



**CITY OF WESTFIELD, IN**  
**Board of Public Works Meeting Agenda**

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**BOARD OR COMMISSION:** Board of Public Works Meeting

**MEETING DATE:** Friday, March 6, 2026 at 10:30 AM

**MEETING PLACE:** Westfield City Hall- Assembly Room

**THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF BOARD OF PUBLIC WORKS**

Nick Barbknecht, President | Mayor Appointed | 1-year term | 1/1/26-12/31/26

Nick Snoply, Board Member/Mayor Appointed/1-year term 1/1/26 - 12/31/26

Mayor Scott Willis, Board Member | Mayor | 4-year term | 1/1/24-12/31/27

**OPENING OF REGULAR MEETING**

Note the presence of a quorum

**RESOLUTIONS**

**Action Item #1:**

- Resolution #26-113: A Resolution of the City of Westfield Board of Public Works & Safety Approving a Project Easement for the Grand On Main Project

**ADJOURNMENT**

**RESOLUTION NO. 26-113**

**A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY APPROVING A PROJECT EASEMENT FOR THE GRAND ON MAIN PROJECT**

**WHEREAS**, the City of Westfield, Indiana (“City”) is an Indiana municipal corporation;

**WHEREAS**, the Board of Public Works and Safety (“Board”) of the City holds real property of the City pursuant to Ind. Code § 36-9-6-3;

**WHEREAS**, Downtown Westfield Community Development Corporation (“DWCDC”) is an Indiana nonprofit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code;

**WHEREAS**, DWCDC owns certain real estate generally located at the southeast corner of Main Street/SR 32 and Westfield Boulevard, as more particularly depicted on Exhibit A (“Property”);

**WHEREAS**, Jersey 32 LLC and/or its affiliate (“Developer”) has entered into a Project Agreement (Jersey Street) with the City of Westfield Redevelopment Commission (“RDC”) dated November 7, 2025 (the “Project Agreement”), pursuant to which DWCDC is to convey the Property to the Developer, and the Developer is to construct a certain mixed-use project on the Property, as more particularly described in the Project Agreement (the “Project”);

**WHEREAS**, the Project includes, among other things, a structured parking facility with parking spaces for the general public, a public plaza, and public artwork, as more particularly set forth in the Project Agreement (collectively, the “Public Improvements”);

**WHEREAS**, the Project Agreement requires the Developer to execute and record against the Property a project easement agreement with the City and the RDC, pursuant to which the Developer shall grant to the City and the RDC easements for the benefit of the general public in and to the Public Improvements for the purposes for which they are constructed;

**WHEREAS**, the City has determined that it is now in the best interests of the City and its residents to enter into a project easement agreement with the Developer and the

RDC pursuant to the terms and conditions of the Project Easement Agreement, a substantially final version of which is attached hereto as Exhibit B and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Public Works and Safety of the City of Westfield that:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. The Board hereby finds and determines that obtaining easements from the Developer over the Property and the Public Improvements is in the best interests of the City and its citizens. The Board hereby approves the proposed Project Easement Agreement among the City, the RDC, and the Developer in substantially the form attached hereto as Exhibit B, with such changes thereto as the Mayor may approve, such approval to be conclusively evidenced by the Mayor's execution thereof.

Section 3. The City will execute and deliver such other agreements, instruments, certificates, and other documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the Project Easement Agreement.

Section 4. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the City shall be in a form approved by, and satisfactory to, the Board President and the Mayor, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the Board President and/or Mayor.

Section 5. The Board President and/or Mayor are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the City. The Board members, Mayor, and Clerk-Treasurer are further authorized to take all other lawful actions necessary in connection with the Project Easement Agreement and the other matters contemplated by this Resolution.

Section 6. This Resolution is effective upon passage.

ADOPTED and PASSED this \_\_\_\_ day of \_\_\_\_\_, 2026.

BOARD OF PUBLIC WORKS AND SAFETY,

CITY OF WESTFIELD, INDIANA

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President Nick Barbknecht

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Mayor Scott A. Willis

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Nick Snoply

Attest: \_\_\_\_\_

## EXHIBIT A

### The Owner Parcels

#### LEGAL DESCRIPTION OF THE REAL ESTATE

##### Parcel 1:

Part of the Northeast Quarter of Section One (1), Township Eighteen (18) North, Range Three (3) East, described as follows:

Beginning Ten (10) feet west of the Northwest corner of the East half of the Northeast Quarter of Section One (1), Township Eighteen (18) North, Range Three (3) East, running thence South eleven (11) rods and three and one half (3-1/2) feet, thence West five (5) rods and six (6) feet, thence North eleven (11) rods and three and one half (3-1/2) feet, thence East five (5) rods and six (6) feet to the place of beginning, in Hamilton County, Indiana. Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Beginning Ten (10) feet West of the Northwest corner of the East half of the Northeast Quarter of Section One (the foregoing portion of this exception description beginning with the words "Beginning Ten" is quoted from Instrument 2012029929), which point of beginning is the Northeast corner of the Grantor's land; thence South 01 degree 03 minutes 01 second East 152.86 feet along the East line of the Grantor's land; thence South 58 degrees 18 minutes 43 seconds West 61.49 feet to the South line of the Grantor's land; thence South 89 degrees 49 minutes 31 seconds West 35.59 feet along said South line to the Southwest corner of the Grantor's land; thence North 01 degree 03 minutes 01 second West 185.00 feet along the West line of the Grantor's land to the North line of said Section and the Northwest corner of the Grantor's land; thence North 89 degrees 49 minutes 31 seconds East 88.50 feet along said North line to the point of beginning and containing 0.356 acres, more or less. Containing 0.020 acres, more or less, after said exception. All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

##### Parcel 2:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 49 minutes 31 seconds West 1,211.43 feet along the North line of said Quarter Section to the Northwest corner of the property described in Instrument # 8415404; thence South 1

degree 03 minutes 01 second East 25.01 feet to a point on the Southern boundary of State Road 32, which point is the point of beginning of this description; thence continuing South 1 degree 03 minutes 01 second East 158.98 feet to the North line of the property described in Instrument # 9423520; thence South 86 degrees 55 minutes 26 seconds West 20.09 feet along said line to the East line of a parcel of land described in Instrument # 200400072336; thence North 1 degree 03 minutes 01 second West 160.00 feet along said line to said Southern boundary of State Road 32; thence North 89 degrees 49 minutes 33 seconds East 20.08 feet along said boundary to the point of beginning and containing 0.074 acres, more or less.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 49 minutes 31 seconds West 1,211.43 feet along the North line of said Quarter Section to the Northwest corner of the property described in Instrument # 8415404; thence South 1 degree 03 minutes 01 second East 25.01 feet to the Northeast corner of the Grantor's land and the point of beginning of this description: thence continuing South 01 degree 03 minutes 01 second East 115.66 feet along the East line of the Grantor's land; thence South 58 degrees 18 minutes 43 seconds West 23.33 feet to the West line of the Grantor's land; thence North 01 degree 03 minutes 01 second West 127.85 feet along said West line to the Northwest corner of the Grantor's land; thence North 89 degrees 49 minutes 33 seconds East 20.08 feet along the North line of the Grantor's land to the point of beginning and containing 0.056 acres, more or less.

Containing 0.018 acres, more or less, after said exception.

Bearings based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 3:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 49 minutes 31 seconds West 1,109.98 feet (1110.43 feet deduced from Instrument # 9119855) along the North line of said Quarter Section to the West line of the parcel of land described in Instrument # 9119855; thence South 1 degree 05 minutes 05 seconds East 25.01 feet along said West line to the Southern boundary of State Road 32, which point is the point of beginning of this description; thence continuing along said West line South 1 degree 05 minutes 05 seconds East 140.69 feet; thence South 89 degrees 49 minutes 31

seconds West 3.00 feet; thence South 1 degree 14 minutes 25 seconds East 18.29 feet to the common North line of two parcels of land described in Deed Record 345, Pg. 430 & Instrument # 9423520; thence South 89 degrees 49 minutes 30 seconds West 98.61 feet along said common North line to the West line of said Grantor's land; thence North 1 degree 03 minutes 01 second West 158.98 feet along said line to said Southern boundary of State Road 32; thence North 89 degrees 49 minutes 33 seconds East 101.47 feet along said boundary to the point of beginning and containing 0.369 acres, more or less.

Excepting therefrom: A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 49 minutes 31 seconds West 1,109.98 feet (1110.43 feet deduced from Instrument # 9119855) along the North line of said Quarter Section to the West line of the parcel of land described in Instrument # 9119855; thence South 01 degree 05 minutes 05 seconds East 25.01 feet along said West line to the Northeast corner of the

Grantor's land and the point of beginning of this description: thence continuing South 01 degree 05 minutes 05 seconds East 54.14 feet along the East line of the Grantor's land; thence South 89 degrees 49 minutes 30 seconds West 0.24 feet to point "30315" designated on said Parcel Plat; thence South 58 degrees 18 minutes 43 seconds West 117.67 feet to the West line of the Grantor's land; thence North 01 degree 03 minutes 01 second West 115.66 feet along said West line to the Northwest corner of the Grantor's land; thence North 89 degrees 49 minutes 33 seconds East 101.47 feet along the North line of the Grantor's land to the point of beginning and containing 0.198 acres, more or less.

Containing 0.171 acres, more or less, after said exception.

Bearings based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 4:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, being bounded as follows:

Beginning at a point on the North line of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, said point of beginning being South 89 degrees 22 minutes 32 seconds West (assumed bearing) 1,010.50 feet from the Northeast corner of said Northeast Quarter; thence South 01 degree 41 minutes 24 seconds East 132.00 feet parallel with the East line of Abel Doan's Addition to Westfield (Deed Record 49, Pages 516-518); thence North 89 degrees 22 minutes 32 seconds East 4.00 feet parallel with the North line of said Northeast Quarter; thence South 01 degree 41 minutes 24 seconds East 62.21 feet parallel with the East line of Abel Doan's Addition to Westfield; thence South 89 degrees 22 minutes 32 seconds West 103.93 feet parallel with the North line of said Northeast

Quarter; thence North 01 degree 41 minutes 24 seconds West approximately 10.00 feet parallel with the East line of Abel Doan's Addition to Westfield to the South side of an existing barn; thence due West approximately 3.0 feet along the South side of the existing barn to the Southwest corner of said barn; then due North approximately 18.5 feet along the West side of the existing barn to its Northwest corner; thence due East approximately 3.0 feet along the North side of said barn to the West edge of the existing driveway; thence due North approximately 165.71 feet along the West edge of the existing driveway to the North line of said Northeast Quarter; thence North 89 degrees 22 minutes 32 seconds East approximately 99.93 feet along the North line of said Northeast Quarter to the point of beginning.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Beginning at a point on the North line of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, said point of beginning being South 89 degrees 22 minutes 32 seconds West (assumed bearing) 1,010.50 feet from the Northeast corner of said Northeast Quarter (the foregoing portion of this exception description beginning with the words "Beginning at" is quoted from Instrument 2012029907): thence South 01 degree 02 minutes 42 seconds East 79.15 feet along the east line of the Grantor's land; thence South 89 degrees 49 minutes 30 seconds West 99.88 feet to the west line of the Grantor's land; thence North 01 degree 05 minutes 05 seconds West 79.15 feet along said west line to the North line of said Section and the Northwest corner of the Grantor's land; thence North 89 degrees 49 minutes 31 seconds East 99.93 feet along said North line to the point of beginning and containing 0.182 acres, more or less.

Containing 0.270 acres, more or less, after said exception

All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 5:

Part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, as follows: Begin 61 rods, 4 feet west of the Northeast corner of Section 1, and run East 60 feet; South 132 feet; West 60 feet; North 132 feet to the place of beginning.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Begin 61 rods, 4 feet West of the Northeast corner of Section 1 (the foregoing portion of this exception description beginning with the words "Begin 61 rods, 4 feet" is quoted from Instrument 2013043800), which point of beginning is the Northeast corner of the Grantor's land; thence South 00 degrees 10 minutes 29 seconds East 79.14 feet along the East line of the Grantor's land; thence South 89 degrees 49 minutes 30 seconds West 58.80 feet to the West line of the Grantor's land; thence North 01 degree 02 minutes 42 seconds West 79.15 feet along said West line to the North line of said Section and the Northwest corner of the Grantor's land; thence North 89 degrees 49 minutes 31 seconds East 60.00 feet along said North line to the point of beginning and containing 0.108 acres, more or less.

Containing 0.071 acres, more or less, after said exception.

All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 6 and 7:

Begin 57 rods 10 feet West of the Northeast corner of Section 1, Township 18 North, Range 3 East, and run thence East 57.19 feet, South 8 rods, West 57.19 feet, North 8 rods to the place of beginning.

Also, commencing 1006.74 feet West and 184 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, running East 109.6 feet; thence North 11½ degrees West 52 feet; thence West 109.06 feet, thence South 11½ degrees East 52 feet to the place of beginning in Hamilton County, Indiana.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Begin 57 rods 10 feet West of the Northeast corner of Section 1 (the foregoing portion of this exception description beginning with the words "Begin 57 rods 10 feet" is quoted from Instrument 2012082495), which point of beginning is the Northwest corner of the Grantor's land; thence North 89 degrees 49 minutes 31 seconds East 57.19 feet along the North line of said Section to the Northeast corner of the Grantor's land; thence South 00 degrees 00 minutes 20 seconds West 79.14 feet along the East line of the Grantor's land; thence South 89 degrees 49 minutes 30 seconds West 56.94 feet to the West line of the Grantor's land thence North 00 degrees 10 minutes 29 seconds West 79.14 feet along said West line to the point of beginning and containing 0.104 acres, more or less.

Containing 0.551 acres, more or less, after said exception.

All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 8:

A part of the Northeast Quarter Section 1, Township 18 North, Range 3 East, described as follows:

Begin at a point 794.31 feet West of the Northeast corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence West 99.0 feet to a point; thence South 255.6 feet to an iron stake; thence East 148.4 feet to an iron stake (said stake being on the West line of Roberts Addition to the Town of Westfield); thence North on and along the West line of Roberts Addition 66.0 feet to an iron stake and an old corner post; thence West 49.0 feet to an iron stake and an old corner post, 188.7 feet South of the place of beginning; thence North 188.7 feet to the place of beginning.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the Grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Begin at a point 794.31 feet West of the Northeast corner of the Northeast Quarter of Section 1 (the foregoing portion of this exception description beginning with the words "Begin at a point" is quoted from Instrument 2012082495), which point of beginning is the Northeast corner of the Grantor's land; thence South 00 degrees 12 minutes 40 seconds East 79.14 feet along the East line of the Grantor's land to point "43601" designated on said Parcel Plat; thence South 89 degrees 49 minutes 30 seconds West 98.85 feet to the west line of the Grantor's land; thence North 00 degrees 00 minutes 20 seconds East 79.14 feet along said West line to the North line of said Section and the Northwest corner of the Grantor's land; thence North 89 degrees 49 minutes 31 seconds East 98.55 feet (99.0 feet by said Instrument 2012082495) along said North line to the point of beginning and containing 0.179 acres, more or less.

Containing 0.476 acres, more or less, after said exception.

All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 9:

Lot Numbered Three (3) in Robert's Addition in the Town, now City of Westfield, in Hamilton County, Indiana, as per plat thereof, recorded March 3, 1884, in Deed Record 39, Page 433, in the Office of the Recorder of Hamilton County, Indiana.

Parcel 10:

Lot Numbered Four (4) in Robert's Addition in the Town, now City of Westfield, in Hamilton County, Indiana, as per plat thereof, recorded March 3, 1884, in Deed Record 39, Page 433, in the Office of the Recorder of Hamilton County, Indiana, except Seventy-Five (75) feet off the entire West end thereof.

Parcel 11: Intentionally Deleted

Parcel 12:

Part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, described as follows:

Begin at a point on the West line of the S. Robert's Addition in the Town, now City of Westfield, Indiana, said point being 738.49 feet West and 255.32 feet South of the Northeast corner of said Quarter Section, run thence South on the West line of said Addition 100 feet to the North line of Jersey Street in said Town, thence West on said North line 72.72 feet, thence North 100 feet, thence East 74.25 feet, to the place of beginning.

Parcel 13:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, being bounded as follows:

Begin at a point 74.25 feet West of the West Line of S. Robert's Addition in the Town, now City of Westfield, Indiana (as said West line of S. Robert's Addition is monumented, on October 2, 1989) and 225.32 feet South of the North line of the Northeast Quarter of Section 1, Township 18, North Range 3, East; thence South 100 feet to a point on the North line of Jersey Street in the Town of Westfield, said point on the North line of Jersey Street being 72.72 feet; West of the West line of said Robert's Addition; thence West on said North line 72.72 feet; thence North 100 feet; thence East 74.25 feet to the point of beginning.

Parcel 14:

A part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, situated in the County of Hamilton, State of Indiana and is described as follows:

A strip 21 rods 8 feet wide off the entire South end of the following described tract, to-wit: Beg 61 rods West and 8 rods South of the Northeast corner of Section 1, Township 18 North, Range 3 East and run thence South 1 ½ degrees East 27.16 rods; thence East 6.61 rods; thence North 1 1/2 degrees West 27.16 rods; thence West 6.61 rods to the place of beginning.

Except: A strip 11 rods 8 feet wide off the entire South end thereof.

Also: Part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 3 East as follows:

Begin 1006.74 feet West and 184.0 feet South of the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence South 1 1/2 degrees East 41.5 feet; thence east 109.06 feet; thence North 1 1/2 degrees East 41.5 feet; thence West 109.06 feet to the place of beginning.

Parcel 15:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, being bounded as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence South 89 degrees 22 minutes 32 seconds West (assumed bearing) 1,010.50 feet along the North line of said Northeast Quarter; thence South 01 degree 41 minutes 24 seconds East 132.00 feet parallel with the East line of Abel Doan's Addition to Westfield (Deed Record 49, Pages 516-518); thence

North 89 degrees 22 minutes 32 seconds East 4.00 feet parallel with the North line of said Northeast Quarter; thence South 01 degree 41 minutes 24 seconds East 62.21 feet parallel with the East line of Abel Doan's Addition to Westfield, to the point of beginning of this description; thence South 01 degree 41 minutes 24 seconds East 161.79 feet to a point on the Easterly extension of the North right-of-way line of Jersey Street; thence South 89 degrees 22 minutes 32 seconds West 105.93 feet along the Easterly extension of the North right-of-way line of Jersey Street; thence North 01 degree 41 minutes 24 seconds West 161.79 feet, parallel with the East line of Abel Doan's Addition to Westfield to a point being South 89 degrees 22 minutes 32 seconds West (parallel with the North line of said Quarter) of the point of beginning; thence North 89 degrees 22 minutes 32 seconds East 105.93 feet parallel with the North line of said Northeast Quarter to the point of beginning.

Parcel 16:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East described as follows:

Begin at the point 1112.67 feet West and 184.0 feet South of the Northeast corner of said Quarter Section; run thence South 171.32 feet to the North line of Jersey Street in the Town of Westfield, Indiana; thence West on the North line of said Jersey Street 60 feet; thence North 171.32 feet; thence East 60 feet to the place of beginning in Hamilton County, Indiana.

Parcel 17:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, described as follows:

Begin at a point 1158.60 feet West and 184.0 feet South of the Northeast corner of said Quarter Section, run thence South 171.32 feet to the North line of Jersey Street in the Town of Westfield, thence West on the North line of said Street 70.0 feet, thence North 171.32 feet, thence East 70.00 feet to the place of beginning, containing 0.28 acres, more or less.

Also: Begin at a point 1112.67 feet West and 184.0 feet South of the Northeast corner of said Quarter Section, run thence South 171.32 feet to the North line of Jersey Street in the Town of Westfield, thence West on said North line of Jersey Street in the Town of

Westfield, 45.93 feet, thence North 171.32 feet, thence East 45.93 feet to the place of beginning, containing 0.18 acres, more or less.

Except: Begin at a point 1112.7 feet West and 184 feet South of the Northeast corner of said Quarter Section, run thence South 171.32 feet to the North line of Jersey Street in the Town of Westfield, Indiana, thence West on the north line of said Jersey Street 60 feet, thence North 171.32 feet, thence east 60 feet to the place of beginning.

Parcel 18:

Lot No. 36 in Abel Doan's Addition to the town of Westfield, Hamilton County, Indiana (also further described as 120 South Poplar Street, Westfield, Indiana) as recorded in the Hamilton County Recorder's Office in Deed Record Book No. 131 at Page 26.

Excepting therefrom: A part of Lot 36 in Abel Doan's Addition to the Town of Westfield, the plat of which subdivision is recorded in Deed Record 49, Page 156 (Deed Record Book No. 131 at Page 26 in previous instrument) in the Office of the Recorder of said county, and being that part of the Grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Beginning at the Southwest corner of said Lot; thence North 00 degrees 47 minutes 02 seconds West 78.38 feet along the West line of said lot to the Northwest corner of said lot; thence North 90 degrees 00

minutes 00 seconds East 81.81 feet along the North line of said lot; thence South 58 degrees 18 minutes 43 seconds West 0.34 feet to point "30215" designated on said Parcel Plat; thence South 04 degrees 08 minutes 13 seconds East 78.13 feet to the South line of said lot and point "44703" designated on said Parcel Plat; thence South 89 degrees 49 minutes 30 seconds West 86.08 feet along said South line to the point of beginning and containing 0.150 acres, more or less.

Containing 0.146 acres, more or less, after said exception.

All bearings in this description are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 19: Intentionally Deleted

**Cross-Reference:** Instrument Nos. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Last Deeds of Record for the Property)

**PROJECT EASEMENT AGREEMENT  
Jersey Street**

This Project Easement Agreement (Jersey Street) (the “**Agreement**”) executed as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and among the City of Westfield, Indiana (“**City**”), the City of Westfield Redevelopment Commission (“**RDC**”), Jersey 32 Land Co, Inc., an Indiana corporation (“**Owner**”), and Jersey 32 LLC, an Indiana limited liability company (“**Developer**” and, collectively with Owner, “**Grantor**”);  
WITNESSES:

Recitals

WHEREAS, City is the owner of the City Parcels;

WHEREAS, Owner is the owner of the Grantor Parcels;

WHEREAS, Developer has a leasehold interest in the Grantor Parcels;

WHEREAS, Developer and RDC have executed the Project Agreement;

WHEREAS, pursuant to the Project Agreement, RDC has required that Grantor, as the owner of the Grantor Parcels, grant certain easements in favor of City, RDC, and/or the Beneficiaries;

WHEREAS, this Agreement is the “Project Easement” under the Project Agreement;

WHEREAS, subject to the terms and conditions of this Agreement, Grantor, as the owner and/or leaseholder of the Grantor Parcels, has agreed to grant certain easements in favor of City, RDC, and/or the Beneficiaries; and

WHEREAS, the parties desire to enter into this Agreement;

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 Grantor, including, without limitation: (a) members or officers of Grantor; (b) members or officers of a member or officer of Grantor; (c) the principals of Grantor; (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.

**Art Plaza** shall mean an approximately 4,700 square foot public plaza, plaza amenities, and related improvements as generally depicted and/or described on Exhibit D.

**Artwork** shall mean a prominent artwork element upon the Property, the final design of which shall be mutually agreed to by RDC and Developer pursuant to the Project Agreement.

**Artwork Easements** shall mean the easements granted pursuant to Subsection 2(f).

**Beneficiaries** shall mean, as applicable, Grantor, City, RDC, the Tenants, the Grantor Parking Passholders, the Space Interest Holders, and/or the Public Beneficiaries.

**Business Hours** shall mean between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (inclusive) on days in which banks in the City are open for business.

**Casualty Damage** shall mean damage to, or destruction of, all or any portion of the Art Plaza, the Garage, the Common Areas, and/or the Public Improvements by fire or other casualty.

**Casualty Insurance** shall mean, with respect to the Art Plaza, the Garage, 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 Agency** shall mean any agency, board, commission, department, instrumentality, or unit of the City.

**City Parcels** shall mean that certain real estate commonly known as 204 and 330 Jersey Street in Westfield, Hamilton County, Indiana, as more particularly depicted and/or described on Exhibit A.

**Common Areas** shall mean the common areas and facilities of the Grantor Parcels from time to time, including, without limitation, any plazas, walkways, and breezeways.

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

**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.

**Designated Retail Parking Passes** shall mean those Parking Passes that permit parking only in the Designated Retail Parking Passholder Spaces for no additional fee or charge.

**Designated Retail Parking Passholder Spaces** shall mean Parking Spaces designated by Grantor from time to time as being available only to those Passholders with Designated Retail Parking Passes during the periods their Designated Retail Parking Passes permit parking in the Garage for no additional fee or charge.

**Easements** shall mean, collectively, the Vehicular Access Easements, the Parking Easements, the Pedestrian Access Easements, the Common Areas Access Easements, the Public Improvements Easements, and the Artwork Easements.

**Elevator Facilities** shall mean, with respect to the Garage: (a) the passenger elevators, the entrances thereto, the exits therefrom, and the lobbies serving such passenger elevators; and (b) the elevator shafts, motors, cables, and related facilities.

**Expectant Mother Parking Spaces** shall mean two Parking Spaces designated for parking by Public Beneficiaries who are expectant mothers, located near the Garage entrance/exit to the Art Plaza.

**Force Majeure** shall mean: (a) an act or omission of the other party; and/or (b) any other cause that is not within the reasonable control of such party, including, without limitation, unusually inclement weather, the

unusual unavailability of materials, equipment, services or labor, utility or energy shortages or acts or omissions of public utility providers, and government-declared states of emergencies.

**Garage** shall mean that certain structured parking garage containing: (a) approximately 558 parking spaces; (b) Level 2 electric vehicle charging capabilities for approximately 5% of the total Parking Spaces in locations reasonably determined by Grantor; (c) the Public Restrooms; and (d) the Garage Infrastructure (if any). Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that the number of structured parking spaces within the Garage shall be the actual number of such spaces in the Garage from time to time.

**Garage Infrastructure** shall mean the Garage infrastructure required pursuant to Subsection 4(e).

**Garage Parcel** shall mean the real estate upon which the Garage is constructed, as more particularly depicted and/or described on Exhibit C.

**Garage Pedestrian Areas** shall mean: (a) the Elevator Facilities and the Stair Tower Facilities; (b) the Pedestrian Connections; (c) the Public Restrooms and the corridors, doorways, ramps, stairways, walkways, and accessways to and from the Public Restrooms; and (d) to the extent not included in the foregoing, the lobbies, entrances, exits, and walkways located in or on the Garage Property.

**Garage Property** shall mean, collectively, the Garage Parcel and the Garage.

**Grantor Parcels** shall mean that certain real estate described on Exhibit B.

**Grantor Parking Passes** shall mean, collectively, the Overnight Parking Passes and the Retail Parking Passes.

**Grantor Parking Passholders** shall mean, collectively, the Overnight Parking Passholders and the Retail Parking Passholders.

**Grantor Parking Passes Maximum** shall mean 447 Grantor Parking Passes.

**Interest Space** shall mean a Parking Space in which a Space Interest Holder has a Space Interest.

**Interest Spaces Maximum** shall mean: (a) the total number of Parking Spaces; less (b) 111 Parking Spaces; less (c) the Expectant Mother Parking Spaces; less (d) 70% of the remaining Parking Spaces after subtracting the amounts described in subparts (b) and (c); and less (e) the number of Designated Retail Parking Passholder Spaces (if any).

**Interest Space Parking Passholders** shall mean those Grantor Parking Passholders that are Space Interest Holders. For the avoidance of doubt, during any period in which Grantor elects to issue Grantor Parking Passes, all Space Interest Holders shall be Overnight Parking Passholders (and, therefore, Grantor Parking Passholders).

**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 Garage Property, the Common Areas, and the Public Improvements, public liability insurance in such amounts as Grantor, 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 Garage Property, the Common Areas, and/or the Public Improvements, the policies of which shall name City and RDC as additional insureds.

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

**Overnight Parking Passes** shall mean Parking Passes available to Tenants that permit the applicable Passholders to park a vehicle in the Garage at any and all times, including overnight parking.

**Overnight Parking Passholders** shall mean those persons and individuals holding Overnight Parking Passes.

**Parking Easements** shall mean the easements granted pursuant to Subsection 2(b).

**Parking Passes** shall mean those passes to park in the Garage without a separate or additional charge based on use of or time parked in the Garage.

**Parking Space** shall mean a parking space in the Garage.

**Parties in Interest** shall mean, as applicable, the current and future mortgagees, grantees, successors, and assigns of Grantor, City, RDC, the Tenants, and the Space Interest Holders.

**Passholders** shall mean those persons or individuals holding Parking Passes.

**Pedestrian Connections** shall mean: (a) walkways that provide direct access from and to one or more of the upper floors of the Garage to and from other portions of the Property and/or the public streets and other access ways adjacent to the Property; and (b) any vestibules facilitating pedestrian ingress and egress through such walkways.

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

**Project Agreement** shall mean that certain Project Agreement (Jersey Street) executed by and between RDC and Developer dated November 7, 2025, as the same may be amended from time to time.

**Property** shall mean, collectively, the City Parcels and the Grantor Parcels, together with all improvements therein or thereon.

**Public Beneficiaries** shall mean members of the general public.

**Public Improvements** shall mean, collectively: (a) the Art Plaza; (b) any infrastructure required for the installation of the Artwork; and (c) other public plazas, patios, and/or pocket parks, golf cart parking, other public amenities located on the Grantor Parcels and generally depicted on Exhibit D.

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

**Public Parking Spaces** shall mean Parking Spaces that are not Interest Spaces and, accordingly, are available for use by the Beneficiaries (including the Public Beneficiaries) on a first-come, first-served basis subject to the Rules and the terms and conditions of this Agreement. For the avoidance of doubt: (a) the Expectant Mother Parking Spaces shall be deemed to be Public Parking Spaces for the Beneficiaries for whom they are intended; and (b) all Parking Spaces other than the Interest Spaces shall be Public Parking Spaces.

**Public Restrooms** shall mean the public restrooms with a nursing station located on the Grantor Parcels and accessible to the Beneficiaries from the Garage via corridors adjacent to the Garage.

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

**Required Payments** shall mean all amounts due from Grantor to City or RDC hereunder.

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

**Retail Parking Passes** shall mean Parking Passes available to Tenants and/or employees of Tenants of the retail space (not the office or other commercial spaces) of the Property that permit the applicable Passholders to park in the Garage during such times as may be permitted by the Rules.

**Retail Parking Passholders** shall mean those persons and individuals holding Retail Parking Passes.

**Rules** shall mean reasonable and customary rules and regulations concerning the use of the Garage Property (including, without limitation, the hours during which the Garage and/or the Public Restrooms are open for use by the Public Beneficiaries), which rules and regulations: (a) may include 15-minute and/or three-hour parking limits; and (b) shall: (i) be established (and modified or amended, as applicable) by Grantor; (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 RDC, which approval shall not be unreasonably withheld; provided that: (a) each Overnight Parking Passholder shall have the right to park up to one vehicle in the Garage overnight and without regard to time limits or additional charges for having a vehicle parked in the Garage for any given period of time; and (b) each Retail Parking Passholder shall have the right to park up to one vehicle in the Garage daily, with no overnight parking rights, without regard to daily time limits or additional charges for having a vehicle parked in the Garage between the hours of 5:00 a.m. and 11:59 p.m., or such other hours as may be approved by RDC.

**Space Interest** shall mean an interest in a specific Parking Space, whether by fee ownership, easement, lease, sublease, license, or sublicense.

**Space Interest Holder** shall mean a person or entity that holds a Space Interest, which person or entity shall be an Overnight Parking Passholder during any period in which Grantor elects to issue Grantor Parking Passes.

**Stair Tower Facilities** shall mean, with respect to the Garage, the stair towers, the entrances thereto, the exits therefrom, and the stairways therein.

**Tenants** shall mean tenants, subtenants, and licensees of space in the Property.

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

**Vehicular Access Points** shall mean, with respect to the Garage, the vehicular entrances, exits, ramps, and drives to and from the public streets and other access ways adjacent to the Property.

**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) Vehicular Access. Perpetual, non-exclusive easements for the benefit of the Beneficiaries for the purpose of providing vehicular access, ingress, and egress on, over, across, and through the Vehicular Access Points and the Garage from and to: (i) the Parking Spaces; and (ii) the public streets, rights-of-way, and other access ways adjacent to the Property.

(b) Parking.

(i) Perpetual, non-exclusive easements for the benefit of the Beneficiaries for the purpose of parking vehicles in the Public Parking Spaces on a first-come, first-served basis; and

(ii) An exclusive easement for the benefit of the Space Interest Holders, as the same may change from time to time, for the purpose of parking vehicles in the applicable Interest Spaces.

(c) Pedestrian Access. Perpetual, non-exclusive easements for the benefit of the Property and the Beneficiaries for the purpose of providing pedestrian: (i) access, ingress, and egress on, over, across, and through; and (ii) as applicable, use of; the Garage, the Garage Pedestrian Areas (including, without limitation, the Public Restrooms), 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 to and from the Garage, the Parking Spaces, and the Public Improvements.

(d) Common Areas. Perpetual, non-exclusive easements in favor of the Beneficiaries for the purpose of using the Common Areas for their intended purposes.

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

(f) Artwork. Perpetual, non-exclusive easement in favor of City and RDC for the purpose of installing, maintaining, repairing, and/or replacing the Artwork for the purpose of providing public art and cultural benefits for the Public Beneficiaries in, on, or about the Art Plaza in the location(s) approved by RDC pursuant to the Project Agreement, or such other location as may be approved by RDC in its sole discretion.

(g) Garage Infrastructure. Perpetual, non-exclusive easement in favor of City and RDC for the purpose of using or having access to the Garage Infrastructure (if any) for its 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 Garage Property; and (B) bind Grantor 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-Garage Property.**

(a) Interest Spaces.

(i) Grantor shall have the right, from time to time and at any time, to create (or release) Space Interests; provided that, except as may be expressly permitted by RDC, in no event shall any of the Interest Spaces be located on the first full level of the Garage. Without the prior written approval of RDC, in no event shall the number of Interest Spaces at any given time exceed the Interest Spaces Maximum. Notwithstanding anything to the contrary in this Agreement, Grantor may install signage on the first full level of the Garage that is reasonably acceptable to RDC for restrictive parking uses that are not designed or intended to restrict use to any particular Beneficiaries (including, for example, short-term parking, handicapped parking, and electric vehicle charging), and any such spaces shall not be deemed Interest Spaces hereunder.

(ii) The Space Interests shall be on such terms as Grantor shall deem to be appropriate.

(iii) Subject to the terms and conditions of this Agreement, Grantor shall have the right to determine, and change, the number and location of the Interest Spaces; provided that, upon receipt of written request of RDC not more than twice each calendar year, Grantor shall deliver to RDC a written statement certifying: (A) the current number of Interest Spaces; and (B) that the current number of Interest Spaces does not exceed the Interest Spaces Maximum.

(iv) Grantor shall use commercially reasonable efforts to cause each Space Interest Holder to use its Interest Space in accordance with the Rules and the terms and conditions of this Agreement.

(v) Regardless of the actual intent by Grantor to create an Interest Space, a Parking Space shall be deemed to be an Interest Space if:

(A) signage is installed by or on behalf of Grantor or any Affiliate identifying the Parking Space for use at any time by or for a specific Beneficiary or group or class of Beneficiaries;

(B) other markings are made by or on behalf of Grantor or any Affiliate identifying the Parking Space for use at any time by or for a Beneficiary (whether a specific or identified Beneficiary or a group or class of Beneficiaries);

(C) instruction, directions, or information is given or imparted by Grantor, any Affiliate, or any principal, employee, or agent of Grantor or any Affiliate via any medium that the Parking Space is for the exclusive or preferred use at any time by or for a Beneficiary (whether a specific or identified Beneficiary or a group or class of Beneficiaries);

(D) signage is installed, markings are made, or instructions, directions, or information is given or imparted by or on behalf of Grantor or any Affiliate that suggests (or would lead a reasonable person to conclude) that the Parking Space is reserved or set aside for use at any time

by or for a Beneficiary (whether a specific or identified Beneficiary or a group or class of Beneficiaries); or

(E) any other action is taken by or on behalf of Grantor or any Affiliate that either: (1) effectively reserves or sets aside the Parking Space for use at any time by or for a Beneficiary (whether a specific or identified Beneficiary or a group or class of Beneficiaries); or (2) suggests (or would lead a reasonable person to conclude) that the Parking Space is reserved or set aside for use at any time by or for a Beneficiary (whether a specific or identified Beneficiary or a group or class of Beneficiaries);

provided that, to the extent that any: (A) signage is installed; (B) markings are made; (C) instructions, directions, or information is given or imparted; and/or (D) actions are taken; in any case solely for the purposes of: (A) numbering Parking Spaces for identification purposes; (B) identifying Parking Spaces as Public Parking Spaces for use by Public Beneficiaries; and/or (C) identifying Expectant Mother Parking Spaces as Parking Spaces for use by for the Beneficiaries for whom they are intended; such signage, markings, instructions, directions, information, and/or actions shall not cause the applicable Parking Spaces to become Interest Spaces.

(b) Grantor Parking Passes. Grantor, at its cost and upon notice to RDC, may elect to issue Grantor Parking Passes pursuant to the terms and conditions of this Subsection; provided that, unless Grantor notifies RDC to the contrary, Grantor shall be deemed to have elected to issue Grantor Parking Passes as of the date of completion of the Garage:

(i) Except for Interest Space Parking Passholders, the rights of Grantor Parking Passholders shall be in common with other users of the Garage, including, without limitation, the Public Beneficiaries and other Passholders, and, accordingly, shall not guarantee to the Grantor Parking Passholders (other than Interest Space Parking Passholders) availability of parking in the Garage at any time. Interest Space Parking Passholders shall have Overnight Parking Passes that permit parking only in the Interest Spaces.

(ii) Without the prior written approval of RDC, in no event shall the number of Grantor Parking Passes at any given time exceed the Grantor Parking Passes Maximum. For the avoidance of doubt, there shall be no maximum number of Designated Retail Parking Passes; provided that the Designated Retail Parking Passes do not permit parking in the Garage other than in the Designated Retail Parking Passholder Spaces.

(iii) Grantor, at its cost, may collect and retain fees from the Grantor Parking Passholders; provided that, upon request by RDC from time to time (but not more than twice per year), Grantor shall disclose to RDC the fees and rates charged to the Grantor Parking Passholders.

(iv) Subject to the terms and conditions of this Agreement, Grantor shall have the right to determine, and change: (A) the number of the Grantor Parking Passes; and (B) the individual Grantor Parking Passholders; provided that, upon request by RDC from time to time (but not more than twice per year), Grantor shall deliver to RDC a written statement certifying (A) the current number of Grantor Parking Passes;

and (B) that the current number of Grantor Parking Passes does not exceed the Grantor Parking Passes Maximum.

(c) Public Parking Spaces.

(i) Unless otherwise agreed in writing by RDC, the Garage shall be open to City, RDC, and the Public Beneficiaries at all times, subject to temporary closures to the extent reasonably necessary for maintenance, repairs, and Force Majeure.

(ii) Unless otherwise agreed in writing by RDC, at all times the Public Parking Spaces shall constitute not less than: (A) 111 Parking Spaces; plus (B) at least 70% of the remaining Parking Spaces less the Expectant Mother Parking Spaces.

(iii) The Public Parking Spaces shall be available to the Beneficiaries: (A) for short-term use on a first-come, first-served basis, subject to the Rules; and (B) free of charge for at least the initial three hours of each use of the Public Parking Spaces by the Public Beneficiaries, with any charges after such three-hour period being subject to RDC's prior consent.

(iv) Unless otherwise agreed in writing by RDC, at all times, Grantor shall maintain Level 2 electric vehicle charging capabilities for approximately 5% of the total Parking Spaces in locations reasonably determined by Grantor; provided that Grantor, with RDC's prior approval, which approval shall not be unreasonably withheld, may charge reasonable fees for use of such electric vehicle charging capabilities.

(v) At all times: (A) Grantor shall reserve, by signage, striping, and/or other means reasonably requested by RDC, the Expectant Mother Parking Spaces; and (B) during Business Hours, Grantor shall make available a minimum of 15 Interest Spaces exclusively for Tenants (or employees or visitors of Tenants) of the office space in, on, or about the Property, except as otherwise permitted in writing by RDC from time to time.

(d) Garage Pedestrian Areas. At all times, Grantor shall provide sufficient and adequate lighting for the Garage Pedestrian Areas (including, without limitation, the Public Restrooms) to afford convenient and safe pedestrian access, ingress, and egress from and to the public sidewalks and other public areas adjacent to the Property to and from vehicles parked in the Garage, subject to temporary closures to the extent reasonably necessary for maintenance, repairs, and Force Majeure.

(e) Garage Infrastructure. To the extent requested by City or a City Agency, Grantor shall install and maintain in, on, or about the Garage: (i) a parking management system with remote digital signages and video monitoring (ECO Parking or equivalent chosen by Grantor and subject to City's reasonable approval); (ii) a mobile app-based parking fee collection service chosen by Grantor and subject to City's reasonable approval; (iii) certain emergency infrastructure, such as emergency phones; and (iv) an IDF room and related fiber/cabling; provided that any change in requirements requested by City or a City Agency after Grantor's initial construction of the Garage shall be installed, at Grantor's election, by City, such City Agency, or Grantor, and in each case, at City's or such City Agency's cost.

(f) Parking Enforcement and Signage. At all times, Grantor, at its cost, shall: (i) use commercially reasonable efforts to enforce the parking rights and limitations set forth in this

Agreement; and (ii) coordinate parking monitoring enforcement with one or more City Agencies designated by City.

**5. Maintenance.** Grantor, at its cost, shall:

(a) maintain, repair, and replace the Garage Pedestrian Areas (including, without limitation, the Public Restrooms), the Common Areas, the Public Improvements, the Artwork, and the Garage Infrastructure (if any) so that the same are in a good, working (in the case of the Elevator Facilities and the Public Restrooms and otherwise as applicable), safe, sanitary, clean, and slightly condition suitable for their respective intended purposes, including, as applicable, providing the pedestrian access, ingress, and egress that they are intended to provide; provided that, notwithstanding anything to the contrary in this Agreement, except to the extent any maintenance, repair, and/or replacement is made necessary by the gross negligence or willful misconduct of Grantor or its agents, employees, or contractors, Grantor's obligations with respect to maintenance of the Artwork shall be limited to routine, non-technical and/or non-skilled maintenance and cleaning of the Artwork (e.g., routine cleaning and trash removal) and any specialized maintenance or cleaning (by way of example and not limitation, video wall electrical, art restoration and/or maintenance, plumbing maintenance, or other technical repairs or work requiring expertise beyond routine exterior maintenance of the Art Plaza) shall be the responsibility of City and/or RDC;

(b) otherwise operate, manage, use, maintain, and repair the Garage Pedestrian Areas (including, without limitation, the Public Restrooms), the Common Areas, the Public Improvements, the Art Plaza, and the Garage Infrastructure (if any) 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 Grantor Parcels.

In connection with Subsections 5(a)-(b), Grantor shall undertake routine and capital maintenance, repairs, and replacements as are reasonably 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 City of public parking garages and/or public improvements, as the case may be.

**6. Alterations.** Subject to the Rules, Grantor may make alterations or improvements to the Garage Property, the Garage Pedestrian Areas (including, without limitation, the Public Restrooms), the Common Areas, and the Public Improvements so long as such alterations or improvements will not: (a) materially impair the rights of City, RDC, or the Public Beneficiaries hereunder; or (b) materially reduce the number of Public Parking Spaces; provided that, with respect to any structural alteration: (a) Grantor shall deliver notice to RDC 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; (b) RDC shall have 30 days within which to deliver written notice to Grantor stating that, in RDC's good-faith judgment, the proposed structural alteration will materially impair the rights of RDC or the Public Beneficiaries hereunder, or materially reduce the Public Parking Spaces; and (c) if RDC fails timely to deliver such a notice, then Grantor may make the proposed structural alteration. Once finalized and installed pursuant to the Project Agreement, Grantor shall not modify or alter the Artwork in any material respect without RDC's prior consent, which consent may be withheld in RDC's sole discretion. Notwithstanding anything to the contrary set forth herein, actions taken by Grantor to satisfy its maintenance obligations under Section 5 (including, to the extent reasonably necessary, temporary closures of the Garage and/or unavailability of Parking Spaces) shall not be deemed to be a violation of this Section.

**7. Insurance.** Grantor shall procure and maintain Casualty Insurance and Liability Insurance. The policies of Casualty Insurance and Liability Insurance maintained by Grantor from time to time shall contain

a clause that the insurer will not cancel or change the insurance without first giving City and RDC at least 30 days' prior notice, to the extent the same commercially reasonably available. Upon request by City or RDC from time to time, Grantor shall deliver to City or RDC, as the case may be, 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, Grantor shall submit the Restoration Plans to RDC for its approval, which approval shall not be unreasonably withheld. RDC shall have 45 days within which to deliver to Grantor 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 RDC. Upon approval of the Restoration Plans, Grantor shall: (a) undertake the repair, restoration, and/or replacement of the Art Plaza, the Garage Property, the Common Areas, and/or the Public Improvements, as the case may be, in accordance with the approved Restoration Plans so that upon completion, the Art Plaza, the Garage Property, the Common Areas, and/or the Public Improvements, as the case may be, are in a good, safe, structurally sound, sanitary, clean, and slightly condition that comply 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 Art Plaza, the Garage Property, the Common Areas, and/or the Public Improvements, as the case may be, is free and clear of all claims and liens resulting therefrom. RDC, at its cost, shall have the right to enter upon the Property from time to time at reasonable times for the purposes of maintaining, repairing, and/or replacing the Artwork, to the extent the same is not the express obligation of Grantor hereunder. Notwithstanding the foregoing and anything herein to the contrary, Grantor shall not be required to submit Restoration Plans or obtain the RDC's approval of Restoration Plans if Grantor rebuilds or restores the Art Plaza, the Garage Property, the Common Areas, and/or the Public Improvements, as the case may be, in accordance with the plans and specifications approved by RDC under the Project Agreement or under prior approved Restoration Plans pursuant to this Section in all material respects (subject, in each case, to modifications due to changes in applicable legal or code requirements).

**9. Remedies.**

(a) Remedies. If: (i) Grantor, on the one hand, or City or RDC, on the other hand, fails to comply with the terms and conditions of this Agreement; and (ii) such failure is not cured within 30 days after receipt of written notice from City or RDC, on the one hand, or Grantor, on the other hand, respectively; then City, RDC, or Grantor, as the case may be, may: (ii) in the case of a default by Grantor, enter upon the Property and cure the failure for the account of Grantor; and/or (ii) institute an action at law or in equity: (A) to enjoin the non-compliance by City, RDC, or Grantor, as the case may be, through an action at law or in equity; and/or (B) for specific performance to enforce compliance by City, RDC, or Grantor, as the case may be. Within 30 days after receipt of a written invoice, Grantor, on the one hand, or City or RDC, to the extent permitted by Law, on the other hand, as the defaulting party, shall reimburse City or RDC, on the one hand, or Grantor, on the other hand, as applicable, for all costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) incurred by it in connection with the exercise of its remedies pursuant to this Subsection.

(b) Non-Payment Liens. If there are delinquent Required Payments, then:

(i) the amount of the delinquent Required Payments shall bear interest at 12% per annum;

(ii) City or RDC may record a Non-Payment Lien; provided that all Non-Payment Liens shall be subordinate to any prior mortgage of record against the Grantor Parcels held by a mortgagee that is not an Affiliate;

(iii) City or RDC 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, Grantor shall reimburse City and RDC for all costs and expenses (including, without limitation, attorneys' fees and legal costs) incurred by City and RDC 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 Grantor or any mortgagee of the Grantor Parcels, City and RDC shall furnish information, in form and substance reasonably satisfactory to City, RDC, and Grantor 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 Grantor shall pay or reimburse City and RDC for all reasonable, out-of-pocket costs incurred in connection with City's and RDC's furnishing such information, including, without limitation, reasonable attorneys' fees.

(c) Mortgagees. This Agreement does not impose any obligation or liability on any mortgagee until the mortgagee's interest in the Grantor Parcel(s) 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 Grantor Parcel(s) ripens into fee simple ownership; or (ii) such mortgagee assumes possession of the Grantor Parcel(s); whichever occurs first.

(d) Grantor Liability. Each of Owner and Developer shall be jointly and severally liable to perform and/or observe all obligations, duties, liabilities, and covenants of Grantor under this Agreement.

**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 City or RDC shall have the right to: (a) enforce the obligations of Grantor under this Agreement, including without limitation, Grantor's obligations (if any) with respect to: (i) the Easements; and/or (ii) the Garage, the Garage Pedestrian Areas (including, without limitation, the Public Restrooms), the Artwork, the Common Areas, the Public Parking Spaces, the Public Improvements, or the Garage Infrastructure; or (b) make any claim under this Agreement against Grantor, including without limitation, a claim with respect to: (i) the Easements; and/or (ii) the Garage, the Garage Pedestrian Areas (including, without limitation, the Public Restrooms), the Artwork, the Common Areas, the Public Parking Spaces, the Public Improvements, or the Garage Infrastructure.

**11. Amendments.** This Agreement may be amended without the consent or signature of any Beneficiary or Party in Interest if such amendment is executed by City, RDC, Grantor, and Fee Grantor 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.** Grantor shall not assign any of its obligations under this Agreement without the written consent of City and RDC. 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 City or RDC; or (ii) be prohibited by this Section; and (b) Grantor may delegate its obligations to a parking and/or property manager or operator, as applicable, 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 Grantor 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 Grantor shall be null, void, and of no force or effect. City and RDC shall not assign this Agreement or any of its rights or obligations

hereunder without the prior consent of Grantor; provided that City and/or RDC may assign this Agreement to RDC, City, and/or a City Agency, without the prior written approval of Grantor. If Grantor or an Affiliate of Grantor becomes fee title owner of any City Parcel, then: (a) such City Parcel shall automatically and immediately be deemed to be an "Grantor Parcel" for all purposes hereunder; and (b) Grantor or such Affiliate, upon request by City or RDC, shall execute an amendment to this Agreement acknowledging the foregoing, which amendment shall be recorded against the Property and be in form and substance reasonably satisfactory to City, RDC, and Grantor.

**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 City at 2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074, Attn: Director of Parks and Recreation, with a copy to: 2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074, Attn: Legal Department; to RDC at 2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074, Attn: Executive Director, with a copy to: Wallack Somers & Haas, One Indiana Square, Suite 2300, Indianapolis, Indiana 46204, Attn: Ryan R. Wilmering; to Owner at 615 Russell Avenue, Indianapolis, Indiana 46225, Attn: Brad Battin, with a copy to Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204, Attn: Dennis H. Otten; and to Developer at 615 Russell Avenue, Indianapolis, Indiana 46225, Attn: Brad Battin, with a copy to Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204, Attn: Dennis H. Otten. Upon a conveyance of all or any portion of the Property, including the Garage 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 City, RDC, Owner, and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of City, RDC, Owner, and Developer, 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 City, RDC, Owner, and Developer, respectively.

**15. Nondiscrimination.** Grantor 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.

**16. Force Majeure.** Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its non-monetary obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (b) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

**17. 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. CITY, RDC, AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE RIGHT TO A TRIAL BY JURY; AND (B) ANY RIGHT THEY 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.

[Signature pages to follow.]

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

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 Project Easement Agreement (Jersey Street) on behalf of such entity.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

Notary Public

Printed Name: \_\_\_\_\_

I am a resident of \_\_\_\_\_ County, Indiana.  
My commission expires \_\_\_\_\_.

RDC:

THE CITY OF WESTFIELD REDEVELOPMENT  
COMMISSION

By: \_\_\_\_\_  
Joe Plankis, President

And

By: \_\_\_\_\_  
Jenell Fairman, Executive Director

ACKNOWLEDGMENT

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HAMILTON        )

Before me, a Notary Public in and for the State of Indiana, personally appeared Joe Plankis and Jenell Fairman, the President and Executive Director, respectively, of the City of Westfield Redevelopment Commission, who acknowledged the execution of the foregoing Project Easement Agreement (Jersey Street) on behalf of such entity.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

I am a resident of \_\_\_\_\_ County, Indiana.  
My commission expires \_\_\_\_\_.

OWNER:

JERSEY 32 LAND CO, INC., an Indiana corporation

By: \_\_\_\_\_  
Bradley W. Battin, President

ACKNOWLEDGMENT

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of Indiana, personally appeared Bradley W. Battin, the President of Jersey 32 Land Co, Inc., who acknowledged the execution of the foregoing Project Easement Agreement (Jersey Street) on behalf of such entity.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

I am a resident of \_\_\_\_\_ County, Indiana.

My commission expires \_\_\_\_\_.

DEVELOPER:

JERSEY 32 LLC,  
an Indiana limited liability company

By: \_\_\_\_\_  
Bradley W. Battin, Manager

ACKNOWLEDGMENT

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of Indiana, personally appeared Bradley W. Battin, the Manager of Jersey 32 LLC, who acknowledged the execution of the foregoing Project Easement Agreement (Jersey Street) on behalf of such entity.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

I am a resident of \_\_\_\_\_ County, Indiana.  
My commission expires \_\_\_\_\_.

Return following recording to: 2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074, Attn: Executive Director.

This instrument was prepared by Ryan R. Wilmering, Attorney-At-Law, Wallack Somers & Haas, One Indiana Square, Suite 2300, Indianapolis, Indiana 46204. 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. Ryan R. Wilmering

EXHIBIT A  
The City Parcels



[LEGAL DESCRIPTIONS TO BE ATTACHED]

## EXHIBIT B

### The Grantor Parcels

#### Parcel 1:

Part of the Northeast Quarter of Section One (1), Township Eighteen (18) North, Range Three (3) East, described as follows:

Beginning Ten (10) feet west of the Northwest corner of the East half of the Northeast Quarter of Section One (1), Township Eighteen (18) North, Range Three (3) East, running thence South eleven (11) rods and three and one half (3-1/2) feet, thence West five (5) rods and six (6) feet, thence North eleven (11) rods and three and one half (3-1/2) feet, thence East five (5) rods and six (6) feet to the place of beginning, in Hamilton County, Indiana.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Beginning Ten (10) feet West of the Northwest corner of the East half of the Northeast Quarter of Section One (the foregoing portion of this exception description beginning with the words "Beginning Ten" is quoted from Instrument 2012029929), which point of beginning is the Northeast corner of the owner's land; thence South 01 degree 03 minutes 01 second East 152.86 feet along the East line of the owner's land; thence South 58 degrees 18 minutes 43 seconds West 61.49 feet to the South line of the owner's land; thence South 89 degrees 49 minutes 31 seconds West 35.59 feet along said South line to the Southwest corner of the owner's land; thence North 01 degree 03 minutes 01 second West 185.00 feet along the West line of the owner's land to the North line of said Section and the Northwest corner of the owner's land; thence North 89 degrees 49 minutes 31 seconds East 88.50 feet along said North line to the point of beginning and containing 0.356 acres, more or less. Containing 0.020 acres, more or less, after said exception. All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

#### Parcel 2:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 49 minutes 31 seconds West 1,211.43 feet along the North line of said Quarter Section to the Northwest corner of the property described in Instrument # 8415404; thence South 1 degree 03 minutes 01 second East 25.01 feet to a point on the Southern boundary of State Road 32, which point is the point of beginning of this description; thence continuing South 1 degree 03 minutes 01 second East 158.98 feet to the North line of the property described in Instrument # 9423520; thence South 86 degrees 55 minutes 26 seconds West 20.09 feet along said line to the East line of a parcel of land described in Instrument # 200400072336; thence North 1 degree 03 minutes 01 second West 160.00 feet along said line to said Southern boundary of State Road 32; thence North 89 degrees 49 minutes 33 seconds East 20.08 feet along said boundary to the point of beginning and containing 0.074 acres, more or less.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 49 minutes 31 seconds West 1,211.43 feet along the North line of said Quarter Section to the Northwest corner of the property described in Instrument # 8415404; thence South 1 degree 03 minutes 01 second East 25.01 feet to the Northeast corner of the owner's land and the point of beginning of this description: thence continuing South 01 degree 03 minutes 01 second East 115.66 feet along the East line of the owner's land; thence South 58 degrees 18 minutes 43 seconds West 23.33 feet to the West line of the owner's land; thence North 01 degree 03 minutes 01 second West 127.85 feet along said West line to the Northwest corner of the owner's land; thence North 89 degrees 49 minutes 33 seconds East 20.08 feet along the North line of the owner's land to the point of beginning and containing 0.056 acres, more or less.

Containing 0.018 acres, more or less, after said exception.

Bearings based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 3:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 49 minutes 31 seconds West 1,109.98 feet (1110.43 feet deduced from Instrument # 9119855) along the North line of said Quarter Section to the West line of the parcel of land described in Instrument # 9119855; thence South 1 degree 05 minutes 05 seconds East 25.01 feet along said West line to the Southern boundary of State Road 32, which point is the point of beginning of this description; thence continuing along said West line South 1 degree 05 minutes 05 seconds East 140.69 feet; thence South 89 degrees 49 minutes 31 seconds West 3.00 feet; thence South 1 degree 14 minutes 25 seconds East 18.29 feet to the common North line of two parcels of land described in Deed Record 345, Pg. 430 & Instrument # 9423520; thence South 89 degrees 49 minutes 30 seconds West 98.61 feet along said common North line to the West line of said Grantor's land; thence North 1 degree 03 minutes 01 second West 158.98 feet along said line to said Southern boundary of State Road 32; thence North 89 degrees 49 minutes 33 seconds East 101.47 feet along said boundary to the point of beginning and containing 0.369 acres, more or less.

Excepting therefrom: A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Commencing at the Northeast corner of said Quarter Section; thence South 89 degrees 49 minutes 31 seconds West 1,109.98 feet (1110.43 feet deduced from Instrument # 9119855) along the North line of said Quarter Section to the West line of the parcel of land described in Instrument # 9119855; thence South 01 degree 05 minutes 05 seconds East 25.01 feet along said West line to the Northeast corner of the owner's land and the point of beginning of this description: thence continuing South 01 degree 05 minutes 05 seconds East 54.14 feet along the East line of the owner's land; thence South 89 degrees 49 minutes 30 seconds West 0.24 feet to point "30315" designated on said Parcel Plat; thence South 58 degrees 18 minutes 43 seconds West 117.67 feet to the West line of the owner's land; thence North 01 degree 03 minutes 01 second West 115.66 feet along said West line to the Northwest corner of the owner's land; thence North 89 degrees 49 minutes 33 seconds East 101.47 feet along the North line of the owner's land to the point of beginning and containing 0.198 acres, more or less.

Containing 0.171 acres, more or less, after said exception.

Bearings based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 4:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, being bounded as follows:

Beginning at a point on the North line of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, said point of beginning being South 89 degrees 22 minutes 32 seconds West (assumed bearing) 1,010.50 feet from the Northeast corner of said Northeast Quarter; thence South 01 degree 41 minutes 24 seconds East 132.00 feet parallel with the East line of Abel Doan's Addition to Westfield (Deed Record 49, Pages 516-518); thence North 89 degrees 22 minutes 32 seconds East 4.00 feet parallel with the North line of said Northeast Quarter; thence South 01 degree 41 minutes 24 seconds East 62.21 feet parallel with the East line of Abel Doan's Addition to Westfield; thence South 89 degrees 22 minutes 32 seconds West 103.93 feet parallel with the North line of said Northeast Quarter; thence North 01 degree 41 minutes 24 seconds West approximately 10.00 feet parallel with the East line of Abel Doan's Addition to Westfield to the South side of an existing barn; thence due West approximately 3.0 feet along the South side of the existing barn to the Southwest corner of said barn; then due North approximately 18.5 feet along the West side of the existing barn to its Northwest corner; thence due East approximately 3.0 feet along the North side of said barn to the West edge of the existing driveway; thence due North approximately 165.71 feet along the West edge of the existing driveway to the North line of said Northeast Quarter; thence North 89 degrees 22 minutes 32 seconds East approximately 99.93 feet along the North line of said Northeast Quarter to the point of beginning.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Beginning at a point on the North line of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, said point of beginning being South 89 degrees 22 minutes 32 seconds West (assumed bearing) 1,010.50 feet from the Northeast corner of said Northeast Quarter (the foregoing portion of this exception description beginning with the words "Beginning at" is quoted from Instrument 2012029907): thence South 01 degree 02 minutes 42 seconds East 79.15 feet along the east line of the owner's land; thence South 89 degrees 49 minutes 30 seconds West 99.88 feet to the west line of the owner's land; thence North 01 degree 05 minutes 05 seconds West 79.15 feet along said west line to the North line of said Section and the Northwest corner of the owner's land; thence North 89 degrees 49 minutes 31 seconds East 99.93 feet along said North line to the point of beginning and containing 0.182 acres, more or less.

Containing 0.270 acres, more or less, after said exception.

All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 5:

Part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, as follows:

Begin 61 rods, 4 feet west of the Northeast corner of Section 1, and run East 60 feet; South 132 feet; West 60 feet; North 132 feet to the place of beginning.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Begin 61 rods, 4 feet West of the Northeast corner of Section 1 (the foregoing portion of this exception description beginning with the words "Begin 61 rods, 4 feet" is quoted from Instrument 2013043800), which point of beginning is the Northeast corner of the owner's land; thence South 00 degrees 10 minutes 29 seconds East 79.14 feet along the East line of the owner's land; thence South 89 degrees 49 minutes 30 seconds West 58.80 feet to the West line of the owner's land; thence North 01 degree 02 minutes 42 seconds West 79.15 feet along said West line to the North line of said Section and the Northwest corner of the owner's land; thence North 89 degrees 49 minutes 31 seconds East 60.00 feet along said North line to the point of beginning and containing 0.108 acres, more or less.

Containing 0.071 acres, more or less, after said exception.

All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 6 and 7:

Begin 57 rods 10 feet West of the Northeast corner of Section 1, Township 18 North, Range 3 East, and run thence East 57.19 feet, South 8 rods, West 57.19 feet, North 8 rods to the place of beginning.

Also, commencing 1006.74 feet West and 184 feet South of the Northeast corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, running East 109.6 feet; thence North 11½ degrees West 52 feet; thence West 109.06 feet, thence South 11½ degrees East 52 feet to the place of beginning in Hamilton County, Indiana.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Begin 57 rods 10 feet West of the Northeast corner of Section 1 (the foregoing portion of this exception description beginning with the words "Begin 57 rods 10 feet" is quoted from Instrument 2012082495), which point of beginning is the Northwest corner of the owner's land; thence North 89 degrees 49 minutes 31 seconds East 57.19 feet along the North line of said Section to the Northeast corner of the owner's land; thence South 00 degrees 00 minutes 20 seconds West 79.14 feet along the East line of the owner's land; thence South 89 degrees 49 minutes 30 seconds West 56.94 feet to the West line of the owner's land thence North 00 degrees 10 minutes 29 seconds West 79.14 feet along said West line to the point of beginning and containing 0.104 acres, more or less.

Containing 0.551 acres, more or less, after said exception.

All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 8:

A part of the Northeast Quarter Section 1, Township 18 North, Range 3 East, described as follows:

Begin at a point 794.31 feet West of the Northeast corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence West 99.0 feet to a point; thence South 255.6 feet to an iron stake; thence East 148.4 feet to an iron stake (said stake being on the West line of Roberts Addition to the Town of

Westfield); thence North on and along the West line of Roberts Addition 66.0 feet to an iron stake and an old corner post; thence West 49.0 feet to an iron stake and an old corner post, 188.7 feet South of the place of beginning; thence North 188.7 feet to the place of beginning.

Excepting therefrom:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, and being that part of the owner's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Begin at a point 794.31 feet West of the Northeast corner of the Northeast Quarter of Section 1 (the foregoing portion of this exception description beginning with the words "Begin at a point" is quoted from Instrument 2012082495), which point of beginning is the Northeast corner of the owner's land; thence South 00 degrees 12 minutes 40 seconds East 79.14 feet along the East line of the owner's land to point "43601" designated on said Parcel Plat; thence South 89 degrees 49 minutes 30 seconds West 98.85 feet to the west line of the owner's land; thence North 00 degrees 00 minutes 20 seconds East 79.14 feet along said West line to the North line of said Section and the Northwest corner of the owner's land; thence North 89 degrees 49 minutes 31 seconds East 98.55 feet (99.0 feet by said Instrument 2012082495) along said North line to the point of beginning and containing 0.179 acres, more or less.

Containing 0.476 acres, more or less, after said exception.

All bearings in this description which are not quoted from previous instruments are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 9:

Lot Numbered Three (3) in Robert's Addition in the Town, now City of Westfield, in Hamilton County, Indiana, as per plat thereof, recorded March 3, 1884, in Deed Record 39, Page 433, in the Office of the Recorder of Hamilton County, Indiana.

Parcel 10:

Lot Numbered Four (4) in Robert's Addition in the Town, now City of Westfield, in Hamilton County, Indiana, as per plat thereof, recorded March 3, 1884, in Deed Record 39, Page 433, in the Office of the Recorder of Hamilton County, Indiana, except Seventy-Five (75) feet off the entire West end thereof.

Parcel 11: Intentionally Deleted

Parcel 12:

Part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, described as follows:

Begin at a point on the West line of the S. Robert's Addition in the Town, now City of Westfield, Indiana, said point being 738.49 feet West and 255.32 feet South of the Northeast corner of said Quarter Section, run thence South on the West line of said Addition 100 feet to the North line of Jersey Street in said Town, thence West on said North line 72.72 feet, thence North 100 feet, thence East 74.25 feet, to the place of beginning.

Parcel 13:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, being bounded as follows:

Begin at a point 74.25 feet West of the West Line of S. Robert's Addition in the Town, now City of Westfield, Indiana (as said West line of S. Robert's Addition is monumented, on October 2, 1989) and 225.32 feet

South of the North line of the Northeast Quarter of Section 1, Township 18, North Range 3, East; thence South 100 feet to a point on the North line of Jersey Street in the Town of Westfield, said point on the North line of Jersey Street being 72.72 feet; West of the West line of said Robert's Addition; thence West on said North line 72.72 feet; thence North 100 feet; thence East 74.25 feet to the point of beginning.

Parcel 14:

A part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, situated in the County of Hamilton, State of Indiana and is described as follows:

A strip 21 rods 8 feet wide off the entire South end of the following described tract, to-wit: Beg 61 rods West and 8 rods South of the Northeast corner of Section 1, Township 18 North, Range 3 East and run thence South 1 ½ degrees East 27.16 rods; thence East 6.61 rods; thence North 1 1/2 degrees West 27.16 rods; thence West 6.61 rods to the place of beginning.

Except: A strip 11 rods 8 feet wide off the entire South end thereof.

Also: Part of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 3 East as follows:

Begin 1006.74 feet West and 184.0 feet South of the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence South 1 1/2 degrees East 41.5 feet; thence east 109.06 feet; thence North 1 1/2 degrees East 41.5 feet; thence West 109.06 feet to the place of beginning.

Parcel 15:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana, being bounded as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 1, Township 18 North, Range 3 East; thence South 89 degrees 22 minutes 32 seconds West (assumed bearing) 1,010.50 feet along the North line of said Northeast Quarter; thence South 01 degree 41 minutes 24 seconds East 132.00 feet parallel with the East line of Abel Doan's Addition to Westfield (Deed Record 49, Pages 516-518); thence North 89 degrees 22 minutes 32 seconds East 4.00 feet parallel with the North line of said Northeast Quarter; thence South 01 degree 41 minutes 24 seconds East 62.21 feet parallel with the East line of Abel Doan's Addition to Westfield, to the point of beginning of this description; thence South 01 degree 41 minutes 24 seconds East 161.79 feet to a point on the Easterly extension of the North right-of-way line of Jersey Street; thence South 89 degrees 22 minutes 32 seconds West 105.93 feet along the Easterly extension of the North right-of-way line of Jersey Street; thence North 01 degree 41 minutes 24 seconds West 161.79 feet, parallel with the East line of Abel Doan's Addition to Westfield to a point being South 89 degrees 22 minutes 32 seconds West (parallel with the North line of said Quarter) of the point of beginning; thence North 89 degrees 22 minutes 32 seconds East 105.93 feet parallel with the North line of said Northeast Quarter to the point of beginning.

Parcel 16:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East described as follows:

Begin at the point 1112.67 feet West and 184.0 feet South of the Northeast corner of said Quarter Section; run thence South 171.32 feet to the North line of Jersey Street in the Town of Westfield, Indiana; thence West on the North line of said Jersey Street 60 feet; thence North 171.32 feet; thence East 60 feet to the place of beginning in Hamilton County, Indiana.

Parcel 17:

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, described as follows:

Begin at a point 1158.60 feet West and 184.0 feet South of the Northeast corner of said Quarter Section, run thence South 171.32 feet to the North line of Jersey Street in the Town of Westfield, thence West on the North line of said Street 70.0 feet, thence North 171.32 feet, thence East 70.00 feet to the place of beginning, containing 0.28 acres, more or less.

Also: Begin at a point 1112.67 feet West and 184.0 feet South of the Northeast corner of said Quarter Section, run thence South 171.32 feet to the North line of Jersey Street in the Town of Westfield, thence West on said North line of Jersey Street in the Town of Westfield, 45.93 feet, thence North 171.32 feet, thence East 45.93 feet to the place of beginning, containing 0.18 acres, more or less.

Except: Begin at a point 1112.7 feet West and 184 feet South of the Northeast corner of said Quarter Section, run thence South 171.32 feet to the North line of Jersey Street in the Town of Westfield, Indiana, thence West on the north line of said Jersey Street 60 feet, thence North 171.32 feet, thence east 60 feet to the place of beginning.

Parcel 18:

Lot No. 36 in Abel Doan's Addition to the town of Westfield, Hamilton County, Indiana (also further described as 120 South Poplar Street, Westfield, Indiana) as recorded in the Hamilton County Recorder's Office in Deed Record Book No. 131 at Page 26.

Excepting therefrom: A part of Lot 36 in Abel Doan's Addition to the Town of Westfield, the plat of which subdivision is recorded in Deed Record 49, Page 156 (Deed Record Book No. 131 at Page 26 in previous instrument) in the Office of the Recorder of said county, and being that part of the owner's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat thereof, marked Exhibit "B", described as follows:

Beginning at the Southwest corner of said Lot; thence North 00 degrees 47 minutes 02 seconds West 78.38 feet along the West line of said lot to the Northwest corner of said lot; thence North 90 degrees 00 minutes 00 seconds East 81.81 feet along the North line of said lot; thence South 58 degrees 18 minutes 43 seconds West 0.34 feet to point "30215" designated on said Parcel Plat; thence South 04 degrees 08 minutes 13 seconds East 78.13 feet to the South line of said lot and point "44703" designated on said Parcel Plat; thence South 89 degrees 49 minutes 30 seconds West 86.08 feet along said South line to the point of beginning and containing 0.150 acres, more or less.

Containing 0.146 acres, more or less, after said exception.

All bearings in this description are based on the Location Control Route Survey Plat recorded in Instrument 2009053314.

Parcel 19: Intentionally Deleted

EXHIBIT C  
The Garage Parcel



