

AGENDA
REDEVELOPMENT COMMISSION
May 18, 2020 at 5:00 p.m.

Per the Governor's Executive Orders 20-04, 20-08, and 20-09, this meeting will be conducted electronically. The public may access the meeting at the following link:

<https://bloomington.zoom.us/j/98132540732?pwd=QXRpQW1ldDM3MXBCaXluY3RyUUNYUT09>
Meeting ID: 981 3254 0732 - Password: 840268

- I. ROLL CALL**
- II. READING OF THE MINUTES** –May 4, 2020
- III. EXAMINATION OF CLAIMS** –May 15, 2020 for \$1,218,884.79
- IV. EXAMINATION OF PAYROLL REGISTERS**–April 9, 2020 for \$28,050.14; April 24, 2020 for \$28,050.18; May 8, 2020 for \$28,050.15
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director's Report
 - B.** Legal Report
 - C.** Treasurer's Report
 - D.** Business Development Updates
- VI. NEW BUSINESS**
 - A.** Resolution 20-27: Approval of the Purchase Agreement for 1730 S Walnut Street
 - B.** Resolution 20-28: Approval of Lease Addendum for College Square Parking Lot
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, May 4, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <http://catstv.net/m.php?q=8162>

I. ROLL CALL

Commissioners Present: Don Griffin, Eric Sandweiss, David Walter, Cindy Kinnarney, and Nicholas Kappas

Commissioners Absent: None.

Staff Present: Doris Sims, Director, Housing & Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND; Angela Van Rooy, Program Manager

Others Present: Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development; Jeff Underwood, Controller; Sue Wanzer, MCCSC Board Representative; Matt Smethurst, Project Manager, Planning & Transportation; Melanie Payne, Citizen; Jennifer Pearl, Citizen

II. READING OF THE MINUTES – Cindy Kinnarney moved to approve the April 9, 2020 minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Eric Sandweiss moved to approve the claims registers for April 17, 2020, for \$413,822.77 and May 1, 2020, for \$2,619,357.31. David Walter seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – David Walter moved to approve the payroll register for March 27, 2020, for \$28,050.14. Cindy Kinnarney seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims reported receiving a special allocation of CDBG funds to assist in the COVID-19 crisis. She has been working on an application and application process for use of the special allocation.

Sims and Larry Allen have been working with a potential developer for the property at 1730 S. Walnut Street. Sims said they are currently working on a memorandum of understanding and hope to have it completed by the end of this week in order to bring it to the next RDC meeting.

The HAND Department acquired a lot on 10th Street where we had previously helped a homeowner build a house, with HOME funds. Unfortunately the house caught on fire and the property went to tax sale. The HAND Department purchased the property and then had to convey the property to the HAND Department, in care of the Redevelopment Commission. Sims said we are now looking to dispose of the property. Staff has already received appraisals.

B. Legal Report. Larry Allen stated Resolution 20-26 needs to be added to the agenda.

C. Treasurer's Report. Jeff Underwood reported having an annual budget advance with the Council. Underwood said there are some concerns on the County side regarding assessed values dropping dramatically, which would hit TIF revenues first because we collect above the baseline. Underwood will keep the RDC up to date as information is received regarding the direction of revenues.

- D. Business Development Updates. Alex Crowley reminded the commission that in 2018, the RDC voted in favor of supporting CFDI Friendly Bloomington and allocating \$1 million as capital for potential deals to assist their organization. They are now ready to activate their organization and are requesting their \$1 million allocation. Underwood said the board does not need to take any action. The funds have already been approved and are available, staff just wanted to give the commission advance notice the funds will be dispersed.

VI. NEW BUSINESS

- A. Resolution 20-24: Approval of 2020 Neighborhood Improvement Grants. Angela Van Rooy reported receiving three formal applications. All grant requests were funded in full. The following grants were awarded.

- Bloomington Housing Authority Resident Council (BHARC): **\$4,532.74**
BHARC is requesting funds to purchase and install one kiosk in each of three locations across Bloomington Housing Authority properties, in order to strengthen their capacity to engage and communicate with residents. BHARC will also host their annual *Back-to-School Bash* for 319 children who reside in Bloomington Housing Authority public housing, thus providing each child with a backpack filled with school supplies and hygiene products.
- Park Ridge East Neighborhood Association (PRENA): **\$3,488.00**
PRENA is requesting funds for phase-two of a multi-year project designed to restore native plants to the Park Ridge East Park, thus recreating a native ecosystem which will help to sustain the native bird and butterfly populations of Monroe County. The Park Ridge East Park will be a living example of environmentally sound landscaping practices that preserve biodiversity in urban settings.
- Prospect Hill Neighborhood Association (PHNA): **\$6,780.00**
PHNA is requesting funds to install twelve (12) section signs within Rose Hill Cemetery, to facilitate headstone locations. Each sign will include a 9” diameter round, aluminum plaque on a 5’ post, and will be painted gold and green to match current cemetery plaques. Related events include a headstone restoration workday with Cemetery Committee members from the Monroe County Historical Society.

Eric Sandweiss moved to approve Resolution 20-24 via a roll-call vote. Cindy Kinnarney seconded the motion. Don Griffin and David Walter voted yes. The motion passed unanimously.

- B. Resolution 20-25: Approval of Change Orders for West 17th Street Reconstruction. Matt Smethurst stated the RDC previously approved funding for the West 17th Street Construction Project with Beam, Longest, and Neff, LLC. Due to unforeseen project delays, the City and Beam, Longest, and Neff, believe it is in the best interest of the project to add additional time to the contract. Smethurst said they are estimating an additional 648 hours of work at a cost of \$88,500. Smethurst said we would only pay for the hours used, so the \$88,500 is a not to exceed amount. June 14, 2020, is the estimated date of completion.

David Walter moved to approve Resolution 20-25 via a roll-call vote. Cindy Kinnarney seconded the motion. Eric Sandweiss and Donald Griffin voted yes. The motion passed unanimously.

- C. Resolution 20-26: Approval of Entry and Clean Up of 621 N. Rogers Street. Larry Allen stated it has come to the City's attention that there has been unlawful entry onto RDC owned property and an encampment has been established on the property, which has raised significant public health and safety concerns for the individuals within the encampments and surrounding neighborhoods. City staff have negotiated a contract for a professional service cleanup crew for an amount not to exceed \$2,500.

Cindy Kinnarney moved to approve Resolution 20-26 via a roll-call vote. Eric Sandweiss seconded the motion. Don Griffin, David Walter, and Nicholas Kappas voted yes. The motion passed unanimously.

D. BUSINESS/GENERAL DISCUSSION

E. ADJOURNMENT

Don Griffin, President

Cindy Kinnarney, Secretary

Date

20-27
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PURCHASE AGREEMENT FOR 1730 S. WALNUT STREET WITH REAL AMERICA, LLC

- WHEREAS, in Resolution 17-26, the Redevelopment Commission of the City of Bloomington (“RDC”) approved purchase of property within the City of Bloomington located at 1730 S. Walnut Street (“Property”); and
- WHEREAS, the purpose of the purchase as part of the redevelopment plan was to redevelop the Property as affordable housing in conjunction with the development of Switchyard Park (“Project”); and
- WHEREAS, Indiana Code § 36-7-14-22 outlines the statutory process that the RDC must follow in order to sell real property, including obtaining two independent appraisals, issuing a notice of offering, and only accepting offers within thirty (30) days after the opening of the written offers that match or exceed the offering price authorized by the RDC; and
- WHEREAS, the RDC approved the notice of offering for the property in Resolution 20-08 in accordance with Ind. Code § 36-7-14-22; and
- WHEREAS, the written offers for the Property were received and opened during an RDC meeting on February 20, 2020, at 5:00 p.m.; and
- WHEREAS, after reviewing the offers submitted, City staff recommends RealAmerica, LLC, as the best, most responsive proposal; and
- WHEREAS, RealAmerica is a small, WBE-certified company based in Indiana that has significant experience financing, building, and managing affordable housing within the state; and
- WHEREAS, RealAmerica, as part of its offer, has pledged to construct affordable housing on the Property and has pledged a 99-year commitment to keeping the housing affordable; and
- WHEREAS, RealAmerica has agreed to work with a local architect to design the Project and with Stone Belt, who will offer services to its clients occupying dedicated units within the building; and
- WHEREAS, the Project will provide access to Switchyard Park and have space for a retail business that can serve both the residents of the building and the park; and
- WHEREAS, City staff have negotiated a purchase agreement with Real America, which is attached to this Resolution as Exhibit A; and

WHEREAS, the RDC's contribution to this Project as laid out in the offer and Agreement is conveyance of the Property to RealAmerica; and

WHEREAS, closing on the Property would come after RealAmerica meets several conditions in the Agreement, including receiving RDC and governmental land use approvals, performing its due diligence on the Property, securing financing for the Project within one year from the date of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reaffirms its approval of the Project, and finds that this real estate conveyance has been conducted in conformity with Ind. Code § 36-7-14-22.
2. The RDC finds that the sale of the Property will aid in the development of the area near Switchyard Park, which will enhance the development and economic development of the Consolidated TIF.
3. The RDC approves the Purchase Agreement attached to this Resolution as Exhibit A.
4. The RDC authorizes Donald Griffin to sign the agreement on its behalf and authorizes City staff to administer the requirements of the agreement up to and through closing.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

REAL ESTATE CONVEYANCE AGREEMENT

This Real Estate Conveyance Agreement (“Agreement”) is entered into this _____ day of May, 2020, by and between the City of Bloomington Redevelopment Commission (“RDC”) and RealAmerica Development, LLC (“Purchaser”).

RECITALS

- A. The RDC owns real property (hereinafter referred to as “Real Estate”) located at 1730 S. Walnut Street, Bloomington, in Monroe County, Indiana, which is more particularly described as follows:

Parcel Number: 53-08-09-208-003.000-009;
Legal Description: 015-50425-00 AUTO PARK LOT A
- B. Purchaser recognizes that the Real Estate is to be used for affordable housing and will represent a significant design feature of the entrance to the new Switchyard Park along South Walnut Street.
- C. Pursuant to Indiana Code Section 36-1-11-3, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the warranty deed executed in connection with this Agreement, the RDC and Purchaser covenant and agree as follows:

TERMS AND CONDITIONS

- 1. **Agreement to Convey**: The RDC agrees to convey the Real Estate to Purchaser for One Dollar (\$1.00) and for other valuable consideration described in this Agreement. Purchaser agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by Purchaser to RDC at the Closing by certified check, cashier's check, or by wire transfer.
- 2. **Closing**: The purchase and sale of the Real Estate shall be closed within one hundred and fifty (150) days following the expiration or Purchaser’s waiver of the Conditions Precedent to Closing, subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase and sale of the Real Estate shall be closed at a time, date, and location mutually agreed to by the parties. The date and event of the consummation of the purchase and sale of the Real Estate as contemplated hereby is referred to herein, respectively, as the “Closing Date” and the “Closing.”
- 3. **Conditions Precedent to Closing**: Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of RDC's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent:

- A. **Title Insurance.** Title to the Real Estate shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:
- (1) current real estate taxes not delinquent; and
 - (2) such other leases, liens, rights, and encumbrances as may be approved by Purchaser. (collectively, "Permitted Exceptions").

As evidence of such title, RDC shall, at Purchaser's sole cost and expense, obtain and deliver to Purchaser, as soon as practicable after the date hereof, but in no event more than **twenty-one (21)** days after all parties' execution of this Agreement (such date being referred to herein as the "Effective Date"), a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by First American Title Insurance Company (the "Title Company"), together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from RDC to Purchaser, Purchaser shall have fee simple title to the Real Estate free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by Purchaser, in its sole and absolute discretion, within **thirty (30)** days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, this Agreement shall terminate and neither party shall have any further obligation hereunder. RDC shall cause the final owner's policy of title insurance to be delivered to Purchaser within **thirty (30)** days after Closing. Any closing fee charged by Title Company shall be paid by Purchaser.

- B. **Approval by the Redevelopment Commission.** Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving any and all necessary approvals from the Redevelopment Commission on or before June 1, 2020. If such approval is not received by Purchaser on or before such date then either party may terminate this Agreement.
- C. **Condition of Real Estate and Assessments.** The RDC shall within thirty (30) days after the Effective Date send any appraisals, environmental reports or studies in its possession to Purchaser. Purchaser shall have ninety (90) days to inspect the property and obtain any environmental site assessment it deems necessary. Except for any RDC representations and warranties expressly made hereunder or in the deed or other conveyance documents executed by RDC at Closing, Purchaser shall release the City of Bloomington (the "City"), the RDC, and the City and RDC's directors, officers, employees, and agents from any and all liability relating to any physical defect or deficiency affecting the Real Estate, which shall survive Closing. Outside of this due diligence period, Purchaser shall accept the Real Estate "AS IS" and the City and RDC make no warranties of any kind in respect to the physical condition of the Real Estate, except for any RDC representations and warranties expressly made hereunder or in the deed or other conveyance documents executed by RDC at Closing.
- D. **Government and Land Use Approvals** Purchaser at its expense, and within **one (1) year** after the Effective Date, shall have secured land use approvals and any other government approvals for its intended use and development, including but limited to,

parking, signage, and design. Purchaser shall have the RDC approval to seek and obtain any necessary approval prior to the Closing Date. If such approvals are not received by Purchaser on or before the **one (1) year** expires, then Purchaser or Seller may terminate this Agreement.

- E. **Financing.** Purchaser shall have **one (1) year** after the Effective Date to secure financing, including tax credits on the affordable housing project, in an amount and terms acceptable to Purchaser and, in addition, to obtain approval from the RDC for the placement of any necessary liens on the Property that may be required by such financing. If such a commitment and RDC approval are not received by Purchaser on or before the **one (1) year** expires, then either the Seller or Purchaser may terminate this Agreement.
4. **Use of Real Estate:** The RDC's conveyance is subject to the following restrictions:
- A. Purchaser agrees to begin construction of its proposed affordable housing development within **thirty (30) days from the Closing Date.**
 - B. For a **ninety-nine (99) year period** after the Real Estate is conveyed, unless the Parties otherwise agree in writing, the Real Estate shall be required to be used solely to provide affordable and workforce housing as represented in Purchaser's offer. The Purchaser shall execute and record in the Monroe County Recorder's Office a recordable commitment agreeing to maintain the affordable housing in accordance with the rules developed through the City of Bloomington's Housing and Neighborhood Development Department.
5. **Warranty Deed and Other Documents:** The RDC agrees to deliver a general warranty deed to the Purchaser at Closing. The RDC and Purchaser also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement.
6. **Time and Place of Closing:** The Closing of the transaction shall take place at a time and place mutually acceptable to the RDC and Purchaser.
7. **Closing Adjustments and Prorations:**
- A. **Taxes:** RDC acknowledges that the Real Estate is currently exempt from property taxation. Purchaser shall notify the County Assessor of the change in status and shall be responsible for all property taxation after the Real Estate is transferred from the RDC to Purchaser.
 - B. **Recording Fees:** RDC shall pay all recording costs related to the conveyance of the Property to Purchaser.
 - C. **Insurance Contracts:** All insurance maintained by RDC in respect of the Property, if any, shall be cancelled as of the Closing Date.
 - D. **Other Closing Costs:** The Purchaser shall be responsible for any other ordinary and customary closing costs.
8. **Covenants and Assurances:**

- A. The RDC and Purchaser acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority, and that, in the event a deficiency in process is determined, each will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.
 - B. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing;
 - C. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property;
 - D. Purchaser shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to Purchaser.
 - E. This Agreement constitutes the sole and only agreement between the RDC and Purchaser and supersedes any prior understanding or written or oral agreements between the RDC and Purchaser respecting the transaction.
 - F. This Agreement shall be construed according to the laws of the State of Indiana.
9. **Default:** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Purchaser and such breach or default shall not have been cured by Purchaser within thirty (30) days (or such additional time as may be reasonably necessary to cure any non-payment default) after delivery by RDC of written Notice thereof to Purchaser, then RDC shall be entitled to recover Twenty-Five Thousand Dollars (\$25,000.00) as full liquidated damages, which shall be RDC's sole remedy at law and in equity and shall, in addition, also be entitled to recover attorneys' fees incurred in connection with any action to recover the liquidated damages or to enforce this Agreement.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by RDC, or if any representation or warranty made herein by RDC is untrue or breached as of the Closing Date, then Purchaser may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

In the event the purchase and sale contemplated by this Agreement is not consummated due to the failure, without fault on the part of either party, to satisfy any of the conditions set forth in Paragraph 4 hereof within the respective time periods provided for therein, Purchaser may, at its sole option (a) terminate this Agreement, or (b) elect to waive any of such conditions and proceed with the Closing in accordance herewith.

10. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Purchaser: RealAmerica Development, LLC
Attention: Ronda Weybright
8250 Dean Road
Indianapolis, Indiana 46240

If to RDC: The Redevelopment Commission of Bloomington, Indiana
Attn.: Larry Allen
City of Bloomington Legal Department
401 N. Morton Street, Suite. 220
Bloomington, Indiana 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

11. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party except RDC hereby consents to the assignment of this Agreement from the Purchasers to an LLC created by the Purchasers as a successor in interest after funding for the affordable housing project is secured.
12. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the warranty deed.
13. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
14. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
16. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.
17. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right

hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.

18. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between RDC and Purchaser with respect to the Property and the transaction contemplated herein.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

REALAMERICA DEVELOPMENT, LLC

By: _____
Donald Griffin, President

By: _____
Ronda Weybright, President

Date: _____

Date: _____

**CITY OF BLOOMINGTON DEPARTMENT OF
HOUSING AND NEIGHBORHOOD DEVELOPMENT**

By: _____
Doris Sims, Director

Date: _____

This instrument was prepared by Larry D. Allen, Attorney for the RDC of Bloomington, Indiana, 401 N. Morton, Suite 220, Bloomington, Indiana 47404; Telephone: (812) 349-3426.

I, Larry D. Allen, affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Larry D. Allen
Attorney No. 30505-53

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana, personally appeared Doris Sims, Director of the City of Bloomington’s Department of Housing and Neighborhood Development, and executed the foregoing Real Estate Conveyance Agreement this _____ day of _____, 2020.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana, personally appeared, Donald Griffin, President, City of Bloomington Redevelopment Commission, and executed the foregoing Real Estate Conveyance Agreement this _____ day of _____, 2020.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Ronda Weybright, on behalf of RealAmerica Development, LLC and executed the foregoing Real Estate Conveyance Agreement this _____ day of _____, 2020.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____



Retreat @ the Switchyard

1730 South Walnut Street

Request for Information

December 9, 2019

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Statement of Interest

The City of Bloomington has a serious housing shortage at all levels of income and for all types of housing, but this shortage is especially severe for lower income and traditionally underserved populations, such as developmentally disabled individuals. Mayor John Hamilton has worked diligently to address this shortage since taking office in 2016. The Mayor's Affordable Housing Strategy announced during his first year in office outlined issues and strategies to address these housing matters. Some of these strategies included innovative ideas for accessory dwelling units, tiny houses and encouraging market rate developers to include affordable housing in their developments in exchange for density bonuses and other zoning concessions.

This RFI for 1730 South Walnut Street combines many of the creative strategies outlined in the 2016 plan, including long-term affordability covenants and purchasing key pieces of land and soliciting proposals from the development community. This multifaceted response to Bloomington's housing shortage is the best way to proceed. RealAmerica is the right partner to assist the City in meeting these goals.

RealAmerica, a WBE-certified company, was created in 1995 for the purpose of developing and constructing apartment housing for low to moderate households. Building on that experience, RealAmerica expanded into other real estate development including market rate apartments, self-storage, business office and mixed-use developments as high-quality opportunities have arisen. While many of the projects we develop and construct are done for our own portfolio, we provide consulting, development, design, construction and management services to both for profit and non-profit entities wishing to offer quality housing and buildings for their clients. With our expertise, every step of the development process is overseen from site selection and zoning, to design and construction and on through to property management.

The staff of RealAmerica has extensive experience in real estate lending, development, design, construction and property management with proven track records in seeing developments through to completion in a quality manner. Once developments are completed, we utilize the tremendous strengths of the highly trained and experienced individuals of our management team, so all properties operate at their highest possible potential.

In short, RealAmerica believes that we do not have a national housing crisis with a national solution. Rather, we have a nation full of local housing crises with the need for clearly defined local solutions. Bloomington has crafted these innovative local strategies to tackle their particular local housing crisis in order to ensure the best likelihood for success.



Ronda Shrewsbury
Weybright
 President & Owner

Ronda Shrewsbury Weybright is a graduate of Indiana University’s Kelley School of Business with a bachelor’s degree in finance/real estate. With more than 30 years of commercial real estate experience, she has spent the last 25 years focusing on affordable and market-rate housing developments and holds the positions of president of RealAmerica Development, RealAmerica Design, RealAmerica Construction and RealAmerica Management, all of which she is the sole owner. Weybright holds an active Indiana principal broker’s license. RealAmerica Development was created by Ronda 25 years ago with the purpose of developing and constructing apartment housing through the use of LIHTC funding. With a desire to monitor the compliance of her own properties, RealAmerica Management was established followed by RealAmerica Design, an in-house architectural firm. RealAmerica has since expanded into commercial and self-storage facilities and has a company portfolio of more than 30 apartment communities and commercial developments throughout Indiana and known in the state as a leader in the LIHTC and real estate industry. Ronda is also the president of the Indiana Affordable Housing Council (IAHC).

Roy Marschke
 Chief Financial Officer



Roy Marschke is a graduate of Purdue University’s Krannert School of Management with a Major in Accounting and Minors in Finance and Entrepreneurship. He is a Certified Public Accountant and a member of the Indiana CPA Society as well as the American Institute of CPAs. Roy started his career in the Real Estate Department of Katz Sapper & Miller where he spent five tax seasons working on all aspects of real estate transactions and reporting. After that, he spent time at another development firm working on Section 42, Market Rate and Assisted Living Developments.



Melanie Reusze
 Chief Operating Officer

Melanie Reusze has worked in the real estate industry since 1995. She is an Indiana licensed Real Estate Principal Broker and has worked in various positions at the Indiana Housing and Community Development Authority (IHCDA) and Ice Miller, LLP before joining RealAmerica in 2013. She holds a Bachelor of Science degree from Indiana University in Public Finance and holds several certifications associated with the Low-Income Housing Tax Credit (LIHTC), housing development and property management. After successfully leading the Property Management Team at RealAmerica for three years, she has taken on the responsibility of RealAmerica’s Chief Operating Officer.

Jeff Ryan
 Vice President of
 Development



Jeff Ryan has worked in the real estate and economic development industry since 1999 and leads RealAmerica’s development team with all facets of project development including project feasibility, market research, site selection, land closings, tax credit package preparation, zoning and planning approvals, pro forma analysis and equity and debt financing. He has successfully completed projects in Indiana, Colorado, Michigan, Illinois and Ohio including 9%, bond and market rate apartments. He has financing experience with HOME Investment Partnerships Program, the Federal Home Loan Bank’s Affordable Housing Program, NSP-3, historic tax credits and Industrial Recovery Tax Credits. He holds a Bachelor of Arts in Political Science from Indiana University and also studied Urban Development Planning.



Tyler McKee Vice President of Construction

Tyler McKee has worked in the real estate industry since 2006 and has been with RealAmerica since 2009. During his time at RealAmerica, he has been promoted from Property Manager, to Regional Property Manager, to Director of Property Management. He became the Director of Construction in 2018 and has since become the Vice President of Construction. He has been part of numerous lease-ups, state and federal inspections, as well as the construction of a variety of multi-family, commercial and self-storage developments. He has earned National Standard General Contractor and OSHA 30 Certifications. He also has designations from the National Association of Home Builders of CAPS and HCCP. He holds a Bachelor of Science Degree in Risk Management and Insurance with a minor in Residential Property Management from Ball State University.



Bruce Berry Director of Design

Bruce Berry has a varied and well-rounded background in several architectural project types from single family, commercial, retail to mixed use but has been focused on multi-family (both tax credit and market rate) for the last 10 years. During his 25 plus years of experience, he has run his own firm, worked as an in-house architect for a construction company that builds tax credit multi-family projects and as a Project Architect for its sister company working on a high profile mixed use project in central Indiana with market rate apartments, condominiums and retail. He has completed affordable housing projects in Indiana, Illinois, Iowa, Nebraska and Colorado. He has also completed projects that have complied with Energy Star, National Green Building Standards and Enterprise Green Communities guidelines. He holds a Bachelor of Architecture/ Bachelor of Arts and Science from Ball State University College of Architecture and Planning.

Anna Rankin Director of Property Management



Anna Rankin has worked in the real estate industry since 1994 and has been with RealAmerica since 2014. During her time at RealAmerica, she has been promoted from Property Manager to Regional Property Manager to Director of Property Management based on her knowledge of both the management and maintenance sides of the property management industry and has proven ability to lead through a wide variety of situations. She has been part of numerous lease-ups, state and federal inspections and the construction of a variety of multi-family, commercial and self-storage developments. Anna became our Director of Property Management in 2019. She is a graduate of Indiana Wesleyan University with a BS in Business Management and has designations from HCCP and TaCCs.

Jennifer Lewis Real Estate Development Associate



Jennifer Lewis comes from the Student Housing industry. She spent time in development on the West Coast in Washington State where she led the efforts of design and development of 800+ beds on the campus of Washington State University. She holds a Bachelor of Arts degree from Hanover College and has more than 20 years of experience in commercial real estate and holds an Indiana Brokers license. Her experience involves many disciplines of real estate including residential sales and appraisal, mortgage lending, data analytics, property management, leasing and marketing, entitlements, land acquisition, design and development and brokerage. Her experience spans the public and private sector working in single family residential, multi-family, senior housing, medical office, student housing and quasi-governmental agencies.



Key Personnel



Ronda Weybright
President & Owner



Jeff Ryan
Vice President of Development



Melanie Reusze
Vice President of Property Management



Scott Pannicke
Vice President of Design & Construction



Ryan Kelly
Chief Financial Officer

North Harrison

111 North Harrison Street | Shelbyville, IN 46176

42 Units

North Harrison is our senior community located 1 block north from the downtown circle in Shelbyville. Residents can attend the festivals and farmers markets on the circle, not to mention the convenience! This building hosts spacious 1- and 2-bedroom units each with their own washer and dryer and full set of modern kitchen appliances. The building offers a community room with full kitchen, large screen TV, library section and computer resource area. A Sky deck is located on the fourth floor to sit and enjoy the outdoor views. Pets are welcome! There is a dog park with equipment to exercise your family pet. North Harrison offers free storage lockers and covered parking on a first come, first serve basis.

One Bedroom

699 - 777 Sq. Ft

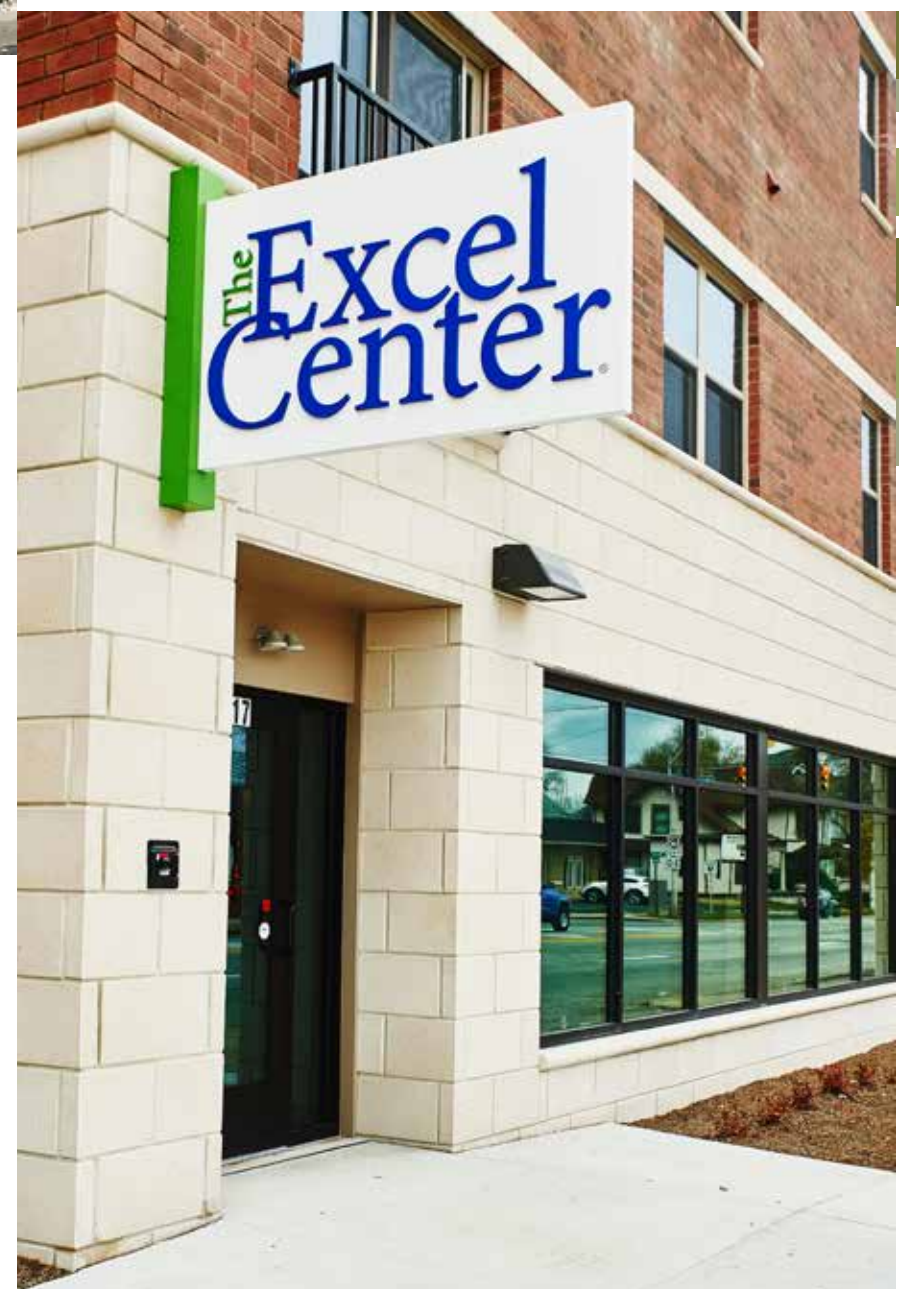


Two Bedroom

912 - 923 Sq. Ft



*The two floor plans shown are only a sampling of the 8 we have to offer.



The ground floor of North Harrison Senior Apartments is primarily occupied by a Goodwill Excel Center. The Excel Center is a free public high school that gives adults the opportunity to earn an Indiana Core 40 high school diploma. While earning a high school diploma, students earn college credits and a variety of industry-recognized certifications. There is a free drop-in center for child care on the ground floor while parents are attending classes. This was the Excel Center's first small market school, and it has been a huge success. Enrollment continues to be well above projections year after year!



Randall Lofts

206 Pearl Street | Fort Wayne, IN 46802

44 Units

In the heart of downtown Fort Wayne, there is history and with that history, comes restoration. Old beautifully restored buildings, Randall Lofts is right in the heart of the action. This five-story adaptive reuse of an historic warehouse is the perfect culmination of old world artistic design and contemporary functionality. Having eleven different floor-plans to choose from, exposed beams and piping, variant ceiling heights, tall windows and wood floors, each individual apartment has its own unique look and feel. Residents are be surrounded by an array of music venues, restaurants, parks and other attractions, all within walking distance for them to enjoy. Randall Lofts is a great place to call home!

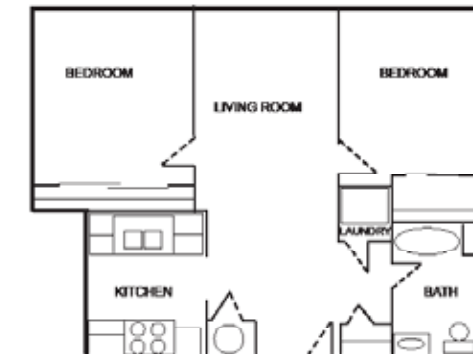
One Bedroom

680 - 894 Sq. Ft



Two Bedroom

875 - 930 Sq. Ft



*The two floor plans shown are only a sampling of the 11 we have to offer.

Sources of Funding

First Mortgage - \$859,650
 Rental Housing Tax Credit Equity - \$6,304,959
 City Grant - \$460,000
 Deferred Fees - \$45,424
Total Sources and Uses - \$7,670,033

Local Financial Assistance

\$460,000 Grant
 Ten-year property tax abatement
 Commercial lease guarantee for ground floor space

| Unit Mix | 1 Bedroom (699 - 777 sf) | 2 Bedroom (912 - 923 sf) | Total |
|--------------|--------------------------|--------------------------|-----------|
| 30% AMI | 6 | 2 | 8 |
| 40% AMI | 7 | 3 | 10 |
| 50% AMI | 9 | 3 | 12 |
| 60% AMI | 8 | 4 | 12 |
| Total | 30 | 12 | 42 |



Key Personnel



Ronda Weybright
President & Owner



Jeff Ryan
Vice President of Development



Melanie Reusze
Vice President of Property Management



Scott Pannicke
Vice President of Design & Construction



Ryan Kelly
Chief Financial Officer



Sources of Funding

City NSP-3 Loan - \$450,000
 Rental Housing Tax Credit Equity - \$5,865,454
 Historic Tax Credit Equity - \$625,000
 City NSP-3 Grant - \$150,000
 Deferred Fees - \$374,124
Total Sources and Uses - \$7,464,578

Local Financial Assistance

NSP-3 30-year loan - \$300,000
 NSP-3 15-year loan - \$150,000
 NSP-3 grant - \$150,000
 Ten-year property tax abatement

| Unit Mix | 1 Bedroom (680 - 894 sf) | 2 Bedroom (875 - 930 sf) | Total |
|--------------|--------------------------|--------------------------|-----------|
| 30% AMI | 6 | 2 | 8 |
| 40% AMI | 8 | 2 | 1 |
| 50% AMI | 10 | 3 | 13 |
| 60% AMI | 7 | 4 | 11 |
| Market Rate | 1 | 1 | 2 |
| Total | 32 | 12 | 44 |



The Tolon Restaurant is on the ground floor of Randall Lofts and is a small, independent family run restaurant with 20 tables serving locally sourced fare that they like to call "farm-to-table." This restaurant supports local farms and sustainable agriculture practices with flavorful dishes that change seasonally. There is a full-service bar with open seating on a first-come, first-serve basis.

Photo from www.bigflavorstinykitchen.com



Key Personnel



Ronda Weybright
President & Owner



Jeff Ryan
Vice President of Development



Melanie Reusze
Vice President of Property Management



Scott Pannicke
Vice President of Design & Construction



Ryan Kelly
Chief Financial Officer

Roaring Fork

111 Emma Road | Basalt, CO 81621

56 Units

Located along Highway 82 and a short walk to downtown Basalt, the 56-unit affordable housing project is a single, four-story building featuring one- and two-bedroom units. These apartments are in an ideal spot! The property is within 300 feet of a Roaring Fork Transportation Authority bus stop. There is also a large deck overlooking the forest and river for all of our residents to use! There is on-site property management staff, enforced community rules, background and criminal checks conducted on all residents.

One Bedroom

474 - 598 Sq. Ft.



Two Bedroom

696 - 866 Sq. Ft.



*The two floor plans shown are only a sampling of the 15 we have to offer.



An alternative to rafting the Colorado, the Roaring Fork River presents river runners with a jumble of bumpy Class II and III whitewater. This section has a great view of Mount Sopris and fun Class I to III rapids. Two Rivers Park can be reached, where there is a convenient boat ramp at the confluence of the Roaring Fork and Colorado Rivers, or it can be continued on the Colorado River through South Canyon towards New Castle.



The LaSalle

237 North Michigan Street | South Bend, IN 46601

67 Units

The redevelopment of the LaSalle Hotel took a vacant 1921 hotel and redeveloped it as 67 luxury apartments and ground floor commercial space. This beautiful building was in sad shape when we acquired it. It is once again a showpiece for downtown South Bend and attracts residents wanting to live in downtown and visitors to the ground floor amenities. The ground floor of the LaSalle Apartments provides commercial space for local businesses including The Hideaway and South Blend Café. The grand entry and mezzanine levels are an event center used for weddings, parties, and other events.

Le Bleu

1 Bedroom 592 Sq. Ft



St. Joseph

1 Bedroom 688 Sq. Ft



*The two floor plans shown are only a sampling of the 9 we have to offer.

Sources of Funding

First Mortgage - \$5,945,000
 Rental Housing Tax Credit Equity - \$11,623,163
 Town Grant - \$175,000
 Deferred Fees - \$8,855
Total Sources and Uses - \$17,752,018

Local Financial Assistance

\$175,000 Grant
 Sale tax exemption for construction materials
 Property tax PILOT

| Unit Mix | 1 Bedroom (474 - 598 sf) | 2 Bedroom (696 - 866 sf) | Total |
|--------------|--------------------------|--------------------------|-----------|
| 30% AMI | 5 | 1 | 6 |
| 50% AMI | 10 | 1 | 11 |
| 60% AMI | 21 | 6 | 27 |
| 100% AMI | 9 | 3 | 12 |
| Total | 45 | 11 | 56 |



Key Personnel



Ronda Weybright
President & Owner



Jeff Ryan
Vice President of Development



Melanie Reusze
Vice President of Property Management



Scott Pannicke
Vice President of Design & Construction



Ryan Kelly
Chief Financial Officer



Everyone's special occasion deserves to be remarkable. From corporate events to weddings, The LaSalle Ballroom can help make any event one to remember. The LaSalle Event Center offers a 4,462 sf open bi-level area, an elegant ballroom and mezzanine. Guests will be in awe of the ballroom's high arches, two grand staircases, dazzling chandeliers and original terrazzo flooring. We do not have contracts with local vendors, therefore guests can choose and bring in any caterers, musicians, bartenders and more. We are always here to help and have a list of vendors guests have used in the past.

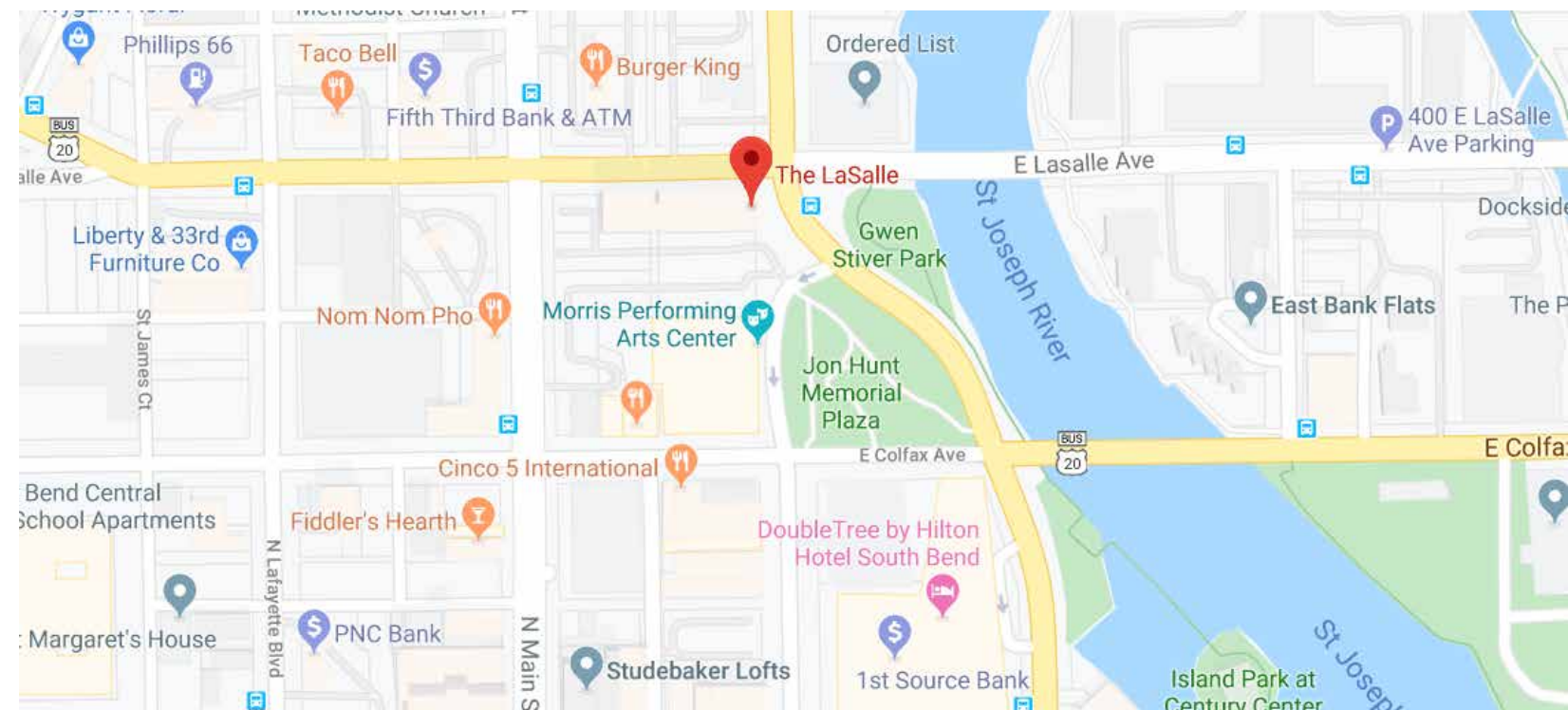
Sources of Funding

First Mortgage - \$6,400,000
 Historic Tax Credit Equity - \$2,170,755
 TIF Funds - \$1,800,000
 Deferred Fees - \$1,779,054
 Owner Equity - \$882,692
Total Sources and Uses - \$13,032,500

Local Financial Assistance

TIF grant of \$1,800,000
 Ten-year property tax abatement
 Building for \$1

| Unit Mix | 1 Bedroom (592 - 805 sf) | 2 Bedroom (850 - 1,012 sf) | Total |
|-------------|--------------------------|----------------------------|-------|
| Market Rate | 51 | 16 | 67 |
| Total | 51 | 16 | 67 |



Project Description

Bloomington has a severe shortage of housing at all levels of affordability and specifically for residents with developmental disabilities. Therefore, RealAmerica will partner with Stone Belt, a not for profit organization that provides specific resources and support for individuals with disabilities, to provide an integrated supportive housing development with apartments targeted from 30% AMI to 80% AMI and also include ground floor commercial space to be known as Retreat @ the Switchyard.

We will set aside 20-25% of the apartments for residents with developmental disabilities. These will primarily be two- and three-bedroom apartments. In discussions with Stone Belt, these larger units will be better for their clients since they will be able to have roommates and split costs. Stone Belt will provide services to these residents to assist them in living independently. Office space will be provided in the building for Stone Belt’s case workers. The apartments set aside for this population are expected to primarily be 30% AMI units as those households with developmental disabilities have a greater chance of having lower incomes. The remaining apartments will provide workforce housing for low- and moderate-income households making 50% to 80% of area median income. The apartments will remain affordable for 99 years from completion.

The primary financing for Retreat @ the Switchyard is expected to be through the Low Income Housing Tax Credit (LIHTC) program. The Indiana Housing and Community Development Authority has established ten different set asides for the LIHTCs allocated to the state with 10% of the annual tax credits in each set aside. No project can compete in all set asides and many projects only compete in one set-side. Bloomington will compete in the Large City set-aside, which historically is the most competitive set aside. By partnering with Stone Belt, we will also compete in the Community Integration set-aside. So, with this partnership, we are not only able to help a very vulnerable population in desperate need of safe and quality housing, but we double our chances of receiving an allocation of tax credits. And, based on recent awards, it puts us in a set-aside that scores lower than most other set-asides. On a site such as this with no vacant buildings worth reusing, historic buildings, etc. that often help to gain points on an LIHTC application, this is very important!

The specific unit mix we are proposing is for 50 apartments and 3,000 square feet of commercial space as follows:

| | 1 Bedroom (700 sf) | 2 Bedroom (900 sf) | 3 Bedroom (1,100 sf) | Total |
|---------|--------------------|--------------------|----------------------|-------|
| 30% AMI | 4 | 5 | 4 | 13 |
| 50% AMI | 5 | 4 | 3 | 12 |
| 60% AMI | 1 | 1 | 2 | 4 |
| 70% AMI | 2 | 6 | 3 | 11 |
| 80% AMI | 3 | 4 | 3 | 10 |
| Total | 15 | 20 | 15 | 50 |

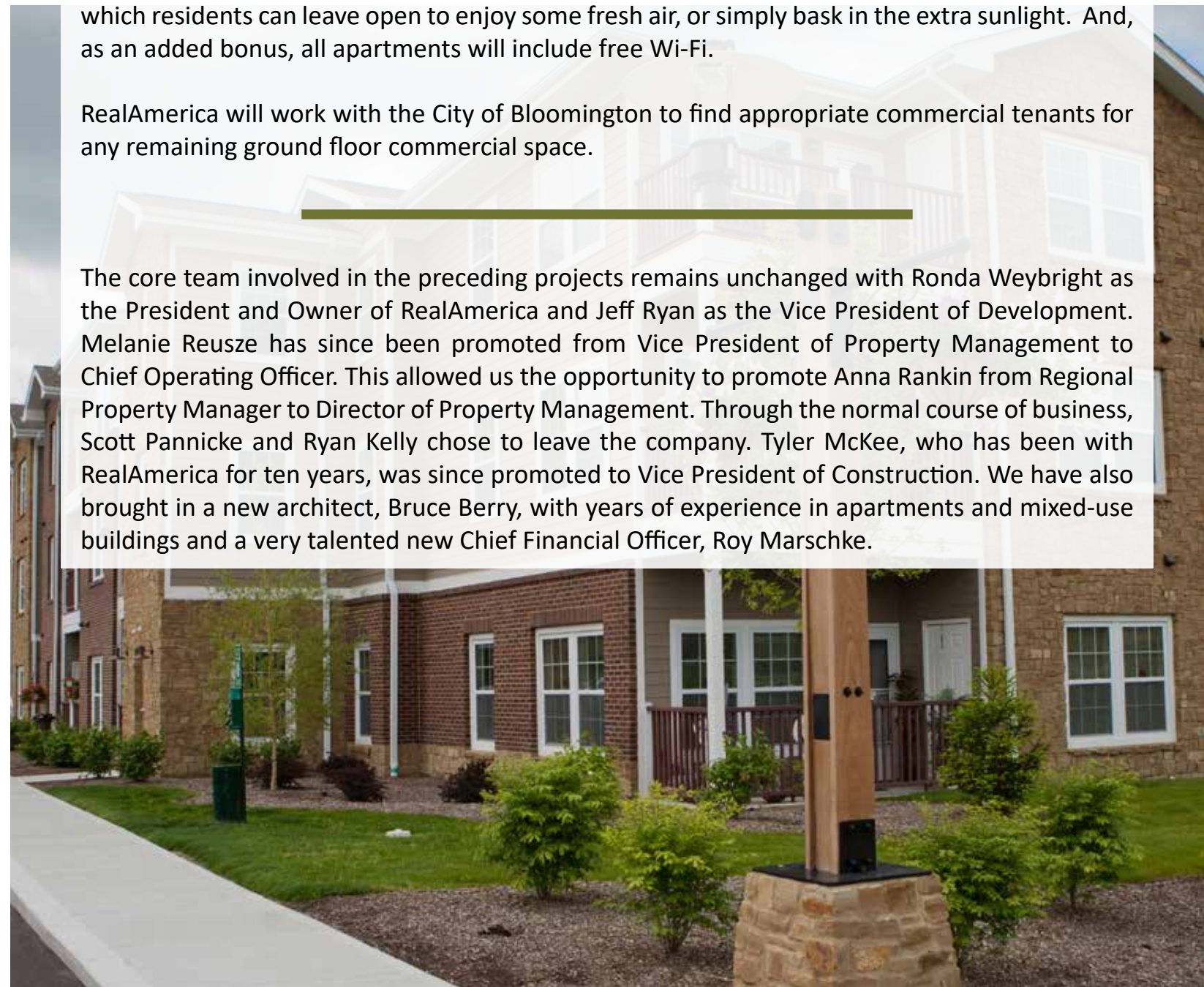
The unit mix shown on the left page maximizes the points available in the QAP for Rents Charged while including two- and three-bedroom apartments for Stone Belt’s clients and also including additional bedrooms to score additional points in the Tax Credit Per Bedroom scoring category. Additionally, it will maximize the use of the City’s land and available tax credits for a single project.

In addition to the apartments, Retreat @ the Switchyard will also have exceptional common space including a common room, fitness center, computer room, dog wash, playground, bike racks, and offices for Stone Belt. We always have offices for our on-site management and maintenance. Stone Belt will have full access to the common areas for programs with their residents.

Each apartment will have a spacious floor plan, luxury vinyl plank flooring, ceiling fans to help keep air conditioning costs lower, quality window blinds, a door bell, cable TV. hookups in all bedrooms, full-size washer and dryer at no additional cost to the resident, and added measures to increase sound-proofing. The kitchens will feature amenities such as a built-in dishwasher, stove, garbage disposal, and self-cleaning oven. Every apartment will have a balcony or patio which residents can leave open to enjoy some fresh air, or simply bask in the extra sunlight. And, as an added bonus, all apartments will include free Wi-Fi.

RealAmerica will work with the City of Bloomington to find appropriate commercial tenants for any remaining ground floor commercial space.

The core team involved in the preceding projects remains unchanged with Ronda Weybright as the President and Owner of RealAmerica and Jeff Ryan as the Vice President of Development. Melanie Reusze has since been promoted from Vice President of Property Management to Chief Operating Officer. This allowed us the opportunity to promote Anna Rankin from Regional Property Manager to Director of Property Management. Through the normal course of business, Scott Pannicke and Ryan Kelly chose to leave the company. Tyler McKee, who has been with RealAmerica for ten years, was since promoted to Vice President of Construction. We have also brought in a new architect, Bruce Berry, with years of experience in apartments and mixed-use buildings and a very talented new Chief Financial Officer, Roy Marschke.



Financial Capacity

Financial assistance from the City of Bloomington serves four main purposes for Retreat @ the Switchyard:

1. Assist in balancing the sources and uses of funds;
2. Provide important and valuable points for the tax credit application under the Leveraging Capital Resources scoring category;
3. Provide ongoing financial assistances for Stone Belt to serve its developmentally disabled clients to be able to live more independently; and
4. To provide comfort to the tax credit investor that the commercial space will not be a drain on the affordable apartments. This will drive higher equity pricing and make the project more financially stable for the long-term.

To accomplish these goals, we are requesting the following financial assistance from the City of Bloomington:

- The City to provide the land at significantly reduced or no cost to the project as part of the City’s financial contribution for the tax credit application so we can receive maximum points in the Leveraging Capital Resources QAP scoring category, and to lower the overall cost of the project to allow cashflow to assist Stone Belt in serving its clients. RealAmerica will contract for an appraisal to document the value of the contribution for the application.
- The City to provide rent guarantees for the commercial space in the amount of \$8 per square foot per year for the 3,000 square feet of commercial space and assist us in securing acceptable tenants for this space. The goal for this guarantee is to never be drawn, but it will strengthen our tax credit application and provide the comfort needed for the tax credit investor. Having this guarantee from the City will generate more interest and higher equity pricing for the tax credits.
- The City provide tax abatement or preferably a favorable Payment In Lieu Of Taxes. This will both provide the final points in the Leveraging Capital Resources scoring category and allow the project to provide ongoing financial support to Stone Belt to provide the much needed services to the developmentally disabled residents living at the apartments.

Affordable Apartments

Each box contains the property name, the number of LIHTC units, the location, when the property was opened and the average occupancy rate for 2019.

| | |
|---|---|
| Chestnut Hills 88 Units Fort Wayne, IN Opened in 2003 95.37% Occupancy | Maysville Landing 76 Units Fort Wayne, IN Opened in 2008 97.51% Occupancy |
| Clary Crossing 114 Units Greenwood, IN Opened in 2009 96.54% Occupancy | Newburyport 48 Units Fort Wayne, IN Opened in 1999 97.73% Occupancy |
| Clary Crossing Senior 72 Units Greenwood, IN Opened in 2011 98.81% Occupancy | North Harrison Senior 42 Units Shelbyville, IN Opened in 2016 98.08% Occupancy |
| East Main 80 Units Danville, IN Opened in 2010 97.57% Occupancy | Orchard Place 29 Units Fort Wayne, IN Opened in 1999 In Renovation |
| Forest Hills 72 Units Nashville, IN Opened in 2011 94.68% Occupancy | Overlook Senior 18 Units Columbia City, IN Opened in 2010 98.31% Occupancy |
| Gladstone 60 Units Columbus, IN Under Construction | Randall Lofts 42 Units Fort Wayne, IN Opened in 2014 96.27% Occupancy |
| H38 East 32 Units Lafayette, IN Under Construction | Roaring Fork 56 Units Basalt, CO Opened in 2018 98.49% Occupancy |
| Haven Homes 52 Units Plainfield, IN In Development | Salem Place 64 Units Daleville, IN Opened in 2017 95.67% Occupancy |
| Hamilton Pointe 93 Units Fort Wayne, IN Opened in 2005 94.86% Occupancy | SouthPointe Village 62 Units Fishers, IN In Development |
| Hauenstein Hills 104 Units Huntington, IN Opened in 1999 & 2004 96.07% Occupancy | Stellhorn Pointe 80 Units Fort Wayne, IN Opened in 2006 98.04% Occupancy |
| Hawthorne Hills Senior 57 Units Nashville, IN Opened in 2016 99.6% Occupancy | Tillwater Pointe 96 Units Fort Wayne, IN Opened in 2005 95.58% Occupancy |
| Hendricks Pointe 37 Units Shelbyville, IN Opened in 2013 93.02 Occupancy | Time Corners Crossing 96 Units Fort Wayne, IN Opened in 2002 In Renovation |
| Heron Preserve 94 Units Warsaw, IN Opened in 2006 97.49% Occupancy | Willow Manor 65 Units Nashville, IN Opened in 2010 99.37% Occupancy |
| Lake Park Senior 93 Units Hobart, IN Opened in 2017 99.61% Occupancy | |

*The above apartment communities are owned by subsidiaries of RealAmerica. They have all been managed by RealAmerica Management, LLC from the time they opened.

Property Management

Wide Range of Products

RealAmerica brings a wealth of property management experience, over two decades worth, with its roots firmly planted in affordable housing communities. Since its inception in 1998, we have expanded into a wide range of products including market-rate and corporate housing, senior retirement and mixed use communities, commercial and retail properties and self-storage facilities. Our services apply to both for-profit and non-profit clientele. Our expertise in property management of market rate and tax credit housing has earned the company recognition as a leader in the housing industry. This acquired respect for our company standards has brought about local units of government, private and not for profit organizations seeking out RealAmerica for assistance in building communities within specific areas.

MANAGEMENT

Our talented team can offer expertise in the following areas:

- Human Resource Management
- Utilities Management
- Budgets
- Monitor and Maintain Community Policies
- 24 hour Emergency Services
- Contract Negotiation and Administration
- Accounting and Record-keeping

MARKETING

Our services include the following:

- Creation and implementation of Marketing Plans
- Conduct Market Analyses
- Implement Cost Effective Marketing Resources
- Create and Execute Affirmative Fair Housing Marketing Plans
- Develop Strong Community Relationships

Providing Quality Services

Since the beginning, our founder and owner, Ronda Shrewsbury Weybright, made it the management team's mission to put the residents and clientele of our communities as the focal point of our company's purpose. The result of this leadership has resulted in our management team's passion for providing quality services to our clients and residents. You'll find this evident not only in our supervision of the day-to-day operations of multi-family communities but in our knowledge of the complexity of monitoring federal compliance regulations. We take a holistic approach to seeing that all residents and customers, regardless of social and economic background, are connected with services and amenities that assist them in succeeding in all aspects of life. Whether you're an apartment community owner looking for a strong management company, or a renter looking for a place to call home, our team will offer the experience and take pride in providing you with the attention, facilities and customer service you deserve!

LEASING & RESIDENT ENRICHMENT

Our professional staff provides the following:

- Focus on Customer Service & Occupancy
- Maintain organized and complete resident files
- On Staff Resident Services Coordination
- Tenant Liaisons for each community
- On site wellness and resident enrichment programs
- Scheduled monthly activities
- Partnership with local social services

MAINTENANCE

Our certified maintenance staff can deliver the following:

- Preventive Maintenance
- Inventory Control
- Heating/Cooling-CFC Certified
- Plumbing and Sewer Systems
- Carpentry and Interior Repair
- Common Area and Landscaping Care
- 24/7 days per week staff availability

TIMELINE

2019

2020

2021

2022

2023 - 2122

December 9

Submit proposal

February

*Finalize terms with City of
Bloomington*

February - March

Preliminary design and site plan

March - June

Zoning and tax abatement

May - July

Prepare tax credit application

July 27

Submit tax credit application

November 19

Tax credit allocation

December - March '21

*Complete design and site
engineering*

December '20 - March

*Complete design and site
engineering*

January - April

*Bid out, negotiate and document
financing*

March - April

*Big out and contract for
construction*

April

Close on land and financing

May

Start construction

February

Start leasing

May

Complete Construction

October

Complete lease up

January

Convert to permanent financing

2023 - 2122

Operate as affordable housing

2023 - 2122

Operate as affordable housing





WHO WE ARE

Stone Belt is a nonprofit organization that provides resources and supports for individuals with disabilities. Established in 1958, it is the oldest and largest agency of its kind in south-central Indiana.

our mission

We believe in the uniqueness, worth, and right to self-determination of every individual. It is our mission – in partnership with the community – to prepare, empower, and support individuals with developmental disabilities and their families to participate fully in the life of the community.

facts & figures

- 2,000+ total clients served
- 500+ employees
- 159 individuals served in residential programs
- 11 group homes, 8 in Monroe County and 3 in Lawrence County
- 221 individuals served in Lifelong Learning programs
- 236 individuals receiving community employment support
- 15,616 outpatient visits provided in our Milestones Clinic
- \$450,000 in revenue in Stone Belt manufacturing services
- \$16 million+ operating budget

specialization

We offer a full range of programs and services in Monroe, Lawrence, and Bartholomew counties, empowering people to demonstrate self-determination, contribute to the building of community, and experience quality of life.

Stone Belt's services are accredited by CARF (formerly the Commission for the Accreditation of Rehabilitation Facilities). We are an affiliate of The Arc and United Way of Monroe County.

• Residential Services

Provides staffing in a variety of living situations to promote self-sufficiency, including group homes and supported living sites. Stone Belt believes that home life must be self-directed.

• Community Employment

Assists individuals with disabilities to choose, obtain, and retain employment in community settings. We believe that employment is a fundamental part of adult life. Our program provides support and training on and off the job site.

• Lifelong Learning

Skilled instructors utilize hands-on experiential learning, in a classroom or community setting, to promote self-determination, independence, and personal growth. Focusing on social skills enhancement, life skills enrichment, work skills development, academic empowerment, fitness, and creative exploration to maximize meaningful outcomes.

• Manufacturing

Provides meaningful facility-based work with competitive wages; over 30,000 square feet of manufacturing space, including a designated environmentally controlled life sciences production area.

• Milestones Clinical & Health Resources

Our clinic provides positive behavioral and psychological supports to address the mental health needs of individuals with disabilities. Staff includes a board-certified psychiatrist, licensed clinicians, and behaviorists. Milestones also offers nursing services, providing a valuable support to families by coordinating a multitude of services, including wellness assessments and plans of care. In 2017, we added the Milestones Center for Child/Adolescent Anxiety and OCD Treatment.

For more info, visit milestonesclinic.com.



RESIDENT SELECTION CRITERIA

Retreat @ the Switchyard is an affordable housing development, made possible by participation in the Section 42 Program under the Internal Revenue Code ("IRC"). In addition to providing lower rental rates for most of the apartment units, Retreat @ the Switchyard welcomes households holding Housing Choice Vouchers that comply with IRS rules and this community's Resident Selection Criteria.

Retreat @ the Switchyard will make every effort to comply with all applicable Federal, State, and local Fair Housing and Civil Rights laws and Equal Opportunity requirements. No applicant will be denied the opportunity to complete a rental application. A non-refundable application fee is required at the time of application completion. A separate rental application must be completed by each adult applicant 18 years of age or over who will be residing in the apartment. The rental application must be completed in its entirety.

Retreat @ the Switchyard will thoroughly evaluate every household making an application for an apartment at our community. All households residing at this community must qualify under certain Internal Revenue Service ("IRS") rules and this community's Resident Selection Criteria, all of which are outlined in this document. Applications may be denied based on poor landlord references, poor written reference, poor credit history, and employment reference or felony conviction. In addition, we are required to verify that all applicants do not exceed the maximum allowable income limit and other eligibility criteria as set forth by the Section 42 program.

Retreat @ the Switchyard is committed to the letter and spirit of the Fair Housing Act, which, among other things, prohibits discrimination against persons with disabilities. In accordance with our statutory responsibilities and management policies, we will make reasonable accommodations when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy their housing communities. If you require such an accommodation or modification, please contact the Property Manager.

It is difficult to project the amount of time needed to review your application since each household composition is different. However, we will do our best to process all applications within two weeks or less. Your cooperation and responsiveness during the process can affect how quickly your application is processed, so please try to be as responsive to our information requests as possible.

AN APPLICANT REJECTED FOR ANY REASON MAY NOT REAPPLY FOR 90 DAYS UNLESS PROOF CAN BE SHOWN THAT ELIGIBILITY HAS CHANGED.

Eligibility Requirements

To be eligible for admission to a rent restricted unit and for continuing occupancy, applicants must meet the eligibility requirements for Section 42 and this community's Resident Selection Criteria including but not limited to:

1. General Household Characteristics

1. Citizenship Policy:

- All applicants must have a Social Security Number, or provide an Individual Taxpayer Identification Number (ITIN) or documented proof from a United States (U.S.) governmental agency that all household members are in the U.S. legally.
- All applicants must also provide proof they are eligible to legally reside in the U.S. for the full length of the lease.
- Copies of birth certificates are required for all household members under the age of 18.

2. **Full-Time Student Households:** Households where all members are full-time students (as defined by the educational institution) are NOT generally permitted in income restricted apartment units because of Section 42 requirements. Full-time students are defined as individuals who during each of five (5) months during the calendar year are a full-time student at an educational organization. The five (5) calendar months need NOT be consecutive. Therefore, households where ALL members are full-time students during five or more months during the current and/or upcoming calendar year (months need not be consecutive) would generally not be permitted in Section 42 apartment units. However, some households including one or more full-time students can qualify for one of the exemptions under the Internal Revenue Code. Exemptions to this requirement are:

- At least one person in the household is NOT a full-time student;
- Household members are married and eligible to file a joint tax return;
- The Household consists of a single parent or parents and their child(ren) and such parent(s) and child(ren) are not dependents of another individual.
- At least one person in the household receives Aid for Dependent Children (AFDC) or Temporary Aid to Needy Families (TANF) (benefits under Title IV of the Social Security Act).
- At least one person in the household is receiving assistance under the Job Training Partnership Act, Workforce Investment Act, or under other similar, federal, state or local laws;
- At least one household member previously was under the care and placement responsibility of the state agency responsible for administering foster care;
- **Documentation supporting the household's exemption must be provided during the application process.**

2. Occupancy Standards/Live-In Aides

Applicants must be physically able to live within the property's facilities and mentally competent to execute the lease and abide by its terms and to handle his/her personal affairs with or without the aid of an attendant.

- a. A dwelling unit of the appropriate size must be available in order to permit occupancy by an eligible household. Minimum space requirements for residential buildings are specified in square feet in the local building code and depend on age and number of occupants. Typically, we will consider a maximum of two persons per bedroom to be a reasonable standard. Unborn children and infants less than one year of age will not be included in the individuals per bedroom count.
 - b. A "Household" will be considered all individuals residing in the unit (head/co-head of household, spouse, other adults, children under 18 years of age residing in the unit at least 50% of the time, unborn children, etc. **Custody and/or Guardianship of ALL children must be documented prior to move-in.** However, the following individuals will NOT be included when determining income eligibility: Live-in Aide(s).
 - c. **No additions to the household may be made after move in unless approved in writing by the property manager.** Generally, requests for additions to households made in the first six months will be denied. The property manager will not approve an addition of any person to a household until all necessary verifications, including credit report, criminal reports, landlord verifications, income and asset verifications, etc., have been received and approved. Permitting unauthorized persons to occupy the unit is in violation of the lease and is grounds for termination of tenancy (eviction).
- No additions to a household will be approved if the addition will cause the household to exceed the maximum number of persons residing in a unit permitted by the local occupancy code for the unit size.**
- d. Additions of Live-in Aides/Attendants will be permitted after a criminal history is obtained and approved by the Manager. Documentation from a licensed physician stating the household's need for a Live-in Aide/Attendant will be obtained by the Manager.

LIVE-IN AIDE/ATTENDANT: Live-in Aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who is essential to their care and well-being based on a licensed physician's certification and who: (1) Is determined to be essential to the care and well-being of the person; (2) Is not obligated for the support of the person; and (3) Would not be living in the unit except to provide the necessary supportive services.

A criminal history will be obtained for all Live-in Aides/Attendants proposed on any application. All Live-in Aides/Attendants must meet the criteria for criminal history as outlined in this document in order to be approved to reside at the property with the household.

3. Community Integrated Apartments & Handicapped Accessible Apartments

Retreat @ the Switchyard is Community Integrated development with 20%-25% of its apartments set aside for those households with at least one member who experiences an intellectual or developmental disability. These residents will have access to necessary supportive services through our partners such as Stone Belt.

Additionally, 10% of the apartments have been equipped with handicap accessible features (the "Handicap Accessible Units"). Applicants who meet all other Resident Selection Criteria AND who demonstrate a need for a Handicap Accessible Unit will take priority over other applicants for the Handicap Accessible Units. These units will be assigned on a first come, first serve basis.

A non-handicapped applicant may be permitted to move into a handicap accessible apartment if no eligible disabled or handicapped person's application is pending AND the development has already met its minimum number of Special Needs units. However, the non-handicap household will be asked to move to another apartment once one becomes available so that Handicap Accessible Units can remain available for those who are in need of their features.

4. Income Requirements and Limitations

- a. The monthly household income at initial move in must be at least two (2) times the monthly rent for the unit. Housing Choice Voucher and other rent subsidy holders will be evaluated based on the amount of rent paid directly by the resident.
- b. Annual gross household income for the Section 42 apartment units may NOT exceed the applicable income limits for the Section 42 program upon initial occupancy to the development. Please see the property manager for a listing of the most current income limits. Income limits are published annually by HUD and the Indiana Housing and Community Development Authority (IHCDA).

5. Credit History

An applicant's willingness to pay rent in a timely manner as determined from information obtained from current and prior landlords or mortgage companies, if any, for at least the past two years will be evaluated. A full credit history from a professional reporting agency will be requested. The following are the evaluation factors used by this community to determine the applicant's willingness to pay:

- a. Bankruptcy should be discharged. If it is not, proof is required (such as a letter from an attorney) that no debt can be added to the bankruptcy or, at least one other adult in the household must have no bankruptcy issues.

- b. Applicants with utility collections on their credit reports from within the past twelve (12) months may be asked to show proof of payment in full or that the utilities have been put in their name for this apartment community prior to move in.
- c. Applicants that have an outstanding balance with a previous landlord within the last one (1) year may be asked to show proof that the balance has been paid or that payment arrangements have been made.
- d. Applicants with collections/judgments/debts may not be accepted.

Credit Check – Deposits

***For those individuals applying for and residing in a Community Integrated Unit, a standard deposit of \$250 will be required regardless of Credit Check results.**

For units that are not designated as Community Integrated, RealAmerica Management uses an Industry Scoring Model called RentWise to determine the credit worthiness of an applicant. Although similar, but not the same as a FICO score, RentWise will help to predict the rental behavior of an applicant. Below are listed the scoring thresholds for the RentWise score.

| | |
|---------------|--|
| 800 and above | Normal Deposit = \$250 |
| 799-760 | Normal Deposit with qualifying Cosigner or Security Deposit equal to one month's rent. |
| 759 or below | Normal Deposit with qualifying Cosigner or Normal Deposit plus an additional deposit equal to one month's rent. |

Cosigner Requirements

If an applicant has a Cosigner, the method used to determine whether or not the score is approved is based on the following:

Applicant Score and Cosigner's combined average score is greater than 800.

| | | |
|--------------|-----------------------|---------------------------------|
| For example: | Applicant Score | 659 |
| | Cosigner Score | 944 |
| | Combined Score | 1603 |
| | Divide the score by 2 | |
| | Equal Score | 804 (This Cosigner is approved) |

6. Landlord References

An applicant's ability and willingness to care for the apartment based on landlord references, credit report and/or home visits will be evaluated during the application process.

- a. Applicants must provide the name, address, and telephone number of all current and previous landlords for the previous two years. Any applicant with a history of eviction, delinquent rent (more than three times in any one-year period) or damages may not be accepted.
- b. Your application may be denied if your rental history reflects eviction from a house or apartment for any reason other than non-paid rent within the past six (6) months. If eviction is due to unpaid rent, proof that the balance has been paid in full must be provided.
- c. Your application may be denied if you have been terminated from a housing assistance program or tenancy has been terminated for fraud, non-payment of rent or failure to cooperate with the Tenant Income Recertification process.

7. Criminal History

An applicant's ability and willingness to abide by the terms of the lease as determined by policy records/criminal history will be evaluated.

An applicant with a record of criminal acts against persons or property, drug related criminal activity (including the illegal manufacture, sale, distribution, use or possession of a controlled substance), acts of violence against other persons, or confinement in a correctional facility following conviction for any of the foregoing criminal activities, or serious or repeated disturbances that disturb the livability of a residential property or community, or adversely affect the health and safety of any person, or have an adverse effect on a residential property, or interfere with the management of a property, or interfere with the rights and quiet enjoyment of other residents during the five (5) to eight (8) years prior to application may be denied.

NOTE: Anyone with a violent felony within the last eight (8) years will be automatically denied residency. All other felony convictions will be evaluated on a case by case basis to determine the applicant's ability and willingness to abide by the terms and conditions of the lease.

- a. Specific reasons for a denial of an application due to Criminal History include, but are not limited to:

Felony Convictions within the last 8 years including:

Terrorist Related crimes, Sexually Oriented Offenses, Murder, Homicide, Manslaughter, Kidnapping, Endangering Children, Arson, Gang Related Crimes, Escape, Child Pornography.

Felony Convictions within the last 5 years including:

Resisting Arrest, Environmental Non-Humane Crimes, Corruptions of Minors, Protective Order Violation, Contempt of Court, Obstructing Justice, Assault and Battery, Theft, Burglary, Larceny, Breaking & Entering, Robbery, Domestic Violence, Simple Battery, Assault.

Felony Convictions within the last 1 year including:

Forgery, Check Related Crimes, Prostitution Solicitation, Fraud ID, Theft Credit Card, Falsifying information, Narcotics, Cocaine Offenses, Receiving or Possessing Stolen property, Conspiracy, Trespassing, Dealing Drugs and/or Drug Paraphernalia, Disorderly Conduct, Harassment, Mischief, Property Damage, Drunk Driving, Probation, Failure to Appear.

- b. Any application where any household member is subject to State Sex Offender lifetime requirement may be denied residency.

8. Call List Process

Placement on the Call List does NOT guarantee eligibility and/or occupancy for the next unit that becomes available at the property. If a prospect is interested in residency, but the desired apartment home (size, AMI set aside, etc.) is not available, management will place the prospect on a Call List. The list will include:

- Prospect Name
- Household Size
- Desired Unit Size
- Date and time application is received
- Qualification for any preferences and rankings
- Targeted program qualifications (if applicable)
- Accessibility Requirements (if applicable)

Once placed on the Call List, the prospects will be called in the order they are placed on the Call List by date and time of completion of guest card (either in person or over the phone) and desired unit size, qualification for preferences, etc. However, the units will continue to be leased on a first come first served basis. Therefore, if contact is not made with a prospect on the first call, the next person on the list may be called immediately and so on. All available units will be given to the first household where all application and eligibility documentation and information is received and approved regardless of placement on the Call List.

7. Criminal History

Applicants/Residents will not be denied, terminated, evicted or otherwise be discriminated against for being a victim of domestic violence, dating violence, sexual assault or stalking. For the victim, incidents (actual or threatened) will NOT constitute a lease violation or good cause for termination of tenancy. Leases may be bifurcated. Offenders may be prohibited from being on property grounds and could face criminal charges for trespassing, damages and other harmful acts.

We encourage and support the nation's Affirmative Housing Program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap, familial status, sexual orientation, gender identity or marital status.

20-28
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

ADDENDUM TO LEASE AGREEMENT FOR
PARKING LOT PARCELS AT 216 SOUTH COLLEGE AVENUE

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and

WHEREAS, in Resolution 19-34, the RDC approved a purchase agreement for the real estate located at 216 S. College Avenue; and

WHEREAS, as part of the purchase, the RDC assumed leases that were part of 216 S. College Avenue, which included a lease for two parcels of land that made up a portion of the parking lot (“Property”), with the following legal description:

- 013-40720-00 ORIGINAL PLATS LOT[S] 43 & 44; and

WHEREAS, Staff has brought the RDC an addendum to the parking lease (“Addendum”), which is attached to this Resolution as Exhibit A; and

WHEREAS, the Addendum lays out that monthly rent for the Property will be \$3,500 per month, the RDC is responsible for paying real estate taxes on the property, and there will be an option to purchase the Property after one year—in 2021; and

WHEREAS, there are sufficient funds in the TIF to cover the expenses above;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC finds that the Addendum to the Lease of the Property has a valid public purpose, and approves the Project as set forth in the Form.
2. The RDC explicitly approves the Addendum attached to this Resolution as Exhibit A.
3. The RDC hereby authorizes the Controller to expend an amount not to exceed Forty-two thousand dollars (\$42,000.00) for the lease of the Property for one year, in accordance with the Addendum, from the Consolidated TIF fund. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.

4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on June 30, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

THIRD ADDENDUM TO LEASE

This Third Addendum is executed the _____ day of May, 2020, by and between THOMAS A. SICKS and NANCY HELD, as Successor Lessors to a Lease originally executed on November 27, 1956, with a first Addendum thereto dated March 11, 1998, and a Second Addendum thereto dated March 31, 2009, which Lease and Addendums to Lease are attached hereto as Exhibits A and B and C, and CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION, as Successor Lessee to the above referenced Lease.

WITNESSTH:

WHEREAS, the March 11, 1998 Addendum to Lease expired on October 31, 2018; and

WHEREAS, The City of Bloomington Redevelopment Commission as Successor Lessee to the Lease has leased the property on a month to month basis from November 1, 2018 to present; and

WHEREAS, the parties agree to extend the Lease for an additional one (1) year, commencing June 1, 2020 and expiring on May 31, 2021.

NOW THEREFORE, the parties mutually agree as follows:

1. The parties agree that the rental amount during the period of June 1, 2020 through May 31, 2021 shall be \$3500.00 per month, payable on the fifteenth (15th) day of each month.
2. Lessee agrees to provide Lessors with copies of paid real estate tax statements on a timely basis as those taxes are paid.
3. Lessee agrees to name the Lessors, Thomas A. Sicks and Nancy Held, as additional insureds provided that there is no additional cost to Lessee to add Thomas A. Sicks and Nancy Held as additional insureds.

4. The parties agree that all of the terms, conditions, promises, and covenants heretofore set out in the original Lease shall be applicable to this one (1) year extension and shall remain in full force and effect throughout the remaining term of this Lease as set forth in Exhibit A.

5. If the Successor Lessee shall remain in possession of the leased property after the expiration of either the original term of this lease or of any extended term with the Successor Lessors consent, except pursuant to an exercise of an option to extend, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, rent shall be payable at the same rate as that in effect during the last month of the preceding term, and the provisions of this lease shall be applicable.

6. Should the Successor Lessee hold over and remain in possession of the leased property after the expiration of this lease without the Successor Lessor's consent, it shall not be deemed or construed to be a renewal or extension of this lease but shall only operate to create a month-to-month tenancy which may be terminated by either party at the end of any month upon 30 days' prior written notice to the other party, and rent shall be payable during such holdover period at a rate equal to the rate in effect during the last month of the preceding term plus 50% thereof.

7. Assuming that the Lease is not in default, then Successor Lessee shall have the option at the end of this Lease term to purchase the Premises at a mutually agreed upon sale price. Exercise of the option to purchase must be in writing and signed by the Successor Lessee and delivered to counsel for Successor Lessor no later than May 30, 2021 at the offices of Cremer & Cremer at 9993 Allisonville Road, Fishers, IN 46038.

8. Upon exercise of the option to purchase, Successor Lessor and Successor Lessee, acting in good faith, will enter into a contract for sale of the Property that shall contain terms and conditions typical to such contracts. Such typical contract terms and provisions shall include, without limitation, Successor Lessor and Successor Lessee sharing equally in payment of expenses associated with closing including but not limited to, taxes, title commitment and title policy. Closing of the sale shall take place within 45 days of the sales contract date with payment in full due to Successor Lessor at closing. The Lease shall continue in force through the closing date with payment in full due to Lessor at closing.

IN WITNESS WHEREOF, the parties have executed this Third Addendum on the day and year first above written.

City of Bloomington Redevelopment
Commission

By: _____

Its: _____

Thomas A. Sicks, Lessor

Nancy Held, Lessor

SECOND ADDENDUM TO LEASE

This Second Addendum is executed the 31~~st~~ day of March, 2009, by and between THOMAS A. SICKS and NANCY HELD, as Successor Lessors to a Lease originally executed on November 27, 1956, with an Addendum thereto dated March 11, 1998, which Lease and Addendum to Lease are attached hereto as Exhibits A and B and RBOWA, LLC, as Successor Lessee to the above referenced Lease.

WITNESSTH:

WHEREAS, the March 11, 1998 Addendum to Lease expired on August 31, 2007; and

WHEREAS, RBOWA, LLC has continued to lease the property on a month to month basis; and

WHEREAS, Thomas A. Sicks and Nancy Held are the successors in interest to the leased property formerly owned by Marilyn A. Sicks, who is now deceased; and

WHEREAS, the parties agree to extend the Lease for an additional ten (10) years, commencing November 1, 2008 and shall expire on October 31, 2018.

NOW THEREFORE, the parties mutually agree as follows:

1. The parties agree that the rental amount during the period of November 1, 2008 through October 31, 2013 shall be \$2,750.00 per month, payable on the fifteenth (15th) day of each month.
2. The parties agree that the rental amount for the period of November 1, 2013 through October 31, 2018 shall be \$3,000.00 per month, payable on the fifteenth (15th) day of each month.

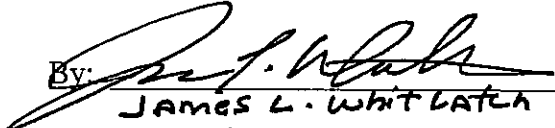
3. Lessors agree to provide Lessee with copies of paid real estate tax statements on a timely basis as those taxes are paid.

4. Lessee agrees to name the Lessors, Thomas A. Sicks and Nancy Held, as additional insureds, provided that there is no additional cost to Lessee to add Thomas A. Sicks and Nancy Held as additional insureds.

5. The parties agree that all of the terms, conditions, promises, and covenants heretofore set out in the original Lease shall be applicable to this ten (10) year extension and shall remain in full force and effect throughout the remaining term of this Lease as set forth in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Second Addendum on the day and year first above written.

RBOWA, LLC

By: 
JAMES L. WHITLATCH
Its: Member

Thomas A. Sicks, Lessor

Nancy Held, Lessor

ADDENDUM TO LEASE

THIS ADDENDUM is executed this 11th day of March, 1998, by and between Marilyn A. Sicks as Successor Lessor to a Lease originally executed on November 27, 1956, which Lease is attached hereto as Exhibit "A" and RBOWA, LLC as Successor Lessee to the above referenced Lease.

W I T N E S S E T H :

WHEREAS, Marilyn A. Sicks is the current Lessor under the Lease attached hereto as Exhibit "A" and has entered into an extension of this Lease with the current Lessee, RBOWA, LLC; and,

WHEREAS, RBOWA, LLC is the current Lessee and agrees to extend the Lease for the final term of the original Lease, which term commences on the 1st day of September, 1997 and shall expire on the 31st day of August, 2007.

NOW THEREFORE, the parties mutually agree as follows:

1. The parties agree that the rental amount during the ten (10) year lease extension shall be Two Thousand Three Hundred Seventy-seven Dollars (\$2,377.00) per month payable pursuant to the terms of the original Lease.

2. Lessor agrees to provide Lessee with copies of paid real estate tax statements on a timely basis as those taxes are paid.

3. Lessee agrees to name the Lessor, Marilyn A. Sicks, as an additional insured provided that there is no additional cost to Lessee to add Marilyn A. Sicks as an additional insured.

4. The parties agree that all of the terms, conditions, promises and covenants heretofore set out in the original Lease shall be applicable to this ten (10) year extension and shall remain in full force and effect throughout the remaining term of this Lease as set forth in Exhibit A.

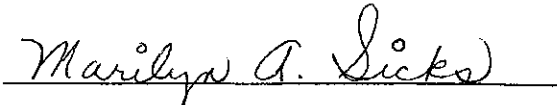
IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first above written.

RBOWA, LLC

MARILYN A. SICKS

BY: 

James L. Whitlatch



STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 27th day of February, 1998, personally appeared the within named James L. Whitlatch of RBOWA, LLC, and acknowledged the execution of the same to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Jeanne I. Hays
Jeanne I. Hays, Notary Public

My Commission Expires:
August 16, 2001
Resident of Monroe County, Indiana

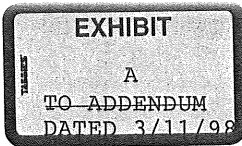
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said County and State, this 11th day of March, 1998, personally appeared the within named Marilyn A. Sicks, and acknowledged the execution of the same to be her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Ann L. Ritter
Notary Public

My Commission Expires:
1-13-01
Resident of Marion County, Indiana



"EXHIBIT A"

LEASE

THIS INDENTURE, executed in duplicate this 27
NOVEMBER
day of ~~September~~ 1956, by and between KATHERINE BIVIN WOODY, as
Guardian of Charles J. Bivin an aged and infirm person, and
MAUDE C. BIVIN, wife of said ward, of Marion County, in the
State of Indiana, hereinafter called LESSORS, pursuant to an
order of the Marion Probate Court of Indiana, and CECIL E.
and INEZ G. HARLOS, husband and wife,
HARLOS/of Monroe County, in the State of Indiana, hereinafter
called LESSEE; WITNESSETH:

The Lessors in consideration of the rents hereinafter
reserved and of the covenants, promises and agreements herein-
after expressed on the part of the Lessee, by him to be kept,
performed and fulfilled, has leased and demised and by these
presents does hereby lease and demise unto Lessee all of the
following described real estate situated and being in the city
of Bloomington, Monroe County, State of Indiana, to wit:

In Lots Numbers 43 and 44 of the Original
town (now city of Bloomington, Monroe County,
Indiana) as shown by the recorded plat thereof
on file in the office of the Recorder of said
county; and also the interest of Lessors in
and to strips of ground of the even width of
6 feet laying West and South of and immediately
adjacent to the entire West and South sides of
the In Lots above described; said strips being
alleys to be vacated by proceedings of the
Owner, as hereinafter provided.

To have and to hold said described real estate together
with all rights, privileges, easements and appurtenances, there-
unto belonging and attaching, to the said Lessee, his heirs,
executors, administrators and assigns, for and during a term
of Twenty (20) years beginning with the 1st day of SEPTEMBER

1957.
1956 and terminating and expiring on the 31ST day of August.
~~1976~~¹⁹⁷⁷, the terms and conditions of this indenture and agreement
being as hereinafter set forth, as follows:

(1) LESSORS' COVENANTS OF WARRANTY - The Lessors covenant and warranty that there are no existing or unexpired leases, conveyances or liens of any kind or description affecting the title of said premises, which are not herein expressly assumed by the Lessee, and that the Lessors are the owners of said described real estate in fee simple, and have a good, merchantable and indefeasible record title thereto, which they will forever defend.

(2) RENTS - In consideration of the lease herein granted, the Lessee has covenanted and agreed and does hereby covenant and agree to pay to the Lessors as rent for said premises during the term of the tenancy created by this lease, the following sums, to wit: The sum of Four Hundred Thirty-three Dollars and Thirty-three Cents (\$433.33) in lawful money of the United States of America, which may be paid by valid bank checks, each month, in advance.

All rents so provided to be paid by the Lessee during the term of this lease shall be paid without any deduction or abatement whatever, without relief from valuation and appraisal laws of the State of Indiana, or any governing municipality, and with reasonable attorney's fees for the collection thereof, in the event of delinquency and default; said installments of rent shall be paid to Lessors at the residence of said guardian at Indianapolis, Indiana, or such other place as may be designated by her.

(3) PAYMENT OF TAXES - As a further consideration for

the lease herein granted, in addition to the foregoing amounts covenanted to be paid as rent, the said Lessee, during the full term of this lease as the same shall from time to time mature and be payable, and before any penalty shall attach for non-payment thereof, covenants and agrees to pay all property taxes of every character and description, commencing with taxes for *the 2nd* the year 1957, payable ~~in the year~~ *November 1957*, and all street and other municipal improvements, charges and assessments chargeable to the leased premises and improvements, as to all installments, which become due and payable during the term of this lease as herein stated. Lessor agrees to execute any papers or documents under any existing law permitting payment of such assessments in installments over a period of years.

half of

(4) LESSORS' RIGHTS AS TO TAXES - It is further agreed that, in case the Lessee shall fail to pay any such taxes, assessments, levy or charge of any kind before the same shall become due the Lessors may at their option pay the same, and all sums paid by the Lessors on account of any such tax, assessments, levy or charge which, by the terms of this lease the Lessee is bound to pay shall be repaid to the Lessors by the Lessee on demand, at the next or any subsequent rent-paying day, together with interest thereon at the rate of Six (6) per cent per annum, and the Lessors shall be so reimbursed on account of any such claim paid, without respect to the validity of the rate, tax, assessment or other charge or lien so discharged by the Lessors; provided that, in case the Lessee shall dispute the validity of any such charge, assessment or levy, he shall have the right to test the validity of same in any court having jurisdiction to determine the matter, provided he shall notify the Lessors of his intention so to do, at least Five (5) days before such

taxes, charges, assessments or levy become delinquent, or if the Lessee does not have knowledge of such taxes, charges, assessments or levy at the time they become delinquent, within Ten (10) days after learning of such taxes, charges, assessments or levy; and at the time of giving such notice, shall furnish to the Lessors a satisfactory indemnifying bond with responsible surety or sureties thereon to their approval in a penal sum of double the amount of such levy, charges, or assessments, to indemnify the Lessors from all loss on account of such taxes, levy, charges or assessments, including all costs and attorneys fees.

(5) IMPROVEMENTS ON REAL ESTATE - It is agreed that the said Lessee shall have the right to demolish and/or remove existing improvements located on said real estate, retaining the salvage material reclaimed as reimbursement for expense of demolition and/or removal, and surface pave the said real estate using same for a parking area, or Lessee shall at his discretion have the right to utilize the improvements presently on said real estate or remove same and replace them with other improvements. In that event, if Lessee should determine to replace the existing improvements by new structures, said new structures shall be of modern and substantial construction and shall conform to the building rules and regulations of any municipal building department or other government authority having jurisdiction over the premises. The Lessee shall and does hereby agree to pay every expense connected with the construction, erection and completion of said new structures, the removal of present structures and/or the surfacing of the premises for parking area, including all costs of material and/or labor used in connection therewith.

(6) MECHANIC'S AND MATERIALMAN'S LIENS - All the repairing, building and other work of every nature whatever herein stipulated to be done by the Lessee upon or in connection with the demised premises are to be done entirely at the expense of the Lessee, and no provisions in this lease shall be taken or construed as authorizing the Lessee to do any act or make any contract in any way to render the Lessors personally liable therefor or thereupon or to in any manner encumber the title of the Lessors to said real estate or their interest in any building or improvements hereafter to be erected thereon, and no language in this lease contained is to be so construed as expressly or by implication to constitute the Lessee the agent of the Lessors, and notice is hereby given that no mechanic's lien or other lien shall in any way, manner or degree affect the title of the Lessors to and their claim upon said real estate or any building or improvement that shall at any time during the life of this lease be thereon, nor shall any such lien attach to the Lessor's rights of any nature to said premises. It is further stipulated and agreed that, during the continuance of this lease, the Lessee shall not suffer any mechanic's lien, of any nature or description, for work, labor, or materials used in the tearing down, removal, alteration or construction of any improvements upon said real estate to be enforced against said real estate or any improvements thereon or interest therein. In case any person or persons, corporation or corporations attempt to enforce any such lien, if legally valid, at any time during the life of this lease, the Lessee agrees to pay the same immediately; provided that if the Lessee shall desire to contest such claim and to litigate the question of the right to said lien or the amount thereof, then, and in that case the

Lessee shall immediately upon filing and assertion of such lien, or upon any attempt being made to enforce the same, give to the Lessors a good and sufficient bond in satisfactory form, payable to the Lessors, with responsible surety or sureties to the approval of the Lessors to indemnify them against loss, including costs and attorneys fees, which may be incurred by the Lessors through or on account of such lien, liens, or claims and further conditioned upon the payment of any judgment that may be rendered upon such claim in case it shall be finally determined that the same is a lien upon or against said real estate, the improvements thereon, or any interest therein. This clause shall not bar the Lessee from appealing to the court of last resort having jurisdiction in the matter before paying such claim.

The bond in this article required shall be for any amount not less than double the amount of such asserted claim, and shall be for an amount sufficient to cover the payment of such claim, and all costs of litigation. In case the Lessee shall fail, refuse or neglect to pay such claim or lien and discharge the same for a period of Thirty (30) days after the same is filed and asserted, or shall fail within such time to give the Lessors the bond required above in this article of this lease, the Lessors shall, after giving the Lessee Ten (10) days notice of their intention to so do, by written notice delivered to said Lessee, have the right to pay said claim at their option in protection of their rights, together with all interest and attorneys fees, and costs, regardless of whether the same is valid or not as against said real estate or the improvements thereon or any part thereof, and the sum so paid, the Lessee agrees to pay the Lessors as additional rent at the next succeeding rent payment day, together

with interest thereon at the rate of Six (6) per cent from date of payment thereof by the Lessors.

(7) INSURANCE - It is further stipulated and agreed that the Lessee shall, at his own expense, keep all improvements now located on said premises or hereafter to be erected upon said real estate, until removed as above provided, during the continuance of this lease insured against loss by fire and extended coverages in one or more responsible company or companies to the satisfaction of the Lessors, in an amount equal to full value or not less than Eighty (80) per cent of the value of the improvements on a co-insurance plan, which said company or companies shall be authorized to transact business in the State of Indiana, and maintain an agency in said State of Indiana. All insurance shall be carried in the names of the Lessors and Lessee as their respective interests shall appear, and a memorandum of all policies thereof be delivered to Lessors by the companies showing the names of the respective companies and the respective amounts of insurance.

In case of loss of or damage to any building improvement located upon the leased premises at any time during the life of this lease by fire or other cause against which any insurance is carried upon such improvements, all amounts received upon such policies of insurance in payment of loss shall be deposited in some reliable banking institution satisfactory to the Lessors in the city of Bloomington, Indiana, and by such company held in trust and paid out for the use and benefit of the parties hereto for the purpose hereinafter set forth.

Such insurance shall be entirely devoted to and paid out upon the replacing of the building, improvements or portions thereof damaged or destroyed, except that, if, before the completion

of the building, improvement or portion thereof that is to take the place of the improvement so damaged or destroyed by fire or other cause, the Lessee shall fail to pay any instalment of rent, or any taxes, assessments or other charges provided in this lease to be paid by said Lessee, as the same shall become due, the Lessors shall, at the time such rent or other charges shall be due them or at any time thereafter be entitled to and receive from the amount of such insurance so deposited, any amount so due the Lessors from the Lessee and unpaid, and such rent and other payments due the Lessors from the Lessee or to become due, shall be a first charge upon such insurance money or so much thereof as shall not have been paid out for work already performed or materials furnished in the matter of the replacing of the damaged or destroyed building, improvement or portion thereof.

The Lessee shall pay all necessary expense of collecting and handling any insurance due as herein provided, and, in case he shall fail to pay such expense when due, the Lessors may pay the same, and any such payment made by the Lessors shall be immediately thereafter repaid to the Lessors by the Lessee as part of the consideration of this lease and the amount of such advancement by the Lessors shall bear interest at the rate of Six (6) per cent per annum from date of payment by the Lessors, and such advancement and the rights of the Lessors in connection therewith shall be governed by the same provisions elsewhere in this lease made and stipulated in regard to other advancements to be made by the Lessors in payment of any charge due from the Lessee hereunder.

(8) REPLACING DAMAGED OR DESTROYED IMPROVEMENTS - If any building or improvement, now or at any time during the life

of this lease upon said demised premises, shall during the term of this lease, be injured or destroyed by fire or other cause, the Lessee covenants and agrees, as part consideration for the granting of this lease, immediately after such loss, to begin the rebuilding, repairing or replacing of such building or improvement so injured or destroyed and to complete the restoration or replacement of such injured or destroyed improvement within a reasonable time thereafter, and to restore or rebuild and replace such building or improvement or portion thereof substantially as it was before such injury or destruction.

The Lessee shall have the right, however, to replace any building or improvement so injured or destroyed by a building or different plan and construction, provided such new building or buildings shall be as good and substantial and constructed of as good and substantial materials as the building or improvements so injured or destroyed has been, and shall be of equal or greater value; or to surface the area heretofore occupied by the building or buildings destroyed as use as a parking area as hereinabove provided.

The Lessee shall pay all expense of such repair and construction, and indemnify and save the Lessors harmless from any and all costs and expenses of every kind and nature on account of such operations.

(9) USE OF PROPERTY - It is hereby further stipulated and agreed that the said premises and any building hereafter erected on said leased premises shall, during the tenancy, be used only and exclusively for proper, reputable and legitimate and lawful purposes, and it is expressly covenanted and agreed by the Lessee that the Lessee will not use, suffer or permit any person or

corporation to use said premises or any part thereof for any purpose which will substantially injure the reputation of said premises or of the neighboring property, or for any purpose or use in violation of the laws of the United States or the State of Indiana, or of the ordinances or valid rules of the city of Bloomington or any governing power which shall have the right to make laws, rules and regulations in reference thereto, or for any immoral and unlawful purposes.

(10) PROPERTY CONDITION AND REPAIR - INDEMNITY -

It is further stipulated and agreed that the Lessee will at his own expense keep the buildings and improvements on said real estate and appurtenances thereunto belonging and the sidewalks and steps and any and all excavations under the sidewalks in front of and along said premises in good, safe and secure condition, and will in all respects conform to and comply with all the municipal, state, or other governing laws, ordinances, rules and regulations which may affect and apply to said premises and the sidewalks, streets and alleys along and adjoining said premises, and that he will keep and save the Lessors harmless from any penalty, damages, charges, costs and expense of any kind whatsoever imposed or in any way caused on account of the violation of any law or ordinance, whether occasioned by the neglect of the Lessee or his tenants or any other person or persons, and will save the Lessors harmless from and will bear any loss, costs, damages or expense arising out of any accidents or other occurrences resulting in injury to any person or persons, or property and due directly or indirectly to the use of said premises or any part thereof by the Lessee, or any person holding

under him, or caused by Lessee's failure to keep any of the agreements herein contained to be kept and performed by him.

(11) ASSIGNMENT - It is further stipulated and agreed that said Lessee may sublet said premises or any part thereof and may also, after the completion of the improvements provided for in paragraph (5) of this lease, sell and assign, his entire interest in and to this lease; provided, however, that all of the rents, taxes, assessments and other charges of every kind, nature and description herein provided to be paid and which have become due, shall be paid in full to date of such assignment, and any and all covenants and agreements, which under the terms hereof, should at the time of such assignment be fully performed, shall have been kept and performed, and provided, further, that in case of a sale or assignment by the said Lessee of this lease, such assignment shall be evidenced in writing duly executed under seal, and acknowledged by the Lessee before a Notary Public or other official authorized by the laws of Indiana to take acknowledgments, and provided further, that by the terms of such assignment the assignee shall expressly accept and assume and agree to carry out all the terms and covenants in this lease provided to be kept and performed by the Lessee, and shall agree to comply with and be bound by said terms and agreements and to keep and perform the same and pay and apply all money hereunder provided to be paid by the Lessee as long as such assignee may hold said lease and provided that a written acceptance of such assignment under seal, shall be made and executed by said assignee on the same instrument upon which said assignment is made

The Lessee hereby agrees that he will not assign this lease except in the manner and upon the conditions herein set

forth and that he will, at the time of making any assignment, and any future assignee of this lease shall also, at the time of making any assignment thereof, give written notice to the Lessors immediately upon the making of such assignment, and shall at the same time furnish the Lessors the name of the parties or party to whom said lease is to be assigned, together with their residence and post office address.

In consideration for the release of Lessee from personal liability in case of such assignment, he will provide in his lease of a part of the building to be erected on his own real estate adjacent on the West to the premises demised herein, a provision to read substantially as follows, to wit:

"The Lessee herein promises and agrees that upon receipt of notice in writing by the owners of the real estate known as In Lots Numbers 43 and 44 of the Original Town (now city of Bloomington, Indiana), by whom the same has been leased in writing for a period of years, that the Lessee therein, Cecil E. Harlos, had assigned said lease of said described lots to others then and in that event the Lessee therein shall thereafter pay directly to said owners the rent reserved in that lease to the extent that the amount of the monthly rent reserved in said owners' lease requires and taking credit for all such payments against its own rental payable by it to the Lessee herein, Cecil E. Harlos."

The Lessee herein represents and warrants to the Lessors herein that the rent provided for in his lease of said part of such proposed building is greater in amount than the amount of the rent provided for in this lease and that the Lessee of a portion of said proposed business building is a very large chain store company operating well known and advertised in several hundred cities and towns of the nation and bears an excellent credit rating.

It is agreed by the parties hereto, and notice is hereby given that any attempted sale or assignment of this lease which

shall not be in conformity with the foregoing provisions shall not be binding upon Lessors.

The Lessors agree that whenever the conditions imposed hereunder in regard to the transfer and assignment of this lease have been fully complied with by the Lessee, that the same shall fully release such Lessee from any further personal liability hereunder whatsoever.

(12) DEFAULT AND FORFEITURE - It is further stipulated and agreed by and between the parties hereto that, in case at any time the Lessee shall fail to pay any rent herein provided to be paid by him, or shall fail to pay any taxes, assessments, liens or other charges or money herein provided to be paid by the Lessee promptly when the same shall become due, or in case the Lessee shall fail to promptly perform any covenant or agreement herein contained this lease may be terminated at the option of the Lessors; provided however, before the same shall be so terminated the Lessors shall first give written notice to the Lessee of their intention to terminate this lease or, in case the Lessors shall fail by the exercise of ordinary care to find the Lessee in the city of Bloomington, then and in that event such notice may be posted in a conspicuous place upon the leased premises, and, if the Lessee shall fail to pay the Lessor as herein provided together with interest thereon at the rate of Six (6) per cent per annum, from date such payment was due from the Lessee, or fail to perform any such covenant or agreement herein contained within Ninety (90) days from the date of the giving of said notice or placing the same on said premises, then this lease shall immediately terminate at the option of the Lessors, at the expiration of said

Ninety (90) day period, and in which event the Lessors shall have the right to take immediate possession of said premises, and the Lessee shall have no further right thereto and no further interest in the building and improvements thereon, which shall then be and remain the absolute property of the Lessors. In case the Lessee shall at any time fail to pay any money when due, or to do anything at the time or in the manner agreed in this lease, for the payment or the doing of which bond is to be given by the terms hereof, the Lessors shall and, in that case, have the right to terminate this lease, provided they give a written notice of such default and of their intention to so terminate such lease, as hereinabove stipulated, for the giving of such notice, and provided, further that such default shall continue for a period of Ninety (90) days thereafter, it being understood that during said Ninety (90) day grace period Lessee shall have the right to cure any such default by paying to Lessors all delinquent amounts together with Six (6) per cent interest thereon.

(13) WAIVER - NO ESTOPPEL - It is further stipulated and agreed that no waiver of any breach of any of the covenants or conditions of this lease shall be construed to be or operate as a waiver of any succeeding breach of any of such conditions or covenants, and failure of the Lessors to exercise any option herein contained, or to declare this lease forfeited for any reason shall not estop the Lessors from afterwards exercising such right as in this instrument granted as to subsequent defaults.

(14) LESSORS' REIMBURSEMENT AND LIEN - It is mutually covenanted and agreed by and between the parties hereto that in case the Lessors or their successor or successors shall without

fault upon their part be made a party to any litigation commenced by or against the Lessee, arising out of his occupancy of said premises under this lease, the Lessee shall defend same in their name and pay all costs and attorney's fees necessarily incurred by or against the Lessors or in connection with such litigation, and the Lessee shall and will also pay all costs and reasonable attorney's fees if necessarily paid by the Lessors, and the rent reserved by the Lessors in this lease, and all amounts advanced by the Lessors in payment of taxes, assessments and other items herein provided to be paid by the Lessee, shall be and they are hereby declared to be a lien upon all Lessee's property placed upon or used in connection with said demised premises at any time during the term of this lease, as well as upon the leasehold estate created hereby.

(15) RIGHTS AND OBLIGATIONS OF SUCCESSORS IN INTEREST OF RESPECTIVE PARTIES - Wherever in this lease reference is made to either the Lessors or the Lessee, such reference shall be deemed to include and apply as well to the respective legal representatives, successors in title and assigns of said parties.

(16) BUILDING LESSORS' PROPERTY AND OPTION FOR EXTENSION - It is agreed and stipulated that the improvements to be made and erected on said described real estate, as required by paragraph (5) of this lease, shall be and become the absolute property of the Lessors. At the expiration of the term of the tenancy herein created, provided all the conditions and covenants to be kept and performed by the Lessee shall have been kept and performed, then and in such event, the Lessee shall have the right, at his option, to extend the term of this lease for three additional terms of Ten (10) years each, the first of which shall commence on the 1ST day of September ¹⁹⁷⁷ ~~1978~~, the second of which

shall commence on the 1st day of September ~~1996~~ ¹⁹⁸⁷, the
third of which shall commence on the 1st day of September
~~1997~~ ¹⁹⁹⁷. In the event the Lessee elects to extend the term of the
lease herein granted, then notice of such intention shall be by
the Lessee given to the Lessors in writing more than Six (6)
months prior to the expiration of the then current term hereof.

In the event Lessee exercises his right and option to
extend this lease, the monthly rental to be paid during the term
of each of such extensions shall be determined in the following
manner: The base monthly rental figure shall be Four Hundred Thirty-
three Dollars and Thirty-three Cents (\$433.33) as it is for the first
Twenty (20) years under the terms hereof. Using the Consumers'
Price Index of The United States Bureau of Labor Statistics, as
revised February 20, 1951, wherein the base period is from the years
1935 to 1939 and is designated One Hundred (100), for June 30,
1956, the average percentage of increase or decrease for the three
(3) years immediately preceding the beginning date of the then
new term hereunder shall be applied to the base monthly rental
figure and the resulting amount shall be the monthly rental to
be paid for the ensuing term. For example only - assume the said
price index for June 30, 1956 to be One Hundred Fifty (150); on
June 30, 1974, One Hundred Sixty (160); on June 30, 1975, One
Hundred Seventy (170) and on June 30, 1976, One Hundred Eighty
(180), the average annual percentage increase during said three
(3) years over the 1956 figure is Thirteen and One-third (13 1/3)
per cent; therefore, the monthly rental for the Ten (10) year
term from _____ day of _____ 1976 to the _____
day of _____ 1986 would be Four Hundred Eighty-nine
Dollars and Eighty-one Cents (\$489.81); then assume the exercising

*

of the second right to extend and the said price index for June 30, 1984 to be One Hundred Forty (140), for June 30, 1985, One Hundred Thirty (130) and for June 30, 1986, One Hundred Twenty (120), the average annual percentage decrease during said Three (3) years under the ¹⁹⁵⁷~~1956~~ figure is Thirteen and One-third (13 1/3) per cent; therefor, the monthly rental for the Ten (10) year term from _____ day of _____ 1986 to the _____ day of _____ 1996 would be Three Hundred Seventy-six Dollars and Eighty-five Cents (\$376.85).

It is understood and agreed that, if Lessee exercises his option for any one or more of said extended Ten (10) year terms, all of the terms, conditions, promises and covenants heretofore set out in this lease with respect to the original or basic Twenty (20) year term shall be applicable to any such optional Ten (10) year extended terms except only that in said basic term the monthly cash rental is fixed, while the rental to be paid during any such optional extended terms provide for negotiation by the parties and, if not agreed to by them, to be fixed as an addition to or reduction from the rent provided for in said original or basic term, by the test hereinabove in this section (16) set out.

(17) DESTRUCTION OF BUILDINGS TO PROTECT ADJACENT PROPERTY - In the event that during the term of this lease said demised premises or any part thereof shall be destroyed by any person or by public authority for the purpose of protecting other property from the spreading of fire, then any sums recovered by the Lessors or by the Lessee on account of such destruction of said improvements shall be set aside as a special fund to be used in the rebuilding of such property under the same conditions

hereinbefore provided, for the payment and use of the insurance money.

(18) LESSORS' RIGHT TO FORFEIT - It is further understood, stipulated and agreed by and between the parties hereto that the right given in this lease to the said Lessors to collect the rent which may become due under the terms of this lease by any proceeding to collect the same or the right herein given to enforce any of the terms and provisions of this lease shall not in any way affect the right of said Lessors to declare this lease void and determined and the tenancy herein created ended as herein provided, when default is made in the payment of rent or the performance of any other of the conditions of this lease.

(19) REMEDIES - CUMULATIVE - It is mutually covenanted and agreed that the various rights, powers, privileges, elections and remedies of the Lessors contained in this lease shall be construed as cumulative and the exercise of no one of them shall exclude the exercise of any other or shall exclude the exercise by the Lessors of any rights or privileges which may be allowed by law.

(20) EVIDENCE OF TAX PAYMENTS - It is further stipulated and agreed between the parties hereto that the Lessee in paying all taxes, assessments, levies, rates and other charges provided to be paid by the Lessee in paragraph (3) hereof, whether the same be imposed by any law or under the authority of the United States of America, State of Indiana, City of Bloomington, or of any county, township board, department, commissioner or commissioners, or other persons or body authorized to levy or impose such charges shall procure and mail to the Lessors a receipt or receipts of all such

payments Five (5) days or more before the last day on which such taxes or other assessments or charges become due and payable, and all such charges and taxes shall be paid in the name of the Lessors or its successors' interest.

(21) INDEMNITY - It is further agreed by the Lessee that it will save the Lessor harmless from damage to any adjoining property by reason of any improvements upon said demised premises and from any and all injury to persons or property arising from or growing out of the work of removing the present buildings from said premises or from the erection or construction of the new buildings thereon.

(22) NOTICES - It is further stipulated as a condition of this lease that in every case where, in the opinion of the Lessors, or under the conditions of this lease, it shall be deemed necessary by the Lessors to serve notice or demand upon the Lessee concerning the demised premises or any of the conditions or provisions of this lease, said notice shall be given by registered United States mail addressed to Lessee at his last and known address in the city of Bloomington, Monroe County, Indiana, unless Lessee shall have provided Lessors with a current mailing address, in which event the latter shall be used in addressing said registered notices.

(23) SURRENDER - In the event of the forfeiture of this lease and the termination of the tenancy under this lease by reason of any default upon the part of the Lessee, then and in such event, upon such termination, the Lessee hereby covenants and agrees to peaceably give possession of said premises and relinquish any and all rights thereto, or upon the failure of the Lessee to so surrender possession of said premises, then he may be evicted without notice.

On the termination of the tenancy herein created at the expiration of the term of this lease, provided the Lessee does not elect in the manner hereinabove provided to exercise its option and extend such term, then the Lessee hereby covenants at the date of such expiration to peaceably surrender possession of such premises unto the Lessors, their agents, attorneys or assigns.

(24) LESSORS' COOPERATION - In the event it becomes necessary for Lessee to institute action or proceedings before any public board, agency or commission or in any court for the purpose of utilizing said premises under the permitted uses hereinabove set out, Lessors agree to cooperate fully in such undertakings, to appear and consent thereto and to assist Lessee in every other reasonable manner as he shall request, including prosecuting any proceeding for the vacation of an alley through or adjacent to said real estate, and granting of an easement under a grass plot or tree plot for the purpose of restoring of gas or water mains.

(25) The premises herein leased are now occupied by Noble King and Frank W. Judah, who as hereinabove noted are month-to-month tenants. The parties hereto understand that Lessee will not require the immediate possession of the premises therefore:

(a) The present occupants of the premises shall continue as tenants of Lessors on the same basis as they presently hold possession from Lessors and all Lessee's obligations under the terms hereof, including payment of rent, shall abate until such time as he shall notify Lessors of his desire to have possession, at which time Lessors shall cause their present tenants to vacate. The Lessors shall do all things required to effect said vacation, including but not limited to giving of

legal notices as required by law and prosecuting such litigation as may be required subsequent to such notice.

(b) Should one or both of the said present tenants vacate the premises prior to Lessee's notifying Lessors of his need for possession, the Lessee shall immediately assume the payment of rent and performance of all obligations by him to be performed under the term hereof as to said vacated part of said premises. It is agreed by the parties that the monthly rental to be paid by Lessee in the event only one of said tenants vacate prior to Lessee's requiring possession shall be that portion of the monthly rental herein, Four Hundred Thirty-three Dollars and Thirty-three Cents (\$433.33), as the monthly rental previously paid by the tenant who vacated bore to the total rental being received by Lessors from both of said tenants.

(26) As further consideration for this lease, Lessors promise and agree that during the term of this lease or any extended term provided for herein, if they should desire to sell and convey their real estate demised herein, they will give to Lessee the first refusal to purchase the same at and for the same price offered to others and will not sell and convey to others, unless the same is first offered to Lessee in writing and refused by him.

IN WITNESS WHEREOF, the said Lessors and Lessee have hereunto set their respective hands and seals the day and year first written above.

Cecil E. Harlos
(Cecil E. Harlos)

LESSEE

Katherine Bivin Woody
Katherine Bivin Woody, Guardian of
Charles J. Bivin, an aged and infirm
person

Maude C. Bivin
(Maude C. Bivin)

LESSORS

STATE OF INDIANA)
)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said county and state, this 27th day of November 1956, personally appeared the within named Kathryn Bivin Woody, Guardian of Charles J. Bivin, an aged and infirm person, and Maude C. Bivin, his wife, who acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Margaret H. Kivett
Margaret H. Kivett, Notary Public

My commission expires:
October 13, 1957

STATE OF INDIANA)
)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said county and state, this 27th day of November, 1956, personally appeared the within named Cecil E. Harlos, and Inez G. Harlos, husband and wife, who acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Margaret H. Kivett
Margaret H. Kivett, Notary public

My commission expires:
October 13, 1957