



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY  
CITY OF THE DALLES

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AGENDA

Columbia Gateway Urban Renewal Agency  
City Hall Council Chambers  
313 Court Street, The Dalles, Oregon

*Meeting Conducted in a Handicap Accessible Room*

Monday, May 23, 2016  
Immediately Following City Council Meeting

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES
  - A. Approval of April 25, 2016 Regular Meeting Minutes
5. PUBLIC HEARING
  - A. Public Hearing to Receive Testimony Regarding Proposed Fiscal Year 2016-17 Columbia Gateway Urban Renewal Agency Budget
    1. Resolution No. 16-002 Adopting the 2016-17 Fiscal Year Budget for the Columbia Gateway Urban Renewal Agency, Making Appropriations, and Authorizing Expenditures.
6. ADJOURNMENT

Prepared by:  
Izetta Grossman  
City Clerk

## MINUTES

Columbia Gateway Urban Renewal Agency  
City Hall Council Chambers  
Monday, May 23, 2016  
Immediately Following City Council Meeting

**PRESIDING:** Chair Steve Lawrence

**AGENCY PRESENT:** Dan Spatz, Tim McGlothlin, Linda Miller, Russ Brown,  
Taner Elliott

**COUNCIL ABSENT:** None

**STAFF PRESENT:** City Manager Julie Krueger, City Clerk Izetta Grossman,  
Project Coordinator Daniel Hunter. Finance Director Kate  
Mast

### **CALL TO ORDER**

The meeting was called to order by Chair Lawrence at 6:24 p.m.

### **ROLL CALL**

Roll call was conducted by City Clerk Izetta Grossman; all members present

### **APPROVAL OF AGENDA**

Chair Lawrence added Action Item 5-A Request for Amendments to Land Sale Contract and Loan Agreement for Sunshine Mill Property.

It was moved by Spatz and seconded by Brown to approve the agenda as amended. The motion carried unanimously.

### **APPROVAL OF MINUTES**

It was moved by Miller and second by McGlothlin to approve the April 25, 2016 Regular Meeting Minutes. The motion carried unanimously.

## **ACTION ITEMS**

### **Request for Amendments to Land Sale Contract and Loan Agreement for Sunshine Mill Property**

City Attorney Parker reviewed the staff report.

Chair Lawrence asked if the terms of default carried into the new amendment.

Parker said it could be clarified.

Chair Lawrence said he had toured the vineyard and found it to be well run, first class operation. He said Sunshine Mill had a temporary cash flow issue, and that it should be made clear that payment was expected on the payment plan.

It was moved by Spatz and seconded by McGlothlin to approve the revised payment plan for the installment payment due May 15, 2016 in the amount of \$100,000 proposed by Discover Development LLC, dba Sunshine Mill, and authorize the execution of the Fourth Amendment to the Loan Agreement and the Second Amendment to the Land Sale Contract for the Sunshine Mill Property, with the additional interest option and clarifying default clause carrying through to the Fourth Amendment. The motion carried unanimously.

## **PUBLIC HEARING**

### **Public Hearing to Receive Testimony Regarding Proposed Fiscal Year 2016-17 Columbia Gateway Urban Renewal Agency Budget**

Chair Lawrence opened the public hearing.

Finance Director Mast reviewed the staff report noting the beginning fund balance would be reduced due to the repayment decision that the Agency made regarding repayment of the Sunshine Mill loan.

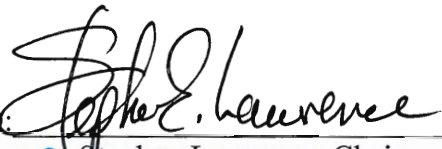
Hearing no comments Chair Lawrence closed the public hearing.

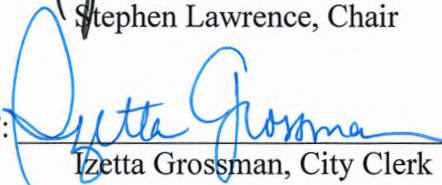
It was moved by Elliott and seconded by McGlothlin to adopt Resolution No. 16-002 Adopting the 2016-17 Fiscal Year Budget for the Columbia Gateway Urban Renewal Agency, Making Appropriations, and Authorizing Expenditures as amended. The motion carried unanimously.

**ADJOURNMENT**

Having no further business the meeting was adjourned at 6:39 pm.

Respectfully submitted:  
Izetta Grossman  
City Clerk

SIGNED:   
Stephen Lawrence, Chair

ATTEST:   
Izetta Grossman, City Clerk

### Current Payment Schedule

Pmt #	Pmt Date	Beginning Balance	Scheduled Int Pmt	Scheduled Prin Pmt	Ending Balance
1	12/15/2014	600,000.00	2,625.00		600,000.00
2	1/15/2015	600,000.00	2,625.00		600,000.00
3	2/15/2015	600,000.00	2,625.00		600,000.00
4	3/15/2015	600,000.00	2,625.00		600,000.00
5	4/15/2015	600,000.00	2,625.00		600,000.00
6	5/15/2015	600,000.00	2,625.00	150,000.00	450,000.00
7	6/15/2015	450,000.00	1,968.75		450,000.00
8	7/15/2015	450,000.00	1,968.75		450,000.00
9	8/15/2015	450,000.00	1,968.75		450,000.00
10	9/15/2015	450,000.00	1,968.75		450,000.00
11	10/15/2015	450,000.00	1,968.75		450,000.00
12	11/15/2015	450,000.00	1,968.75		450,000.00
13	12/15/2015	450,000.00	1,968.75		450,000.00
14	1/15/2016	450,000.00	1,968.75		450,000.00
15	2/15/2016	450,000.00	1,968.75		450,000.00
16	3/15/2016	450,000.00	1,968.75		450,000.00
17	4/15/2016	450,000.00	1,968.75		450,000.00
18	5/15/2016	450,000.00	1,968.75	100,000.00	350,000.00
19	6/15/2016	350,000.00	1,531.25		350,000.00
20	7/15/2016	350,000.00	1,531.25		350,000.00
21	8/15/2016	350,000.00	1,531.25		350,000.00
22	9/15/2016	350,000.00	1,531.25		350,000.00
23	10/15/2016	350,000.00	1,531.25		350,000.00
24	11/15/2016	350,000.00	1,531.25		350,000.00
25	12/15/2016	350,000.00	1,531.25		350,000.00
26	1/15/2017	350,000.00	1,531.25		350,000.00
27	2/15/2017	350,000.00	1,531.25		350,000.00
28	3/15/2017	350,000.00	1,531.25		350,000.00
29	4/15/2017	350,000.00	1,531.25		350,000.00
30	5/15/2017	350,000.00	1,531.25	350,000.00	-

### Proposed Payment Schedule

Pmt #	Pmt Date	Beginning Balance	Scheduled Int Pmt	Scheduled Prin Pmt	Ending Balance
1	12/15/2014	600,000.00	2,625.00		600,000.00
2	1/15/2015	600,000.00	2,625.00		600,000.00
3	2/15/2015	600,000.00	2,625.00		600,000.00
4	3/15/2015	600,000.00	2,625.00		600,000.00
5	4/15/2015	600,000.00	2,625.00		600,000.00
6	5/15/2015	600,000.00	2,625.00	150,000.00	450,000.00
7	6/15/2015	450,000.00	1,968.75		450,000.00
8	7/15/2015	450,000.00	1,968.75		450,000.00
9	8/15/2015	450,000.00	1,968.75		450,000.00
10	9/15/2015	450,000.00	1,968.75		450,000.00
11	10/15/2015	450,000.00	1,968.75		450,000.00
12	11/15/2015	450,000.00	1,968.75		450,000.00
13	12/15/2015	450,000.00	1,968.75		450,000.00
14	1/15/2016	450,000.00	1,968.75		450,000.00
15	2/15/2016	450,000.00	1,968.75		450,000.00
16	3/15/2016	450,000.00	1,968.75		450,000.00
17	4/15/2016	450,000.00	1,968.75		450,000.00
18	5/15/2016	450,000.00	1,968.75	15,000.00	435,000.00
19	6/15/2016	435,000.00	1,903.13	10,000.00	425,000.00
20	7/15/2016	425,000.00	1,859.38	10,000.00	415,000.00
21	8/15/2016	415,000.00	1,815.63	10,000.00	405,000.00
22	9/15/2016	405,000.00	1,771.88	10,000.00	395,000.00
23	10/15/2016	395,000.00	1,728.13	15,000.00	380,000.00
24	11/15/2016	380,000.00	1,662.50	10,000.00	370,000.00
25	12/15/2016	370,000.00	1,618.75	10,000.00	360,000.00
26	1/15/2017	360,000.00	1,575.00	10,000.00	350,000.00
27	2/15/2017	350,000.00	1,531.25		350,000.00
28	3/15/2017	350,000.00	1,531.25		350,000.00
29	4/15/2017	350,000.00	1,531.25		350,000.00
30	5/15/2017	350,000.00	1,531.25	350,000.00	-

## MINUTES

Columbia Gateway Urban Renewal Agency  
City Hall Council Chambers  
Monday, April 25, 2016  
Immediately Following City Council Meeting

**PRESIDING:** Chair Steve Lawrence

**AGENCY PRESENT:** Dan Spatz, Tim McGlothlin, Linda Miller, Russ Brown,  
Taner Elliott

**COUNCIL ABSENT:** None

**STAFF PRESENT:** City Manager Julie Krueger, City Clerk Izetta Grossman,  
Project Coordinator Daniel Hunter

### **CALL TO ORDER**

The meeting was called to order by Chair Lawrence at 7:00 p.m.

### **ROLL CALL**

Roll call was conducted by City Clerk Izetta Grossman; all members present

### **APPROVAL OF AGENDA**

It was moved by Spatz and seconded by Elliott to approve the agenda as presented. The motion carried unanimously.

### **APPROVAL OF MINUTES**

It was moved by Miller and second by Brown to approve the April 4, 2016 Joint Work Session Minutes and the March 28, 2016 Regular Meeting Minutes. The motion carried unanimously.

## ACTION ITEMS

### Granada Block Proposals

Project Coordinator Hunter reviewed the staff report.

Chair Lawrence said the recommendation was from the Advisory Committee, and the City Attorney had said the rules were such the Agency Board could accept one of the proposals or reject all.

Chair Lawrence asked how the conditions would be set for the sale of the property. Hunter said that would happen at a later meeting.

Brown said at the Work Session it was decided to change the makeup of the Board. He said he would prefer to let that new Board make the decision.

City Manager Krueger said it could take a couple of months to prepare the ordinance. She said she would like a decision on the Request For Proposals (RFP) tonight.

Chair Lawrence said the Board could just decide on rejecting the RFP's.

Chair Lawrence invited the Attorney for the Granada Block Hotel Development group to speak. Brad Timmons said he was very new to the project, but he knew that both the developer and the Agency had put a lot of time and money into the project. He asked that while considering what to do next that the Agency negotiate with his client to see if a DDA could be reached. He asked that the project be kept alive.

Spatz said that Timmons served on the Board of the Gorge Community Foundation, of which he was the Executive Director. He said there was a potential conflict of interest, but there was no financial gain for him and he would participate in deliberations.

Spatz read a statement into the record (attached).

In response to a question Hunter said Timmons was referring to negotiation of a DDA, the City Attorney was referring to negotiating the RFP.

Chair Lawrence said an RFQ would require conditions. He said the Board didn't know what to ask for in an RFQ.

Spatz said the theatre historically didn't work as a stand-alone.

City Manager Krueger said that until the new board was established the current Board had an obligation to make decisions and run the business of the Agency.

Hunter reminded the Board that they had the authority to decide who purchased the properties.

It was moved by Spatz and seconded by Brown to reject all proposals and issue a Request for Qualifications (RFQ) for a hotel/conference center including all three buildings, the Granada, Recreation and Blue Building.

Hunter clarified that the properties included 11 tax lots.

Elliott asked for a timeline for the RFQ.

Spatz said staff would need to take time to create the RFQ. He said it should not preclude reorganization of the Agency Board.

Chair Lawrence said limiting the request for use of all three properties would foreclose others from making a success of the Theatre.

The motion failed. Brown and Spatz voting yes; Miller, Elliott, Lawrence, McGlothlin voting no.

Elliott asked if approving the staff recommendation would mean selling the properties together or separately. Hunter said that would be negotiated.

McGlothlin asked who would be negotiating.

Lawrence said staff would be negotiating.

It was moved by McGlothlin and seconded by Miller to reject all proposals in response to the RFP for the Granada Block Properties and sell the properties with conditions on redevelopment. The motion carried with Miller, Elliott, Lawrence and McGlothlin in favor; Brown and Spatz opposed.

### **ADJOURNMENT**

Having no further business the meeting was adjourned at 7:40 pm.

Respectfully submitted:  
Izetta Grossman  
City Clerk

SIGNED: \_\_\_\_\_  
Stephen Lawrence, Chair

ATTEST: \_\_\_\_\_  
Izetta Grossman, City Clerk



Urban Renewal Meeting April 25, 2016

Dan Spatz read into the record:

The city has invested hundreds of thousands of dollars and uncounted staff time in redevelopment of the Granada block – too much money and too much time, in the opinion of many. As one of those responsible for making those investment decisions, I ask you now to stay the course. It is too soon to walk away from this project, too soon to sell off the component properties, too soon to abandon the concept of an adjoining garage. Our focus needs to be on private sector job creation. A downtown destination hotel, using the Granada Theatre as conference space, would create a highly-visible and attractive downtown anchor that would leverage adjoining retail development. This may or may not take the form of the proposal pending from Michael Leash; certainly that proposal needs additional guidance in order to merit acceptance. But the alternative currently being discussed – apparently to the point of being a foregone conclusion – is far less tenable. By selling off the properties, we admit that we have no workable strategy for redeveloping this block: only a rush to recover investment dollars and walk away from our responsibility as an urban renewal agency. Mark my words: Abandon this project now, sell off the properties, and in five years' time, probably longer, the Granada block will be just as blighted as it is now, only more so: an unattractive blight weighing down rather than driving adjoining economic development. So I ask: Stay the course, work with Michael Leash's hotel proposal to improve it, or invite another hotel proposal, but do not abandon the concept. There are no viable alternatives. If there is no way forward with Michael Leash's proposal, then we should issue a request for qualifications – not a request for proposals – premised on a hotel/convention center concept.



IMPROVING OUR COMMUNITY

COLUMBIA GATEWAY URBAN RENEWAL AGENCY  
CITY OF THE DALLES

**AGENDA STAFF REPORT**

**AGENDA LOCATION:** Public Hearing #5-A

**MEETING DATE:** May 23, 2016

**TO:** Honorable Mayor and City Council

**FROM:** Kate Mast, Finance Director

**ISSUE:** Public Hearing on Columbia Gateway Urban Renewal District Approved Budget for FY16/17 as Required by Oregon Budget Law, and Consideration of Resolution No. 16-002 Adopting the FY16/17 Budget for the Columbia Gateway Urban Renewal Agency, Making Allocations, and Certifying a Request for Maximum Tax Revenue to the County Assessor

**BACKGROUND:** The Agency Budget Committee reviewed the proposed budget and approved that budget on May 2, 2016. The Urban Renewal Agency Board will hold the required Public Hearing on May 23, 2016, and will consider the proposed resolution adopting the budget on that same agenda.

**BUDGET IMPLICATIONS:** At this time staff has no recommendations for changes to the budget approved by the Urban Renewal Budget Committee. If staff should identify any changes that may be needed, they will inform the Board during the Public Hearing.

If the Board determines that changes are necessary, Oregon Budget Law allows a governing body, prior to final adoption, to make changes to a fund approved by the Budget Committee in the amount of \$5,000 or 10% of the operating portion of that Fund, whichever is greater. The operating portion includes the Personnel, Materials & Services, and Capital Outlay categories, but does not include Interfund Transfers, Contingencies, or Unappropriated amounts. If the changes the governing body wishes to make are greater than these limits allow, another Public Hearing must be held on June 13, 2016, with the required published notices, prior to adoption.

**URBAN RENEWAL BOARD ALTERNATIVES:**

1. **Staff recommendation:** *Hold the Public Hearing and Move to Adopt Resolution No. 16-002 Adopting the Fiscal Year 2016-2017 Budget for the Columbia Gateway Urban Renewal Agency, Making Allocations, and Certifying a Request for Maximum Tax Revenue to the County Assessor.*
2. Make changes to the approved budget, subject to the limitations and requirements described above, and adopt the budget as amended.

**RESOLUTION NO. 16-002**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2016-2017 BUDGET FOR THE COLUMBIA GATEWAY URBAN RENEWAL AGENCY, MAKING ALLOCATIONS, AND CERTIFYING A REQUEST FOR MAXIMUM TAX REVENUE TO THE COUNTY ASSESSOR**

**WHEREAS**, the Urban Renewal Budget Committee, on May 2, 2016, solicited public comment on the proposed budget and approved a balanced budget for FY16/17; and

**WHEREAS**, in accordance with State Law, the Urban Renewal Board of Directors held a Public Hearing on the approved budget on May 23, 2016; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COLUMBIA GATEWAY URBAN RENEWAL AGENCY AS FOLLOWS:**

**Section 1. Adoption of the Budget for FY16/17.**

The Board of Directors of the Columbia Gateway Urban Renewal Agency hereby adopts the budget for Fiscal Year 2016-2017 in the total of **\$3,358,655**, now on file in the office of the City Finance Director.

The amounts for the Fiscal Year beginning July 1, 2016 and for the purposes shown below are hereby appropriated:

<b>Capital Projects Fund (200)</b>	
Columbia Gateway Urban Renewal Operations	\$ 1,755,479
<b>Debt Service Fund (210)</b>	
Debt Service	\$ 1,603,176
<b>Total Appropriations, All Funds</b>	<b><u>\$ 3,358,655</u></b>

**Section 2. Certifying to County Assessor.**

The Board of Directors of the Columbia Gateway Urban Renewal Agency resolves to certify to the County Assessor, for the Columbia Gateway Downtown Plan Area, a request for the maximum amount of revenue that may be raised by dividing the taxes under Section 1c, Article XI, of the Oregon Constitution and ORS Chapter 457.

**PASSED AND ADOPTED THIS 23rd DAY OF MAY, 2016.**

Voting Yes: \_\_\_\_\_

Voting No: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstaining: \_\_\_\_\_

**AND APPROVED BY THE CHAIR OF THE BOARD THIS 23rd DAY OF MAY 2016.**

SIGNED:

ATTEST:

\_\_\_\_\_  
Stephen E. Lawrence, Chair

\_\_\_\_\_  
Izetta Grossman, City Clerk



IMPROVING OUR COMMUNITY

**COLUMBIA GATEWAY URBAN RENEWAL AGENCY**  
**CITY OF THE DALLES**

**AGENDA STAFF REPORT**

**AGENDA LOCATION:** Action Item #6-A

**MEETING DATE:** May 23, 2016

**TO:** Urban Renewal Agency Board

**FROM:** Gene Parker, City Attorney

**ISSUE:** Request for amendments to Land Sale Contract and Loan Agreement for Sunshine Mill Property

**BACKGROUND:** On May 10, 2016, representatives from the Sunshine Mill Property submitted a letter indicating that as a result of an unanticipated supply chain failure, their business has been put behind in the filling of orders for approximately five weeks. The company has been able to find a different supplier and is currently working as quickly as possible to fill orders to meet demands.

Under the Third Amendment to the Loan Agreement between the Urban Renewal Agency (the Lender) and Discover Development LLC, dba Sunshine Mill (the Borrower), the Borrower was scheduled to make a second installment payment on the October 12, 2009 Loan Agreement in the amount of \$100,000 on May 15, 2016. Sunshine Mill has notified the City that it will not have the resources to be able to make the \$100,000 payment by May 15, 2016.

Representatives from Sunshine Mill have submitted a revised payment plan for the second installment payment of \$100,000. Enclosed with this staff report is a proposed Fourth Amendment for the Loan Agreement for the Sunshine Mill Property, and a Second Amendment to the Land Sale Contract for the Sunshine Mill Property. The proposed Fourth Amendment incorporates the revised payment schedule proposed by the Sunshine Mill. Under the proposed Fourth Amendment, all of the other existing terms in the Third Amendment would remain in effect. Sunshine Mill would continue to pay monthly interest payments at the rate of 5.25% in addition to the proposed installment payments. The provisions concerning default would also remain in effect, which would require that written notice to cure any default would be given within 15 days of the notice

of default. The final payment upon the Loan Agreement would still be scheduled for May 17, 2017. The Second Amendment to the Land Sale Contract would be amended to acknowledge the revisions made to the Loan Agreement by the proposed Fourth Amendment. Sunshine Mill would make monthly interest payments on the Land Sale Contract at the rate of 5.25% in the monthly amount of \$1,354.94.

**BUDGET IMPLICATIONS:** If the revised payment plan is approved by the Agency Board, Sunshine Mill would continue to make monthly payments upon the Loan Agreement at the rate of 5.25%. The second installment payment of \$100,000 would be paid in full by January 15, 2017, instead of May 15, 2016.

**BOARD ALTERNATIVES:**

1. *Staff recommendation: Approve the revised payment plan for the installment payment due May 15, 2016 in the amount of \$100,000 proposed by Discover Development LLC, dba Sunshine Mill, and authorize the execution of the Fourth Amendment to the Loan Agreement and the Second Amendment to the Land Sale Contract for the Sunshine Mill Property.*
2. Advise the staff of any revisions to the proposed Fourth Amendment to the Loan Agreement and Second Amendment to the Land Sale Contract, and present the revised Amendments to Discover Development for review and execution.

**FOURTH AMENDMENT FOR LOAN AGREEMENT  
FOR SUNSHINE MILL PROPERTY**

**WHEREAS**, on October 12, 2009, the Columbia Gateway Urban Renewal Agency, hereinafter referred to as “Lender”, entered into a Loan Agreement with Discover Development LLC and TGE, LLC aka Quenett Winery LLC, hereinafter referred to as “Borrower”, where the Lender agreed to make two sources of funding available to the Borrower for the purpose of making tenant improvements to the structures located upon the site of the Sunshine Mill Property; and

**WHEREAS**, on September 19, 2010, Lender and Borrower entered into a First Amendment for the Loan Agreement for the Sunshine Mill Property authorizing an additional \$100,000 to be added to the second source of funding created by the October 12, 2009 Loan Agreement, to be used for exterior improvements, repairs, and painting of the milling building and silo building located upon the Sunshine Mill property; allowing an assignment by Discover Development LLC and TGE, LLC aka Quenett Winery LLC of their obligations under the Loan Agreement to Discover Development LLC, dba Sunshine Mill; and releasing TGE, LLC from its obligations under the Loan Agreement, and have the obligations under the Loan Agreement be assumed solely by an entity to be known as Discover Development LLC, dba Sunshine Mill; and

**WHEREAS**, on October 31, 2014, Lender and Borrower entered into a Second Amendment for the Loan Agreement for the Sunshine Mill Property extending the due date for the balloon loan payment for the loan for the first and second source of funding from October 12, 2014 until December 12, 2014; and

**WHEREAS**, on December 19, 2014, Lender and Borrower entered into a Third Amendment to the October 12, 2009 Loan Agreement between the Lender and Borrower, to increase the interest rate upon the repayment of the outstanding principal balance, establish a schedule for repayment of the principal balance in three installment payments, and include default provisions in the event of a nonpayment of any installment payment; and

**WHEREAS**, following a request by Borrower to revise the terms for payment of the installment due on May 15, 2016, the Lender approved the requested revision and voted to authorize an amendment to the October 12, 2009 Loan Agreement incorporating the revised schedule for payment of the installment due on May 15, 2016;

**NOW, THEREFORE**, in consideration of the provisions set forth herein, it is mutually agreed as followed.

1. The payment schedule for the installment payment which was originally due for payment on May 15, 2016, shall be revised as follows:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Remaining Balance</u>
May 14, 2016	\$15,000	\$85,000
June 15, 2016	\$10,000	\$75,000
July 15, 2016	\$10,000	\$65,000
August 15, 2016	\$10,000	\$55,000
September 15, 2016	\$10,000	\$45,000
October 15, 2016	\$15,000	\$30,000
November 15, 2016	\$10,000	\$20,000

December 15, 2016	\$10,000	\$10,000
January 15, 2017	\$10,000	\$0

2. Except as modified by this Fourth Amendment, and the Third Amendment entered into on December 19, 2014, the Second Amendment entered into on October 31, 2014, and the First Amendment entered into on September 19, 2010, the terms and conditions of the Loan Agreement dated October 12, 2009 shall remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LENDER:**

**Columbia Gateway Urban Renewal Agency**

\_\_\_\_\_  
Stephen E. Lawrence, Chairperson

**BORROWER:**

**Discover Development LLC,  
Dba Sunshine Mill**

\_\_\_\_\_  
James Martin

\_\_\_\_\_  
Title

**SECOND AMENDMENT FOR LAND SALE  
CONTRACT FOR SUNSHINE MILL PROPERTY**

**WHEREAS**, on May 15, 2013, the Columbia Gateway Urban Renewal Agency, hereinafter referred to as "Seller", entered into a Land Sale Contract with Discover Development LLC dba Sunshine Mill, hereinafter referred to as "Purchaser", where the Seller agreed to sell and the Purchaser agreed to purchase the property commonly referred to as the Sunshine Mill Property; and

**WHEREAS**, the Seller and Purchaser entered into a First Amendment to the May 15, 2013 Land Sale Contract extending the closing date for the purchase from May 15, 2015 to May 15, 2018, subject to certain conditions; and

**WHEREAS**, following a request submitted by Purchaser to revise the payment terms for the installment loan payment due on May 15, 2016, on May 23, 2016, the Seller voted to approve the requested revision for the loan payment, and the Seller voted to approve a Second Amendment for the Land Sale Contract;

**NOW, THEREFORE**, in consideration of the provisions set forth herein, it is mutually agreed as follows:

1. Section 2.2 of the Land Sale Contract entered into on May 15, 2013, shall be modified to acknowledge that the terms for repayment of the principal balance and accrued interest for the Loan Agreement dated October 12, 2009, have been modified by the Fourth Amendment to the Loan Agreement entered into by Seller and Purchaser.
2. Except as modified by this Second Amendment, and the First Amendment entered into on December 19, 2014, the terms and conditions of the Land Sale Contract dated May 15, 2013 shall remain in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**SELLER:**

**Columbia Gateway Urban Renewal Agency**

\_\_\_\_\_  
Stephen E. Lawrence, Chairperson

**PURCHASER:**

**Discover Development LLC, dba  
Sunshine Mill**

\_\_\_\_\_  
James Martin

\_\_\_\_\_  
Title