Sale of City Property for Hotel development (Mira Sree Holdings LLC Lot 5, 9.98+/- Acres and the withdrawal of the sale of Lots 3 and 4 5.18 +/- Acres)

Bullet Points:

1. City has agreed to sell lot 5 consisting of approximately 9.98+/- acres located at the Wilson Pecan Property to Mira Sree Holdings LLC known as the developer for the development of a National Hotel or Hotels, Retail, or Sports Facilities at the appraised priced Per Acre $50,000.00 and is rescinding the sale of Lots 3 and 4, 5.18+/-Acres under the following terms and Conditions.

2. That the developer no longer has the right to purchase Lots 3 and 4 as previously approved by the City Council or make improvements to the area known as the green space area on property owned by CAFFM.

3. Developer has 1st right of refusal to purchase lots 3 and 4 only if City decides to sell the lots to another private developer for hotel, restaurant or retail development that would compete with developer. Developer would have 30 days to respond in writing from date of the offer being received by the Developer in writing of their intent to purchase lots 3 and 4 at the appraised price per acre of $60,000.00 determined at the time of the sale of Lot 5, 9398 +/- acres. This 1st right of refusal will remain in effect for 72 months from the date of the sale of Lot 5, 9.98 +/- acres.

4. Contingent upon proper completion of the Constitution of the State of Alabama laws regarding economic development and the proper advertisements which the City hereby approves. City still needs to declare the property surplus so this needs to remain.

5. Developer securing approval for a national flag hotel such as La Quinta as an example (Franchise Agreement has been signed). Al could you please send us a copy of the agreement (First page and signature page will work).

6. After sale of lot 5 to the developer, City will utilize sales proceeds to construct the North South connector roadway at the same time the hotel construction begins on Lot 5 or before. This roadway will attach CR 20 access to Stabler Avenue and runs along the East edge of lot 5 giving developer's property access from CR 20 from the south and additional access from Stabler Avenue as well as Juniper Street and Pride Drive. Any additional dollars left over from the sale of lot 5 after roadway, sidewalks, street lights, curb cuts signage have been completed will go to other infrastructure improvements such as water, sewer and electric to the property line of lot 5 that would benefit developers development. (City cannot do any work on private property.) Any money left over after completion of improvements will go to improve Beck Road, but only for the improvements that fronts the developer's property. Al doubt very seriously there will be any dollars left over after we complete roadway and other improvements that will benefit your 10 acres .

7. City is in the process of rezoning the CAFFM, Wolf Bay Lodge, and lots 3, 4, and 5 to a PDD (PUD) so developer and other owners can have signage at CR 20 and Farmers Market entrance, as well as Juniper and Stabler Avenues.

8. Timing of sale of the Lot 5, 9.98+/- acres (City Property) is dictated by the following bullet points a, b, c, developer's hotel project.

a. Kindred Healthcare agreeing to move their location to the property behind the YMCA which is their desired site.

b. Rezoning recommended by Planning Commission to Council and Council approving (PDD) zoning so that signage can be displayed for all businesses at key road intersections.

c. The developer agrees to start construction on the hotel by July 1, 2017. If he fails to start construction by this date, the City has the right to repurchase the land at the original sales price.

9. City has obtained an appraisal on Lot 5 as well as lots 3 and 4. Appraisal for Lot 5 is $50,000 per acre and Lot's 3 & 4 appraised at $60,000 per acre total cost for appraisal cost was $3,750.00.

10. Appraisal cost to be split 50/50 between City and Developer.

11. Developer and his development will be part of the new Cooperative District and charged a 2% fee on all room nights and retail sales that would be collected by the City and split 50/50 with the developer in order to recover a portion of his investment .This agreement would remain enforce for a period of 15 years or whatever length of time that the other Entities in the district will be levied this fee. The 1% shared with the developer will stop once the developer recovers 35% of his initial cost or when the Cooperative Fee no longer is levied 1st to occur. This would be standard for any new Entity within the boundary of the Cooperative District.