

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered this ____ day of _____, 2015, by and between the City of Westfield, Indiana, an incorporated municipality (“Westfield”), and Integrity Investment Partners, LLC, an Indiana limited liability company (“Integrity”), and sometimes referred to as the “Parties” to provide for the development of that piece of real estate generally located on the southwest corner of 186th Street and Springmill Road, and the improvement of the intersection of 186th Street and Springmill Road, and the improvement of the roadways known as 186th Street and Spring Mill Road (“Road Project”).

WITNESSETH:

WHEREAS, Westfield and Integrity have come together to be collaborative; and

WHEREAS, Integrity desires to develop the Property on the southwest corner of 186th Street and Springmill Road (the “Real Estate”) for the business known as Sundown Gardens, Inc., and other development permitted by the approved Plan Unit Development (“PUD”) (Ordinance 14-21; Instrument No. 2014031981). The legal description of the Real Estate attached hereto as Exhibit A; and

WHEREAS, Westfield desires to reconstruct the intersection of 186th Street and Springmill Road (the “Road Project); and

WHEREAS, the Parties desire to enter into a Development Agreement setting forth the services to be provided by each entity and the sharing of the cost associated with the development.

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein agree as follows:

1. Integrity shall dedicate 0.333 acres of land to Westfield in addition to the right-of-way required by the PUD (Ordinance 14-21; Instrument No. 2014031981) to accommodate the Road Project. Westfield will provide the legal description and other documentation necessarily required to acquire fee simple title to the acreage. The legal description shall be finalized during the design of the Road Project.
2. Westfield shall construct acceleration and deceleration lanes along 186th Street and along Springmill Road for Integrity to access the property described in Exhibit A at locations determined by Integrity prior to the design of the Road Project and at no cost to Integrity. The lanes shall be constructed during the construction of the Road Project.
3. Westfield shall construct a multi-use trail 8’ in width or greater at Westfield’s determination along the 186th Street and Springmill Road right-of-way adjacent to Integrity’s property at no cost to Integrity.

4. Westfield shall relocate any utility poles along the parcel to be developed as necessary to accommodate the design and construction of the Road Project. No additional relocation of utility service is required by Integrity.
5. Westfield shall construct a temporary access drive, 12' minimum width with compacted aggregate No. 53 based stone to access the Real Estate described in Exhibit A from Springmill Road in the event the 186th Street access to the Real Estate is closed for construction of the Road Project. In the event access to the Real Estate at 186th Street is maintained during construction of the Road Project, the Springmill Road access will not be required.
6. Integrity shall pay Westfield road impact fees not to exceed \$32,591.20, for the Real Estate being developed. No other fees for utility availability, permits, or impact fees shall be assessed.
7. Integrity may stock pile up to 250 tri-axle truckloads of soil on real estate owned by Westfield located at the northeast corner of the Real Estate at the southwest corner of 186th Street and Springmill Road in a location to be determined and agreed to by Integrity and the Westfield Public Works Department ("Public Works"). All erosion control implementations required for the stock-piling of this material shall be constructed and maintained by Integrity until Westfield's contractor constructing the Road Project commences work.
8. Integrity shall design and construct its storm water retention system with sufficient capacity to accept 100% of the drainage generated by the construction of the roundabout intersection at 186th Street and Springmill Road, and 100% of the road surface drainage from 186th Street and Springmill Road abutting the Real Estate. However, such required drainage capacity shall not exceed four (4) acres of the design and construction of the road and roundabout intersection improvements.
9. Westfield shall work collaboratively with Integrity to design landscaping for the Road Project adjacent to the Real Estate, and Integrity shall install such agreed upon landscaping at a cost not to exceed \$20,000 to be absorbed by Integrity.
10. Integrity shall provide Westfield with the 10-year, 50-year and 100-year storm water retention pond elevations into which the Road Project will drain.
11. Integrity shall provide a properly sized reinforced concrete pipe ("RCP") (the size to be agreed upon by Integrity and Westfield) at a location determined by the Parties from the storm water reclamation pond on the Real Estate terminating at the right-of-way line. Integrity shall provide proper capping of the pipe to prevent silt and debris from entering the pipe prior to and during construction. Westfield shall provide Integrity with the necessary engineering and drawings for the location and sizing of the RCP pipe. The drainage pipe shall be used only to accept the drainage identified in paragraph 8, above.

12. Integrity shall provide to Westfield a 20' wide drainage easement along the RCP (10' either side) and a drainage easement 10' in width around the proposed retention pond for the development located on the Real Estate. This easement shall be recorded by Integrity.

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

If to City of Westfield:

City of Westfield
Attn: Jeremy Lollar
Interim Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:

Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:

Integrity Investment Partners, LLC
c/o Sundown Gardens
13400 Old Meridian Street
Carmel, IN 46032

With a Copy to:

Coots, Henke & Wheeler
Attn: Dave Coots
255 E. Carmel Drive
Carmel, IN 46032

Each party represents that it has the authority to enter into this Agreement binding each party. Executed the date and year first above written.

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14. On March 25, 2015, the Westfield Board of Public Works and Safety authorized the Director of the Westfield Public Works Department to execute this Agreement.

By: _____

Jeremy Lollar, Director

Westfield Public Works Department

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, on behalf of Integrity Investment Partners, LLC, who acknowledged the LLC's authority and the execution of the foregoing Development Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this _____ day of _____, 2015.
My Commission Expires:

Printed: _____

Notary Public, A Resident of
_____ County, Indiana

THIS INSTRUMENT PREPARED BY Jeffrey Lauer, City of Westfield

Return Document to: Cindy Gossard, City of Westfield, 130 Penn Street, Westfield, IN 46074

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Jeffrey Lauer.

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INTEGRITY INVESTMENT PARTNERS, LLC

By: _____

Printed: _____

Title: _____

Date: _____

STATE OF INDIANA)
) SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, on behalf of The City of Westfield, who acknowledged their authority and the execution of the foregoing Development Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this ____ day of _____, 2015.

My Commission Expires:

Printed: _____

Notary Public, A Resident of
_____ County, Indiana

THIS INSTRUMENT PREPARED BY Jeffrey Lauer, City of Westfield

Return Document to: Cindy Gossard, City of Westfield, 130 Penn Street, Westfield, IN 46074

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EXHIBIT A
The Real Estate

DESCRIPTION OF REAL ESTATE PER INSTRUMENT No. 2014033523

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 759.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 974.58 FEET TO THE EAST LINE OF REAL ESTATE DESCRIBED IN INSTRUMENT NO. 93-51375, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID REAL ESTATE 758.96 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 978.55 FEET TO THE POINT OF BEGINNING, CONTAINING 17.01 ACRES, MORE OR LESS.

EXCEPT THAT REAL ESTATE NOW DEDICATED TO HAMILTON COUNTY BOARD OF COMMISSIONERS AS PUBLIC RIGHT-OF-WAY BY DEDICATION OF PUBLIC RIGHT OF WAY RECORDED OCTOBER 1, 1998, AS INSTRUMENT 98-55262, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 759.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 45.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 34 SECONDS EAST PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER 719.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 933.55 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS WEST 40 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 978.55 FEET TO THE POINT OF BEGINNING.