



Request for Proposals For Master Developer

Woodland Crossing Shopping Center

February 13, 2024

Community & Redevelopment Department
City of Elkhart, Indiana

The City of Elkhart invites proposals for a master developer of the approximate seventeen (17) acre site, including Lots 1, 3, 5 and 6 in Woodland Crossing, in the 100 block of West Hively Avenue.

This property is located on West Hively Avenue between Benham Avenue and Prairie Street and within the City's Pierre Moran Redevelopment Area.

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1. INTRODUCTION

The City of Elkhart Redevelopment Commission is soliciting proposals for a master developer for Lots 1, 3, 5 and 6 of Woodland Crossing, a portion of the shopping center located in the 100 block of West Hively Avenue. The property is located on the south side of Elkhart and is within the City's Pierre Moran Redevelopment Area.

The purpose of this request for proposals (RFP) is to identify and partner with a master developer(s) for the redevelopment of Woodland Crossing. This opportunity to provide the required services to the City will be delivered in two phases:

PHASE 1: CREATION OF A MASTER PLAN FOR DEVELOPMENT of a mixed use, commercial/residential development on the property in collaboration with existing retail tenants. The final Master Plan prepared in this phase must meet the Vision and the requirements of the Elkhart Redevelopment Commission and the City as identified in the "Envisioning a New Pierre Moran" conceptual planning effort, and support the following goals:

- Advance an economically feasible and buildable master plan integrating new residential development into the transformation of the former shopping center into a vibrant mixed-use neighborhood.
- Create a sense of place that successfully integrates existing and future development into a project that supports the development of a Neighborhood Opportunity Hub as identified in the City's We Thrive Implementation Plan.
- Develop recreation and efficient internal transportation and mobility infrastructure to support build out consistent with the proposed Master Plan.

PHASE 2: PROJECT DEVELOPMENT under a Master Development Agreement. The Elkhart Redevelopment Commission will negotiate the Master Development Agreement with the selected developer, which may also be a joint venture, or some other form of development partnership. Execution of the Master Development Agreement will be contingent on Redevelopment Commission approval of the Master Plan that evolves during Phase 1. This will create the real version of the Vision.

The City of Elkhart seeks to facilitate the additional development around the site to enhance the attractiveness of Woodland Crossing for private investment. Master developers are encouraged to respond to this RFP with project concepts consistent with the "Envisioning a New Pierre Moran" conceptual planning effort. The resulting planning effort should identify cost estimates and project budgets specifying all uses and sources of funds

2. PROPERTY/REQUEST

Lots 1, 3, 5 and 6 of Woodland Crossing (see attached plat), totaling approximately seventeen (17) acres on the south side of Elkhart. The developer may submit a proposal for any or all of the development sites (Lots) or any portion of the Project.

The Commission hereby offers the Lots for sale at a price of \$4,700,000.00. A proposal may include an offer to purchase all or a portion of the Lots.

The Redevelopment Commission is seeking a master developer to complete the following tasks:

1. Create a site plan for the Lots.
2. Complete construction design for the project.
3. Obtain all necessary financing for the project.
4. Manage any entitlements and platting.
5. Obtain necessary permits.
6. Manage construction of the project, including any public improvements.

The Redevelopment Commission prefers:

1. A mixed-use project including street level retail and green space, which the City feels furthers the goals of its Woodland Crossing Conceptual Plan.
2. Completion and occupancy within a reasonable period of time to be specified in the development agreement.
3. A master developer who will engage and collaborate with stakeholders, including tenants of the Lots and neighboring properties.
4. A project that will diversify the City's economic base.
5. A project that best serves the interest of the community as to both human and economic value.

The property is currently zoned B-2 Community Business District and is subject to a recorded Declaration of Covenants, Conditions, and Restrictions (attached as part of Exhibit 10). The City will assist the developer in securing a rezoning of the property and the development of the appropriate PUD documents to permit all of the proposed uses and development standards associated with the final site plan.

3. PROPOSAL

The proposal must be received by the City of Elkhart Redevelopment Commission no later than Tuesday, March 12, 2024 at 12:00 pm EDT to the attention of Mike Huber, 229 South Second Street, Elkhart, Indiana 46516 and Mike.Huber@coei.org. The deadline may be extended at the discretion of the Redevelopment Commission.

The proposal must include the following information:

3.1. COVER LETTER

Please provide a cover letter on your company or organization's letterhead, indicating your interest in the project and certifying that the proposal is being made on behalf of the company, and that the signatory is an authorized representative.

3.2. COMPANY DESCRIPTION

Please provide a brief description of the company, history and organizational structure. Experience with similar projects should be included. Identify all team members with roles and responsibilities relevant to the proposed redevelopment project.

3.3. PROJECT SCOPE

Please include all relevant information including but not limited to the following:

1. A narrative describing your team's approach to developing and delivering the Final Master Plan, including the timeline, cost, and list of milestones and deliverables for the design phase of the project.
2. A narrative description summarizing your team's process for engaging all of the identified relevant stakeholders in the design process.
3. Stated intent of the developer to acquire property and description of the approach to determining the specific development parcels and the price offered.
4. A narrative description of your team's approach to manage and achieve the development implementation including timeline, cost, and list of milestones and deliverables for the construction phase of the project.
5. A statement of whether the master developer intends to develop all of the site itself, and if not, a description of how it will sell and contract with other developers.
6. A description of the master developer's process for marketing properties for sale or lease.
7. A description of the master developer's process for engaging other developers when necessary.
8. A complete list of costs/fees to be charged to the City of Elkhart for master developer services.
9. Any other information that the master developer deems relevant to its approach to creating and implementing a master plan for the Lots.

4. EVIDENCE OF FINANCING CAPACITY

Please include information necessary to demonstrate the company's/organization's ability to finance the construction and complete the necessary site improvements. Developers will receive additional points during the evaluation if they demonstrate

existing investment/lending commitments and relationships with local/regional lending institutions for the purpose of financing development within the City of Elkhart.

5. CONTINGENCIES

Please provide information on any conditions that must be satisfied before the project can proceed.

6. SUBMISSION FORMAT

Submit one electronic version and one hard copy version of the proposal in a clear and legible format. Proposals must be complete in all respects; incomplete proposals will not be considered. All materials submitted become the property of the Elkhart Redevelopment Commission.

Mailed submission should be sent to:
City of Elkhart Redevelopment Commission
Attention: Mike Huber
229 South Second Street
Elkhart, IN 46516
Mike.Huber@coei.org

Submissions delivered in person should be delivered to:
City of Elkhart Redevelopment Commission
Attention: Mike Huber
201 South Second Street
Elkhart, IN 46516
Mike.Huber@coei.org

7. EVALUATION CRITERIA

In reviewing and evaluating proposals, the Elkhart Redevelopment Commission will consider the following:

7.1. PROPOSAL

- Completeness of the proposal
- Master Planning and stakeholder engagement approach

- Understanding of the City’s desired outcomes and interpretation of the concepts identified in the “Envisioning a New Pierre Moran” conceptual planning.

7.2. TEAM

- Strength of the overall development team, including commitment and availability of key staff
- Ability to execute/deliver on commitments
- Professional and technical competence as evidenced by:
 - Professional qualifications and specialized experience of the developer and/or development team
 - Current and past performance of the developer and/or development team on similar projects
- Developer and/or development team’s financial qualifications, including a proven ability to obtain financing for this project and other similar projects

7.3. ADDITIONAL CONSIDERATIONS

Additional consideration will be given to respondents who seek to maximize the overall economic benefit to the City by:

- Achieving the City’s policy goals
- Maximizing the long-term value to the City through increased tax revenues and economic input
- Maximizing community benefits (e.g. inclusive approach to housing, cultural and neighborhood-serving amenities)
- Ability to secure all financing and complete the property closing within six months of proposal acceptance by the Redevelopment Commission
- Ability to start within a reasonable time period to be specified in the development agreement

8. PROPOSAL SELECTION PROCESS

- Step 1:** Submit complete redevelopment proposal by Tuesday, March 12, 2024 at 12:00 pm.
- Step 2:** Reviewed by staff and forwarded to the Redevelopment Commission for review
- Step 3:** City staff may ask select developers to formally present their proposal to the Redevelopment Commission at the regularly scheduled Redevelopment Commission meeting on Tuesday, April 9, 2024 at 4:00 pm.
- Step 5:** The Commission will consider the proposals and use its best efforts to take one of the following actions within 30 days:

- Reject the proposal
- Accept the proposal
- Request additional information prior to acceptance/rejection

Step 6: Commission will request staff to negotiate a master development agreement.

Step 7: Staff and developer negotiate master redevelopment agreement terms.

Step 8: Redevelopment Agreement will be considered for approval by Redevelopment Commission.

The Redevelopment Commission reserves the right to reject any or all proposals.

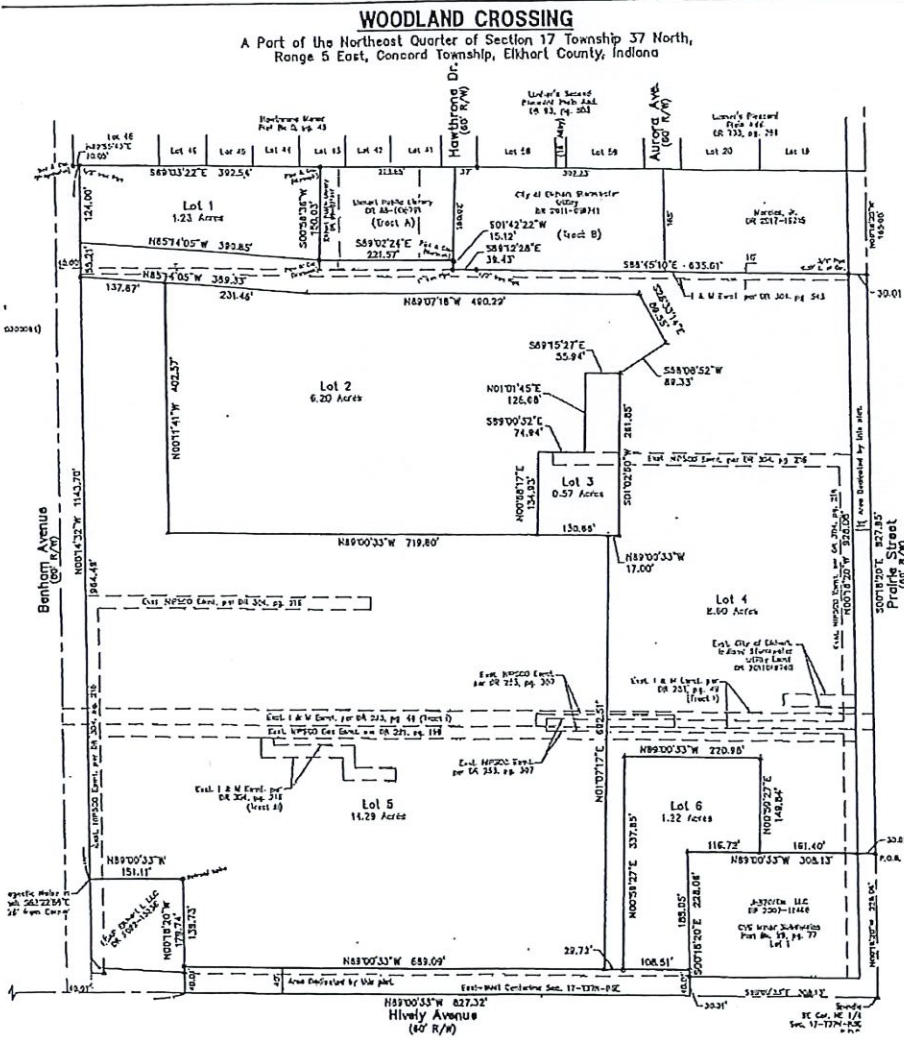
All materials submitted through this process become the property of the City of Elkhart's Redevelopment Commission. With the exception of financial information, these materials are subject to public records request as applicable under federal law.

9. LEGAL DESCRIPTION AND PLAT

Lots 1, 3, 5, and 6, as the said lots are known and designated on the recorded Plat of Woodland Crossing.

EXHIBIT A-1

Depiction of Property



10. DECLARATIONS OF COVENANTS & DEVELOPMENT PLOT PLAN

Enclosed

2023-08680

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
06/02/2023 03:06 PM
AS PRESENTED

J-886

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made as of the 1 day of JUNE, 2023 ("Effective Date"), by EGAP ELKHART I, LLC, a Delaware limited liability company ("Developer").

RECITALS:

A. Developer is the fee simple owner of certain real estate situated in the City of Elkhart, Elkhart County, Indiana more particularly described in Exhibit A attached hereto and made a part hereof, and identified and shown as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 on the plot plan attached as Exhibit B hereto and made a part hereof (the "Plot Plan").

B. Kroger Limited Partnership I, an Ohio limited partnership ("Kroger") is the tenant of Lot 4.

C. Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 are sometimes collectively referred to in this Declaration as the "Parcels" and individually as a "Parcel".

D. Developer desires to enter into this Declaration to provide for the integrated use of the Parcels as a shopping center ("Shopping Center") as shown on the Plot Plan.

E. Developer is also the fee simple owner of certain real estate situated in the City of Elkhart, Elkhart County, Indiana more particularly described in Exhibit C attached hereto and made a part hereof, and located directly adjacent to the Shopping Center, and shown on the Plot Plan as the Corner Parcel (the "Corner Parcel").

NOW, THEREFORE, in consideration of the premises, and \$10.00, the receipt and sufficiency of which is hereby acknowledged, Developer hereby declares as follows:

1. CERTAIN DEFINITIONS. The following terms shall be defined as set forth below:

1.1. Building Area: The area(s) of the Shopping Center improved with buildings as of the Effective Date as shown on the Plot Plan. Subject to the rights and restrictions expressly set

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dominant Parcel owner intends to install or modify on the servient Parcel, which approval shall not be unreasonably withheld, delayed or conditioned. Any disruption or demolition of a servient Parcel by reason of the use of this easement shall be kept to a minimum and shall not exceed one day in duration except during the period when the Shopping Center is initially constructed, unless such disruption or demolition cannot be reasonably completed within such one day period, in which event the period will be extended to such time period as reasonably is required and such area forthwith shall be restored as quickly as possible by the dominant Parcel owner to its original condition at no expense to the servient Parcel owner or the Kroger Entity.

Notwithstanding the foregoing, the owners of the Parcel shall use the foregoing easement over the Common Area portion of the Shopping Center only in the event the service is unavailable from the road right-of-way adjoining such Parcel or the cost of tying into such service in the road right-of-way is greater than the cost of tying into the utility service located in the Shopping Center. A right-of-way utility service shall be "unavailable" if all permits, easements and authorizations required for its use are not readily obtainable.

2.3. Temporary Construction and Maintenance. Developer hereby establishes a non-exclusive easement over the Parcels in favor of the other Parcels to permit the temporary occupation of the servient Parcel in order to facilitate the construction or maintenance of the improvements on the dominant Parcel, provided that the use of this easement shall be kept to a minimum and shall not unreasonably interfere with the construction or operation of the improvements on the servient Parcel, and further provided that this easement shall not permit the storage of materials or equipment on the servient Parcel.

2.4. Signs. Developer hereby establishes an exclusive easement over Lot 6 in favor of Lot 4 to permit the construction, use, maintenance, repair, and replacement of sign(s) at the location(s) designated on the Plot Plan, including without limitation any electrical lines required to illuminate the sign(s), provided that all lines are constructed underground. In the event the easement created by this Section is located on property taken by condemnation or by conveyance made in anticipation or in lieu of an actual taking, the easement area shall be relocated to an area on Lot 5 reasonably acceptable to the Lot 5 owner, the Developer, and any Kroger Entity having a legal or equitable interest in a Parcel. No sign located on a Parcel shall be positioned so as to unreasonably obstruct any signs erected pursuant to this Section from view from the public rights of way adjacent thereto.

2.5. Intentionally Omitted.

2.6. Encroachments. Developer hereby establishes, grants and conveys a non-exclusive easement over the Parcels in favor of the other Parcels to permit any encroachment of building improvements, provided that such encroachment cannot exceed the width of one linear foot, and further provided that the parties shall use all reasonable efforts to avoid such encroachments. If a proposed encroachment by any building improvements on the dominant Parcel would require reconstruction of improvements on the servient Parcel, the dominant Parcel owner must obtain the approval by the servient Parcel owner and any Kroger Entity having a legal or equitable interest in the servient Parcel of all plans and specifications covering such encroachment and

- (a) Maintenance of paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality;
- (b) Removal of all trash and debris and washing or sweeping as required;
- (c) Removal of snow and ice from paved surfaces and sidewalks;
- (d) Maintenance of appropriate parking area entrance, exit and directional markers, and other traffic control signs as are reasonably required to effect the Plot Plan;
- (e) Cleaning of lighting fixtures and relamping as needed;
- (f) Restriping of parking spaces and directional markings as required to keep same clearly visible;
- (g) Maintenance of any electrical and storm water lines which exclusively provide service to the Common Area;
- (h) Mowing, grooming and irrigation of all seeded, sodded, grass or ground covered areas and maintenance and replacement of all landscaped areas (including without limitation maintenance, repair and replacement of irrigation systems);
- (i) Maintenance and cleaning of all storm water drainage systems; and
- (j) Maintenance, repair and replacement of enclosures for trash receptacles.

The cost of the above matters listed as (a)-(j) shall be referred to as the "Common Area Costs". All such maintenance, repair and replacement of the Common Area shall be accomplished in a first class manner in accordance with standards pursuant to which other shopping centers of a similar size in the County in which the Shopping Center is located are maintained and repaired.

3.2. Building Improvements. Subject to the provisions of Article 5 below, each Parcel owner shall be responsible, at its sole cost and expense, for the repair and upkeep of any building improvements situated on its Parcel, which repair and upkeep shall be performed in a workmanlike and diligent manner and shall include:

- (a) Painting;
- (b) Maintaining the structure, including without limitation, the roof and downspouts;
- (c) Keeping the facade in good repair;
- (d) Keeping windows clean and in good repair;
- (e) Maintaining exterior doors and door operators, if applicable;

situation which threatens access to the Shopping Center or threatens an immediate substantial loss or damage to property or any personal injury or death to persons (an "Emergency Situation"), it being understood that the Lot 5 owner shall nevertheless advise each Parcel owner of such Emergency Situation as soon as reasonably possible, including the corrective measures taken and the cost thereof. Lot 5 owner shall submit a supplemental billing for the costs of such emergency repairs to each owner, together with evidence supporting such payment, and each Parcel owner shall pay its pro rata share thereof within thirty (30) days of receipt of the supplemental billing and supporting documentation.

3.4.3. Each Parcel owner shall be invoiced (the "Invoice") monthly for its Pro-Rata Share in accordance with the Budget. Within ninety (90) days after the end of a calendar year, the Lot 5 owner shall provide a reconciliation to the other Parcel owners reporting all actual Common Area Costs compared to the estimated Common Area Costs from that prior calendar year and either credit the other Parcel owners for any overpayment of actual expenses or invoice the other Parcel owners for any amount of actual expenses that exceed estimated expenses (the "Reconciliation"). Each Parcel owner shall pay the amount due under each invoice on or before thirty (30) days from delivery of the invoice to each Parcel owner in the manner in which notices are to be provided under Section 9.6 below. If any Parcel owner fails to pay an invoice within thirty (30) days of delivery of such invoice, the amount set forth in such invoice shall accrue interest at the lesser of the maximum rate allowed by law or eighteen percent (18%) per annum (as applicable, the "Default Rate").

3.4.4. Within ninety (90) days after receipt of the Reconciliation, each Parcel owner shall have the right to audit Lot 5 owner's books and records pertaining to the operation and maintenance of the Common Areas of the Shopping Center for the period covered by such Reconciliation. Said audit shall be conducted at the office of the Lot 5 owner and the auditing Parcel owner shall notify Lot 5 owner of its intent to audit at least fifteen (15) days prior to the designated audit date. In the event that such audit shall disclose any error in the determination of the Common Area Costs or in the allocation thereof to a Parcel, an appropriate adjustment shall be made, and the Parcel owner owing any sums after such adjustment shall pay such amount to the other Parcel owner within ten (10) days following the determination of the adjustment. The cost of any audit shall be assumed by the auditing Parcel owner unless the audit determines that such Parcel owner is entitled to a refund in excess of ten (10%) of the amount calculated by Lot 5 owner as such Parcel owner's pro rata share for the year of the Reconciliation, in which event Lot 5 owner shall pay the auditing Parcel owner's out-of-pocket costs of such audit, excluding transportation, lodging and related costs.

3.4.5. In the event the Lot 5 owner fails to maintain the Common Areas of the Shopping Center in accordance with Section 3.1, any Parcel owner may send written notice of such failure to the Lot 5 owner, which shall contain an itemized statement of the specific deficiencies in the Lot 5 owner's performance of its obligations under Section 3.1. The Lot 5 owner shall have thirty (30) days after receipt of such notice in which to cure the deficiencies set forth in such notice; *provided, however*, that in the event of an Emergency Situation, the Parcel owner may immediately commence correction of such situation without providing notice of any

- (a) worker's compensation insurance as required by any applicable law or regulation,
- (b) employer's liability insurance in the amount of \$1,000,000 per occurrence,
- (c) commercial general liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability and coverages (or, if greater limits or coverages are required by the terms of Section 4.1 above, the limits and coverages set forth in Section 4.1 above shall apply):
 - (i) Required Coverages –
 - (1) Premises and Operations,
 - (2) Products and Completed Operations,
 - (3) Contractual Liability (insuring the indemnity obligations assumed by the contractor under the contract documents),
 - (4) Broad Form Property Damage (including Completed Operations), and
 - (5) Explosion, Collapse and Underground Hazards;
 - (ii) Minimum Limits of Liability –
 - (1) \$1,000,000 each occurrence (for bodily injury and property damage),
 - (2) \$2,000,000 aggregate for Products and Completed Operations, and
 - (3) \$2,000,000 general aggregate applying separately to such project; and
- (d) Automotive liability insurance including coverage for owned, hired and non-owned automobiles with a minimum liability limit of \$1,000,000 combined single limit each accident for bodily injury and property damage.

Upon request, each Parcel owner shall provide, or cause to be provided, the other Parcel owners with a certificate of insurance and endorsement to such policy evidencing the type and amount of the insurance coverage required under this Section and a certified copy of an endorsement naming the other Parcel owners as additional insureds and stating that such insurance is primary upon request. All certificates of insurance shall provide for 30 days prior written notice to each additional insured of any cancellation, reduction or non-renewal thereof.

4.3. Self-Insurance. A Parcel owner or its tenant having a net worth of \$100,000,000 or more or a market capitalization of \$1,000,000,000 or more (or whose parent company satisfies the foregoing net worth or market capitalization requirements) may self-insure any obligation under Sections 4.1 or 4.2 above. A Parcel owner that is also a Kroger Entity may, in lieu of providing a certificate of insurance as may be required under Sections 4.1 or 4.2 above, make available on the website(s) of the issuer(s) of such commercial general liability insurance required

If any building improvements are partially located on the condemned area, following the condemnation the owner of said condemned area shall, at its sole cost, risk and expense, either (a) restore the remainder of said building as much as practicable out of the same materials used for the original structure or (b) raze the remainder of the condemned structure, remove all debris, and either (i) pave the remaining area so razed for parking in general conformity with the parking layout shown on the Plot Plan, as revised to reflect the removal of the condemned area from the Shopping Center, or (ii) place said area in a grass lawn or other orderly landscaped condition, and in either case of (i) or (ii) install adequate storm water drainage and adequate lighting in general conformity with the lighting used in the Common Area. Any area restored in this manner shall be maintained as though it were part of the Common Area.

5.4 Lot 4 Building Slab. Notwithstanding the foregoing requirements, the Lot 4 owner, in its sole discretion, in lieu of paving or landscaping the Building Area affected by a casualty or condemnation, may leave the building slab located within such Building Area in place, provided such building slab is maintained in a safe condition.

6. RESTRICTIONS.

6.1. Drug/Pharmacy. No part of the Shopping Center or the Corner Parcel, except Lot 4, shall be used as a drug store or a business principally devoted to the sale of health and beauty aids, or for a pharmacy department or requiring the services of a registered pharmacist, provided that this restriction shall cease to be in force and effect if the occupant of Lot 4 fails to operate a drug store or pharmacy department on Lot 4, and that failure continues for a period of 365 consecutive days or longer subsequent to the opening for business of said drugstore or pharmacy department on Lot 4, except when such failure is caused by labor disputes (including without limitation strikes or lockouts), force majeure (including without limitation reconstruction as a result of fire or other casualty) or conditions beyond the control of the occupant.

6.2. Grocery. No part of the Shopping Center or the Corner Parcel, except Lot 4, shall be used as a food store or food department, or for the sale of groceries (which shall include, but not be limited to, packaged foods and beverages, meal kits, household cleaning and laundry products and supplies, household consumable products, and pet food and supplies), meats, seafood, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, provided that nothing herein shall prevent the sale of such products as an incidental part of a business so long as the total number of square feet devoted to the display for the sale of such products does not exceed 5% of the total square footage of the building improvements in which such products are sold or 500 square feet, including, in either case, one-half of the aisle space adjacent to any display area, whichever is smaller, and further provided that this restriction shall cease to be in force and effect if the occupant of the building situated on Lot 4 fails to operate a business for the sale of groceries, meats, seafood, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption (i.e., if none of the foregoing products are offered for sale on Lot 4), and that failure continues for a period of 365 consecutive days or longer subsequent to the opening for business of said building on Lot 4, except when such failure is caused by labor disputes (including without limitation strikes or lockouts), force majeure

- (x) any automobile, truck, trailer, heavy equipment, mobile home, boat or recreational vehicle sales, leasing or display;
- (xi) any auto body repair facilities or any tire exchange or display;
- (xii) any commercial laundry or on-site dry cleaning plant (except for drop-off/pickup locations);
- (xiii) sales from vehicles or trailers in the parking lot by non-occupants of the Shopping Center; or

(xiv) any non-retail business that requires extensive parking, including without limitation: a health spa or health club; a movie theater; a bowling alley; including without limitation a beauty school, barber college, reading room; any disco or nightclub; or a church, temple, chapel or other place of religious worship, provided, however, the foregoing restriction shall not apply to such uses if (i) a sufficient amount of parking required by local zoning requirements (without a variance) is in existence on the Parcel in which the business is located; and (ii) such business is located at least 200 feet from the primary building located on Lot 4.

(b) None of the following shall be permitted in any part of the Shopping Center or the Corner Parcel:

(i) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness;

(ii) any obnoxious odor;

(iii) any noxious, toxic, caustic, or corrosive fuel or gas except for customary service station uses from any fuel or oil change facility located on Lot 4;

(iv) any dust, dirt, or fly ash in excessive quantities;

(v) any unusual fire, explosive, or other damaging and dangerous hazard, including without limitation the storage, display or sale of explosives or fireworks (but the foregoing shall not preclude sales of any legal fireworks, firearms, or ammunition on Lot 4);

(vi) any distillation, rendering, refining, smelting, or mining operations;

(vii) any mobile home or trailer court, labor camp, junk yard, stock yard, or animal raising operation;

(viii) any vape shop or business that sells or offers for sale marijuana, cannabis, or any related products or any drug paraphernalia, including without

limitation exterior elevation, architectural and signage plans and specifications, and site plans, for review and approval by the Developer and such Kroger Entity, which review and approval shall not be unreasonably withheld or delayed. Any approval by Developer or such Kroger Entity shall not be deemed to constitute a warranty or representation by the Developer or such Kroger Entity with respect to the materials, design, location, construction or workmanship of any improvements on the subject Parcel. Each Parcel owner shall obtain the foregoing approvals before modifying any aspect of the Building Area or Common Area on its respective Parcel, before commencing any construction on its respective Parcel, before implementing any changes in plans theretofore approved by the Developer and such Kroger Entity, and before commencing any construction to repair, replace or restore the improvements on its respective Parcel following a condemnation or a casualty thereon. In the event of any disagreement as to such approvals between the Developer and the Kroger Entity, the Kroger Entity shall control (i.e., if construction is approved by the Kroger Entity, such construction may move forward even if disapproved by Developer; and if construction is disapproved by the Kroger Entity, such construction may not move forward even if approved by the Developer). Nothing in this Section 6.7(a) shall obligate any Parcel owner to obtain either Developer or such Kroger Entity's consent to modify the interior of any building on such owner's Parcel. Notwithstanding the foregoing, should the Lot 2 Parcel owner desire to perform any cosmetic modifications to the building façade, doors, windows, signage, or lighting of the building on the Lot 2 Parcel (and expressly excluding modifications to the Common Areas) (collectively, the "Cosmetic Modifications"), then the Kroger Entity shall not unreasonably withhold, condition or delay its approval of such Cosmetic Modifications. The Kroger Entity shall provide its approval or disapproval to any such Cosmetic Modifications to the Lot 2 Parcel within thirty (30) days of submission of such information reasonably necessary for the Kroger Entity to evaluate the same. If the Kroger Entity fails to signify its approval or disapproval to any Cosmetic Modifications within said thirty (30) day period, it shall be deemed to have granted approval.

(b) No Interference. Each Parcel owner shall perform construction on its Parcel so as not to cause any unreasonable increase in the cost of construction of the remainder of the Shopping Center or any part thereof; unreasonably interfere with any other construction being performed on any of the other Parcels; or unreasonably interfere with the operations conducted on any other Parcel.

(c) Liens. Each Parcel owner agrees that in the event any mechanic's lien or other statutory liens shall be filed against a Parcel other than its own by reason of work, labor, services or materials supplied to or at the request of it pursuant to any construction on its Parcel or any other Parcel, or supplied to or at the request of its tenant or licensee pursuant to any construction by said tenant or licensee, it shall discharge the same of record within 30 days after the filing thereof, subject to the provisions of the following sentence. Each Parcel owner shall have the right to contest the validity, amount or applicability of any such liens by appropriate legal proceedings, and, so long as it shall furnish bond or indemnify as hereinafter provided and be prosecuting such contest in good faith, the

the restrictions against use with respect to the Parcels set forth in this Declaration; but nothing in this Declaration shall require or be deemed an undertaking by the owner of Lot 4 or any tenant, subtenant or licensee of Lot 4 to enforce the same. So long as any Kroger Entity has a legal or equitable interest in a Parcel, such Kroger Entity, Developer, and owner of Lot 4 shall also have the right for the benefit of itself to enforce directly against the owners of the Parcels and their tenants, subtenants, licensees and occupants, the restrictions against use with respect to the Parcels set forth in this Declaration; but nothing in this Declaration shall require or be deemed an undertaking by such Kroger Entity to enforce the same.

6.14. Remedies. The remedies for breach of any of the restrictions set forth in this Declaration shall be cumulative, not exclusive, and shall include injunctive relief.

7. TAXES.

7.1. Payment. Each Parcel owner shall pay (or cause to be paid) before delinquency all real estate taxes and assessments (collectively "Taxes") levied on its Parcel and the improvements situated thereon.

7.2. Contest. Each Parcel owner may, at its own cost and expense by appropriate proceeding, contest the validity, applicability and/or the amount of any Taxes. Nothing in this Article shall require a Parcel owner to pay any Taxes so long as it contests the validity, applicability or the amount thereof in good faith and so long as it does not allow the affected Parcel to be forfeited to the imposer of such Taxes as a result of its nonpayment.

7.3. Remedies. If a Parcel owner fails to comply with this Article, either the Developer or any Kroger Entity having a legal or equitable interest in a Parcel may pay the Taxes in question and shall be entitled to prompt reimbursement from the defaulting Parcel owner for the sums so expended with interest thereon at the rate provided in Section 8.2 of this Declaration.

8. DEFAULT.

8.1. Default and Remedies. Except as otherwise expressly set forth in this Declaration, should a Parcel owner breach any of its obligations hereunder and such breach continue for a period of 30 days after its receipt of written notice, any of the other Parcel owners or any Kroger Entity having a legal or equitable interest in a Parcel shall be entitled to cure such breach in addition to all remedies at law or in equity, provided that such party furnish prior notice to the other Parcel owners and any Kroger Entity having a legal or equitable interest in a Parcel, and further provided that no notice is required should the breach create an emergency or interfere with use of a Parcel. All expenses incurred by the other Parcel owners or such Kroger Entity having a legal or equitable interest in a Parcel to cure the defaulting Parcel owner's uncured breach pursuant to the preceding notice shall be reimbursed by the defaulting Parcel owner within 30 days after receipt of written evidence confirming the payment of such expenses.

8.2. Interest. Any sums remaining unpaid in accordance with Article 3 or Section 8.1, together with interest calculated at 3% above the prime rate charged by Citibank, N.A., New York,

9.5. Partial Invalidity. Should any provision of this Declaration be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions of this Declaration shall remain in full force and effect and shall be unaffected by same.

9.6. Headings. The captions or section headings used in this Declaration are for convenience and ease of reference only and shall not be construed to limit, modify or alter the terms of this Declaration.

9.7. Notices. All notices and approvals required or permitted under this Declaration shall be served by certified mail, return receipt requested or nationally recognized overnight courier, to a party at one of the following addresses: (i) if publicly available, at the tax mailing address for such party's Parcel as set forth in the records of the county auditor or treasurer (or the equivalent office which handles tax billing in the county in which the Parcel is located); (ii) if the tax mailing address is not publicly available, and if the party is an entity registered under state law, at the address of the party's registered agent as set forth in the records of the secretary of state (or equivalent office) in the state in which the Parcel is located (or if no such record is available in the state in which the Parcel is located, in the state in which the party is formed); or (iii) if neither of the foregoing addresses is publicly available, at the last known address of the party's place of business or residence. In addition, all notices to a Kroger Entity shall be sent to: The Kroger Co., Attn: Real Estate/Shared Services (J-886), 1014 Vine Street, Cincinnati, Ohio 45202 with a copy to The Kroger Co., Attn: Law Department (J-886), 1014 Vine Street, Cincinnati, Ohio 45202. Date of service of notice or approval shall be 3 days after the date on which such notice or approval is deposited in a Post Office of the United States Postal Service or any successor governmental agency or one business day after deposit with a nationally recognized overnight courier.

9.8. Provisions Run with the Land. All of the provisions of this Declaration shall run with the land in perpetuity and shall be binding on Developer, Kroger and their respective successors and assigns; provided, however, if any of the provisions of this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until 21 years after the death of the survivor of the now-living descendants of her Majesty, Queen Elizabeth II, Queen of England.

9.9. Entire Declaration. This Declaration contains the entire undertaking by the parties hereto and there are no other terms, expressed or implied, except as contained herein.

9.10. Counterparts. This Declaration may be executed in multiple counterparts, each of which constitutes an original instrument.

10. ENVIRONMENTAL.

10.1. Except as provided in Sections 6.3 and 10.2, no owner or occupant of any Parcel or the Corner Parcel shall release, generate, use, store, dump, transport, handle, or dispose of any Hazardous Material (as defined herein) within the Shopping Center or the Corner Parcel or otherwise permit the presence of any Hazardous Material on, under, or about the Shopping Center or the Corner Parcel or transport any Hazardous Material to or from the Shopping Center or the

however, any of the foregoing to the extent resulting from any act or omission of any other owner or occupant of the Shopping Center or the Corner Parcel.

10.4. For the purpose of this Article 10, "Hazardous Materials" shall mean wastes, substances, mixtures, pollutants, contaminants, or other materials which are defined or classified by any Environmental Law as hazardous, toxic, or radioactive, including, whether or not so defined, petroleum and natural gas products, polychlorinated biphenyls, radioactive materials, urea formaldehyde foam insulation, and asbestos-containing materials, and "Environmental Laws" shall mean all present and future federal, state or local statute, ordinance, regulation, rule, guideline, decision, or order governing the generation, storage, release, discharge, transportation, removal, remediation, reduction, or disposal of hazardous or toxic materials such as, without limitation, the Resource Conservation and Recovery Act (RCRA, 42 U.S.C. § 6901, et seq.), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA, 42 U.S.C. § 9601, et seq.) as amended, the Toxic Substance Control Act (TSCA, 15 U.S.C. § 2601, et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRTKA, 42 U.S.C. § 11001, et seq.), the Clean Water Act (33 U.S.C. § 1251, et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Pollution Prevention Act of 1990 (42 U.S.C. § 13101, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), or any similar laws of the city, county, and/or state in which the Shopping Center is located regulating environmental pollutants or underground storage tanks, and any and all amendments, supplements, modifications, and replacements thereof.

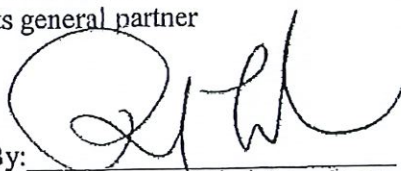
[Remainder of Page is Blank; Signatures Follow]

Kroger hereby consents to this Declaration made by the Developer.

KROGER:

KROGER LIMITED PARTNERSHIP I,
an Ohio limited partnership

KRGP LLC, an Ohio limited liability company
Its general partner

By: 
Name: Rick J. Landrum
Title: Vice President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 30th day of May, 2023 by Rick J. Landrum, Vice President of KRGP LLC, on behalf of said partnership and company. *This is an acknowledgment certificate; no oath or affirmation was administered to the signer in connection with this notarial act.*




NOTARY PUBLIC

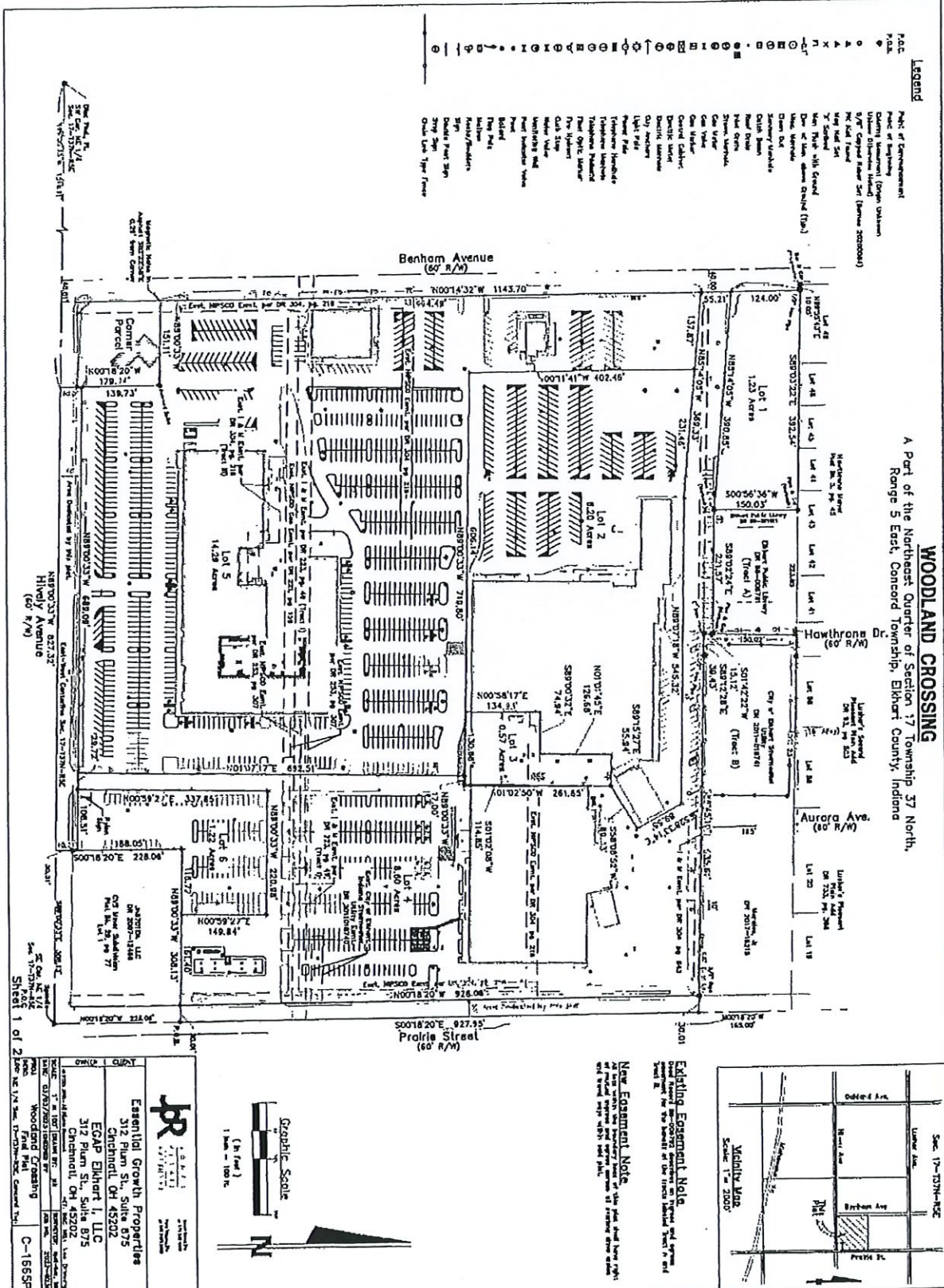
This instrument prepared by:

Andrew J. Ferguson, Esq., Keating Muething & Klekamp PLL, One East Fourth Street, Suite 1400, Cincinnati, Ohio 45202.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Andrew J. Ferguson

Exhibit B

Plot Plan



Handwritten initials and scribbles in the top left corner.

ELKHART CNTY RECORDER
CHRISTOPHER J ANDERSON
FILED FOR RECORD
AS PRESENTED

2007-10723

2007 APR 23 P 4: 15

Cross-Reference: Deed Record 426, page 292 and Plat Vol. 29, page 77

**RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 10th day of April, 2007, by and between ELKAN SC COMPANY, an Indiana limited partnership ("ELKAN") and ELKCVS, LLC, an Indiana limited liability company ("ELKCVS").

RECITALS

(21)
56⁵⁰
lit

- A. ELKAN is the owner of that certain real property situated in the County of Elkhart, City of Elkhart, State of Indiana, more particularly described on Exhibit B attached hereto and incorporated herein by this reference ("Parcel B").
- B. ELKCVS is the owner of that certain real property situated in the County of Elkhart, City of Elkhart, State of Indiana, more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Parcel A").
- C. ELKCVS is leasing Parcel A to CVS for use as a drug store, subject to the restrictions hereinafter stated in Section 5.1.
- D. Parcel B has been developed and is currently in use as a shopping center, which is adjacent to Parcel A.
- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel B and Parcel A and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, ELKAN and ELKCVS hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used by the owners of the respective parcels in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of

David P Coyne
Clark, Quinn, Moses, Scott, & Gralan LLP
One Indiana Square Suite 2200
Indianapolis 46204

driveways, roadways and walkways as presently, or hereafter, constructed and constituting a part of the Common Area of Parcel A and the Common Area of Parcel B so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes; and to and from all abutting streets or rights of way furnishing access to such Parcels. The locations of the easements granted in this section may be changed or modified, from time to time, by the Owner on whose property the easement is located so long as the use of the easement by the other Owner and its Permittees is not materially impaired except temporarily, for reasonable times and in a reasonable manner, for the purposes of performing work permitted by this Agreement.

2.1.2 Both parties agree to keep all driveways free and clear from obstacles or obstructions which would prevent or hinder the free passage of vehicular traffic within or across same, except temporarily, for reasonable times and in a reasonable manner, for the purposes of performing work permitted by this Agreement.

2.2 Grant of Water Retention and Drainage Easements. ELKAN hereby grants to ELKCVS a perpetual, non-exclusive easement upon, under, over, above and across the Common Area of Parcel B and license to: (i) use, install, maintain, repair, replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Common Areas, for the discharge, drainage, use, detention and retention of storm water runoff; and (ii) tap-into and use the storm sewer lines, provided that the capacity is sufficient or modified, subject to Parcel B approval, to accommodate any such burden that is associated with the Parcel A drainage. If the capacity of the storm water sewer lines is not sufficient without modification and ELKAN objects to any proposed modification, then Parcel A shall have no right to connect to the Parcel B storm water system. Any such storm water detention areas and all lines; conduits; pipes; other apparatus for water drainage; and all storage systems in connection therewith shall be hereinafter called the "Water Facilities". The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Facilities as may be required to maintain and operate the same. Except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry.

2.2.1 The costs associated with any modification or enhancement of the Water Facilities, that are required due to the additional burden of the use associated with the Parcel A property, shall be the

agrees to use reasonable efforts to enforce this covenant.

2.5 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.6 Reasonable Use of Easements

2.6.1 The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

2.6.2 Any future construction undertaken by ELKCVS in reliance upon any easement granted herein upon the Parcel B property shall be diligently prosecuted to completion so as to minimize any interference with the business of ELKAN and its Permittees. ELKCVS agrees to enter upon Parcel B for exercise of any rights pursuant to the easements granted herein, only after giving written notice to ELKAN, and in such a manner so as to minimize any interference with the business of ELKAN and its Permittees. In such case, ELKCVS undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of Parcel B upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, ELKCVS undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless ELKAN and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

3.1 General. ELKCVS agrees to perform construction of any improvements it undertakes on Parcel A or Parcel B in a first class manner.

3.4 Maintenance Costs. ELKCVS agrees to reimburse ELKAN for its prorata share of ELKAN's cost to maintain the Common Areas as set forth in Section 3.3 above, including, without limitation thereto, sidewalks and the surface of the parking lots and roadway areas; parking area lighting fixtures and light poles; the pavement (including but not limited to sealing, paving, and striping); landscaping (including tree and shrub replacement); irrigation system; sweeping; pressure washing; snow and ice removal and salting; sidewalk and curb repairs; sign repairs; janitorial; electrical; electrical repair and maintenance; security; and liability and property insurance of Parcel A and Parcel B (the "Maintenance Costs"). ELKCVS's prorata share shall be determined by a fraction, the numerator of which shall be the number of square feet of floor space contained on Parcel A and the denominator of which shall be the number of square feet of the gross floor space in all of the buildings contained on Parcel B and Parcel A (the "Pro Rata Share"). The Pro Rata Share shall be multiplied by the Maintenance Costs to determine the amount owed. Said reimbursement shall commence upon the effective date of this Agreement. ELKCVS shall pay to ELKAN, on the first day of each month in advance against ELKCVS's Prorata Share of Maintenance Costs, one-twelfth (1/12) of ELKCVS's Prorata Share of the Maintenance Costs of the prior calendar year (with the Maintenance Costs for the short year annualized for the purpose of making such computation in respect to payments against ELKCVS's Prorata Share of Maintenance Costs for the first full calendar year) except that until ELKAN submits to ELKCVS the statement referred to in the next succeeding sentence, ELKCVS shall pay at the same rate as that which ELKCVS paid against ELKCVS's Prorata Share of Maintenance Costs during such prior calendar year and within ten (10) days after submission of said statement, ELKAN and ELKCVS shall adjust for any underpayment during the prior months of the then calendar year. All items of Maintenance Costs will be stated and all computations shall be made in accordance with generally accepted accounting principles. The current annual estimate is \$10,880.00 calculated at \$1.00 per square foot of the building. In addition to the foregoing Prorata Share of Maintenance Costs, ELKCVS shall pay to ELKAN an annual administrative fee of \$1,500.00, which fee shall increase in accordance with the following schedule:

| | |
|-----------------------------|------------|
| 1/31/2017 through 1/30/2027 | \$1,700.00 |
| 1/31/2027 through 1/30/2032 | \$2,000.00 |
| 1/31/2032 through 1/30/2037 | \$2,500.00 |
| 1/31/2037 through 1/30/2042 | \$3,000.00 |
| 1/31/2042 | \$3,500.00 |

In the event ELKCVS's Prorata Share of Maintenance Costs increases by more than ten percent (10%) in any year, and further provided that ELKCVS is not then in default of any of its obligations hereunder, ELKCVS may audit ELKAN's expenses in order to verify the accuracy of the

5.2 ELKCVS hereby acknowledges and agrees that Parcel A, including but not limited to the parking areas, shall not be used for the repair (except for incidental repairs associated with the operation of an auto parts store); display, or sale of any type of vehicle, trailer, automobile or truck by it or its Permittees. ELKCVS agrees that it shall discourage its invitees from such use of Parcel A.

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Paragraph 2.5 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel B or Parcel A. No easements, except those expressly set forth in Paragraph 2 shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking or signage are granted or implied herein.

9. Remedies and Enforcement.:

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.2 Self-Help. In addition to all other remedies available at law or in equity, each Owner shall, upon the failure of the other Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner of such breach (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, and the Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to

of a violation or threat thereof of any of the provisions of Paragraphs 2 and/or 5 of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Elkhart County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel B and Parcel A in accordance with Paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel B and Parcel A or their successors, heirs, assigns or personal representatives, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Elkhart County, Indiana.

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given or denied expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party at the following addresses:

ELKAN: Elkan SC Company.
c/o Southern Management and Development, L.P.
Attn.: Steven Levin
5410 Homberg Drive, Suite A
Knoxville, TN 37919

ELKCVS: ELKCVS LLC
Attn: STEVEN LEVIN
925 S. Federal Highway
Suite 425
Boca Raton, FL 33432

11.12 Governing Law. The laws of the State of Indiana shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating. (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Hazardous Substances. ELKCVS hereby acknowledges and agrees that all hazardous substances, including but not limited to any petroleum or petroleum-derived products or any waste, substance, material, pollutant or contaminant defined as hazardous or toxic in or for purposes of any

EXHIBIT "A"**LEGAL DESCRIPTION**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 89°59'13" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 308.08 FEET; THENCE NORTH 1°17'00" WEST PARALLEL TO THE EAST LINE OF THE SAID NORTHEAST QUARTER 228.06 FEET; THENCE SOUTH 89°59'13" EAST PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER 308.08 FEET TO THE EAST LINE OF THE SAID NORTHEAST QUARTER; THENCE SOUTH 1°17'00" EAST 228.06 FEET ALONG THE EAST LINE OF THE SAID NORTHEAST QUARTER TO THE PLACE OF BEGINNING.

Also known as Lot Number One (1) as the said Lot is known and designated on the recorded Plat of CVS Minor Subdivision; said Plat being recorded in Plat Book 29, page 77 in the Office of the Recorder of Elkhart County, Indiana

commonly known as 104 W. Hively Avenue, Elkhart, Indiana,

EXHIBIT "C"

EXCLUSIVE USE PROVISIONS

Kroger:

Tenant may use the demised premises in any lawful manner. However, Tenant's use shall not conflict with any exclusive rights granted by Landlord to other tenants, none of which will interfere with Tenant's intended use of the Premises.

Landlord agrees during the term of this Lease, including renewal periods, if exercised, that no part of the Shopping Center within 250' of Tenant's demised premises shall be used for an arcade, night club, disco, health spa, movie theater, or bowling alley or any other use requiring a disproportionate amount of parking. Tenant agrees that its Demised Premises shall not be used for a theater, health spa, bowling alley, funeral parlor, massage parlor, discotheque or dance hall, a skating rink, car wash, off track betting establishment, an automobile shop, a billiard, a dry cleaning laundry plant, a house of worship, a flea market or industrial factory, manufacturing, warehouse or as a training facility, educational or adult bookstore or a store selling or exhibiting pornographic materials as determined by a court of complete jurisdiction.

During the term of this Lease (as the same may be extended), Landlord agrees, with the exception of Sears, Roebuck and Company, that Tenant shall have the exclusive right to engage in sales of gasoline, diesel fuel or motor oil products at the Shopping Center, and Landlord further agrees that such exclusive right shall extend to any property adjacent to the Shopping Center now or hereafter owned by Landlord or controlled by any affiliate of Landlord.

Notwithstanding the above, Tenant acknowledges that the above restriction on motor oil products (excluding sales of gasoline and diesel fuel) shall not apply to any leases located within the Shopping Center that were signed prior to July 15, 2003, and for those leases, it shall be afforded only the protection contained in those leases.

Landlord hereby agrees not to modify any existing lease in any manner that would allow such lessee to sell any products contrary to any of the covenants of this section 4.

Landlord hereby acknowledges that Yoder Oil Company's right to engage in sales of gasoline, diesel fuel or motor oil products shall expire on June 30, 2022, and Landlord further agrees not to extend, modify or renew said right beyond the current expiration date of June 30, 2022, as provided in the lease between Westco Limited Partnership and Yoder Oil Company, dated November 25, 1997. In the event Kroger or any retail gasoline and oil product subsidiary of Kroger is not operating a gasoline and oil

agency of either, save and except that the Lessor may enter into a lease for a small loan office to Associates Discount Company.

Subway:

No new Tenants on premise site whose primary business is submarine style sandwiches. This excludes any current tenants currently involved in food sales.

Big Lots:

Tenant covenants and agrees that the Demised Premises shall be used and occupied for the purpose of the sale of general merchandise and furnishings. Landlord represents and warrants to Tenant, as of the effective date of this Lease, that no exclusive covenants granted to existing Shopping Center tenant's restrict Tenant's use. Summaries of the existing tenant restrictions are attached hereto as Exhibit G and incorporated herein by reference. Landlord agrees to indemnify Tenant for any and all costs associated with violation of this provision.

Provided that Tenant is not in default of any terms, conditions or covenants of this Lease beyond any applicable notice and cure periods, except for tenants or successors and assigns open and operating for business in the Shopping Center under leases executed as of the date of this Lease, no other general merchandise discount, liquidator, closeout store or dollar store operation ("Competing Business") may be permitted in the Shopping Center during the Original Term of this Lease or any Option Terms or extensions thereof.

Hollywood Video:

To operate as a Video Store. Exclusive right in video's, audio, excluding existing tenants also allowed.

2023-18329

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
11/01/2023 10:15 AM
AS PRESENTED

Cross Reference: Instrument No. 2023-08680

(ABOVE LINE FOR RECORDER'S USE ONLY)

J-886

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "First Amendment") is made as of this 31st day of October, 2023, by EGAP ELKHART I, LLC, a Delaware limited liability company ("Developer"), and KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership ("Kroger"), under the following circumstances.

A. The real estate identified on Exhibit A attached hereto (the "Parcels") are subject to that certain Declaration of Covenants, Conditions, and Restrictions dated June 1, 2023 and recorded June 2, 2023 in Instrument No. 2023-08680 with the Elkhart County, Indiana Recorder's office (the "Declaration").

B. Developer and Kroger, by virtue of their authority as the Approving Parties under Section 9.1 of the Declaration, and in connection with the sale of Lot 2 by Developer, desire to modify the Declaration as set forth in this First Amendment.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Approving Parties hereby declare that the Parcels shall be held, sold and conveyed subject to this First Amendment, which, together with the Declaration and all subsequent amendments thereto (a) shall be construed as covenants running with the land, and (b) shall be binding upon, and inure to the benefit of, the Parcels, all present and future owners of all or any part of the Parcels, and all of their respective heirs, successors and assigns, and all claiming under or through any of them.

1. Amendment to Section 6.1 of the Declaration; Drug/Pharmacy Restrictions. A new sentence is added to the end of Section 6.1 as follows:

“Notwithstanding anything to the contrary in this Section 6.1, Lot 2 may be used for the operation of a pharmacy department utilizing the services of registered pharmacists for the dispensing of medications to its patients as long as said pharmacy department is operated (i) by Heart City Health Center, Inc., an Indiana nonprofit corporation (“HCHC”), a nonprofit affiliate of HCHC, or nonprofit successor of HCHC by way of merger, conversion, or sale of substantially all of its assets; and (ii) by the foregoing as part of a larger multi-faceted on-premises healthcare services facility providing healthcare services such as family medicine, dentistry, and behavioral health.”

2. Integration. The Declaration shall continue in full force and effect as herein modified. Any capitalized terms used herein and not defined in this First Amendment shall have the meanings ascribed to said terms in the Declaration.

[The remainder of this page was intentionally left blank. Signature page to follow]

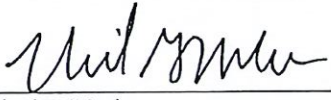
Developer and Kroger have executed this First Amendment through its duly authorized officer as of the day and year first above written.

DEVELOPER:

EGAP ELKHART I, LLC,
a Delaware limited liability company

By: EGAP FUND I MANAGER, LLC,
a Delaware limited liability company

Its: Manager

By: 
Name: Nicholas Hodge
Title: Manager

(Developer Acknowledgment)

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Manager

The foregoing instrument was acknowledged before me this 30th day of October, 2023 by Nicholas Hodge, the ~~Member~~ ^{Manager} of EGAP Fund I Manager, LLC, a Delaware limited liability company which is the Manager of EGAP Elkhart I, LLC, a Delaware limited liability company, on behalf of said limited liability companies. *This is an acknowledgment certificate; no oath or affirmation was administered to the signer in connection with this notarial act.*



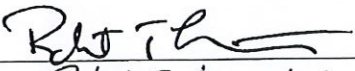
Andrew J. Ferguson, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C


NOTARY PUBLIC

KROGER:

KROGER LIMITED PARTNERSHIP I,
an Ohio limited partnership

By: KRGP LLC, an Ohio limited liability company
Its: General Partner

By: 
Name: Robert T. Lancaster
Title: Vice President



STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 24th day of October, 2023 by Robert T. Lancaster, Vice President of KRGP LLC, an Ohio limited liability company, the general partner of Kroger Limited Partnership I, an Ohio limited partnership, on behalf of said partnership and company. *This is an acknowledgment certificate; no oath or affirmation was administered to the signer in connection with this notarial act.*




KIMBERLEY K. SMIDDY
Notary Public, State of Ohio
My Commission Expires 05-27-2024

This instrument prepared by:

Andrew J. Ferguson, Esq., Keating Muething & Klekamp PLL, One East Fourth Street, Suite 1400, Cincinnati, Ohio 45202.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Andrew J. Ferguson

EXHIBIT A

Being all of Lots Numbered 1, 2, 3, 4, 5 and 6, as designated on the recorded Plat of Woodland Crossing located in Concord Township, Elkhart, Indiana and recorded April 6, 2023 as Instrument No. 2023-05393, in Plat Book 42, Page 89 in the Office of the Recorder of Elkhart County, Indiana; as amended by Affidavit of Correction recorded April 14, 2023 as Document No. 2023-05809, Affidavit of Correction recorded April 26, 2023 as Document No. 2023-06478, and Affidavit of Correction recorded June 14, 2023 as Document No. 2023-09428, all of the Elkhart County, Indiana Records.

2024-01025

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
01/19/2024 08:00 AM
AS PRESENTED

Cross Reference: Instrument No. 2023-08680

(ABOVE LINE FOR RECORDER'S USE ONLY)

J-886

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Second Amendment") is made as of this 18th day of January, 2024 (the "Second Amendment Effective Date"), by EGAP ELKHART I, LLC, a Delaware limited liability company ("Developer"), and KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership ("Kroger"), under the following circumstances.

A. The real estate identified on Exhibit A attached hereto (the "Parcels") are subject to that certain Declaration of Covenants, Conditions, and Restrictions dated June 1, 2023 and recorded June 2, 2023 in Instrument No. 2023-08680 with the Elkhart County, Indiana Recorder's office (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions dated October 31, 2023 and recorded November 1, 2023 in Instrument No. 2023-18329 with the Elkhart County, Indiana Recorder's office (the "First Amendment" and, together with the Original Declaration, collectively, the "Declaration").

B. Developer and Kroger, by virtue of their authority as the Approving Parties under Section 9.1 of the Declaration, desire to modify the Declaration as set forth in this Second Amendment.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Approving Parties hereby declare that the Parcels shall be held, sold and conveyed subject to this Second Amendment, which, together with the Declaration and all subsequent amendments thereto (a) shall be construed as covenants running with the land, and (b) shall be binding upon, and inure to the benefit of, the Parcels, all present and future owners of all or any part of the Parcels, and all of their respective heirs, successors and assigns, and all claiming under or through any of them.

1. Amendment to Section 1; Definition of Building Area. A new sentence is added to the end of Section 1.1 as follows:

“Subject to the rights and restrictions expressly set forth in this Declaration, the Future Development Plot Plan (as defined herein) may be changed to add, delete or alter Future Building Area (as defined herein) within Lots 1, 5, and 6 by an amendment hereto by Developer, any Kroger Entity with a legal or equitable interest in a Parcel, and the owner of such Parcel.”

2. Amendment to Section 1; Definition of Future Building Area. A new Section 1.4 is added as follows:

“1.4 Future Building Area: The areas of Lots 1, 5, and 6 depicted on the plot plan attached hereto as Exhibit B-1 (the “Future Development Plot Plan”) as “Future Building Area” which may be developed or re-developed in the future in accordance with the Future Development Plot Plan and this Declaration. If any portion of Lots 1, 5, and 6 shall be developed or redeveloped in the future, the areas containing any buildings or other structures shall be converted to Building Area and the paved areas of such Parcel shall be converted to Common Area.”

3. Amendment to Section 1.2. The second sentence of Section 1.2 is hereby amended as follows:

“Any portion of the Common Area upon which Building Area is expressly permitted under this Declaration, including without limitation those areas identified as Future Building Area on the Future Development Plot Plan, shall be deemed Building Area from and after the commencement of construction of building improvements thereon.”

4. Amendment to Section 6.4(a)(vii) of the Declaration; Living Quarters, Sleeping Apartments or Lodging Rooms Restrictions. A new sentence is added to the end of Section 6.4(a)(vii) as follows:

“Subject to the restrictions set forth in this Declaration, the owner(s) of Lots 1, 5 and 6 shall be permitted to develop and operate a mixed-use development including residential apartments, condominiums and attached townhomes, in accordance with the Future Development Plot Plan.”

5. Amendment to Section 6.7(a) of the Declaration; Construction. Section 6.7(a) is hereby deleted in its entirety and replaced with the following:

“(i) Each Parcel owner shall submit to Developer and any Kroger Entity having a legal interest in a Parcel for review and approval any plans and specifications for all improvements to be constructed on such Parcel owner’s Parcel. Submitted plans should include, but not be limited to, exterior elevations, architectural and signage plans and specifications, and site plans with sufficient detail (the “Development Evaluation Materials”) to demonstrate that: (A) each Parcel

will maintain self-contained parking with a parking space to building square footage ratio of 4 per 1,000 square feet for commercial uses, 1.2 spaces per unit for multi-family residential and condominium uses, and 2 spaces per unit for attached townhome uses, or greater; (B) the proposed construction and design is consistent with the materials and overall aesthetic of the existing Shopping Center; (C) the proposed construction and improvements will not reduce the number of access points to the Shopping Center; (D) the proposed construction and improvements will not reduce visibility to Lot 4 or the Kroger Building Area; and (E) the proposed construction and improvements shall otherwise comply with all applicable laws, codes, rules and regulations, and the Developer and such Kroger Entity's review and approval shall not be unreasonably withheld or delayed. If the Developer and/or the Kroger Entity fails to signify its approval or disapproval to any plans and specifications for improvements under this Section 6.7(a) within ninety (90) days after submission of the Development Evaluation Materials, it shall be deemed to have granted approval, provided that Developer and/or such Kroger Entity has not delivered written notice to such Parcel owner within such ninety (90) period that the information submitted is incomplete or inadequate and has requested specific additional information to enable it evaluate the same. Notwithstanding the foregoing, during the period of time commencing upon the Second Amendment Effective Date until the earlier of (y) the date upon which the City of Elkhart Redevelopment Commission (the "Commission"), or any developer engaged by the Commission, has notified Kroger Entity in writing that it is no longer actively developing Lots 1, 5, and 6, or (z) the seventh anniversary of the Second Amendment Effective Date, the owner(s) of Lots 1, 5 and 6 shall not be required to seek Developer and such Kroger Entity's approval under this Section 6.7(a) if, and only if: (1) any proposed development, redevelopment (including, without limitation, rebuilding due to casualty), improvements, or modifications to existing improvements are consistent with the Future Development Plot Plan; (2) any such development, redevelopment, improvements, or modifications comply with the requirements in subparts (A)-(E) of this Section 6.7(a)(i); and (3) such owner submits the Development Evaluation Materials to Developer and such Kroger Entity not later than thirty (30) days prior to commencing construction;

(ii) Any approval by Developer or such Kroger Entity shall not be deemed to constitute a warranty or representation by the Developer or such Kroger Entity with respect to the materials, design, location, construction or workmanship of any improvements on the subject Parcel. Except as set forth in Section 6.7(a)(i), each Parcel owner shall obtain the foregoing approvals before modifying any aspect of the Building Area or Common Area on its respective Parcel, before commencing any construction on its respective Parcel, before implementing any changes in plans theretofore approved by the Developer and such Kroger Entity, and before commencing any construction to repair, replace or restore the improvements on its respective Parcel following a condemnation or a casualty thereon. In the event of any disagreement as to such approvals between the Developer and the Kroger Entity, the Kroger Entity shall control (i.e., if construction is approved by the Kroger Entity, such construction may move forward even if disapproved by Developer; and if construction is disapproved by the Kroger Entity, such construction may not move forward even if approved by the Developer); and

(iii) Nothing in this Section 6.7(a) shall obligate any Parcel owner to obtain either Developer or such Kroger Entity's consent to modify the interior of any building on such owner's Parcel. Except as set forth in Section 6.7(a)(i), should any Parcel owner desire to perform any cosmetic modifications to the existing Building Area on such Parcel owner's Parcel, including the building façade, doors, windows, signage, or lighting of the building on such Parcel (and expressly excluding modifications to the Common Areas) (collectively, the "Cosmetic Modifications"), then such Kroger Entity shall not unreasonably withhold, condition or delay its approval of such Cosmetic Modifications. If the Developer and/or the Kroger Entity fails to signify its approval or disapproval to any Cosmetic Modifications, within forty-five (45) days after submission of such information required under this Section 6.7(a), it shall be deemed to have granted approval, provided that Developer and/or such Kroger Entity has not delivered written notice to such Parcel owner within such forty-five (45) period that the information submitted is incomplete or inadequate and has requested specific additional information to enable it evaluate the same."

6. Amendment to Section 6.7(b) of the Declaration; No Interference. A new sentence is added to the end of Section 6.7(b) as follows:

"In the absence of written consent from another Parcel owner to allow staging on its property, any and all construction staging shall be solely contained within the Parcel(s) of the owner performing such construction."

7. Amendment to Section 9.2 of the Declaration; Developer's Rights. Section 9.2 is hereby deleted in its entirety and replaced with the following:

"Except as otherwise provided in this Declaration, upon the assignment, sale or other transfer by the originally named Developer of its entire right, title and interest in all of the Parcels, the rights, duties and obligations of Developer shall be delegated to and assumed by the subsequent owner of Lot 5 (or the largest portion of Lot 5 (based on acreage) if Lot 5 is subdivided)."

8. Integration. The Declaration shall continue in full force and effect as herein modified. Any capitalized terms used herein and not defined in this Second Amendment shall have the meanings ascribed to said terms in the Declaration.

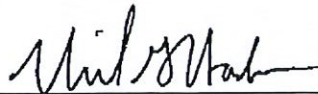
[The remainder of this page was intentionally left blank. Signature page to follow]

Developer and Kroger have executed this Second Amendment through its duly authorized officer as of the day and year first above written.

DEVELOPER:

EGAP ELKHART I, LLC,
a Delaware limited liability company

By: EGAP FUND I MANAGER, LLC,
a Delaware limited liability company
Its: Manager

By: 
Name: Nicholas Hodge
Title: Manager

(Developer Acknowledgment)

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was ^{Manager}acknowledged before me this 21st day of December, 2023 by Nicholas Hodge, the ~~Member~~ ^{Manager} of EGAP Fund I Manager, LLC, a Delaware limited liability company which is the Manager of EGAP Elkhart I, LLC, a Delaware limited liability company, on behalf of said limited liability companies. *This is an acknowledgment certificate; no oath or affirmation was administered to the signer in connection with this notarial act.*




Scott A. Herkamp
Attorney at Law
Notary Public, State of Ohio
My Commission Expires No Expiration Date
Sec 147.03 RC


NOTARY PUBLIC

KROGER:

KROGER LIMITED PARTNERSHIP I,
an Ohio limited partnership

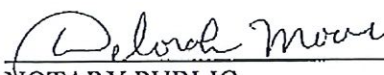
By: KRGP LLC, an Ohio limited liability company
Its: General Partner

By: 
Name: Rick J. Landrum
Title: Vice President



STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 3 day of JANUARY,
2024 by Rick J. Landrum Vice President of KRGP LLC, an
Ohio limited liability company, the general partner of Kroger Limited Partnership I, an Ohio
limited partnership, on behalf of said partnership and company. *This is an acknowledgment
certificate; no oath or affirmation was administered to the signer in connection with this notarial
act.*


NOTARY PUBLIC



Deborah Moore
Notary Public, State of Ohio
My Commission Expires:
April 24, 2024

This instrument was prepared by Andrew J. Ferguson, Esq., with an address of One East Fourth Street, Suite 1400, Cincinnati, Ohio 45202.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Andrew J. Ferguson, Esq.

EXHIBIT A

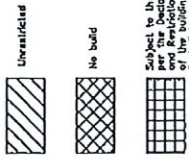
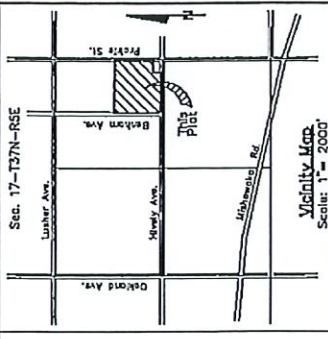
Being all of Lots Numbered 1, 2, 3, 4, 5 and 6, as designated on the recorded Plat of Woodland Crossing located in Concord Township, Elkhart, Indiana and recorded April 6, 2023 as Instrument No. 2023-05393, in Plat Book 42, Page 89 in the Office of the Recorder of Elkhart County, Indiana; as amended by Affidavit of Correction recorded April 14, 2023 as Document No. 2023-05809, Affidavit of Correction recorded April 26, 2023 as Document No. 2023-06478, and Affidavit of Correction recorded June 14, 2023 as Document No. 2023-09428, all of the Elkhart County, Indiana Records.

EXHIBIT B-1

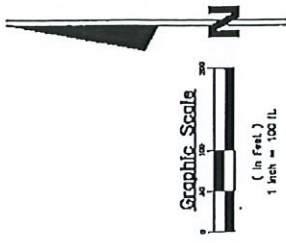
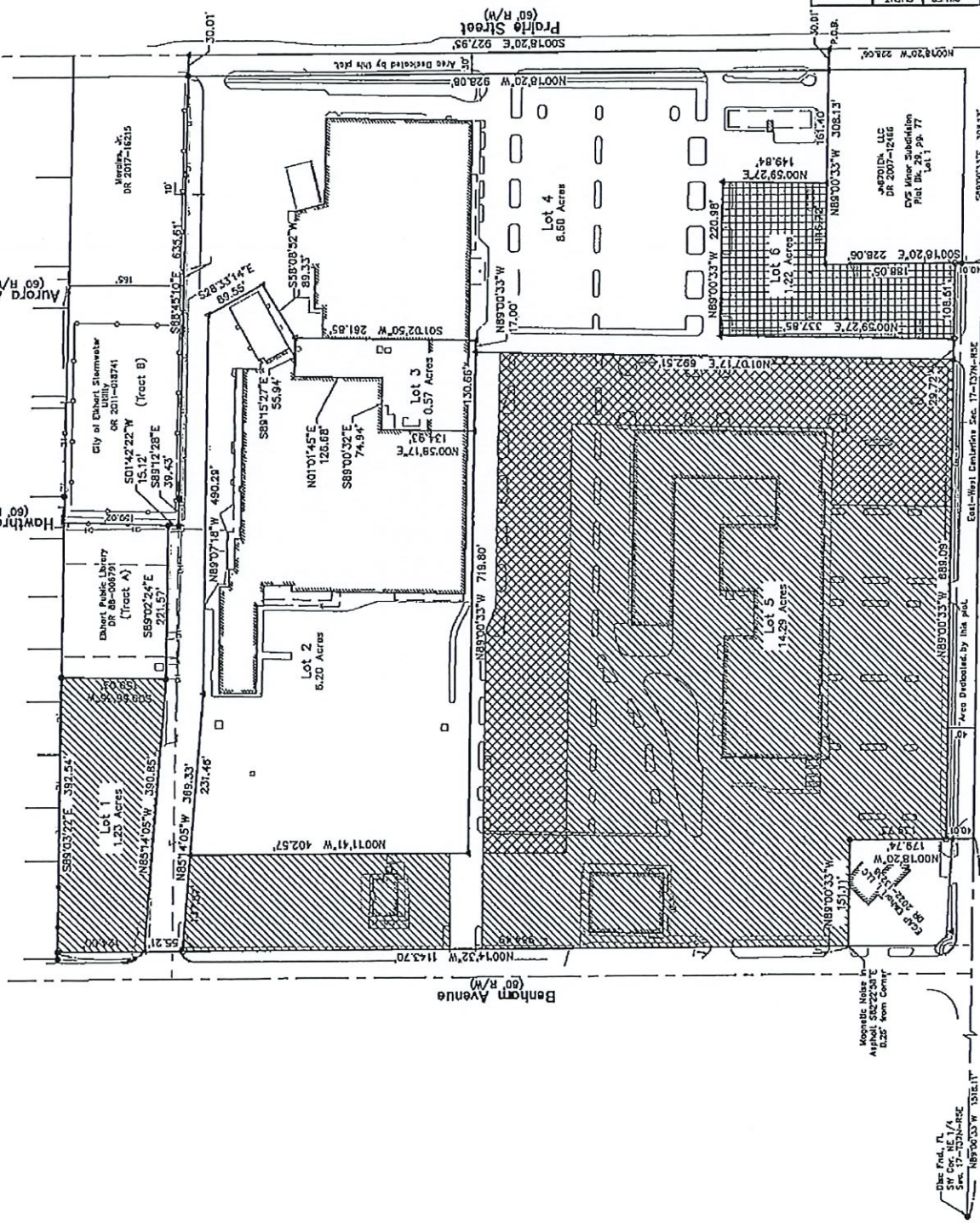
See attached.

WOODLAND CROSSING- FUTURE DEVELOPMENT PLOT PLAN

A Part of the Northeast Quarter of Section 17 Township 37 North,
Range 5 East, Concord Township, Elkhart County, Indiana



Subject to the following additional restrictions:
1. The proposed improvements shall be in accordance with the Ordinance and Regulations dated June 1, 2023. No part of the building improvements situated on Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



JONES
P.L.L.C.
PLANNING
ENGINEERS
ARCHITECTS

Essential Growth Properties
312 Plum St., Suite 875
Cincinnati, OH 45202

EGAP Elkhart I, LLC
312 Plum St., Suite 875
Cincinnati, OH 45202

SCALE: 1" = 100' DRAWN BY: JPB
DATE: 12/01/2023 CHECKED BY: JPB
PROJECT: Woodland Crossing Declaration Exhibit
OWNER: C-1665P

Sheet 1 of 1
SEC. 17-120N-R5E

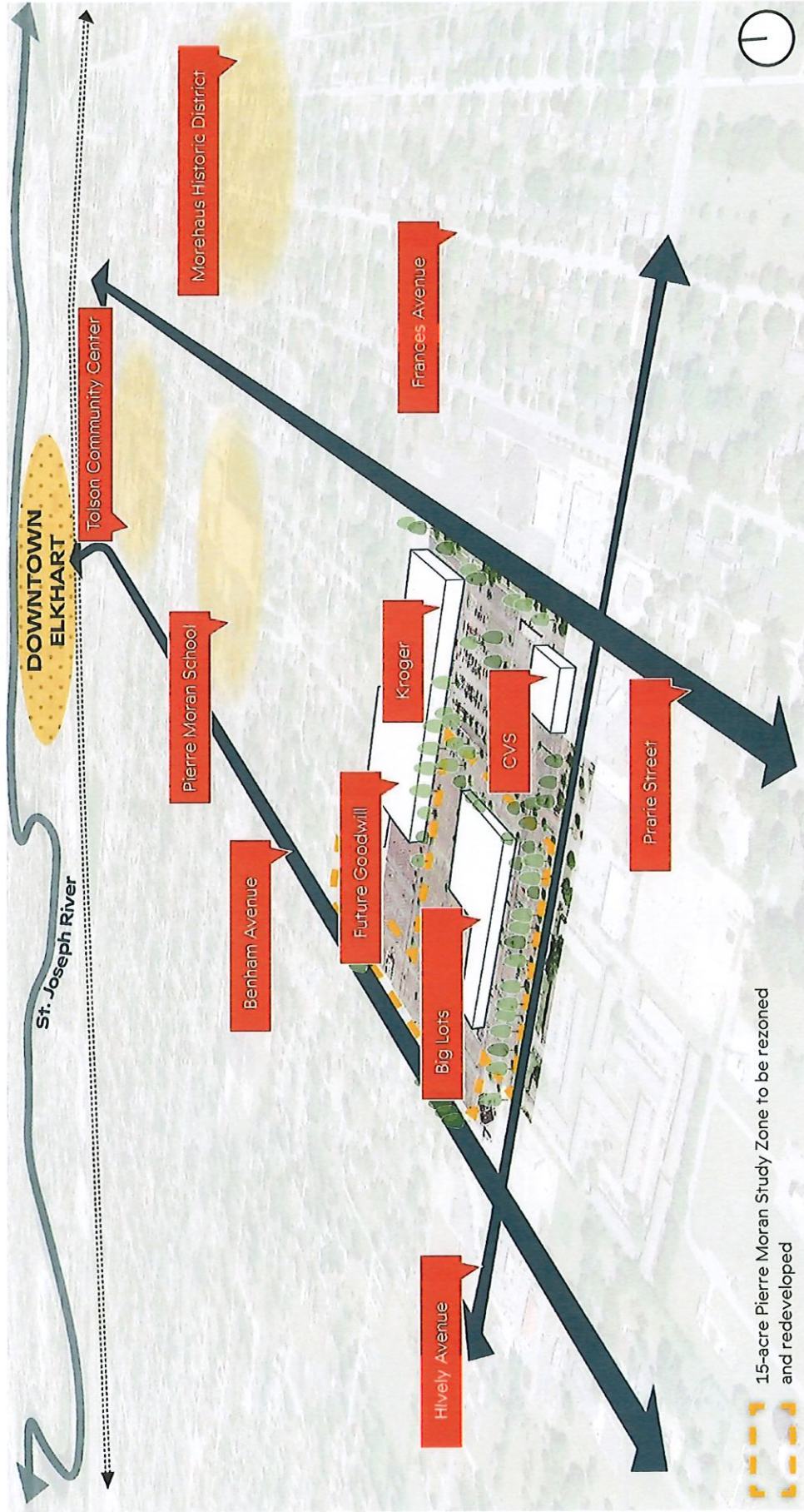
ENVISIONING A NEW PIERRE MORAN



METICULOUS +

EXECUTIVE SUMMARY

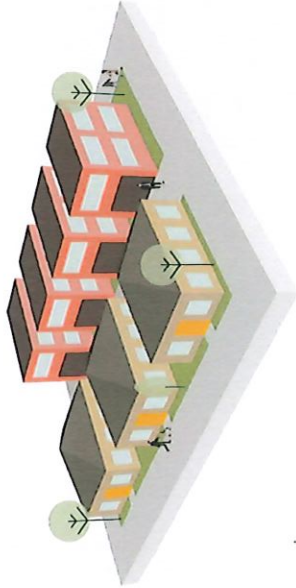
AREA OVERVIEW



15-acre Pierre Moran Study Zone to be rezoned and redeveloped

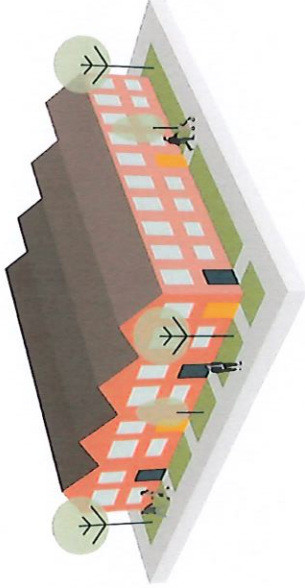
EXECUTIVE SUMMARY

BUILDING BLOCKS OF DESIGN



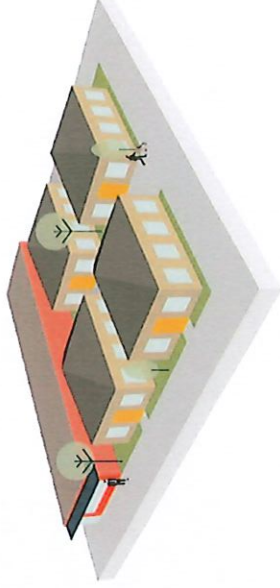
Need for mix of housing types

The need for housing has been indicated by data throughout the inventory and analysis process. A mix of housing types and price points will be required for a successful development. Missing middle, market rate, affordable, and multi-family housing can intertwine to best optimize available space and create an economically diverse and vibrant community. As housing demand changes so does the type of housing being demanded. With changing trends and location proving to be of significant value, market data points to incoming demographics looking for dense housing in walkable communities.



Multi-family housing needs to be contextual

The need for multi-family housing has been indicated repeatedly by data found throughout the inventory and analysis process. Multi-family housing, and specifically newer and quality multi-family housing, is scarce in the surrounding context of this study area. However, new multi-family housing should contextually fit in with the existing surrounding neighborhood as well as with any new development. Finding a harmonious blend can be difficult, but through design intervention, spatial planning, and an increase in density, multi-family housing can work to support a neighborhood.

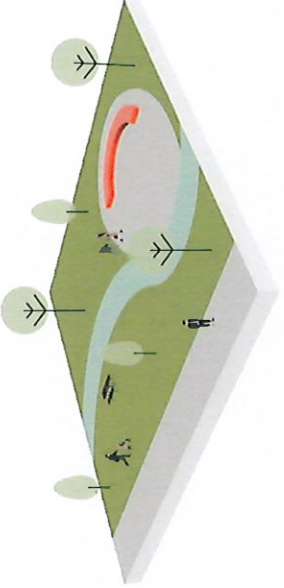
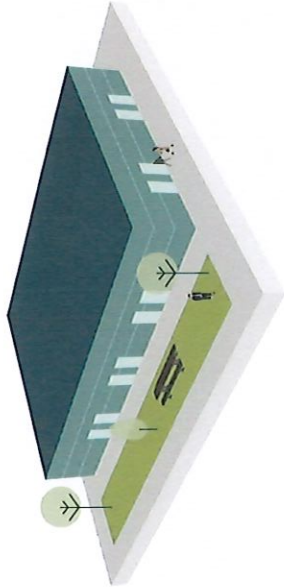


Opportunity for modest amount of retail

Data gathered throughout the inventory and analysis process has supported a very slight increase in retail demand, more specifically neighborhood retail. Any proposed retail should face major thoroughfares or be properly intertwined in the newly developed neighborhood context. Neighborhood retail can help to support the surrounding community, instill neighborhood pride, and provide economic benefits to neighbors.

EXECUTIVE SUMMARY

BUILDING BLOCKS OF DESIGN



Employment-related uses have potential

A mid-sized or large employer occupying a significant portion of the site could bring jobs and opportunity to the area, and will help to activate the site with people during working hours. Exploring demand for these entities and spatial utilization can help to inform realistic economic driven design decisions.

Civic and recreation space should not be undervalued

Civic space offers opportunities for everyone; it is best described in flexible terms for diverse programming that has the capacity to reflect the breadth of the neighborhood and their aspirations. Civic space can support farmers markets, outdoor concerts, community festivals, and daily recreation. These spaces can be exceptionally beneficial to this study area due to the fact that they fill in underutilized space so well while benefiting the surrounding community.

INVENTORY + ANALYSIS

EXISTING PLANS + INITIATIVES

The Woodland Center shopping center is classified in the 2015 City of Elkhart Comprehensive Plan as a proposed “economic opportunity center” which is defined as a “walkable, pedestrian-oriented destination featuring two or more related or complementary uses, such as retail and/or institutions within a five-minute walking distance of each other and a residential neighborhood”¹.

KEY CONSIDERATIONS



Complement existing retail with tertiary and contextual uses that creates and develop a mixed-use center of year-round activity.

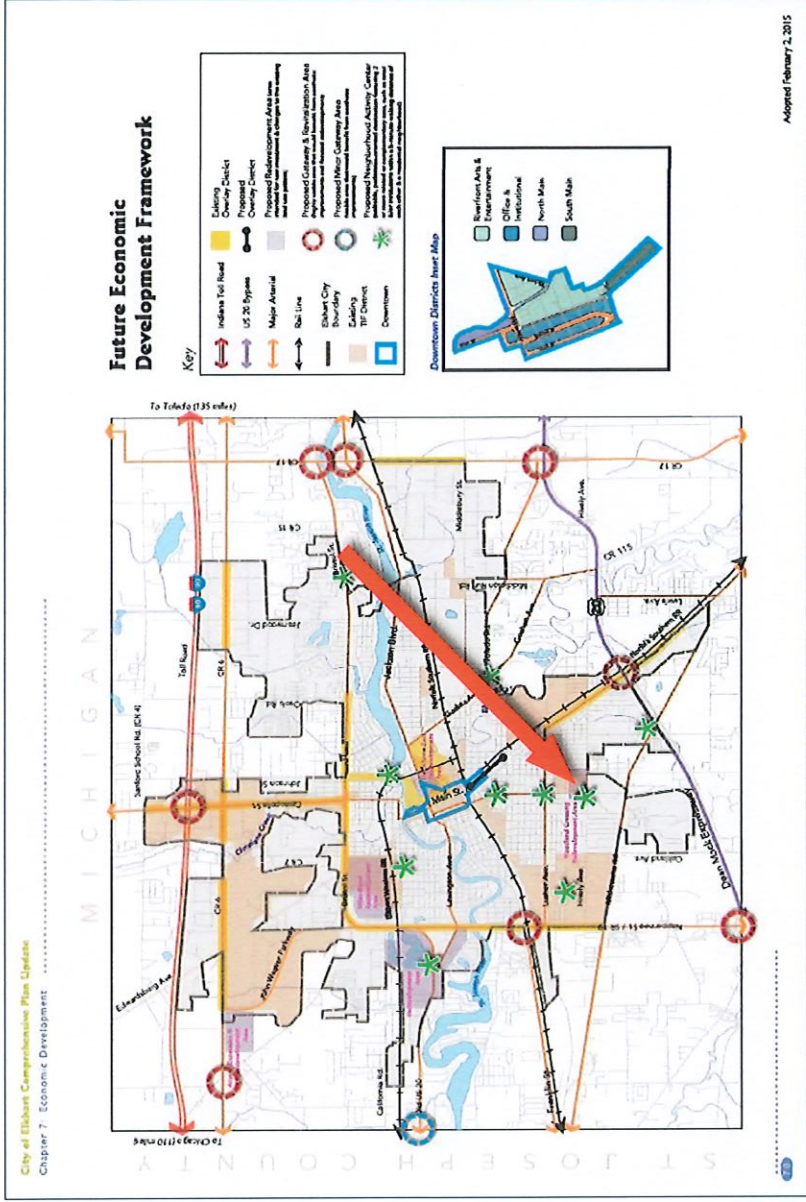


Create incremental housing density that reinforces existing community institutions and supports future retail and services.



Encourage multi-mobility with adequate infrastructure that provides space for walking, biking, and human-scale activities.

CITY OF ELKHART COMPREHENSIVE PLAN:



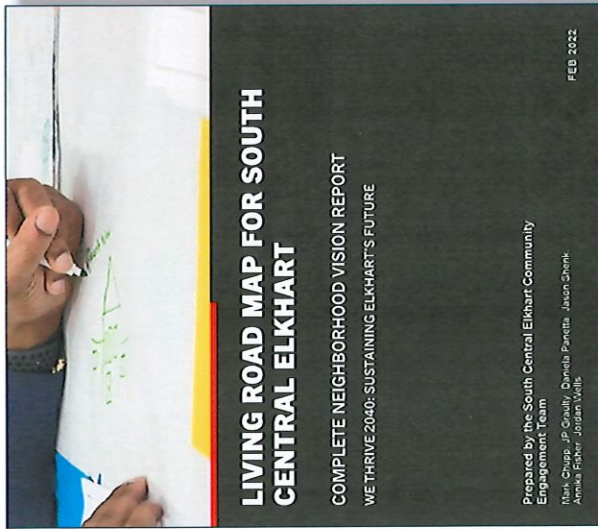
¹ Source: elkhartindiana.org/wpfd_file/comprehensive-plan/

INVENTORY + ANALYSIS

EXISTING PLANS + INITIATIVES

The City of Elkhart contracted with a South Central Elkhart Community Engagement Team to design and facilitate a community engagement process for developing a vision and a set of priorities for a Complete Neighborhood in South Central Elkhart.

The report details the community's vision and priorities in 7 areas identified during the Visioning Event. At the January 22nd Community Summit, residents and stakeholders created a consensus vision for South Central Elkhart in each of the 7 areas. The consensus visions are listed >



7 PILLARS OF THE SOUTH CENTRAL PLAN:

HOUSING

Participants in the Housing group want to live in a vibrant neighborhood that has a higher percentage of owner-occupied properties. More education and awareness is needed on the community's housing related needs and concerns as well as more advertising of existing resources



BUSINESS + RETAIL

The Business & Retail group envision a commitment to the triple bottom line an economic concept where businesses do not focus solely on profit but on their social and environmental impact as well. This vision could include educational institutions and a business training incubator that encourages business models like social entrepreneurship.



EMPLOYMENT

The Employment group wants to see more people of color in management, better representation and awareness of Black local leaders, better technology training, living wage jobs, robust transit to large employment areas, and more business in the South Central neighborhood.



BUILT + NATURAL ENVIRONMENT

The Built & Natural Environment group focused on improving infrastructure, green space, and sustainability.



RECREATION, CULTURE, CHILDREN + FAMILIES

Their neighborhood vision includes good, local schools that parents are happy to send their kids to. More school level activities, robust leadership, and the presence of colleges were elements that completed their collective vision.



SAFETY, LEGAL, HEALTH + HUMAN SERVICES

Addressing behavioral and other challenges children and teens face was an important part of this collective vision. To achieve this vision teachers will also need support in learning how to effectively address "problem" behaviors demonstrated by students and how to assist students facing challenges



IT'S ALL ABOUT THE PEOPLE: CONNECTING, UNITING, + CREATING TOGETHER

This group believes that the community as a whole must decide how to define South Central. They envision a community that thrives on a welcoming culture where residents feel connected. This includes more active neighborhood associations, more activities people can do together and places where people can share their culture through food, picnics, music, sports, etc.



INVENTORY + ANALYSIS

BUILDABLE AREA

Assessing Development Yield for Residential Units

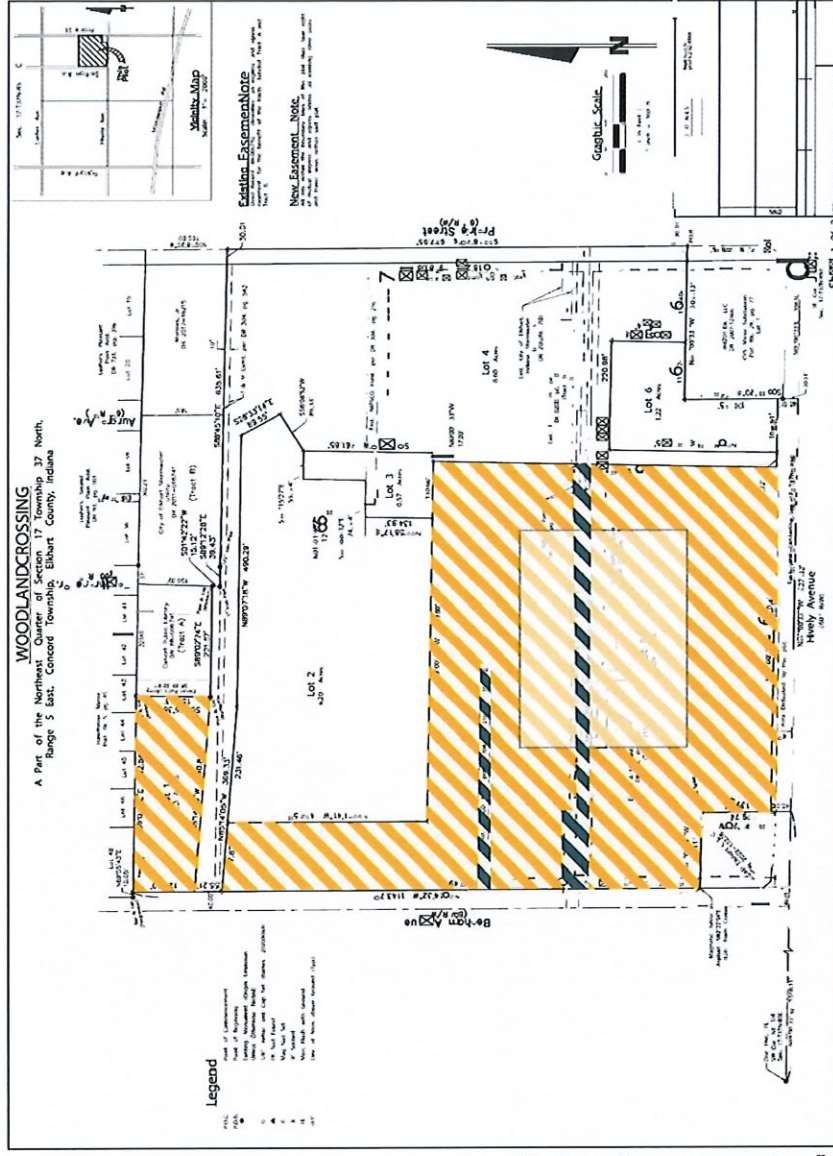
Analyzing contextual zoning is an important step when planning a new neighborhood because it can impact the overall design and development of the neighborhood, as well as its potential for success.

Contextual zoning refers to the regulations and restrictions that govern the use of land around a specific area. These regulations determine the type of uses that are allowed, such as residential, commercial, or industrial, as well as the density of development, building height, and other design elements.

Why Does This Matter?

By analyzing contextual zoning, planners and developers can determine the most appropriate uses for the land and design the neighborhood to meet the needs and desires of the community. Understanding zoning conditions surrounding a redevelopment helps to inform future development by ensuring planners do not prepare developments out of line with its context.

| Calculations of Development Yield | | | |
|---|-------|-----------|---------|
| Factors | AC | SF. | DU FA |
| Gross | 1552 | 676,051 | |
| LESS Curve Outs | -250 | (108,900) | |
| LESS Environmental | -1.00 | (43,560) | |
| EQUALS Net Buildable | 12.02 | 523,591 | |
| LESS ROW | -1.20 | (52,140) | |
| LESS OS | -3.10 | (135,210) | |
| EQUALS Buildable Lots | 7.72 | 336,241 | |
| Development Yield | | | |
| Max Units based on Blg Footprint & Height [zoning envelope] | | | 776 |
| Max Units based on Density (50 DU/Acre) | | | 672,482 |



LEGEND

- Buildable Area
- Private Utility Easements

INVENTORY + ANALYSIS

HOUSING DEMAND

Annual Demand by Units

Housing demand includes multi-family units, attached residential, and detached residential. Market capture as a percentage of total potential housing market helps to quantify number of households actively seeking new housing in a given year. Previous housing studies have considered this figure to be between 10 and 15% of the total market potential within Elkhart County.

Utilizing median market potential figures for new housing indicates a possible market absorption of 88 units per year. This includes both for-sale and for-rent units. Of these, the study area could support 42 rental housing units per year.

| | LOW | MID | HIGH |
|----------------------|-----|-----|------|
| Attached Units | 29 | 36 | 44 |
| Detached Units | 34 | 52 | 63 |
| Total Units (yearly) | 63 | 88 | 107 |

Housing market potential for Pierre Moran study area per year- assuming a .10% market capture for low calculations, 12% as mid-, and 15% for high. Higher absorption is given to rentals as market preferences suggest.

$$\frac{14,928}{206,921} = 7.2\%$$

Population of Elkhart Study Area / Population of Elkhart County

Of Elkhart County lives in Pierre Moran Study Area

$$3,899 \times 15\% = 42$$

Rental housing market potential for Elkhart County per year

Market capture of potential renters

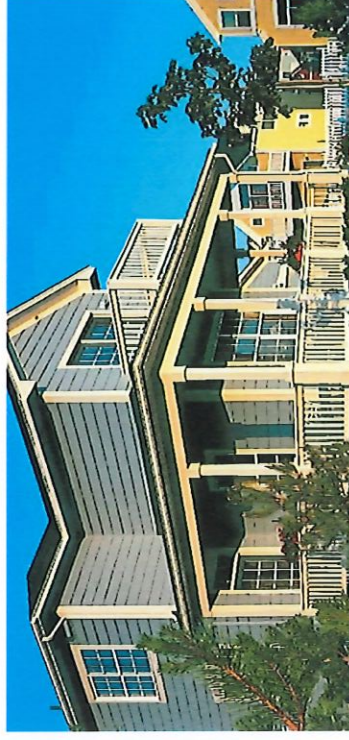
Rental housing units needed per year in Pierre Moran study area.

ATTACHED + MULTIFAMILY HOUSING



Attached housing refers to housing where one home is "attached" to another. It includes residences that share walls, such as townhomes, apartments, or condominiums, and can be for-lease or for-sale.

DETACHED HOUSING



Detached housing refers to housing where one home is "detached" from another. It includes residences, such as single-family homes, which can be for-lease or for-sale.

INVENTORY + ANALYSIS

RETAIL DEMAND

Retail Demand by Square Footage

The retail trade area was determined by creating a 5-minute drive time buffer around the Woodland Crossing Shopping Center, building off a previous study conducted by Gibbs Planning Group in November 2020.

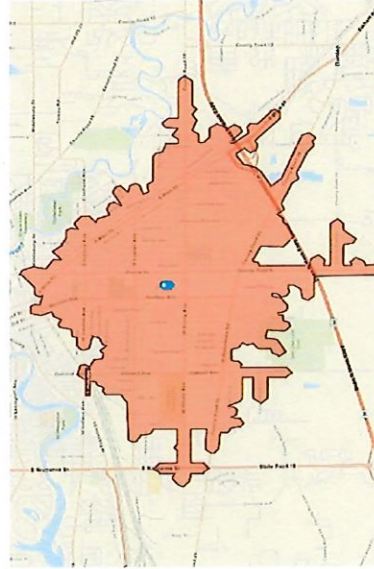
Given the current vacancy rate at Woodland Crossing and overall macroeconomic trends suggesting challenges with leasing retail, a high-level analysis found a minor retail surplus of 6,211 square feet. This indicates that the Pierre Moran redevelopment should not focus on retail as a key component. However, given the reinvestment by Goodwill and a medical urgent care in the former Sears facility, there can be some demand for convenience and/or food options in the near future. Retail market demand conducted with ESRI Business Analyst suggests an increase in residential density could lead to demand of up to 5,000 square feet of additional retail if current vacancy is accounted for, either through absorption or reprogramming.

| | LOW | MID | HIGH |
|----------------------------|-----|-------|-------|
| Demand (in square footage) | 0 | 2,500 | 5,000 |

Retail market potential for Pierre Moran study area per year¹ assuming absorption and/or reprogramming of existing retail vacancy.

¹ ESRI, South Main Retail Market Analysis- Elkhart Indiana, 2020. Gibbs Planning Group and proprietary METICULOUS methodology.

| Retail Category | Total Demand | Supportable Square Footage |
|-----------------------------------|----------------------|----------------------------|
| Apparel - Shoe Stores | \$9,954,936 | 2,600 |
| Department Store Merchandise | \$27,333,370 | 1,300 |
| Electronics + Appliances Stores | \$7,198,474 | 2,200 |
| Furniture Stores | \$5,709,955 | 1,700 |
| Hardware | \$12,543,572 | 2,000 |
| Jewelry Stores | \$3,945,329 | 1,000 |
| Lawn + Garden | \$3,628,907 | 1,300 |
| Gift Stores | \$3,300,218 | 1,200 |
| Foods: Cheeses, Meats, Produce | \$3,906,232 | 1,400 |
| Sporting Goods | \$7,742,519 | 1,700 |
| Retailer Totals | \$85,263,512 | 16,400 |
| Bars, Breweries, + Pubs | \$2,847,962 | 1,700 |
| Full Service Restaurants | \$12,657,590 | 2,100 |
| Limited Service Eateries | \$11,398,762 | 2,100 |
| Coffee, Ice Cream, Pretzels, etc. | \$1,678,297 | 1,200 |
| Restaurant Totals | \$28,582,611 | 7,100 |
| Total Retail Demand | \$113,846,123 | 23,500 |



Retail Trade Area: 5-Minute Drive From Woodland Crossing

101,939

Leasable square footage of Woodland Crossing

29,711

Current vacant square footage of Woodland Crossing

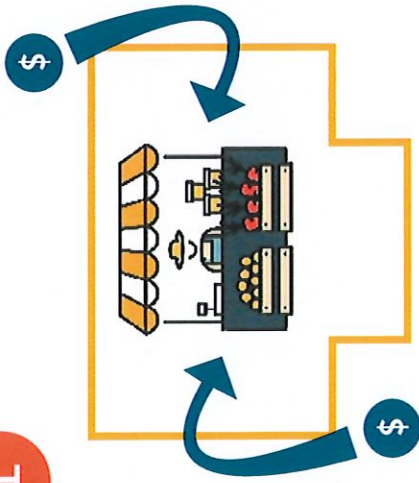
-6,211

Square footage of retail gap within five-minute drive of Woodland Crossing

MASTER PLAN

HIGH LEVEL PLANNING IDEAS

1



Parking to Plaza

The parking to plaza idea provides a necessary space for local businesses and residents to interact. This concept focuses on tactical urbanism at the local scale and emphasizes the need for a public plaza. Providing a public plaza offers space for local markets, public events, and neighborhood activities. Acting as the beating heart of the surrounding community, this concept prioritizes local investment, opportunity, and activity while providing room for growth.

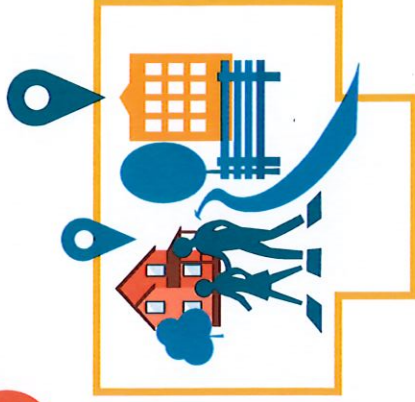
2



Vacancy to Vibrancy

This idea focuses on infilling vacant and underutilized space with high demand uses such as housing, recreation space, and neighborhood-focused retail. This concept fills in the space surrounding existing uses with mutual beneficial development. While embracing growth, the vacant to vibrant concept preserves existing businesses and prioritizes community needs.

3



Incubator

The incubator idea focuses on creating an optimal landscape that meets the present and future needs of the surrounding community. This concept uses development to create spaces that are currently missing from the surrounding context such as multifamily housing, neighborhood retail, recreation space, market space, and plaza space. The goal of the incubator concept is to create a destination that people not only want to visit, but also want to live in. This can be achieved by maximizing space with a diversity of programming elements.

DESIGN CONCEPTS

CURRENT CONDITIONS



Short Term Opportunities (3-6 MONTHS)



Overabundance of parking - can be opportunity for pop-up markets and tactical urbanism



General lack of easements throughout property means new construction will not be extremely constrained



Oversaturation of retail provides opportunity for reprogramming



Lack of pedestrian infrastructure



DESIGN CONCEPTS

PHASING: SHORT-TERM NODE



Short Term Opportunities (12-18 MONTHS)

This stage provides space for local businesses and residents to interact. This concept focuses on tactical urbanism at the local scale and emphasizes the need for a public plaza. Providing a public plaza offers space for local markets, public events, and neighborhood activities. Acting as the beating heart of the surrounding community, this concept prioritizes local investment, opportunity, and activity while providing room for growth. The conversion of a portion of the existing strip mall into a business incubator helps to support local entrepreneurs.

Key Elements



EMPLOYMENT

Partial retail of the existing strip mall is converted into a neighborhood business incubator where residents can receive job training, small business support, and business classes.



RECREATION, CULTURE, CHILDREN + FAMILIES

Parking lot is reclaimed for a public green where markets, pop-up fairs, and festivals can be held.



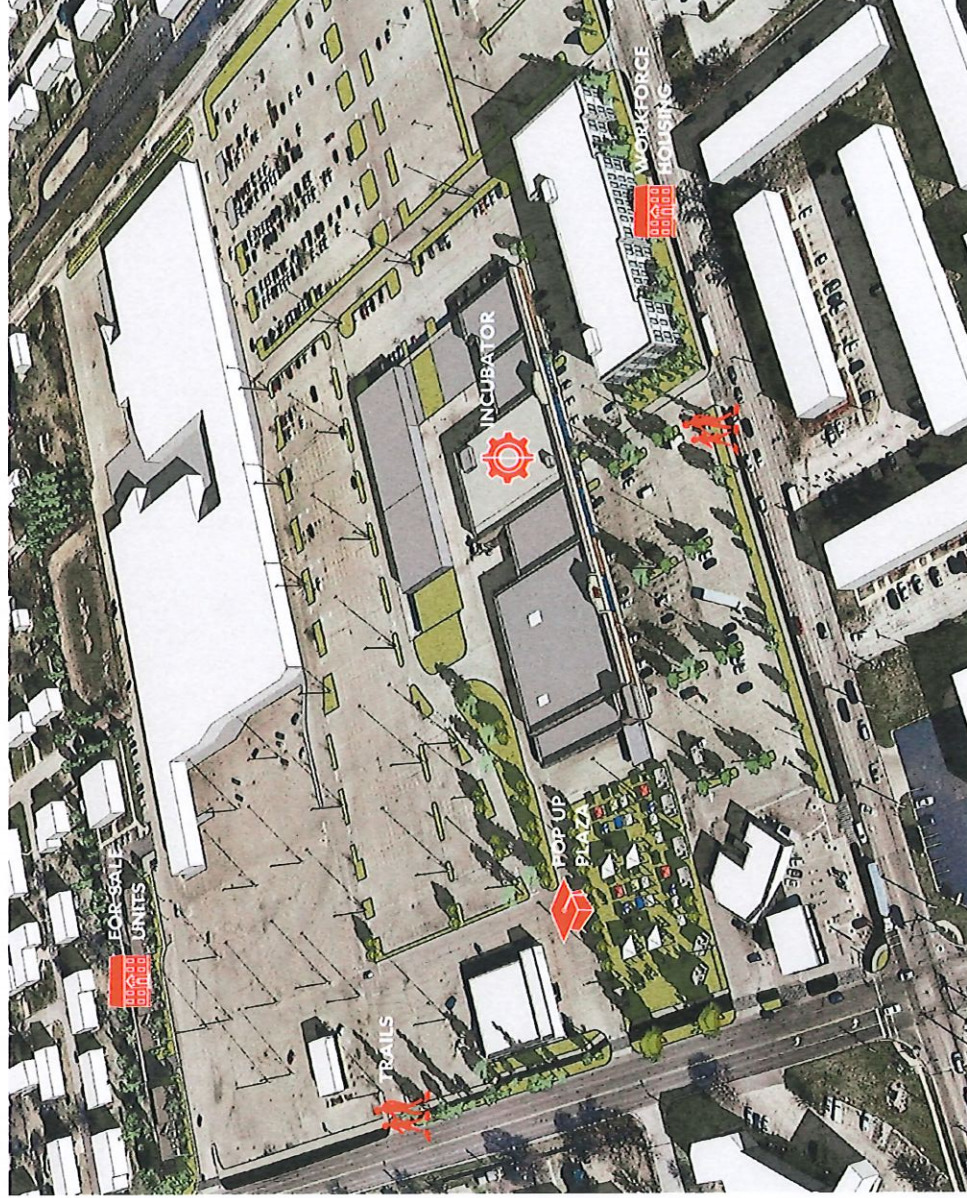
IT'S ALL ABOUT THE PEOPLE

Paved multi-modal paths along Hively and Benham help to increase connectivity from the development to the surrounding community.



HOUSING

The northern most lot can support a series of for sale residential townhomes (1-2 stories) while a mixed-use/multi-family supportive housing rises along Hively, helping to house 50-70 residents.



DESIGN CONCEPTS

PHASING: SHORT-TERM NODE

1

Short Term Opportunities (12-18 MONTHS)

Due to lease extension of Big Lots, phasing is sure to work around that footprint while strategically demolishing underutilized retail stalls to create opportunities for innovative infill. Retail is emphasized along the new interior "Main St." helping to create a sense of intimacy and enclosure, which builds pedestrian interaction and safety. New housing is built with neighborhood context in mind, with townhouses influenced by New American Craftsman/Farmhouse stylings. The pop-up public plaza can host year-round programming and events such as job fairs in collaboration with the business incubator.

12,000 S.F.

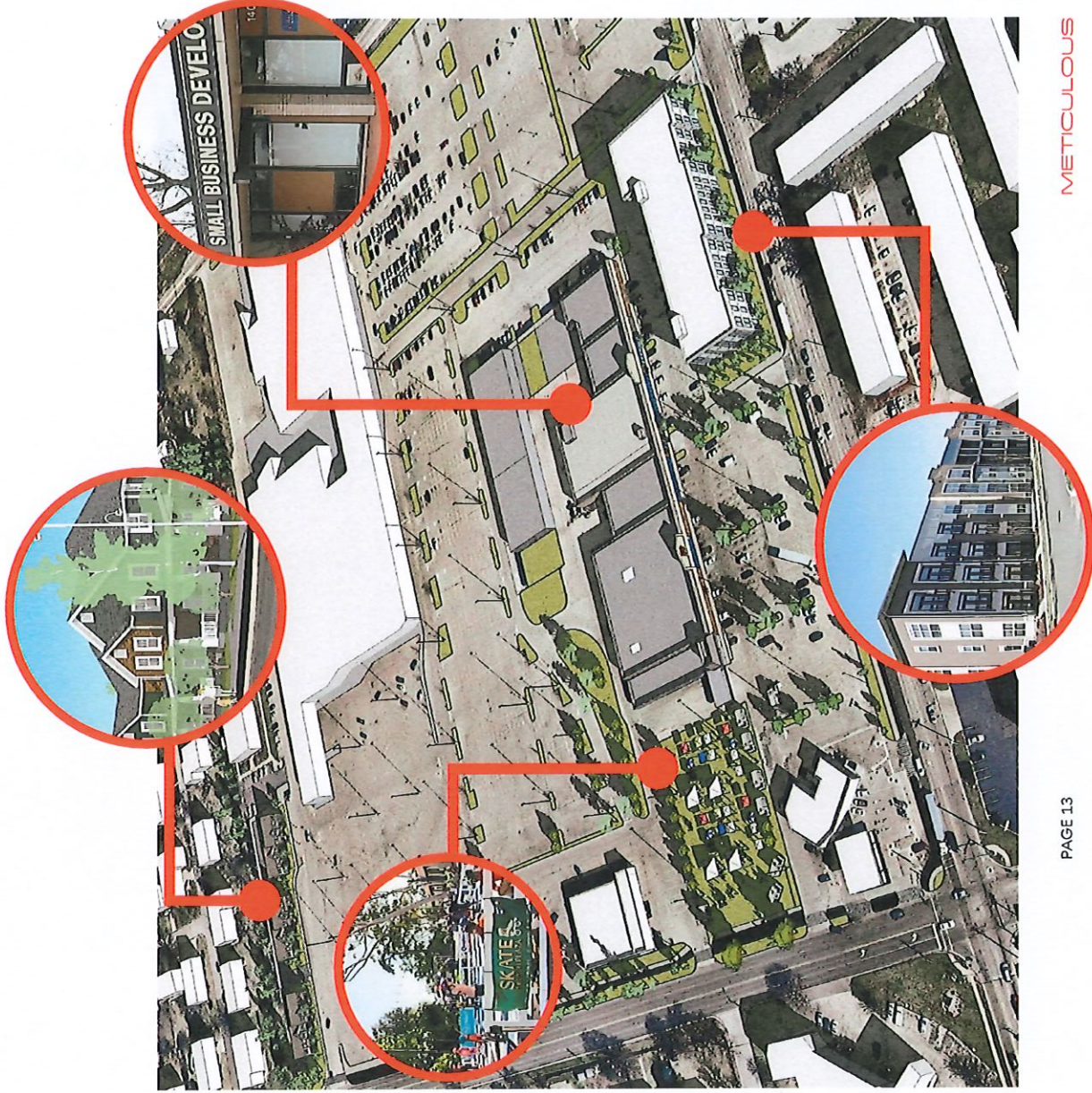
Neighborhood business incubation space helping residents build and grow skills and businesses

55

Rental multi-family units catered to workforce housing with a possible makers space or neighborhood retail component

8-10

New for-sale townhouses



DESIGN CONCEPTS

PHASING: MID-TERM NODE



Mid Term Opportunities (18-36 MONTHS)

This idea focuses on infilling vacant and underutilized space with high demand uses such as housing, recreation space, and neighborhood-focused retail. This concept fills in the space surrounding existing uses with mutual beneficial development. While embracing growth, the vacant to vibrant concept preserves existing businesses and prioritizes community needs while building up a new “community center” Main Street that can offer residents all their daily needs within a short walk or drive.

Key Elements



RETAIL
The existing strip mall is retrofitted to allow partial demolition and construction of a circulation grid, similar to traditional neighborhood development. At this point in the development cycle, demand allows construction of targeted retail (like a coffee shop) for local residents and workers.



INFRASTRUCTURE
The paved trails are activated with lighting fixtures and benches to create a sense of place. The retrofitted southern strip mall becomes home for neighborhood services, helping to establish all resident needs within a short walk.



HOUSING
Housing infill continues to strategically balance both for-sale units (10-12 walk-ups) and multi-family workforce or senior housing, depending on demand drivers. Phase II would add another 60-70 rentals.



DESIGN CONCEPTS

PHASING: LONG-TERM NODE

3

Mid Term Opportunities (18-36 MONTHS)

This stage begins creation of a town center, building off existing public plaza with permanent placemaking elements like lighting fixtures and seating, and infrastructure improvements around the new Node. This begins to reintroduce traditional neighborhood development patterns. Due to demand models suggesting retail may be viable at this stage, targeted retail such as a coffee shop may be introduced to provide convenience for residents and workers. Depending on demand at this time, new housing can cater to workforce or senior residents, with an eye on introducing full market-rate in the next phase.

3-5,000 S.F.

New retail targeted for residents, students, and workers in the Neighborhood Opportunity Node

60-70

Rental multi-family units catered to workforce housing with a possibility for retaining first floor commercial on existing strip mall.

10-12

New for-sale townhouses



DESIGN CONCEPTS

PHASING: LONG-TERM NODE



Long Term Opportunities (36 MONTHS+)

This idea continues infilling vacant and underutilized space with an assumption that previous phases have now induced demand for extended programming. The buildout includes the introduction of mixed-use structures offering space for professional services and additional housing infilling remaining lots. A true town center is created, and allows the opportunity for acquisition of remaining gas station lot to create full enclosure of the public green.

Key Elements



RETAIL

The existing public green is abutted by mixed-use structures allowing permeability between the pedestrian realm and inside human-scaled buildings.



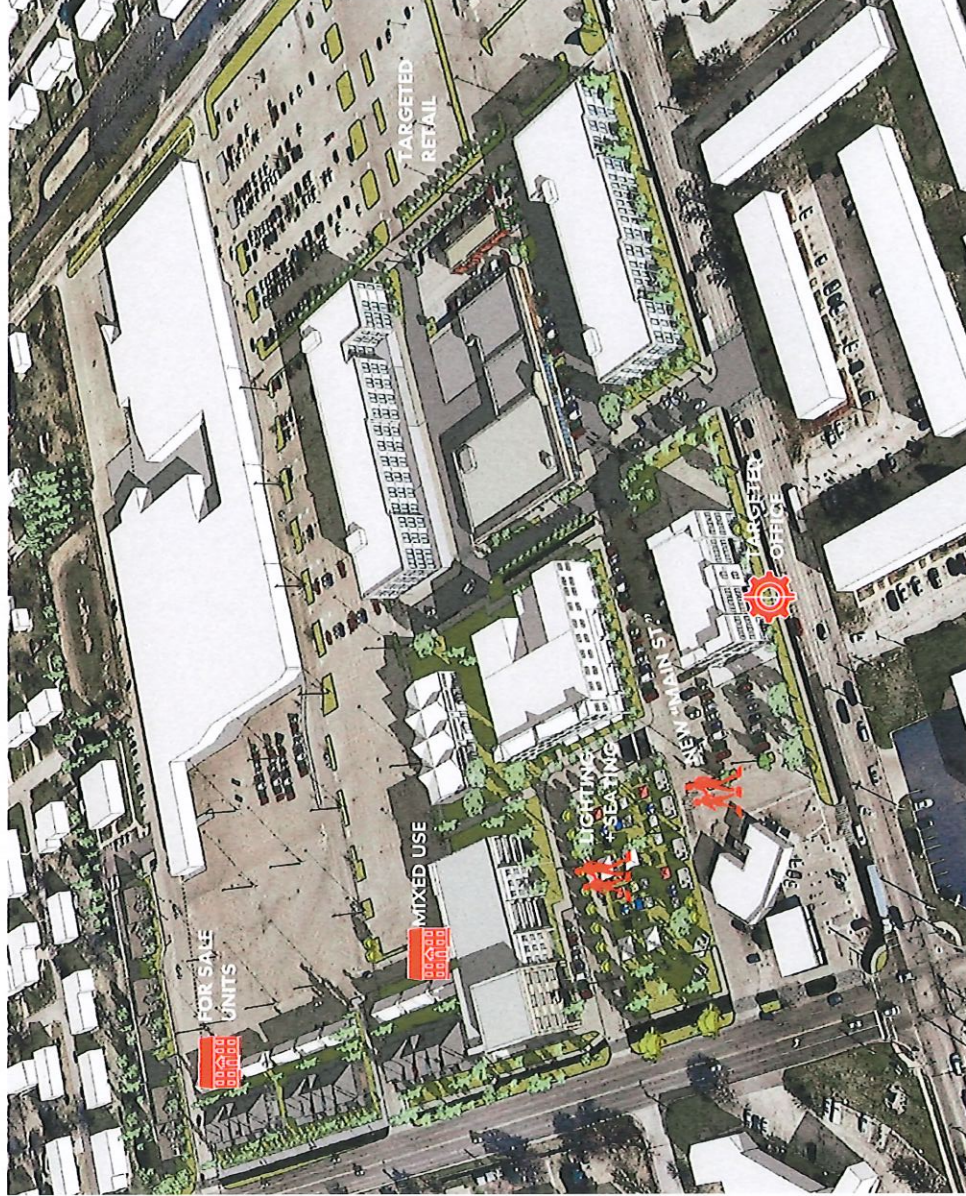
RECREATION, CULTURE, CHILDREN + FAMILIES

Additional green space is introduced allowing for a possible dog park or playground. These green spaces are safely enclosed by professional services and community-facing retail, creating a true public "third place"



HOUSING

Housing infill continues to strategically balance both for-sale units (8-10 walk-ups) and introduce market-rate housing, depending on demand drivers. Phase III would add another 150+ rentals.



DESIGN CONCEPTS

PHASING: LONG-TERM NODE

3

Long Term Opportunities (36 MONTHS+)

This stage cements the Pierre Moran study area as a Neighborhood Opportunity Node, building off increased density and activation to include supportive services, professional office space, and additional housing and retail. This buildout is contingent on market factors and success of previous phases. Future phasing would possibly involve more intensive infrastructure improvements along Hively and Benham to allow increased connectivity and perhaps a reroute of the two trolley lines to come through the development.

7-10,000 S.F.

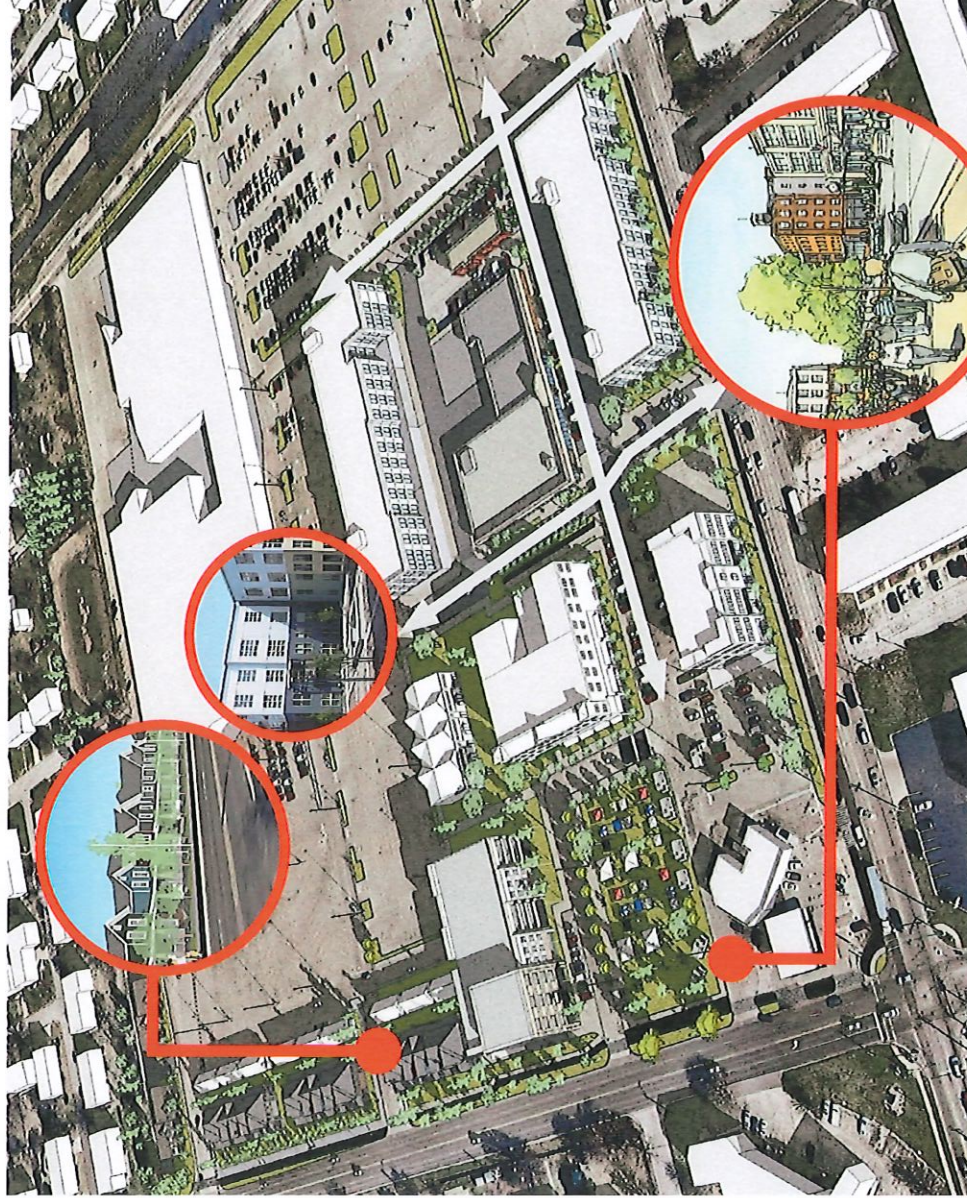
New retail and professional retail targeted for residents, students, and workers in the Neighborhood Opportunity Node

150-250

Rental multi-family units catered to market-rate housing with a possibility for retaining first floor commercial on existing strip mall.

8-10

New for-sale townhouses



DESIGN CONCEPTS

VISUALIZATION

