

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

SPECIAL CALLED MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
FRIDAY, JANUARY 29, 2021

Publication Date: January 28, 2021

TIME: 4:30 p.m.
DATE: January 29, 2021
PLACE: City Hall – Council Chambers

I. CALL TO ORDER

II. Consideration and Action on 10th Amendment to the Master Development Agreement [Bender]

III. EXECUTIVE SESSION

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

IV. ADJOURNMENT

**TENTH AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT**

This Tenth Amendment to the Master Development Agreement (this “**Amendment**”) is entered into as of January ____, 2021 by and among the **CITY OF SNELLVILLE**, a municipal corporation created and existing under the laws of the State of Georgia (the “**City**”), the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF SNELLVILLE**, an authority created and existing under the Georgia Downtown Development Authorities Law (O.C.G.A. §36-42-1, *et al*) (the “**DDA**”; the City and the DDA are sometimes hereinafter collectively referred to as the “**City Parties**”), and **MID CAST SNELLVILLE, LLC**, a Florida limited liability company (“**Developer**”). The City Parties and Developer collectively are referred to as “**Parties**.”

WITNESSETH:

WHEREAS, the Parties entered into that certain Master Development Agreement dated August 26, 2019, as amended by that certain First Amendment to the Master Development Agreement dated September 25, 2019, as amended by that certain Second Amendment to the Master Development Agreement dated March 23, 2020, as amended by that certain Third Amendment to Master Development Agreement dated May 26, 2020, as amended by that certain Fourth Amendment to Master Development Agreement dated June 22, 2020, as amended by that certain Fifth Amendment to Master Development Agreement dated August 19, 2020, as amended by that certain Sixth Amendment to Master Development Agreement dated September 21, 2020, as amended by that certain Seventh Amendment to Master Development Agreement dated October 26, 2020, as amended by that certain Eighth Amendment to Master Development Agreement dated November 11, 2020, and as further amended by that certain Ninth Amendment to the Master Development Agreement dated December 3, 2020 (the “**Ninth Amendment**”; collectively, as at any time amended or affected, the “**Master Development Agreement**”) for the development of the City of Snellville’s Towne Center; and

WHEREAS, the Parties desire to extend the Design/Review Period and amend certain other provisions of the Master Development Agreement by means of this Amendment.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Master Development Agreement is hereby amended and the Parties hereby agree as follows:

1. **Recitals; Defined Terms**. The recitals set forth hereinabove are incorporated herein as if restated in their entireties. All initially capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Master Development Agreement.

2. **Amendments to Master Development Agreement**.

(a) The Parties agree that, notwithstanding anything to the contrary in the Master Development Agreement, the Design/Review Period shall be extended so as to expire on Friday, February 12, 2021.

(b) The Parties agree that, notwithstanding anything to the contrary in the Master Development Agreement, the date “November 30, 2020” in Section 11.2 of the Master Development Agreement (which date was previously extended to February 26, 2021 pursuant to the Ninth Amendment) is hereby replaced with “March 12, 2021.”

3. Miscellaneous. To the extent of any conflict between this Amendment and the provisions of the Master Development Agreement, this Amendment shall govern and control in all respects. Except as amended by this Amendment, all other terms and provisions of the Master Development Agreement shall remain in full force and effect as originally set out therein. This Amendment may be executed in multiple counterparts, all of which together shall constitute a single instrument, and each of which shall be deemed an original of this Amendment for all purposes, notwithstanding that less than all signatures appear on any one counterpart. Electronic signatures to this Amendment, whether digital or encrypted (including, without limitation, .pdf scan copies, DocuSign signatures and similar formats) as executed by the parties, and regardless of the form of delivery (including but not limited to electronic delivery), shall be deemed and treated as executed originals for all purposes, and such electronic signatures shall be valid and binding for all purposes when transmitted to and actually received by the other party.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the date first above written.

CITY:

CITY OF SNELLVILLE, STATE OF GEORGIA

By: _____

Name: _____

Title: _____

Attest: _____

City Clerk

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DDA:

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF SNELLVILLE**

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DEVELOPER:

MID CAST SNELLVILLE, LLC,
a Florida limited liability company

By: _____

Name: Kirk S. Demetrops

Title: Manager