



CITY OF WESTFIELD, IN
Parks and Recreation Board Meeting Agenda

BOARD OR COMMISSION: Parks and Recreation Board Meeting
MEETING DATE: Wednesday, February 4, 2026 at 7:00 PM
MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF PARKS AND RECREATION BOARD

Julia Grimmer, President | Mayor Appointed | 3-year term | 1/1/25-12/31/26
Kurtis Baumgartner, Vice President | Mayor Appointed | 4-year term | 1/1/25-12/31/28
Terri Wolf, Secretary | City Council Appointed | 1-year term | 1/1/26-12/31/26 (non-voting)
Mike Antrim | Mayor Appointed | 4-year term | 1/1/26-12/31/29
LeAnne Zentz | Mayor Appointed | 2-year term | 1/1/25-12/31/27
Mike Hall | School Board Appointed | 4-year term | 1/1/25-12/31/28

CALL TO ORDER

NOTICE PRESENCE OF A QUORUM

PLEDGE OF ALLEGIANCE

CHANGES TO AGENDA

PUBLIC COMMENTS

APPROVAL OF MINUTES

December 3, 2025

OLD BUSINESS

NEW BUSINESS

1. Action Item — Election of Officers
2. Action Item — Trail Easement Agreement
3. Action Item — Union Square - Public Access Easement
4. Action Item — H&N Outdoor Services Agreement

DIRECTOR'S REPORT

OTHER BUSINESS

NEXT REGULAR MEETING

March 4, 2026

ADJOURNMENT



CITY OF WESTFIELD, IN
Parks and Recreation Board Meeting Minutes

Westfield
INDIANA

Wednesday, December 3, 2025

CALL TO ORDER

Attendance:

President: Julia Grimmer - Present

Board Member — Mike Antrim — Present

Board Member – Mike Hall – Present

Board Member – Leanne Zentz – Present

NOTE - PRESENCE OF A QUORUM

Madam President Grimmer noted the presence of a quorum and called the meeting to order at 7:00 PM

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO AGENDA

No changes to the agenda.

Motion to approve the agenda as presented: LeAnne Zentz

Second: Mike Hall

Yes: Mike Antrim, Mike Hall, Julia Grimmer, LeAnne Zentz

Motion Determination: Passed

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

November 5, 2025, Parks and Recreation Board Minutes

Motion to approve: Mike Hall

Second: Mike Antrim

Yes: Mike Antrim, Mike Hall, Julia Grimmer, LeAnne Zentz

No: None

Motion Determination: Passed

OLD BUSINESS

None

NEW BUSINESS

1. Action Item – Contract for Goods and/or Services H&N Outdoor Services, LLC

Parks Director Mc Connell provided an overview of the low-profile landscape maintenance agreement for the areas that only require moving and weed control. Mike Hall moves to enter a contract for goods and/or landscape services with H&N Outdoor Services, LLC for low profile services during calendar years 2026,2027,2028 for total purchase price \$379,185.00.

Motion to Approve: Mike Hall

Second: LeAnne Zentz

Yes: Mike Antrim, Mike Hall, Julia Grimmer, LeAnn Zentz

No: None

Motion Determination: Passed

2. Action Item — Agreement for Services – Noblesville Creates

Parks Director Mc Connell provided an overview of the agreement with Noblesville Creates to continue their art consulting work with us, as we move to make and achieve more public art in the City of Westfield. Mike Antrim moved that the Park Board approve the contract with Noblesville Creates not to exceed the amount of \$50,000.

Motion to Approve: Mike Antrim

Second: Mike Hall

Yes: Mike Hall, Julia Grimmer, Mike Antrim, LeAnne

Zentz

No: None

Motion Determination: Passed

3. Action Item — Neighborhood Vibrancy Grant Agreement

Parks Director McConnell provided an overview this is a 2-1 program that the council and mayor brought about this year to assist neighborhoods in revitalizing portions of their neighborhoods and community. Mike Hall moves to authorize the Parks Director to enter a Neighborhood Vibrancy Grant noted in items 3-9.

Motion to approve: Mike Hall

Second: Mike Antrim

Yes: Mike Antrim, Mike Hall, Julia Grimmer, LeAnne Zentz

No: None

Motion Determination: Passed

DIRECTOR'S REPORT

- The Ice Ribbon has officially opened for the season. Staff successfully launched several specialty skating opportunities, including Character Skates, Sensory Skate, and special holiday skates on Christmas Eve and New Year's Eve.
- Simon Moon Phase II construction remains on schedule.

- Park Street Construction Documentation is underway, and staff will be meeting with Park Street businesses to review documentation and provide updates.
- Parks and Recreation staff attended the Indiana Parks and Recreation Association (IPRA) Conference, gaining valuable professional development and industry insights.
- The Winter Market is scheduled to open on January 17th at Grand Junction Plaza.
- Spring programming is currently in the planning stage, with new offerings under development.
- The department is working to establish an internship partnership to provide opportunities for college students.
- Park Maintenance installed new speed limit signs along park trails to enhance safety.
- Holiday décor was installed throughout Grand Junction Plaza.
- Staff continues to manage snow removal and ice control operations at Grand Junction Plaza as weather conditions require.
- The department is developing a Trail Etiquette movable sign package policy to promote safe and courteous trail use.
- Parks and Recreation is assisting Westfield in Lights, supporting event operations and coordination.

OTHER BUSINESS

None

NEXT REGULAR MEETING

Wednesday, January 7, 2026 at 7:00PM

ADJOURNMENT

Madam President adjourned the meeting at 7:17PM

Motion to approve: Mike Hall

Second: Mike Antrim

Yes: Mike Hall, Julia Grimmer, LeAnne Zentz, Mike Antrim

No: None

Motion Determination: Passed

Julia Grimmer, President

Date

Terri Wolf, Secretary

Date

These minutes are a summary of actions taken at the City of Westfield Parks and Recreation Board Meeting. A full recording of the meeting is available for viewing at: [n-u.ULbtuLy-u.t-E-omlci.tYQtwestfie1din](https://www.indianaparksandrec.com/recordings/2026/01/07/2026-01-07-7-00-PM)

TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT AGREEMENT (the “**Agreement**”) is made and entered as of the _____ day of _____, 2026 (the “**Effective Date**”), by SOUTH OAK INDUSTRIAL PARK OWNERS ASSOCIATION, INC., an Indiana nonprofit corporation (“**Grantor**”), and the PARKS AND RECREATION BOARD, CITY OF WESTFIELD, INDIANA (“**Grantee**”).

Recitals:

A. Grantor is the owner of approximately 3.62 acres of real property situated in the City of Westfield, County of Hamilton, State of Indiana, described as 16505 Southpark Drive, Westfield, Indiana 46074, more specifically identified by legal description, attached hereto as Exhibit A and incorporated herein by reference (the “**Real Estate**”).

B. Grantee owns and maintains a linear park and alternative transportation corridor named the Monon Trail, abutting the east property line of the Real Estate.

C. The Parties (as defined herein) hereto desire to impose a permanent easement upon the Real Estate to permit the construction and use of a trail connection to the Monon Trail and, subject to the approval(s) of the Hamilton County Surveyor’s Office, handrails or fences on either side of the trail connection where it crosses the detention pond drainage outlet (the “**Infrastructure**”) on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises, the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, Grantor and Grantee hereby covenant and agree as follows:

Section 1. Definitions. For purposes hereof:

- (a) The term “**Party**” or “**Parties**” shall mean Grantor and Grantee.
- (b) The term “**Grantee**” shall mean the Parks and Recreation Board of the City of Westfield, Indiana, and any and all successors or assigns of such entity, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (c) The term “**Grantor**” shall mean South Oak Industrial Park Owners Association, Inc., and any and all successors or assigns of such entity, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

Section 2. Grant of Easement.

(a) Easement Area. The Parties agree and acknowledge that the Infrastructure to be installed on the Real Estate is intended to provide access to the Monon Trail. The Grantor hereby grants and conveys to Grantee an easement over and through the Real Estate depicted and legally described on Exhibit B, attached hereto and incorporated herein (the “**Easement Area**”) to permit the right to use the Easement Area for the purposes described in this Agreement (the “**Easement**”).

(b) Grant of Easement. Grantor hereby grants and conveys to Grantee perpetual, non-exclusive rights and Easement on, in, under, above, over, across and through the Easement Area for purposes of (i) providing and extending the Infrastructure and any ancillary facilities and installations required to support such Infrastructure connections; and (ii) clearing and maintaining the Easement Area in a manner that supports providing and extending the Infrastructure and any ancillary facilities and installations contemplated herein, and the use thereof. Grantor reserves the right to use and enjoy the Easement Area for purposes which are not inconsistent with the rights and privileges granted under this Agreement and the purposes of the Easement.

Section 3. Assumption of Liability; Indemnification. Grantee, its successors and assigns, assumes all risks, liabilities, obligations and responsibilities arising from or relating to the Easement Area and the Easement hereunder, including but not limited to any accidents, injuries, loss, or damage of or to any person or property. To the extent permitted by applicable law, Grantee agrees to indemnify and hold Grantor 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 Easement Area and Easement hereunder, except to the extent such accidents, injuries, loss, or damages are caused by Grantor’s negligence or willful misconduct. Grantee’s obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of Grantee (including but not limited to the terms of Indiana’s Tort Claims Act), so that Grantee’s obligations to indemnify and hold harmless hereunder shall not exceed what might have been Grantee’s liability to a claimant had Grantee been sued directly by the claimant and all appropriate defenses had been raised by Grantee. Grantee shall add the Easement Area to the Grantee’s trail inventory covered by Grantee’s umbrella insurance policy. Grantee shall maintain insurance coverage that is adequate, reasonable, and customary for municipal trails in Hamilton County, Indiana.

Section 4. Easement Area Maintenance Covenants.

(a) Duty to Maintain and Repair Easement Area. Upon Grantee’s completion of any work or activities in the Easement Area permitted by this Agreement, Grantee shall promptly restore any portion of the surface of the Easement Area and any other property disturbed or damaged as a result of any activities, use of or work performed in the Easement Area. The Easement Area shall be reasonably restored to the condition that existed thereon immediately prior to the commencement of such use, work or activities, to the extent reasonably practicable, including but not limited to repairing any damaged utilities, utility infrastructure, storm drainage infrastructure, and replacing any pavement, sidewalk, surface material, fencing, grass, ground cover, shrubs, underbrush, bushes, trees, landscaping, or similar vegetation growth. Notwithstanding anything contained herein to the contrary, the Parties may mutually agree in writing that the condition of the Easement Area will be restored to a different condition than

previously existed, so long as such condition conforms with applicable laws and regulatory requirements of governmental authorities.

(b) Ongoing Maintenance Responsibilities. Grantee shall maintain and keep the Easement Area in good repair and shall be responsible for all maintenance and repair of the Easement Area and the cost thereof, except to the extent the need for such maintenance and repair is caused by Grantor's negligence or willful misconduct.

Section 5. Remedies.

(a) Legal and Equitable Remedies. In the event of a breach or threatened breach by a Party of any of the terms, covenants, restrictions or conditions hereof, the other Party, 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.

(b) No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle a Party to cancel, rescind, or otherwise terminate this Agreement or the Easement created herein. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Party covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

Section 6. Miscellaneous.

(a) 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 actual costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(b) 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 Parties, evidenced by a document that has been fully executed and acknowledged by all such record Parties and recorded in the official records of the Recorder of Hamilton County, Indiana.

(c) Consents. Wherever in this Agreement the consent or approval of a Party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably conditioned, withheld or delayed. Any request for consent or approval shall: (i) be in writing and (ii) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

(d) 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.

(e) No Partnership or 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 partners or of joint venturers or of any other association between the Parties.

(f) Covenants to Run with Land. It is intended that each of the easements, covenants, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) Assignment. Grantee shall have the right to assign this Agreement, without Grantor's prior written consent, to an affiliated entity of Grantee, a series entity of Grantee, or an entity owned and/or controlled by, or under common control with, Grantee or its members, principals, managers, or partners. Grantee shall not have the right to assign this Agreement to any other entity without Grantor's prior written consent.

(h) Severability. Each provision of this Agreement and the application thereof to the Real Estate are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

(i) Time of Essence. Time is of the essence in this Agreement.

(j) Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded.

(k) 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. The notice addresses of Grantor and Grantee are as follows:

GRANTOR: South Oak Industrial Park Owners Association, Inc.
P.O. Box 26
Ketchum, OK 74349
Attn: Wayne L. Beverage

GRANTEE: City of Westfield
Parks and Recreation Board
Attn: Christopher McConnell,
Director of Parks and Recreation
2728 E. 171st Street
Westfield, IN 46074

With a copy to:

City of Westfield
Attn: Kaitlin Glazier,
Chief of Legal
2728 E. 171st Street
Westfield, IN 46074

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

(m) Counterparts. This Agreement may be executed in one or more counterparts and each fully-executed counterpart shall be deemed to be one original document.

(n) Covenants. Grantor hereby covenants that it is the owner in fee simple of the Real Estate, is lawfully seized thereof, and has authority to grant and convey the foregoing Easement.

[Remainder of this page intentionally left blank; signature pages follow.]

“GRANTEE”

PARKS AND RECREATION BOARD
CITY OF WESTFIELD, INDIANA

President

Printed: _____

Vice President

Printed: _____

Member

Printed: _____

Member

Printed: _____

Member

Printed: _____

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above parties, who having been duly sworn acknowledged the execution of the foregoing instrument.

SIGNATURE OF NOTARY PUBLIC

State of Indiana, County of Hamilton, SS:

Subscribed and Sworn before me this _____ day of _____, 2026.

Printed Name of Notary Public _____

My Commission Expires _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (Matthew S. Skelton)

This instrument was prepared by, and after recording return to, Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana, 46060

Exhibit A
THE "REAL ESTATE"

LEGAL DESCRIPTION

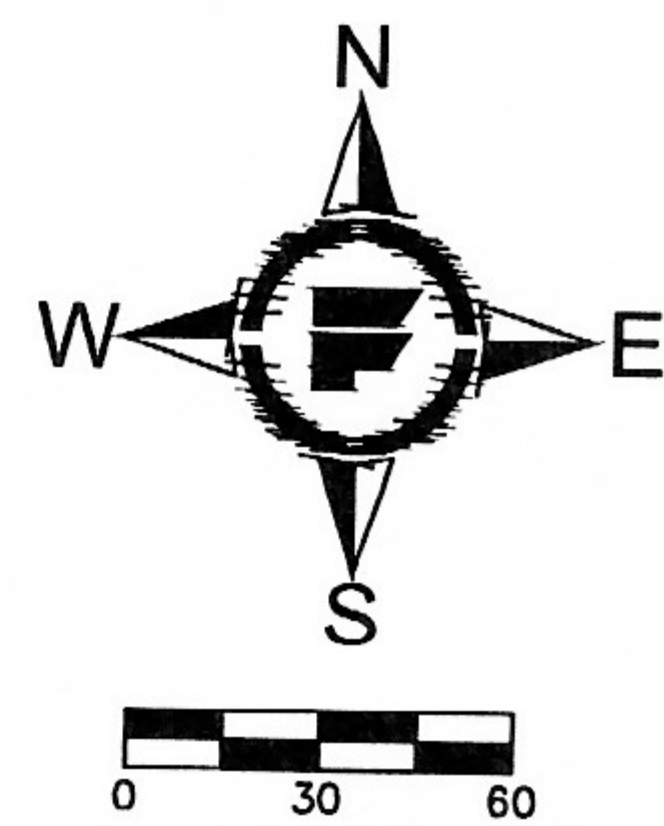
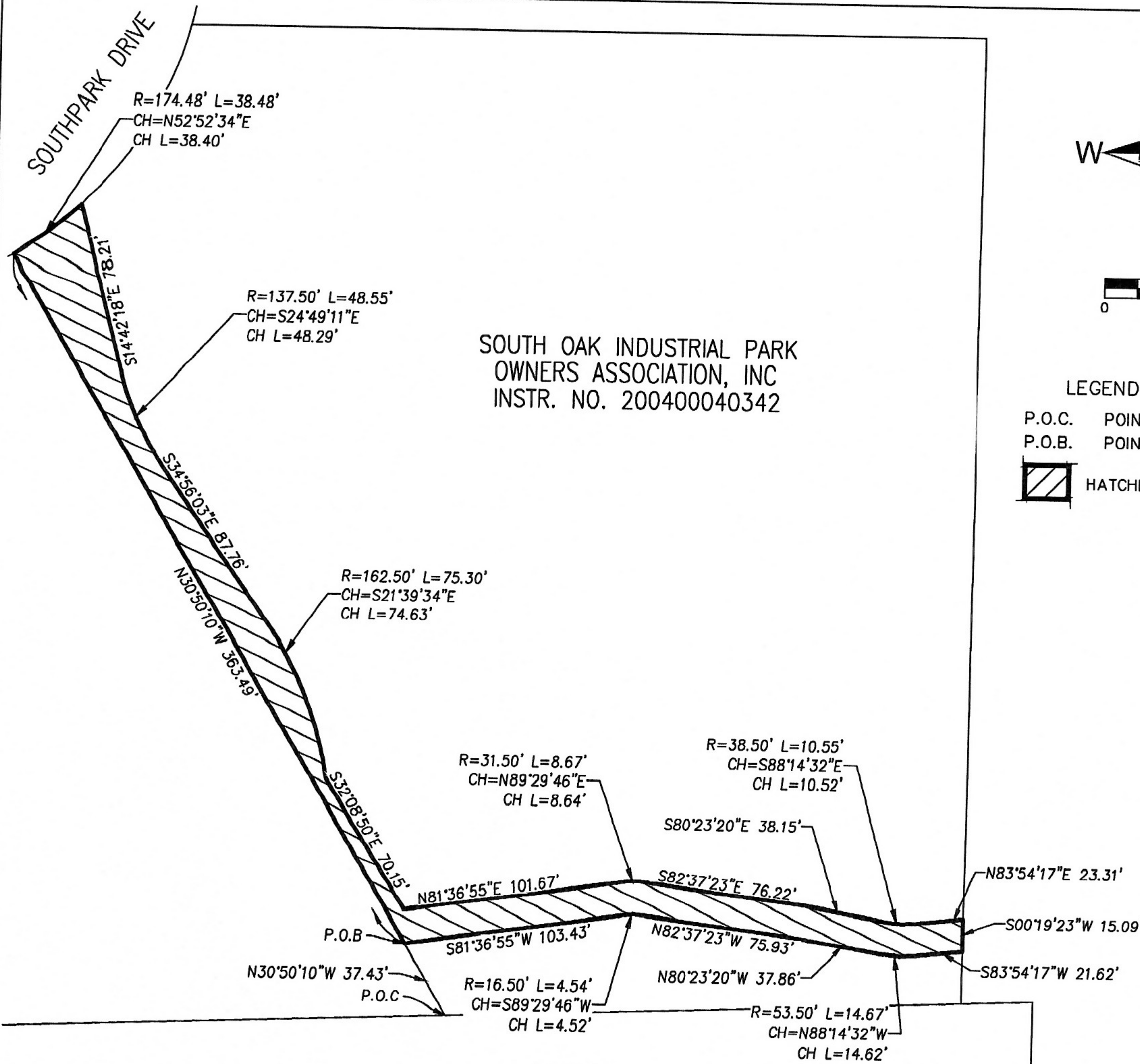
South Oak Industrial Park Owners Association, Inc

A part of the Northwest Quarter of Section 12, Township 18 North, Range 3 East, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 12, Township 18 North, Range 3 East, Hamilton County, Indiana; thence North 87 degrees 27 minutes 34 seconds East (assumed bearing) on the north line of said Northwest Quarter 2193.79 feet to the northeast corner of Southpark Drive, as described in Instrument No. 2004-8891 in the Office of the Recorder of Hamilton County, Indiana; thence the following three calls on the easterly lines of said Southpark Drive: 1.) South 00 degrees 19 minutes 06 seconds West 693.78 feet to a point on a tangent curve having a radius of 175.00 feet, the radius point of which bears North 89 degrees 40 minutes 54 seconds West; 2.) southerly on said curve an arc distance of 43.53 feet to the Point of Beginning of the herein described real estate; 3.) continuing southwesterly on said curve an arc distance of 136.20 feet to a point which bears South 30 degrees 50 minutes 10 seconds East from said radius point; thence South 30 degrees 50 minutes 10 seconds East on a non-tangent line 400.97 feet to a point on the prolongation of the north line of Ridgewood, Section Two, as recorded in Plat Book 6, Pages 75-77 in the Office of the Recorder of Hamilton County, Indiana; thence North 87 degrees 41 minutes 43 seconds East on said north line 236.36 feet to a point which is 33.00 feet west (as measured at right angles) of the east line of said Northwest Quarter; thence North 00 degrees 19 minutes 23 seconds East parallel with said east line 441.03 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said Point of Beginning; thence North 90 degrees 00 minutes 00 seconds West 364.51 feet to the Point of Beginning, containing 3.62 acres, more or less.

Exhibit B
THE "EASEMENT AREA"

The "Easement Area" exhibit appears on the following page of this Exhibit B.



SOUTH OAK INDUSTRIAL PARK
OWNERS ASSOCIATION, INC
INSTR. NO. 200400040342

LEGEND
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
[Hatched Box] HATCHED AREA OF EASEMENT

LAND DESCRIPTION OF
ACCESS EASEMENT

A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SOUTH OAK INDUSTRIAL PARK OWNERS ASSOCIATION, INC PARCEL AS RECORDED IN INSTRUMENT 200400040342; THENCE ALONG THE COMMON LINE BETWEEN SAID PARCEL AND JACM CAPITAL, INC AS RECORDED IN INSTRUMENT 2018033052 NORTH 30 DEGREES 50 MINUTES 10 SECONDS WEST (BASIS OF BEARINGS ARE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE) FOR A DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID COMMON LINE NORTH 30 DEGREES 50 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 363.49 FEET TO THE RIGHT OF WAY OF SOUTHPARK ROAD; THENCE ALONG SAID RIGHT OF WAY BEING A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 174.48 FEET WITH AN ARC LENGTH OF 38.48 FEET AND SUBTENDED BY A LONG CHORD BEARING OF NORTH 52 DEGREES 52 MINUTES 34 SECONDS EAST AND A DISTANCE OF 38.40 FEET; THENCE SOUTH 14 DEGREES 42 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 78.21 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 137.50 FEET WITH AN ARC LENGTH OF 48.55 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 24 DEGREES 49 MINUTES 11 SECONDS EAST AND A DISTANCE OF 48.29 FEET; THENCE SOUTH 34 DEGREES 56 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 87.76 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 162.50 FEET WITH AN ARC LENGTH OF 75.30 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 21 DEGREES 39 MINUTES 34 SECONDS EAST AND A DISTANCE OF 74.63 FEET; THENCE SOUTH 32 DEGREES 08 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 70.15 FEET; THENCE NORTH 81 DEGREES 36 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 101.67 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 31.50 FEET WITH AN ARC LENGTH OF 8.67 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 89 DEGREES 29 MINUTES 46 SECONDS EAST AND A DISTANCE OF 8.64 FEET; THENCE SOUTH 82 DEGREES 37 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 76.22 FEET; THENCE SOUTH 80 DEGREES 23 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 38.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 38.50 FEET WITH AN ARC LENGTH OF 10.55 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 88 DEGREES 14 MINUTES 32 SECONDS EAST AND A DISTANCE OF 10.52 FEET; THENCE NORTH 83 DEGREES 54 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 23.31 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 19 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 15.09 FEET; THENCE SOUTH 83 DEGREES 54 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 21.62 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 53.50 FEET WITH AN ARC LENGTH OF 14.67 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 88 DEGREES 14 MINUTES 32 SECONDS WEST AND A DISTANCE OF 14.62 FEET; THENCE NORTH 80 DEGREES 23 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 37.86 FEET; THENCE NORTH 82 DEGREES 37 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 75.93 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 16.50 FEET WITH AN ARC LENGTH OF 4.54 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 89 DEGREES 29 MINUTES 46 SECONDS WEST AND A DISTANCE OF 4.52 FEET; THENCE SOUTH 81 DEGREES 36 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 103.43 FEET TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES OF LAND, MORE OR LESS.

THIS DESCRIPTION PREPARED BY FOREFRONT SURVEYING AND ENGINEERING FOR KIMLEY HORN.

CERTIFIED THIS 25TH DAY OF SEPTEMBER, 2025

Andrew D. Baxter Jr.
ANDREW D. BAXTER JR.
PROFESSIONAL LAND SURVEYOR
INDIANA NO. 20400029



PREPARED FOR: KIMLEY HORN
JOB #: 24SE-104

FOREFRONT
SURVEYING + ENGINEERING

REV. NO.	DATE	REVISIONS	DRAWN BY: TD
			CHECKED BY: ABD
			DATE: 09/24/2025

PUBLIC ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This Public Access Easement and Maintenance Agreement ("**Agreement**") is executed as of the ____ day of January, 2026, by and between Union Square Multifamily Phase I LLC ("**Developer**") and the City of Westfield, Indiana ("**City**"); WITNESSES:

Recitals

WHEREAS, Developer is the fee owner of the Property;

WHEREAS, the City and Developer have executed a Park Impact Fee Credit Agreement;

WHEREAS, the Park Impact Fee Credit Agreement obligates Developer to construct the Plaza at Developer's sole expense and consistent with the City's Zone Improvement Plan, specifications in force at the time, and prescribed measure for construction of these types of improvements;

WHEREAS, Developer must maintain the Plaza and make the Plaza available to the public via a perpetual public access easement at no cost to the City; and

WHEREAS, the Parties desire to enter into this Agreement setting forth and memorializing the understandings and agreements of the Parties concerning maintenance of the Plaza and the required perpetual public access easement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Parties agree as follows:

1. **Definitions.**

Affiliate shall mean an affiliate of Developer, including, without limitation: (a) members or officers of Developer; (b) members or officers of a member or officer of Developer; (c) the principals of Developer; (d) any entity in which a person who fits within any of the categories set forth in clauses (a) - (c), or the parents, siblings, spouses, or children or such person, separately or in combination with: (i) any other person who fits within this clause; and/or (ii) one or more trusts described in the following clause; holds a material interest; and (d) any entity in which a trust established for the benefit of any person who fits within any of the categories set forth in clauses (a) - (c), or the parents, siblings, spouses, or children of such person, separately or in combination with: (i) any other person who fits within this clause; and/or (ii) one or more other trusts described in this clause; holds a material interest.

Beneficiaries shall mean, as applicable, Developer, the City, and/or the Public Beneficiaries.

Casualty Damage shall mean damage to, or destruction of, all or any portion of the Common Areas or the Public Improvements by fire or other casualty.

Casualty Insurance shall mean, with respect to the Common Areas and the Public Improvements, casualty insurance, the policy of which: (a) is issued by a reputable insurance company; and (b) provides coverage on a full replacement cost basis.

City shall mean the City of Westfield, Indiana.

Common Areas shall mean the Plaza and any additional common areas or facilities of the Property depicted in Exhibit B, including, without limitation, any depicted sidewalks, plazas, walkways, and breezeways.

Common Areas Access Easements shall mean the easements granted pursuant to Subsection 2(b).

Conveyance Instrument shall mean any agreement or instrument that conveys, transfers, grants, creates, assigns, or mortgages any interest in all or any portion of the Property.

Declaration shall mean that certain Amended and Restated Declaration (Union Square) dated September 9, 2025, and recorded as Instrument No. 2025038574 in the Recorder's Office, as amended by that certain First Amendment to Amended and Restated Declaration (Union Square) dated December 19, 2025, and recorded as Instrument No. 2025055473 in the Recorder's Office, as the same may be amended from time to time.

Development shall mean the residential planned development to be known as Union Square at Grand Junction PUD District City Ordinance No. 19-28, recorded as Instrument No. 2019051859 and City Ordinance No. 21-08, recorded as Instrument No. 2021034153 in the Recorder's Office.

Easements shall mean, collectively, the Pedestrian Access Easements, the Common Areas Access Easements, and the Public Improvements Easements.

Laws shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines; and (c) judicial orders, consents, and/or decrees.

Liability Insurance shall mean, with respect to the Common Areas and the Public Improvements, public liability insurance in such amounts as Developer, in the exercise of commercially reasonable judgment, deems to be appropriate for the purpose of insuring against liability for property damage or loss, personal injury, and loss of life occurring on, or in connection with the use or operation of, the Common Areas and Public Improvements, the policies of which shall name the City as an additional insured.

Garage shall mean the land and improvements described on Exhibit C.

Non-Payment Lien shall mean a lien against the Property in the amount of all delinquent Required Payments, together with the interest thereon.

Parties shall mean the City and Developer.

Parties in Interest shall mean, as applicable, the current and future mortgagees, grantees, successors, and assigns of Developer and the City.

Pedestrian Access Easements shall mean the easements granted pursuant to Subsection 2(a).

Plaza shall mean the public gathering space and connection to Grand Junction Plaza in and through the Development generally depicted in Exhibit B.

Property shall mean that certain real estate and improvements depicted and/or described on Exhibit A.

Public Beneficiaries shall mean members of the general public.

Public Improvements shall mean improvements located or to be located on the Common Areas from time to time. The initial Public Improvements are generally depicted in Exhibit B.

Public Improvements Easements shall mean the easements granted pursuant to Subsection 2(c).

Recorder's Office shall mean the Office of the Hamilton County Recorder.

Required Payments shall mean all amounts due from Developer to the City hereunder.

Restoration Plans shall mean plans and a schedule for repairing, restoring, and/or replacing all or any portion of the Common Areas or the Public Improvements, as the case may be, which plans and schedule shall reflect the goal of returning the entirety of the Common Areas and/or the Public Improvements, as the case may be, to service as soon as reasonably is possible.

Rules shall mean reasonable and customary rules and regulations concerning the use of the Common Areas and Public Improvements (including, without limitation, the hours during which the Common Areas and Public Improvements are open for use), which rules and regulations shall: (i) be established (and modified or amended, as applicable) by Developer; (ii) not be discriminatory, either by their terms or in the manner in which they are applied and enforced; (iii) be consistent in all respects with the terms and conditions of this Agreement; and (iv) be subject to the approval of the City, which approval shall not be unreasonably withheld.

2. Easements Grant. Subject to the terms and conditions of this Agreement, the easements set forth in this Section are declared, created, made, and reserved.

(a) **Pedestrian Access.** Perpetual, non-exclusive easements for the benefit of the Beneficiaries for the purpose of providing pedestrian access, ingress, and egress on, over, across, and through the Common Areas and the Public Improvements from and to the public sidewalks and rights-of-way and other pedestrian walkways adjacent to the Property.

(b) **Common Areas.** Perpetual, non-exclusive easements in favor of the Beneficiaries for the purpose of using the Common Areas, including but not limited to the Plaza, for their intended purposes.

(c) **Public Improvements.** Perpetual, non-exclusive easements in favor of the Beneficiaries for the purpose of using the Public Improvements for their intended purposes.

3. Nature and Effect.

(a) **Purpose.** The Easements are granted for the purposes set forth in Section 2, and for no other purposes whatsoever.

(b) **Binding Effect.** The Easements: (i) shall inure to the benefit of the applicable Beneficiaries and Parties in Interest; and (ii) together with the burdens thereof, shall: (A) run with and bind the Property, including the Common Areas and Public Improvements; and (B) bind Developer and the Parties in Interest.

(c) **Conveyance.** Each Conveyance Instrument shall be deemed: (i) (unless the Conveyance Instrument expressly states otherwise) to assign, as an appurtenance to the interest in any portion of the Property, the right to the use and benefit of the applicable Easements, regardless of whether the Conveyance Instrument expressly assigns such appurtenance and right; and (ii) to impose, as an encumbrance upon such interest, the burden and restriction of the applicable Easements, regardless of whether the Conveyance Instrument expressly imposes such encumbrance and restriction.

4. Use- Common Areas and Public Improvements.

(a) **Common Areas and Public Improvements.** The Common Areas and Public Improvements, including but not limited to the Plaza, shall be available to the Beneficiaries at all times: (i) for short-term use on a first-come, first-served basis, subject to the Rules;

and (ii) free of charge, unless the City consents in writing to, or requests in writing, the imposition of a fees or charges.

(b) **Pedestrian Areas.** At all times that the Common Areas and Public Improvements, including but not limited to the Plaza, are open, Developer shall provide sufficient and adequate lighting for the Common Areas and Public Improvements to afford convenient and safe pedestrian access, ingress, and egress from and to the public sidewalks and public amenities adjacent to or near the Property.

(c) **Developer's Use.** Notwithstanding anything to the contrary in this Agreement, Developer shall have the right to temporarily block or close, as reasonably necessary from time to time, the Public Improvements and the Common Areas to maintain, repair, and/or replace the Common Areas and/or Public Improvements; provided that Developer shall: (i) provide at least 30 days' prior written notice to the City of any proposed blocking or closure of the Public Improvements or the Common Areas that is reasonably expected to impair access to or use of the Public Improvements or the Common Areas in any material respect for more than two consecutive days, or such lesser notice as may be reasonable in the case of a genuine emergency that poses a threat to persons or property; and (ii) except if there is Casualty Damage as provided in Section 8, if such blocking or closure is reasonably expected to last for more than 30 consecutive days, at Developer's sole cost, relocate and/or replace the same, on a permanent or temporary basis, at Developer's election and as approved by the City, which approval shall not be unreasonably withheld.

5. Maintenance. Developer, at its cost, shall:

(a) maintain, repair, and replace the Common Areas and the Public Improvements, including but not limited to the Plaza, so that the same are in a good, working (as applicable), safe, sanitary, clean, and slightly condition suitable for providing the pedestrian access, ingress, and egress that they are intended to provide;

(b) otherwise operate, manage, use, maintain, and repair the Common Areas and the Public Improvements, including but not limited to the Plaza, so that the same: (i) remain in a sound condition; and (ii) are in a good, safe, working (as applicable), sanitary, clean, and slightly condition that complies with the Laws and the Rules; and

(c) pay, prior to delinquency but subject to contests in good faith and in accordance with Laws, all real estate taxes and assessments against the Property.

In connection with Subsections 5(a)-(b), Developer shall undertake routine and capital maintenance, repairs, and replacements as reasonably are necessary or appropriate; provided that, in all events such capital maintenance, repairs, and replacements shall be undertaken in accordance with a standard that is at least as high as the standards for maintenance by the City of similar public areas and public improvements.

6. Alterations. Subject to the Rules and the terms and conditions of the Declaration, Developer may make alterations or improvements to the Common Areas and/or the Public Improvements so long as such alterations or improvements will not: (a) have a materially adverse impact on the Garage, Common Areas, Public Improvements, and/or the use of the Garage, Common Areas and/or Public Improvements by the Beneficiaries as contemplated or permitted under this Agreement; or (b) materially impair the rights of the City or the Public Beneficiaries hereunder; provided that, with respect to any structural alteration: (i) Developer shall deliver notice to the City at least 45 days prior to the date on which work will begin on such structural alteration, which notice shall describe the proposed structural alteration with particularity; (ii) the City shall have 30 days within which to deliver written notice to Developer stating that, in the City's good-faith judgment, the proposed structural alteration will: (A) have a materially adverse impact on the Garage,

the Common Areas, the Public Improvements, and/or the use of the Garage, Common Areas, and/or Public Improvements by the Beneficiaries as contemplated or permitted under this Agreement; and/or (B) materially impair the rights of the City or the Public Beneficiaries hereunder, or materially reduce or impair the use and enjoyment of the Garage, Common Areas, and/or Public Improvements for the purposes for which they were constructed; and (C) if the City fails timely to deliver such a notice, then Developer may make the proposed structural alteration. Notwithstanding anything to the contrary set forth herein, actions taken by Developer to satisfy its maintenance obligations under Section 5 or as permitted under Subsection 4(c) shall not be deemed to be a violation of this Section.

7. Insurance. Developer shall procure and maintain Casualty Insurance and Liability Insurance. The policies of Casualty Insurance and Liability Insurance maintained by Developer shall contain a clause that the insurer will not cancel or change the insurance without first giving the City at least 30 days' prior notice, to the extent the same is commercially reasonably available. Upon request by the City from time to time, Developer shall deliver to the City certificates or other proof of Casualty Insurance and Liability Insurance.

8. Casualty Damage. If there is Casualty Damage, then, within 60 days after the occurrence thereof, Developer shall submit the Restoration Plans to the City for its approval, which approval shall not be withheld unreasonably. The City shall have 45 days within which to deliver to Developer written notice of approval or rejection of the Restoration Plans; provided that, in the case of a rejection, such written notice shall state the reason for the rejection with reasonable specificity. This process shall continue until such time as the Restoration Plans have been approved by the City. Upon approval of the Restoration Plans, Developer shall: (a) undertake the repair, restoration, and/or replacement of the Common Areas and/or the Public Improvements, as the case may be, in accordance with the Restoration Plans so that upon completion, the Common Areas and/or the Public Improvements, as the case may be: (i) is in substantially the same (or better) condition as before the Casualty Damage; and (ii) otherwise is in a good, safe, structurally sound, sanitary, clean, and sightly condition that complies with the Laws and the terms and conditions of this Agreement; and (b) pay all costs and expenses in connection with completing such repairs, restorations, and/or replacements so that the Common Areas and/or the Public Improvements as the case may be, is free and clear of all claims and liens resulting therefrom.

9. Remedies.

If, in the City's reasonable discretion, Developer fails to comply with the terms of this Agreement, including maintaining the Common Areas and Public Improvements pursuant to the terms and conditions of this Agreement (each, a "Default"), and such Default is not cured within thirty (30) days after written notice from the City specifying such Default (provided that if the nature of the Default is such that it cannot be cured within such 30-day period, Developer will have additional time to cure as long as Developer continues such cure and diligently prosecutes the same to completion within a reasonable amount of time), the City may, after the expiration of all notice and cure periods, and upon at least 48 hours' prior written notice to Developer, enter the Common Areas and/or Public Improvements and perform the necessary maintenance or repairs to cure the Default. The amount and type of maintenance or repairs necessary to cure the Default shall be determined by the City, in its reasonable discretion. If the City cures a Default, Developer shall reimburse the City for all costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) incurred in connection with curing the Default within thirty (30) days after receipt of an invoice therefor together with documentation supporting the expenditures made.

If there are delinquent Required Payments pursuant to this Section, then: (i) the amount of the delinquent Required Payments shall bear interest at 10% per annum; (ii) the City may record a Non-Payment Lien; provided that all Non-Payment Liens shall be subordinate to any prior mortgage of record against the Property held by a mortgagee that is not an Affiliate; (iii) the City may: (A) collect the delinquent Required Payments, and the accrued interest thereon, by any action at law or in equity; and/or (B) if applicable, foreclose the Non-Payment Lien; and (iv) within 30 days after receipt of a written invoice, Developer shall reimburse the City for all costs and expenses (including, without limitation, reasonable

attorneys' fees and legal costs) incurred by the City in connection with: (A) collecting the Required Payments, and the accrued interest thereon; and (B) if applicable, foreclosing the Non-Payment Lien.

Upon the request of Developer or any mortgagee of the Property, the City shall furnish information, in form and substance reasonably satisfactory to the City and Developer or such mortgagee, as the case may be, regarding any delinquent Required Payments, the accrued interest thereon, and any existing Non-Payment Liens; provided that Developer shall pay or reimburse the City for all reasonable, out-of-pocket costs incurred in connection with the City's furnishing such information, including, without limitation, reasonable attorneys' fees.

This Agreement does not impose any obligation or liability on any mortgagee until the mortgagee's interest in the Property ripens into fee simple ownership, and a mortgagee shall be liable for, and obligated to pay, only the Required Payments after the date on which: (i) such mortgagee's interest in the Property ripens into fee simple ownership; or (ii) such mortgagee assumes possession of the Property; whichever occurs first.

Notwithstanding the above, in the event of a Default, the City retains the right to institute an action at law or in equity, enjoin the non-compliance by Developer through an action at law or in equity, require specific performance to enforce compliance by Developer, and take any other action permitted by law.

10. Enforcement. No member of the public or any other person or entity shall be deemed to be a third-party beneficiary of this Agreement. Notwithstanding the terms and conditions of Section 9, no person or entity other than the City shall have the right to: (a) enforce the obligations of Developer under this Agreement with respect to the Easements, the Common Areas, or the Public Improvements; or (b) make a claim under this Agreement against Developer with respect to the Easements, the Common Areas, or the Public Improvements.

11. Amendments. This Agreement may only be amended, altered, or modified if such amendment, alteration, or modification is executed by the City and Developer and recorded in the Recorder's Office. Amendments that are executed and recorded as permitted by this Section shall bind all of the Beneficiaries and Parties in Interest, and no Beneficiary or Party in Interest shall have the right or power to prohibit any such amendment.

12. Assignment. Developer shall not assign any of its obligations under this Agreement without the consent of the City. Notwithstanding the foregoing: (a) a deemed assignment of this Agreement pursuant to Subsection 3(c) as a result of the execution and delivery of a Conveyance Instrument shall not: (i) require the consent of the City; or (ii) be prohibited by this Section; and (b) Developer may delegate its obligations to a property manager or operator, pursuant to a management agreement or operating agreement that is consistent with the terms and conditions of this Agreement in all respects; provided that such delegation shall not relieve or release Developer from responsibility or liability for the performance of its obligations hereunder. Except as expressly permitted in this Section, any assignment of obligations purported to be made by Developer shall be null, void, and of no force or effect. The City shall not assign this Agreement or any of its rights or obligations hereunder without the prior consent of Developer; provided that the City may assign this Agreement to another department or agency of the City, without the prior written approval of Developer.

13. Notice. Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to 2728 East 171st Street, Westfield, Indiana 46074, Attn: Director of Parks and Recreation, with a copy to: 2728 East 171st Street, Westfield, Indiana 46074, Attn: Legal Department; and to Developer at 525 North End Drive, Suite 100, Carmel, Indiana 46032 Attn: Justin Moffett, with a copy to: Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282 Attn: Blake J. Schulz. Upon a conveyance of all or any portion of

the Property, the notice address for the owner of such portion shall be the address of record for such portion with the Hamilton County Treasurer.

14. Authority. Each undersigned person executing this Agreement on behalf of Developer and the City represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of Developer and the City, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by the City and Developer, respectively.

15. Miscellaneous. This Agreement: (a) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument; and (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. The City and Developer waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may be modified, amended, or revised only by a written agreement signed by each of the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. The section headings shall not be considered in any way to affect the interpretation of this Agreement. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

16. Nondiscrimination. Developer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, Developer and the City have executed this Agreement as of the date first set forth above.

DEVELOPER:

**UNION SQUARE MULTIFAMILY PHASE I
LLC**, a Delaware limited liability company

By: Union Square Plaza LLC, an Indiana limited liability company, its Manager

By: Old Town Companies L.L.C., an Indiana limited liability company, its Manager

By: *Justin Moffett*
Justin Moffett, its Manager

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Justin Moffett, the Manager of Old Town Companies L.L.C., an Indiana limited liability company, the Manager of Union Square Plaza LLC, an Indiana limited liability company, the Manager of Union Square Multifamily Phase I LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Public Access Easement and Maintenance Agreement on behalf of such entity.

WITNESS my hand and Notarial Seal this 20th day of January, 2026.



By: *Casey Contos*
Notary Public

Printed Name: Casey Contos

I am a resident of Madison County, Indiana.

My commission expires 4/30/31.

THE CITY:

THE CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of the City of Westfield, Indiana who acknowledged the execution of the foregoing Public Access Easement and Maintenance Agreement on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of January, 2026.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

Return following recording to: 2728 East 171st Street, Westfield, Indiana 46074, Attn: Director of Parks and Recreation.

This instrument was prepared by Kaitlin Glazier; Chief of Legal; City of Westfield, Indiana. 2728 East 171st Street, Westfield, Indiana 46074.

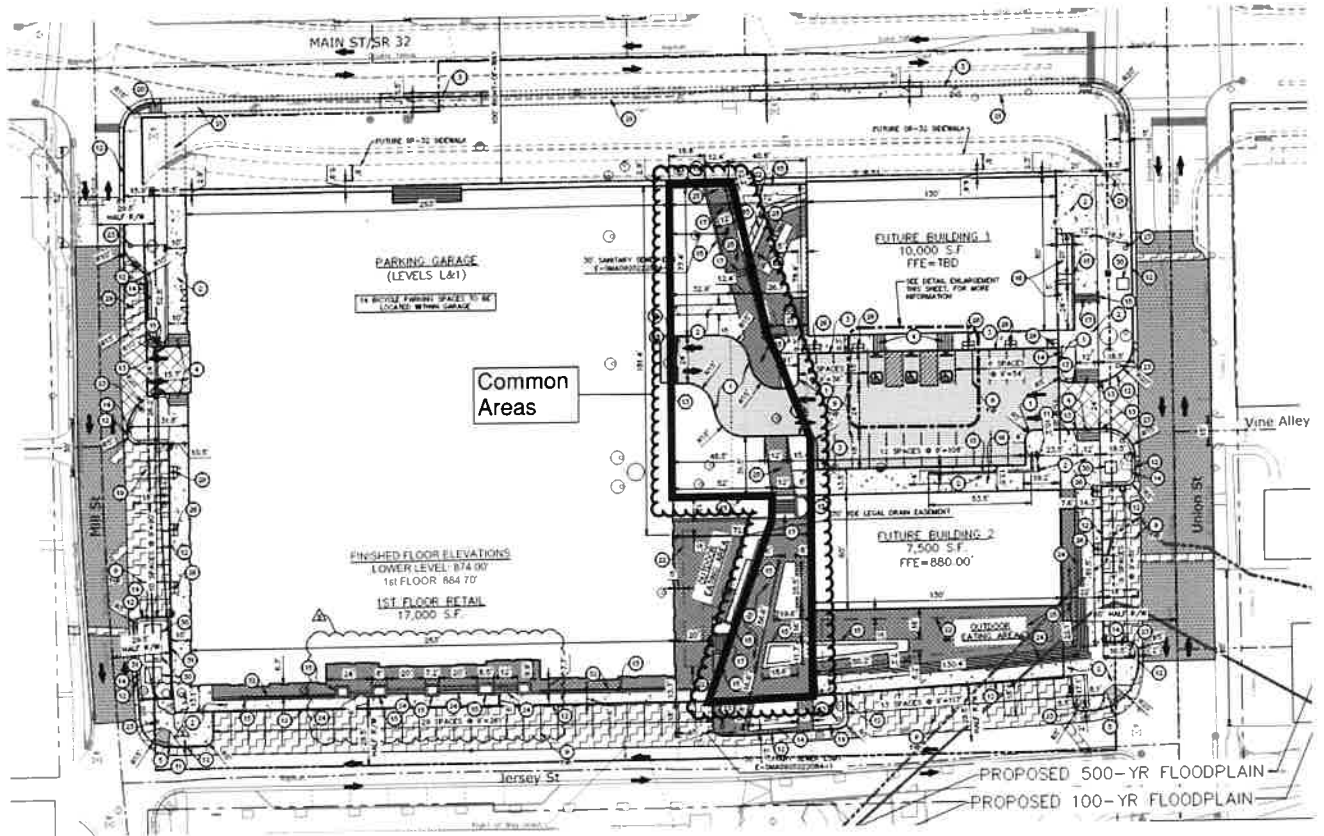
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Kaitlin Glazier.*

EXHIBIT A

Property

The Common Area, Retail Lot, and Apartment Lot in Union Square at Grand Junction Multi-Use Building as per Plat thereof recorded June 11, 2025, as Instrument No. 2025022854, in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B
Common Areas



* Common Areas outlined in Bold

EXHIBIT C

Garage

GARAGE LOT IN UNION SQUARE AT GRAND JUNCTION MULTI-USE BUILDING AS PER PLAT THEREOF RECORDED JUNE 11, 2025, AS INSTRUMENT NO. 2025022854 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Attachment

As stated in Paragraph C. Amendment, and Section 23, Entire Agreement of the agreement between H & N Outdoor Services, LLC and the City of Westfield dated January 6th, 2025, this agreement is being modified to include the attached “Revised High Profile Site Spreadsheet”.

Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

Additions:

- Services for 6 New RABs - \$22,300.00
- Flower Bed Care Occurrences Increase from 6 to 12 - \$15,000.00
- Additional Janitorial Materials - \$3,600.00

Total Increase= \$40,900.00

Adjusted Annual Contract Amount-\$513,249.80

To be paid in 10 monthly payments of \$51,324.98 beginning in February 2026

Contracting Party:
City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:
H & N Landscape Services, LLC
PO Box 206
Sheridan IN, 46069

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	Site Spread Sheet																
2	Number of Occurrences																
3	Location	Mow Acreage	Mowing	Pre-Emergent	Post-Emergent	Bed Fert	Turf Apps	Spring Cleanup	Fall Cleanup	Edge Beds & T/R	Mulch	Shrub Pruning	Trail Cut Back	Trail Spray	Trash Removal	# of Cans	Restroom Cleaning
4	151st and Carey Rd. RAB	0.14	26	1	12	1	3	1	1	1	1	1					
5	151st and Cool Creek Circle RAB	0.1	26	1	12	1	3	1	1	1	1	1					
6	151st and Market Center RAB	0.51	26	1	12	1	3	1	1	1	1	1					
7	151st and Westfield Blvd. RAB	0.04	26	1	12	1	3	1	1	1	1	1					
8	156th and Spring Mill RAB	1.12	26	1	12	1	3	1	1	1	1	1					
9	161st and Carey RAB	1.73	26	1	12	1	3	1	1	1	1	1					
10	161st and Oak Rd RAB	1.1	26	1	12	1	3	1	1	1	1	1					
11	161st and Oak Ridge RAB	0.73	26	1	12	1	3	1	1	1	1	1					
12	161st and US31	3.52	26	1	12		3	1	1	1	1	1					
13	169th and Springmill Rd RAB	0		1	12	1		1	1	1	1	1					
14	169th @ US31	0.8	18		12	1	3	1	1	1	1	1					
15	181st perimeter trail	1.41	26	1	12	1	3	1	1	1	1	1					
16	186th and Grand Park Blvd RAB	1.03	26	1	12	1	3	1	1	1	1	1					
17	191st and East Street RAB	0		1	12	1		1	1	1	1	1					
18	191st and Thomlinson RAB	3.8	26	1	12	1	3	1	1	1	1	1					
19	Anti-Slave Cemetery	1.03	18				3	1	1								
20	Armstrong Park	14.25	26				3								104	2	
21	Asa Bales Park	6.68	26	1	12	1	3	1	1	1	1	2	2		160	10	160
22	Chad Hittle Dr	2.33	18	1	12		3	1	1	1	1						
23	City Hall	0.5	26	1	12	1	3	1	1	1	1	2			52	1	
24	City Service Center	2.44	26	1	12	1	3	1	1	1	1	2					
25	Cool Creek Trail	0.27	26				3										
26	Ditch and 151st RAB	0		1	12	1		1	1	1	1	1					
27	Ditch and Casey Rd RAB	0.11	26	1	12	1	3	1	1	1	1	1					
28	Ditch and Sommerville RAB	0.12	26	1	12	1	3	1	1	1	1	1					
29	East Street 191st to 196th	7.99	18	1	12		3	1	1	1	1						
30	Freedom Trail Park	13.25	26	1	12	1	3	1	1	1	1	2	2	4	180	6	
31	Grand Park Blvd and Wheeler RD RAB	1.41	26	1	12	1	3	1	1	1	1	2					
32	Greyhound Pass Trail Head	0.66	26	1	12	1	3	1	1	1	1	2		4	180	1	
33	Hadley Park	0.03	26	1	12	1	3	1	1	1	1	2			104	4	
34	Liberty Park	0.66	26	1	12		3	1	1	1	1		2				
35	Midland Trail	2.63	26	1	12	1	3	1	1	1	1	2	2	4	180	5	
36	Monon Trail	9	26	1	12	1	3	1	1	1	1	2	2	4	180	11	180
37	Natalie Wheeler Trail	3.5	26	1	12	1	3	1	1				2	4	104	3	
38	Old Friends Cemetery Park	0.6	26	1	12	1	3	1	1	1	1	2			180	2	
39	Quaker Park	3.26	26	1	12	1	3	1	1	1	1	2			312	15	312
40	Redman Park	0.27	26	1	12	1	3	1	1	1	1	1		4			
41	Simon Moon Park	7.9	26	1	12	1	3	1	1	1	1	2			180	2	180
42	South Union Street	0.02	26	1	12	1	3	1	1	1	1						
43	SR32	13	26	1	12	1	3	1	1	1	1	2					
44	Sun Park Drive	0.16	26	1	12		3	1	1	1	1						
45	Wheeler Rd	7	26	1	12		3	1	1	1	1						
46	Grand Junction (Janitorial Only)	1.23	26	1	12	1	3	1	1	1	1	2			312	6	312
47	Raymond Worth Park														108		
48	US 31 Trash														9		
49	Thoroughfare Clean-up														2		
50																	
51																	
52	TOTAL	116.33	1008	40	480	34	120	41	41	39	39	47	12		2347	68	1144