

OFFER TO PURCHASE REAL ESTATE

Maple Knoll Developer, LLC ("Maple") offers to purchase from **The City of Westfield** ("City"), the following described real estate and other property located in Hamilton County, Indiana, commonly known as the Southwest Quadrant of SR32 and Springmill Road Westfield, Indiana 46074:

County Parcel Numbers 08-09-03-00-00-012.211

State Formatted Numbers 29-09-03-000-012.211-015

See Exhibit "A" attached hereto and incorporated by reference herein

(all referred to as the "Real Estate") for **\$80,000.00** (The "Purchase Price"), subject to the following written terms and conditions:

1. **Payment.** The Purchase Price shall be paid as follows:
 - 1.1 **Payment.** On closing, Maple shall be obligated to remit the following as payment:
 - a. Twenty-Five Thousand Dollars (\$25,000.00)
 - b. Dedication of and easement for public use of Lot 409 of the Maple Village (AKA Sonoma) for credit of Forty-Five Thousand Dollars (\$45,000.00) towards purchase price.
 - c. Construction of a portion of the Midland Trail as depicted on Exhibit "B" for a credit of Ten Thousand Dollars (\$10,000.00) towards the purchase price.
2. **Conditions of Offer.** In addition to other provisions of this Contract the City's obligations hereunder are subject to satisfaction of the following conditions unless waived in whole or in part by the City:
 - 2.1 That all improvements on the Real Estate are located entirely within the bounds of the Real Estate and that there are no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.
 - 2.2 That marketable title to the Real Estate is conveyed to Maple subject only to:

- 2.21 taxes and assessments which City has agreed to pay, if any (see paragraph 4);
 - 2.22 covenants, conditions, restrictions and easements, if any, set forth in a plat of record provided the same do not prohibit the use of the Real Estate for intended purposes and that violations will not result in forfeiture of title;
 - 2.23 liens which City agrees to pay;
 - 2.24 zoning ordinances and other governmental restrictions affecting the use of property provided that no violations now exist;
- 2.3 That possession of the Real Estate is delivered to Maple in the condition existing at the time of this offer, ordinary wear and tear excepted.

3. Survey and Title Evidence.

- 3.1 Maple shall have the option of purchasing an Owner's Policy of Title Insurance in an amount equal to the amount of the Purchase Price from a company acceptable to the City insuring marketable title subject only to such exceptions as are permitted by this Contract. If the survey made of the Real Estate does not conform to the Minimum Standards for an Indiana Land Title Survey, or if no survey is made, the policy may also except from coverage easements and liens not shown of record and matters that would be disclosed by an inspection or survey.
- 3.2 The title evidence selected and a survey, if required, shall be ordered by the Party obligated to the charges immediately after acceptance of this offer.

4. Taxes and Assessments. Maple assumes and agrees to pay all assessments for public improvements on a pro rata basis after closing and all installments of real estate taxes due and payable after the closing date, and thereafter.

5. Closing and Possession.

- 5.1 The transaction shall be closed at a mutually convenient location at a time convenient to all parties but no later than August 31, 2015
- 5.2 At closing, City shall deliver to the Maple an executed general warranty deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Contract.

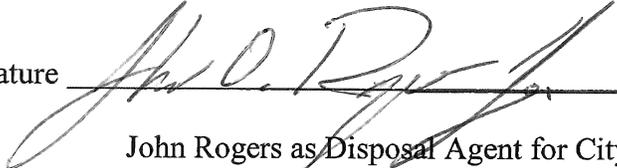
- 5.3 Possession of the Real Estate shall be delivered to the Maple on the date of closing.
6. **Duration of Offer** This offer shall expire if written acceptance endorsed hereon is not delivered to City, its agent or left for City at 130 Penn Street Westfield, IN 46074 on or before 1:30 o'clock P.M., July 15, 2015

Signature 
Printed: STEVEN R. EDWARDS
Maple Knoll Developer, LLC

ACCEPTANCE OF OFFER AND RECEIPT FOR EARNEST MONEY

The Undersigned, representatives of the City of Westfield, hereby accepts such offer and in addition, the undersigned party acknowledges their authority to sign and commit the owner of the subject real estate to the terms and conditions contained herein.

Dated 07.22, 2015

Signature 
John Rogers as Disposal Agent for City

This instrument was prepared by Brian J. Zaiger, Attorney at Law, Krieg DeVault, LLP, 12800 North Meridian Street, Suite 300, Carmel, Indiana 46032.

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. *Brian J. Zaiger, Esq.*

File No.: 2050660

EXHIBIT A

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

Commencing at the Southwest corner of said Quarter Section; thence North 00 degrees 32 minutes 13 seconds East along the West line of said Quarter Section 1,381.07 feet to the Point of Beginning of this description; thence continuing North 00 degrees 32 minutes 13 seconds East along said West line 295.14 feet; thence South 89 degrees 32 minutes 11 seconds East 295.14 feet; thence South 00 degrees 32 minutes 13 seconds West parallel with said West line 295.14 feet; thence North 89 degrees 32 minutes 11 seconds West 295.14 feet to the place of beginning, containing 2.000 acres, more or less.

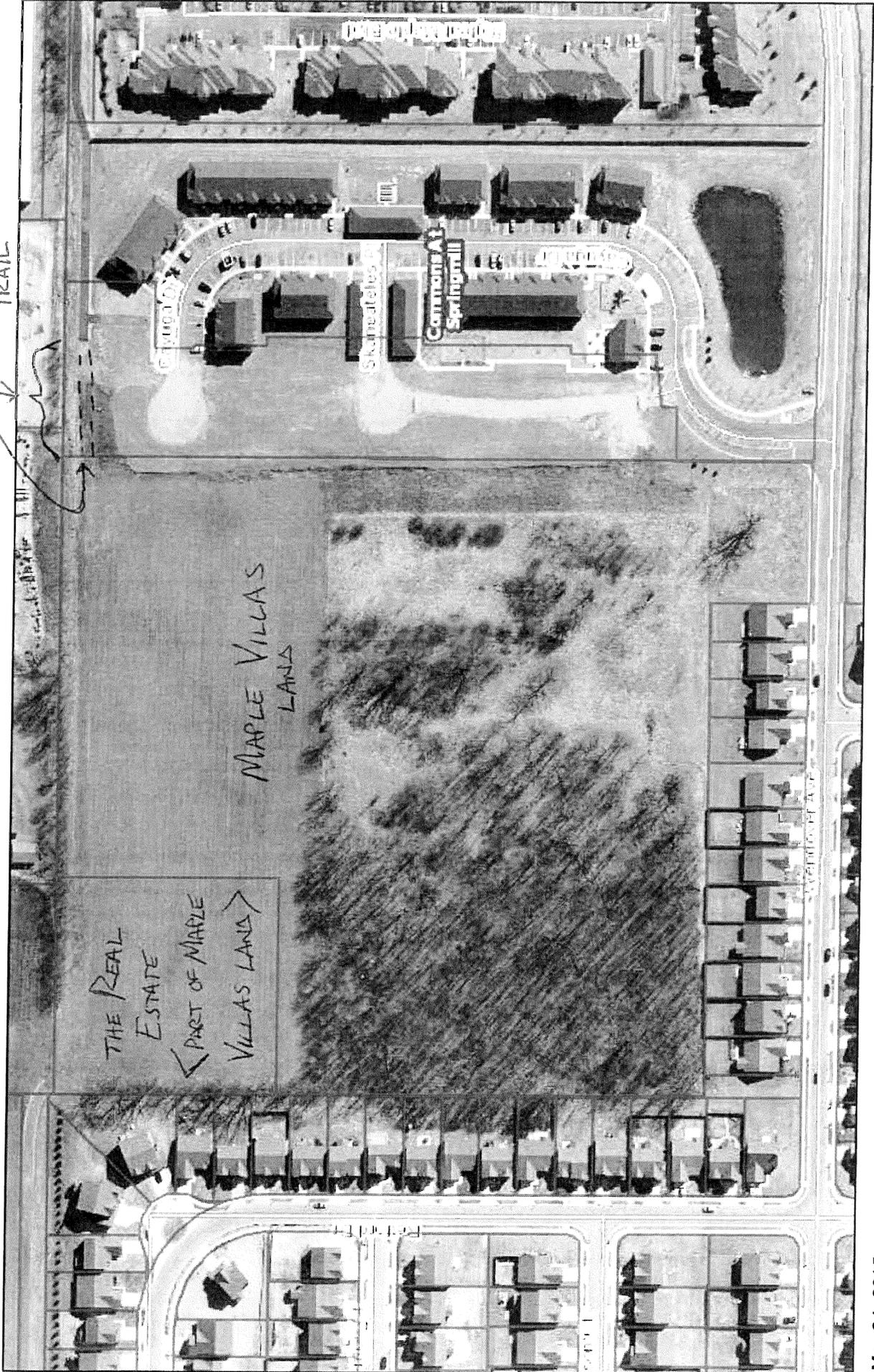
EXHIBIT B

Maple Villas Aerial

EXTENSION OF MIDLAND TRAIL

THE REAL ESTATE
PART OF MAPLE
VILLAS LANDS

MAPLE VILLAS
LANDS



May 21, 2015

- Abandoned Force Main
- Force Main
- Abandoned
- Abandoned
- Low Pressure Force Main
- Main
- Interceptor
- Parcels

