

ORDINANCE NO. 2494

SEP 05 2006


City Clerk

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A FIRST AMENDED ANNEXATION AGREEMENT FOR THE ANNEXATION OF TWO (2) TRACTS OF REAL ESTATE COMPRISING 13.953 ACRES, MORE OR LESS, BELONGING TO RAYMOND F. HAEGELE, SR., ET. AL., WHICH PROPERTY IS LOCATED ON QUARRY ROAD AND NEW PALMER ROAD IN THE CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS

WHEREAS, the First Amended Annexation Agreement this document amends, was made and entered into the 21st day of January, 2002, between Raymond F. Haegele, Sr., et. al., as the owners of two (2) tracts of real estate comprising 13.953 acres, more or less, located at the intersection of New Palmer Road and Quarry Road in the City of Columbia, Illinois (the "City");

WHEREAS, 1.94 acres, more or less, of said property located on the west side of New Palmer Road and fronting on the Quarry Road has been sold, transferred and conveyed to Waterloo BancShares, Inc., an Illinois bank corporation, d/b/a Commercial State Bank of Waterloo, to be developed as a drive-in/drive-through branch bank facility having the assigned address of 200 Quarry Road in the City, said tract of property being more particularly described as follows, to wit:

Part of Tax Lot 2B of U. S. Survey 556, Claim 498 in Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois as shown in the Surveyor's Official Plat Record "A" at Page 106 and being more particularly described as follows:

Commencing at the intersection of the centerline of Old Palmer Road with the centerline of Palmer Road connector as shown by the statutory plat thereof recorded in Envelope 2-55B of the Monroe County Records said intersection point being referenced on said plat as centerline Station 4+15 on Palmer Road connector; thence South 83 degrees 32 minutes 00 seconds West, an assumed bearing along the centerline of Old Palmer Road, 70.00 feet to a point being 70 feet left of Station 4+15 and the Point of Beginning for the herein described tract; thence the following courses and distances along the Westerly right-of-way of said Palmer Road connector: South 06 degrees 28 minutes 00 seconds East 15.00 feet; South 46 degrees 16 minutes 18 seconds East 54.67 feet; South 06 degrees 28 minutes 00 seconds East 12.64 feet; along a curve to the right having a radius of 485.87 feet, a chord of South 07 degrees 01 minutes 41 seconds West 226.76 feet, and an arc length of 228.87 feet; South 62 degrees 30 minutes 36 seconds West 67.27 feet to a point on the Northeasterly right-of-way line of the relocated Palmer Road; thence

along the said Northeasterly right-of-way line North 66 degrees 17 minutes 48 seconds West 270.41 feet; thence along the said Northeasterly right-of-way line North 63 degrees 14 minutes 50 seconds West 80.00 feet to a point on the "as traveled" centerline of Old Palmer Road; thence along said "as traveled" centerline North 44 degrees 28 minutes 53 seconds East 129.73 feet; thence along said "as traveled" centerline North 61 degrees 24 minutes 46 seconds East 140.24 feet; thence North 83 degrees 32 minutes 00 seconds East 150.75 feet to the Point of Beginning.

PERMANENT PROPERTY INDEX NUMBER: 04-09-300-021.

(the "Bank Tract");

WHEREAS, the subject Annexation Agreement in the first paragraph of Section 4 thereof entitled "Quarry Road and New Palmer Road Access" states and provides as follows, to wit:

"(4) Quarry Road and New Palmer Road Access. In the event of the future development of the portion of the Annexation Tracts which is located on the Quarry Road and West of and adjoining Palmer Road, the owner of that property shall use new Palmer Road for the access to the property off of the Quarry Road; except that, should the owner of that property desire to develop the property for automobile service station uses and purposes, the CITY shall allow one (1) additional access point on the Quarry Road for ingress to and egress from that property, of a width and at a location to be approved by the CITY."

WHEREAS, the parties hereto, after careful investigation and due deliberation, have determined and agreed that the Bank Tract involved herein and located at 200 Quarry Road in the City, which is currently subject to the Annexation Agreement restriction aforesaid regarding access to the Quarry Road, should be allowed a right-turn only, exit only access to the Quarry Road from said site and that it is necessary and appropriate that the subject Annexation Agreement be amended to allow and provide for the same;

WHEREAS, Section 11-15.1-3 of the Act governing the procedure for making and amending annexation agreement requires a public hearing to be held regarding the amending of an annexation agreement, pursuant to notice of the hearing being published at least once in a newspaper published in the municipality, not less than fifteen (15) nor more than thirty (30) days prior to the public hearing, following which the amendment to the annexation agreement may be made and entered into upon enactment of an enabling ordinance or resolution enacted by two-thirds (2/3) vote of the corporate authorities of the municipality holding office; where after said agreement shall be signed by the Mayor and the City Clerk for and upon behalf of the municipality;

WHEREAS, a public hearing was held before the Columbia, Illinois City Council (comprised of a Mayor and eight [8] Aldermen, they being the corporate authorities of the City) on the 5th day of September, 2006, and on that date by two-thirds (2/3) vote of the Columbia City Council holding office said City Council voted in favor of enacting this Ordinance to authorize the requested amendment to the First Amended Annexation Agreement involved herein; and,

WHEREAS, the requirements of Section 11-15.1-3, of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code (65 ILCS 5/11-15.1-3) have been fully complied with regarding the making and entering into an amendment of and Annexation Agreement and it is necessary and appropriate that the City Council of the City enact this Ordinance to authorize and approve the First Amendment to the subject First Amended Annexation Agreement and to authorize the Mayor to make and enter into the First Amendment to the First Amended Annexation Agreement for and on behalf of the City, for the uses and purposes therein stated.

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 Mayor is hereby authorized and direct to execute and deliver the First Amendment to the subject First Amended Annexation Agreement dated January 21, 2002, for and on behalf of the City, in the form attached hereto, which is hereby approved as to form, and in as many counterparts as the Mayor shall determine; and, the City Clerk is hereby authorized and directed 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 and approval, as provided by law.

Section 4. The City Attorney is authorized and directed to record in the office of the Recorder of Deeds in and for Monroe County, Illinois, a copy of the fully executed First Amendment of the First Amended Annexation Agreement involved herein, with a certified true copy of this Ordinance attached thereto.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Conrad, 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 5th day of September, 2006.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

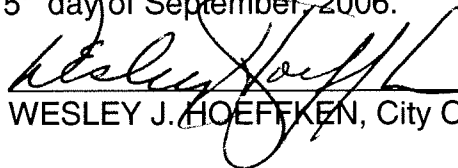
I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2494, entitled:

"AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A FIRST AMENDED ANNEXATION AGREEMENT FOR THE ANNEXATION OF TWO (2) TRACTS OF REAL ESTATE COMPRISING 13.953 ACRES, MORE OR LESS, BELONGING TO RAYMOND F. HAEGELE, SR. , ET. AL., WHICH PROPERTY IS LOCATED ON QUARRY ROAD AND NEW PALMER ROAD IN THE CITY, MONROE COUNTY, ILLINOIS"

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 5th day of September, 2006.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 5th day of September, 2006.



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

**FIRST AMENDMENT TO FIRST AMENDED
PRE-ANNEXATION AGREEMENT FOR THE
ANNEXATION OF TWO (2) TRACTS OF REAL ESTATE
COMPRISING 13.953 ACRES, MORE OR LESS,
BELONGING TO RAYMOND F. HAEGELE, SR., AS
SURVIVING JOINT TENANT OF LOIS J. HAEGELE,
DECEASED; RAYMOND F. HAEGELE, JR., AND
MAUREEN HAEGELE, HIS WIFE; LLOYD FROHLICH
AND MARGARET FROHLICH, HIS WIFE; MARK J.
HAEGELE, SR.; PAUL J. HAEGELE, SR., AND DIANA
HAEGELE, HIS WIFE; ROBERT L. HAEGELE AND
BARBARA HAEGELE, HIS WIFE; THOMAS O. HAEGELE
AND DONNA HAEGELE, HIS WIFE; MATTHEW G.
HAEGELE AND LISA HAEGELE, HIS WIFE; TIMOTHY K.
HAEGELE AND CHERYL HAEGELE, HIS WIFE; AND
JOHN H. BERRA, JR., AND RENEE M. (HAEGELE)
BERRA, HIS WIFE, WHOSE PROPERTY IS LOCATED ON
AND ADJOINS NEW PALMER ROAD AND THE QUARRY
ROAD IN THE CITY OF COLUMBIA, ILLINOIS**

THIS FIRST AMENDMENT to the FIRST AMENDED PRE-ANNEXATION AGREEMENT between RAYMOND F. HAEGELE, SR., ET. AL, as the Parties of the First Part, and the CITY OF COLUMBIA, ILLINOIS, as the Party of the Second Part, dated January 21, 2002, for the annexation of two (2) tracts of real estate comprising 13.953 acres, more or less, is made and entered into to take effect this 5th day of September, 2006, by and between WATERLOO BANCSHARES, INC., an Illinois bank corporation, d/b/a COMMERCIAL STATE BANK OF WATERLOO, (the "Bank" or "CSB"), with corporate office located at 101 South Main Street, City of Waterloo, Monroe County, Illinois 62298, as the Party of the First Part, and the CITY OF COLUMBIA, a Municipal corporation located in the Counties of Monroe and St. Clair, in the State of Illinois, organized and existing under and by virtue of the laws of the State of Illinois, (the "City" or "Columbia"), the Party of the Second Part, WITNESSETH:

WHEREAS, the First Amended Annexation Agreement this document amends, was made and entered into the 21st day of January, 2002, between RAYMOND F. HAEGELE, SR., ET. AL., as the owners of two (2) tracts of real estate comprising

13.953 acres, more or less, located at the intersection of New Palmer Road and Quarry Road in the City;

WHEREAS, 1.94 acres, more or less, of said property located on the west side of New Palmer Road and fronting on the Quarry Road has been sold, transferred and conveyed to WATERLOO BANCSHARES, INC., an Illinois bank corporation, d/b/a COMMERCIAL STATE BANK OF WATERLOO, to be developed as a drive-in/drive-through branch bank facility having the assigned address of 200 Quarry Road in the City, said tract of property being more particularly described as follows, to wit:

Part of Tax Lot 2B of U. S. Survey 556, Claim 498 in Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois as shown in the Surveyor's Official Plat Record "A" at Page 106 and being more particularly described as follows:

Commencing at the intersection of the centerline of Old Palmer Road with the centerline of Palmer Road connector as shown by the statutory plat thereof recorded in Envelope 2-55B of the Monroe County Records said intersection point being referenced on said plat as centerline Station 4+15 on Palmer Road connector; thence South 83 degrees 32 minutes 00 seconds West, an assumed bearing along the centerline of Old Palmer Road, 70.00 feet to a point being 70 feet left of Station 4+15 and the Point of Beginning for the herein described tract; thence the following courses and distances along the Westerly right-of-way of said Palmer Road connector: South 06 degrees 28 minutes 00 seconds East 15.00 feet; South 46 degrees 16 minutes 18 seconds East 54.67 feet; South 06 degrees 28 minutes 00 seconds East 12.64 feet; along a curve to the right having a radius of 485.87 feet, a chord of South 07 degrees 01 minutes 41 seconds West 226.76 feet, and an arc length of 228.87 feet; South 62 degrees 30 minutes 36 seconds West 67.27 feet to a point on the Northeasterly right-of-way line of the relocated Palmer Road; thence along the said Northeasterly right-of-way line North 66 degrees 17 minutes 48 seconds West 270.41 feet; thence along the said Northeasterly right-of-way line North 63 degrees 14 minutes 50 seconds West 80.00 feet to a point on the "as traveled" centerline of Old Palmer Road; thence along said "as traveled" centerline North 44 degrees 28 minutes 53 seconds East 129.73 feet; thence along said "as traveled" centerline North 61 degrees 24 minutes 46 seconds East 140.24 feet; thence North 83 degrees 32 minutes 00 seconds East 150.75 feet to the Point of Beginning.

PERMANENT PROPERTY INDEX NUMBER: 04-09-300-021.

(the "Bank Tract");

WHEREAS, the subject Annexation Agreement in the first paragraph of Section 4

thereof entitled "Quarry Road and New Palmer Road Access" states and provides as follows, to wit:

"(4) Quarry Road and New Palmer Road Access. In the event of the future development of the portion of the Annexation Tracts which is located on the Quarry Road and West of and adjoining Palmer Road, the owner of that property shall use new Palmer Road for the access to the property off of the Quarry Road; except that, should the owner of that property desire to develop the property for automobile service station uses and purposes, the CITY shall allow one (1) additional access point on the Quarry Road for ingress to and egress from that property, of a width and at a location to be approved by the CITY."

WHEREAS, the parties hereto, after careful investigation and due deliberation, have determined and agreed that the above described Bank Tract involved herein and located at 200 Quarry Road in the City, which is currently subject to the Annexation Agreement restriction aforesaid regarding access to the Quarry Road, should be allowed a right-turn only, exit only access to the Quarry Road from said site and that it is necessary and appropriate that the subject Annexation Agreement be amended to allow and provide for the same;

WHEREAS, Section 11-15.1-3 of the Act governing the procedure for making and amending annexation agreements requires a public hearing to be held regarding the amending of an annexation agreement, pursuant to notice of the hearing being published at least once in a newspaper published in the municipality, not less than fifteen (15) nor more than thirty (30) days prior to the public hearing, following which the amendment to the annexation agreement may be made and entered into upon enactment of an enabling ordinance or resolution enacted by two-thirds (2/3) vote of the corporate authorities of the municipality holding office; where after said agreement shall be signed by the Mayor and the City Clerk for and upon behalf of the municipality;

WHEREAS, a public hearing was held before the Columbia, Illinois City Council (comprised of a Mayor and eight [8] Aldermen they being the corporate authorities of the City) on the 5th day of September, 2006, and on that date by two-thirds (2/3) vote of the Columbia, Illinois City Council, the enabling ordinance was enacted to authorize this First Amendment to the First Amended Annexation Agreement dated January 21, 2002.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto, as follows:

I.

The first unnumbered paragraph of Section "4" of said January 21, 2002 First Amended Annexation Agreement is hereby changed and amended to read as follows:

“(4) Quarry Road and New Palmer Road Access. In the event of the development of the portion of the Annexation Tracts which is located on the Quarry Road and West of and adjoining new Palmer Road, (comprising 1.94 acres, more or less, and being the property now belonging to WATERLOO BANCSHARES, INC., d/b/a COMMERCIAL STATE BANK), said tract of real estate shall use new Palmer Road for the access (ingress and egress) to the property off of Quarry Road; except that, the owner of said property shall be allowed by the CITY to have one (1) right turn only, exit only, access to the Quarry Road for egress from that property onto the Quarry Road, of a width and at a location to be approved by the CITY.”

The First Amended Annexation Agreement dated January 21, 2002 between RAYMOND F. HAEGELE, SR., et. al., and the CITY OF COLUMBIA, ILLINOIS, which this Agreement amends, shall remain and be in full force and effect, as amended by this First Amendment Agreement; and, unchanged except as changed and amended by this First Amendment Agreement, for the remaining term of said Annexation Agreement or until hereafter again amended.

IN WITNESS WHEREOF, the parties hereto have made and entered into this First Amendment to First Amended Annexation Agreement to take effect on the date first above written.

WATERLOO BANCSHARES, INC., an Illinois
Bank Corporation, the Party of the First Part

BY: _____
DAVID WEATHERFIELD, President

ATTEST:

CANDACE WEATHERFIELD, Secretary,

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that DAVID WEATHERFIELD and CANDACE WEATHERFIELD, personally known to me and known to me to be the President and Secretary, respectively, of Waterloo BancShares, Inc., an Illinois bank corporation, 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 said corporation, Waterloo BancShares, Inc., for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____, 2006.

Notary Public

CITY OF COLUMBIA, ILLINOIS, a Municipal corporation

BY: _____
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, 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 WESLEY J. HOEFFKEN,

personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois, appeared before me this day in person and acknowledged that they signed and delivered the said document as their free and voluntary act and deed and as the free and voluntary act and deed of said City of Columbia, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this _____ day of _____, 2006.

Notary Public

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P. O. Box 647
Columbia, Illinois 62236
Telephone (618) 281-5185/5186

**FIRST AMENDMENT TO FIRST AMENDED
PRE-ANNEXATION AGREEMENT FOR THE
ANNEXATION OF TWO (2) TRACTS OF REAL
ESTATE COMPRISING 13.953 ACRES, MORE OR
LESS, BELONGING TO RAYMOND F. HAEGELE,
SR., AS SURVIVING JOINT TENANT OF LOIS J.
HAEGELE, DECEASED; RAYMOND F. HAEGELE,
JR., AND MAUREEN HAEGELE, HIS WIFE; LLOYD
FROHLICH AND MARGARET FROHLICH, HIS
WIFE; MARK J. HAEGELE, SR.; PAUL J.
HAEGELE, SR., AND DIANA HAEGELE, HIS WIFE;
ROBERT L. HAEGELE AND BARBARA HAEGELE,
HIS WIFE; THOMAS O. HAEGELE AND DONNA
HAEGELE, HIS WIFE; MATTHEW G. HAEGELE
AND LISA HAEGELE, HIS WIFE; TIMOTHY K.
HAEGELE AND CHERYL HAEGELE, HIS WIFE;
AND JOHN H. BERRA, JR., AND RENEE M.
(HAEGELE) BERRA, HIS WIFE, WHOSE
PROPERTY IS LOCATED ON AND ADJOINS NEW
PALMER ROAD AND THE QUARRY ROAD IN THE
CITY OF COLUMBIA, ILLINOIS**

THIS FIRST AMENDMENT to the FIRST AMENDED PRE-ANNEXATION AGREEMENT between RAYMOND F. HAEGELE, SR., ET. AL, as the Parties of the First Part, and the CITY OF COLUMBIA, ILLINOIS, as the Party of the Second Part, dated January 21, 2002, for the annexation of two (2) tracts of real estate comprising 13.953 acres, more or less, is made and entered into this 5th day of September, 2006, by and between WATERLOO BANCSHARES, INC., an Illinois bank corporation, d/b/a COMMERCIAL STATE BANK OF WATERLOO, (the "Bank" or "CSB"), with corporate office located at 101 South Main Street, City of Waterloo, Monroe County, Illinois 62298, as the Party of the First Part, and the CITY OF COLUMBIA, a Municipal corporation in the Counties of Monroe and St. Clair, in the State of Illinois, organized and existing under and by virtue of the laws of the State of Illinois, (the "City" or "Columbia"), the Party of the Second Part, WITNESSETH:

WHEREAS, the First Amended Annexation Agreement this document amends, was made and entered into the 21st day of January, 2002, between RAYMOND F. HAEGELE, SR., ET. AL., as the owners of two (2) tracts of real estate comprising 13.953 acres, more or less, located at the intersection of New Palmer Road and Quarry Road in the City;

WHEREAS, 1.94 acres, more or less, of said property located on the west side of New Palmer Road and fronting on the Quarry Road has been sold, transferred and conveyed to WATERLOO BANCSHARES, INC., an Illinois bank corporation, d/b/a COMMERCIAL STATE BANK OF WATERLOO, to be developed as a drive-in/drive-through branch bank facility having the assigned address of 200 Quarry Road in the City, said tract of property being more particularly described as follows, to wit:

Part of Tax Lot 2B of U. S. Survey 556, Claim 498 in Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois as shown in the Surveyor's Official Plat Record "A" at Page 106 and being more particularly described as follows:

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PERMANENT PROPERTY INDEX NUMBER: 04-09-300-021.

(the "Bank Tract");

WHEREAS, the subject Annexation Agreement in the first paragraph of Section 4 thereof entitled "Quarry Road and New Palmer Road Access" states and provides as follows, to wit:

"(4) Quarry Road and New Palmer Road Access. In the event of the future development of the portion of the Annexation Tracts which is located on the Quarry Road and West of and adjoining Palmer Road, the owner of that property shall use new Palmer Road for the access to the property off of the Quarry Road; except that, should the owner of that property desire to develop the property for automobile service station uses and purposes, the CITY shall allow one (1) additional access point on the Quarry Road for ingress to and egress from that property, of a width and at a location to be approved by the CITY."

WHEREAS, the parties hereto, after careful investigation and due deliberation, have determined and agreed that the above described Bank Tract involved herein and located at 200 Quarry Road in the City, which is currently subject to the Annexation Agreement restriction aforesaid regarding access to the Quarry Road, should be allowed a right-turn, exit only access to the Quarry Road from said site and that it is necessary and appropriate that the subject Annexation Agreement be amended to allow and provide for the same;

WHEREAS, Section 11-15.1-3 of the Act governing the procedure for making and amending annexation agreements requires public hearing to be held regarding the amending of an annexation agreement, pursuant to notice of the hearing being published at least once in a newspaper published in the municipality, not less than fifteen (15) nor more than thirty (30) days prior to the public hearing, following which the amendment to the annexation agreement may be made and entered into upon enactment of an enabling ordinance or resolution enacted by two-thirds (2/3) vote of the corporate authority of the municipality; where after said agreement shall be signed by the mayor and the city clerk for and upon behalf of the municipality;

WHEREAS, a public hearing was held before the Columbia, Illinois City Council (comprised of a Mayor and eight [8] Aldermen being the corporate authority of the City) on the 5th day of September, 2006, and on that date by two-thirds (2/3) vote of the Columbia City Council the enabling ordinance was enacted to authorize this Annexation Agreement Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto, as follows:

I.

The first unnumbered paragraph of Section "4" of said January 21, 2002 Annexation Agreement is hereby changed and amended to read as follows:

"(4) Quarry Road and New Palmer Road Access. In the event of the development of the portion of the Annexation Tracts which is located on the Quarry Road and West of and adjoining new Palmer Road, (comprising 1.94 acres, more or less, and being the property now belonging to WATERLOO BANCSHARES, INC., d/b/a COMMERCIAL STATE BANK), said tract of real estate shall use new Palmer Road for the access (ingress and egress) to the property off of Quarry Road; except that, the owner of said property shall be allowed by the CITY to have one (1) right turn only, exit-only, access to the Quarry Road for egress from that property onto the Quarry Road, of a width and at a location to be approved by the CITY."

The First Amended Annexation Agreement dated January 21, 2002 between RAYMOND F. HAEGELE, SR., et. al., and the CITY OF COLUMBIA, ILLINOIS, which this Agreement amends, shall remain and be in full force and effect, as amended by this Agreement; and, unchanged except as changed and amended by this Agreement, for the remaining term of said Annexation Agreement.

IN WITNESS WHEREOF, the parties hereto have made and entered into this First Amendment to First Amended Annexation Agreement to take effect on the date first above written.

Illinois
Part
WATERLOO BANCSHARES, INC., an
Bank Corporation, the Party of the First

David Weatherfield, Pres BY: DAVID WEATHERFIELD, President

ATTEST:
Candace Weatherfield Secretary
CANDACE WEATHERFIELD, Secretary,

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

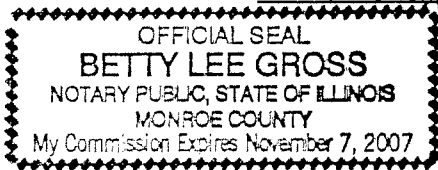
The undersigned, a Notary Public in and for the County and State

aforesaid, hereby certifies that DAVID WEATHERFIELD and CANDACE WEATHERFIELD, personally known to me and known to me to be the President and Secretary, respectively, of Waterloo BancShares, Inc., an Illinois bank corporation, 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 said corporation, Waterloo BancShares, Inc., for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 30th day of August, 2006.

Betty Lee Gross

Notary Public



Municipal

CITY OF COLUMBIA, ILLINOIS, a
corporation

Kevin Hutchinson

BY:

KEVIN B. HUTCHINSON, Mayor

ATTEST:

Wesley J. Hoeffken
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

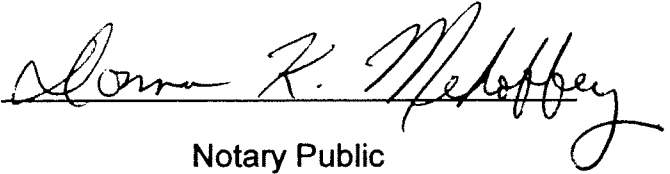
STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and City Clerk of the City of Columbia, Illinois, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said document

as their free and voluntary act and deed and as the free and voluntary act and deed of said City of Columbia, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 5th day of September, 2006.




Notary Public

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P. O. Box 647
Columbia, Illinois 62236
Telephone (618) 281-5185/5186

Waterloo Bancshares, Inc.
Board of Directors Meeting
August 30, 2006

Roll Call

A meeting of the Board of Directors for Waterloo Bancshares, Inc. was held at the Corporation's offices in Waterloo, Illinois, on the above-mentioned date, with Chairman David Weatherfield presiding. The following directors and bank officers were present:

William Nobbe, Glenn Grosse, David Weatherfield, Joseph Koesterer, Todd Quernheim, Brian Nobbe, Brad Watkins, Frank Heiligenstein and Board Secretary Candace Weatherfield.

Resolution

Motion made by Brad Watkins, seconded by William Nobbe, the following resolutions be adopted:

RESOLVED, that David Weatherfield, Chairman of the Board, be authorized to execute the First Amendment to the First Amended Pre-Annexation Agreement.

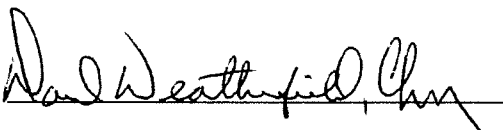
RESOLVED, the Chairman of the Board, David Weatherfield, take the appropriate action necessary for completion of the modified annexation.

The Secretary of the Corporation is directed to file the resolution in the permanent records of the Corporation as the duly authorized act of the Board of Directors of the Corporation.

Motion carried.

Adjournment

With no further business to be discussed motion made by Glenn Grosse, seconded by Frank Heiligenstein, to adjourn the meeting. Motion carried.


David Weatherfield, Chairman


Candace Weatherfield, Secretary