

**Memorandum
Community and Economic Development**

To: Thomas Thomas, City Manager
Subject: LRC – Landscape Agreement -1st Amendment
Date: April 17, 2014



The Landscape agreement with LRC was originally signed September 15, 2012 allowing for LRC to landscape city property provided that LRC maintained the landscaping. Part of the parcel also allows access to LRC's property and it became an issue on how it was written with one of the banks involved in the financing for LRC in support of the Hill & Valley project. The first amendment modifies the agreement:

- Adding a section which creates an easement across the property for the purposes of ingress and egress and parking. LRC shall pay to City an annual fee for said easement in the amount of Two Thousand Dollars (\$2,000.00), payable on May 1st of every year.
- Paragraph 2 is modified to increase the term out to 20 years.
- Paragraph 9 is modified to clarify purchase option language for LRC.

The combined modifications will satisfy all parties allowing the bank financing to be completed.

RECOMMENDATION:

The CED Department recommends Council approval of the first amendment to the landscaping agreement dated September 15, 2012, allow minor attorney modifications and City Manager to execute agreement.

Submitted by: Jeffery A. Eder, Assistant City Manager / CED Director

Approved by: Thomas Thomas, City Manager

FIRST AMENDMENT TO LANDSCAPING AGREEMENT

This First Amendment to the Landscaping Agreement (“Agreement”) is entered into on this _____ day of April, 2014, between L.R.C. Developers, Inc. (“LRC”), and The City of Rock Island, Illinois (“City”);

Whereas, the LRC and the City are currently participating in a Landscaping Agreement, dated September 15, 2012, for property located adjacent to the Quad City Industrial Center; and,

Whereas, current development requires minor modifications to the current Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, LRC and the City hereby agree as follows:

1. LRC and City do hereby agree to amend paragraph 1 to allow and grant to LRC, together with L.R.C. HV, LLC, a subsidiary of L.R.C. Developers, Inc., an easement on and over the “Property” for the purposes of ingress and egress and parking. LRC shall pay to City an annual fee for said easement in the amount of Two Thousand Dollars (\$2,000.00), payable on May 1st of every year, with the first payment due and payable on or before May 1, 2014.
2. LRC and City do hereby agree to amend paragraph 2 of the Agreement to extend the term to twenty (20) years, commencing from the date of this First Amendment.
3. LRC and City do hereby agree to delete paragraph 3 in its entirety.
4. LRC and City do hereby agree to amend paragraph 9 of the Agreement to delete the entire first sentence and replace it with “In consideration of the sum of One Dollar (\$1.00), (the Option fee) to be paid upon execution of the Landscaping Agreement, City hereby gives and grants unto LRC the exclusive right, privilege, and option to purchase the real estate as shown in Attachment A for the Term of this Agreement.”
5. This Amendment shall be effective immediately upon execution of the parties.
6. Other than as expressly modified hereinabove, all other terms and provisions of the Landscaping Agreement shall remain in full force and effect.

Executed by City:

Executed by Company:

THE CITY OF ROCK ISLAND,
ILLINOIS, a municipal corporation

L.R.C. Developers, Inc.

By: _____
Thomas Thomas, City Manager Date

By: _____
Its President Date

ATTEST:

Aleisha L. Patchin, City Clerk