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Sauk Valley Community College

173 IL ROUTE 2
DIXON, IL 61021-9112

Office of the Secretary to
the SVCC Board of Trustees

April 7, 1989

PUBLIC NOTICE OF MEETING

This is to provide public notice of the following meeting
associated with the Sauk Valley Community College Board of
Trustees:

WHO: Sauk Valley Community College Board of
Trustees

WHEN: Monday, April 10, 1989

TIME: 8:00 p.m.

WHERE: Third Floor Board Room

TYPE: Special Session: Executive and Open

PURPOSE: Consideration of acquisition of real
property (executive); Peterson easement
request (open); and discussion of Board
vacancy (open).

AGENDA: See above.



Marilyn Vinson, Secretary
to the Board of Trustees
District #506

SAUK VALLEY COMMUNITY COLLEGE BOARD SPECIAL MEETING MINUTES

April 10, 1989

The Board of Trustees of Sauk Valley Community College met in special meeting at 8:00 p.m. on April 10, 1989 in the third floor Board Room of Sauk Valley Community College, 173 Illinois Route #2, Dixon, Illinois.

Call to Order: Chair Andersen called the meeting to order at 8:00 p.m. and the following members answered roll call:

Dick Groharing	Joe McDonald
Bill Simpson	Bob Wolf
Bill Yemm	Ed Andersen

Absent: Doug Johnson

Secretary: Chair Andersen appointed Member McDonald as Secretary Pro-tem.

SVCC Staff: President Richard L. Behrendt
Dean John Sagmoe
Dean Virginia Thompson
Secretary to the Board Marilyn Vinson

Easement Request: It was moved by Member Simpson and seconded by Member Groharing that the Board approve the attached letter of agreement (as amended) with Dr. David Peterson to grant an easement across college property along the easterly side of Sauk Road to permit Peterson access to his property.

This letter of agreement also stated that Peterson would construct an ambulatory surgical center; a residence hall facility for occupancy by students of the college; that qualified health students of the college will be permitted to use the facility for training purposes; and that a deed for 3 acres of land will be put in escrow to ensure that the residence hall will be built and available for occupancy by the 1992-93 school year at the latest. If the dormitory is not completed by then, the land would become owned by the SVCC Foundation. In a roll call vote, the

following was recorded: Ayes - Members Groharing, McDonald, Simpson, Wolf, Yemm, and Andersen. Nays - 0. Motion carried.

Executive Session:

At 8:25 p.m. it was moved by Member Yemm and seconded by Member Groharing that the Board adjourn to Executive Session to discuss the filling of a Board vacancy. In a roll call vote, all voted aye. Motion carried.

Regular Session:

The Board returned to regular session at 8:45 p.m.

Board Vacancy:

Chair Andersen noted that applications for the Board vacancy will be taken until April 21. He said that three written applications had been received to date, and that the Board hoped to interview candidates at the April 24 meeting and appoint someone after the interviews.

Adjournment:

Since there was no further business, it was moved by Member Groharing and seconded by Member Simpson that the Board adjourn. The next regular meeting will be at 7 p.m. on April 24 in the third floor Board Room at the college. Motion voted and carried.

The Board adjourned at 8:47 p.m.

Respectfully submitted:

Joseph P. McDonald
Joe McDonald, Secretary Pro-tem

LETTER OF AGREEMENT

IT IS AGREED between DAVID R. PETERSON, D.D.S., as owner of the beneficial interest under Dixon National Bank Trust No. 1788 (hereinafter referred to as "Peterson"), and the Board of Trustees of Junior College District #506, known as Sauk Valley College (hereinafter referred to as "College"), as follows:

1. Peterson will cause to be developed a parcel of property (hereinafter referred to as "Site") not to exceed 15 acres in total area located in the West Half of the Southwest Quarter of Section Nine, Township 21 North, Range 8 East of the 4th P.M., Lee County, Illinois, immediately adjacent to the east of property owned by the College and approximately 1200 feet South of the Northwest corner of said Southwest Quarter. An exact legal description of the Site shall be determined by survey at the expense of Peterson, and the College shall not be obligated to convey or grant any of the easements until such survey has been obtained, and the description of the Site has been approved by the College.

2. Development will consist of construction by Peterson of an Ambulatory Surgical Center and of a residence hall facility for occupancy by students of College. The residence hall facility will be located upon the Site, or upon such other parcel of real estate owned by Peterson, as shall be further approved by College, and operation of the residence hall facility shall be subject to such regulations and control as College may be permitted by law to impose, and as may be further agreed upon by the parties. In addition to the Ambulatory Surgical Center and residence hall facility, Peterson shall further be permitted to construct upon the Site office space consisting of not to exceed two additional buildings, with utilization of such two additional buildings to be confined to offices for professional practice of medical and healing arts, and related occupations.

3. College agrees that it shall grant to Peterson an easement over and across real estate of the College lying adjacent to and along the easterly side of Sauk Road so as to permit Peterson access and a means of ingress and egress to and from the Site from Sauk Road. An exact legal description of the easement shall be determined by survey to be obtained at the expense of Peterson, and College shall not be required to execute the conveyance or grant of easement until such time as the survey shall have been obtained and the description shall have been approved by College.

4. A survey to determine the exact legal description of the Site and the location and exact legal description of the easement, each as referred to in this agreement, shall be obtained by Peterson within 30 days from the date of this agreement. A copy of said survey, with the certificate of the registered surveyor affixed thereto, shall be delivered to College upon receipt by Peterson.

5. The easement to be granted by College to Peterson pursuant to paragraph 3 of this agreement shall provide that use of the easement shall be only for the benefit of the Site and for the development as permitted by this agreement, and shall further provide that Peterson or any successor in title shall not be permitted to develop other real estate and utilize the easement for a means of ingress and egress to that other real estate by travel over or across the Site.

6. It is understood and agreed that College currently provides all of the cost of maintenance and repair to Sauk Road, which is the public highway to which the easement to be granted pursuant to paragraph 3 will be appended. Upon grant of the easement by College to Peterson, Peterson shall be responsible for reimbursement to College of a reasonable share of the cost of maintenance and repair to Sauk Road as shall be paid by College. Such costs shall be shared based upon a proportion of traffic use of Sauk Road by each of the parties hereto, but provided that Peterson shall pay to College a minimum amount of \$500.00 per year for maintenance and repair costs. Such minimum amount shall be increased annually to reflect any increase in the consumer price index as published by the United States Department of Labor for the preceding calendar year, and shall be due and payable on the anniversary of the date of grant of the easement.

7. Peterson agrees that all buildings constructed on the Site shall conform to the building and construction codes that are applicable to construction of a like facility within the City of Dixon, Lee County, Illinois, and shall be of a quality of construction equal at least to that of the main building of College. No building shall be constructed to a height greater than that of the highest building of College. Any sign constructed or erected by Peterson or his successors at the Site shall be ~~not greater in size than 50 square feet~~ ^{agreable to the College} and shall not contain any flashing electrical lighting. The easement and all parking and driveway areas within the Site shall be paved with a hard surface material such as concrete or asphalt.

8. Peterson agrees to keep the Site mowed and free from any trash or rubbish accumulations. Peterson further agrees to include in any deeds of conveyance of property included in the Site restrictive covenants relating to the obligation of any subsequent owner to properly maintain the buildings and grounds.

9. At the time of delivery of the conveyance of the easement by College to Peterson, Peterson shall execute and place in escrow at an escrow agent to be agreed upon by the parties a deed conveying to the Sauk Valley College Foundation as Grantee title to at least ~~five~~^{three} acres of the Site (or of other real estate owned by Peterson lying immediately adjacent to College real estate) which shall be available for development as a residence hall facility for students of College. The condition of the delivery in escrow shall be that if Peterson, or any subsequent grantee of Peterson, shall fail to complete construction of a residence hall facility for students of College and have said residence hall available for occupancy by the beginning of the 1992-1993 school year of College, said deed shall be delivered, and title to the property shall be transferred to the Foundation. In the event that the residence hall shall be completed for occupancy by said date, the deed shall be null and void and shall be returned by the escrow agent to Peterson.

10. Peterson agrees to pay for said easement an amount equal to the total of fees, costs, and expenses incurred by College in connection with this easement request not to exceed \$7,500.00.

11. Peterson agrees for himself, and for any future owner of the portion of the Site to be developed as the Ambulatory Surgical Center, that qualified health services students of College shall be permitted to use the facility for training purposes, under supervision of qualified medical personnel, and that no student of any other institution shall be permitted to nor offered the opportunity for training at the Ambulatory Surgical Center so long as any student of Allied Health Services Courses of the College desires to utilize the training opportunities.

12. This agreement shall be binding on the heirs, representatives, successors and assigns of the parties, and the parties agree that, at the time of delivery of the grant of the easement by College to Peterson, that the conditions of this agreement which are prospective as to the future use or development of the Site shall be prepared into a form of agreement constituting covenants to run with the land to govern and control the future

use and development of the Site. Said covenants shall be binding for a period of twenty (20) years, unless an amendment in writing executed by the then Owners of a majority in area of the Site and by the College shall be recorded altering or amending the covenants. The covenants shall be extended after the initial 20 year period for successive periods of ten (10) years unless altered or amended by an instrument executed by said same parties.

Board of Trustees
Junior College District #506

By:

David R. Peterson, D.D.S.

Its Authorized Agent