

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT (“Agreement”) is made and entered into as of the 24th day of June, 2015, by and between the City of Westfield, Indiana, (the “City”) and Herron Holdings, LLC (the “Developer”) as follows:

WHEREAS, the City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist the City in its efforts to improve the Westfield road network and associated infrastructure;

WHEREAS, as part of the development of 120 East 161st Street, as more particularly described in the attached **Exhibit A** (the “Real Estate”), road impact fees are required to be paid to the City by the Developer in accordance with City Ordinance 12-13;

WHEREAS, the City desires to acquire right-of-way and install a multi-purpose path along the Real Estate’s frontage prior to the development of the Real Estate;

WHEREAS, the Developer is required to dedicate right-of-way and install a multi-purpose path at the time of the development of the Real Estate pursuant to the Westfield-Washington Township Unified Development Ordinance (the “Unified Development Ordinance”) and the Westfield Thoroughfare Plan, a part of the Westfield-Washington Township Comprehensive Plan (the “Thoroughfare Plan”);

WHEREAS, the City assessed a road impact fee of \$36,880 (the “Road Impact Fee”) on June 24, 2015 (Assessment Request # 15-RIFA-04), as part of the Developer’s filed Improvement Location Permit (15-CRM-005-355) for the Real Estate;

WHEREAS, the Developer desires to accommodate the City’s plans consistent with the City’s Thoroughfare Plan, as amended by the City’s Complete Streets Policy, in exchange for road impact fee credit (“RIF Credit”).

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

- 1) The Developer agrees to dedicate the real estate, as graphically depicted in the attached **Exhibit B** (the “Right-of-Way”), to the City at no cost to the City within thirty (30) days of this agreement.
- 2) The City agrees to construct certain improvements within the Right-of-Way as follows (collectively, the “Improvements”): (i) 8’-wide multi-purpose asphalt path; (ii) storm water infrastructure under Real Estate’s driveway; and (iii) widen and improve Real Estate’s existing driveway.

- 3) The City and Developer agree the collective cost of the Improvements to be \$25,000 (the “Cost of Improvements”).
- 4) The City agrees to issue a RIF Credit to the Developer for the Right-of-Way in the amount of \$12,500.
- 5) The Developer shall reimburse the City the Cost of Improvements as part of the Developer’s payment to the City of its Road Impact Fee.
- 6) In accordance with I.C. 36-7-4-1324, the City agrees to an installment payment plan of the Road Impact Fee over a period of five (5) years and a 0% interest rate.
- 7) The Developer agrees to pay \$5,000.00 to the City upon the issuance of the Improvement Location Permit and to make the following installment payments to the City for the remaining Road Impact Fee on or before the following dates:

Issuance of ILP:	\$5,000.00
August 1, 2016:	\$3,876.00
August 1, 2017:	\$3,876.00
August 1, 2018:	\$3,876.00
August 1, 2019:	\$3,876.00
August 1, 2020:	\$3,876.00
<u>Total Road Impact Fee:</u>	<u>\$24,380.00</u>

- 8) The parties acknowledge and agree that any improvement location permits (building permits) issued for the Real Estate after June 24, 2015, but prior to this Agreement, were issued in contemplation of this Agreement; and, as such, the City shall not charge a road impact fee for any anticipated permits. Accordingly, the otherwise applicable road impact fee that would have been collected from each of the issued building permits shall be credited against the future RIF Credit until such time that the Road Impact Fee is completely recognized or the RIF Credit is completely accounted.
- 9) Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:
City of Westfield
Attn: Jeremy Lollaer,
Director of Public Works
2706 East 171st Street
Westfield, IN 46074

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

If to Developer:
Herron Holdings, LLC
Attn: Noah Herron
120 E. 161st Street
Westfield, IN 46074

10) On June 24, 2015, the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

**City of Westfield,
Hamilton County, Indiana**

By: _____

Jeremy Lollar, Director

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 Jeremy Lollar, on behalf of the City of Westfield, who acknowledged its authority and the execution of the foregoing Road Impact Fee Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this 24th day of June, 2015.
My Commission Expires:

Printed: _____
Notary Public, A Resident of Hamilton
County, Indiana

THIS DOCUMENT PREPARED BY: Jeffrey M. 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 Social Security Number in this document, unless required by law: Jeffrey M. Lauer

EXHIBIT A
REAL ESTATE

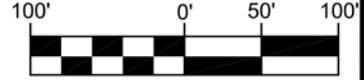
EXHIBIT B
RIGHT-OF-WAY



NORTH

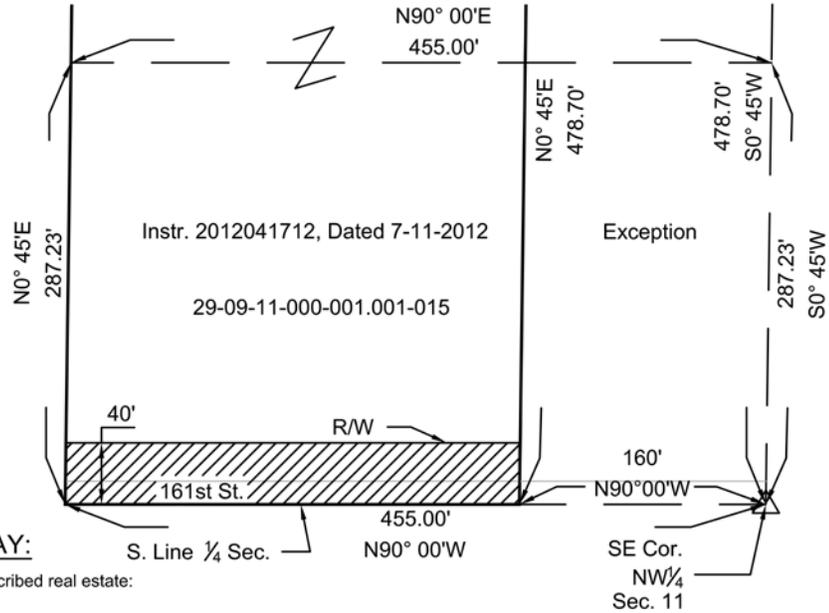
PARCEL : 10

Prepared for the City of Westfield, IN
for Multi-Use Path Connections
in the East Half of the Northwest Quarter of
Section 11, Township 18 North, Range 3 East, Hamilton County, IN



SHEET 1 OF 1

GRAPHIC SCALE
1 inch = 100 ft.



PARCEL 10 RIGHT-OF-WAY:

The South 40.00 feet of the following described real estate:

Tract I

Situated in the East Half of the Northwest Quarter of Section 11, Township 18 North, Range 3 East in Hamilton County, Indiana, and more particularly described as follows:
Beginning on the Southeast corner of said Northwest Quarter of Section 11, thence North 90 degrees 00 minutes West along the South Line of said Quarter a distance of 455.00 feet to a point; thence North 00 degrees 45 minutes East parallel to the East line of said Quarter a distance of 287.23 feet to a point; thence North 90 degrees 00 minutes East parallel to the South Line of said Quarter a distance of 455.00 feet to a point; thence on the East Line of said Quarter South 00 degrees 45 minutes West a distance of 287.23 feet to the point of beginning.

Tract II

Part of the Northwest Quarter, Section 11, Township 18 North, Range 3 East in Hamilton County, Indiana more particularly described as follows:
Commencing at the Southeast Corner of the above mentioned Quarter, North 00 degrees 45 minutes, assumed bearing, along said East Quarter line, 287.23 feet to the beginning point of this description, thence North 90 degrees 00 minutes West 455.00 feet, thence North 00 degrees 45 minutes East 191.47 feet, thence North 90 degrees 00 minutes East 455.00 feet, thence South 00 degrees 45 minutes West, along the East Quarter Line, 191.47 feet to the beginning point of this description.

EXCEPTING THEREFROM THE FOLLOWING:

Part of the Northwest Quarter of Section 11, Township 18 North, Range 3 East, Hamilton County, Indiana, and being more particularly described as follows:
Beginning at the Southeast corner of said Quarter Section; thence South 90 degrees 00 minutes West along the South line of said Quarter Section 160 feet; thence North 00 degrees 45 minutes East, parallel with the East line of said Quarter Section, 478.70 feet; thence North 90 degrees 00 minutes East, parallel with said South line, 160 feet to said East line; thence South 00 degrees 45 minutes West along said East line 478.70 feet to the point of beginning.

Said South 40.00 feet contains 0.271 acres, more or less, inclusive of the apparent existing right-of-way for 161st Street which contains 0.102 acres, more or less.



Kelly D. Marley
Kelly D. Marley Date 10-23-2014
Reg. Land Surveyor No. LS20400016
State of Indiana



8415 East 56th St.
Indianapolis, IN 46216
PH: 317.544.4996
FAX: 317.544.4997

Note: Dimensions shown are
from the listed record documents.

Drawn : KDM
Checked : JMG
USI Job # 2014-041
October 23, 2014