

## PROJECT AGREEMENT FOR MIXED USE PROJECT

This Project Agreement for Mixed Use Project (the "Project Agreement") is executed as of the 1st day of December, 2025, by and among TRG Development, LLC, an Indiana limited liability company ("Developer"), The Yard at Greenfield, LLC, an Indiana limited liability company ("Owner" and together with the Developer, the "Company"), the City of Greenfield, Indiana, an Indiana municipal corporation ("City"), the City of Greenfield Redevelopment Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-14 *et seq.* (the "RDC"), and the City of Greenfield Economic Development Commission, a commission of the City authorized and existing pursuant to Ind. Code § 36-7-11.9 and -12 (the "EDC" and together with the City and RDC, the "City Bodies"), on the following terms and conditions:

### Recitals

WHEREAS, Company is an Indiana real estate development company with a reputation of delivering complex multi-family, office, retail and community amenities across Indiana; and

WHEREAS, the City desires to incentivize the development of multi-family and higher density development within its Downtown Greenfield Redevelopment Area (the "Area"); and have agreed to provide certain incentives to assist Company in the construction of the Project pursuant to this Project Agreement; and

WHEREAS, Company expects that its total investment in the Project will be approximately Forty Million and no/100 Dollars (\$40,000,000); and

WHEREAS, to stimulate and induce the development of the Project on the Project Site, the City Bodies have agreed, subject to further proceedings required by law, to provide the economic development incentives described herein.

### Project Agreement

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

#### 1. Defined Terms.

**Agreement** shall mean that certain Conditional Project Expenditure Agreement from the City to the Company which shall consist of one or more series of taxable or tax exempt (as determined by the City Bodies, in their sole reasonable discretion) agreements to be issued under Ind. Code § 36-7-12 *et seq.*, in a maximum par amount that Company and City Bodies jointly determine will ensure that one hundred percent (100%) of all tax increment revenue generated by the Project Site within the Allocation Area is utilized to pay debt service on the Agreement. The Agreement shall be payable from the Pledged Increment and other funds available to the City Bodies. The Agreement is estimated to be issued in the maximum expenditure amount of not to exceed \$6,000,000 plus interest at a rate of 8.5% per annum over twenty-five years and produce the net Agreement proceed, which shall be set forth and attached hereto as **Exhibit E** following the execution of the Agreement.

**Agreement Documents** shall mean the documents evidencing and/or securing the Agreement.

**Agreement Proceeds** shall mean the proceeds of the Agreement, which Agreement Proceeds shall be used to pay (a) Approved Costs, (b) Closing Costs related to the closing of the Agreement, including City attorney costs, municipal advisor fees, and bond counsel fees, and (c) reasonably incurred and documented administrative costs of the City associated with maintaining the Agreement.

**Agreement Term** shall mean twenty-five (25) years from the date of issuance of the Agreement.

**Alleys** means those platted sections of right of way located on **Exhibit G**.

**Allocation Area** shall mean the Downtown Greenfield Redevelopment Area tax allocation area established on or about March 12, 2014 by City Bodies pursuant to Ind. Code § 36-7-14 *et seq.*

**Ancillary Agreements** shall mean, individually or collectively, the instruments and agreements referenced or contemplated herein, including, without limitation, the Agreement, Multi-Party Agreement, Parking Agreement, and any other agreements or reservations set forth therein and other documents needed to effectuate the intent of this Project Agreement.

**Approved Costs** shall mean all Hard Costs and Soft Costs (including capitalized interest, if any, on the Agreement) related to the Project.

**Assessments** shall mean all general and special governmental and utility assessments.

**Change Order** shall mean a change order executed by the City (or its designee) and Company finalizing the inclusion into the Final Documents of a change proposed in a Change Order Request by Company that is approved by the City (or its designee); provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Company.

**Change Order Request** shall mean a written request for a change to the Final Documents.

**City Body or City Bodies** shall mean the City Board of Public Works and Safety, the City Common Council, the RDC, and/or EDC as applicable.

**City Fees** shall mean all local fees assessed by City in connection with Company's development and construction of the Project on the Project Site, including but not limited to inspection fees, impact fees, improvement location fees, permit fees, sign permit fees, sewer and stormwater fees (such as capacity, connection, impact, and tap fees associated with initial construction, but not including post-occupancy monthly user fees, variance requests, and inspection fees).

**City Parcels** shall mean the real property generally known as (i) 219 S Pennsylvania Street, Greenfield, Indiana 46140, parcel identification number 30-11-05-103-015.000-009; (ii) W Osage Street Rear, parcel identification number 30-11-05-103-016.000-009; and (iii) a portion of 101 W South Street, Greenfield, Indiana 46140, parcel identification number 30-11-05-102-053.000-009; and depicted in **Exhibit A**.

**City Parcel Deed** shall mean a limited warranty deed by which the applicable City Bodies shall

convey its interest in the City Parcels to Owner, which deed shall be subject to the Permitted Exceptions and reserve the Power of Termination.

**Claims** shall mean claims, liabilities, damages, injuries, losses, liens, costs, and/or expenses (including, without limitation, reasonable attorneys' fees); provided that in no event shall Claims include consequential or punitive damages.

**Closing** shall mean the completion of the following: (a) recordation of the Construction Phase Plat (if such recordation has not previously occurred); (b) execution (if such execution has not previously occurred) of all Ancillary Agreements; (c) the City's issuance of the Agreement; (d) conveyance of the City Parcels to the Company pursuant to the City Deed; and (e) Project Lender issuing the Project Loan to Company (and Company authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions).

**Closing Costs** shall mean all recording fees, escrow closing costs, and such other closing fees, costs, and charges customarily associated with closing of the Agreement.

**Closing Date** shall mean, the date on which the Closing occurs, which date shall be by or before the Outside Closing Date.

**Company Parcels** shall mean the real property generally known as (i) 225 S Pennsylvania Street, Greenfield, Indiana 46140, parcel identification number 30-11-05-103-024.000-009; (ii) 106 W Osage Street, parcel identification number 30-11-05-103-025.000-009; (iii) 106 W Osage Street, Greenfield, Indiana 46140, parcel identification number 30-11-05-103-026.000-009; (iv) and the retained portion of 121 S Pennsylvania Street, Greenfield, Indiana 46140 following the transfer of the Penn Parcel to the City, parcel identification number 30-11-05-103-008.000-009, all depicted on Exhibit B.

**Concept Plan** shall mean the plan for the Project. The Concept Plan is attached as Exhibit C and may be updated from time to time upon mutual agreement of Company and the City.

**Construction Drawings** shall mean construction drawings with respect to the construction of the exterior components of the Project.

**Construction Phase Plat** shall mean the plat of the land prepared by Company that has received all final approvals on or before Closing and is recorded in the Office of the Recorder of Hancock County, Indiana prior to or contemporaneous with other documents needed for Closing.

**Construction Schedule** shall mean, for the Project, the portion of the Final Documents comprised of the scheduled date for Substantial Completion of such Project.

**Cure Period** shall mean a period of: (a) ten (10) days after receipt of written notice of such default given in the case of any monetary default; and (b) thirty (30) days after a party failing to perform or observe any other term or condition of this Project Agreement to be performed or observed by it receives written notice specifying the nature of the default; provided that, if such default is of such a nature that it cannot be remedied within thirty (30) days, despite commercially reasonable diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the default, so long as the defaulting party: (i)

commences to cure the default within the thirty (30) day period; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of default.

**Current Year Taxes** shall mean, with respect to the applicable parcel of real estate, the Real Estate Taxes assessed for, and first becoming a lien against, the applicable real estate during the year in which such real estate is acquired by the applicable party.

**Diligence Period** shall mean one hundred eighty (180) days commencing on the Execution Date and terminating one hundred eighty (180) days thereafter. The Company may extend the Diligence Period one time for a period of sixty (60) additional days upon written notice to the City.

**Event of Default** shall have the meaning set forth in Section 15.

**Execution Date** shall mean the date set forth in the opening paragraph of this Project Agreement.

**Final Document(s)** shall mean the final Construction Schedule and the final Construction Drawings for the Project, as each may be amended, by Permitted Changes and Change Orders.

**Final Inspection** shall mean an inspection of the Project after Substantial Completion thereof.

**Force Majeure** shall mean, with respect to Company or City Bodies, any cause that is not within the reasonable control of Company or City Bodies, respectively, including, without limitation: (a) an act or omission of one of the other parties hereto who is not the party claiming force majeure; (b) unusually inclement weather but not cold, ice, sleet, snow or hail in amounts typical in Indiana; (c) the unusual unavailability of materials, equipment, services, or labor; and (d) utility or energy shortages or acts or omissions of public utility providers; provided that a party's failure to anticipate normal and customary delays due to weather or normal and customary time periods to obtain Required Permits shall not be deemed Force Majeure.

**Hard Costs** shall mean the costs incurred in connection with construction of the Project, which costs are customarily known in the industry as "hard costs".

**Inspectors** shall mean such parties designated by the City as its inspectors.

**Latent Defect** shall mean a Material Defect with respect to the Project that: (a) is not discovered, and reasonably is not discoverable, by the City or Inspector during a Permitted Inspection and/or the Final Inspection; and (b) has a material and adverse effect on the use, operation, structure, or longevity of the Project.

**Laws** shall mean all applicable laws, statutes, and/or ordinances, building codes, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance, and all applicable environmental laws.

**Material Defect(s)** shall mean any item or component of the exterior of the Project that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Documents; or (c) has not been performed materially in accordance with the terms and conditions

of this Project Agreement.

**Mixed-Use Complex** shall mean the two (2) buildings containing multi-family housing and retail and/or commercial space appurtenant thereto, as shown on Exhibit C.

**Multi-Party Agreement** shall mean an agreement by and among the applicable City Bodies and the Project Lender pursuant to which (a) the Project Lender agrees to give to the City Bodies: (i) notices of material defaults by Company under the Project Loan Documents; and (ii) the right (but not obligation) to cure defaults by Company under the Project Loan Documents; (b) provides for the release of the Project Loan in the event of the exercise of the Power of Termination. The Multi-Party Agreement shall be in form and substance reasonably acceptable to the City Bodies, Company and Project Lender and shall specifically state that in the event of conflict between any term or provision of the Multi-Party Agreement and any term or provision included in the Project Loan Documents, the terms of the Multi-Party Agreement shall control.

**Non-Compliance Notice** shall mean a written notice identifying any Material Defect discovered during a Permitted Inspection or a Final Inspection.

**Outside Closing Date** shall mean March 31, 2026.

**Parking Agreement** shall mean an agreement by and among the City and the Owner pursuant to which the parties shall provide mutual access between the Parking Garage and the Multi-Family Housing Complex, and whereby the City shall grant Owner a perpetual license for the use of overnight parking spaces in the Parking Garage for residents of the Multi-Family Housing Complex.

**Parking Garage** shall mean the approximate 123,690 square foot structured parking garage consisting of 350 parking spaces to be constructed on the Parking Garage Parcels. The Parking Garage shall be constructed separately from the Project and in accordance with Indiana law. Following completion of the Parking Garage, the City shall dedicate up to one hundred forty-four (144) parking spaces to be used for overnight parking for future residents of the Multi-Family Housing Complex. The total cost of the Parking Garage, inclusive of hard costs, soft costs, offsite utilities, permits and impact fees, will be approximately \$11,500,000.

**Parking Garage Bond(s)** shall mean one or more series of taxable or tax exempt (as determined by the City Bodies, in their sole reasonable discretion) economic development revenue bonds to be issued under Ind. Code § 36-7-12 *et seq.*, in a maximum par amount that City Bodies jointly determine. The Parking Garage Bonds shall be payable from any funds available to the City Bodies. The Parking Garage Bonds are estimated to be issued in the par amount of Twelve Million and no/100 Dollars (\$12,000,000) and produce the net bond proceeds which shall be set forth and described on Exhibit F following the City's execution of a contract for construction of the Parking Garage.

**Parking Garage Bond Proceeds** shall mean the proceeds of the Parking Garage Bond(s), which Bond Proceeds shall be used to pay (i) all hard and soft costs of constructing the Parking Garage and (ii) closing costs reasonably incurred and documented administrative costs of the City Bodies associated with maintaining the Parking Garage Bond.

**Parking Garage Parcels** shall mean (1) that portion of 101 W South Street, Greenfield, Indiana 46140, parcel identification number 30-11-05-102-053.000-009 retained by the City; and (2) the Penn Parcel, as depicted on **Exhibit D**.

**Penn Deed** shall mean a limited warranty deed by which the Company shall cause the Penn Parcel to be conveyed to the City.

**Penn Parcel** shall mean that that portion of 121 S Pennsylvania Street, Greenfield, Indiana, parcel 30-11-05-103-008.000-009, as depicted on **Exhibit D**.

**Permitted Change** shall mean a change to a Final Document for the Project that: (a) is not material in the overall scope and design of the Project; (b) is in conformity with the Laws; (c) does not result in the Final Document containing a Material Defect; and (d) does not make it unlikely, impracticable, or impossible for Company to complete and open the Project, or any component thereof, by the applicable date set forth in a Construction Schedule. In addition to the foregoing, any change required by the Laws shall constitute a Permitted Change.

**Permitted Exceptions** shall mean: (a) the lien of Current Year Taxes and Assessments not delinquent; (b) this Project Agreement, together with any Ancillary Agreements; (c) the Power of Termination and (d) such other matters as are accepted by the City Bodies (as applicable) in writing or which Company or City Bodies (as applicable) is deemed to have waived pursuant to the terms and conditions of this Project Agreement.

**Pledged Increment** shall mean one hundred (100%) of the tax increment revenue generated from the Project Site located within the Allocation Area.

**Power of Termination** shall mean an exception in the City Deed permitting the City Bodies to re-enter the City Parcels and divest Owner of title thereto and to cause title to the City Parcels to re-vest in the City Bodies, in the event of a default described in **Sections 17(a) or 17(b)**, which re-vesting shall be free and clear of all matters other than those to which title was subject upon the City Bodie(s)' delivery of the City Deed to Owner. The Power of Termination shall lapse and expire by its own terms upon Substantial Completion of the Project. Upon lapse and expiration of the Power of Termination, the City, Bodies, upon Owner's written request, shall execute and deliver an affidavit releasing such right in recordable form.

**Project** shall mean the development and construction of the (a) Mixed-Use Complex on the Project Site; and (b) the Utility Relocation, which Project is expected to represent an aggregate investment by the Company of approximately Forty Million and no/100 Dollars (\$40,000,000) in the City.

**Project Lender** shall mean a financial institution that is not affiliated with Company making the Project Loan, and any successor or assignee thereof.

**Project Loan(s)** shall mean one (1) or more construction loans to Company, the proceeds of which, along with the Agreement Proceeds shall be used to fund development and construction of the Project. The Project Loan shall be disbursed pursuant to the Project Loan Documents, and the proceeds available at Closing (subject to the satisfaction of customary draw conditions).

**Project Loan Documents** shall mean, individually or collectively and for the Project, the documents evidencing or securing the Project Loan(s).

**Project Site** shall mean those parcels of real property consisting of the City Parcels and the Company Parcels.

**Property Inspections** shall mean surveys, borings, tests, inspections, examinations, studies, and investigations, including, without limitation, environmental assessments.

**READi Grant** shall mean a grant from the Regional Economic Acceleration & Development Initiative (READi).

**Real Estate Taxes** shall mean all real estate taxes levied on, against, or with respect to all or any specified portion of the Project and Project Site.

**Required Permits** shall mean all permits, licenses, approvals, and consents required by the Laws for construction, occupancy and use of the Project.

**Riley Parcel** shall mean 120 S. Riley Ave, Greenfield, IN, parcel number 30-11-05-100-001.001-009.

**Riley Deed** shall mean a limited warranty deed by which the Company shall cause the Riley Parcel to be conveyed to the City.

**Schematic Design Drawings** shall mean for the Project the schematic design drawings for the exterior components of the Project.

**Site Plan** shall mean the site plan for the Project.

**Soft Costs** shall mean costs incurred in connection with the Project, which costs are customarily known in the industry as “soft costs”.

**Substantial Completion** shall mean, with respect to the Project, the later of the date that: (a) Company receives a final or temporary certificate of occupancy for such Project; and (b) the date that Company’s architect certifies, per AIA Form G704, that the construction of the Project is substantially complete in material compliance with all Laws, this Project Agreement, the Final Documents (subject to Permitted Changes and Change Orders), and the Required Permits subject only to tenant improvements, certificates of occupancy for individual tenant spaces, landscaping and minor punch list items that do not materially interfere with the use or operation thereof.

**Survey** shall mean an ALTA survey of the Project Site, certified as of a current date by a reputable licensed surveyor; which Survey does not show any matters that would: (a) materially and adversely interfere with the construction and/or use of the Project; or (b) render construction of the Project unusually difficult or costly.

**Title Insurer** shall mean First American Title.

**Utility Relocation** shall mean the location and/or relocation of utilities serving, or that will serve,

the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Project Agreement.

**2. Interpretation; Term and Other General Matters.**

(a) The terms "include", "including" and "such as" shall each be construed as if followed by the phrase "without being limited to".

(b) Whenever a Party's consent, approval, agreement or election is required or permitted by this Project Agreement, such consent, approval, agreement or election shall not be unreasonably withheld, conditioned or delayed.

(c) The term of this Project Agreement shall be for the period commencing on the Execution Date and continuing through the first to occur of (i) Substantial Completion of the Project, or (ii) termination of this Project Agreement. Except as expressly set forth otherwise herein, this Project Agreement shall terminate upon the expiration of this term of this Project Agreement; provided, however, the obligation of the Parties (i) to pay any money owed pursuant to this Project Agreement, or (ii) pursuant to Section 12(l) (for a period of ten (10) years from Substantial Completion), shall survive termination of this Project Agreement.

**3. City's Obligations.** Subject to the terms and conditions of this Project Agreement, the applicable City Body shall: (a) in connection with Company, jointly submit the Construction Phase Plat for final approval and recordation at or prior to Closing; (b) execute and perform (or cause the applicable City Bodies to execute and perform) the Ancillary Agreements; (c) at Closing, issue the Agreement; (d) at Closing, issue the Parking Garage Bonds and make available the Parking Garage Bond Proceeds; (e) cause the Parking Garage to be completed no later than the scheduled date for Substantial Completion of the Project; (f) convey the City Parcels to the Company pursuant to the City Deed at Closing; (g) prior to Closing, cause the Alleys to be vacated upon terms agreed upon between the parties; (h) at or before Closing, accept conveyance of the Penn Parcel pursuant to the Penn Deed; (i) at or before Closing, accept conveyance of the Riley Parcel pursuant to the Riley Deed; (j) prior to Closing, pledge the Pledged Increment to repayment of the Agreement;; (k) provide reasonable assistance to Company in connection the Company's requests and/or applications for READi Grant funding, and enter into a sub-recipient agreement with the Company; (l) provide reasonable assistance to Company in connection with any zoning changes or variances determined to be necessary or appropriate by Company for the construction and use of the Project in accordance with the Final Documents (subject to Permitted Changes and Change Orders); provided, however, City Bodies shall not be obligated to incur any expenses in connection with such assistance; and (m) exercise commercially reasonable efforts to cause the review and timely issuance of the City's development and permit applications necessary to develop and construct the Project on the Project Site, including, whenever reasonably possible, coordinating with Company to lower the Project's costs by supporting the issuance of interim, partial, and/or conditional approvals to allow project critical activities to occur while reserving final approval of less critical activities, to the extent allowed by the Laws; provided, however, City Bodies shall not be obligated to incur expenses related to such assistance.



**4. Company's Obligations.** Subject to the terms and conditions of this Project Agreement, Company shall: (a) at or before Closing, file or cause a petition to be filed with the Council requesting the vacation of the Alleys; (b) convey or cause the Penn Parcel to be conveyed to the City pursuant to the Penn Deed at Closing; (c) convey or cause the Riley Parcel to be conveyed to the City pursuant to the Riley Deed at Closing; (d) at or before Closing, accept conveyance of the City Parcels pursuant to the City Deed; (e) at or before Closing, obtain title to the Company Parcels in fee simple; (f) in connection with the City, jointly submit the Construction Phase Plat for final approval and recordation; (g) complete the Project, including, without limitation, the Utility Relocation, substantially in accordance with the Final Documents (subject to Change Orders and Permitted Changes); (h) pay, when due, all Real Estate Taxes and Assessments on the Project and the Project Site; (i) obtain the Project Loan and ensure that proceeds of the Project Loans are available on the Closing Date (subject to the satisfaction of customary draw conditions); (j) take all steps necessary to receive READi Grant funding to be applied to the cost of the Project and enter into a sub-recipient agreement with the City; and (k) pay when due the City Fees, and (l) execute and perform the Ancillary Agreements.

**5. Closing.** Subject to the terms and conditions of this Project Agreement,

(a) Closing. Closing shall occur (i) on a date designated by Company that is by or before the Outside Closing Date, and (ii) at the office of the Title Insurer or at such other place as the City and Company mutually may agree.

(b) Deliveries - Closing. At Closing, unless another time is specifically stated, or the act has previously occurred:

(i) Company shall execute and deliver to the City evidence reasonably satisfactory to the City that it has closed the Project Loan and is entitled to draw on the Project Loan beginning on such Closing Date (subject to the satisfaction of customary draw conditions);

(ii) Company shall execute and deliver, or cause to be executed and delivered, the Riley Deed and the Penn Deed conveying to the City fee simple title to the Riley Parcel and Penn Parcel;

(iii) The applicable City Bodies shall execute and deliver the City Deed conveying to the Owner fee simple title to the City Parcels.

(iv) The applicable City Bodies shall deliver possession of the City Parcels to Owner, free and clear of all rights and claims of any other party to the possession, use, or occupancy of the City Parcels, subject to the Permitted Exceptions.

(v) The applicable City Bodies and the Company shall execute and deliver the Ancillary Agreements;

(vi) The applicable City Bodies shall execute and deliver the Agreement Documents for the Agreement and the Parking Garage Bonds;

(vii) The applicable City Bodies and the Company shall execute and deliver copies of such resolutions, consents of members, partners, officers and/or shareholders and other evidence as the City Bodies, Company, or the Title Insurer reasonably may request;

(viii) The applicable City Bodies and the Company shall execute and deliver such other customary documents or instruments as the City Bodies, Company or the Title Insurer may request in connection with the Closing;

(ix) The parties shall execute and deliver the Parking Agreement.

(x) The Company shall deliver certificates of policies of insurance required pursuant to **Exhibit H**; and

(xi) Agreement Proceeds may be used to pay Closing Costs, but in any event the Company shall be liable for such Closing Costs.

**6. Taxes.** Intentionally Omitted.

**7. Conditions to Company Obligations.** Notwithstanding anything to the contrary set forth herein, the obligations of Company with respect to the Project Closing are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this **Section 7**:

(a) **Environmental Condition.** Prior to expiration of the Diligence Period, Company shall have conducted all Property Inspections that it deems to be necessary or appropriate and has determined that there: (i) is no contamination or pollution of the Project Site, or any groundwater thereunder, by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site.

(b) **Physical Condition.** Prior to expiration of the Diligence Period, Company shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would interfere materially with the construction and use of the Project or require unusually costly development techniques, in accordance with the terms and conditions of this Project Agreement.

(c) **Zoning.** Prior to the Closing, Company shall determine that the Project Site is appropriately zoned for the Project.

(d) **Utility Availability.** Prior to the expiration of the Diligence Period, Company shall have determined that gas, electricity, telephone, cable, water, storm and sanitary sewer, and other utility services are or will be: (i) in adjoining public rights-of-way or properly granted utility easements; and (ii) serving, or will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Project Agreement.

(e) **Required Permits.** Prior to the Closing, Company shall have (i) obtained; or (ii) determined that it shall be able to obtain, all Required Permits then available for the Project.

(f) Financial Ability. Prior to the Closing, Company shall have determined that it has adequate funds (Project Loan proceeds, Agreement Proceeds and/or cash on hand) to construct the Project.

(g) Ancillary Agreements. On or before the Closing Date, the City (or the applicable City Bodies) and Company, each exercising commercially reasonable discretion, shall have approved and executed (or execute at the Closing) the Ancillary Agreements.

(h) Agreement Proceeds. On or before the Closing Date, City Bodies, using commercially reasonable efforts, shall have taken all action necessary to authorize the Agreement.

(i) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto, shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Company without Company's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(j) Construction Phase Plat. On or before the Closing Date, the Construction Phase Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hancock County, Indiana, and be recorded.

(k) Parking Garage. On or before the Closing Date, the City shall have entered into a separate agreement for the construction of the Parking Garage. On or before the Closing Date, City Bodies, using commercially reasonable efforts, shall have: (i) taken all action necessary to authorize the Parking Garage Bonds; and (ii) demonstrated that the Parking Garage Bond proceeds shall be made available to the entity selected to construct the Parking Garage.

(l) City Body Approvals. As of the Closing Date, City Bodies shall have obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Project Agreement, the Ancillary Agreements, and any Agreement Documents to which it is a party.

(m) Compliance. As of the Closing Date, this Project Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(n) No Breach. As of the Closing Date: (i) there shall be no breach of this Project Agreement by City Bodies that the applicable City Body has failed to cure within the Cure Period; and (ii) all the representations in Section 10(a) shall be true and accurate in all material respects.

Subject to Section 9, if any of the conditions set forth in this Section are not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, Company either may elect to: (A) waive in writing satisfaction of the conditions and proceed to the Closing; or (B) terminate this Project Agreement and any executed Ancillary Agreements by delivery of written notice to City Bodies; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Project Agreement by a City Body, Company shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, Company shall (1) work diligently and in good faith to satisfy the conditions set forth in this Section, and (2) if Company

fails to terminate this Project Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, Company shall be deemed to have waived such condition and shall proceed to Closing.

**8. Conditions to City Bodies' Obligations.** Notwithstanding anything to the contrary set forth herein, the obligations of City Bodies with respect to proceeding to the Closing are subject to the satisfaction or waiver in writing, of the following prior to the applicable period specified in this Section:

(a) Required Permits. Prior to Closing, Company shall have obtained, or City Bodies shall have determined that Company shall be able to obtain, all Required Permits then available for the Project.

(b) Financial Ability. Prior to Closing, Company shall have demonstrated to City Bodies that it has adequate funds (Project Loan proceeds, and/or cash on hand) to construct the Project.

(c) Environmental Condition. Prior to the expiration of the Diligence Period, Company shall have demonstrated to City Bodies that there: (i) is no contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site. As of the expiration of the Diligence Period, there shall not have been any material adverse change in the environmental condition of the Project Site.

(d) Ancillary Agreements. Prior to Closing, the City (or the applicable City Bodies) and Company, each exercising commercially reasonable discretion, shall have approved and executed (or at Closing will execute) the Ancillary Agreements.

(e) Financing Documents. On or before the Closing Date, the Project Loan shall be closed, and in connection therewith, the Project Loan Documents, and any additional documents relating thereto shall be fully executed by all parties thereto and the proceeds of the Project Loan shall be immediately available to Company without Company's satisfaction of any additional conditions (except for the satisfaction of customary draw conditions).

(f) Procedure. Prior to the expiration of the Diligence Period, the Parties have agreed on the terms on which the Agreement and the Parking Garage Bonds will be issued, and each of the City Bodies has completed all procedures required by the Laws in connection with consummating the transaction contemplated herein, including that all recommendations, approvals, authorizations, resolutions, and/or ordinances required to be completed, obtained, and/or adopted in connection with: (i) the issuance of the Agreement and the Parking Garage Bonds on the terms to which the Parties have agreed; t; and (iii) the pledging of the Pledged Increment to the payment of the Agreement.

(g) Construction Phase Plat. On or before the Closing Date, the Plat shall have received final approval from the Transfer and Mapping Department of the office of the Auditor of Hancock County, Indiana, and be recorded.

(h) Company Approvals. On or before the Closing Date, Company has obtained all consents and approvals, and adopted all resolutions, required to be obtained and/or adopted in connection with the execution of, and the performance of its obligations under, this Project Agreement, the Ancillary Agreements, and any Bond Documents to which it is a party.

(i) Compliance. As of the Closing Date, this Project Agreement, and compliance with the terms hereof, are not in violation of any applicable Laws and no claims or causes of action asserting any violation of Laws shall have been asserted or threatened by any third party.

(j) No Breach. As of the Closing Date: (i) there shall be no breach of this Project Agreement by Company that Company has failed to cure within the Cure Period; and (ii) the representations and warranties set forth in Subsections 10(b) and (c) shall be true and accurate in all material respects.

Subject to Section 9, if one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as their sole and exclusive remedy, City Bodies either may elect to: (i) waive in writing satisfaction of the conditions and proceed to the Closing; or (ii) terminate this Project Agreement and the Ancillary Agreements by a written notice to Company; provided, that, with respect to any unsatisfied conditions resulting from a breach of this Project Agreement by Company, City Bodies shall have all of the rights and remedies set forth in Section 15. Notwithstanding anything to the contrary set forth herein, (1) City Bodies shall work diligently and in good faith to satisfy the conditions set forth in this Section; and (2) if the applicable City Body fails to terminate this Project Agreement for any unsatisfied condition on or before the expiration of the time period specified for satisfaction of such condition, such City Body shall be deemed to have waived such condition and shall proceed to Closing.

**9. Incurred Costs and Failure to Close**. Each of the City Bodies and Company is entering into this Project Agreement, and incurring significant expense, under the good-faith assumption that the other party will proceed to Closing on or before the Outside Closing Date, unless otherwise mutually agreed in writing by the Company and City. Accordingly, if, after expiration of the Diligence Period, Closing does not occur on or before the Outside Closing Date, then each party shall be responsible for paying its own costs and expenses.

## **10. Representations and Warranties**

(a) City Bodies. Each City Body represents and warrants to Company that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Project Agreement; (ii) the City is a municipal corporation organized and existing under the laws of the State of Indiana; (iii) RDC is the governing body of the City of Greenfield Redevelopment Department organized and existing under the laws of the State of Indiana; (iv) EDC is the governing body of the City of Greenfield Economic Development Department organized and existing under the laws of the State of Indiana; (v) subject to completion of the applicable proceedings required by Laws, it has the power: (A) to enter into this Project Agreement; and (B) to perform its obligations hereunder; (vi) it has been duly authorized by proper action: (A) to execute and deliver this Project Agreement; and (B) to perform its obligations hereunder; (vii) this Project Agreement is the legal, valid, and binding obligation of it; and (viii) it has not engaged or dealt with any real estate broker or agent in connection with the Project, Project

Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction or otherwise by, through, or as a result of, the acts or omissions of a City Body.

(b) Company. Company represents and warrants to each City Body that: (i) Developer is an Indiana limited liability company, duly existing and validly formed under the laws of the State of Indiana; (ii) Owner is an Indiana limited liability company, duly existing and validly formed under the laws of the State of Indiana; (iii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Project Agreement; (iv) it has the authority: (A) to enter into this Project Agreement; and (B) to perform its obligations hereunder; (v) it duly has been authorized by proper action: (A) to execute and deliver this Project Agreement; and (B) to perform its obligations hereunder; (vi) this Project Agreement is the legal, valid, and binding obligation of Company; (vii) neither it nor any party affiliated with it has engaged or dealt with any real estate broker or agent in connection with the Project, the Project Site, or this transaction and no person or entity is entitled to claim a commission or fee in connection with this transaction by, through, or as a result of, the acts or omissions of Company or any party affiliated with Company; and (viii) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Company has employees, Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Company has employees, Company will state, in all solicitations or advertisements for employees placed by or on behalf of Company, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin. Company states that it does not currently have employees.

(c) E-Verify. All terms defined in IND. CODE § 22-5-1.7 *et. seq.*, are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et. seq.*, if Company has employees, Company covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Execution Date. If Company has employees, within ten (10) days after the Execution Date, Company shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program; and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Company shall provide the City with documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Project Agreement shall not take effect until said affidavit is signed by Company and delivered to the City's authorized representative if Company has employees. Company states that it does not currently have employees.

## **11. Allocation Area and Pledged Increment.**

(a) Allocation Area. Subject to (i) all procedures required by the Laws, and (ii) the terms and conditions of this Project Agreement, prior to Closing, City Bodies shall pledge the Pledged Increment to the repayment of the Agreement for the Agreement Term. Pledged Increment will be utilized first to make current payments of interest and principal on the Agreement (if any), second, to remedy any prior shortfalls with respect to payments of interest and principal on the Agreement, and third, to redeem the Agreement prior to its maturity.

(b) Costs of Issuance and Administrative Fees. Agreement issuance costs and administrative fees, including bond and other counsel fees for City Bodies, not to exceed \$150,000, shall be paid from Agreement Proceeds, if available, provided if no proceeds are available, the Company shall remain liable for the Costs of Issuance.

(c) Agreement Structuring. The Agreement may be structured in one or more series as determined by the City Bodies.

12. [Intentionally Omitted]

13. [Intentionally Omitted]

14. [Intentionally Omitted]

**15. Default.**

(a) Events of Default. It shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Project Agreement to be performed or observed by it if such default or failure is not cured within the applicable Cure Period.

(b) General Remedies. During the continuance of an Event of Default, the non-defaulting party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due under this Project Agreement; (ii) protect the rights granted to the non-defaulting party under this Project Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Project Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Project Agreement to be performed or observed by it.

(c) No Remedy Exclusive; Limitation. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Project Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Project Agreement or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a result of an Event of Default by such party.

**16. Mutual Indemnification.**

(a) City Bodies. To the extent permitted by applicable Laws, City Bodies shall indemnify and hold harmless Company from and against all Claims arising from the breach by City Bodies of any term or condition of this Project Agreement.

(b) Company. Company shall indemnify and hold harmless City Bodies from and against any and all Claims arising from: (i) breaches by Company under contracts to which Company is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Company or any party acting by, under, through or on behalf of Company; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Company or any party acting by, under, through or on behalf of Company; (iii) the negligence or willful misconduct of Company or any party acting by, under, through, or on behalf of Company; or (iv) the breach by Company of any term or condition of this Project Agreement.

Notwithstanding anything to the contrary set forth herein, City Bodies' and Company's obligations under this Section shall survive the termination of this Project Agreement.

**17. Special Remedies.**

(a) No Commencement. Subject to Force Majeure and after offering in writing to meet with Company to discuss Company's failure to commence, if Company has not commenced construction of the Project within ninety (90) days after the Closing Date, then, at any time until Company commences construction of the Project, City may elect, in addition to any other legal and equitable remedies available to City, to (i) unilaterally terminate this Project Agreement; and (ii) re-enter the Project Site and exercise its Power of Termination and cause title to the City Parcels to vest in the RDC, without any liability or obligation to Company. The Power of Termination and foregoing rights shall be deemed exercised upon delivery to Company of Notice delivered at any time after such ninety (90) day period but prior to Commencement of Construction (as defined herein below) of the Project. Upon delivery of such Notice to Company, Company shall surrender possession of the City Parcels to the RDC and title to the City Parcels shall automatically, and without further action, vest in the RDC; provided, however, if title to the property cannot automatically vest in the RDC, Company acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to re-convey the City Parcels to the RDC. Any such re-vesting shall be free and clear of all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than those existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 17(a) or to invoke any available remedy with respect to an Event of Default by Company shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence or continuation of any violation or violations hereunder. For purposes of this Section 17(a), "Commencement of Construction" shall mean material and substantial work on the Project pursuant to Required Permits such as installation of footings and foundations and shall not be deemed to occur as a result of mere excavation work.

(b) Work Stop. After Commencement of Construction, subject to Force Majeure, if all construction work of a material nature ceases with respect to the Project for a period of at least one



hundred twenty (120) days during any three hundred sixty (360) day period, then, at any time until construction work of a material nature resumes and is continuing, City may elect, in addition to any other legal and equitable remedies available to City, to (i) unilaterally terminate this Project Agreement; (ii) re-enter the Project Site and exercise its Power of Termination and cause title to the City Parcels to vest in the RDC, without any liability or obligation to Company. Subject to the foregoing, the Power of Termination and foregoing rights shall be deemed exercised upon delivery to Company of Notice prior to material resumption of the construction work. Such Notice to Project Lender may be recorded by the RDC contemporaneously with, or at any time after, its delivery of such Notice and payment to Project Lender. Upon delivery of such Notice and payment, if applicable, Company shall surrender possession of the City Parcels to the RDC and title to the City Parcels shall automatically and without further action of the parties' vest in the RDC; provided, however, if title to the property cannot automatically vest in the RDC, Company acknowledges and agrees that it shall execute a limited warranty deed and take all other required action under the Laws or by the Title Insurer to convey the City Parcels to the RDC. Any such vesting of the City Parcels shall be free and clear of any, and all encumbrances, liens, mortgages, easements, agreements, and other matters of record other than existing immediately prior to Closing. No delay or failure by City Bodies to enforce any of the covenants, conditions, reservations and rights contained in this Section 17(b), or to invoke any available remedy with respect to an Event of Default by Company shall under any circumstances be deemed or held to be a waiver by City Bodies of the right to do so thereafter, or an estoppel of City Bodies to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder.

**18. Assignment.** Upon Closing, this Project Agreement shall run with the Project Site and shall be binding on successors in title to the Project Site. At any time prior to completion of the Project, and with the prior approval of the City, which approval shall not be unreasonably withheld, the Company may (i) sell all or any portion of the Project, (ii) assign, partially or in its entirety, this Project Agreement to a third party controlling, controlled by or under common control with Company, or (iii) collaterally assign this Project Agreement (or portion hereof) to a Project Lender. In the event of the sale of the Project to a third party, Company shall assign, and subsequent purchaser shall assume, all applicable obligations current and existing under this Project Agreement, and the Project Site shall remain subject to zoning and other land use controls. In addition, without the prior written approval of Company, City Bodies may assign this Project Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder.

**19. Notice.** Any notice required or permitted to be given by any party to this Project Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt. Notice shall be provided as follows: if to (x) the City Bodies: 10 S. State Street, Greenfield, IN 46140, with copies to Richard Starkey, Barnes & Thornburg LLP, 11 S. Meridian Street, Indianapolis, IN 46204, and (z) Company at The Ridge Group, 3225 S Hoyt Ave, Muncie, IN 47302 Attn: Tyler W. Ridge II, with copies to Ted Nolting, Kroger Gardis & Regas, LLP, 111 Monument Circle, Suite 900, Indianapolis, IN 46204. Each of the

Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

**20. Authority.** Each undersigned person executing this Project Agreement on behalf of the City, RDC, EDC, and Company represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City, RDC, EDC, or Company, respectively, to execute and deliver this Project Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Project Agreement; and (c) the execution, delivery, and performance of this Project Agreement duly have been authorized by the City, RDC, EDC, and Company, respectively; provided, however, each of the City's, EDC's, and RDC's ability to perform under this Project Agreement is subject to completion of certain procedures required by Laws which the City, EDC, and RDC agree to undertake with diligence and in good faith.

**21. Force Majeure.** Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money), under, or satisfying any term or condition of, this Project Agreement as a result of Force Majeure, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The Parties acknowledge the ongoing COVID-19 pandemic, and agree: (y) to exercise commercially reasonable, good-faith efforts to: (i) consider all then-current information with respect to; and (ii) adjust for shortages that reasonably can be anticipated with respect to materials, equipment, services, and/or labor that reasonably are likely to occur as a result of; the COVID-19 pandemic; and (z) that, notwithstanding that the COVID-19 pandemic falls within the definition of "Force Majeure", the protections of this Section shall not apply to a claim of Force Majeure based on COVID-19 if the applicable party fails to comply with the foregoing requirement.

**22. Merger.** All prior agreements, understandings, and commitments with respect to the transaction contemplated herein are hereby superseded, terminated, and merged herein, and shall be of no further force or effect. Absent an amendment to, or modification of, this Project Agreement in accordance with this section, in no event shall City Bodies be obligated to perform any work, incur any expenses, or provide any incentives (whether with respect to the Project Site, the Project, or any site or improvements adjacent to, or in the vicinity of, the Project Site) other than as specifically set forth in this Project Agreement. This Project Agreement may be amended or modified only by written instrument executed by City Bodies and Company.

**23. Miscellaneous.** Subject to Section 18, this Project Agreement shall inure to the benefit of, and be binding upon, City Bodies and Company, and their respective successors and assigns. This Project Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Project Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Project Agreement shall be tried and litigated only in the state courts in Hancock County, Indiana,

or the federal courts with venue that includes Hancock County, Indiana. Company waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Company may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Project Agreement may be modified only by a written agreement signed by the City, EDC, RDC, and Company. All Exhibits to this Project Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Project Agreement. If any provision of this Project Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Project Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Project Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Project Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Project Agreement or the scope or content of any of its provisions. Nothing contained in this Project Agreement shall be construed to create a partnership, employment relationship or joint venture between Company, the City, EDC, and RDC or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in Greenfield, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Any amounts due or to be paid hereunder shall bear interest at the prime rate as published in *The Wall Street Journal* plus five percent (5%) per annum from the date due until paid.

**24. Execution of Agreement.** Upon City Bodies’ approval and execution of this Project Agreement, the City shall provide to Company the executed Agreement (the “City-Executed Agreement”). Within ten (10) days of Company’s receipt of the City-Executed Agreement, Company shall execute this Project Agreement and provide the City a copy of such fully executed Agreement. Failure to strictly comply with this Section 24 shall terminate and automatically revoke any offer made by City Bodies herein, and shall, without further action of any of City Bodies, nullify and render of no force or effect City Bodies’ approval of this Project Agreement.

**Index of Exhibits:**

Exhibit A:	City Parcels
Exhibit B:	Company Parcels
Exhibit C:	Concept Plan
Exhibit D:	Parking Garage Parcels
Exhibit E:	Agreement Summary/Financials
Exhibit F:	Parking Garage Summary/Financials
Exhibit G:	Alleys
Exhibit H:	Insurance

IN WITNESS WHEREOF, the City, RDC, EDC, and Company have executed this Project Agreement as of the day and year first written above.

***[Signatures on following pages]***

**“CITY”**

**CITY OF GREENFIELD, INDIANA**

By: \_\_\_\_\_  
Gus Titus, Mayor

**"RDC"**

**GREENFIELD REDEVELOPMENT  
COMMISSION**

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

ATTEST:

By:   
\_\_\_\_\_, Secretary

**“EDC”**

**CITY OF GREENFIELD ECONOMIC  
DEVELOPMENT COMMISSION**

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

**“OWNER”**

YARD AT GREENFIELD, LLC

By: \_\_\_\_\_  
Tyler W. Ridge II, Manager

**“DEVELOPER”**

TRG DEVELOPMENT, LLC

By: \_\_\_\_\_  
Tyler W. Ridge II, Manager

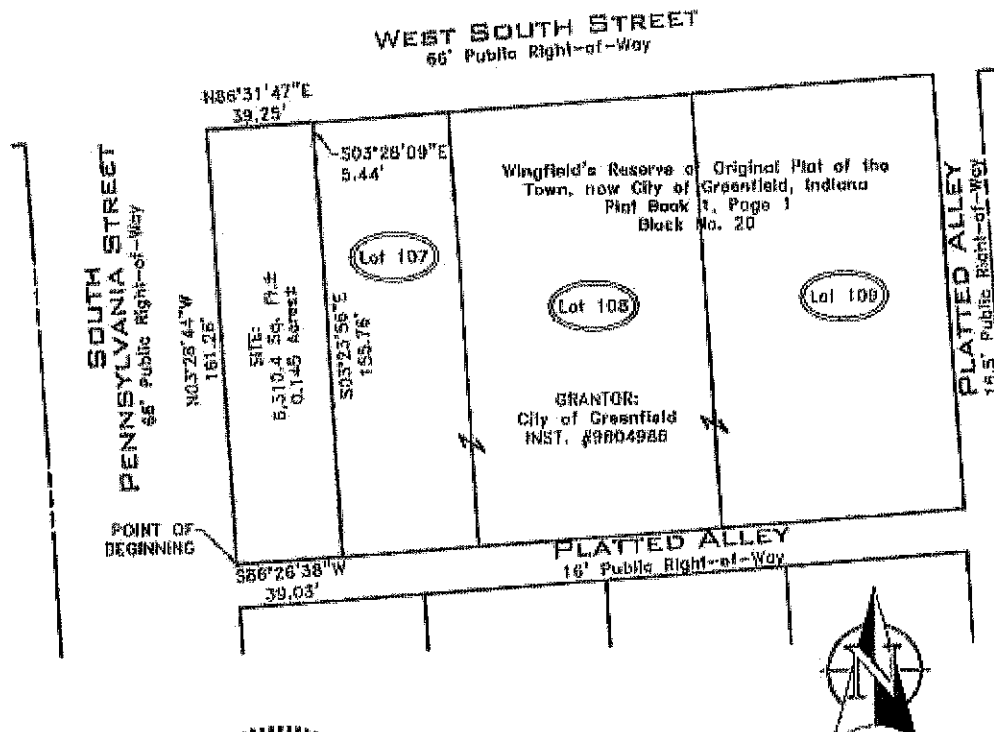


**EXHIBIT "A"**  
**City Parcels**

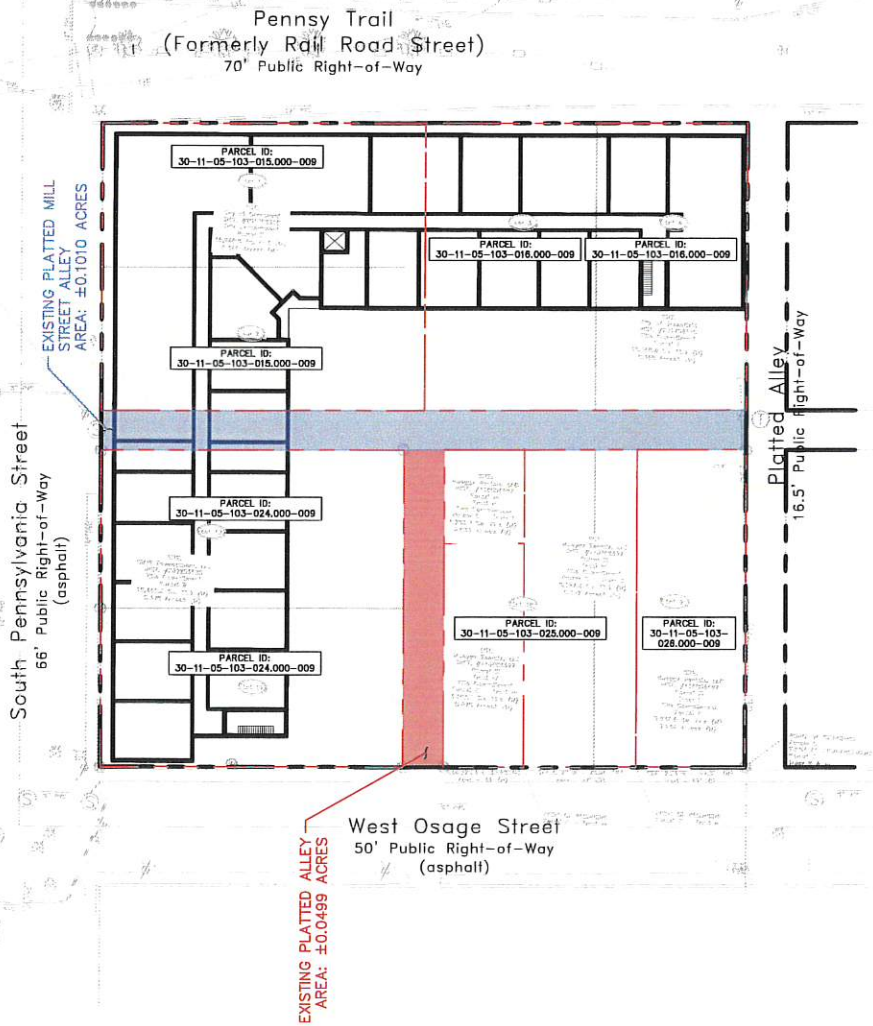
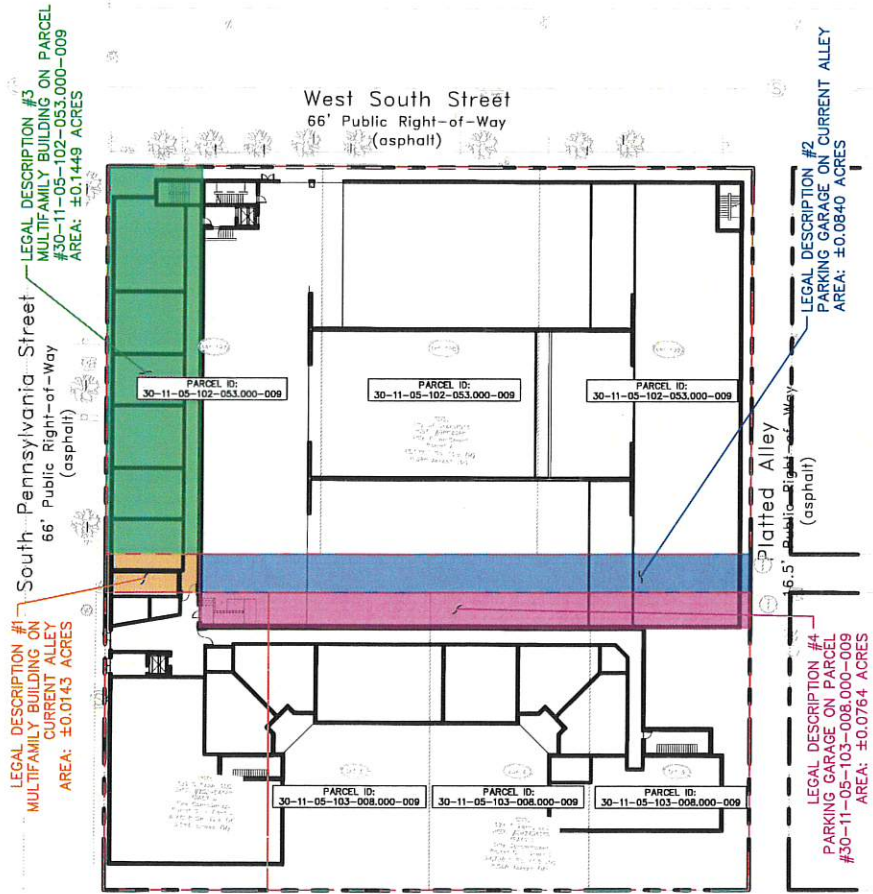
1. State parcel # 30-11-05-103-015.000-009, commonly known as 219 S Pennsylvania St., Greenfield, IN 46140;
2. State parcel # 30-11-05-103-016.000-009, commonly known as W Osage St Rear, Greenfield, IN 46140; and
3. That portion of state parcel # 30-11-05-102-053.000-009, commonly known as 101 W. South Street, Greenfield, IN 46140, as further described below:

A part of Lot 107 of Block No. 20 in Wingfield's Reserve of Original Plat of the Town, now City of Greenfield, Indiana, recorded in Plat Book 1, Page 1 in the Office of the Recorder of Hancock County, Indiana, being a portion of the tract of land granted to the City of Greenfield ("Grantor"), recorded as Instrument Number 9804986 in said Recorder's Office, more particularly described as follows:

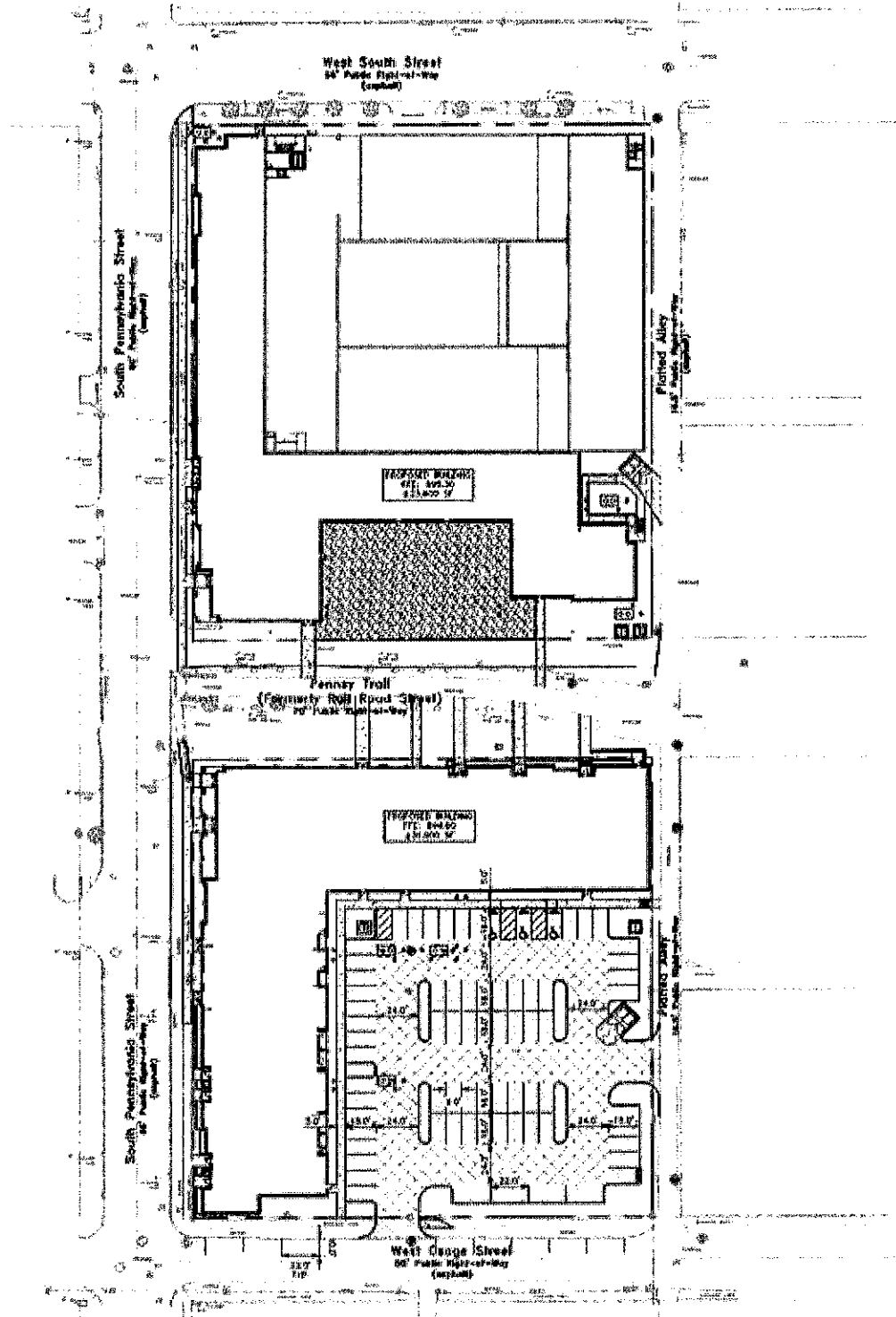
BEGINNING at the southwestern corner of said Lot 107, being the intersection of the eastern right-of-way line of South Pennsylvania Street and a northern right-of-way line of a 16.00-foot-wide platted alley (the following two (2) courses are along the boundary of said Lot 107); (one) thence North 03 degrees 28 minutes 44 seconds West (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 161.26 feet along said eastern right-of-way line to the southern right-of-way line of West South Street; (two) thence North 86 degrees 31 minutes 47 seconds East 39.25 feet along said southern right-of-way line; thence South 03 degrees 28 minutes 09 seconds East 5.44 feet; thence South 03 degrees 23 minutes 56 seconds East 155.76 feet to the northern right-of-way line of said 16.00-foot-wide platted alley coincident with the southern line of said Lot 107; thence South 86 degrees 26 minutes 38 seconds West 39.03 feet along said coincident line to the POINT OF BEGINNING, containing 6,310.4 square feet (0.145 acres), more or less.



**EXHIBIT "B"**  
Company Parcels



**EXHIBIT "C"**  
**Concept Plan**



**EXHIBIT "D"**

**Penn Parcel**

**LAND DESCRIPTION**

A part of Lots 3, 4, and 5 of Pierson's Addition to the City of Greenfield, Indiana ("Pierson's Plat"), recorded in Plat Book A, Page 8 in the Office of the Recorder of Hancock County, Indiana, being a portion of Tract I (Lots 3-5) and Tract II granted to 121 S Penn, LLC ("Grantor"), recorded as Instrument Number 202404109 in said Recorder's Office, more particularly described as follows:

Commencing at the southwestern corner of Lot 107 of Wingfield's Reserve of Original Plat of the Town, now City of Greenfield, Indiana (recorded in Plat Book 1, Page 1 in said Recorder's Office), being the intersection of the eastern right-of-way line of South Pennsylvania Street and a northern right-of-way line of a 16.00-foot-wide platted alley; thence North 86 degrees 26 minutes 38 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 39.03 feet along the southern line of said Lot 107 coincident with the northern right-of-way line of said platted alley; thence South 03 degrees 23 minutes 56 seconds East 16.00 feet to the southern right-of-way line of said platted alley and the northern line of Tract II of said Grantor to a point lying North 86 degrees 26 minutes 38 seconds East 39.01 feet from the northwestern corner of said Tract II and the eastern right-of-way line of South Pennsylvania Street, said point being the POINT OF BEGINNING of this description; thence North 86 degrees 26 minutes 38 seconds East 228.59 feet along the northern lines of Tract II and Tract I of said Grantor, and the northern lines of said Lots 3, 4, and 5, all coincident with the southern right-of-way line of said platted alley to the northeastern corner of said Lot 5, being the intersection of said southern right-of-way line and the western right-of-way line of a 16.50-foot-wide north/south platted alley located between South Pennsylvania Street and South State Street; thence South 03 degrees 19 minutes 12 seconds East 14.86 feet along said western right-of-way line coincident with the eastern line of said Lot 5; thence South 86 degrees 35 minutes 59 seconds West 228.57 feet passing through said Lot 3, 4, and 5, and into Tract II of said Grantor; thence North 03 degrees 23 minutes 56 seconds West 14.24 feet to the POINT OF BEGINNING, containing 3,326.5 square feet (0.076 acres), more or less.



*Josee L. Mosson-Baum*

This description was prepared for Kimley-Horn and Associates, Inc. by Josee L. Mosson-Baum, State of Indiana, Professional Surveyor No. 22400012 on the 15th day of April, 2025.

**PREPARED FOR:**

**KIMLEY-HORN AND ASSOCIATES, INC.**  
500 EAST 96TH STREET, SUITE 300  
INDIANAPOLIS, INDIANA 46240

**PREPARED BY:**

**JOSEE L. MOSSON-BAUM**  
**CENTRAL STATES CONSULTING, LLC**  
P.O. BOX 4  
13 WEST PEARL STREET  
NORTH SALEM, INDIANA 46165  
PHONE: 317-858-8662 FAX: 317-342-2857



**EXHIBIT  
"A"**

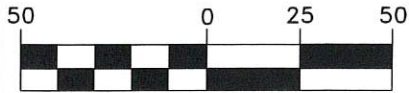
**121 SOUTH PENNSYLVANIA STREET  
GREENFIELD, INDIANA 46140**

DATE: 04-15-2025  
DWN. BY: JLMB  
CHKD. BY: DRM  
SCALE: 1" = 50'

PROJECT NUMBER  
**24-095**

SHEET **1** OF **2**

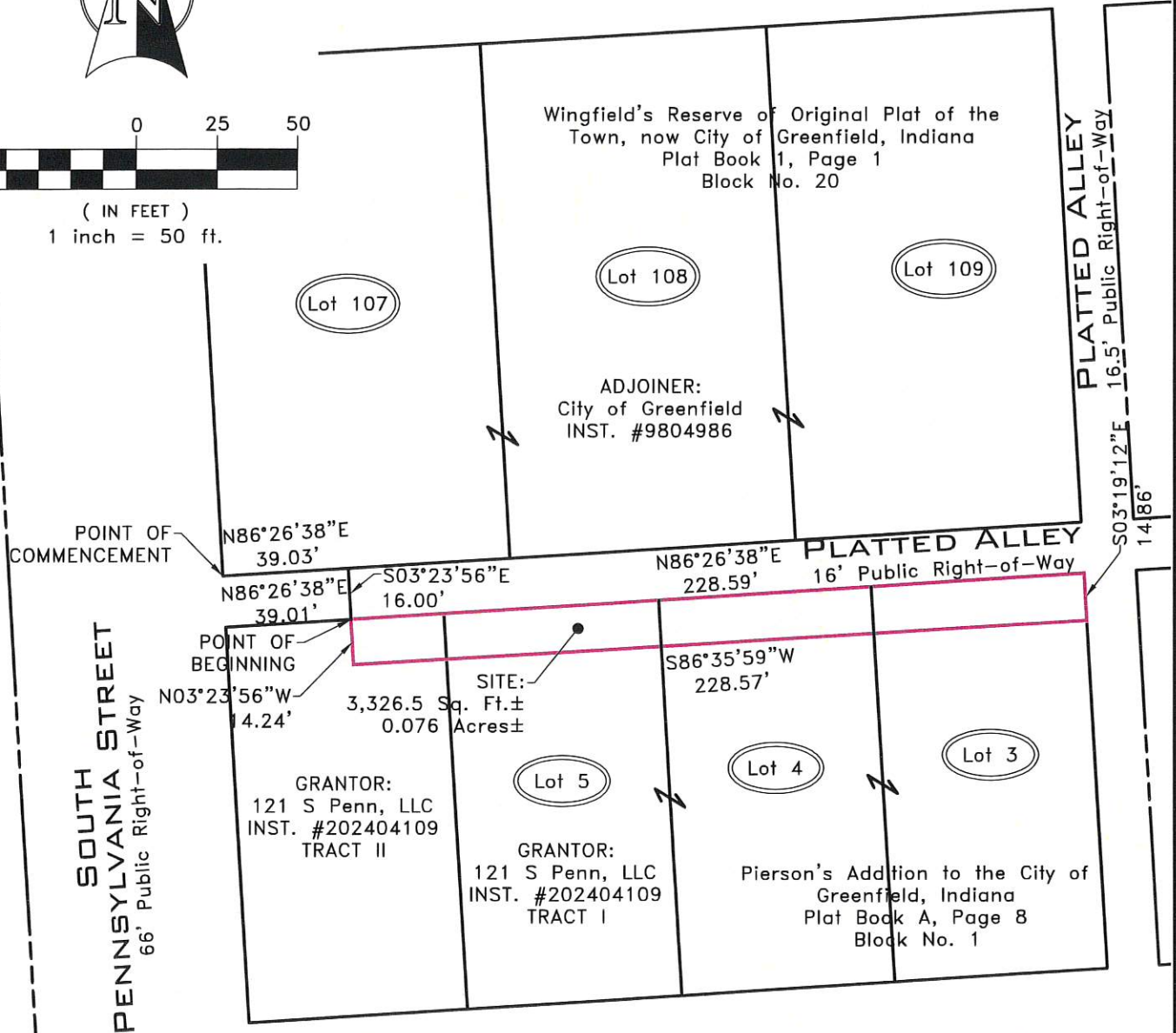




( IN FEET )  
1 inch = 50 ft.

# WEST SOUTH STREET

66' Public Right-of-Way



*Josee L. Mosson-Baum*

Note: This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED FOR:

KIMLEY-HORN AND ASSOCIATES, INC.  
500 EAST 96TH STREET, SUITE 300  
INDIANAPOLIS, INDIANA 46240

PREPARED BY:

JOSEE L. MOSSON-BAUM  
CENTRAL STATES CONSULTING, LLC  
P.O. BOX 4  
13 WEST PEARL STREET  
NORTH SALEM, INDIANA 46165  
PHONE: 317-858-8662 FAX: 317-342-2857



## EXHIBIT "B"

121 SOUTH PENNSYLVANIA STREET  
GREENFIELD, INDIANA 46140

DATE: 04-15-2025  
DWN. BY: JLMB  
CHKD. BY: DRM  
SCALE: 1" = 50'

PROJECT NUMBER  
24-095  
SHEET 2 OF 2

**Exhibit E**  
*[Agreement Summary]*

[To be inserted following execution of Conditional Project Expenditure Agreement]

**Exhibit F**

*[Parking Garage Summary]*

[To be inserted following City's execution of contract for construction of Garage]

7J: ;4:F '9'  
3^WHLSH[a` AdM` S UW

## **ORDINANCE NO. 2025/27**

### **AN ORDINANCE AMENDING ORDINANCE NO. 2025/26 VACATING PUBLIC WAYS IN THE CITY OF GREENFIELD, INDIANA**

**WHEREAS**, the City of Greenfield, Indiana is in the process of working with The Ridge Group regarding the construction of certain improvements to be constructed between South Street, Pennsylvania Street, Osage Street, and State Street within the City; and

**WHEREAS**, in order to facilitate the construction of said improvements, a portion of four (4) alleys owned by the City of Greenfield, Indiana, as described and depicted on Exhibits A through D, attached hereto and incorporated by reference herein, needs to be vacated; and

**WHEREAS**, after due publication of notice pursuant to the laws of the State of Indiana, a public hearing was conducted before the Common Council of the City of Greenfield, Indiana regarding vacating as alleys that real estate described and depicted on Exhibits A through D was properly held and all interested persons were given the opportunity to participate; and

**WHEREAS**, the City Engineer has advised that there does not exist within the alleys under consideration, any City infrastructure and therefore the Common Council of the City of Greenfield, Indiana, believes the vacating of said alleys is in the best interest of the health, safety, and welfare of the citizens of Greenfield, Indiana; and

**WHEREAS**, the Common Council adopted Ordinance No. 2025/26 on July 8, 2025 vacating a portion of the four (4) alleys described; and

**WHEREAS**, the Common Council now wishes to amend Ordinance No. 2025/26 to provide for specific portions of the vacated alleys to be transferred to abutting landowners as authorized by Ind. Code 36-7-3-14(a) and as agreed upon by the parties.

**THEREFORE, BE IT ORDAINED** by the Common Council of the City of Greenfield, Indiana that Ordinance No. 2025/26 is hereby amended and replaced with the following:

#### **SECTION I**

Those portions of the alleys currently existing within the City of Greenfield, Indiana described and depicted on Exhibits A and B, attached hereto and incorporated by reference herein, are hereby vacated with ownership of said alleys being evenly divided between all abutting landowners.

#### **SECTION II**

Those portions of the alleys currently existing within the City of Greenfield, Indiana described and depicted on Exhibits C and D, attached hereto and incorporated by reference herein, are hereby vacated.

Ownership of the portion of the alley described in Exhibit C shall be transferred to 121 S Penn LLC, to be included with parcel no. 30-11-05-103-008.000-009,

Ownership of the portion of the alley described in Exhibit D shall be transferred to the City of Greenfield, to be included in parcel no. 30-11-05-102-053.000-009.



### SECTION III

The Clerk-Treasurer of the City of Greenfield, Indiana shall furnish a copy of this ordinance to the Hancock County Auditor and the Hancock County Recorder for recordation purposes.

### SECTION IV

All prior ordinances or parts thereof inconsistent with any provision of this Ordinance are hereby repealed, to the extent of such inconsistency only, as of the effective date of this Ordinance, such repeal to have prospective effect only. If any portion of this Ordinance is for any reason declared to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance

### SECTION V

This Ordinance shall be in full force and effect from and after its passage, approval by the Mayor, and publication as prescribed by law.

### SECTION VI

Introduced and filed on the 23<sup>rd</sup> day of July, 2025. A motion to consider on first reading on the day of introduction was offered and sustained by a vote of 5 in favor and 0 opposed pursuant to I.C. 36-5-2-9.8. On the 23<sup>rd</sup> day of July, 2025, a motion to approve the above on second reading was offered and sustained by a vote of 5 in favor and 0 opposed pursuant to I.C. 36-5-2-9.8. Upon a motion to approve the above on third reading was offered and sustained by a vote of 5 in favor and 0 opposed pursuant to I.C. 36-5-2-9.8.

Duly ordained and passed this 23<sup>rd</sup> day of July, 2025 by the Common Council of the City of Greenfield, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

### **COMMON COUNCIL OF THE CITY OF GREENFIELD, INDIANA**

Voting Affirmative:

Voting Opposed:

  
John Jester

\_\_\_\_\_  
John Jester

Amy Kirkpatrick

\_\_\_\_\_  
Amy Kirkpatrick

  
Jeff Lowder

\_\_\_\_\_  
Jeff Lowder

**ABSTAINED**  
Thomas Moore

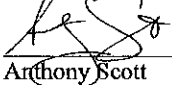
\_\_\_\_\_  
Thomas Moore

  
Joyce Plisinski

\_\_\_\_\_  
Joyce Plisinski

  
Dan Riley

\_\_\_\_\_  
Dan Riley

  
Anthony Scott

\_\_\_\_\_  
Anthony Scott

ATTEST:

Lori Elmore  
Lori Elmore, Clerk-Treasurer

Presented by me to the Mayor this 23<sup>rd</sup> day of July, 2025.

Lori Elmore  
Lori Elmore, Clerk-Treasurer

Approved by me this 23<sup>rd</sup> day of July, 2025.

Guy Titus  
Guy Titus, Mayor  
City of Greenfield, Indiana

## EXHIBIT "A"

### LAND DESCRIPTION

The 16.50-foot-wide east/west platted alley ('Alley') located between West Osage Street and Penny Trail (formerly Rail Road Street) platted in Block No. 6 of Pierson's Addition to the City of Greenfield, Indiana ('Pierson's Plat'), recorded in Plat Book A, Page 8 in said Recorder's Office, more particularly described as follows:

BEGINNING at the northwestern corner of Lot 12 of said Pierson's Plat, being the intersection of the eastern right-of-way line of South Pennsylvania Street and the southern right-of-way line of said Alley; thence North 03 degrees 28 minutes 44 seconds West (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 16.50 feet along said eastern right-of-way line to the southwestern corner of Lot 2 of said Pierson's Plat and the northern right-of-way line of said Alley; thence North 86 degrees 26 minutes 37 seconds East 266.72 feet along said northern right-of-way line coincident with the southern lines of Lots 2, 3, and 4, of said Pierson's Plat to the southeastern corner of said Lot 4 and the western right-of-way line of the second 16.50-foot-wide north/south platted alley located easterly of South Pennsylvania Street and westerly of South State Street; thence South 03 degrees 19 minutes 12 seconds East 16.50 feet along said western right-of-way line to the northeastern corner of Lot 9 of said Pierson's Plat and the southern right-of-way line of said Alley; thence South 86 degrees 26 minutes 37 seconds West 266.68 feet along said southern right-of-way line coincident with the northern lines of Lots 9, 10, and 12 to the POINT OF BEGINNING, containing 4,400.6 square feet (0.101 acres), more or less.



*Josée L. Mosson-Baum*

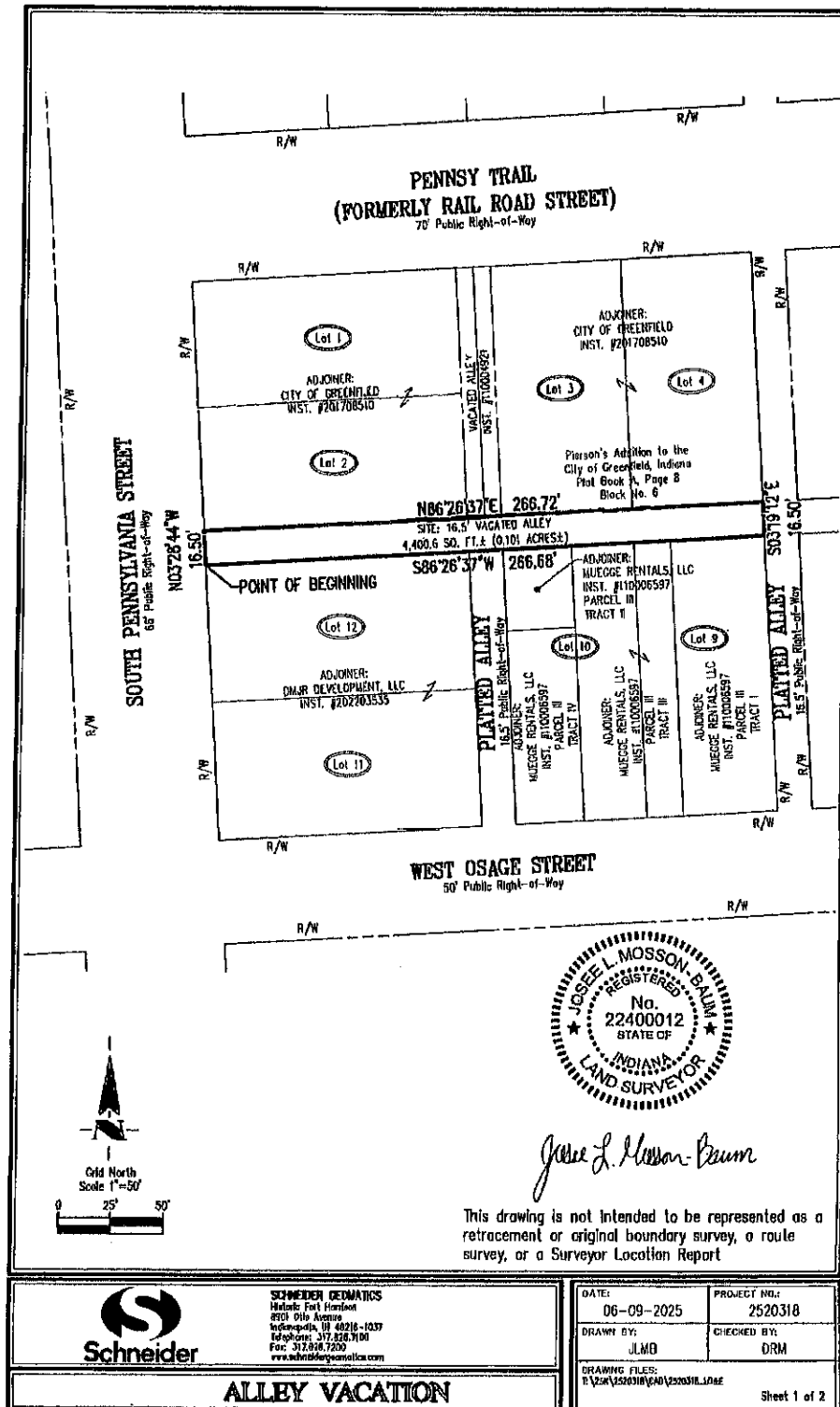
This description was prepared for Kimley-Horn and Associates, Inc. by Josée L. Mosson-Baum, State of Indiana, Professional Surveyor No. 22400012 on the 9th day of June, 2025.



SCHNEIDER GEOMATICS  
Hialeah, Fort Lauderdale  
8901 Oaks Avenue  
Indianapolis, IN 46218-1037  
Telephone: 317.263.7100  
Fax: 317.276.7200  
www.schneidergeomatics.com

ALLEY VACATION

DATE: 06-09-2025	PROJECT NO.: 2520318
DRAWN BY: JLMB	CHECKED BY: DRM
DRAWING FILES: R:\V\2520318\2520318.DWG	Sheet 1 of 2



## EXHIBIT "B"

### LAND DESCRIPTION

The 16.50-foot-wide north/south platted alley ("Alley") located between South Pennsylvania Street and a 16.50-foot-wide north/south platted alley in Block No. 6 of Pierson's Addition to the City of Greenfield, Indiana (Pierson's Plat\*), recorded in Plat Book A, Page 8 in said Recorder's Office, more particularly described as follows:

Commencing at the northwestern corner of Lot 12 of said Pierson's Plat, being the intersection of the eastern right-of-way line of South Pennsylvania Street and the southern right-of-way line of a 16.50-foot-wide east/west platted alley of said Pierson's Plat; thence North 86 degrees 26 minutes 37 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 125.09 feet (7 rods, 9 feet, 6 inches -plat) along said southern right-of-way line to the western right-of-way line of said Alley and the northeastern corner of said Lot 12 and the POINT OF BEGINNING of this description; thence continue North 86 degrees 26 minutes 37 seconds East 16.50 feet along said southern right-of-way line to the eastern right-of-way line of said Alley and the northwestern corner of Lot 10 of said Pierson's Plat; thence South 03 degrees 23 minutes 58 seconds East 131.78 feet (8 rods -plat) along said eastern right-of-way line coincident with the western line of said Lot 10 to the southwestern corner thereof on the northern right-of-way line of West Osage Street; thence South 86 degrees 32 minutes 23 seconds West 16.50 feet along said northern right-of-way line to the western right-of-way line of said Alley and the southeastern corner of Lot 11 of said Pierson's Plat; thence North 03 degrees 23 minutes 58 seconds West 131.75 feet along said western right-of-way line coincident with the eastern lines of Lots 11 and 12 of said Pierson's Plat to the POINT OF BEGINNING containing 2,174.1 square feet (0.050 acres), more or less.



*Jose L. Mosson-Baum*

This description was prepared for Kinley-Horn and Associates, Inc. by Jose L. Mosson-Baum, State of Indiana, Professional Surveyor No. 22400012 on the 9th day of June, 2025.

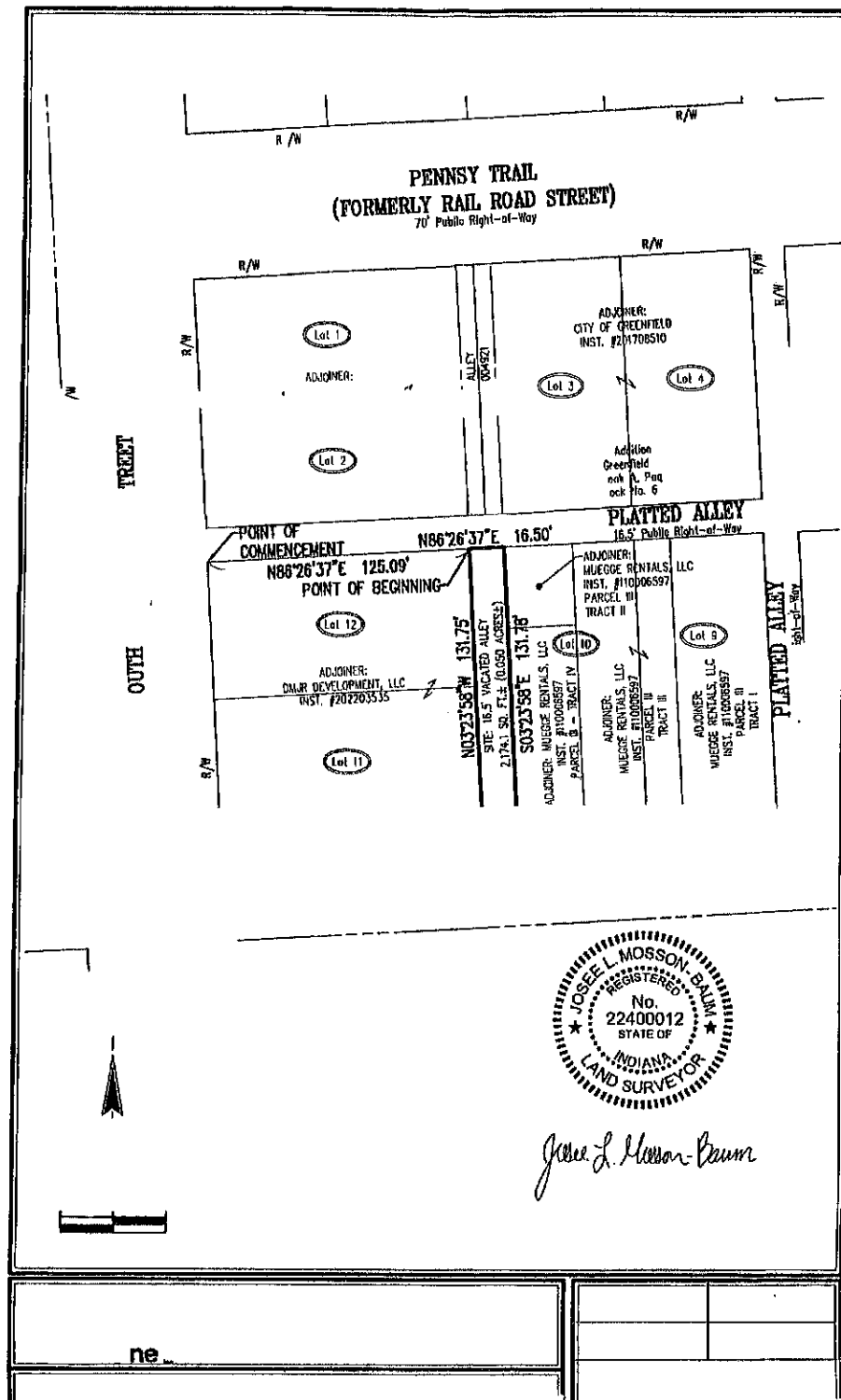


**SCHNEIDER GEOMATICS**  
Brynfield Park North  
8901 Dita Avenue  
Brynfield, IN 46215-1037  
Telephone: 317.826.7100  
Fax: 317.826.7200  
www.schneidergeomatix.com

**ALLEY VACATION**

DATE:	06-09-2025	PROJECT NO.:	2520318
DRAWN BY:	JMB	CHECKED BY:	DRM
DRAWING FILES: N:\2520318\2520318.dwg			

Sheet 1 of 2



## EXHIBIT "C"

### LAND DESCRIPTION

A part of the 16.00-foot-wide east/west platted alley ("Alley") located between West South Street and Pennsy Trail (formerly Rail Road Street), the northern 8 feet of the alley were platted per Wingfield's Reserve of Original Plat of the Town, now City of Greenfield, Indiana ("Wingfield's Plat"), recorded in Plat Book 1, Page 1 in the Office of the Recorder of Hancock County, Indiana, and the southern 8 feet of the alley were platted per Pierson's Addition to the City of Greenfield, Indiana, recorded in Plat Book A, Page 8 in said Recorder's Office, more particularly described as follows:

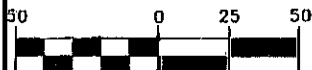
BEGINNING at the southwestern corner of Lot 107 of said Wingfield's Plat, being the intersection of the eastern right-of-way line of South Pennsylvania Street and a northern right-of-way line of said Alley; thence North 86 degrees 26 minutes 38 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 39.03 feet along the southern line of said Lot 107 coincident with the northern right-of-way line of said Alley; thence South 03 degrees 23 minutes 56 seconds East 16.00 feet to the southern line of said Alley coincident with the northern line of a tract of land granted as Tract II to 121 S Penn, LLC ("Tract II") (recorded as Instrument Number 202404109 in said Recorder's Office); thence South 86 degrees 26 minutes 38 seconds West 39.01 feet along said coincident line to the northwestern corner of said Tract II, being the intersection of the eastern right-of-way line of South Pennsylvania Street and a southern right-of-way line of said Alley; thence North 03 degrees 28 minutes 44 seconds West 16.00 feet to the POINT OF BEGINNING, containing 624.3 square feet (0.014 acres), more or less.



*Josee L. Mosson-Baum*

This description was prepared for Kimley-Horn and Associates, Inc. by Josee L. Mosson-Baum, State of Indiana, Professional Surveyor No. 22400012 on the 15th day of April, 2025.

PREPARED FOR: <b>KIMLEY-HORN AND ASSOCIATES, INC.</b> 500 EAST 96TH STREET, SUITE 300 INDIANAPOLIS, INDIANA 46240								
PREPARED BY: <b>JOSEE L. MOSSON-BAUM</b> <b>CENTRAL STATES CONSULTING, LLC</b> P.O. BOX 4 13 WEST PEARL STREET NORTH SALEM, INDIANA 46166 PHONE: 317-998-0662 FAX: 317-342-2852								
 <b>CENTRAL STATES CONSULTING, LLC</b> SURVEYING & LAND PLANNING	<b>EXHIBIT "A"</b> 121 SOUTH PENNSYLVANIA STREET GREENFIELD, INDIANA 46140							
	<table border="1"><tr><td>DATE: 04-15-2025</td><td>PROJECT NUMBER: 24-095</td></tr><tr><td>DRAWN BY: JLM</td><td></td></tr><tr><td>CHECKED BY: JLM</td><td></td></tr><tr><td>SCALE: 1" = 50'</td><td>SHEET 1 OF 2</td></tr></table>	DATE: 04-15-2025	PROJECT NUMBER: 24-095	DRAWN BY: JLM		CHECKED BY: JLM		SCALE: 1" = 50'
DATE: 04-15-2025	PROJECT NUMBER: 24-095							
DRAWN BY: JLM								
CHECKED BY: JLM								
SCALE: 1" = 50'	SHEET 1 OF 2							



( IN FEET )  
1 Inch = 50 ft.

**WEST SOUTH STREET**  
66' Public Right-of-Way

Wingfield's Reserve of Original Plat of the  
Town, now City of Greenfield, Indiana  
Plat Book 1, Page 1  
Block No. 20

Lot 107

Lot 108

Lot 109

ADJOINER:  
City of Greenfield  
INST. #9804986

POINT OF  
BEGINNING  
N03°28'44"W  
16.00'

N86°26'38"E  
39.03'

S03°23'56"E  
16.00'

**PLATTED ALLEY**  
16' Public Right-of-Way

SITE:  
624.3 Sq. Ft. ±  
0.014 Acres ±

S86°26'38"W  
39.01'

ADJOINER:  
121 S Penn, LLC  
INST. #202404109  
TRACT II

Pleerson's Addition to the City of  
Greenfield, Indiana  
Plat Book A, Page 8  
Block No. 1

Lot 5

Lot 4

Lot 3

**SOUTH  
PENNSYLVANIA  
STREET**  
66' Public Right-of-Way

**PENNSY TRAIL**  
(FORMERLY RAIL ROAD STREET)  
70' Public Right-of-Way



*Jose L. Moisson-Baum*

Note: This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED FOR: <b>KIMLEY-HORN AND ASSOCIATES, INC.</b> 500 EAST 96TH STREET, SUITE 300 INDIANAPOLIS, INDIANA 46240								
PREPARED BY: <b>JOSE L. MOISSON-BAUM</b> <b>CENTRAL STATES CONSULTING, LLC</b> P.O. BOX 4 13 WEST PEARL STREET NORTH SALEM, INDIANA 46169 PHONE: 317-858-8662 FAX: 317-342-2867								
 <b>CENTRAL STATES CONSULTING, LLC</b> SURVEYING & LAND PLANNING	<b>EXHIBIT "B"</b> 121 SOUTH PENNSYLVANIA STREET GREENFIELD, INDIANA 46140							
	<table border="1"><tr><td>DATE: 02-15-2025</td><td>PROJECT NUMBER: 24-095</td></tr><tr><td>DRAWN BY: JLM</td><td>SHEET: 2 OF 2</td></tr><tr><td>CHECKED BY: DM</td><td></td></tr><tr><td>SCALE: 1" = 50'</td><td></td></tr></table>	DATE: 02-15-2025	PROJECT NUMBER: 24-095	DRAWN BY: JLM	SHEET: 2 OF 2	CHECKED BY: DM		SCALE: 1" = 50'
DATE: 02-15-2025	PROJECT NUMBER: 24-095							
DRAWN BY: JLM	SHEET: 2 OF 2							
CHECKED BY: DM								
SCALE: 1" = 50'								



## EXHIBIT "D"

### LAND DESCRIPTION

A part of the 16.00-foot-wide east/west platted alley ("Alley") located between West South Street and Pennsy Trail (formerly Rail Road Street), the northern 8.00 feet of the alley were platted per Wingfield's Reserve of Original Plat of the Town, now City of Greenfield, Indiana ("Wingfield's Plat"), recorded in Plat Book 1, Page 1 in the Office of the Recorder of Hancock County, Indiana, and the southern 8.00 feet of the alley were platted per Pierson's Addition to the City of Greenfield, Indiana ("Pierson's Plat"), recorded in Plat Book A, Page 8 in said Recorder's Office, more particularly described as follows:

Commencing at the southwestern corner of Lot 107 of said Wingfield's Plat, being the intersection of the eastern right-of-way line of South Pennsylvania Street and a northern right-of-way line of said Alley; thence North 86 degrees 26 minutes 38 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 39.03 feet along the southern line of said Lot 107 coincident with the northern right-of-way line of said Alley to the POINT OF BEGINNING of this description; thence continue North 86 degrees 26 minutes 38 seconds East 228.61 feet along the southern lines of Lots 107, 108, and 109 of said Wingfield's Plat, all coincident with the northern right-of-way line of said Alley to the southeastern corner of said Lot 109, being the intersection of said northern right-of-way line and the western right-of-way line of a 16.50-foot-wide north/south platted alley located between South Pennsylvania Street and South State Street; thence South 03 degrees 19 minutes 12 seconds East 16.00 feet to the northeastern corner of Lot 3 of said Pierson's Plat, being the intersection of said western right-of-way line and the southern right-of-way line of said Alley; thence South 86 degrees 26 minutes 38 seconds West 228.59 feet along the northern lines of Lots 3, 4, and 5 of said Pierson's Plat and a portion of the northern line of a tract of land granted as Tract II to 121 S Penn, LLC ("Tract II") (recorded as Instrument Number 202404109 in said Recorder's Office), all coincident with the southern right-of-way line of said Alley to a point lying North 86 degrees 26 minutes 38 seconds East 39.01 feet from the northwestern corner of said Tract II and the eastern right-of-way line of South Pennsylvania Street; thence North 03 degrees 23 minutes 56 seconds West 16.00 feet to the POINT OF BEGINNING, containing 3,657.6 square feet (0.084 acres), more or less.



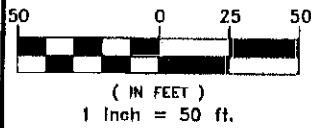
*Josee L. Mosson-Baum*

This description was prepared for Kimley-Horn and Associates, Inc. by Josee L. Mosson-Baum, State of Indiana, Professional Surveyor No. 22400012 on the 15th day of April, 2025.

PREPARED FOR: <b>KIMLEY-HORN AND ASSOCIATES, INC.</b> 500 EAST 96TH STREET, SUITE 300 INDIANAPOLIS, INDIANA 46240		
PREPARED BY: <b>JOSEE L. MOSSON-BAUM</b> <b>CENTRAL STATES CONSULTING, LLC</b> P.O. BOX 4 13 WEST PEARL STREET NORTH SALEM, INDIANA 46165 PHONE: 317-858-8662 FAX: 317-242-2057		
 <b>CENTRAL STATES CONSULTING, LLC</b> SURVEYING & LAND PLANNING	<b>EXHIBIT "A"</b> 121 SOUTH PENNSYLVANIA STREET GREENFIELD, INDIANA 46140	
	DATE: 04-18-2025	PROJECT NUMBER: 24-035
	DRAWN BY: JLB	CHECKED BY: JLB
	SCALE: 1" = 30'	SHEET: 1 OF 2



WEST SOUTH STREET  
66' Public Right-of-Way



SOUTH PENNSYLVANIA STREET  
66' Public Right-of-Way

POINT OF COMMENCEMENT

Lot 107

Lot 108

Lot 109

Wingfield's Reserve or Original Plot of the  
Town, now City of Greenfield, Indiana  
Plat Book 1, Page 1  
Block No. 20

ADJOINER:  
City of Greenfield  
INST. #9804986

N86°26'38"E  
228.61'

N86°26'38"E  
39.03'  
N03°23'56"W  
16.00'

POINT OF BEGINNING

PLATTED ALLEY  
16' Public Right-of-Way

N86°26'38"E  
39.01' 3,657.6 Sq. Ft. ±  
0.084 Acres ±

ADJOINER:  
121 S Penn, LLC  
INST. #202404109  
TRACT II

SITE:

S86°26'38"W  
228.59'

Pierson's Addition to the City of  
Greenfield, Indiana  
Plat Book A, Page 8  
Block No. 1

Lot 5

Lot 4

Lot 3

ADJOINER:  
121 S Penn, LLC  
INST. #202404109  
TRACT I

PLATTED ALLEY  
16.5' Public Right-of-Way

S03°19'12"E  
16.00'



*Jose L. Mossen-Baum*

Note: This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

END OF DOCUMENT

PREPARED FOR: <b>KIMLEY-HORN AND ASSOCIATES, INC.</b> 500 EAST 96TH STREET, SUITE 300 INDIANAPOLIS, INDIANA 46240	
PREPARED BY: <b>JOSE L. MOSSON-BAUM</b> <b>CENTRAL STATES CONSULTING, LLC</b> P.O. BOX 4 13 WEST PEARL STREET NORTH SALEM, INDIANA 46165 PHONE: 317-888-8662 FAX: 317-842-2897	
 <b>CENTRAL STATES CONSULTING, LLC</b> SURVEYING & LAND PLANNING	<b>EXHIBIT "B"</b> 121 SOUTH PENNSYLVANIA STREET GREENFIELD, INDIANA 46140
	DATE: 04-10-2023
	OWNER: JLB
	PROJECT NUMBER: 24-095
SCALE: 1" = 50'	
SHEET 2 OF 2	

## Exhibit H

### *[Company Insurance Requirements]*

Company shall obtain and maintain and require any general contractor or subcontractor(s) to obtain and maintain the below listed policies of insurance written by a Company reasonably acceptable to the City and for which certificates of insurance shall be provided to the City prior to commencement of any work on the Project. The City and the Redevelopment Commission shall be named as additional insureds on Company's Commercial General Liability policies of insurance.

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease- each employee; and \$1,000,000.00 Disease Policy Limit.
3.	<p>Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and General Contractor and Subcontractors shall provide the Company with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City and the Redevelopment Commission as additional insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City and the Redevelopment Commission per the follows:</p> <p>\$1,000,000.00 Each Occurrence (BI &amp; PD Combined Single Limit);</p> <p>\$2,000,000.00 General Occurrence (subject to per project general aggregate provision); and</p>
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City and the Redevelopment Commission as additional insureds.
5.	Umbrella Liability: \$2,000,000.00.