FOR SAID ROADWAY AND INTERSECTION IMPROVEMENTS REGARDLESS OF WHETHER WE HAVE BEEN GIVEN NOTICE OF SUCH AMENDMENTS OR MODIFICATIONS PROVIDED SUCH AMENDMENTS DO NOT ALTER THE TERMS OF THIS LETTER OF CREDIT.

THIS IRREVOCABLE LETTER OF CREDIT SHALL EXPIRE AT OUR OFFICE, AT OUR ADDRESS INDICATED HEREIN, AS OF OUR CLOSE OF BUSINESS ON APRIL 25, 2019 PROVIDED, HOWEVER, THAT WE NOTIFY THE CITY CLERK AND CITY ADMINISTRATOR, AT THE BENEFICIARY'S ABOVE ADDRESS, BY COURIER, CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, AT LEAST NINETY (90) DAYS PRIOR TO SAID EXPIRY DATE THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE. IN NO EVENT SHALL THIS LETTER OF
STANDBY LETTER OF CREDIT

<table>
<thead>
<tr>
<th>DATE OF ISSUE : APRIL 25, 2018</th>
<th>CONTINUATION OF STANDBY LETTER OF CREDIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DATE AND PLACE OF EXPIRY</td>
</tr>
<tr>
<td></td>
<td>APRIL 25, 2019 SEE BELOW</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>BENEFICIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDH-DELNOR HEALTH SYSTEM</td>
<td>CITY OF DEKALB</td>
</tr>
<tr>
<td>D/B/A CADENCE HEALTH</td>
<td>ATTN: CITY MANAGER</td>
</tr>
<tr>
<td>541 N. FAIRBANKS COURT, SUITE 1631</td>
<td>200 S. FOURTH STREET</td>
</tr>
<tr>
<td>CHICAGO, IL 60611</td>
<td>DEKALB, IL 60115</td>
</tr>
</tbody>
</table>

CREDIT, OR THE OBLIGATIONS CONTAINED HEREIN, EXPIRE EXCEPT UPON SAID PRIOR WRITTEN NOTICE TO THE CITY, IT BEING EXPRESSLY AGREED BY BANK THAT THE ABOVE EXPIRY DATE SHALL BE EXTENDED AS REQUIRED TO COMPLY WITH THIS NOTICE PROVISION.

DEMANDS ON THIS LETTER OF CREDIT SHALL BE MADE BY PRESENTING TO WHEATON BANK & TRUST COMPANY, AT OUR ADDRESS INDICATED BELOW, A LETTER FROM THE MAYOR OF THE CITY DEMANDING PAYMENT, REFERENCING THE LETTER OF CREDIT NUMBER AND DEMAND AMOUNT, ACCOMPANIED BY EITHER, A) A CERTIFICATE, DULY COMPLETED, SIGNED BY THE DIRECTOR OF PUBLIC WORKS FOR THE CITY, OR A DESIGNEE THEREOF, OR B) A COPY OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY. SUCH CERTIFICATE OR RESOLUTION SHALL CERTIFY:

1. LETTER OF CREDIT NO. SB182910059 WILL EXPIRE WITHIN SIXTY (60) DAYS AND HAS NOT BEEN AMENDED TO EXTEND THE EXPIRATION DATE FOR ONE YEAR TO COVER MAINTENANCE OF THE IMPROVEMENTS; OR

2. THE ROADWAY AND INTERSECTION IMPROVEMENTS HAVE NOT BEEN COMPLETED BY THE DEVELOPER OR OWNER, AS DEFINED IN THE LETTER OF CREDIT, AT LEAST SIXTY (60) DAYS PRIOR TO THE LETTER OF CREDIT EXPIRATION DATE; OR

3. THE OWNER OR DEVELOPER HAS FAILED TO REPAIR ANY OF THE ROADWAY AND INTERSECTION IMPROVEMENTS AS IDENTIFIED UNDER MAINTENANCE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER THE DATE OF ACCEPTANCE BY THE CITY COUNCIL AND THAT THE OWNER OR DEVELOPER HAS BEEN NOTIFIED BY THE CITY OF THE UNSATISFACTORY PERFORMANCE OF SUCH IMPROVEMENTS AND SUCH UNSATISFACTORY IMPROVEMENT HAS NOT BEEN REPAIRED AFTER NOTICE TO OWNER OR DEVELOPER, OR


WITH RESPECT TO THE CERTIFICATIONS MENTIONED ABOVE, THE BANK IS TO ACCEPT SUCH...
<table>
<thead>
<tr>
<th>STANDBY LETTER OF CREDIT</th>
<th>PAGE 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE OF ISSUE : APRIL 25, 2018</td>
<td>CONTINUATION OF STANDBY LETTER OF CREDIT NUMBER</td>
</tr>
<tr>
<td>1STANDBY LETTER OF CREDIT</td>
<td>SB 182910059</td>
</tr>
<tr>
<td>DATE AND PLACE OF EXPIRY</td>
<td>APRIL 25, 2019 SEE BELOW</td>
</tr>
<tr>
<td>APPLICANT</td>
<td>BENEFICIARY</td>
</tr>
<tr>
<td>CDH-DELNOR HEALTH SYSTEM</td>
<td>CITY OF DEKALB</td>
</tr>
<tr>
<td>D/B/A CADENCE HEALTH</td>
<td>ATTN: CITY MANAGER</td>
</tr>
<tr>
<td>541 N. FAIRBANKS COURT, SUITE 1631</td>
<td>200 S. FOURTH STREET</td>
</tr>
<tr>
<td>CHICAGO, IL 60611</td>
<td>DEKALB, IL 60115</td>
</tr>
</tbody>
</table>

CERTIFICATIONS AS BINDING AND CORRECT WITHOUT INVESTIGATION OR RESPONSIBILITY FOR THE ACCURACY, VERACITY, CORRECTNESS OR VALIDITY OF THE SAME OR ANY PART THEREOF.

BANK AGREES THAT THIS LETTER OF CREDIT SHALL NOT BE REDUCED OR CANCELLED PRIOR TO ITS EXPIRY DATE, UNLESS BANK IS IN RECEIPT OF A CERTIFICATE FROM THE CITY COUNCIL FOR THE CITY OF DEKALB, OR A DESIGNEE THEREOF, CERTIFYING THAT THIS LETTER OF CREDIT MAY BE REDUCED AND THE AMOUNT BY WHICH IT MAY BE REDUCED OR THAT IT MAY BE CANCELLED. IN NO EVENT SHALL THE CITY BE OBLIGATED TO PROCESS MORE THAN TWO (2) REQUESTS FOR REDUCTION IN ANY TWELVE MONTH PERIOD. THE OUTSTANDING BALANCE OF THIS LETTER OF CREDIT SHALL BE THE FACE AMOUNT OF THIS LETTER OF CREDIT LESS ANY DRAWS HONORED BY BANK PLUS ANY REDUCTION AMOUNT(S), AS OUTLINED ABOVE, PROVIDED, HOWEVER, THAT THE OUTSTANDING BALANCE OF THIS LETTER OF CREDIT SHALL NOT BE REDUCED TO LESS THAN 20% OF ITS INITIAL FACE AMOUNT UNTIL THE DEKALB CITY COUNCIL HAS ACCEPTED AND/OR APPROVED ALL OF THE AFOREMENTIONED IMPROVEMENTS BY VIRTUE OF A RESOLUTION DULY ADOPTED THEREBY, AND THE DIRECTOR OF PUBLIC WORKS, OR HIS DESIGNEE, HAS CERTIFIED THAT THE CITY COUNCIL HAS AGREED TO CANCEL THIS LETTER OF CREDIT. NOTWITHSTANDING THE ABOVE, THIS LETTER OF CREDIT WILL BE CONSIDERED NULL AND VOID 1 BUSINESS DAY FOLLOWING ITS EXPIRY DATE.

WE ARE INFORMED THAT THE ROADWAY AND INTERSECTION IMPROVEMENTS MAY BE SUBJECT TO THE APPROVAL OF AND ACCEPTANCE BY OTHER GOVERNMENTAL AGENCIES, BUT THE APPROVAL OF A RESOLUTION BY THE DEKALB CITY COUNCIL SHALL NONETHELESS BE REQUIRED FOR CANCELLATION OF THE LETTER OF CREDIT, PRIOR TO THE STATED EXPIRY DATE. WE ARE ALSO INFORMED THAT THIS IRREVOCABLE LETTER OF CREDIT COVERS ALL OF THE ROADWAY AND INTERSECTION IMPROVEMENTS DESCRIBED HEREIN, AND THAT THE CITY HAS THE AUTHORITY TO DRAW UPON THIS LETTER OF CREDIT FOR ALL OR ANY PORTION OF THE ROADWAY AND INTERSECTION IMPROVEMENTS, EITHER FOR THE BENEFIT OF THE CITY OR FOR THE BENEFIT OF OTHER PUBLIC ENTITIES OR PRIVATE LANDOWNERS WHOSE PROPERTIES OR INTERESTS ARE AFFECTED BY THE CONSTRUCTION OF THE ROADWAY AND INTERSECTION IMPROVEMENTS, IT BEING ACKNOWLEDGED THAT THE CITY IS HOLDING THIS LETTER OF CREDIT FOR THE BENEFIT OF ALL CONCERNED. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL HAVE NO LIABILITY TO ANY THIRD PARTY BASED UPON THE
STANDBY LETTER OF CREDIT

DATE OF ISSUE: APRIL 25, 2018

APPLICANT
CDH-DELNOR HEALTH SYSTEM
D/B/A CADENCE HEALTH
541 N. FAIRBANKS COURT, SUITE 1631
CHICAGO, IL 60611

BENEFICIARY
CITY OF DEKALB
ATTN: CITY MANAGER
200 S. FOURTH STREET
DEKALB, IL 60115

CITY'S FULL OR PARTIAL RELEASE OF ANY PORTION OF THIS LETTER OF CREDIT.

PARTIAL DRAWINGS AND MULTIPLE DRAWINGS ARE ALLOWED.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO IN THIS LETTER OF CREDIT, EXCEPT ONLY THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS REFERRED TO HEREIN, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY SUCH DOCUMENT, INSTRUMENT OR AGREEMENT.

WE HEREBY ENGAGE WITH YOU THAT ALL DEMANDS FOR PAYMENT MADE IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED AFTER PRESENTATION TO WHEATON BANK & TRUST COMPANY, C/O OUR SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP, 231 S. LASALLE STREET, 13TH FLOOR, CHICAGO, IL 60604, REFERENCING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO WHEATON BANK & TRUST COMPANY, C/O OUR SERVICE PROVIDER, WINTRUST FINANCIAL CORPORATION, ATTN: INTERNATIONAL SERVICES GROUP AT THE ADDRESS INDICATED HEREIN REFERENCING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY UNIT AT 1-312-981-0767 OR BY EMAIL TO OUR INTERNATIONAL SERVICES GROUP AT INTERNATIONALSERVICES@WINTRUST.COM.

THE UNDERSIGNED INSTITUTION HEREBY REPRESENTS AND WARRANTS TO THE CITY THAT IT HAS THE FULL POWER, RIGHT AND AUTHORITY TO DELIVER THIS LETTER OF CREDIT, THAT THE SAME IS WITHIN ALL LENDING LIMITS OF SUCH INSTITUTION, IS IN FULL CONFORMITY WITH ALL STATE AND FEDERAL LAW, AND THAT THE SAME IS BINDING IN ACCORDANCE WITH ITS TERMS ON THE UNDERSIGNED INSTITUTION. ALL ACTS, REQUIREMENTS AND OTHER PRECONDITIONS FOR THE ISSUANCE OF THIS LETTER OF CREDIT HAVE BEEN COMPLETED.

THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY

231 S. LASALLE STREET, 13TH FLOOR, CHICAGO IL 60604
Email: internationalservices@wintrust.com Fax: 877-501-9556 SWIFT: WTFCUS44
# STANDBY LETTER OF CREDIT

<table>
<thead>
<tr>
<th>DATE OF ISSUE : APRIL 25, 2018</th>
<th>CONTINUATION OF STANDBY LETTER OF CREDIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number SB 182910059</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE AND PLACE OF EXPIRY</th>
</tr>
</thead>
<tbody>
<tr>
<td>APRIL 25, 2019 SEE BELOW</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPLICANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDH-DELNOR HEALTH SYSTEM</td>
</tr>
<tr>
<td>D/B/A CADENCE HEALTH</td>
</tr>
<tr>
<td>541 N. FAIRBANKS COURT, SUITE 1631</td>
</tr>
<tr>
<td>CHICAGO, IL 60611</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BENEFICIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF DEKALB</td>
</tr>
<tr>
<td>ATTN: CITY MANAGER</td>
</tr>
<tr>
<td>200 S. FOURTH STREET</td>
</tr>
<tr>
<td>DEKALB, IL 60115</td>
</tr>
</tbody>
</table>

CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600.

********** END OF CREDIT **********

**THIS AREA INTENTIONALLY BLANK**

This document consists of 6 pages.

Yours faithfully,
FOR AND ON BEHALF OF
WHEATON BANK & TRUST COMPANY

Authorized Signature(s)
PERMANENT EASEMENT FOR HIGHWAY PURPOSES

Prepared by and after recording return to:

Thomas L. Hefty
Northwestern Memorial HealthCare
211 East Ontario Street, Suite 1800
Chicago, Illinois 60611
Thomas.Hefty@nm.org

RESOURCE BANK NA, a national banking association, and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to due authority given by its board, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of DeKalb, an Illinois municipal corporation (Grantee), a permanent easement for the purpose of roadway, sidewalks, curb, gutter, public utilities, and other related public right of way purposes, on, over and through the following described real estate:

See legal description attached hereto as Exhibit 1

situated in the County of DeKalb, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption laws of the State of Illinois. The above-described real estate and improvements located therein are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor’s remaining property, except as herein expressly granted; provided, however, Grantor’s use and occupation of the premises may not interfere with Grantee’s use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting of the Grantor’s board of directors held on the ___ day of June, 2018.
Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 28th day of June, 2018.

RESOURCE BANK NA, a national banking association

By: 
Name: 
Title: 

State of Illinois )
) ss
County of Dekalb 

This instrument was acknowledged before me on June 28, 2018, by 

Richard Katz, as President 
of 

Resource Bank, N.A.

(SEAL) 

Erin Kneberg 
Notary Public, State of Illinois 
My Commission Expires 01-07-2021

My Commission Expires: 1-7-2021
PERMANENT EASEMENT DESCRIPTION

Part of Lot 1 of DeKalb Medical Plaza, in the city of DeKalb, County of DeKalb, State of Illinois, more particularly described as follows:

Beginning at the Southeast corner of Lot 2 of said DeKalb Medical Plaza;

Thence North 03 degrees 32 minutes 53 seconds East along the east line of said Lot 2, a distance of 10.00 feet;

Thence South 86 degrees 27 minutes 16 seconds East, a distance of 88.39 feet to the east line of said Lot 1;

Thence South 03 degrees 32 minutes 44 seconds West along said east line, a distance of 10.00 feet to the north right of way line of Bethany Road;

Thence North 86 degrees 27 minutes 16 seconds West along said north right of way line, a distance of 88.39 feet to the Point of Beginning.

The above described parcel contains 884 square feet, more or less as shown by the attached Permanent Easement Plat.

For the purpose of this description the east line of said Lot 2 is assumed to bear North 03 degrees 32 minutes 53 seconds East.
PERMANENT EASEMENT DESCRIPTION

Part of Lot 2 of DeKalb Medical Plaza, in the city of DeKalb, County of DeKalb, State of Illinois, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2;

Thence North 86 degrees 27 minutes 16 seconds West along the north right of way line of Bethany Road, a distance of 86.55 feet;

Thence North 03 degrees 32 minutes 44 seconds East along said north right of way line, a distance of 10.00 feet;

Thence South 86 degrees 27 minutes 16 seconds East, a distance of 86.55 feet to the easel line of said Lot 2;

Thence South 03 degrees 32 minutes 53 seconds West along said east line, a distance of 10.00 feet to the Point of Beginning.

The above described parcel contains 856 square feet, more or less as shown by the attached Permanent Easement Plat.

For the purpose of this description the North right of way line of Bethany Road is assumed to bear North 86 degrees 27 minutes 16 seconds West.
Scott, Ruth

From: Charlton, Jo Ellen
Sent: Thursday, July 26, 2018 4:30 PM
To: Scott, Ruth; Olson, Dan
Subject: Fwd: Permanent Easement from Resource to DeKalb
Attachments: image001.png; ATT00001.htm; Easement doc #201807071.pdf; ATT00002.htm

Follow Up Flag: Follow up
Flag Status: Flagged

For files.

Sent from my iPhone

Begin forwarded message:

From: "Cloutier, Charles S" <charles.cloutier@nm.org>
Date: July 26, 2018 at 4:22:18 PM CDT
To: "Charlton, Jo Ellen" <Joellen.Charlton@CITYOFDEKALB.com>
Subject: Permanent Easement from Resource to DeKalb

[NOTICE: This message originated outside of the City Of DeKalb mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Jo Ellen-

For your records, attached is a copy of the permanent easement Resource Bank has granted to the City of DeKalb. It has been recorded.

Thanks.

Charles S. Cloutier
Director, Planning & Construction
Northwestern Memorial HealthCare

25 N. Winfield Road
Winfield, IL 60190
630.933.5609 office
630.674.9220 cell
Charles.Cloutier@nm.org
nm.org
<table>
<thead>
<tr>
<th>AMENDMENT NO 1</th>
<th>PAGE 1</th>
<th>AMENDMENT TO STANDBY TO LETTER OF CREDIT</th>
<th>NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATED MARCH 20, 2019</td>
<td></td>
<td>LETTER OF CREDIT ISSUE DATE: APRIL 25, 2018</td>
<td>SB 182910059</td>
</tr>
</tbody>
</table>

**APPLICANT**

CDH-DELNOR HEALTH SYSTEM  
D/B/A CADENCE HEALTH  
541 N. FAIRBANKS COURT, SUITE 1631  
CHICAGO, IL 60611

**BENEFICIARY**

CITY OF DEKALB  
ATTN: CITY MANAGER  
200 S. FOURTH STREET  
DEKALB, IL 60115

**ADVISING BANK**

NONE

**THIS AMENDMENT IS TO BE CONSIDERED AN INTEGRAL PART OF THE ABOVE MENTIONED CREDIT AND MUST BE ATTACHED THERETO**

**THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:**

CREDIT AMOUNT DECREASED BY USD812,875.39 TO A NEW AGGREGATE AMOUNT OF USD213,914.50.

THE EXPIRY DATE HAS BEEN EXTENDED TO APRIL 25, 2020.

THE APPLICANT'S NAME HAS CHANGED TO:  
NORTHWESTERN MEMORIAL HEALTHCARE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS AMENDMENT WILL ONLY BECOME EFFECTIVE UPON OUR RECEIPT OF BENEFICIARY'S CONSENT. PLEASE INDICATE YOUR ACCEPTANCE/REFUSAL OF THE ABOVE MENTIONED AMENDMENT BY SIGNING THE ATTACHED AND MAILING IT BACK TO US IN THE SELF ADDRESSED ATTACHED ENVELOPE.

********** END OF AMENDMENT **********

YOURS FAITHFULLY,  
FOR AND ON BEHALF OF  
WHEATON BANK & TRUST COMPANY

**AUTHORIZED SIGNATURE(S)**