

C# 20131059

4.5.a

**FIRST AMENDMENT TO THE HOST COMMUNITY AGREEMENT BY AND BETWEEN
CITY OF SPRINGFIELD, MASSACHUSETTS AND
BLUE TARP REDEVELOPMENT, LLC**

This Amendment dated _____, 2015 is made to the Host Community Agreement
By and Between City of Springfield, Massachusetts and Blue Tarp reDevelopment, LLC (the
"Agreement") as of May 14, 2013;

WHEREAS, the City of Springfield Massachusetts and Blue Tarp reDevelopment, LLC
(collectively referred to as the "Parties")¹ wish to amend the Agreement with respect to the parcels
on which the Project² will be located; and

NOW THEREFORE, for good and valuable consideration the Agreement is hereby amended
as follows:

Exhibit H to the Agreement shall be amended and replaced in its entirety as follows:

EXHIBIT H

PROJECT SITE

The Project Site shall be the premises in the following Legal Description and the Locus bounded by
the property lines on the below map.

¹ MGM Springfield reDevelopment, LLC executed a Joinder to the Agreement.
² Capitalized terms not defined in this Amendment shall have the same definition as in the Agreement.

Attachment: Exhibit #1 to Order Approving First Amendment to Host Community Agreement (3119 : Order Approving First Amendment to Host

LEGAL DESCRIPTION
SUBJECT PREMISES - LOT 1 - PROJECT PROPERTY LINE PLAN
SPRINGFIELD, MA

A certain parcel of land situated within the block formed by Main Street, Union Street, East Columbus Avenue and Main Street in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the Northerly most point of the lot to be described hereafter, said point being shown as "P.O.B.#1" on the hereinafter referenced plan; thence

- S50°52'48"E Two hundred eight and twenty-three hundredths feet (208.23') to a point; thence
- S45°44'56"E Three hundred thirty-one and sixty-one hundredths feet (331.61') to a point; thence
- S43°10'27"W One hundred eighty-two and twenty-one hundredths feet (182.21') to a point of curvature; thence
- Southwesterly Along an arc to the right having a radius of twenty and no hundredths feet (20.00'), an arc length of eighteen and sixty hundredths feet (18.60'), a chord length of seventeen and ninety-four hundredths feet (17.94') and a chord bearing of S69°49'13"W to a point of reverse curvature; thence
- Southwesterly Along an arc to the left having a radius of thirty-six and no hundredths feet (36.00'), an arc length of one hundred twenty-two and six hundredths feet (122.06'), a chord length of seventy-one and forty-four hundredths feet (71.44') and a chord bearing of S00°39'45"E to a point of non-tangency; thence
- S46°49'33"E Eight and three hundredths feet (8.03') to a point; thence
- N43°10'41"E One hundred three and no hundredths feet (103.00') to a point; thence
- S47°29'19"E One hundred seventy-one and forty-five hundredths feet (171.45') to a point; thence
- S43°15'22"W One hundred three and no hundredths feet (103.00') to a point; thence
- S47°30'32"E Sixty-seven and fifty-four hundredths feet (67.54') to a point; thence
- N43°21'15"E Two hundred forty-one and fifty hundredths feet (241.50') to a point; thence
- S45°44'56"E One hundred six and ninety-one hundredths feet (106.91') to a point; thence
- S30°31'25"W Fifteen and no hundredths feet (15.00') to a point; thence
- S42°41'58"W Three hundred forty-eight and no hundredths feet (348.00') to a point; thence
- S46°19'02"W One hundred fifty-five and no hundredths feet (155.00') to a point; thence
- S42°37'25"W One hundred fifteen and no hundredths feet (115.00') to a point of curvature; thence

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- Southwesterly Along an arc to the left having a radius of two hundred fifty and no hundredths feet (250.00'), an arc length of sixty-seven and forty-nine hundredths feet (67.49'), a chord length of sixty-seven and twenty-nine hundredths feet (67.29') and a chord bearing of S34°53'22"W to a point of tangency; thence
- S27°09'19"W Thirty-four and no hundredths feet (34.00') to a point; thence
- N47°13'58"W Three hundred sixty-four and thirty-five hundredths feet (364.35') to a point; thence
- N45°44'56"W Forty-nine and forty-eight hundredths feet (49.48') to a point; thence
- S42°59'19"W One hundred forty-two and fifty-three hundredths feet (142.53') to a point; thence
- N48°19'48"W One hundred forty-one and seventy-three hundredths feet (141.73') to a point; thence
- S43°46'56"W Thirty-three and thirty-three hundredths feet (33.33') to a point; thence
- N49°13'21"W Forty-six and sixty-four hundredths feet (46.64') to a point of curvature; thence
- Northwesterly Along an arc to the right having a radius of fifty and no hundredths feet (50.00'), an arc length of seventy-nine and ninety-eight hundredths feet (79.98'), a chord length of seventy-one and seventy-two hundredths feet (71.72') and a chord bearing of N03°23'40"W to a point of tangency; thence
- N42°26'00"E Three hundred eight-two and sixty-one hundredths feet (382.61') to a point; thence
- N48°10'00"W Two hundred eighty-three and fifty hundredths feet (283.50') to a point; thence
- N42°13'15"E Thirty-eight and eighty-nine hundredths feet (38.89') to a point; thence
- N41°54'09"E Four hundred forty-nine and seventy-six hundredths feet (449.76') to the point of beginning.

The above described parcel contains an area of 601,741 square feet (13.81 acres), more or less, and is more particularly shown as "Lot 1" on a plan entitled "Project Property Line Plan - State Street, Main Street, Union Street, Bliss Street, Howard Street, MGM Way & East Columbus Avenue, Springfield, MA". Dated June 15, 2015. Scale: 1" = 80'. Prepared for Blue Tap reDevelopment, LLC, Prepared by Allen & Major Associates, Inc.

LEGAL DESCRIPTION
SUBJECT PREMISES – LOT 2 – PROJECT PROPERTY LINE PLAN
SPRINGFIELD, MA

A certain parcel of land situated within the block formed by Main Street, Union Street, East Columbus Avenue and Main Street in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at the Southwesterly most point of the lot to be described hereafter, said point being shown as "P.O.B.#2" on the hereinafter referenced plan; thence

- N42°13'15"E Sixty and thirty-one hundredths feet (60.31') to a point; thence
- S48°10'00"E One hundred seven and four hundredths feet (107.04') to a point; thence
- S42°01'55"W Sixty and sixty-five hundredths feet (60.65') to a point; thence
- N47°59'05"W One hundred seven and twenty-four hundredths feet (107.24') to the point of beginning.

The above described parcel contains an area of 6,480 square feet (0.15 acres), more or less, and is more particularly shown as "Lot 2" on a plan entitled "Project Property Line Plan – State Street, Main Street, Union Street, Bliss Street, Howard Street, MGM Way & East Columbus Avenue, Springfield, MA". Dated June 15, 2015, Scale: 1" = 80'. Prepared for Blue Tarp reDevelopment, LLC. Prepared by Allen & Major Associates, Inc.

Attachment: Exhibit #1 to Order Approving First Amendment to Host Community Agreement (3119 : Order Approving First Amendment to Host

ISSUED FOR REVIEW

PROJECT NO. 1

PROJECT NAME: PROJECT NO. 1

DATE: 11/11/11

SCALE: 1" = 100'

PROJECT NO. 1

PROJECT NAME: PROJECT NO. 1

DATE: 11/11/11

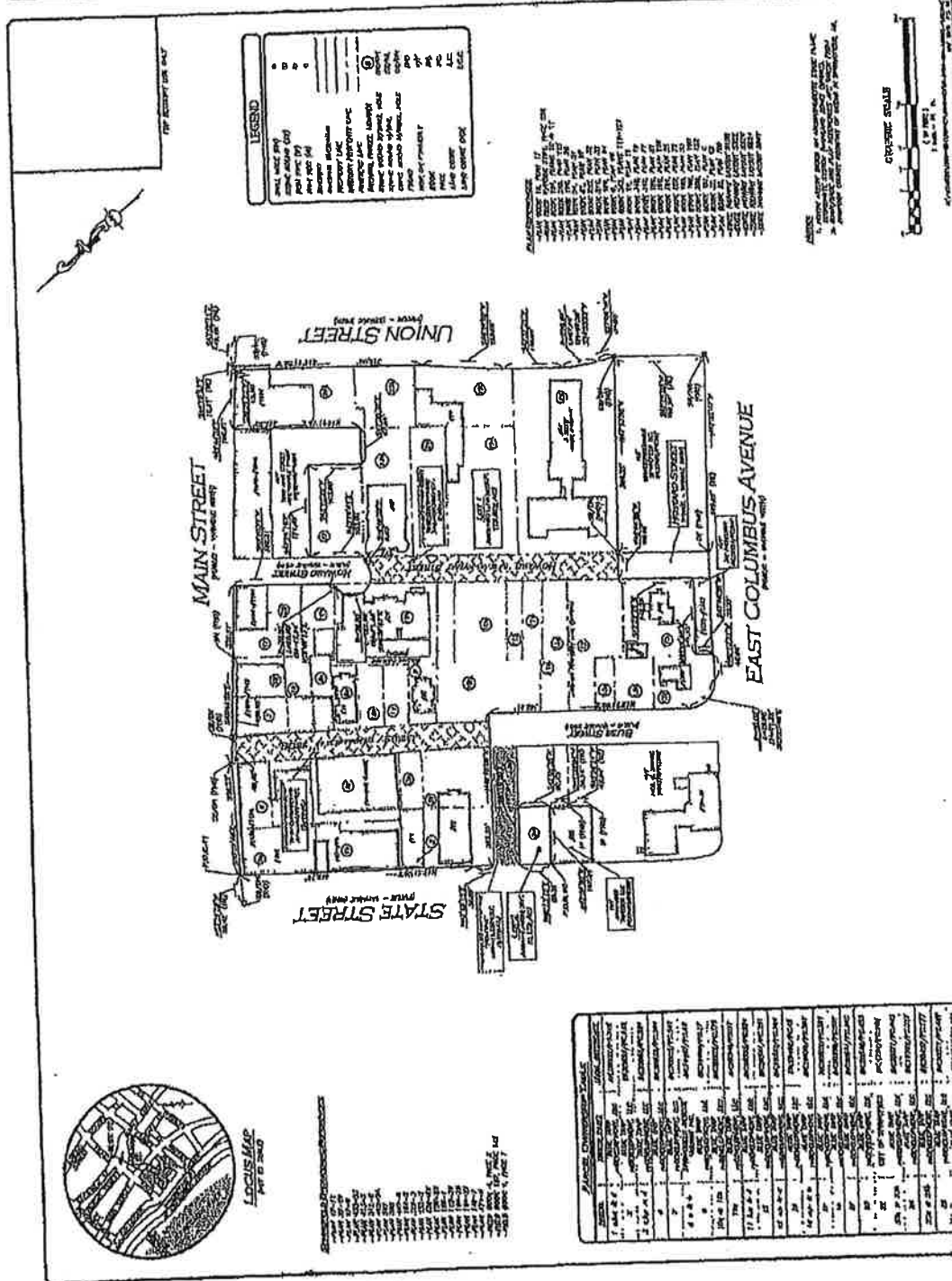
SCALE: 1" = 100'

PROJECT NO. 1

PROJECT NAME: PROJECT NO. 1

DATE: 11/11/11

SCALE: 1" = 100'



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All other terms and provisions of the Agreement shall continue to have full force and affect.
CITY OF SPRINGFIELD, MASSACHUSETTS, a municipal corporation

Approved:

[Signature]
Chief Development Officer
Date Signed: _____

[Signature]
Approved as to appropriation: *na*
City Comptroller
Date Signed: *12/8/15*

Approved as to form:

[Signature]
Edward Pikula, City Solicitor
Date Signed: *12/9/15*

Reviewed:

[Signature]
Chief Administrative and
Financial Officer
Date Signed: *12/10/15*

APPROVED:

[Signature]
DOMENIC J. SARNO, MAYOR
Date Signed: *12/11/15*

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4.5.a

BLUE TARP reDEVELOPMENT, LLC, a Massachusetts limited liability company,

Michael Mathis

MICHAEL MATHIS, President and Chief Operating Officer

Dated Signed: July 2, 2015

MGM SPRINGFIELD reDEVELOPMENT, LLC, a Massachusetts limited liability company,

Michael Mathis

MICHAEL MATHIS, Authorized Signatory

Dated Signed: July 2, 2015

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City of Springfield

ADOPTED

Meeting: 06/22/15 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 3119

Order Approving First Amendment to Host Community Agreement (Mayor Sarno)

WHEREAS, pursuant to "An Act Establishing Expanded Gaming in the Commonwealth", codified at Chapter 194 of the Acts of 2011 and regulations promulgated thereunder (collectively, the "Act"), the Mayor selected "Blue Tarp reDevelopment, LLC, an affiliate of MGM Resorts International" ("Blue Tarp"), as preferred developer, to construct and operate a destination casino resort project in the City on a site bounded generally by State Street, Main Street, Union Street, and East Columbus Avenue; and

WHEREAS, the City and Blue Tarp subsequently entered into a Host Community Agreement which was approved by the City Council and signed by the Mayor and other City officials on behalf of the City; and

WHEREAS, Section 13.15 of the Host Community Agreement allows for amendments by a written instrument signed by the parties; and

WHEREAS, in Section 13.21 of the Host Community Agreement, the City and the Developer (Blue Tarp) agreed to cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the Parties that the Project be successfully completed as expeditiously as is reasonably possible; and

WHEREAS, Blue Tarp has requested a "First Amendment to the Host Community Agreement", a copy of which is attached hereto as Exhibit #1, containing an updated description of the Project Site, in order to more accurately reflect the location of the Project pursuant to Blue Tarp's submissions to the Massachusetts Gaming Commission; and

NOW THEREFORE BE IT ORDERED, pursuant to Section 13.15 of the Host Community Agreement, that the City Council hereby:

- 1) Approves the First Amendment to the Host Community Agreement in substantially the same form as the draft First Amendment submitted by the Mayor to the City Council and attached hereto as Exhibit #1; and
- 2) Authorizes the Mayor to execute the First Amendment to the Host Community Agreement referenced herein, in substantially the same form as the draft First Amendment submitted by the Mayor to the City Council and attached hereto as Exhibit #1.

The First Amendment updates the description of the Project Site to more accurately reflect the location of the Project pursuant to Blue Tarp reDevelopment LLC's submissions to the Massachusetts Gaming Commission.

RESULT:	ADOPTED [10 TO 0]
MOVER:	E. Henry Twiggs, Ward 4 Councilor
SECONDER:	Bud L. Williams, At-Large Councilor
AYES:	Ash, Allen, Concepcion, Ramos, Rooke, Williams, Twiggs, Edwards, Walsh, Fenton
ABSENT:	Kenneth E. Shea, Justin Hurst, Zaida Luna

A true copy of an Order approved by the City Council on June 22, 2015 and approved by the Mayor on July 1, 2015.

Attest:

City Clerk