FEE WAIVER AGREEMENT

THIS FEE WAIVER AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2016, by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (the "City"), and E L Land Investments LLP, an Indiana limited liability partnership ("Developer").

RECITALS:

WHEREAS, Developer is the owner of approximately 14.16 acres of real estate at the south west corner of 106th Street and Crosspoint Boulevard, as depicted on **Exhibit A**, attached hereto and incorporated herein (the "Real Estate");

WHEREAS, Developer has filed plans, attached hereto and incorporated herein as **Exhibit B** (the "Original Plans"), with the City to construct a commercial retail building (the "Project") on the Real Estate;

WHEREAS, the City has requested that Developer make certain modifications to the Original Plans, as depicted on **Exhibit C**, attached hereto and incorporated herein (the "Amended Plans");

WHEREAS, Developer and the City acknowledge and agree that certain road and bridge impact fees (the "City's Fees") for or related to the development and construction of the Amended Plans are required to be paid to the City by Developer;

WHEREAS, Developer desires to construct the Amended Plans in exchange for a waiver of the City's Fees in an amount to offset the increased costs associated with the requested modifications to the Original Plans; and

WHEREAS, the City desires to waive the City's Fees in exchange for Developer's agreement to construct the Amended Plans.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties do hereby agree as follows:

1. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as if fully set forth in this Section 1.

2. Developer and the City agree that if Developer constructs the Project in substantial compliance with the Amended Plans, then the City shall waive the first Eighty Five Thousand and 00/100 Dollars ($85,000.00) in City Fees associated with the Project. If, however, the Amended Plans substantially change from those attached as Exhibit C, the waiver of City Fees shall automatically terminate and, within thirty (30) days notice of such termination,

Developer shall pay to City all City Fees that would have otherwise been incurred related to Developer's Project ("Reimbursement"). If Developer fails to pay the Reimbursement, City shall be authorized to withhold permits required for the Project.

3. The City represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver this Agreement upon proper approval by the City's Common Council. The performance by the City of its obligations under this Agreement shall be subject to completion of such procedures as are required by law. The City further represents and warrants that it has taken or will use its best efforts to take (subject to Developer's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

4. Developer represents and warrants to the City that: (a) Developer is a limited liability partnership duly existing and validly formed under the laws of the State of Indiana; (b) Developer shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (c) Developer duly has been authorized by proper action: (i) to execute and deliver this Agreement; and (ii) to perform its obligations hereunder; and (d) this Agreement is the legal, valid, and binding obligation of Developer.

5. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

To Developer:

E L Land Investments LLP
8415 Allison Pointe Blvd Suite 100
Indianapolis, IN 46250

With a copy to:

Steven D. Hardin, Esq.
Faegre Baker Daniels, LLP
600 E. 96th Street, Suite 600
Indianapolis, IN 46240
steven.hardin@faegrebd.com

To the City:

City of Fishers
Attn: City Attorney
1 Municipal Drive
Fishers, Indiana 46038
greislc@fishers.in.us

IN WITNESS WHEREOF, the parties, by their respective duly authorized officers, have executed this Agreement as of the day and year first written above.

E L Land Investments LLP	**CITY OF FISHERS**
By:_____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

Exhibit A

AMERICAN STRUCTUREPOINT INC.

7260 Shadeland Station | Indianapolis, Indiana 46256
TEL 317.547.5580 | FAX 317.543.0270
www.structurepoint.com

106TH STREET AND CROSSPOINT BOULEVARD FISHERS, IN

CERTIFIED BY

ISSUANCE INDEX
DATE:
07-20-2016
PROJECT PHASE:

REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

Project Number 2016.00404

OVERALL DEVELOPMENT PLAN

EX1

PLOT DATE: 7/27/2016 4:27 PM
PLOT SCALE: 1:1
EDIT DATE: 7/21/2016
EDITED BY: RVINDHORST
DRAWING FILE: P:\2016\00404\D. Drawings\Civil\Exhibits\2016-07-27 - ATC Plan\2016.00404.CE.2016-07-20.OVERALL DEVELOPMENT PLAN.dwg

Exhibit B

CURRAN
ARCHITECTURE
5719 LAWTON LOOP E. DR. #212
INDIANAPOLIS, IN 46216
O :: 317 . 288 . 0681
F :: 317 . 288 . 0753

NORTH ELEVATION 1
1/8" = 1'-0"

EAST ELEVATION 2
1/8" = 1'-0"

CERTIFICATION

THIS DRAWING AND THE IDEAS, DESIGNS AND CONCEPTS CONTAINED HEREIN ARE THE EXCLUSIVE INTELLECTUAL PROPERTY OF CURRAN ARCHITECTURE, AND ARE NOT TO BE USED OR REPRODUCED, WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF CURRAN ARCHITECTURE.
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PROJECT INFORMATION

PROPOSED
RETAIL BUILDING

CONCOURSE AT
CROSSPOINT
FISHERS, INDIANA

ISSUE DATES

COLOR ELEVATION SUBMITTED	12.02.15

150160

EXTERIOR COLOR
ELEVATIONS

A3.2

Exhibit C

NORTH ELEVATION 1

1/8" = 1'-0"

SOUTH ELEVATION 2

1/8" = 1'-0"

EAST ELEVATION 3

1/8" = 1'-0"

WEST ELEVATION 4

1/8" = 1'-0"

KEYED NOTES

1. MODULAR BRICK VENEER. COLOR TO MATCH EXISTING OFFICE BUILDINGS.
2. CAST STONE VENEER. SEE WALL SECTIONS FOR MORE INFORMATION.
3. EXTERIOR INSULATION FINISH SYSTEM (EIFS) OVER F.R. PLYWOOD AND METAL STUD FRAMING. REVEALS AS SHOWN.
4. EIFS OVER INSULATION BOARD AND EXTERIOR GYP SHEATHING AT CORNICES, TYPICAL.
5. THERMALLY BROKEN ALUMINUM STOREFRONT FRAMING WITH 1" INSULATED CLEAR LOW E GLAZING.
6. INSULATED STEEL DOOR, PAINTED TO MATCH WALL.
7. FABRIC AWNING WITH ALUMINUM FRAME.
8. PRE-FINISHED METAL CANOPY, MAPES "HANGER ROD CANOPY WITH FLAT SOFFIT" OR EQUAL. SEE SECTIONS FOR MORE INFORMATION.
9. PRE-FINISHED SCUPPER DRAIN TIED INTO SUBSURFACE DRAINAGE. REFER TO SITE DRAWINGS.
10. OPENINGS IN WALL FOR SCUPPER AND OVERFLOW DRAINS. OVERFLOW TO BE SET 1" HIGHER THAN SCUPPER OPENING. WRAP OPENING WITH ROOF MEMBRANE PROVIDE PRE-FINISHED METAL TRIM.
11. DRIVE THRU WINDOW VERIFY MANUFACTURER AND INSTALLATION LOCATION WITH TENANT PRIOR TO CONSTRUCTION.
12. APPROXIMATE LOCATION AND DIRECTION OF SLOPE OF ROOF. REFER TO ROOF PLAN, WALL SECTIONS AND STRUCTURAL DRAWINGS FOR MORE INFORMATION. SHOWN FOR REFERENCE ONLY.
13. BACK SIDE OF PARAPET BEYOND. ROOF MEMBRANE TO WRAP UP VERTICAL FACE AND OVER TOP OF PARAPET.
14. REFER TO CIVIL DRAWINGS FOR EXTENTS OF SITEWALKS, GRADING, ETC...
15. THIS PORTION OF BRICK AND CAST STONE TO BE INSET 1" FROM FIELD. SEE PLAN FOR DIMENSIONS.

CURRAN
ARCHITECTURE
5719 LAWTON LOOP E. DR. #212
INDIANAPOLIS, IN 46216
O :: 317 . 288 . 0681
F :: 317 . 288 . 0753

CERTIFICATION

SHAWN M. CURRAN REGISTERED No. AR19600043 STATE OF INDIANA

EXPIRES 12/31/17

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PROJECT INFORMATION

PROPOSED
RETAIL BUILDING

SHOPS OF CONCOURSE
AT CROSSPOINT
SW CORNER 106TH & CROSSPOINT BLVD.
FISHERS, INDIANA

ISSUE DATES

PERMIT SET	05.27.16

KEY PLAN

150160

EXTERIOR
ELEVATIONS

A3.1