

ORDINANCE NO. 2535

MAR 19 2007

AN ORDINANCE TO AUTHORIZE A SECOND AMENDMENT TO A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND COLUMBIA CROSSING, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY AND TO APPROVE THE FORM OF THE SAME


City Clerk

WHEREAS, Columbia Crossing, L.L.C. (the "Master Developer") and the City of Columbia, Illinois (the "City") entered into a Master Development Agreement dated July 6, 2004 (the "Master Development Agreement") with regard to the development by the Master Developer of the Development Area described in the Master Development Agreement; and

WHEREAS, the City and the Master Developer desire to amend the Master Development Agreement as set forth in the Second Amendment to Master Development Agreement attached hereto and authorized by this Ordinance; and

WHEREAS, it is necessary and appropriate that the City Council of the City authorize the Second Amendment to the Master Development Agreement aforesaid.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois hereby authorizes and approves the Second Amendment to the Master Development Agreement between the Columbia Crossing, L.L.C. and the City, in the form attached hereto, and hereby authorizes and directs the Mayor to execute and deliver the same for and on behalf of the City, in as many counterparts as the Mayor shall determine; and, the City Council hereby authorizes and directs the City Clerk to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Huch moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

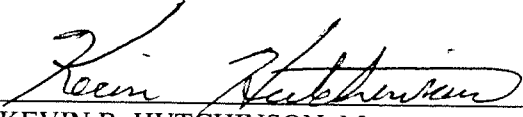
YEAS: Aldermen Conrad, Ebersohl, Agne, Niemietz, Unnerstall, Koesterer, Row, Huch and Mayor Hutchinson.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City council and APPROVED by the Mayor this 19th day of March, 2007.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOFFKEN, City Clerk

(SEAL)

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT is made and entered into this 19th day of March, 2007, by and between COLUMBIA CROSSING, L.L.C., a Missouri limited liability company which is authorized to transact business in the State of Illinois (the "Master Developer") and the CITY OF COLUMBIA, ILLINOIS, a municipal corporation in the State of Illinois (the "City");

WITNESSETH:

WHEREAS, the Master Developer and the City entered into a Master Development Agreement dated July 6, 2004 (the "Master Development Agreement") with regard to the development by the Master Developer of the Development Area described in the Master Development Agreement; and

WHEREAS, the City and the Master Developer desire to amend the Master Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes and amendments to the Master Development Agreement:

Section 5.2 of the Master Development Agreement is hereby amended and restated to read as follows:

Subject to limitations, requirements and duties imposed by law, the City, upon the request of, and in cooperation with, the Master Developer, will initiate eminent domain proceedings for the purposes of: (1) clearing title to property that the Master Developer has an option to purchase to remove title encumbrances that prohibit or interfere with the City-approved planned development and which the City would have a right to remove by eminent domain proceedings, and (2) acquiring rights-of-way, easements or other property interests in and outside of the Development Area as may be required for public infrastructure improvements required for the Development that are to be dedicated to and owned by the City or other governmental authority. All eminent domain proceedings shall be at the cost of the Master Developer including any attorney fees the City may be ordered to pay to a property owner whose property is being taken by eminent domain). The specific terms and conditions of processes for such condemnations shall be contained in the TIF Development Agreement or other applicable agreement made and entered into to implement this Master Development Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF COLUMBIA, ILLINOIS

(SEAL)

BY: _____
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

COLUMBIA CROSSING, L.L.C.

BY: _____

Managing Member