

All

Some comments on the Land Development Agreement:

- Page 1 – parking is listed as approximately 85 vehicles. This is contrary to the City Hall Grant and the RFP.
- Article II – Section 2.1 - they may have missed the deadline to file for an extension if so they have lost their option.
- Article II – Section 2.2 – first paragraph - they are required to maintain Front St.
- Article II – Section 2.2 – third paragraph - they agreed that they are fully aware of all existing conditions of the site.
- Article II – Section 2.2 – third paragraph – interesting clause about extending sewer to the south prior to construction.
- Article II – Section 2.4.b – they agreed to apply for a pilot from TIDA within 90 days of signing the Land Development Agreement. They are just beginning to pursue this now.
- Article II – Section 2.4.b – they agreed to not apply for any other “form of financial assistance or local tax abatement with respect to the Land or the Project from any other program, industrial development agency or authority” Wouldn’t the Farmers Market Grant be in violation of this?
- Article VI – Section 6.1(c) –Grants total \$3,688,631 and they must match \$472,000. All of this must be used for public access and parking.

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