

Sellersburg Redevelopment Commission

316 East Utica Street
Sellersburg, Indiana 47172



Minutes for March 4, 2024

(These minutes are not intended to be a verbatim transcript)

Call to Order:

The Redevelopment Commission Meeting was called to order on March 4, 2024, by Terry Langford at 6:00 p.m. in the Sellersburg Town Hall.

Confirmation of Quorum and Proper Notice of Meeting:

Roll Call of Attendance

Present were Commission members Terry Langford, Josh Kornberg, Patrick Duggins, Michael Richardson, and Justin Endres, Attorney. Member Doug Reiter joined later.

Others Present:

Nick Lawrence of The Wheatley Group (TWG)

Brad Amos, Council President

Charlie Smith, Town Manager

Agenda Amended to Add the February 21, 2024 A Redevelopment Commission Workshop: Public Works Updates Minutes

Josh Kornberg moved, second by Patrick Duggins, to amend the agenda to include the February 21, 2024 RDC Workshop Minutes. Vote: 4-aye, 0-nay, 0-abstained, motion approved.

Not Present:

Executive Session:

NONE

Consent of Minutes:

- February 5, 2024 Meeting Minutes Presented
- February 21, 2024 Workshop Minutes Presented

Josh Kornberg moved, second by Patrick Duggins, to approve the minutes as presented. Vote: 4-aye, 0-nay, 0-abstained, motion approved.

Fund Reports:

- Reports were not available. Cash flows discussed.
TIF | \$391,286.34
CEDIT | \$47,014.77

Approval of Claims:

- The Claims Register was presented and approved as reflected:

CEDIT | Fund 2209000432

- The Wheatley Group | Consulting Retainer – March | \$3,500.00
- Young, Lind, Endres, & Kraft | Legal Services Retainer – March | \$600.00

Patrick Duggins moved, second by Michael Richardson, to approve the claims register as presented. Vote: 4-aye, 0-nay, 0-abstained, motion approved.

Old Business:

1. Terry Langford advised Dr. Dennis Jenkins, of Designing Smiles, received the façade grant reimbursement closing the project.
2. Jason Sams, of ARC, and Nick Lawrence presented plans for the 8105 Highway 31 ingress/egress improvement project.
 - An 8105 Highway 31 Ingress/Egress Improvement Project Development Agreement between the Redevelopment Commission and ARC Sburg, LLC was submitted for consideration. Josh Kornberg moved, second by Michael Richardson, to approve the development agreement as presented. Vote: 4-aye, 0-nay, 0-abstained, motion approved.

New Business:

- Patrick Duggins requested a discussion regarding the Parks & Recreation need for funds to finish their pickleball court project. Mr. Duggins requested consideration to approve funds for this Quality-of-Life Asset.
 - Nick Lawrence continued the discussion with the presentation of the Economic Development & Redevelopment Primer 2024.
 - Capital Project Discussion followed with the topics of Exit 7 opportunities, TIF area clean-up, Ivy Tech improvements, and Camp Run lighting.
 - Charlie Smith added additional projects for RDC consideration could be Town entrance signage and new street signage as well as the proposed Parks & Recreation pickleball court project.Patrick Duggins moved, second by Michael Richardson, to approve pickleball court reimbursement of expenses to Parks & Recreation up to \$7000. Vote: 5-aye, 0-nay, 0-abstained, motion approved.

Project Updates:

The Wheatley Group (TWG) | Project Updates

The TWG February 2024 Activity Summary Presented to the Commission by Nick Lawrence.

Jacobi Toombs and Lanz (JTL) | Project Updates

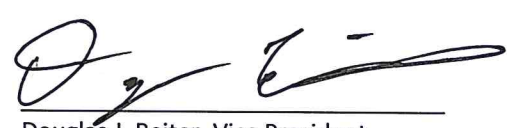
- Nick Lawrence advised on behalf of JTL, the INDOT/SR 60 project will close after 80% grass growth.

PRESIDENT LANGFORD advised the next Redevelopment Commission regular meeting to be held on Tuesday, April 1, 2024, at 6:00 p.m. in the Town Hall Meeting Room.

Motion to adjourn by:

Josh Kornberg moved, second by Doug Reiter, to adjourn the meeting. 5-aye, 0-nay, 0-abstained, motion approved. The meeting adjourned at 8:08 p.m.


Terry E. Langford, President


Douglas J. Reiter, Vice President


Joshua Kornberg, Secretary


Patrick Duggins, Member


Michael Richardson, Member


Recording Secretary

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 4th day of March, 2024 (the "Effective Date"), by and between the TOWN OF SELLERSBURG REDEVELOPMENT COMMISSION, a municipal body politic of the State of Indiana (the "Commission") and ARC SBURG, LLC, an Indiana limited liability company ("Company") (the Commission and Company may hereinafter be referred to together as the "Parties" or either singularly as "Party").

W I T N E S S E T H:

WHEREAS, the Commission desires to encourage investment and improve economic development in the Town of Sellersburg (the "Town");

WHEREAS, Company is the owner of certain real property located at 8105 Hwy 311, Sellersburg, IN 47172, and further described on Exhibit A attached hereto and incorporated herein (the "Real Estate");

WHEREAS, all of the Real Estate is within the Sellersburg Economic Development Area;

WHEREAS, Company and Commission desire to develop and modify certain areas of ingress and egress available to the public located at 8105 Hwy 311, Sellersburg, IN 47172 and adjacent to the current Coffee Crossing store (the "Project");

WHEREAS, Company's estimated capital investment in the Project is Two Hundred Ninety-Three Thousand Five Hundred and Seventy-Two and No/100 (\$293,572.00) Dollars;

WHEREAS, the local public improvements and other permitted improvements made to the Property pursuant to the Project will increase neighboring land values, improve surrounding aesthetics, enhance development, and facilitate the elimination of blight;

WHEREAS, the Commission considers the Project important to the Town's ongoing development and believes the Project will result in increased and retained employment for citizens of the Town and private capital investment at the Project site and surrounding areas; and

WHEREAS, the Commission desires to provide certain reimbursement incentives for a portion of the publicly accessible ingress and egress areas from Camp Run Parkway to help facilitate the Project and the local public improvements which will further facilitate and promote development, redevelopment, and economic growth in the Town.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I. RECITALS

1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated

into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

ARTICLE II. COMPANY ASSISTANCE; COOPERATION; FURTHER ASSURANCES

2.01 Company Assistance. Company agrees, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to use commercially reasonable efforts to aid and assist in carrying out said terms, provisions and intent.

2.02 Cooperation; Further Assurances. The Parties will cooperate with each other as may be necessary and customary in consideration of industry practice and will disclose all material information necessary to enable each other to perform their duties under this Agreement in a timely fashion. To the extent permitted by law, each Party hereto agrees to execute, acknowledge and deliver such further instruments, and to take such other actions, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

2.03 Privity of Contract. The Commission shall have no obligations to the Company's contractor(s) for the Project improvements.

ARTICLE III. DEVELOPMENT COMMITMENTS

3.01 Agreement to Develop Property. In consideration for Company fulfilling the Company Commitments described in this Article, including, without limitation, the development of the Project, the Additional Company Commitments described in Article IV hereof, and all other covenants and obligations under this Agreement, the Commission will reimburse Company up to a maximum amount of One Hundred Thirty-One Thousand and No/100 (\$131,000.00) Dollars (the "Reimbursement").

3.02 Company Commitments. In consideration for the Commission's reimbursement for local public improvements herein described, Company shall perform or cause to be performed the following commitments described within this Agreement (collectively, the "Company Commitments").

3.03 Project Plans. Company shall complete the construction, including all civil engineering, of various ingress/egress improvements, which are more particularly described in the site plan attached as Exhibit B. The Company shall complete the Project to the reasonable satisfaction of the Commission pursuant to the project plans as identified in the funded scope of work attached and indicated in Exhibit B.

3.04 Access to Property. Company agrees to construct and maintain access to the Property in a manner that meets the requirements of Town and County ordinances and other applicable state and federal laws and regulations. Company agrees to provide access to the Property to the Commission and its designated representatives during normal business hours to observe the Project.

3.05 Project Approvals. Company shall obtain all approvals and permits as are required for construction in the Town and/or required to complete the Project under applicable law. Company warrants, as owner of the Real Estate, it can construct the Project and improvements without prior authorization from tenants and adjacent landowners, or Company can furnish authorization from tenants and adjacent landowners if requested by the Commission.

3.06 Timing of Construction. Subject to any delays caused by the Commission or the Town (such as approvals of plans), Company shall commence construction of the Project on or before April 30, 2024. Company shall complete, or cause to be completed, the construction of the Project in a good and workmanlike manner on or before July 31, 2024.

3.07 Local Contractors. To the extent commercially reasonable, Company shall use contractors and subcontractors principally located within the Town, Clark County, Indiana and Floyd County, Indiana to complete the Project.

3.08 Insurance. Company shall maintain commercially customary policies of insurance on the Property and the Project with companies reasonably acceptable to Commission and shall name Town and Commission as additional insureds on all public and general liability policies related to the Property and the Project. Certificates of Insurance evidencing coverage and naming the aforementioned as additional insureds shall be provided to Commission.

3.09 Taxes. Company shall timely pay all taxes on real and personal property owned by Company in accordance with Indiana law.

3.10 Standards. All laws, current zoning, planned unit development ordinances and development standards which are currently applicable to the Project or the Property shall be honored and complied with by Company.

3.11 Buildings and Improvements. Company shall be responsible for overseeing and ensuring all construction, operation, and maintenance of all improvements within the boundaries of the Property is performed in a good and workmanlike manner and in accordance with all applicable laws, including Town ordinances and specifications existing at the time Company commences construction of the Project, Company, and all contractors and subcontractors, shall perform all work relating to the Project in a good and workmanlike manner and in accordance with all applicable laws, including, without limitation, Town ordinances and specifications existing at the time Company commences construction of the Project.

3.12 Costs. All costs of maintenance, repair, taxes, assessments, insurance premiums, and any other expenses relating to the improvements comprising the Project, and all other fees and expenses provided for herein, shall be the responsibility of Company following the completion of the Project. The Parties shall each be responsible for their own costs of entering into and closing this Agreement.

3.13 Existence and Consolidation. During the pendency of the Project, Company shall maintain its existence and authority to transact business in Indiana, and Company shall not dispose of the real property comprising Property without the prior written consent

of the Commission, which consent shall not be unreasonably denied, conditioned, withheld or delayed. In any event, any assignee or transferee entity shall assume in writing all of the obligations of Company herein, but such assignment shall not relieve Company of any liability related thereto.

ARTICLE IV. DEVELOPER ASSISTANCE

4.01 Incentive. In connection with the Project and in consideration for the Developer's commitments hereunder, the Commission shall provide the Reimbursement.

4.02 Distribution of Funds. The total amount of the Reimbursement shall not exceed One Hundred Thirty-One Thousand and No/100 (\$131,000.00) Dollars, being the sole incentive provided hereunder and shall be payable on or before the later to occur of the following: (i) July 31, 2024, or (2) on or before thirty (30) days following Company's completion of the Project. The Commission shall not be obligated to disburse funds unless and until the Commission, in its reasonable discretion which shall not be unreasonably withheld or denied, is satisfied that, with respect to any invoices submitted to the Commission: (i) the work relating to the Reimbursement is completed in full, (ii) that such work is reasonably satisfactory to the Commission, (iii) that all amounts due for any labor or materials of the Project have been paid in full, and (iv) all liens, rights of liens, or claims of whatsoever kind of character on the above referenced improvements or real estate, on account of any and all labor, services, and material furnished for or incorporated into the real estate comprising the Project be waived or released. Any distributions of funds from the Commission shall be for expenditures already made for the benefit of the Property. Commission may seek detailed and itemized evidence of such expenditures and any other documentation related or pertaining to the Project it may request.

4.03 Timing of Distribution. The Commission shall not be obligated to disburse the Reimbursement before July 1, 2024.

ARTICLE V. REPRESENTATIONS AND AUTHORITY

Company represents and warrants to the Commission the following:

5.01 Organization and Qualification. Company is duly formed, validly existing and in good standing in its state of organization and is authorized to conduct business in the State of Indiana.

5.02 Right and Power. Company has the full right, power and authority to execute and deliver this Agreement and the other deliverables provided for herein and is not in violation of any laws, or in breach of any contracts, in any manner material to its ability to perform its obligations under this Agreement.

5.03 Authority, Validity and Binding Effect. The execution and delivery of this Agreement and the execution and delivery of the other documents provided for herein have been duly authorized by all necessary action on the part of each of the Parties, and no additional authorization, approval or consent by, or filing with, any governmental or public regulatory authority is necessary therefore except as specifically provided herein. The

individual(s) executing this Agreement on behalf of each of the Parties are authorized to act on behalf of the respective Parties and has the power to bind Company to the terms hereof. When executed by each Party, this Agreement shall be deemed duly and validly executed and delivered by the Party and shall constitute a legal, valid and binding obligation of the Commission and Company, enforceable in accordance with its terms, except as the enforceability thereof may be limited by applicable law, bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights and by principles of equity.

5.04 Litigation. There are no actions, suits or proceedings pending, or to the knowledge of Company, threatened or anticipated against or affecting Company or its affiliates before any court or governmental instrumentality or agency, the result of which might have a material adverse effect on Company or its operations or financial condition, or on the construction of the Project set forth in this Agreement.

5.05 Other Documents. Each document furnished pursuant to this Agreement is a true and correct copy thereof, has not been modified or amended and is in full force and effect on the date hereof.

5.06 Taxes. Company shall file during the term of this Agreement, all tax returns (federal, state and local) required to be filed and shall pay all taxes shown thereon to be due, including interest and penalties, or provided adequate reserves for payment thereof.

5.07 Inducement and Public Purpose. The provision of financial assistance to be made available to Company under this Agreement has induced Company to undertake the development of the Property and to make the stated improvements to the Property as set forth herein. As of the date hereof, Company reasonably anticipates that it will make the capital investments set forth in this Agreement.

5.08 Property Within Allocation Area. Company represents and warrants that, to the best of Company's knowledge and belief, without independent investigation, the Project will serve and benefit allocation areas within the Town of Sellersburg redevelopment allocation area.

5.09 Financial Capability. Company has, and will maintain at all times during the Project, sufficient financial capability to complete and maintain the Project and fulfill all obligations set forth in this Agreement. The Commission has, and will maintain at all times during the Project, sufficient financial capability to timely pay the Reimbursement, when due under this Agreement.

5.10 Accuracy of Representations and Warranties. None of the representations or warranties set forth in this Agreement by either Party or in any document or certificate furnished pursuant to this Agreement or in connection with any transactions contemplated hereby, contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make any statement of fact contained herein or therein, in light of circumstances under which it was made, not misleading.

ARTICLE VI. DEFAULT; REMEDIES; TERMINATION

6.01 Event of Default; Notice of Breach. Except for the payment of the Reimbursement from the Commission to Company, before any failure of any Party to perform its obligations under this Agreement shall be deemed to be an event of default, the Party claiming such breach shall notify, in writing, the alleged breaching Party of the nature of such breach or failure and shall demand performance thereof. Except for the payment of the Reimbursement from the Commission to Company, no event of default may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, or such longer period as is reasonably required to commence and diligently pursue such cure, but in no event longer than ninety (90) days. Notwithstanding the foregoing, an event of default exists if any representation or warranty of either Party is incorrect, untrue, or misleading.

6.02 Remedies; Termination. Upon the occurrence of an event of default by either Party, the non-defaulting Party shall be entitled to all remedies at law, whether legal or equitable including, without limitation, the right of specific performance.

6.03 Approvals Necessary/Conditions Precedent. Company understands that documents necessary for the Commission's performance of the obligations set forth hereunder shall be subject to final adoption and approval of certain Town agencies, bodies, and boards, and further approvals may be required therefor and for the Project and its construction as provided under applicable law. The approvals are not guaranteed by the execution of this Agreement. The Commission's commitments are conditioned upon the approval of the Project, as needed by or required of Company, by all necessary Town agencies, bodies, and boards. In turn, Company's obligations under this Agreement are conditioned upon the Commission's receipt of final approval of the Project by all necessary Town agencies, bodies, and boards.

ARTICLE VII. GENERAL PROVISIONS

7.01 Indemnity; No Joint Venture or Partnership.

(a) Company covenants and agrees at its expense to pay and to indemnify and save Commission, the Town and any Town agency, body, and board, and their respective officers, employees, attorneys and agents (collectively, "Indemnitees" and each an "Indemnitee") harmless of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and costs) and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly or indirectly from Company's (and/or any of Company's employees, agents, attorneys or affiliates) ownership or development activities with respect to the Property and the Project. If any action or proceeding is brought against one or more Indemnitees, (i) each Indemnitee may in conjunction with, and subject to Company's approval, which approval shall not unreasonably be withheld, conditioned or denied, select its own counsel, (ii) the Indemnitee(s) seeking indemnification shall give notice to the Company in writing of (i) such action or proceeding, and (ii) the counsel whom the Company desires to retain., and (iii) Company shall reimburse such Indemnitee(s) for all reasonable costs and expenses,

including reasonable attorneys' fees, incurred by such Indemnitee(s) in connection with the defense of such action or proceeding.

(b) Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between Indemnites, and Company or any affiliate thereof. Neither Party is authorized to make any representations, contracts, or commitments on behalf of the other Party.

7.02 Permitted Delays. Whenever performance is required of any Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform the same; provided, however, that if completion of performance shall be delayed at any time by reason of pandemic, acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a Party (other than financial reasons), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances; however, such period of permitted delay shall not exceed sixty (60) days. If (i) there should arise any permitted delay for which Company or Commission is entitled to delay its performance under this Agreement and (ii) Company or the Commission anticipates that such permitted delay will cause a delay in its performance under this Agreement, then Company or the Commission, as applicable, must provide written notice to the other Party to this Agreement within ten (10) calendar days after occurrence of the event causing the delay setting forth the nature of and the anticipated length of such delay.

7.03 Jurisdiction and Venue. The Parties agree to and hereby submit to jurisdiction before any state or federal court with jurisdiction in Clark County, Indiana, and each Party hereby specifically waives any right to raise questions of personal jurisdiction or venue. Each Party waives, to the extent permitted under applicable law, any right such Party may have to: (i) assert the doctrine of "*forum non conveniens*"; or (ii) object to venue.

7.04 Costs and Attorneys' Fees. In addition to any other relief to which a Party to this Agreement shall be entitled, the prevailing Party shall be reimbursed for its reasonable attorneys' fees and court costs. The term "prevailing party" shall include but not be limited to a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.

7.05 Time of Essence. Time is of the essence with respect to this Agreement. The Parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein).

7.06 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, by the adoption of an amendment in writing approved in the same manner as this Agreement, and by the execution of said amendment by the Parties or their successors in interest.

7.07 General Terms. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. If any

provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable. This Agreement shall be construed in accordance with the laws of the State of Indiana. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

7.08 Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Commission:

Town of Sellersburg Redevelopment Commission
316 E. Utica St.
Sellersburg, IN 47172
Attn: Terry Langford, President

With a copy to:

Justin E. Endres
Young, Lind, Endres & Kraft
126 W. Spring Street
New Albany, IN 47150

To Company:

ARC SBURG, LLC
310 Spring Street
Jeffersonville, IN 47130

With a copy to:

Alan M. Applegate
Applegate Fifer Pulliam LLC
428 Meigs Avenue
Jeffersonville, IN 47130

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by overnight or certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

7.09 Assignment. The Property and Project (or any part thereof) and the rights and obligations contained in this Agreement may not be assigned or transferred by Company without the express prior written consent of Commission and any such assignee or transferee entity shall assume in writing all of the obligations of Company herein. The Commission may assign or transfer this Agreement at any time with prior written notice to but without the consent of Company.

7.10 No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

7.11 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all Parties hereto have executed this Agreement and the Commission has approved or ratified the execution of this Agreement at a public meeting and in accordance with applicable law.

7.12 Approvals. Notwithstanding anything contained herein, the Parties acknowledge and recognize that the obligations of the Commission are subject to and

conditioned upon certain legal approval requirements, including public hearings and formal approvals of the Commission and any other governmental bodies.

7.13 **Non-Discrimination.** As required by I.C. § 22-9-1-10, Company shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be considered a material breach of this Agreement.

7.14 **No Investment Activities in Iran.** As required by I.C. § 5-22-16.5, the signature entered on behalf of Company below constitutes the Company's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by I.C. § 5-22-16.5.

7.15 **Termination.** This Agreement shall automatically terminate and be of no further force or effect on the date that is ten (10) years after the date of this Agreement.

7.16 **E-Verify.** All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to I.C. § 22-5-1.7 *et seq.*, Company covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the date hereof. Within ten (10) days following full execution of this Agreement, Company shall execute an affidavit affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Company shall provide Commission with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Company and delivered to Commission's authorized representative.

7.17 **No Waiver.** No delay or failure by either Party or any Town agency, body, or board to enforce any of the covenants, conditions, reservations and rights contained in this Agreement or to invoke any available remedy with respect to an event of default by the other Party, shall under any circumstances be deemed or held to be a waiver by said Party or any Town agency, body, or board of the right to do so thereafter, or an estoppel to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder.

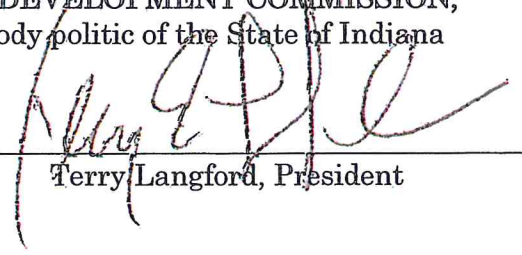
7.18 **Good Faith and Reasonableness.** The Parties shall be obligated to act in good faith, honestly and in a commercially reasonable manner with respect to all matters under this Agreement and shall act so as to implement the Agreement as intended and not using means, whether written or otherwise, to undercut the purpose of the transactions called for herein. The term "reasonable" when used herein shall mean action or conduct that is guided by honesty, fairness and the facts and circumstances of the particular situation so that the act of the Party does not injure the right of the other Party to receive the benefits of this Agreement.

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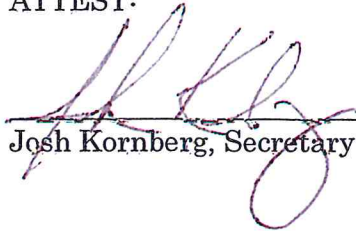
IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

COMMISSION:

TOWN OF SELLERSBURG
REDEVELOPMENT COMMISSION,
a body politic of the State of Indiana

By: 
Terry Langford, President

ATTEST:


Josh Kornberg, Secretary

COMPANY:

ARC SBURG, LLC,
an Indiana limited liability company

By: 
Printed: Alan S. Murray
Title: MEMBER/MANAGER

EXHIBIT A

Legal Description of the Property

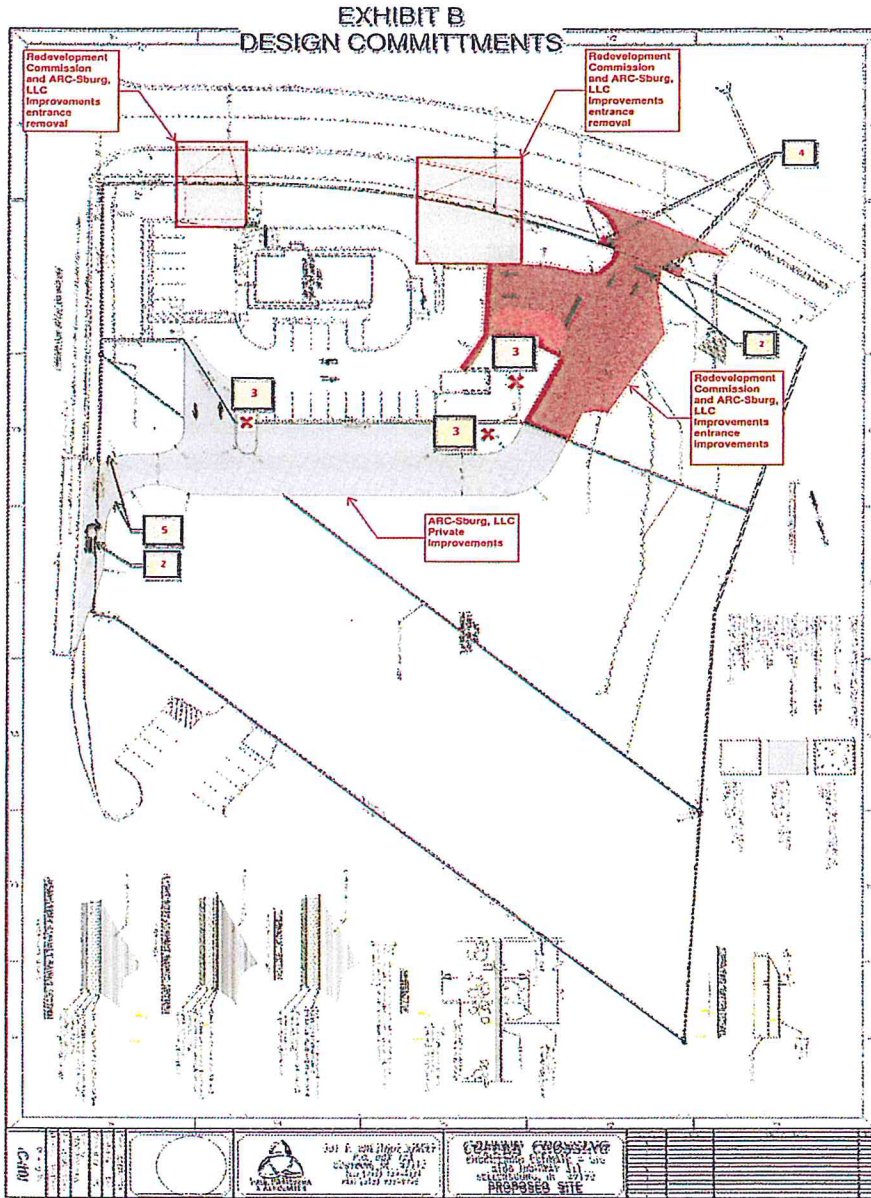
Coffee Crossing Parcel

THE FOLLOWING IS A LEGAL DESCRIPTION PREPARED THIS 12TH DAY OF JUNE, 2018, OF REAL PROPERTY BEING A PART OF SURVEY #108 AND #110 OF THE ILLINOIS GRANT, SILVER CREEK TOWNSHIP, CLARK COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A BRASS CAPPED STONE AT THE NORTH CORNER OF SURVEY #108; THENCE ALONG THE NORTHEAST LINE OF SAID SURVEY #108 SOUTH 34° 56' 59" EAST 826.60 FEET TO THE NORTH LINE OF THAT PROPERTY CONVEYED TO FLOYD H. HECKER AND MAZIE W. HECKER IN DEED DRAWER 21, INSTRUMENT #13034; THENCE ALONG SAID NORTH LINE SOUTH 55° 54' 56" WEST 207.56 FEET TO A STONE; THENCE SOUTH 34° 55' 38" EAST 596.44 FEET TO A #5 REINFORCING BAR WITH A YELLOW PLASTIC CAP STAMPED "PRIMAVERA & ASSOC. #0049", HEREINAFTER THIS TYPE OF MONUMENT IS REFERRED TO AS A CAPPED REINFORCING BAR; THENCE ALONG THE SOUTH LINE OF HECKER NORTH 31° 07' 08" EAST 66.73 FEET TO NORTHEAST LINE OF CAMP RUN COMMONS BOULEVARD AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 31° 07' 08" EAST 160.71 FEET; THENCE NORTH 18° 04' 02" EAST 117.50 FEET; THENCE SOUTH 34° 12' 31" EAST 402.41 FEET TO THE WESTERLY RIGHT-OF-WAY OF CHARLESTOWN ROAD; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 14° 31' 55" WEST 99.90 FEET TO THE NORTHEAST RIGHT-OF-WAY LINE OF CAMP RUN COMMONS BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY AS FOLLOWS: NORTH 75° 27' 06" WEST 76.66 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 461.50 FEET, A CHORD BEARING NORTH 56° 51' 14" WEST, AND A CHORD LENGTH OF 294.37 FEET) A DISTANCE OF 299.60 FEET TO THE POINT OF BEGINNING, CONTAINING 1.654 ACRES, MORE OR LESS.

BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

Camp Run Commons Additional Property

Part of Survey 110 of the Illinois Grant in Clark County, Indiana described as follows: Commencing at a brass-capped stone monument which marks the north corner of Survey 108; thence the following courses: South 35 deg, 00' 00" East, 1327.65 feet with the line between Surveys 108 and 110 to an iron pin; North 18 deg, 08' 43" East, 115.61 feet to a concrete fence post which is the true place of beginning; thence the courses of the boundary: North 18 deg, 08' 43" East, 136.12 feet to an iron pipe; South 34 deg, 44' 30" East, 378.18 feet to an iron pin; South 61 deg, 06' 50" East, 11.30 feet to an iron pin in the northwest right-of-way line of Highway 311; South 15 deg, 39' 06" West, 150.14 feet with said right-of-way line to an iron pin; North 34 deg, 26' 27" West, 401.90 feet to the true place of beginning and containing 0.998 acre of land, more or less, as per survey dated January 13, 1993, prepared by Jacobi, Toombs, and Lanz, Inc.



1. Traffic control signage will be compatible with Camp Run Parkway design standards (black fluted poles)
2. Stop bar at Camp Run and turn arrows from CR-311 into site will be reflective thermoplastic
3. 3 additional trees (in areas generally defined above) to match existing tree plantings on the Coffee Crossing site
4. Sidewalks tie-ins to have ADA transitions at new ingress/egress at Camp Run Parkway
5. Right-in from CR-311 designed to accommodate future sidewalk connection along CR-311