

ORDINANCE NO.: 2016-064

Authorizing the Mayor to execute a Second Amendment to Development Agreement between the City of Columbia, South Carolina and Bull Street Development, LLC, successor in interest to and assignee of Hughes Development Corporation, as equitable owner and developer of approximately 165 acres of land within the City of Columbia, commonly known as the Department of Mental Health's "Bull Street Campus"

WHEREAS, by Ordinance No.: 2013-072 enacted on July 9, 2013, City Council authorized the Mayor to execute a Development Agreement with Hughes Development Corporation for the Bull Street Development Project; and,

WHEREAS, the Development Agreement provides for the amendment thereof; and

WHEREAS, Hughes Development Corporation subsequently assigned all of its rights and interest in the Development Agreement to Bull Street Development, LLC; NOW THEREFORE,

BE IT ORDAINED by the Mayor and Council this ___ day of _____, 2016 that the Mayor is hereby authorized to execute the attached Second Amendment to Development Agreement, or on a form approved by the City Attorney, amending the triggers for the City's obligation to build the first parking lot to no earlier than January 1, 2017 and amending the Developer Progress Benchmarks for the Public Improvement Funds made available by the City to the Developer.

Requested by:

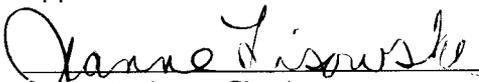
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

and Developer relative to the Property and its Development, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

B. Construction. The parties agree that each party and its counsel have reviewed and revised this Second Amendment and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Second Amendment or any amendments or exhibits hereto.

C. Severability. The invalidity or unenforceability of any provision of this Second Amendment shall not affect the other provisions hereof, and this Second Amendment shall be construed in all respects as if such invalid and unenforceable provision were omitted.

D. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

E. Effective Date. The Effective Date of this Second Amendment shall be the date set forth above which shall be the date the Second Amendment is signed by all parties, and if the parties do not sign on the same date, the date on which it is signed by the last party.

F. Effect on the Agreement. Except as modified by the terms hereof, the provisions of the Agreement shall be unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective as of the date first above written, and by doing so, agree to be bound by the terms of this Second Amendment.

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SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON THE FOLLOWING PAGE

ATTEST:

CITY OF COLUMBIA

Erika D. Moore, City Clerk

BY: _____
Stephen K. Benjamin, Mayor

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this ___ day of _____, 2016, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Stephen K. Benjamin, as Mayor of the City of Columbia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, in his stated capacity as the appropriate official of the City of Columbia, South Carolina, who acknowledged the due execution of the foregoing document.

Notary Public for South Carolina
My Commission Expires: _____

WITNESSES:

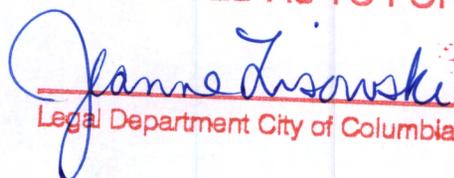
BULL STREET DEVELOPMENT, LLC

BY: _____
Robert E. Hughes, Jr., President

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Robert E. Hughes, Jr., President of Bull Street Development, LLC, a South Carolina limited liability company, on behalf of the company.

Notary Public for South Carolina
My Commission Expires: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC