

AGENDA
REDEVELOPMENT COMMISSION
August 3, 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/96984729719?pwd=NXBldWcwZGIzcGtOVlhCT0hFZkZ0UT09>
Meeting ID: 969 8472 9719 Passcode: 367364*

- I. ROLL CALL**
- II. READING OF THE MINUTES** – July 20, 2020
- III. EXAMINATION OF CLAIMS** –July 24, 2020 for \$2,218,630.56
- IV. EXAMINATION OF PAYROLL REGISTERS**– July 17, 2020 for \$33,592.31
- 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 20-43: Second Addendum to Convention Center Parking Agreement
 - B. Resolution 20-44: Approval of Property Tax Payment for Parking Lot Parcels at 216 S. College Ave.
 - C. Resolution 20-45: Project Review and Approval Form for EDA Grant
- 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, July 20, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=8449>

I. ROLL CALL

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

Commissioners Absent: Cindy Kinnarney

Staff Present: Eric Sader, Assistant Director, Housing & Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Larry Allen, Attorney, City Legal Department; Jeff Underwood, Controller; Emily Ernsberger, Herald-Times; Clark Greiner; Alex Crowley, Director, Economic & Sustainable Development

- II. READING OF THE MINUTES** – David Walter moved to approve the July 6, 2020 minutes. Nicholas Kappas seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Eric Sandweiss moved to approve the claims register for July 10, 2020, for \$335,115.52. David Walter seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – David Walter moved to approve the payroll register for June 19, 2020, for \$31,604.03. Nicholas Kappas seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. Eric Sader was available to answer questions.
 - B.** Legal Report. Larry Allen was available to answer questions.
 - C.** Treasurer’s Report. Jeff Underwood was available to answer questions.
 - D.** Business Development Updates. Alex Crowley was available answer questions.
- VI. NEW BUSINESS**
- A.** Resolution 20-39: Approval of Fourth Guaranteed Maximum Price (GMP) for the 4th Street Garage. Jeff Underwood stated city staff have negotiated a fourth and final GMP with Wilhelm for construction services in an amount not to exceed \$13,108,729. The total amount for Wilhelm Construction to construct the garage is \$17,379,978. Underwood said there are a few value engineering items that we are continuing to look at, which will actually reduce the overall amount, but not significantly. This is also inclusive of all the alternates and includes contingencies.

Don Griffin asked for public comment. There were no comments from the public.

Nicholas Kappas asked for explanation of the different GMPs. Jeff Underwood briefly explained what was included for each GMP. Kappas asked if there has ever been a situation where additional items were needed that exceeded the GMP. Underwood said the Trades District and 4th Street Garage are the first GMP projects we have done. He said a \$500,000 contingency is included which allows for unforeseen conditions that both Wilhelm and the City would have to agree upon and they items would have to be completely unforeseen and outside the scope of work.

Eric Sandweiss wanted to know the difference between the \$13,108,729 and the \$17,379,978. Underwood said we are only voting on GMP #4, which is the \$13,108,729. The \$17,379,978 is the sum of all four GMPs.

David Walter asked for the total amount of parking spaces. Underwood said he did not know the exact number but believes it is well over 500 spaces. [Note: There are 533 spaces in the approved design of the garage.]

David Walter moved to approve Resolution 20-39 via a roll-call vote. Eric Sandweiss seconded the motion. Don Griffin and Nicholas Kappas voted yes. The motion passed unanimously.

- B. Resolution 20-40: Approval of Public Art Agreement with Project One Studios for the 4th Street Garage.** City staff have negotiated an agreement with Project One Studio for the inclusion of public art on the outside of the 4th Street Garage in an amount not to exceed \$385,000.

Larry Allen said Project One is an Indiana based public art company. Allen said there is a City Council Ordinance that states 1% of all Public Works projects must be spent on the arts. Project One has experience working with this type of infrastructure and scale of project.

Kappas asked how many bid responses were received from the RFP. Crowley did not know the exact number but said there were several responses. Crowley said we are trying to balance between the local art scene and at the same time want to have opportunities outside of Bloomington.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss asked if there is any structural or safety implications for approving this project in terms of design of the overall building. Crowley said there is coordination between the architecture, construction team and Project One.

Eric Sandweiss moved to approve Resolution 20-40 via roll-call vote. David Walter seconded the motion. Sandweiss, Walter, Nicholas Kappas, and Don Griffin voted yes. The motion passed unanimously.

- C. Resolution 20-41: Approval of Payment of Legal Fees for the 4th Street Parking Garage.** Larry Allen said this resulted from the attempt to acquire additional property to make the footprint of the new 4th Street Parking Garage larger. The City was unsuccessful in negotiations and in the condemnation proceeding. For the sake of the timing and cost of the project, the City opted not to appeal the condemnation ruling. Allen said under Indiana Code, the City is responsible for legal fees because we were unsuccessful in court. Allen said the City settled with the landowner's attorneys for an amount of \$62,250. The settlement amount will be paid out of the project budget using garage bond or Consolidated TIF funds. The reason the RDC will be paying this amount is because it is an RDC funded project.

Nicholas Kappas asked if the RDC was the one who decided to take this to court. Allen stated that the City of Bloomington formally took this to court because of the procedures under the law for obtaining property using condemnation. However, Allen stated that the RDC, along with City Council and a public advisory group were responsible for agreeing to the initial proposed design for a larger footprint of the garage. Allen said the process of condemnation is typically to determine the fair market value of the property that the

municipality can obtain for a public project. Allen said unfortunately after engaging in negotiations with the landowner, we were unable to come to a reasonable price, and the Court held that the design that included potential city-owned commercial space was not a public use. Kappas does not like the idea that the RDC is responsible for legal fees when the ultimate decision to go to court was out of their control.

Don Griffin asked for comments from the public. There were no comments from the public.

David Walter moved to approve Resolution 20-41 via a roll-call vote. Eric Sandweiss seconded the motion. Walter, Sandweiss, Don Griffin, and Nicholas Kappas voted yes. The motion passed unanimously.

- D. Resolution 20-42: Approval of Funding for Due Diligence Inspection of the Waldron Arts Center.** The City of Bloomington conveyed real estate located at 122 S. Walnut Street (John Waldron Arts Center) in 2010. Under the terms of the agreement, Ivy Tech could convey the building back to the City if they decided to leave the building. Alex Crowley said Ivy Tech has decided to exit the building and reconvey the property to the City for \$1.

Crowley stated we intend to do physical and economic due diligence on the building prior to closing. Crowley said it is necessary to conduct inspections of the building, its systems, and its roof as part of the City's due diligence.

City staff have negotiated two agreements with Tabor/Bruce Architecture and Design and Quality Roofing Services. Tabor/Bruce has agreed to perform assessments of the mechanical systems, the building exterior, and existing component compliance with building codes for an amount not exceed \$6,700. Quality Roofing has agreed to perform a roof assessment for an amount not to exceed \$750.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss asked what the anticipated timeline is for the economic/program study portion of the due diligence. Alex Crowley said that study will not be funded by the RDC, it will be done in house, which is already underway. Sandweiss asked who will handle the activities in the building. Crowley said that is part of the due diligence but for now ESD will take on the responsibility.

David Walter moved to approve Resolution 20-42 via a roll-call vote. Eric Sandweiss seconded the motion. Walter, Sandweiss, Don Griffin and Nicholas Kappas voted yes. The motion passed unanimously.

E. BUSINESS/GENERAL DISCUSSION

F. ADJOURNMENT

Don Griffin, President

Date

Print Name, Title

**20-43
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF THE SECOND ADDENDUM TO THE PARKING LOT
MANAGEMENT AGREEMENT AT THE CONVENTION CENTER**

WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”), the Bloomington Municipal Facilities Corporation (“BMFC”), Monroe County, and the Monroe County Convention Center Building Corporation, now known as the Convention Center Management Company, cooperated in the development of the Convention Center of Monroe County/Bloomington, and its adjoining hotel and parking facilities; and

WHEREAS, the RDC approved an agreement for the Convention Center Management Company to manage the parking lots on May 4, 2015, in Resolution 15-18; and

WHEREAS, in Resolution 18-39, the RDC approved a renewal of the contract for the Convention Center Management Company to manage RDC and BMFC-owned parking lots adjacent to the Convention Center (the “Agreement”), which is attached to this Resolution as Exhibit B; and

WHEREAS, the RDC approved a first addendum to the Agreement in Resolution 19-08; and

WHEREAS, as part of a negotiated agreement with Monroe County and the Convention Center Management Company to continue to accommodate displaced parkers during construction of a new Fourth Street Parking Garage and to account for the COVID-19 emergency, the City has agreed to a second amendment to the Agreement to allay costs of parking spaces needed within the Convention Center; and

WHEREAS, the second addendum to the Agreement continues and offsets the lease payments made by the Convention Center Management Company (“Second Addendum”). For 2020, the amount owed shall be \$3,696 plus any additional amount that may be increased for unavailable parking during conventions per the agreement, and for 2021, the amount owed shall be three quarterly payments of \$1,848 for a total payment in 2021 of \$5,544; and

WHEREAS, the Second Addendum is attached to this Resolution as Exhibit A.

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

1. The attached Second Addendum to the Agreement for Parking Lot Management is approved.
2. The Redevelopment Commission authorizes Donald Griffin to sign the Addendum on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Printed Name, Title

Date

**SECOND AMENDMENT TO AGREEMENT
FOR CONVENTION CENTER PARKING LOT MANAGEMENT**

WHEREAS, on September 4, 2018, the City Bloomington, acting by and through its Redevelopment Commission, the Bloomington Municipal Facilities Corporation (collectively the “City”), and the Convention Center Management Company (“Contractor”) (collectively “Parties”) executed and entered into an Agreement for Convention Center Parking Lot Management (“Agreement”); and

WHEREAS, as part of a negotiation involving the sublease of parking space by Monroe County (“County”) to the City in the parking lot located at the southeast corner of Third Street and College Avenue (“Goodyear Lot”), the City and County agreed to reduce the fees due under paragraph five (5) of the Convention Center Parking Lot Management Agreement; and

WHEREAS, the Parties entered into a First Amendment of the Convention Center Parking Lot Management Agreement on March 5, 2019 (“First Amendment”), which provided for the reduced fees for the 2019 calendar year; and

WHEREAS, the Parties to the Agreement now wish to execute the instant Second Amendment to the Agreement for Convention Center Parking Lot Management (“Amendment”) as permitted under paragraph twenty-four (24) of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions, stated in the Agreement and in this Amendment, the Parties hereby amend the Agreement as follows:

1. Paragraph five (5) of the Agreement is deleted in its entirety and replaced as follows:

(5) MANAGEMENT AND PARKING FEES. As consideration for this Agreement, the Contractor shall pay the City the following Sums:

During Calendar Year 2019: Seven thousand three-hundred ninety-two dollars (\$7,392), payable in quarterly installments of one thousand eight hundred forty-eight dollars (\$1,848.00).

During Calendar Year 2020: Three thousand six hundred ninety-six dollars (\$3,696.00), payable during the first two quarters of the year in installments of one thousand eight hundred forty-eight dollars (\$1,848.00) each.

During Calendar Year 2021: For the calendar year beginning on January 1, 2021, and terminating with the Agreement on September 4, 2021, as consideration for this Agreement, the Contractor shall pay the City five thousand five hundred and forty-four dollars (\$5,544.00), payable in three (3) quarterly installments of one thousand eight hundred forty-eight dollars (\$1,848.00).

The final quarterly installment payment due to the City for the end of any renewal term shall be increased by twenty-eight cents (\$0.28) for each parking space per day in the Goodyear Lot, with regard to which the County or the Contractor elects to reduce the City's access, as permitted by the terms of the Goodyear Lot sublease between the City and County. For example, if the County and/or Contractor elects to deny the City access to one hundred two (102) Goodyear Lot parking spaces for five (5) days during the 2020 renewal term, the final quarterly installment payment owed to the City during the 2020 renewal term would be increased by one hundred forty-two dollars (\$142.80) (equaling \$0.28 per space multiplied by 102 spaces, multiplied by 5 days).

The Contractor shall be entitled to retain as its own property any revenues that it receives from parking fees pursuant to this Agreement. The Contractor shall have the sole authority to establish parking fees.

2. All remaining portions of the Agreement remain in full force and effect, and are in no way modified by this Agreement.

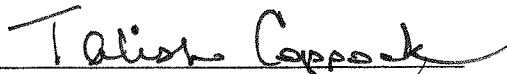
[Signature page follows]

WITNESS our hands this _____ day of _____, 2020.

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

**CONVENTION CENTER
MANAGEMENT COMPANY**

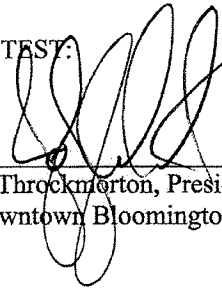


Talisha Coppock, Executive Director

REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:



Jo Throckmorton, President
Downtown Bloomington, Inc.

ATTEST:

Cindy Kinnarney, Secretary

**BLOOMINGTON MUNICIPAL FACILITIES
CORPORATION**

Ron Walker, President

ATTEST:

Betsy Greene, Secretary

**20-44
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROPERTY TAX PAYMENT 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, in Resolution 19-34, the RDC approved a purchase agreement for the real estate located at 216 S. College Avenue, which included the assumption of a lease for two parcels of land that made up a portion of the parking lot (“Property”); and

WHEREAS, in Resolution 20-28, the RDC approved the lease addendum for the Property, which provided that the RDC is responsible for paying real estate taxes on the property; and

WHEREAS, the property tax bill for the Property is attached as Exhibit A, and the property taxes due on the Property is Eleven Thousand Eighty Hundred Fifty Three Dollars and Seven Cents (\$11,853.07); and

WHEREAS, there are sufficient funds in the Consolidated 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 reiterates that the lease for the Property has a valid public purpose and serves the public’s best interest.
2. Payment of expenses related to the Lease of the Property is a valid use of the Consolidated TIF funds as they are expenses pursuant to an existing lease agreement per Indiana Code § 36-7-14-39.
3. The RDC authorizes the Controller to expend an amount not to exceed Eleven Thousand Eighty Hundred Fifty Three Dollars and Seven Cents (\$11,853.07) for the property taxes

of the Property 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 September 30, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Printed Name, Title

Date

STATE FORM 53509 (R19 / 1-20)
APPROVED BY STATE BOARD OF ACCOUNTS, 2020

TREASURER FORM 78-1A
PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE, IC 6-1.1-22-8.1

COUNTY: 53 - MONROE

SPRING INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 53-05-33-310-243.000-005	DUPLICATE NUMBER 1007734	TAX YEAR 2019 Payable 2020	Late Payment Penalty: 5% penalty after May 11, 2020, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after June 10, 2020.
TAXING UNIT NAME 005-Bloomington City Bloomington Twp	LEGAL DESCRIPTION 013-40720-00 ORIGINAL PLATS LOT 43 & 44		



TOTAL AMOUNT DUE
by May 11, 2020: **\$7,549.13**



32933-21833-1 Access Code: L925JZ20
Sick, Thomas & Held, Nancy T114 P1
14443 Lansing Pl
Fishers IN 46038-5253

(877) 690-3729
Pay online at: www.co.monroe.in.us/treasurer

Remit Payment and Make Check Payable to:
Monroe County Treasurer
P.O. Box 2028
Bloomington, IN 47402

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COUNTY: 53 - MONROE

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 53-05-33-310-243.000-005	DUPLICATE NUMBER 1007734	TAX YEAR 2019 Payable 2020	Late Payment Penalty: 5% penalty after November 10, 2020, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after December 10, 2020.
TAXING UNIT NAME 005-Bloomington City Bloomington Twp	LEGAL DESCRIPTION 013-40720-00 ORIGINAL PLATS LOT 43 & 44		



TOTAL AMOUNT DUE
by November 10, 2020: **\$3,585.06**

Access code: L925JZ20
Sick, Thomas & Held, Nancy
14443 Lansing Pl
Fishers IN 46038-5253

(877) 690-3729
Pay online at: www.co.monroe.in.us/treasurer

Remit Payment and Make Check Payable to:
Monroe County Treasurer
P.O. Box 2028
Bloomington, IN 47402

FOLD AND TEAR HERE

0001007734000000358506

COUNTY: 53 - MONROE

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 53-05-33-310-243.000-005	DUPLICATE NUMBER 1007734	TAX YEAR 2019 Payable 2020	DUE DATES SPRING - May 11, 2020 FALL - November 10, 2020
TAXING UNIT NAME 005-Bloomington City Bloomington Twp	LEGAL DESCRIPTION 013-40720-00 ORIGINAL PLATS LOT 43 & 44		

PROPERTY ADDRESS N College Ave Bloomington IN 47404	
PROPERTY TYPE Real	TOWNSHIP Bloomington
ACRES 0.0000	BILL CODE
LIT 1% Rate 3.8323	

DATE OF STATEMENT: 04/01/2020

TOTAL CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$3,585.06	\$3,585.06
Other Assessment (OA)	\$0.00	\$0.00
Delinquent Tax	\$3,603.70	\$0.00
Delinquent Penalty	\$360.37	\$0.00
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Tax Adjustments	\$0.00	\$0.00
OA Adjustments	\$0.00	\$0.00
Payment Made	\$0.00	\$0.00
Total Amount Due	\$7,549.13	\$3,585.06

Access code: L925JZ20
Sick, Thomas & Held, Nancy
14443 Lansing Pl
Fishers IN 46038-5253



RDC RESOLUTION 20-44
EXHIBIT B
LEASE AGREEMENT AND ADDENDA

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.

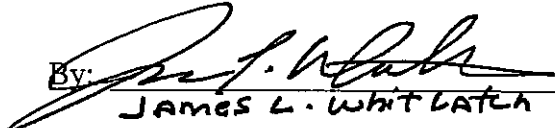
3. Lessors agree to provide Lessee with copies of paid real estate tax statements on a timely basis as those taxes are paid.

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.

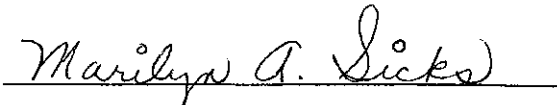
IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first above written.

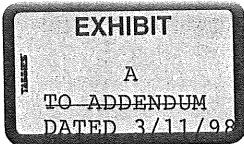
RBOWA, LLC

MARILYN A. SICKS

BY: 

James L. Whitlatch





"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~~, the terms and conditions of this indenture and agreement
1977.
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 1958, 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.

(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 installment 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 ~~1978~~¹⁹⁷⁷, the second of which

shall commence on the 15th day of September ~~1986~~ ¹⁹⁸⁷, the
third of which shall commence on the 15th day of September
~~1997~~ ¹⁹⁹⁸. 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 ~~1956~~¹⁹⁵⁷ 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 here to the total rental being received by Lessors from both of said tenants.

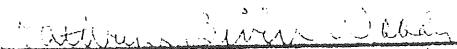
(26) As further consideration for this lease, Lessors promise and agree that during the term of this lease or any extended term provided for herein, if they should desire to sell and convey their real estate demised herein, they will give to Lessee the first refusal to purchase the same at and for the 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)

LESSEE



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



(Maudie C. Bivin)

LESSORS

**20-45
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR ECONOMIC
DEVELOPMENT ADMINISTRATION (EDA) CARES ACT GRANT TO CONSTRUCT
TRADES DISTRICT TECHNOLOGY ACCELERATOR**

WHEREAS, the City of Bloomington has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support of the RDC for services related to and a match required by the terms of a federal EDA CARES Act grant to construct a tech accelerator in the Trades District (“Project”); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A;

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

1. The Redevelopment Commission finds that the Project, as set forth in more detail in the attached Project Review & Approval Form, has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding for itemized services will be approved at a later date when service providers and amounts have been determined. The match will be approved at a later date if and when the Project is awarded an EDA grant and the amount of the required match is determined.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Cindy Kinnarney, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

Project Manager(s): Jeff Underwood, Alex Crowley, Kaisa Goodman

Project Description:Background

The Trades District Technology Center is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC as the lead applicant.

Project overview

The Trades District Technology Center will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Center will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region's economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

Target audience: This Center will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

Location: Bloomington Trades District.

Model: A nonprofit entity will be established to run the Center.

Connection to COVID-19 recovery: This project will aid recovery through support for a future-focused industry and the creation of good paying jobs.

Competitive advantage: Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors
- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

Project Timeline: **Start Date:** **July 2020**
 End Date: **December 2022**

Financial Information:

Estimated full cost of project:	\$2,033,000
Sources of funds:	Consolidated TIF

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
Application Project Management	\$3,000	July-August 2020
NEPA (Environmental) Consultant	\$5,000	August 2020
Architecture & Engineering (Pre-App)	\$25,000	September 2020
Design/Construction Match (20%)	\$2,000,000	2021

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: n/a

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____