

MEMORANDUM

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

TO: Thomas Thomas, City Manager

SUBJECT: Black Hawk College

DATE: 2/14/13

Black Hawk College purchase agreement is part of the redevelopment of Watchtower Plaza. The contract call for the City to construct a new building located in the former Trailer Park at the intersection of 11th Street and Black Hawk Road. The actual construction will be built by the 11th Street Development Partners LLC as part of a separate agreement. Black Hawk College will anchor this new development will attract additional office and retail tenants. The new facility will allow Black Hawk College to continue its mission of training our local work force.

Recommendation:

Council authorize the purchase property owned by Black Hawk College for the following compensation \$406,000 moving and relocation expenses and \$1,751,747 for the construction of a new building subject to minor modification being implemented by the parties legal counsel prior to execution and authorize the City Manager to execute the contract documents at his discretion.

Submitted by: Jeffery A. Eder, Community and Economic Development Director

Approved: Thomas Thomas, City Manager

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") made and entered into as of this _____ day of February, 2013, by and between The City of Rock Island, Illinois, ("The City"), and Black Hawk College ("The College"). In consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The College and The City agree as follows:

I. RECITALS

Black Hawk College hereby acknowledges and agrees that in exchange and as consideration for the sale of Black Hawk College's sale of a portion of Blackhawk College, having an address of 3915 – 9th Street, Rock Island, Illinois, and legally known as Parcel SRI-5048 as shown in **Exhibit A**, the City of Rock Island hereby agrees to transfer title of land having an address of _____, Rock Island, Illinois, and legally known as Parcel SRI-_____ as shown in **Exhibit B**, pay four-hundred and six-thousand dollars (\$406,000.000) for a Moving Relocation Expense, and pay one-million seven-hundred fifty-one thousand and seven-hundred forty-six dollars and fifty cents (\$1,751,746.50) for the construction of a new building at Parcel SRI-_____, marked as **Building C** in **Exhibit C**.

Earnest Money of \$1,000.00 in the form of a check which shall be held in trust by Meridian Title Company, as a part of the cash at closing.

NOW THEREFORE, the parties agree as follows:

- A. This Agreement shall constitute an Agreement for the Purchase and Sale of a portion of Black Hawk College, located at 3915 9th Street, Rock Island, Illinois, and legally known as Parcel SRI-5048 situated in the County of Rock Island and the State of Illinois, subject to the terms and conditions hereof. Black Hawk College shall transfer title of Parcel SRI-5048 to the City of Rock Island in exchange for title of the land located at _____, legally known as Parcel SRI-_____ situated in the County of Rock Island the State of Illinois, subject to the terms and conditions hereof. In further consideration for the Purchase and Sale of Parcel SRI-5048, the City of Rock Island hereby agrees to pay for the cost to construct a new 13,986 square foot building to be located at _____, legally known as Parcel SRI-_____, subject to the terms and conditions hereof.
- B. The City of Rock Island agrees to pay one-million seven-hundred fifty-one thousand and seven-hundred forty-six dollars and fifty cents (\$1,751,746.50) for the construction of a new 13,986 square foot building on Parcel SRI-_____, estimated at \$125.25 per square foot, as shown in **Exhibit D**. Thereinafter, the right to full and exclusive possession of the land and newly constructed building will belong to Black Hawk College.

AGREEMENT OF PURCHASE AND SALE

Between Black Hawk College & The City of Rock Island

- C. The City of Rock Island further agrees to pay four-hundred and six-thousand dollars (\$406,000.000) toward a Moving Relocation Expense to defray Black Hawk College's moving expenses. The Moving Relocation Expense shall cover items not included in the costs for construction of the new building on Parcel SRI-____, referenced in **Paragraph I(B)**. The Moving Relocation Expense shall include items such as, but not limited to, preparing new letterhead, marketing materials, signage, costs for packing and moving furniture, fixtures and equipment, notices to clients of address change, and other similar items.
- D. The City of Rock Island hereby agrees to bear all financial liability for any costs in excess of those estimated and contained herein that are not initiated by Black Hawk College.
- E. All amounts due shall be paid at Closing unless the parties agree to different terms to facilitate and pay for the cost to construct the replacement building. Any such agreement shall be evidenced by a writing signed by both parties. Closing of this transaction shall take place, provided all the terms and conditions of this Agreement have been complied with, as provided for in this Agreement on or about _____. The term "Closing" means the date upon which title shall be transferred and the deed of title to the Premises recorded.
- F. Any notification provided for herein to Black Hawk College or the City of Rock Island shall be deemed to have been given when given personally, sent by overnight courier which obtains a receipt from addressee, mailed postpaid by registered or certified mail, or emailed using the following addresses:

To Black Hawk College:

Board of Trustees Chair
Blackhawk College District 503
6600 34th Avenue
Moline, IL 61265-5899
Email:

To The City of Rock Island:

The City of Rock Island
Thomas Thomas
City Manager
1528 Third Avenue
Rock Island, IL 61201
Email: Thomas.Thomas@rigov.org

And: Theodore Kutsunis

AGREEMENT OF PURCHASE AND SALE
Between Black Hawk College & The City of Rock Island

City Attorney
1515 - 4th Avenue, Suite 301
Rock Island, IL 61201
(309) 786-3313
Email: tkutsunis@aol.com

- G. All covenants, promises, understanding and agreements herein contained shall be made as of the date hereof notwithstanding any inspections or investigations made by Black Hawk College or the City of Rock Island, with regard to either the College Property or the City Property. This Agreement contains the entire agreement between Black Hawk College and the City of Rock Island and the parties hereto are not bound by any agreements, understandings and conditions, oral or written, except those stipulated herein.
- H. Any person signing below as trustee or as agent for or officer of a principal or corporation warrants his or her authority to do so. Any person signing below warrants that, unless a representative capacity is set forth in connection with his or her signature, he or she is acting for himself or herself alone. Both parties represent that each has the right and power to enter into this Agreement and to carry out the terms hereof. All persons signing as Black Hawk College agree to execute Black Hawk College's deed required hereunder. All persons signing as The City of Rock Island agree to execute The City's deed required hereunder.
- I. The City shall pay for an owner's policy of title insurance (ALTA Form 2006) for both the City Property and the College Property issued by Meridian Title Company, in an amount equal to the Purchase Price of each property, assuring that title to both properties is in the condition required by **Paragraph II(F)** and **Paragraph III(E)** hereof, with all so-called "survey exceptions" and "mechanic's lien" exceptions and other printed exceptions deleted. The City shall obtain a commitment for each title policy from Meridian Title Company, which shall include an exact copy of all covenants, conditions, restrictions and easements of record and which commitment shall agree to insure complete contiguity of all parcels comprising the College Property and the City Property. Black Hawk College shall have fifteen (15) days after receipt of the commitment to advise The City that Black Hawk College either accepts the condition of title as stated therein or that the condition of title is unacceptable to Black Hawk College. If Black Hawk College notifies The City that the condition of title is unacceptable, then The City shall have thirty (30) days within which to cure those conditions which are unacceptable to Black Hawk College, provided, however, that The City shall be required to discharge any mortgages, liens, judgments or the like affecting the College Property or the City Property which can be discharged by the payment of money, and further provided that The City shall be required to use reasonable

efforts to remove or cure, at Black Hawk College's request, and at The City's cost any non-monetary title defect. If The City fails to cure such conditions within such period, then (i) Black Hawk College may elect to receive the return of the earnest money and this Agreement shall terminate without further liability of the parties hereunder or (ii) Black Hawk College may accept such title as The City is able to convey without reduction of the purchase price. The City shall not, after the execution hereof, create any easement, lien or right of any third party affecting the College Property or the City Property without the prior consent of Black Hawk College.

- J. Black Hawk College shall remain in possession of the College Property until the new building located on the City Property, referenced in **Paragraph I(B)** and illustrated in **Exhibit D**, is completely constructed and all specifications are satisfactory to Black Hawk College. Upon completion of the new building and upon confirmation from Black Hawk College that the property has been constructed according to its expectations, Closing will take place at Meridian Title Company. At Closing, Black Hawk College shall transfer title of The College Property to The City of Rock Island and The City of Rock Island shall transfer title of The City Property to Black Hawk College.

II. PURCHASE AND SALE OF THE COLLEGE PROPERTY

With regard to the sale of a portion of Black Hawk College, located at 3915 9th Street, Rock Island, Illinois, legally known as Parcel SRI-5048 and as shown in Exhibit A, situated in the County of Rock Island and the State of Illinois (hereinafter known as the "College Property"), Black Hawk College represents, warrants, and agrees with the City of Rock Island (hereinafter "The City") as follows:

- A. The City of Rock Island may order a metes and bounds survey of the College Property (the "Survey"), showing said property, which Survey shall be prepared by a surveyor licensed in Illinois ("Surveyor"). The Survey shall be made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1992. Black Hawk College will deliver to the City of Rock Island upon the execution hereof a copy of any survey of the College Property that is in the possession of Black Hawk College. The City of Rock Island shall pay for any additional survey endorsements that may be required.
- B. Until the transfer of title, Black Hawk College will permit and provide access to The City and its designees to conduct and obtain at the City's or its designee's

AGREEMENT OF PURCHASE AND SALE
Between Black Hawk College & The City of Rock Island

expense such inspections, studies, tests and analyses of the College Property, and of adjacent property within Black Hawk College's control, as the City deems necessary or appropriate, including but not limited to engineering and site use studies, topographical and boundary surveys, surface and subsurface soil tests, soil borings, groundwater tests, inspections and audits as to the environmental or other condition of the College Property, and adjacent property within Black Hawk College's control. The City shall indemnify and hold Black Hawk College harmless from and against all claims for death or injury to persons or property arising from or as a result of The City, its agents, representatives or designees going upon the College Property and/or as a result of any tests or surveys conducted on the College Property by or through the City. The City shall promptly restore the College Property after all such tests to its condition on the date hereof. The City acknowledges that upon the transfer of title from Black Hawk College to the City, the City agrees to take the property "as is" and further agrees that Black Hawk College is not responsible for any later identified defects or conditions.

- C. Black Hawk College hereby grants The City or The City's designee the right to seek, at The City's or The City's designee's expense, all necessary approvals and permits (including without limitation, zoning, use, building, drainage, erosion and sedimentation, curb cuts, sanitary sewer, water taps and all other permits and approvals; permits and approvals required by virtue of the Illinois and Federal environmental protection acts as now or hereafter amended or any similar statute, regulation or requirement whether Federal, State, or Local; and such other permits and approvals which may be required to be issued by any Local, State, or Federal governmental body or division thereof having jurisdiction over the College Property), licenses and other approvals, certificates, exceptions, authorizations, zoning changes, zoning variances, special exceptions and the like (the "Permits") deemed necessary by The City for the lawful construction, installation, maintenance and operation on the College Property of such improvements as The City shall desire for use for the purposes set forth hereof. Black Hawk College shall cooperate with The City in obtaining the Permits and shall sign all documents necessary therefore.
- D. All documents pertaining to the purchase of the College Property shall be deposited in escrow with the Meridian Title Company as escrow agent (the "Escrow Agent") at least five (5) days, prior to Closing. Closing of this transaction shall take place pursuant to this Agreement hereof if and when (i) Meridian Title Company will issue the Title Policy (ii) any conditions precedent in this Agreement hereof have been satisfied or waived in writing by Black Hawk College, and (iii) all the other terms and conditions of this Agreement have been satisfied, as provided for in this Agreement. This Agreement shall serve as escrow instructions, subject to the Escrow Agent's usual conditions of acceptance where

AGREEMENT OF PURCHASE AND SALE

Between Black Hawk College & The City of Rock Island

not contrary to any of the terms hereof. The Escrow Agent is hereby authorized to close the transaction and to make all prorations and allocations that, in accordance with this Agreement, are to be made between the parties hereto.

- E. At least five (5) days prior to Closing, Black Hawk College shall deposit in escrow a general warranty deed conveying to The City the absolute fee simple ownership of the College Property, free and clear of all liens, conditions, easements, claims, restrictions and encumbrances whatsoever, except general real estate taxes not then due and payable, and any covenant, condition, restriction or easement of record or survey exception to which The City does not object. Simultaneously with Black Hawk College's depositing the deed in escrow, Black Hawk College shall deliver to The City an exact copy thereof. The obligation to obtain any necessary subdivision of the College Property or any governmental approvals of the deed shall be solely that of Black Hawk College and any costs in connection therewith shall be paid by Black Hawk College.
- F. All real estate taxes shall be apportioned as of Closing according to the calendar year, using the last available Rock Island County Collector's information according to the standard practices of the Rock Island County Bar Association. If the tax bill covers a larger tax lot of which the College Property is a portion, the Escrow Agent shall prorate the tax amount for the College Property based on the ratio that the number of acres comprising the College Property bears to all of the acres in such tax lot. Any assessments, reassessed assessments and/or respread taxes upon the College Property shall be paid out of Black Hawk College's funds at Closing.
- G. If there has been any construction on the College Property within the period provided by law for the filing of mechanic's liens, Black Hawk College shall furnish evidence satisfactory to The City and the Title Company of the payment in full for all labor and materials, and if there has been no such construction done by or at the request of Black Hawk College, its agents or employees, Black Hawk College shall provide an appropriate affidavit to the Title Company confirming the same so that, in any event, the Title Policy shall contain no exception for mechanic's liens unless due to work done by The City, its agents or employees.
- H. Black Hawk College is the owner of the College Property in fee simple and the same are free and clear of all liens, claims, easements, restrictions, conditions and encumbrances, and all leases have been terminated and the leasehold property has been vacated by any tenants, except taxes not yet due and payable and non-delinquent mortgages not in excess of the Purchase Price.
- I. Black Hawk College has the full right and authority to enter into this Agreement and to convey the College Property to The City;

AGREEMENT OF PURCHASE AND SALE

Between Black Hawk College & The City of Rock Island

- J. The College Property has access at the perimeter thereof to the following public utilities: storm and sanitary sewer systems, electricity, gas and water lines, and the same are free of any state, county or municipal tax assessments in connection with such improvements;
- K. There are no condemnation proceedings or eminent domain proceedings of any kind pending or, to Black Hawk College's knowledge, contemplated against the College Property, and that if prior to the date of transfer of title such proceedings shall be commenced, then at the option of The City: (i) this Agreement may be terminated and upon such termination the parties hereto shall be relieved of all further liability hereunder and any monies deposited or held hereunder shall be returned to The City; or (ii) this Agreement shall continue without adjustment in the Purchase Price and all awards under such proceedings shall become the property of The City, Black Hawk College hereby assigning to The City any claim or interest therein;
- L. To the knowledge of Black Hawk College, the College Property is not contaminated by any hazardous or toxic substances whatsoever, and is free of wetlands (is not and has not been a wetland) including, but not limited to, any contamination of the College Property by any regulated, hazardous or toxic substance or waste subject to removal or remediation under Environmental Law (the "Contamination"). As used in this Agreement "Environmental Laws" shall mean and include the Resource Conservation and Recovery Act, 42 U. S. C. 6901 the Comprehensive Environmental Response, Compensation and Inability Act, 42 U.S.C. 9601 et seq. the Clean Water Act, 33 U.S.C. 1251 et. seq., and all the federal, state and local environmental, health and safety laws, ordinances, rules and regulations now existing relating to regulation and control of hazardous substances. In the event of a breach of the aforesaid warranty by Black Hawk College, Black Hawk College shall indemnify The City because of such breach for any costs or expenses suffered by The City by reason of the "Contamination" or wetlands actually known to Black Hawk College, including costs or expenses for response, removal or remedial actions required under the Environmental Laws. If any such Contamination is made known to Black Hawk College at any time between the execution of this Agreement and the Closing, the Black Hawk College will disclose such condition immediately to the The City.
- M. Black Hawk College has received no written notice from any governmental authority asserting that the College Property or any activity carried on at the College Property are in violation of, or in conflict with any applicable law, rule, regulation or ordinance, whether Federal, State or Local.
- N. Black Hawk College is not delinquent or in default on any mortgage, deed of trust

or other consensual lien.

With regard to the sale of the College Property to the City of Rock Island, located at 3915 9th Street, Rock Island, Illinois, legally known as Parcel SRI-5048 and as shown in Exhibit A, situated in the County of Rock Island and the State of Illinois the following conditions precedent must have been satisfied and evidence thereof satisfactory to The City, deposited in escrow or submitted to The City by Closing.

- O. The College Property shall be finally and effectively zoned without further right of appeal or review, and in full compliance with all planning boards and other governmental authorities, so that the College Property may be used for the construction and operation of a retail center of at least 300,000 square feet or on terms subject to The City's sole discretion.
- P. All necessary governmental authorizations must have been issued, or The City must be satisfied that they will be issued, including building permits, required or appropriate to permit the lawful erection of buildings of the type specified in **Paragraph II(P)**, and The City must be satisfied that it will be able to obtain the necessary and acceptable permits within an acceptable time period from appropriate governmental agencies including, but not limited to, the Illinois Environmental Protection Agency, to operate the facility which The City intends to construct on the College Property.
- Q. There must be adequate utilities including, without limitation, water, gas, electricity and storm and sanitary sewer lines available and accessible at the perimeter of the College Property in order to construct, maintain and operate any building of the type described in **Paragraph II(P)**, the cost of obtaining the right to use, tying into and/or using such utilities must not be uneconomical, as determined by The City, acting reasonably; all streets abutting the College Property must be open to the public, duly dedicated, fully paved, and contiguous to the College Property, no gas wells or other wells shall exist on or about the College Property unless the same have been capped, at The City's election, to The City's sole satisfaction and no underground storage tanks shall exist on the College Property.
- R. The College Property shall have been granted real and personal property tax abatement within the applicable city or county guidelines for the same and on terms acceptable to The City.
- S. The College Property consists of several parcels that are apparently contiguous whereby there shall be complete contiguity along the entire apparent common boundaries between said parcels.

- T. The College Property is not located in a flood plain zone or a wetlands area.
- U. The City shall have received from counsel acceptable to it an Opinion that Black Hawk College has the right and authority to enter into this Agreement and to carry out the provisions hereof if The City so elects to request such an Opinion.
- V. All warranties and representations have been complied with by Black Hawk College.
- W. The Escrow Agent shall charge City of Rock Island with recording fees and the escrow fee; Black Hawk College shall be charged with all transfer taxes and any amounts due City of Rock Island on account of prorations.
- X. Black Hawk College further represents and warrants that Black Hawk College is not a "foreign person" within the meaning of federal or state law.
- Y. Black Hawk College hereby certifies that Black Hawk College is not a "nonresident alien, foreign corporation, foreign partnership, "foreign trust" or "foreign estate" within the meaning of the Internal Revenue Code of 1954, as amended, and the regulations thereunder, and Black Hawk College agrees, at Closing, to deliver into escrow any affidavit or certificate required pursuant to the Internal Revenue Code or any regulations thereunder.
- Z. The terms "City of Rock Island" and "Black Hawk College" shall include all parties designated and their respective heirs, executors, administrators, successors, nominees, and assigns, and wherever the singular is used, it shall include the plural, and wherever the masculine gender is used, it shall include the neuter and feminine as the context requires. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective assigns, heirs, personal representatives, or nominees.

III. PURCHASE AND SALE OF THE CITY PROPERTY

With regard to the sale of The City of Rock Island Property, located at _____ Street, Rock Island, Illinois, legally known as Parcel SRI-_____ and shown in Exhibit B, situated in the County of Rock Island and the State of Illinois (hereinafter known as the “City Property”), The City represents, warrants, and agrees with the Black Hawk College as follows:

- A. Black Hawk College may order a metes and bounds survey of the City Property

(the "Survey"), showing said property, which Survey shall be prepared by a surveyor licensed in Illinois ("Surveyor"). The Survey shall be made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1992. The City will deliver to Black Hawk College upon the execution hereof a copy of any survey of the City Property that is in the possession of The City. Black Hawk College shall pay for any additional survey endorsements that may be required.

- B. Until the transfer of title, The City of Rock Island will permit and provide access to Black Hawk College and its designees to conduct and obtain at the Black Hawk College's or its designee's expense such inspections, studies, tests and analyses of the City Property, and of adjacent property within The City's control, as Black Hawk College deems necessary or appropriate, including but not limited to engineering and site use studies, topographical and boundary surveys, surface and subsurface soil tests, soil borings, groundwater tests, inspections and audits as to the environmental or other condition of the City Property, and adjacent property within The City's control. Black Hawk College shall indemnify and hold the City harmless from and against all claims for death or injury to persons or property arising from or as a result of Black Hawk College, its agents, representatives or designees going upon the City Property and/or as a result of any tests or surveys conducted on the City Property by or through Black Hawk College. Black Hawk College shall promptly restore the City Property after all such tests to its condition on the date hereof. Black Hawk College acknowledges that upon the transfer of title from The City to Black Hawk College, Black Hawk College agrees to take the property "as is" and further agrees that The City is not responsible for any later identified defects or conditions.
- C. The City hereby grants Black Hawk College or Black Hawk College's designee the right to seek, at Black Hawk College's or Black Hawk College's designee expense, all necessary approvals and permits (including without limitation, zoning, use, building, drainage, erosion and sedimentation, curb cuts, sanitary sewer, water taps and all other permits and approvals; permits and approvals required by virtue of the Illinois and Federal environmental protection acts as now or hereafter amended or any similar statute, regulation or requirement whether Federal, State, or Local; and such other permits and approvals which may be required to be issued by any Local, State, or Federal governmental body or division thereof having jurisdiction over the City Property), licenses and other approvals, certificates, exceptions, authorizations, zoning changes, zoning variances, special exceptions and the like (the "Permits") deemed necessary by Black Hawk College for the lawful construction, installation, maintenance and operation on the City Property of such improvements as Black Hawk College shall desire for use for the purposes set forth hereof. The City shall cooperate

AGREEMENT OF PURCHASE AND SALE

Between Black Hawk College & The City of Rock Island

with Black Hawk College in obtaining the Permits and shall sign all documents necessary therefore.

- D. All documents pertaining to the purchase of the City Property shall be deposited in escrow with the Meridian Title Company as escrow agent (the "Escrow Agent") at least five (5) days, prior to Closing. Closing of this transaction shall take place pursuant to this Agreement hereof if and when (i) Meridian Title Company will issue the Title Policy (ii) any conditions precedent in this Agreement hereof have been satisfied or waived in writing by Black Hawk College, and (iii) all the other terms and conditions of this Agreement have been satisfied, as provided for in this Agreement. This Agreement shall serve as escrow instructions, subject to the Escrow Agent's usual conditions of acceptance where not contrary to any of the terms hereof. The Escrow Agent is hereby authorized to close the transaction and to make all prorations and allocations that, in accordance with this Agreement, are to be made between the parties hereto.
- E. At least five (5) days prior to Closing, The City shall deposit in escrow a general warranty deed conveying to Black Hawk College the absolute fee simple ownership of the City Property, free and clear of all liens, conditions, easements, claims, restrictions and encumbrances whatsoever, except general real estate taxes not then due and payable, and any covenant, condition, restriction or easement of record or survey exception to which Black Hawk College does not object. Simultaneously with The City's depositing the deed in escrow, The City shall deliver to Black Hawk College an exact copy thereof. The obligation to obtain any necessary subdivision of the City Property or any governmental approvals of the deed shall be solely that of The City and any costs in connection therewith shall be paid by The City.
- F. All real estate taxes shall be apportioned as of Closing according to the calendar year, using the last available Rock Island County Collector's information according to the standard practices of the Rock Island County Bar Association. If the tax bill covers a larger tax lot of which the City Property is a portion, the Escrow Agent shall prorate the tax amount for the City Property based on the ratio that the number of acres comprising the City Property bears to all of the acres in such tax lot. Any assessments, reassessed assessments and/or respread taxes upon the City Property shall be paid out of The City's funds at Closing.
- G. If there has been any construction on the City Property within the period provided by law for the filing of mechanic's liens, The City shall furnish evidence satisfactory to Black Hawk College and the Title Company of the payment in full for all labor and materials, and if there has been no such construction done by or at the request of The City, its agents or employees, The City shall provide an appropriate affidavit to the Title Company confirming the same so that, in any

AGREEMENT OF PURCHASE AND SALE

Between Black Hawk College & The City of Rock Island

event, the Title Policy shall contain no exception for mechanic's liens unless due to work done by Black Hawk College, its agents or employees.

- H. The City is the owner of the City Property in fee simple and the same are free and clear of all liens, claims, easements, restrictions, conditions and encumbrances, and all leases have been terminated and the leasehold property has been vacated by any tenants, except taxes not yet due and payable and except for those items referred to in **Paragraph I(I)** above to which Black Hawk College does not object and non-delinquent mortgages not in excess of the Purchase Price.
- I. The City has the full right and authority to enter into this Agreement and to convey the City Property to Black Hawk College.
- J. The City Property has access at the perimeter thereof to the following public utilities: storm and sanitary sewer systems, electricity, gas and water lines, and the same are free of any state, county or municipal tax assessments in connection with such improvements;
- K. There are no condemnation proceedings or eminent domain proceedings of any kind pending or, to The City's knowledge, contemplated against the City Property, and that if prior to the date of transfer of title such proceedings shall be commenced, then at the option of Black Hawk College: (i) this Agreement may be terminated and upon such termination the parties hereto shall be relieved of all further liability hereunder and any monies deposited or held hereunder shall be returned to Black Hawk College; or (ii) this Agreement shall continue without adjustment in the Purchase Price and all awards under such proceedings shall become the property of Black Hawk College, The City hereby assigning to Black Hawk College any claim or interest therein;
- L. To the knowledge of The City, the City Property is not contaminated by any hazardous or toxic substances whatsoever, and is free of wetlands (is not and has not been a wetland) including, but not limited to, any contamination of the City Property by any regulated, hazardous or toxic substance or waste subject to removal or remediation under Environmental Law (the "Contamination"). As used in this Agreement "Environmental Laws" shall mean and include the Resource Conservation and Recovery Act, 42 U. S. C. 6901 the Comprehensive Environmental Response, Compensation and inability Act, 42 U.S.C. 9601 et seq. the Clean Water Act, 33 U.S.C. 1251 et. seq., and all the federal, state and local environmental, health and safety laws, ordinances, rules and regulations now existing relating to regulation and control of hazardous substances. In the event of a breach of the aforesaid warranty by The City, the City shall indemnify Black Hawk College because of such breach for any costs or expenses suffered by Black Hawk College by reason of the "Contamination" or wetlands actually known to

AGREEMENT OF PURCHASE AND SALE

Between Black Hawk College & The City of Rock Island

The City, including costs or expenses for response, removal or remedial actions required under the Environmental Laws. If any such Contamination is made known to The City at any time between the execution of this Agreement and the Closing, The City will disclose such condition immediately to the Black Hawk College.

- M. The City has received no written notice from any governmental authority asserting that the City Property or any activity carried on at the City Property are in violation of, or in conflict with any applicable law, rule, regulation or ordinance, whether Federal, State or Local.
- N. The City is not delinquent or in default on any mortgage, deed of trust or other consensual lien.

With regard to the sale of The City of Rock Island Property, located at _____ Street, Rock Island, Illinois, legally known as Parcel SRI-_____ and shown in Exhibit B, situated in the County of Rock Island and the State of Illinois (hereinafter known as the “City Property”), the following conditions precedent must have been satisfied and evidence thereof satisfactory to The City, deposited in escrow or submitted to The City by Closing.

- O. The City Property shall be finally and effectively zoned without further right of appeal or review, and in full compliance with all planning boards and other governmental authorities, so that the City Property may be used for the construction and operation of an instructional facility or on terms subject to Black Hawk College’s sole discretion.
- P. All necessary governmental authorizations must have been issued, or Black Hawk College must be satisfied that they will be issued, including building permits, required or appropriate to permit the lawful erection of buildings of the type specified in **Paragraph III(P)** and Black Hawk College must be satisfied that it will be able to obtain the necessary and acceptable permits within an acceptable time period from appropriate governmental agencies including, but not limited to, the Illinois Environmental Protection Agency, to operate the facility which Black Hawk College intends to construct on the City Property.
- Q. There must be adequate utilities including, without limitation, water, gas, electricity and storm and sanitary sewer lines available and accessible at the perimeter of the City Property in order to construct, maintain and operate any building of the type described in **Paragraph III(P)** the cost of obtaining the right to use, tying into and/or using such utilities must not be uneconomical, as determined by Black Hawk College, acting reasonably; all streets abutting the City Property must be open to the public, duly dedicated, fully paved, and contiguous to the City Property, no gas wells or other wells shall exist on or about

the City Property unless the same have been capped, at Black Hawk College's election, to Black Hawk College's sole satisfaction and no underground storage tanks shall exist on the City Property.

- R. The City Property shall have been granted real and personal property tax abatement within the applicable city or county guidelines for the same and on terms acceptable to Black Hawk College.
- S. The City Property consists of several parcels that are apparently contiguous whereby there shall be complete contiguity along the entire apparent common boundaries between said parcels.
- T. The City Property is not located in a flood plain zone or a wetlands area.
- U. Black Hawk College shall have received from counsel acceptable to it an Opinion that The City has the right and authority to enter into this Agreement and to carry out the provisions hereof if Black Hawk College so elects to request such an Opinion.
- V. All warranties and representations have been complied with by The City.
- W. The Escrow Agent shall charge Black Hawk College with recording fees and the escrow fee; The City shall be charged with all transfer taxes and any amounts due Black Hawk College on account of prorations.
- X. The City further represents and warrants that The City is not a "foreign person" within the meaning of federal or state law.
- Y. The City hereby certifies that The City is not a "nonresident alien, foreign corporation, foreign partnership, "foreign trust" or "foreign estate" within the meaning of the Internal Revenue Code of 1954, as amended, and the regulations thereunder, and The City agrees, at Closing, to deliver into escrow any affidavit or certificate required pursuant to the Internal Revenue Code or any regulations thereunder.
- Z. The terms "City of Rock Island" and "Black Hawk College" shall include all parties designated and their respective heirs, executors, administrators, successors, nominees, and assigns, and wherever the singular is used, it shall include the plural, and wherever the masculine gender is used, it shall include the neuter and feminine as the context requires. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective assigns, heirs, personal representatives, or nominees.

AGREEMENT OF PURCHASE AND SALE

Between Black Hawk College & The City of Rock Island

Executed by **The City of Rock Island:**

Executed by **Black Hawk College:**

THE CITY OF ROCK ISLAND,
ILLINOIS, a municipal corporation

BLACKHAWK COLLEGE

BY: _____
Thomas Thomas, *City Manager*

BY: _____
Board of Trustees' Chair

DATE: _____

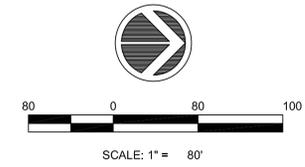
DATE: _____

ATTEST: _____
Aleisha L. Patchin, *City Clerk*

DATE: _____

EXHIBIT A





Building	Footprint Area	Height	Total Area	Use
A	3,000	1-Story	3,000	Office / Professional
B	12,000	1-Story	12,000	Retail
C	15,000	1-Story	15,000	Institutional
D	8,100	2-Story	16,200	Office / Professional
E	3,200	1-Story	3,200	Office / Professional
F	3,200	1-Story	3,200	Office / Professional

-  EXISTING PAVEMENT REMOVAL
-  PROPOSED SIDEWALK
-  PROPOSED PAVEMENT
-  CURB & GUTTER ALONG PROPOSED PAVEMENT
-  PROPOSED SIGNALS

No.	REVISIONS DESCRIPTION	DATE

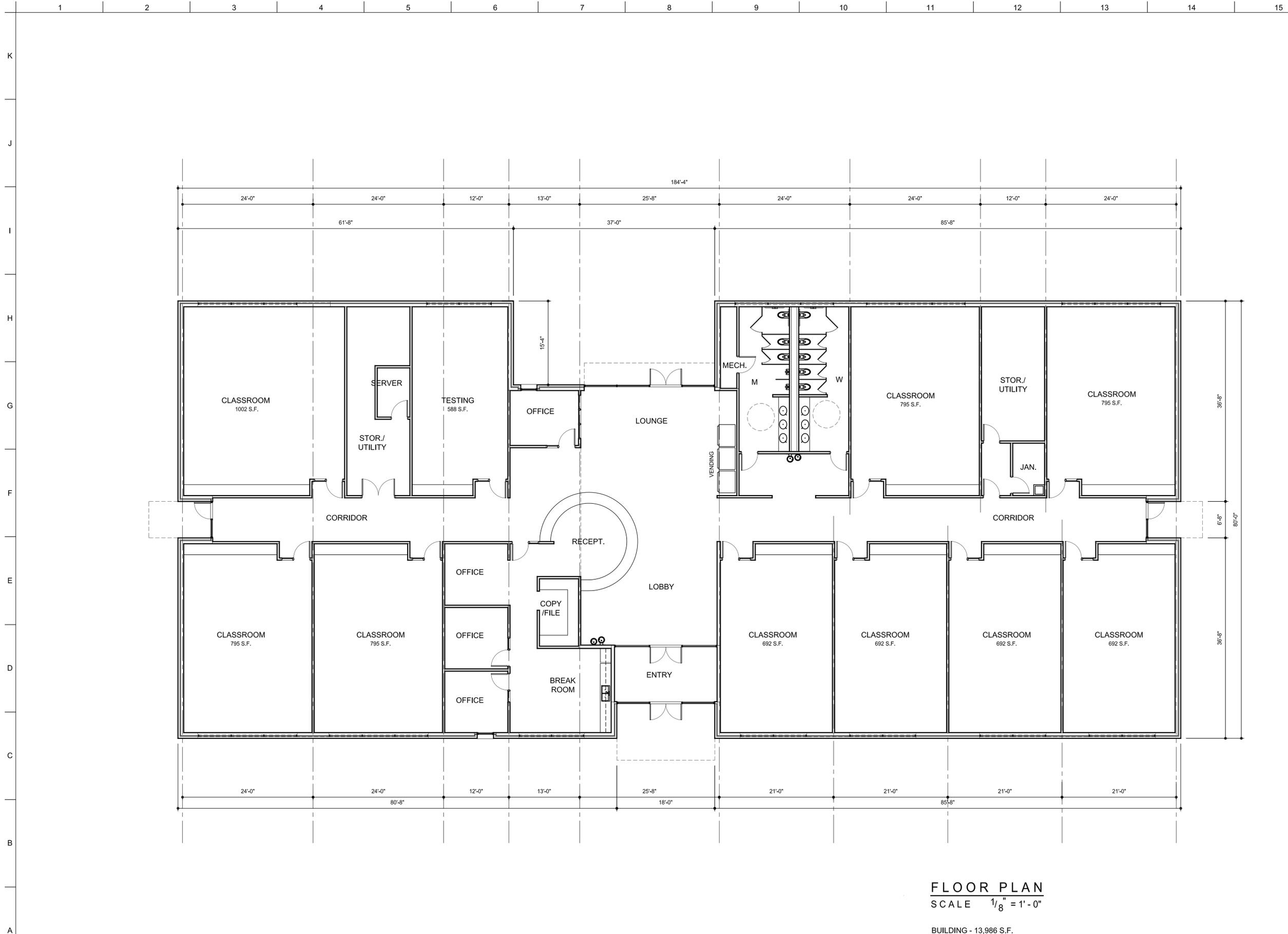
Missman, Inc.
Professional Engineers & Land Surveyors

Rock Island, IL • Bettendorf, IA • Rockford, IL • Sycamore, IL
(309) 768-7644 • (563) 344-0260 • (815) 965-6400 • (815) 895-3825
www.missman.com

11th Street Commercial Park
Rock Island, Illinois
CONCEPTUAL SITE PLAN

Missman Project No: C12L057
File Name: A13M002 QUANTITIES
© COPYRIGHT 2013 ALL RIGHTS RESERVED
Field Book No: #####
Drawn By: CAM
Checked By: PDE
Date: NOV 2012

Prepared for:
11th Street Redevelopment Partners, LLC



FLOOR PLAN
 SCALE 1/8" = 1'-0"
 BUILDING - 13,986 S.F.



124 Arts Alley
 Rock Island, Illinois 61201
 309-786-9910

PROJECT# 1262

ADULT LEARNING CENTER
BLACKHAWK COLLEGE

SCHEMATIC DESIGN

18 JANUARY 2013

SHEET TITLE:
FLOOR PLAN

DISCIPLINE: SHEET NUMBER:

A 1.01