

## DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2017, by and between THE MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG, MISSISSIPPI (City) and 1311, L.L.C. , a Mississippi limited liability company (Developer):

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), paid to City by Developer, the receipt and sufficiency of which amount is hereby acknowledged by City this date, and in further consideration of the covenants and agreements contained in this Agreement, it is hereby covenanted and agreed among the parties hereto as follows:

AGREEMENT OF CONVEYANCE FOR DEVELOPMENT. City hereby agrees to convey unto Developer and Developer hereby agrees to accept from City, upon all the terms and conditions hereinafter set forth, the property located on the south side of 1311 Washington Street, more specifically attached hereto as Exhibit "A" and incorporated herein by reference. Pursuant to Section 57-7-1 of the Mississippi Code, the City has authority to convey surplus property and grant an access and storage easement for good and valuable consideration. Developer has agreed to pay \$7,000.00 for the conveyance of 1072.01 SF and an easement of 317.16 SF. Additionally, Developer has agreed to renovate the historic building, reclaiming its storefront features, use the first floor for commercial/retail uses, add a second floor with 6 - 7 apartments, and have a roof top catering venue (the "project"). The purchase price and additional promises are good and valuable consideration for the property. Additionally, Developer agrees to re-locate the City's water and sanitary sewer lines and the storm drain inlet to the city property outside of the property described herein. The re-located utilities will be installed in accordance with all applicable codes and industry standards.

Developer will be responsible for the maintenance of the portion of the storm drain that crosses the property described herein.

CLOSING. Developer and City shall consummate and close the sale contemplated by this Agreement within thirty (30) days from the approval of this contract in the City Minutes. The conveyance shall be by Quitclaim Deed. The closing shall be at such place, time and date as mutually agreed upon by Developer and City.

INSPECTION. Developer has entered upon Said Property personally for the purpose of inspecting the property and gathering information about Said Property. Developer has determined that the property can be utilized for an elevator shaft and stair case and courtyard and has secured funds for the construction of the entire project. Developer agrees to accept the property in its "As Is" condition.

INDEMNITY: Developer agrees that the City has no liability regarding the condition of the property or the rehabilitation of the property. Developer agrees to indemnify and hold the City harmless from any and all claims, demands, judgments or other damages resulting in bodily injury and/or property damage that may occur as a result of, during the time of or after, Developer's construction of the project. Particularly, Developer agrees to indemnify and hold City harmless for any claims or damages that may arise from water drainage in the area, including water drainage from the City's parking lot and retaining wall.

REHABILITATION: Developer agrees that material construction on the renovation project will begin within sixty (60) days, unless extended by the City. Developer further agrees and covenants that the project will be constructed completely in accordance with the drawings provided by the Developer within one (1) year of this conveyance. Developer will

invest an amount greater than \$200,000.00 for the construction of the project and has obtained financing for this investment. In the event that Developer fails to begin and complete the project within one (1) years, or within an extension of time as approved by the City of Vicksburg, the title to the property shall revert to the City of Vicksburg and such reversionary right shall be evidenced by a Certificate of Reversion which will be filed in the Warren County, Mississippi, Land Records. In the event that the City of Vicksburg exercises its right of reverter, all title to the property reverting to the Grantor shall be free and clear of any liens, encumbrances or mortgages of any kind. The Grantor is by no means subordinating its reversionary rights and its rights to acquire fee simple title to the property to the rights of any third parties. At the completion of said rehabilitation of the property, the City will file a Certificate of Completion in the Warren County, Mississippi Land Records which will extinguish its right to any reversionary interest.

The Developer, its successors and assigns, shall devote the use of the property for the commercial uses on the ground floor and residential uses on the second floor, unless another use is approved in writing by the Board of Mayor and Aldermen of the City of Vicksburg, Mississippi.

The Developer may not sell, lease or otherwise transfer the herein described property without the prior written consent and approval of the City of Vicksburg until the Certificate of Completion is filed in the Warren County, Mississippi Land Records. After the Certificate of Completion is filed, the property may be leased or transferred.

DEFAULT: In the event that Developer defaults in its obligations hereunder and does not begin or complete the construction of the project described herein, the City shall give the

Developer written notice of default and a reasonable time period in which to cure said default. If the default is not cured, the property shall revert to the City as evidenced by a Certificate of Reversion filed in the Warren County, Mississippi Land Records. In the event the City exercises its right of reversion upon the default of the Developer, Developer shall not be entitled to any refund or damages.

MISCELLANEOUS: This contract shall be construed in accordance with Mississippi law.

SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns. Developer shall not lease, assign or transfer the property without the prior written consent of the City of Vicksburg until after the Certificate of Completion has been filed in the Warren County, Mississippi, Land Records.

GUARANTY: City makes no representations or warranties as to the title or condition of the property. Developer is taking title to the property in its "as is" condition. Developer shall satisfy itself as to the physical condition of the property and the title of the property.

TAXES: Grantee will be responsible for the payment of 2017 taxes, if any, which will be due and payable on January 1, 2018.

SURVIVING CONDITIONS. It is understood that the warranties, representations and covenants contained herein shall have continuing effect and will remain in effect after closing. The parties agree that it is not necessary to repeat the warranties, representations and covenants in a separate document at closing for them to survive after closing. All terms and conditions of this Agreement not performed at closing shall survive the closing hereunder and

shall not be merged into the Quitclaim Deed between the City and the Developer.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Developer:

1311, LLC

City:

The Mayor and Aldermen of the City  
of Vicksburg, Mississippi

By: \_\_\_\_\_

Thomas R. Cantwell, Jr., Manager

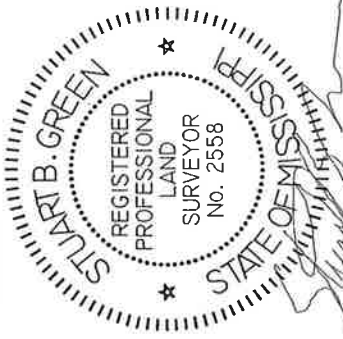
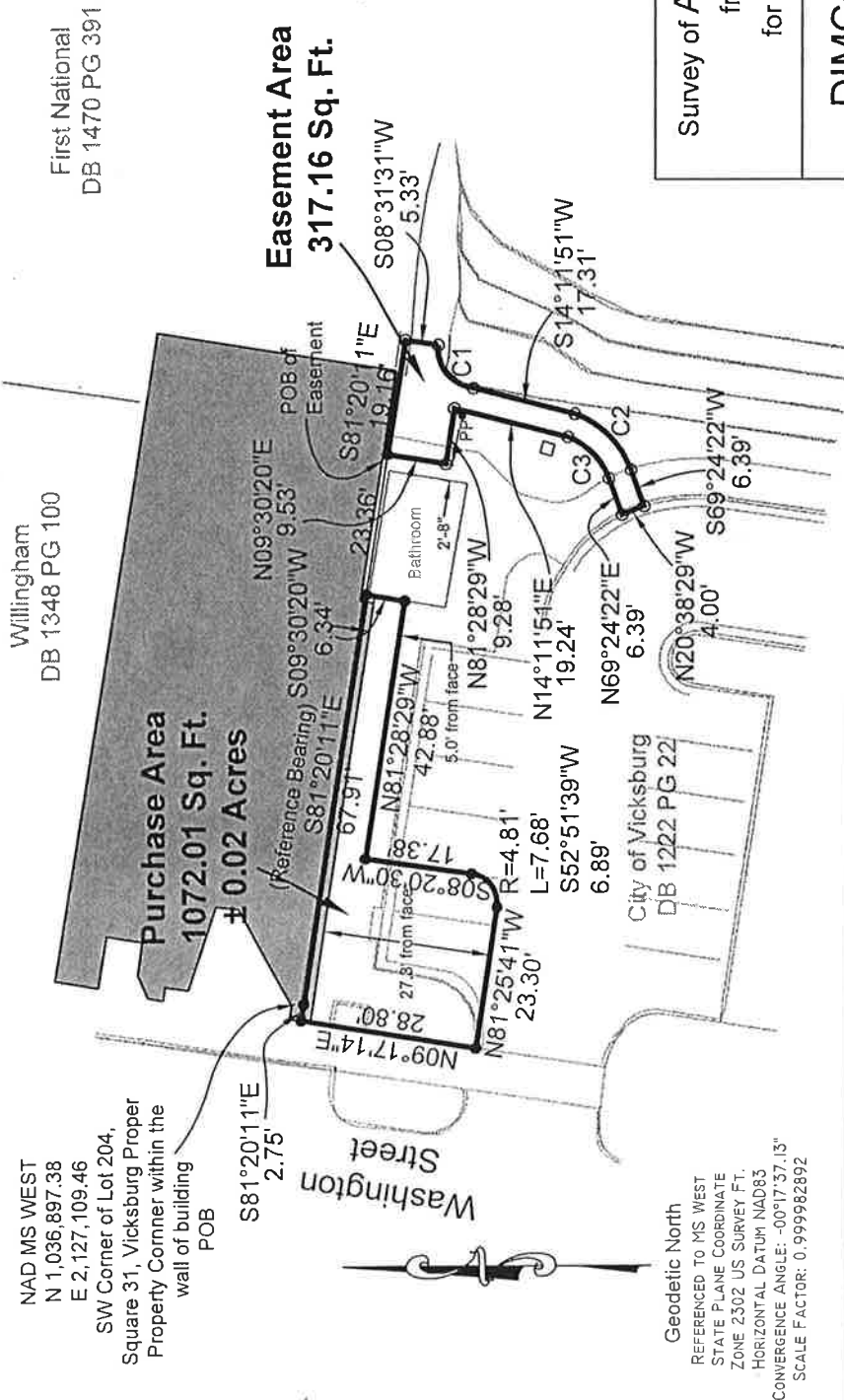
By: \_\_\_\_\_

George Flaggs, Jr., Mayor

Beginning at the Southwest Corner of Lot 204, Square 31, Vicksburg Proper, thence S 81°20'11"E, 67.91 feet; thence S 09°30'20"E, 6.34 feet to a point 5 feet south of a building face; thence along a line being 5 feet south and parallel to said building face, N 81°28'29"W, 42.88 feet; thence S 08°20'30"W, 17.38 feet; thence along a curve to the right having a radius of 4.81 feet, a length of 7.68 feet, and a chord bearing and distance of S 52°51'39"W, 6.89 feet; thence N 81°25'41"W, 23.30 feet; thence N 09°17'14"E, 28.80 feet; thence S 81°20'11"E, 2.75 feet to the POINT OF BEGINNING, being 1072.01 Sq. Ft., or 0.02 Acres, more or less, and being part of tax parcel 094P 19 001031006300 as recorded in Deed Book 1222, at Page 22 of the Land Records of Warren County, Mississippi.

#### Storage and Access Easement

Commencing at the Southwest Corner of Lot 204, Square 31, Vicksburg Proper, thence S 81°20'11"E, 91.27 feet to the POINT OF BEGINNING; thence continue S 81°20'11"E, 19.16 feet; thence S 08°31'31"W, 5.33 feet; thence along a curve to the left, having a length of 10.08 feet, a radius of 6.69 feet, and a chord of S 51°49'36"W, 9.15 feet; thence S 14°11'51"W, 17.31 feet; thence along a curve to the right, having a length of 13.65 feet, a radius of 15.74 feet, and a chord of S 44°33'43"W, 13.22 feet; thence S 69°24'22"W, 6.39 feet to an existing face of curb; thence N 20°38'29"W, 4.00 feet to an existing face of curb; thence N 69°24'22"E, 6.39 feet; thence along a curve to the left, having a length of 10.00 feet, a radius of 11.74 feet, and a chord of N 44°59'54"E, 9.70 feet; thence N 14°11'51"E, 19.24 feet; thence N 81°28'29"W, 9.28 feet; thence N 09°30'20"E, 9.53 feet to the POINT OF BEGINNING, containing 317.16 Sq. Ft.



#### Certificate

I, Stuart B. Green, Registered Professional Surveyor, do hereby certify that I have caused a survey to be made on the herein described and platted property, that it meets the Standards of Practice for Surveyors in Mississippi for a Class "B" Survey, and that the same is true and correct to the best of my knowledge and belief.

Dated this day, July 5, 2017  
Stuart B. Green, PLS #2558

Class "B" Survey

Survey of Additional Lands and Easement  
from the City of Vicksburg  
for 1311 Washington Street

DIMCO, Inc.

1012 Ryan Street  
Vicksburg, MS 39180

Fax: 601-634-0299 Phone: 601-634-0298

Scale: 1"=30' Date: 08/07/17

A-Cad: QM Ck.: SG Job: 1161

City of Vicksburg  
Warren County, MS

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	10.08	6.69	S51°49'36"W	9.15'
C2	13.65	15.74	S44°33'43"W	13.22'
C3	10.00	11.74	N44°59'54"E	9.70'