

## **ECONOMIC DEVELOPMENT AGREEMENT**

THIS ECONOMIC DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the 11<sup>th</sup> day of April, 2023, by and among the Town of McCordsville, Indiana (the “Town”), the Town of McCordsville Redevelopment Commission (the “Redevelopment Commission”), and Archview Properties, LLC, an Indiana limited liability company (the “Company”),

W I T N E S S E T H:

**WHEREAS**, the Town desires to foster economic development within the Town; and

**WHEREAS**, the Company and its affiliates are, or will be, the owner of a single parcel of real estate (parcel number 30-05-01-100-007.000-021) containing approximately 26.04 undeveloped acres generally located on the southwest corner of West County Road 600 North and Mt. Comfort Road (the “Real Estate”), which Real Estate is described in Exhibit A attached hereto; and

**WHEREAS**, the Company has approached the Town regarding the construction of multifamily apartment units on the Real Estate, including related amenities and certain public infrastructure improvements (collectively, the “Project”), which Project is more particularly described in Exhibit B attached hereto; and

**WHEREAS**, the Company intends to make an investment in the development and construction of the Project in the amount of approximately Forty-Three Million Dollars (\$43,000,000); and

**WHEREAS**, in connection with and as part of the Project, the Company will construct certain public infrastructure improvements consisting of the construction of a roundabout, deceleration lanes, sanitary and stormwater improvements, and utility grading and paving, as more particularly described in Exhibit B attached hereto; and

**WHEREAS**, the Company has requested certain economic development assistance from the Town in connection with the financing of the Project; and

**WHEREAS**, the Town and the Redevelopment Commission (each, a “Town Body” and, collectively, the “Town Bodies”) have determined that the completion of the Project is in the best interests of the citizens of the Town, and, therefore, the Town Bodies desire to take certain steps in order to induce the Company to complete the Project; and

**WHEREAS**, to stimulate and induce the development of the Real Estate and the completion of the Project, the Town Bodies have agreed, subject to further proceedings as required by law and the conditions herein set forth, to provide the economic development incentives described herein which include, specifically, the provision of funding in the amount

not to exceed Six Million Dollars (\$6,000,000) (the “Project Incentive Funds”) for costs of the Project.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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. MUTUAL ASSISTANCE**

2.01. Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Town Bodies, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

### **ARTICLE III. PROJECT DEVELOPMENT**

3.01. Real Estate. The Company has acquired, or shall acquire, and shall improve the Real Estate described in Exhibit A attached hereto (which consists of approximately 26.04 undeveloped acres generally located on the southwest corner of West County Road 600 North and Mt. Comfort Road in McCordsville, Indiana), subject to the performance by the Town Bodies of their respective obligations under this Agreement, by constructing the Project on such Real Estate except with respect to certain public infrastructure which is part of the Project and will be constructed on and around the Real Estate, as more particularly described in Section 3.02 and Exhibit B hereof.

3.02. Project and Development. The Project shall consist of the items and/or parameters set forth in Exhibit B attached hereto. The Company shall commence construction of the Project by no later than thirty (30) days following the successful procurement of each permit related to each respective component of the Project and other governmental approvals, and shall complete construction and equipping of the Project within thirty (30) months after construction commencement, subject to permitted delays provided for in Section 3.03 hereof, with the first full assessment of the Project occurring the first full calendar year after construction completion. Notwithstanding the foregoing, the Company shall commence construction of the Project no later than April 11, 2024. The Company shall make a minimum capital investment in the Project of not less than Forty-Three Million Dollars (\$43,000,000) within thirty (30) months following construction commencement, and following construction completion, the Company reasonably anticipates that the Project will be assessed at the values set forth on Exhibit C. Based on such assessed value, the Company and the Town anticipate that projected TIF Revenues (as defined in Section 4.02 hereof) will be generated in the amounts set forth on Exhibit C. In connection with the construction of the Project, the Company shall commence the public infrastructure portion of

the Project concurrently with the construction of the other aspects of the Project such that the public infrastructure portion of the Project is not delayed.

3.03. Public Infrastructure Standards. With respect to the public infrastructure described in Exhibit B which is a part of the Project, the Company shall ensure that such public infrastructure improvements are constructed in accordance with the Town's standards for similar such projects. All plans, specifications, renderings, drawings and related documentation in respect of the construction of the public infrastructure improvements shall be first submitted to the Town Manager of the Town for approval at least thirty (30) days prior to construction. The Town shall have thirty (30) days from submission of such documentation to review and either approve or provide comments thereon to the Company. During the construction of the public infrastructure improvements the Town shall have the right to inspect, during business hours, the construction of the public infrastructure improvements to ensure the same are being constructed in accordance with the Town's standards. In the event of any deviation from the Town standards, the Town Engineer or Town Manager shall notify the Company in writing of such deviation and the Company shall proceed in good faith and in a commercially timely manner to address any such deviations at its own expense.

#### **ARTICLE IV.**

4.01. 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; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, pandemics, 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. If (i) there should arise any permitted delay for which the Company or any of the Town Bodies is entitled to delay its performance under this Agreement and (ii) the Company or such Town Body anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company or such Town Body, as the case may be, agrees to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

#### **ARTICLE V. ECONOMIC DEVELOPMENT INCENTIVES**

5.01. Economic Development Revenue Bonds. The Redevelopment Commission and the Town shall each, subject to further proceedings required by law, cause the issuance of, in one or more series, economic development revenue bonds pursuant to Indiana Code 36-7-12 (the "Bonds"), in the principal amount not to exceed Six Million Dollars (\$6,000,000), bearing interest at the rate or rates not to exceed eight percent (8.0%) per annum, and maturing over a term ending no later than 25 years from the date of issuance of the Bonds. The proceeds of the Bonds shall be used solely for (a) the payment of a portion of the costs of the Project as described in Exhibit B, (b) funding of capitalized interest, if necessary, (c) funding a debt service reserve for the Bonds, if necessary, and (d) the legal, financial advisory, and planning consultant expenses incurred by the Town Bodies and the Company in connection with the issuance of the Bonds. The Town shall pledge to the repayment of the Bonds the TIF Revenues (as defined

below). The Company shall purchase the Bonds or provide for a third-party purchaser of the Bonds. The ability of the Company to access the proceeds of the Bonds shall be conditioned on the Company first providing evidence to the Redevelopment Commission that it has secured or is able to secure the financing necessary to complete the Project, in the minimum amount of Forty-Three Million Dollars (\$43,000,000).

5.02. Inclusion in Economic Development Area and Allocation Area; Pledge of TIF Revenues. The Real Estate shall be located within an economic development area and an allocation area (as described in Indiana Code 36-7-14-39) to be established by the Town Bodies in accordance with Indiana Code 36-7-14, as amended. The Town and Redevelopment Commission agree to pledge eighty-five percent (85%) of the tax increment revenues generated in the allocation area for the Project to the payment of the Bonds (such eighty-five percent (85%) of the tax increment revenues, herein the “TIF Revenues”). Any TIF Revenues in excess of the annual debt service on the Bonds and not necessary to make up any shortfalls in prior debt service payments, shall be applied to effect the early redemption of the Bonds. The fifteen percent (15%) of tax increment revenues from the Project not pledged to the payment of the Bonds shall be retained by the Redevelopment Commission to be used for any lawful purposes. It is currently contemplated that the estimated investment in the Project and resulting increases in assessed valuation of the real property will generate estimated TIF Revenues in the amounts set forth on Exhibit C attached hereto. The Redevelopment Commission shall, subject to further proceedings required by law, cause the TIF Revenues to be pledged to the repayment of the Bonds.

5.03. Roundabout/MPO Award. The Company hereby acknowledges that in connection with the Project and the agreement of the Town Bodies to proceed with the issuance of the Bonds and the pledge of the TIF Revenues to the payment thereof, the Town will be foregoing an award of \$793,559 from the Indianapolis Metropolitan Planning Organization (“MPO”) to the Town for the costs of intersection improvements at the same location as the roundabout, which is part of the public infrastructure improvements that are a part of the Project as described in Exhibit B. In the event the Company does not complete the roundabout by December 31, 2025, the Company shall be obligated to pay the Town within ten (10) days of receipt of an invoice from the Town the lesser of (i) \$793,559 to reimburse the Town for foregoing the MPO award or (ii) such amount necessary to complete construction of the roundabout. This payment obligation to the Town shall be in addition to any other rights the Town Bodies may have under this Agreement. The provisions of this Section 5.03 shall only become operative upon the issuance of the Bonds.

5.04. Property Tax Status/Assessed Value. So long as the Bonds shall remain outstanding, the Company agrees that it shall not (a) apply for tax exempt status or (b) sell, transfer or otherwise convey all or any portion of the Project to an entity that is exempt from the payment of property taxes (e.g., a governmental entity or non-profit entity). In addition, so long as the Bonds remain outstanding the Company agrees that it will not challenge the assessed value of all or any portion of the Project absent manifest error. In connection with any sale, transfer or conveyance of all or any portion of the Project, so long as the Bonds remain outstanding, prior to such sale, transfer or conveyance the Company shall provide the Town with a written agreement from the entity receiving all or a portion of the Project agreeing to the provisions set forth in this Section 5.04.

## **ARTICLE VI. AUTHORITY**

6.01. Actions. Each of the Town Bodies represents and warrants that it has taken or will take (subject to further proceedings required by law and the Company's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable each of the respective Town Bodies to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

6.02. Powers. The Town Bodies represent and warrant that each has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement.

## **ARTICLE VII. GENERAL PROVISIONS**

7.01. Indemnity; No Joint Venture or Partnership. The Company covenants and agrees at its expense to pay and to indemnify and save the Town Bodies, and their officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from the Company's (and/or any affiliate's thereof) development activities with respect to the Project unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of the Town Bodies, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the Town Bodies, and the Company or any affiliate thereof.

7.02. Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.03. Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement 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. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

7.04. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an ordinance or resolution of each of the Town Bodies approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

7.05. No Other Agreement. 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.

7.06. Severability. 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.

7.07. Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

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

To the Company:

Archview Properties, LLC  
Attn.: Evan Bryant  
10 West Carmel Drive, Suite 200  
Carmel, Indiana 46032

And

Ice Miller LLP  
Attn: Heather James  
One American Square, Suite 2900  
Indianapolis, IN 46282-0200

To the Town Bodies:

Town of McCordsville  
Attn: Tim Gropp  
6280 W 800 N  
McCordsville, IN 46055

And

Bose McKinney & Evans LLP  
Attn: Dennis Otten  
111 Monument Circle, Suite 2700  
Indianapolis, IN 46204

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered 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. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.10. Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company or any affiliate thereof without the express prior written consent of each of the Town Bodies; provided, however, that the Company may transfer all or a portion of its rights and obligations hereunder to an affiliate of the Company upon notice to but without the consent of the Town Bodies, but any such transfer to an affiliate of the Company shall not have the effect of releasing the Company from its obligations hereunder.

7.11. 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.

7.12. Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement and each of the Town Bodies have approved or ratified this Agreement at public meetings.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF MCCORDSVILLE, INDIANA

By: \_\_\_\_\_  
Gregory J. Brewer, Town Council President

TOWN OF MCCORDSVILLE  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Alex Jordan, President

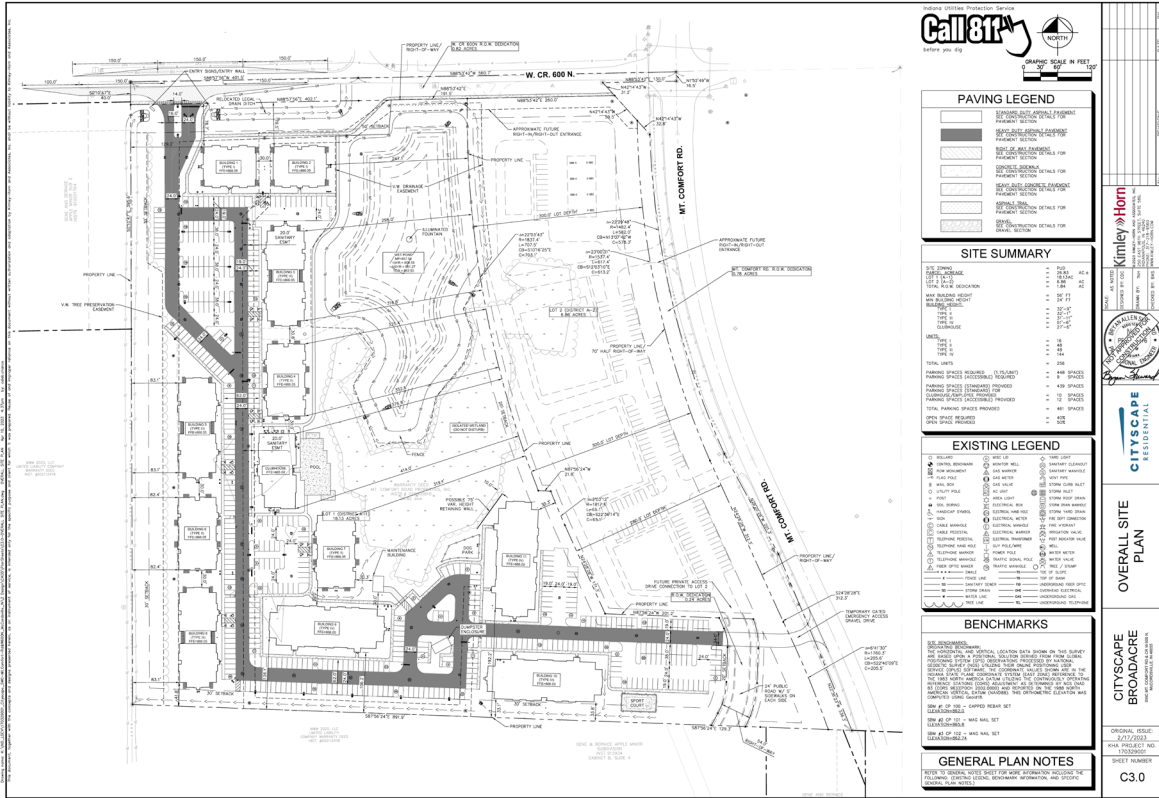
ARCHVIEW PROPERTIES, LLC

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



# EXHIBIT A

## DESCRIPTION OF REAL ESTATE



## **EXHIBIT B**

### **DESCRIPTION OF PROJECT**

BroadAcre Apartments will be a 256-unit traditional apartment community spread throughout 11 buildings on approximately 18 acres at the SW corner of Mt. Comfort Road and CR W 600 N. The buildings will be a mix of 2-story walk-ups and 4-story elevated buildings to provide options of living style. All buildings will feature enclosed, accessed controlled corridors. 1, 2 and 3 bedroom floorplans will be available ranging from 668 to 1288 SF. The finishes will be luxurious featuring stainless steel appliances, LVT flooring in the living/kitchen and bathroom areas, designer lighting and plumbing packages, upgraded cabinets, granite countertops, in-unit full size washers and dryers, and walk-in closets. Each home will have a spacious patio or balcony. Ample surface parking will be provided throughout the community. The architectural style of buildings will be modern farmhouse to reflect that of the neighboring community. Other indoor amenities include a large host kitchen, a game room, a maker's space with gift wrapping station, coffee bar, pet spa, commercial fitness center, yoga studio with on demand classes and package room with tracking system. Outdoor amenities include a saltwater pool with sundeck and grilling station, pickleball courts, community trails and walking paths and a large pet park. The community will be serviced by the Company's, or an affiliate thereof, in-house management firm, PRAXM Management and construction on the property will be led by Cityscape Construction.

As part of the Project, the Company will engage in significant public infrastructure improvements. Improvements directly tied to the development of the multifamily include expanded lanes and new sidewalks along W 600 N, and the relocation and improvement of the Stansbury Ditch legal drain. The Company will also design, develop and construct a new roundabout, including lighting, landscaping and signage, at the intersection of Mt. Comfort Road and W 600 N, improving traffic flow and safety in the area. The Company will also manage right-of-way acquisition and permitting of the new roundabout, streamlining the timeline and overall completion time.

## EXHIBIT C

### ESTIMATED ASSESSED VALUES AND TIF REVENUES

#### MCCORDSVILLE REDEVELOPMENT COMMISSION

Calculation of Estimated Incremental Assessed Value and TIF Revenues  
(Cityscape Project)

Pay Year	Estimated Incremental Assessed Value (1)	Times Annual Growth %	Adjusted AV	Times Tax Rate (2)	Estimated Gross TIF Revenues	Times % Pledged	Less: Pledged TIF Revenues (3)	Net TIF Revenues Retained by MRC (3)
2026	\$25,767,700	0.0%	\$25,767,700	\$2	\$515,354	85%	\$438,051	\$77,303
2027	25,767,700	2.5%	26,411,893	2	528,238	85%	449,002	79,236
2028	26,411,893	2.5%	27,072,190	2	541,444	85%	460,227	81,217
2029	27,072,190	2.5%	27,748,995	2	554,980	85%	471,733	83,247
2030	27,748,995	2.5%	28,442,720	2	568,854	85%	483,526	85,328
2031	28,442,720	2.5%	29,153,788	2	583,076	85%	495,615	87,461
2032	29,153,788	2.5%	29,882,633	2	597,653	85%	508,005	89,648
2033	29,882,633	2.5%	30,629,699	2	612,594	85%	520,705	91,889
2034	30,629,699	2.5%	31,395,441	2	627,909	85%	533,723	94,186
2035	31,395,441	2.5%	32,180,327	2	643,607	85%	547,066	96,541
2036	32,180,327	2.5%	32,984,835	2	659,697	85%	560,742	98,955
2037	32,984,835	2.5%	33,809,456	2	676,189	85%	574,761	101,428
2038	33,809,456	2.5%	34,654,692	2	693,094	85%	589,130	103,964
2039	34,654,692	2.5%	35,521,059	2	710,421	85%	603,858	106,563
2040	35,521,059	2.5%	36,409,085	2	728,182	85%	618,955	109,227
2041	36,409,085	2.5%	37,319,312	2	746,386	85%	634,428	111,958
2042	37,319,312	2.5%	38,252,295	2	765,046	85%	650,289	114,757
2043	38,252,295	2.5%	39,208,602	2	784,172	85%	666,546	117,626
2044	39,208,602	2.5%	40,188,817	2	803,776	85%	683,210	120,566
2045	40,188,817	2.5%	41,193,537	2	823,871	85%	700,290	123,581
2046	41,193,537	2.5%	42,223,375	2	844,468	85%	717,798	126,670
2047	42,223,375	2.5%	43,278,959	2	865,579	85%	735,742	129,837
					<u>\$14,874,590</u>		<u>\$12,643,402</u>	<u>\$2,231,188</u>

- (1) The first year's assessed value is assumed to be sixty percent (60%) of the estimated construction cost of the project or \$43,000,000, less the land base assessed value of \$32,300.
- (2) Assumes the maximum tax rate of \$2 due to circuit breaker limitations on rental property.
- (3) See Section 5.02 of the Economic Development Agreement dated April 11, 2023.