

**ORDINANCE NO. 2958**

**AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE A COOPERATION AGREEMENT WITH THE COLUMBIA HISTORICAL SOCIETY REGARDING OWNERSHIP, PRESERVATION AND MAINTENANCE OF LOT 11-A OF THE BLUFF VIEW ESTATES SUBDIVISION, COMMONLY KNOWN AS THE 'SCHNEIDER'S FARM' PROPERTY**

**Adopted by the  
City Council  
of the  
City of Columbia, Illinois  
this 18<sup>th</sup> day of June, 2012**

**Published in pamphlet form by  
authority of the City Council  
of the City of Columbia, Illinois  
this 18<sup>th</sup> day of June, 2012**

JUN 18 2012

## ORDINANCE NO. 2958

*J. Ronald Clegg*  
City Clerk

**AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE A COOPERATION AGREEMENT WITH THE COLUMBIA HISTORICAL SOCIETY REGARDING OWNERSHIP, PRESERVATION AND MAINTENANCE OF LOT 11-A OF THE BLUFF VIEW ESTATES SUBDIVISION, COMMONLY KNOWN AS THE 'SCHNEIDER'S FARM' PROPERTY**

WHEREAS, in 1783, James Piggot erected a fort at the foot of the Mississippi bluffs about a mile and a half west of Columbia where a small creek, called (by the French) *le Grand Ruisseau*, emerged from the bluff; and

WHEREAS, Piggot's Fort was the largest fortress in the American Bottom during the early settlement period and is considered by historians to be a place where the Illinois Territory's earliest European settlement took root; and

WHEREAS, Piggot's Fort was abandoned in subsequent years, its exact location lost to memory, and some of the stones from its foundation were used in the construction of at least one local barn (on Schneider's Farm); and

WHEREAS, the Columbia Historical Society subsequently took possession of the old stone barn noted above with the accompanying site and improvements, which property they have protected, maintained, restored and preserved in order to commemorate the historic uses and purposes of the past; and

WHEREAS, the Historical Society now intends and desires to transfer and convey this property to the City so that the City will own the property and improvements located thereon and will be able to protect, maintain, restore and preserve the site for posterity; and

WHEREAS the Historical Society and the City have reached mutual agreement on conditions under which the ownership of the Schneider's Farm property may be transferred.

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 No. 2958

June 18, 2012

Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The Mayor is hereby authorized to sign the attached Agreement; and, the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City, in as many counter parts as the Mayor shall decide.

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

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

YEAS: Aldermen Agne, Niemietz, Roessler, Hutch and Reis.

NAYS: None.

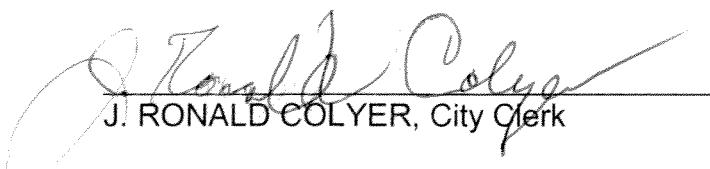
ABSENT: Aldermen Mathews and Piazza.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 18<sup>th</sup> day of June, 2012.

  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

  
J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

**CERTIFICATE OF PUBLICATION**

I, J. Ronald Colyer, certify that I am the duly elected and acting Municipal Clerk of the City of Columbia, Illinois.

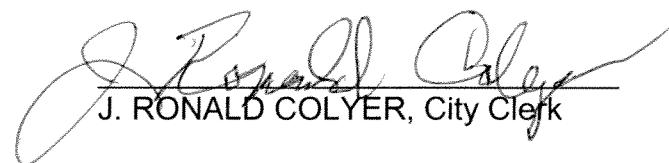
I further certify that on the 18<sup>th</sup> day of June, 2012, the Corporate Authorities of the City of Columbia, Illinois passed and approved Ordinance No. 2958, entitled:

**"AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE A COOPERATION AGREEMENT WITH THE COLUMBIA HISTORICAL SOCIETY REGARDING OWNERSHIP, PRESERVATION AND MAINTENANCE OF LOT 11-A OF THE BLUFF VIEW ESTATES SUBDIVISION, COMMONLY KNOWN AS THE 'SCHNEIDER'S FARM' PROPERTY"**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2958, including the ordinance and a cover sheet thereof, was prepared and a copy of such ordinance will be posted in the Columbia City Hall, commencing on the 19th day of June, 2012 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also available for public inspection upon request at the office of the City Clerk.

DATED at Columbia, Illinois this 18<sup>th</sup> day of June, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

**CERTIFICATE OF TRUE COPY**

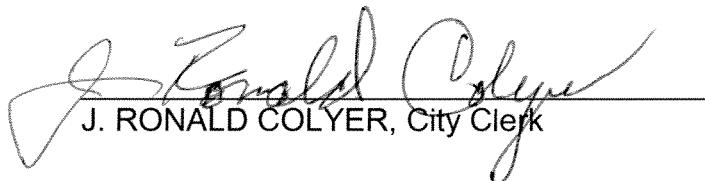
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2958, entitled:

**"AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE A COOPERATION AGREEMENT WITH THE COLUMBIA HISTORICAL SOCIETY REGARDING OWNERSHIP, PRESERVATION AND MAINTENANCE OF LOT 11-A OF THE BLUFF VIEW ESTATES SUBDIVISION, COMMONLY KNOWN AS THE 'SCHNEIDER'S FARM' PROPERTY"**

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 18<sup>th</sup> day of June, 2012.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 18<sup>th</sup> day of June, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

**COOPERATION AGREEMENT BETWEEN THE CITY OF  
COLUMBIA, ILLINOIS & THE COLUMBIA HISTORICAL  
SOCIETY REGARDING OWNERSHIP, PRESERVATION  
AND MAINTENANCE OF LOT 11-A OF THE BLUFF VIEW  
ESTATES SUBDIVISION, COMMONLY KNOWN AS THE  
'SCHNEIDER'S FARM' PROPERTY**

THIS COOPERATION AGREEMENT is made and entered into between the CITY OF COLUMBIA, ILLINOIS, a municipal corporation and body both corporate and politic of the State of Illinois, the Party of the First Part, (the "City") and the COLUMBIA HISTORICAL SOCIETY, a not-for-profit corporation created and existing under and by virtue of the laws of the State of Illinois, the Party of the Second Part, (the "Society"), this 18th day of June, 2012, WITNESSETH:

WHEREAS, the Society, a not-for-profit corporation created and existing under the laws of the State of Illinois, is the owner of lot 11-A of the Bluff View Estates Subdivision in the City of Columbia, Monroe County, Illinois (the "Subdivision Lot") by virtue of a Warranty Deed from K & F Development, Inc., an Illinois corporation, as the Grantor, dated August 17, 1988 recorded in the Monroe County, Illinois Recorder's Office in Deed Book 159, on Pages 368 & 369, as Document No. 155384;

WHEREAS, there is located on said Subdivision Lot the remains of a historic barn, as well as an old farmstead (former residence) and a shed where the Society currently stores items and artifacts that the Society intends will be preserved as evidence of the heritage of the City and the region;

WHEREAS, both the Society and the City agree that a locally and regionally historically significant site commonly known as "Piggott's Fort" was located nearby, that said Subdivision Lot subsequently became Schneider's Farm (which included the barn, which is believed to have been constructed with stones derived from Piggot's Fort), and that this Subdivision Lot should be used to commemorate both the fort and the farm with their corresponding contributions to local and regional heritage;

WHEREAS, the Subdivision Lot is encumbered by the "Indenture of Trust and Restrictions" for "Meadow Ridge, Columbia, Illinois", recorded in the Monroe County, Illinois Recorder's Office in Deed Book 141, commencing on page 92, as Document No. 128822, by virtue of the adoption of said Indentures and Restrictions to apply to the Bluff View Estates Subdivision in the City of Columbia, Monroe County, Illinois by the subdivision plat for said Bluff View Estates Subdivision recorded in the Monroe County, Illinois Recorder's Office in Plat Envelop 170-B, as Document No. 128822;

WHEREAS, the Subdivision Lot is currently zoned R-3, which zoning may preclude certain uses and purposes consistent with the Society's intended historic preservation and maintenance of the property and other related public uses and purposes;

WHEREAS, the Society intends and desires to transfer and convey to the City the Subdivision Lot so that the City will own the property and improvements located thereon and will be able to protect, maintain, restore and preserve the site for posterity;

WHEREAS, the subject Indenture of Trust and Restrictions, in pertinent part, allow and provide:

"This Indenture of Trust and Restrictions and any part thereof may be altered, amended or discontinued by a written Agreement signed by the then record owners of the fee simple title of two-thirds of the Lot Owners...in the subdivision then included under the terms of this Indenture. Any such amendments, alterations, change or discontinuance shall, when duly certified and acknowledged by the Trustees and recorded with the Office of the Recorder of Deeds, Monroe County, Illinois, become a part of the provisions and restrictions of this Indenture, provided, however, that any such amendment, alteration, change or discontinuance shall require the consent of the Party of the First Part [K & F Development, Inc., an Illinois Corporation] so long as it is the owner of one lot...in the plat of [Bluff View Estates Subdivision]."

WHEREAS, Section 17.02.050 of the City's Zoning Ordinance allows and provides that the City Council of the City may, on its own motion, amend, supplement, change, modify or repeal by ordinance, the boundaries of zoned districts or the regulations or restrictions established by the City's Zoning code, after the same is first referred to the City's Plan Commission for the Plan Commission's recommendation and after a public hearing regarding the same is held before the City's Zoning Board of Appeals; so that it is possible for the City to take the actions necessary to allow for the uses and purposes intended by the parties to this Agreement;

WHEREAS, the parties hereto intend to make and enter into this Cooperation Agreement for the ownership, maintenance and preservation of said Subdivision Lot as is more particularly set forth hereafter in this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto hereby stipulate and agree as follows:

**Section 1. Ownership of the Property.** At such time as the above mentioned restrictions which apply to the lots in the Bluff View Estates Subdivision have been released from their application to the subject Lot 11-A of said Subdivision Lot and the zoning has been amended to allow the intended use and purpose described in Section 2

below, the Historical Society shall transfer and convey to the City said Subdivision Lot, which is more particularly described as follows:

Lot No. 11-A of Bluff View Estates, a tract of land being part of U. S. Survey 554, Claim 487, Township 1 South, Range 10 West, of the 3<sup>rd</sup> P.M., Monroe County, Illinois in accordance with plat thereof recorded in Plat Envelope 170-B, as Document No. 155062 in the Recorder's Office, Monroe County, Illinois.

Permanent Parcel No. 04-17-417-034-000.

which property shall be hereinafter referred to as the "Property".

The conveyance shall be by Special Warranty Deed, which deed shall be in the form attached hereto as Exhibit "1", (which deed form is by reference made part hereof). As the owner of the Property the City shall have the right to occupy, manage and operate the same for the public benefit and welfare and for public uses and purposes as hereinafter are set forth in this Agreement and shall have the obligation to maintain the same in clean and sightly condition and to maintain the improvements located thereon in good order and repair (except as hereinafter set forth with regard to the operation and maintenance of the buildings on the Property required to be maintained by the Society).

Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not address disposition of items and artifacts of the Society (personal property), these being addressed in a separate Cooperation Agreement.

**Section 2. Purposes & Uses.** Both parties wish to protect, maintain, restore and preserve the Property and site improvements to commemorate Piggot's Fort and Schneider's Farm for posterity. As circumstances allow and the City Council of the City shall decide, the City may maintain or renovate the site and site improvements or otherwise commemorate historic purposes and uses of local and regional significance, allow the public to view and enjoy the same, and seek grants or donations therefore to be used for the construction, maintenance and preservation of the site and accompanying site improvements. Both parties understand and agree that the Society will not use or occupy the farmstead or other improvements on the Property except for the temporary storage of items and artifacts until said items and artifacts may be transferred to other locations maintained by the City.

**Section 3. Barn, Farmstead, Shed and Other Buildings.** The Society shall be entitled to continue to store items and artifacts in the farmstead and shed currently located on the Subdivision Lot, (pictures of which are attached hereto as Exhibit "2" and by reference made part hereof) free from any obligation to pay rent or compensation of any type to the City for their use of the same until such time as said items and artifacts can be cataloged and transferred to other locations maintained by the City.

Notwithstanding anything contained in this Agreement to the contrary, as long as the Society continues to use the buildings and/or shed for storage of their items and artifacts, the Society shall be responsible for the maintenance of the buildings and payment of any utility charges and expenses incurred with regard to their use. The City shall, however, be responsible for the maintenance of the grounds on which the buildings are located. During the time the Society uses the buildings on the premises all storage shall be inside the buildings and not outside of the same, without the written consent of the City to allow outside storage.

**Section 4. Risk of Loss.** The risk of loss for damage or destruction of the buildings and any other improvements located on the Property during the time the Society is allowed to possess and use the same shall be borne by the Society and not by the City (except for damage or destruction caused by the negligence, willful fault or intentional act of the City or its officers, employees, contractors or other agents).

**Section 5. Reformation of Zoning & Restrictions.** In order that the Property may be used for the uses and purposes intended by this Agreement, the City and the Society shall mutually cooperate and work together to establish appropriate zoning and to eliminate the Bluff View Estates Subdivision Restrictions described above in the preamble of this Agreement so that the Property can be used for the intended use and purpose.

The City Attorney, at the City's expense, shall provide the legal services required to pursue a change in zoning for the Property and to accomplish the elimination of the subject subdivision restrictions. Any other expenses necessary to be incurred for the purpose aforesaid shall be borne by the City.

In the event, and at such time, as the City would determine that it is impossible or impracticable for the City to change the zoning or to eliminate the subdivision restrictions the City shall send written notice of the same to the Society and this Agreement shall thereby be at an end and be of no further force or effect and the parties hereto shall be relieved of any further obligation to comply with the terms and provisions contained in this Agreement.

**Section 6. Real Estate Taxes.** It is not contemplated that the Property will be subject to real estate taxes since the Property will be owned by the City (which is a unit of government) and the existing buildings on the Property are currently used by the Society (as a not-for-profit corporation) and the Property will only be used for public uses and purposes as a not for profit enterprise.

It will be the responsibility of the City to apply for real estate tax exempt status for the Property after the City acquires ownership of and title to the Property from the Society. In the event real estate taxes are assessed on the Property during the City's ownership of the same it shall be the City's obligation to pay the same; except that, should said tax assessment be as a result of the Society's use of the Property or for other causes under the control of and at the fault of the Society, the Society shall pay the same or reimburse

the City for the payment of the same and shall hold the City safe, harmless, free and fully indemnified from the payment of such taxes.

**Section 7. Restoration, Operation and Maintenance.** The maintenance of the grounds shall be the responsibility of the City after the City acquires the ownership of and the title to the Property. The maintenance of the buildings on the Property used by the Society shall be the responsibility of the Society, as aforesaid. After the use of the buildings on the Property by the Society would end (for whatever reason) the maintenance of the buildings (or the obligation to demolish the same) would belong to the City, free from any obligation on the part of the Society to pay or to contribute to the payment of the cost and expense necessary to be incurred for the same.

In the event the Society would fail or refuse to maintain the building or buildings occupied by the Society on the Property in good order and repair, broom clean and in sightly condition, the City may make the needed repairs or perform the required maintenance after first giving the Society a thirty (30) day notice and opportunity to perform the same, and the Society shall reimburse the City for the cost incurred by the City for the same. In the event of the failure of the Society to reimburse the City for such expenses within sixty (60) days of receiving from the City a request for reimbursement and verification of the expense incurred by the City the City may terminate the Society's use of the Property on thirty (30) days written notice to the Society and the City shall have the right to evict the Society from the Property should the Society fail or refuse to voluntarily relinquish such possession within the time aforesaid, as in cases of landlord-tenant eviction under the Forcible Entry and Detainer Act of the State of Illinois ( 735 ILCS 5/9-101, et. seq.).

After the City acquires ownership of and title to the Property from the Society, should the City Council have or obtain the funds (by grants or otherwise) required to construct public improvements for the restoration or replication of Piggott's Fort or Schneider's Barn or for related public uses and purposes (including the use of the Property as a historic public park site), should the City need to utilize the space and/or the improvements on the Property used by the Society, the City shall have the right to evict the Society from the Property.

**Section 8. Termination of Lease.** The transfer and conveyance of the Property is intended to be unencumbered by the rights of any tenant in possession of the Property or who would have a future right to possession and use of the Property, or any part thereof. Consequently, the Historical Society covenants and warrants to the City that no other party, person or legal entity has a lease or other type of legal right to use and occupy the Property that would be superior to that to the City (or the Society under this Agreement).

In the event that any other party, person or legal entity would claim a right to the possession and use of the Property, or any part thereof, based upon their dealings or Agreements with the Society, the Society shall be required to eliminate said claim and to pay all costs necessary to be incurred in connection therewith, free from any obligation on the part of the City to contribute to the payment of the same. Should the Society be

unable or unwilling to eliminate said claim the City shall be relieved of any further obligation under this Agreement and may re-convey the title to the Property to the Society and the Society shall be required to reimburse the City for all expenses the City incurred in making and performing this Agreement.

**Section 9. Architectural Control.** The exterior design and placement of buildings and other improvements to be constructed on the Property by the City shall be as determined by the City, with the advice and recommendations of the Society. The interior building design, furniture and furnishings, if any, shall be as determined by the City, with the advice and recommendations of the Society. In all such cases the ultimate decision shall be that of the City Council of the City.

**Section 10. Site Maintenance.** The City shall be responsible and liable for the operation and maintenance of the Property and the buildings and facilities appertaining thereto, except for the farmstead and storage shed to be used by the Society (which the Society shall be responsible and liable to maintain during the use of the same by the Society). The City shall keep the site and improvements the City is responsible to maintain in good order and repair and sightly condition, and shall keep the grass mowed and the bushes and shrubs trimmed. The Society shall keep the buildings and appurtenances of the buildings on the Property used by the Society in good order and repair, broom clean and in sightly condition.

**Section 11. Utilities.** Each of the parties shall be responsible for any installation and maintenance of any electric, water and/or gas service and other utility and telecommunications services they may require and all charges to be incurred in connection therewith. Each of the parties shall be responsible for the payment of the monthly service charges for such services and the same shall be separately metered and billed to each party for their respective monthly services.

**Section 12. Construction, Maintenance and Access Easements.** The Society shall have a blanket easement on, over, along and across the Property for purposes of having free access to, parking of vehicles for the use of and working room to maintain the building and shed to be used by the Society. Neither of the parties shall unduly interfere with the use of the Property by the other party for their respective uses and purposes.

Notwithstanding the blanket easement right granted to the Society for the parking of vehicles, in the event the Society's parking privilege interferes with the vehicle parking and/or other uses to be made of the Property by the City, the City may restrict the Society's privilege of parking of vehicles on the Property to a limited number of parking spaces deemed by the City to be necessary for the Society's intended use of the Property to such times and in such manner as the City shall determine is just and reasonable.

**Section 13. Application of City Codes and Ordinances.** Except as excepted or varied by the City, the City's Building Codes, Subdivision Code, Zoning Code and other Codes and Ordinances in effect at the time of reference shall pertain to the construction,

installation, renovation and maintenance of the Property and improvements on the Property.

**Section 14. Term.** The term of this Agreement shall be for twenty (20) years with automatic renewal every twenty (20) years unless otherwise denied, in writing, by either party at least ninety (90) days prior to the renewal date. In the event that the Society ceases to exist, this Agreement shall be automatically terminated thereupon unless the Agreement is assigned to another party as stated in Section 18. The restrictions and covenants contained herein shall be incorporated by reference in the restrictions contained in the Special Warranty Deed of Conveyance of the Property from the Society to the City.

**Section 15. Insurance.** After the City acquires ownership of the Property, the City will include the Property with the other property the City owns for liability and casualty insurance coverage (or self insurance coverage) the City has for City-owned property and shall keep it covered against liability claims for property damage and personal injury or death claims against the City and for casualty loss to real estate improvements on the Property the same as the other property the City owns, from time to time. To the extent allowed by law and the carrier providing the coverage aforesaid to the City, the City shall include the Society as an additional insured for such liability and casualty loss protection. The City currently has its liability and casualty coverage through the Illinois Municipal Risk Management Association, a municipal self-insurance group.

It shall be the responsibility of the Society to provide and pay for such additional insurance coverage as the Society shall determine to have on the buildings and shed (and contents thereof) on the Property and with regard to liability claims from the Society's use of the Property. To the extent allowed by law and the Society's insurer, the Society shall name the City as an additional insured on such policy or policies of insurance and shall require that the Society's insurance shall be the primary coverage for such insurance coverage.

In the event of damage or destruction to one or more of the buildings on the Property during the use of the same by the Society, to the extent the City has insurance to cover the loss the City shall have no obligation to restore the same, but the Society shall be subrogated to the City's claims under its insurance policy or policies and may utilize the proceeds received from the same to restore the building or buildings on the Property that were damaged or destroyed or to find suitable housing for the Society's items and artifacts at a different location.

At all times during the term of this Agreement should any of the buildings on the Property which are used by the Society become damaged to such an extent that the Society is unwilling or unable to pay the cost to repair the same or be destroyed and the Society be unwilling or unable to restore the same, the City may demolish the same and remove the debris caused thereby from the Property, at the City's expense, and without any further liability or responsibility to the Society with regard thereto.

**Section 16. Default.** Should either party default in the performance of this Agreement and persist in such default for a period in excess of thirty (30) days after receiving a written Notice of Default from the other party, the party not in default shall have an action against the defaulting party for specific performance, an action for injunctive relief, an action for money damages caused by the default, an action to rescind this Agreement and every other remedy provided by law or by equity against the party in default. Such remedies shall be cumulative and not exclusive of one another.

Any action to be brought to enforce this Agreement, to rescind this Agreement or to obtain any other remedy available under this Agreement shall be required to be brought in the Monroe County, Illinois Circuit Court as the sole court of competent jurisdiction under this Agreement.

**Section 17. Attorney Fees and Costs.** Except as otherwise provided elsewhere in this Agreement, in the event either party brings a legal action to enforce this Agreement, to rescind this Agreement or for any other remedy provided by law or equity pursuant to this Agreement, each party shall be responsible for the payment and discharge of their own attorney fees and costs incurred in such legal action.

**Section 18. Assignment and Sublease.** The Society shall not transfer or assign, mortgage, pledge, hypothecate or encumber, in whole or in part, its rights and privileges acquired under this Agreement, without the prior written consent of the City. Any attempt by the Society to do so shall be of no force or effect, and shall constitute grounds for the City to declare a default under this Agreement.

**Section 19. Eminent Domain.** In the event of a taking of all or part of the Property after the title to the Property is conveyed to the City (and the City thereby owns the Property) for public or quasi-public uses and purposes by a competent governmental authority having eminent domain rights and privileges, any compensation due and payable for the taking and the damages and diminishment in value to the remainder of the Property not taken shall belong to the City, free from any claim with respect thereto on the part of the Society. Prior to such transfer of title to the City any such claim for compensation shall belong to the Society free from any claim thereto on the part of the City.

**Section 20. Conditional Effect.** Notwithstanding anything contained elsewhere in this Agreement to the contrary, this Agreement shall not be binding upon the parties hereto and shall be of no force and effect until such time as the City has been able to obtain a release of the subdivision restrictions for the Bluff View Estates Subdivision pertaining to the Property such as will allow the use of the Property for its intended park and historic preservation uses and purposes.

**Section 21. Binding Effect.** All of the terms, conditions and covenants and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, including any successor municipality of the

City or successor legal entity of the Society created to assume the legal rights and responsibilities of the Society.

IN WITNESS WHEREOF the parties hereto have made, executed and delivered the above and foregoing Agreement for the uses and purposes set forth above, by their undersigned legal representatives, to take effect as hereinabove is made and provided in this Agreement.

CITY OF COLUMBIA, ILLINOIS, a  
Municipal Corporation of the State of  
Illinois, the Party of the First Part

BY: \_\_\_\_\_

KEVIN B. HUTCHINSON, Mayor

ATTEST:

---

J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS        )  
                              ) SS  
COUNTY OF MONROE      )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and J. RONALD COLYER, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois, a Municipal Corporation created and existing under and by virtue of the laws of the State of Illinois, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of the said City of Columbia, Illinois, pursuant to an enabling ordinance of said City duly enacted, for the uses and purposes set forth above.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_  
2012.

---

Notary Public

COLUMBIA HISTORICAL SOCIETY, a  
Nonprofit Corporation of the State of  
Illinois, the Party of the Second Part

BY: \_\_\_\_\_  
E.J. VOGT, President

ATTEST:

---

GENE HALLER, Secretary

STATE OF ILLINOIS        )  
                              ) SS  
COUNTY OF MONROE        )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that E.J. VOGT and GENE HALLER, personally known to me and known to me to be the President and Secretary, respectively, of the Columbia Historical Society, an Illinois not-for-profit corporation, appeared before me this day in person and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of said Columbia Historical Society, pursuant to an enabling resolution of said nonprofit corporation duly adopted, for the uses and purposes hereinabove set forth.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_  
2012.

---

Notary Public

Prepared by and After  
Recording Return To:

Douglas C. Gruenke  
Belsheim & Bruckert, L.L.C.  
1002 E. Wesley Drive  
Ste. 100  
O'Fallon, IL 62269

---

---

**SPECIAL WARRANTY DEED**

THIS INDENTURE WITNESSETH, that the Grantor, Columbia Historical Society, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to the City of Columbia, an Illinois municipal corporation whose address is 208 S. Rapp Avenue, Columbia, Monroe County, Illinois, the following described real estate, to wit, together with all the estate and rights of Grantor in the premises:

Lot No. 11-A of Bluff View Estates, a tract of land being part of U. S. Survey 554, Claim 487, Township 1 South, Range 10 West, of the 3<sup>rd</sup> P.M., Monroe County, Illinois in accordance with plat thereof recorded in Plat Envelope 170-B, as Document No. 155062 in the Recorder's Office, Monroe County, Illinois.

Permanent Parcel No. 04-17-417-034-000.

Grantor covenants as follows:

1. That the premises are free from all encumbrances made by the Grantor; and
2. That Grantor will warrant and defend the property here conveyed against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, said Grantor has caused its name and seal to be signed to these presents, the day and year first below written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

COLUMBIA HISTORICAL SOCIETY

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

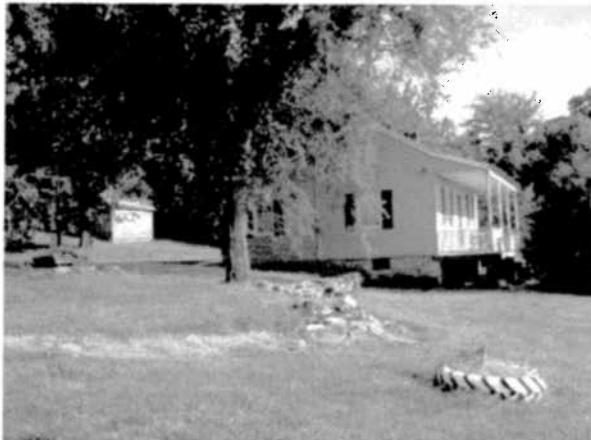
\_\_\_\_\_  
Notary Public

Send future tax bills to:

City of Columbia  
208 S. Rapp Ave.  
Columbia, IL 62236

<p><b>AFFIX TRANSFER TAX STAMP OR "EXEMPT UNDER PROVISIONS OF PARAGRAPH E" SECTION 4, REAL ESTATE TRANSFER TAX ACT.</b></p>	
<b>DATE</b>	<b>BUYER, SELLER OR REPRESENTATIVE</b>

EXHIBIT 2 - COOPERATION AGREEMENT BETWEEN CITY OF COLUMBIA & COLUMBIA HISTORICAL SOCIETY



Clockwise  
from  
bottom:  
Site view  
(looking  
from  
airport  
across  
Bluff Rd.);  
Barn  
exterior;  
Farmstead  
(close up);  
Farmstead  
and shed;  
Barn  
interior

*Photos taken  
May 2012*