

**PREPARED BY AND RETURN TO:**  
MCMICHAEL & GRAY, PC  
2055 N. BROWN RD SUITE 250  
LAWRENCEVILLE GA 30043-4920  
FILE #: CONST-

**CROSS REFERENCE:**

Development Agreement at Deed Book 3426, Page 338, Bartow County, Georgia records; and

First Amendment to Development Agreement at Deed Book 3544, Page 136, aforesaid records.

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "*Second Amendment*") is made and effective on the \_\_\_\_ day of \_\_\_\_\_, 2023 ("*Amendment Effective Date*") by and between THE CITY OF CARTERSVILLE, GEORGIA, a municipal corporation of the State of Georgia ("*City*") and SDH Atlanta LLC, a Georgia limited liability company ("*Developer*"), and JACKSON FARM 106, LLC, a Delaware limited liability company ("*Owner 1*"), and JACKSON FARM 85, LLC, a Delaware limited liability company ("*Owner 2*"). The City and Developer are sometimes referred to collectively as the "*Parties*" or individually as a "*Party*".

**WITNESSETH:**

**WHEREAS**, the City, Developer, and Owner 1 previously entered into that certain Development Agreement with an Effective Date of December 16, 2021 and recorded in Deed Book 3426, Page 338, Bartow County, Georgia records (the "*Agreement*") for the terms upon which the Developer could develop its proposed project with approved variance conditions and to provide for payment and performance bonds; and

**WHEREAS**, the City, Developer, and Owner 1 previously entered into that certain First Amendment to Development Agreement with an Effective Date of April 6, 2023 and recorded in Deed Book 3544, Page 136, Bartow County, Georgia records (the "*First Amendment*"); and

**WHEREAS**, Owner 2 is part owner of the property subject to the Agreement and First Amendment, and Owner 2 desires to consent and assent to all of the terms of the Agreement and the First Amendment.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are true and correct to the best of their knowledge, information, and belief and that these representations are material terms of this Second Amendment.

2. All capitalized terms defined in the Agreement, as amended shall have the same meaning when used in this Second Amendment.

3. Owner 2 as a vested title holder of a portion of the Property for which the Developer is improving agrees and consents to all of the terms of the Agreement, the First Amendment, and this Second Amendment.

4. This Second Amendment has been negotiated by the Parties and represents their mutual agreement; moreover, both Parties are sophisticated and have had the right to consult independent counsel of their choosing to advise them of the terms of this Second Amendment. Accordingly, no rule requiring contracts or terms be construed against the drafter shall apply to the terms of this Second Amendment.

5. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument.

6. Except as amended herein, all terms and provisions of the Agreement, as amended, shall remain unmodified and in full force and effect. To the extent of any inconsistency between the Agreement as amended and this Second Amendment, this Second Amendment shall control and prevail.

*Signatures appear on the following page.*

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the Amendment Effective Date.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

[NOTARY SEAL]

CITY:

THE CITY OF CARTERSVILLE, of the County of Bartow, a political subdivision of the State of Georgia

By: \_\_\_\_\_ (SEAL)  
Matthew Santini in his capacity as Mayor of the City of Cartersville, Georgia

Attest: \_\_\_\_\_ (SEAL)  
By: Julia Drake in her capacity as the Clerk of the City of Cartersville, Georgia


[AFFIX CITY'S SEAL]


IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the Amendment Effective Date.

Signed, sealed, and delivered in the presence of:

DEVELOPER:

SDH Atlanta LLC  
a Georgia limited liability company

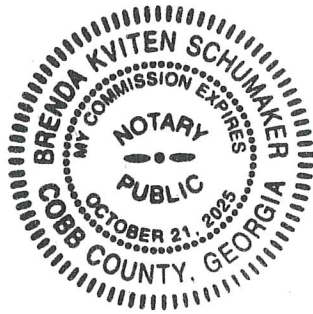
  
\_\_\_\_\_  
Unofficial Witness

By:  (SEAL)  
Name: Scott Bowles  
Its: President

  
\_\_\_\_\_  
Notary Public

My commission expires: 10/21/2025

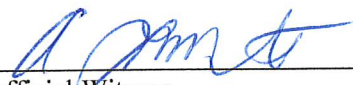
[NOTARY SEAL]



THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARTERSVILLE, GEORGIA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA (“**CITY**”) AND SDH ATLANTA LLC, A GEORGIA LIMITED LIABILITY COMPANY (“**DEVELOPER**”), AND JACKSON FARM 106, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“**OWNER 1**”), AND JACKSON FARM 85, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“**OWNER 2**”) FOR JACKSON FARM SUBDIVISION IS CONSENTED TO AND APPROVED BY OWNER 1, THIS 3<sup>rd</sup> DAY OF May, 2023.

IN WITNESS WHEREOF, Owner 1 has caused this Second Amendment to be executed on the date listed above.

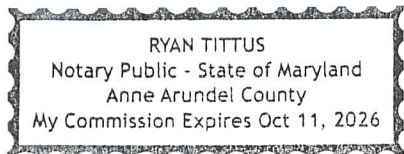
Signed, sealed, and delivered in the presence of:

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public

My commission expires: 10-11-2026

[NOTARY SEAL]




OWNER 1:

JACKSON FARM 106, LLC  
a Delaware limited liability company

By: Builder Capital, LLC  
a Delaware limited liability company  
Its: Manager


By: Arizona Crows Nest Ventures, LLC  
an Arizona limited liability company  
Its: Manager

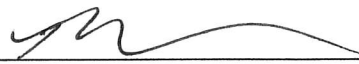
By:   
\_\_\_\_\_  
(SEAL)  
Name: William Southworth  
Its: Sole Member

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARTERSVILLE, GEORGIA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA (“**CITY**”) AND SDH ATLANTA LLC, A GEORGIA LIMITED LIABILITY COMPANY (“**DEVELOPER**”), AND JACKSON FARM 106, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“**OWNER 1**”), AND JACKSON FARM 85, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“**OWNER 2**”) FOR JACKSON FARM SUBDIVISION IS CONSENTED TO AND APPROVED BY OWNER 2, THIS 3<sup>rd</sup> DAY OF Mar, 2023.

IN WITNESS WHEREOF, Owner 2 has caused this Second Amendment to be executed on the date listed above.

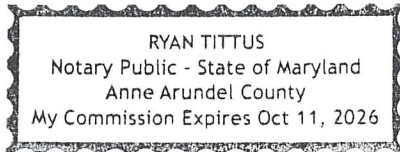
Signed, sealed, and delivered in the presence of:

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public

My commission expires: 10-11-2026

[NOTARY SEAL]

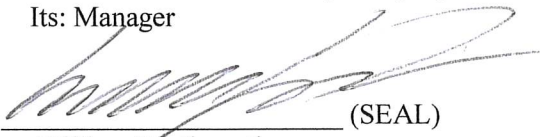


OWNER 2:

JACKSON FARM 85, LLC  
a Delaware limited liability company

By: Builder Capital, LLC  
a Delaware limited liability company  
Its: Manager

By: Arizona Crows Nest Ventures, LLC  
an Arizona limited liability company  
Its: Manager

By:   
\_\_\_\_\_  
(SEAL)  
Name: William Southworth  
Its: Sole Member