



46 attached to this Ordinance and incorporated by reference is approved and the Mayor is  
47 authorized to execute the Second Amendment on behalf of the Town.

48 **SECTION 2. AND BE IT FURTHER ENACTED BY THE MAYOR AND**  
49 **COMMISSIONERS OF THE TOWN OF PERRYVILLE** that this Ordinance shall become  
50 effective at the expiration of twenty (20) days following approval by the Mayor and  
51 Commissioners.

52  
53 **ADOPTED** this 6<sup>th</sup> day of April, 2021, by a vote of 5 yeas, 0 nays, and 0  
54 abstentions.

55  
56 **SEAL:**

**MAYOR AND COMMISSIONERS OF  
THE TOWN OF PERRYVILLE**

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58  
59  
60 By: Robert R. Ashby, Jr. 4/6/2021  
61 Robert R. Ashby, Jr., Mayor  
62

63 **ATTEST:**

64 Jackie Sample  
65 Jackie Sample, Town Clerk  
66

67  
68 Date: 4/6/2021  
69  
70  
71  
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**SECOND AMENDMENT OF TOWN OF PERRYVILLE  
ECONOMIC DEVELOPMENT AGREEMENT**

**THIS SECOND AMENDMENT OF ECONOMIC DEVELOPMENT AGREEMENT** (“Amendment”) entered into this 13 day of April, 2021, by and between TOWN OF PERRYVILLE (“TOWN”) and GWR PERRYVILLE LLC (“COMPANY”).

**EXPLANATORY STATEMENT:** TOWN and COMPANY entered into an Economic Development Agreement with an effective date of March 5, 2019, and an Amendment of Town of Perryville Economic Development Agreement dated October 23, 2019, (collectively “Agreement”), by which the TOWN agreed to provide certain economic development incentives to induce the COMPANY to develop and build a resort hotel of at least 450 rooms, a water park and amenities described in the Agreement (“Project”). The COMPANY desires to expand the Project to, among other things, expand the number of guest rooms from the approximately 500 rooms programmed for development to approximately 703 rooms, and to expand the size of the water park by approximately 37%. The expansion of the Project will result in the use of significantly greater amounts of water and sewer capacity in the TOWN’s water and wastewater systems, and may have other impacts upon TOWN infrastructure and services. The TOWN and COMPANY desire to further amend the Agreement to increase the water and wastewater allocations to be provided by the Town for the Project and related fees payable by the COMPANY to the Town for these allocations of water and wastewater capacity, and to make other revisions to the Agreement related to the expansion. Now, therefore,

**WITNESSETH,** that for and in consideration of the EXPLANATORY STATEMENT that is a material part of this Amendment and not merely prefatory, and other good and valuable considerations, the adequacy and receipt of which are acknowledged, the TOWN and COMPANY agree as follows:

1. Section 1.L. of the Agreement is revised to read as follows:

**SECTION 1. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement:

\* \* \*

L. **Property** means approximately Forty-Four (44) acres of land located in the Town of Perryville upon which the COMPANY will construct the Project. The Property is generally depicted in **Exhibit A** and a Great Wolf Lodge Site Plan for the Project is depicted in **Exhibit B Revised**, both of which are attached hereto and incorporated herein for all purposes.

2. Sections 3.C., 3.D.1. and 3.D.3. of the Agreement are revised to read as follows:

**SECTION 3. OBLIGATIONS OF TOWN.**

C. **Sewer Connection and Sewer Facility Fees.** As reflected on **Exhibit D Revised (2)** attached hereto, TOWN shall reduce by One Million One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$1,128,000.00) its water and sewer connection and sewer facility fees otherwise payable by COMPANY in connection with the Project. TOWN shall credit to COMPANY the amount of One Million One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$1,128,000.00) upon COMPANY paying in full the remaining Five Million Nine Hundred Ninety-two Thousand Dollars (\$5,992,000.00) (the "Net Water and Sewer Connection Fees and Sewer Facility Fee") as depicted on **Exhibit D Revised (2)**, which such amount shall represent the entire amount owed by COMPANY for sewer and water connection and sewer facility fees for the Project, provided that the Town may charge additional sewer and water connection and facility fees if the Project further increases the number of rooms, or otherwise alters its facilities or amenities, to the extent that the Project requires additional water or sewer capacity (average daily usage and average daily volume) in excess of that shown on **Exhibit C Revised (2)**.

D. **Utilities.**

1. TOWN shall perform, at its sole cost and expense, all water and sewer improvements up to the Property necessary to meet the sewer, domestic and fire protection water services usage requirements for the Project as detailed on **Exhibit C Revised (2)** attached hereto and in conformance with the Project schedule to be submitted by the COMPANY (collectively, the "Town Sewer and Water Improvements").

\* \* \*

3. In addition, TOWN shall cooperate and provide non-monetary assistance to COMPANY in securing all other utilities access as necessary to meet the minimum utility usage requirements for the Project as detailed on **Exhibit C Revised (2)** attached hereto and in conformance with the Project schedule to be submitted by the COMPANY, including, without limitation, securing any necessary utility easements.

3. Section 4.H. is added to the Agreement immediately following Section 4.G., to read as follows:

**SECTION 4. OBLIGATIONS OF COMPANY.**

- H. **Road and Improvements Repairs and Installation.** COMPANY agrees to repair, promptly after demand of the Town, all roads and other public improvements damaged or destroyed directly by construction of the Project. For the purpose of documenting the existing condition of Chesapeake Overlook Parkway and other roads and public improvements prior to commencement of construction, within 60 days before the commencement of construction of the Project the TOWN shall provide to COMPANY a photographic report of the condition of Chesapeake Overlook Parkway and other public improvements that may be impacted by the construction of the Project. Upon receiving notice of required repairs from the Town, COMPANY agrees to deposit in escrow with the

TOWN an irrevocable letter of credit in form and amount determined by the TOWN to be satisfactory to secure COMPANY'S timely completion of necessary on-site road improvements, road repairs from damage that may occur during construction, and any other public improvements that COMPANY may install in accordance with a public works agreement between COMPANY and TOWN.

4. Section 7.K. of the Agreement is revised to read as follows:

**SECTION 7. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement.

K. **Exhibits.** The following exhibits are attached to and incorporated into this Agreement for all purposes.

EXHIBIT A: Property Description

EXHIBIT B REVISED: Site Plan

EXHIBIT C REVISED (2): Minimum Utility Usage Requirements

EXHIBIT D REVISED (2): Water and Sewer Connction Fees

EXHIBIT E: Monument Sign

5. Section 7.S. is added to the Agreement immediately following Section 7.R., to read as follows:

**SECTION 7. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement.

S. **Further Expansion of Project.** The TOWN and COMPANY recognize and agree that further expansion of the Project by further increasing the number of guest rooms beyond 703 or increasing the size of the waterpark (individually "Modification" and collectively "Modifications") may have adverse impacts on TOWN's provisions of services and facilities to and for the Project and on TOWN's tax revenues. Therefore, the economic development incentives for the Project set forth in Section 3 of this Agreement shall not apply to any expansion of the Project beyond the current proposed Modifications except as may be expressly provided by a further amendment to this Agreement or by a separate Economic Development Incentives Agreement.

6. **Exhibit B Revised** attached to this Amendment is substituted for Exhibit B to the Agreement.

7. **Exhibit C Revised (2)** attached to this Amcndment is substituted for Exhibit C Revised to the Agreement.

8. **Exhibit D Revised (2)** attached to this Amendment is substituted for Exhibit D Revised to the Agreement.

9. The Agreement remains in full force and effect in all respects not changed by this Second Amendment.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date and year first above written.

[Signature Pages Follow]

**TOWN:**

**TOWN OF PERRYVILLE**


By:   
Robert R. Ashby, Jr., Mayor

**ACKNOWLEDGMENT**

STATE OF MARYLAND, COUNTY OF <sup>HARFORD</sup> ~~CECIL~~, to wit:

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Robert R. Ashby, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of Town of Perryville, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office this 13 day of April 2021.

  
Notary Public  
My Commission Expires: January 15, 2024

***[Signatures continue on next page]***

**COMPANY:**

**GWR PERRYVILLE LLC**

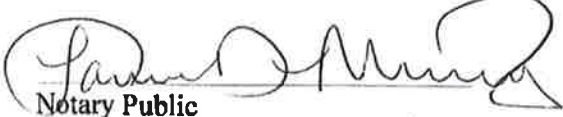
By:   
Name: Steven J. Jacobsen  
Title: Vice President Domestic Development

**ACKNOWLEDGMENT**

**ILLINOIS**  
STATE OF ~~MARYLAND~~, COUNTY OF Lake, to wit:

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Steven J. Jacobsen, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Vice President Domestic Development of GWR Perryville LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office this 10<sup>th</sup> day of April, 2021.

  
Notary Public  
My Commission Expires: 02/06/2024



Commission No. 908088



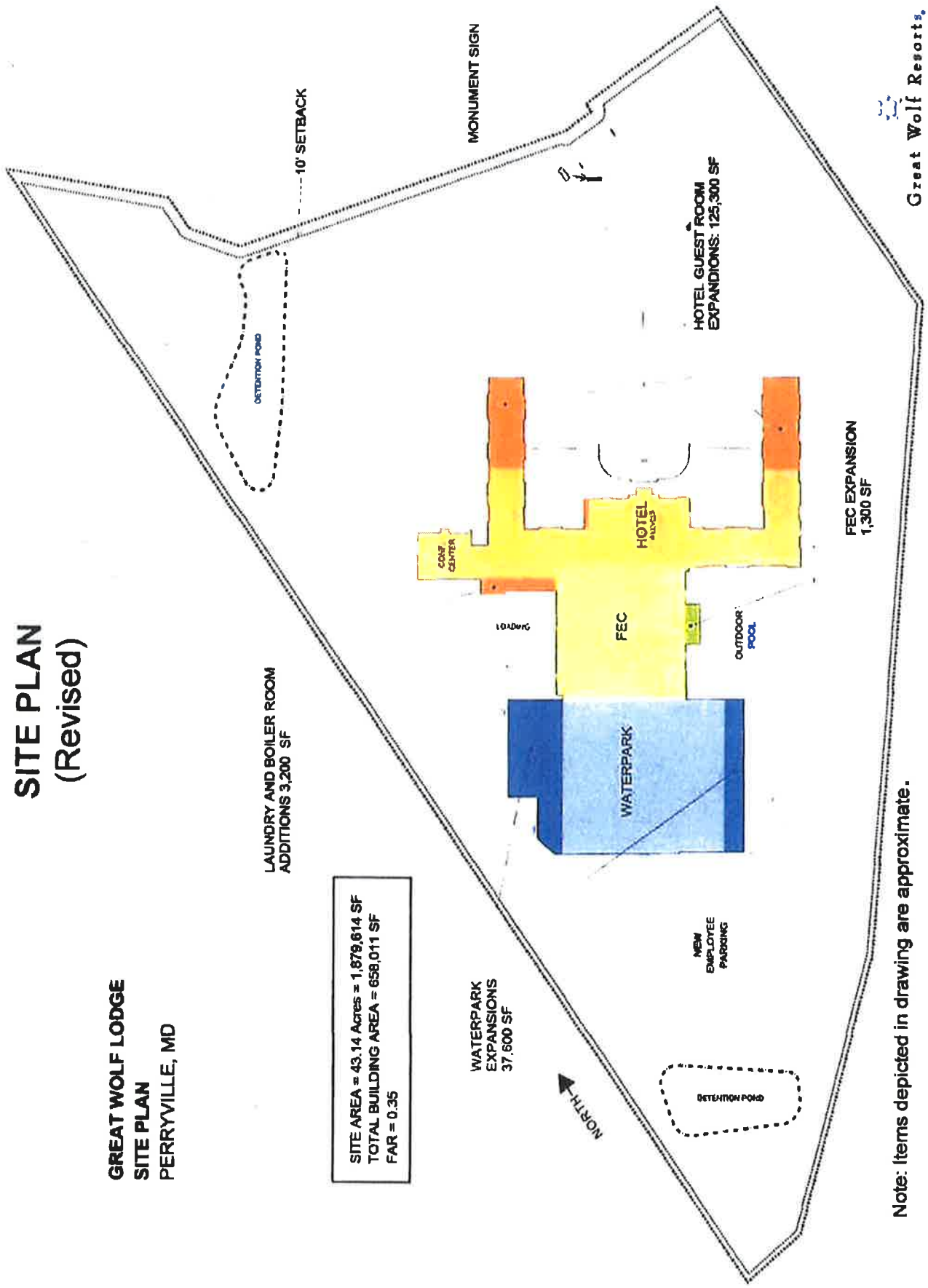
**EXHIBIT B REVISED**

**SITE PLAN**

# SITE PLAN (Revised)

**GREAT WOLF LODGE  
SITE PLAN  
PERRYVILLE, MD**

SITE AREA = 43.14 Acres = 1,879,814 SF  
TOTAL BUILDING AREA = 658,011 SF  
FAR = 0.35



Note: Items depicted in drawing are approximate.

**EXHIBIT C REVISED (2)**  
**MINIMUM UTILITY USAGE REQUIREMENTS**

**EXHIBIT "C"**  
**(Revised 2)**

**GREAT WOLF LODGE**  
**OFF-SITE INFRASTRUCTURE & UTILITIES TO PROPERTY LINE**  
**UTILITY EXHIBIT**  
**2/2/2021**

<b>Project size</b>	<b>Rooms</b>	<b>700</b>
<b>Water</b>	<b>Avg. Daily Usage (Gallons)</b>	<b>156,000</b>
	<b>Min. Pressure (PSI)</b>	<b>65</b>
	<b>Min. Line Size (Inches)</b>	<b>12</b>
<b>Fire flow</b>	<b>Min. flow for 10 min (GPM)</b>	<b>1,500</b>
	<b>Min. flow for 30 min (GPM)</b>	<b>1,000</b>
<b>Sewer</b>	<b>Avg. Daily Usage (Gallons)</b>	<b>156,000</b>
	<b>Min. Line Size (Inches)</b>	<b>12</b>
<b>Electric</b>	<b>Kilowatts (KVA)</b>	<b>12,000</b>
	<b>Ampere</b>	<b>15,000</b>
	<b>Voltage</b>	<b>480/277</b>
	<b>Phase</b>	<b>3 Phase - 4 Wire</b>
<b>Electric (Temp)</b>	<b>Ampere</b>	<b>2,500</b>
	<b>Phase</b>	<b>3 Phase - 4 Wire</b>
<b>Gas</b>	<b>Peak Load (CFH)</b>	<b>40,000</b>
	<b>Pressure after Meter</b>	<b>Medium to high</b>
<b>Phone</b>	<b>Minimum services providers</b>	<b>Min 3 providers</b>
<b>Internet/cable</b>	<b>Minimum services providers</b>	<b>Min 3 providers</b>

**Note:**

- 1) Line sizes for sewer & water are minimum sizes.  
Town of Perryville is required to confirm line sizes based upon uses.  
Final sizes to be confirmed with GWR engineers.**
- 2) Separate water line may be require for fire protection.**
- 3) The above usage requirements assume a project up to 700  
Guest rooms, expanded water park & outdoor pool, Family Entertainment  
center, F&B & meeting space.**

**EXHIBIT D REVISED (2)**

**WATER AND SEWER CONNECTION FEES**

Exhibit D Revised (2)

<b>W/S</b>	<b>GPD</b>	<b>EDU's</b>	<b>Connection / Facillty Fee</b>
<b>Water - Connection</b>	<b>156,000</b>	<b>624</b>	<b>\$ 3,248,000.00</b>
<b>Sewer - Connection</b>	<b>156,000</b>	<b>624</b>	<b>\$ 3,248,000.00</b>
<b>Sewer - Facility</b>	<b>156,000</b>	<b>624</b>	<b>\$ 624,000.00</b>
			<u><b>\$ 7,120,000.00</b></u>
<b>Water and Sewer Connection / Facility Fee Incentive</b>			<u><b>\$ 1,128,000.00</b></u>
<b>Net Water and Sewer Connection Fees and Sewer Facility Fee</b>			<u><u><b>\$ 5,992,000.00</b></u></u>