

CITY OF CAPE CORAL, FLORIDA
BIMINI EAST
NON-BINDING TERM SHEET

This Term Sheet summarizes the terms discussed for the proposed Bimini East Project between the City of Cape Coral, Florida, and Bimini Basin Redevelopment Company, LLC (“Developer”). These terms are non-binding and intended solely to memorialize ongoing discussions. They will serve as a framework to guide the preparation and negotiation of a final Purchase and Sale Agreement, Development Agreement and related documents.

Project Overview and Description

- **Project Area:** Approximate 34-acre site
- **Current Zoning:** MXB (Mixed-Use Bimini)
- **Project Overview:** Developer to deliver a mixed-use program consistent with its proposal including, but not limited to:
 - 2 National Brand Hotels
 - Dining/Retail/Service Space(s)
 - 45 Slip Marina
 - Family Entertainment
 - Waterfront Bandshell
 - 4 Structured Parking
 - Expansion of Four Freedoms Park
 - Police Substation
 - Apartments and townhomes
 - Medical and Clinical Offices
 - Entertainment
 - Community Amenities
 - Pedestrian Connectivity with Bimini Square
- **Current Status:** Undeveloped site, requiring new infrastructure and capital improvements, 47 assembled and cleared parcels; 8 parcels with vertical structures within the identified project area are not owned by the City of Cape Coral

Terms and Conditions

- 1) The scope, design, and master plan of the Project shall conform to the vision and specifications detailed in Developer’s formal response to Request for Proposal (“RFP”) No. RCR25176KMR for the Redevelopment of Bimini East (“Project”).

- 2) Developer shall construct the contemplated improvements on the Property, representing an estimated total capital investment and project valuation of approximately Five Hundred Million and 00/100 Dollars (\$500,000,000.00).
- 3) Land Purchase and Phased Payment Schedule:
 - (a) Initial Site Conveyance: The City shall convey the City owned 22-acre site to Developer for a nominal fee of \$ _____ to allow Developer to secure site control and initiate necessary pre-construction and site preparation work.
 - (b) Deferred Purchase Price: As consideration for the conveyance, Developer shall owe the City a total purchase price balance of Twenty-Six Million Two Hundred Ninety-Two Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$26,292,325.00). This balance shall be amortized and paid in accordance with the phased purchase price payment schedule detailed in section 3(c) below. Notwithstanding the phased payment schedule, the entire outstanding balance of the purchase price shall be paid in full no later than ten (10) years from the date of initial property conveyance.
 - (c) Phased Purchase Price Payments: As a strict condition precedent to the commencement of construction on any individual Block of the Project, and prior to the City's issuance of any building, site development, or construction permit for such Block, Developer shall pay to the City the full, unreduced purchase price allocated for that specific Block, as set forth in a future Exhibit.
- 4) The parties shall execute a Development Agreement that governs the Project's architectural design, construction timelines, and operational and business frameworks.
- 5) Developer shall construct a marina within Bimini Basin with a minimum of forty-five (45) boat slips. The development shall also include related upland facilities, the final scope and specifications of which are subject to future determination and mutual approval by the Parties. In consideration therefor, Developer will receive a total of forty-five (45) boat slip transfer credits at zero cost. This total allocation comprises twenty-seven (27) slips allocated by right from Four Freedoms Park and eighteen (18) slips provided by the City, for a cumulative total of forty-five (45) slips. A minimum of three (3) slips shall be reserved exclusively for public use and shall be made available to the general public at no charge.
- 6) Developer shall be responsible for the design, permitting, financing, construction, operations, and long-term management of the marina facility. Developer covenants that the marina shall be constructed and operated as a facility open for public use and shall maintain strict compliance with all local, state, and federal regulatory requirements, including but not limited to approvals from the South Florida Water Management District ("SFWMD") and the U.S. Army Corps of Engineers.

- 7) Developer shall construct a waterfront bandshell within the boundaries of the Project.
- 8) Developer shall construct four (4) parking structures providing an aggregate minimum of _____ total parking spaces. Of the total spaces provided, a minimum of _____ spaces shall be permanently dedicated for public use.
- 9) Developer shall permit the City, in the event of a declared emergency or natural disaster, to utilize designated portions of the Project's parking lots and/or parking structures for emergency vehicle staging.
- 10) Developer shall be responsible for the operation, management, and maintenance of the City installed mooring field, subject to a separate comprehensive Operating Agreement.
- 11) Developer shall be responsible for the operation, management, programming, maintenance, and oversight of the band shell, marina, all parking structures, and any associated amenities.
- 12) Developer shall be responsible, at its sole cost and expense, for the design, permitting, and construction of all master on-site infrastructure necessary to serve Bimini East, including but not limited to all interior roadways, street lighting, wet and dry utilities, pedestrian facilities, exfiltration systems, and on-site stormwater management improvements.
 - (a) Developer shall convey the lift station to the City. Subject to and conditioned upon the lift station meeting all applicable engineering design standards and passing final inspection, the City shall accept and assume full operational control and responsibility for the ongoing management, repair, and maintenance.
 - (b) Developer shall maintain exclusive ownership, management, and maintenance responsibility for all interior roadways and all wet and dry utility systems.
- 13) Developer shall construct a public pedestrian promenade connecting Bimini Square to Bimini East. City agrees to contribute fifty percent (50%) of the costs incurred for the design, permitting, and construction of the pedestrian promenade, matching the Developer's capital contribution on a dollar-for-dollar basis. The City's matching obligation shall be subject to an absolute, maximum, not-to-exceed cap of One Million and 00/100 Dollars (\$1,000,000.00). Any and all project costs exceeding an aggregate budget of Two Million and 00/100 Dollars (\$2,000,000.00) for the public pedestrian promenade shall be funded entirely by the Developer, without any right of contribution or reimbursement from the City.
- 14) Developer shall construct a Police Substation shell, built at Developer's expense to the City's technical specifications. In consideration therefor, City staff shall make a formal recommendation for the issuance of Police Impact Fee Credits to Developer. The Police Substation shall be situated in a mutually acceptable location, and the parties shall execute a long-term, triple-net lease for the space at a substantially reduced, nominal rental rate.

- 15) Developer shall be responsible for the design, permitting, and construction of the underground stormwater utility upgrades along Victoria Drive. The City shall reimburse Developer for all actual and documented costs associated with the design and installation of such public infrastructure improvements.
- 16) The City and Developer shall share the costs associated with the improvements on and along Coronado Parkway and Miramar Street. The specific cost share allocation shall be mutually agreed upon by the parties and memorialized in the Development Agreement.
- 17) Acquisition of Parcels: There are five (5) outstanding real property parcels situated within the City's 22-acre site, which comprise three (3) distinct properties: (i) George's Garage (STRAP No. 13-45-23-C2-01081.0300); (ii) the Trumbull Apartments (consisting of STRAP Nos. 13-45-23-C2-00083.0180, 13-45-23-C2-00083.0150, and 13-45-23-C2-00083.0100); and (iii) the Duplex (STRAP No. 13-45-23-C2-00083.0330). Additionally, the parties recognize that a cohesive development requires the incorporation of specific outstanding adjacent properties.
 - (a) The City shall purchase and acquire fee simple title to George's Garage and the Trumbull Apartments for a purchase price of Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00) per property (for a total aggregate acquisition cost of \$11,000,000.00) in accordance with the purchase price negotiated by Developer. Developer shall make an upfront payment to the City in the amount of One Million Nine Hundred Ninety Thousand and 00/100 Dollars (\$1,990,000.00) to be applied toward the City's acquisition of George's Garage and the Trumbull Apartments. Following the City's acquisition, title to both parcels shall be transferred to Developer pursuant to the terms of the executed Purchase and Sale Agreement and contingent upon the final execution of the Development Agreement.
 - (b) Developer shall be responsible for securing clean title, fee simple ownership, or binding site control of the Duplex.
 - (c) Developer shall be responsible for securing clean title, fee simple ownership, or binding site control to three (3) additional adjacent parcels, ensuring the properties are free of encumbrances to facilitate the unified development of the Project in accordance with the proposed scope, design, and master plan of the Project (STRAP Nos. 13-45-23-C2-00000.30B0, 13-45-23-C2-00000.30B1, and 13-45-23-C2-00102.0010).
- 18) City staff shall make a formal recommendation to the Community Redevelopment Agency ("CRA") Board to authorize demolition cost reimbursements pursuant to the Demolition Assistance Grant Program for up to eight (8) eligible structures, which shall be capped at a maximum, not-to-exceed amount of \$200,000 per individual structure.
- 19) The City shall process the vacation of the public rights-of-way and roadways within the Project boundaries.

- 20) The City agrees to convey to Developer, via sale or property exchange, those certain real property parcels situated within the Bimini East area and Four Freedoms Park. The precise boundaries and legal descriptions of the parcels to be conveyed shall be determined by a certified survey to be mutually approved by the parties prior to execution of the Development Agreement.
- 21) City staff shall make a formal recommendation to the CRA Board to authorize a Tax Increment Financing ("TIF") Rebate in an amount not to exceed Forty-Five Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$45,750,000.00). The recommended rebate shall be calculated at a rate of ninety-five percent (95%) of the annual tax increment generated by the Project, with an expiration date of September 30, 2042.
- 22) The City shall provide Developer with annual impact fee credits in an amount up to Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per fiscal year. These credits shall be applied toward applicable Fire, Advanced Life Support (ALS), Parks, and Mobility impact fees, subject to an absolute, cumulative cap not to exceed Five Million and 00/100 Dollars (\$5,000,000.00).
- 23) Developer shall retain all revenues generated by the band shell, marina, mooring field, and parking structures, to offset the ongoing operations, maintenance, and management costs of the facilities.
- 24) Based on the projected scope of redevelopment, the Developer shall have zero financial obligation for any downstream water and sewer utility expansion required to serve the Project. Notwithstanding the foregoing, the parties agree that the Development Agreement shall address and allocate the responsibility, design, construction, and cost-sharing of any water, sewer, or stormwater system upgrades or extensions necessitated by the specific service demands and design impacts of the Project located on or about Victoria Drive.
- 25) The City shall not require the Bimini East Project to provide, design, or engineer stormwater retention or detention capacity in excess of the volumes strictly necessitated by the Bimini East Project.
- 26) City staff shall make a formal recommendation to amend the "Entertainment Area" boundaries to include Bimini East.
- 27) City staff shall support the establishment of a Community Development District ("CDD") to finance eligible, City approved public infrastructure costs associated with the Project.
- 28) City shall maintain one (1) representative seat on the CDD Board of Supervisors.
- 29) The City shall replace existing streetlights along Cape Coral Parkway and Coronado Parkway within the project boundaries with approved lighting fixtures.

- 30) Qualified tenants, commercial businesses, and sub-developers within the Project will be eligible to apply for eligible City Economic Development / Incentive Programs. Receipt of any such funds is subject to independent qualification and a strict prohibition against the duplication of benefits or financial incentives previously awarded to the primary Developer.
- 31) The City agrees to provide procedural support to the Developer throughout the application and permitting processes at the local, state, and federal levels to facilitate the accomplishment of the Project's development objectives.
- 32) The City shall designate "Priority Permitting Status" to all development applications, site plans, and building permit requests for improvements within the Project, utilizing its expedited administrative review procedures to accelerate project timelines.
- 33) In the event the Developer sells, transfers, or conveys any portion of or interest in the Project property to a third party prior to paying the City in full for such portion, one hundred percent (100%) of the net proceeds from that transaction shall be paid directly to the City and credited toward the remaining outstanding purchase price.

This Term Sheet is non-binding and intended to guide further discussion. Final terms will be detailed in the Purchase and Sale Agreement, Development Agreement and related documents, subject to City approval.