CONDEMNATION SETTLEMENT AGREEMENT

This Condemnation Settlement Agreement ("Agreement"), effective as of May __, 2016, is executed by and between the City of Westfield ("City") and Dayton Hudson Corporation n/k/a Target Corporation ("Target") (hereinafter, City and Target may be referred to collectively as the "Parties"), and is made with reference to the following facts:

RECITALS

A. Target is the fee simple owner of certain real estate located at 15160 N. Meridian Street in Westfield, Indiana. All property owned by Target at said address (*i.e.*, Tax Parcel Nos. 08-09-13-00-00-008.001, 09-09-13-00-00-009.000, 09-09-13-00-00-101.001, and 09-09-13-00-00-010.000) is hereinafter referred to as the "Target Real Estate".

B. The City desires and is authorized to acquire or condemn 0.054 acres of the Target Real Estate in fee and 0.476 acres of the Target Real Estate for temporary right-of-way purposes (collectively, the "Necessary Real Estate") as part of its project to extend Union Road (aka Westfied Boulevard) to 151st Street ("Project"). The Necessary Real Estate is legally described in the documents attached hereto as ***Exhibit A*** and is depicted in the documents attached hereto as ***Exhibit B***.

C. The Parties have been in disagreement about the amount of consideration due Target in exchange for the conveyance of the Necessary Real Estate.

D. The Parties have now agreed to resolve and, in lieu of a proceeding in eminent domain, settle the disputes by and between them on the terms and conditions set forth below, and further acknowledge and agree that this settlement is a compromise of disputed claims and issues and that any payments made or accepted, work performed or received, and/or credits given or received pursuant to the Agreement are not to be construed as an admission by any of the Parties to the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties agree as follows:

1. Incorporation. Recitals A through D are incorporated herein and made a part hereof as if restated in full.

2. Conveyance of Necessary Real Estate. Concurrent with the execution of this Agreement, Target shall convey the Necessary Real Estate to the City via a quitclaim deed in the form attached hereto and incorporated herein as ***Exhibit C***. Target shall also execute any other standard documents necessary to effectuate the conveyance of the Necessary Real Estate in accordance with this Agreement.

3. Monetary Payment. The City shall make a monetary payment to Target of $10 for the conveyance of the Necessary Real Estate, which payment is hereby acknowledged by Target ("Monetary Payment").

4. Other Consideration: Rehabilitation Work / Costs-to-Cure. The City shall construct the Project, at its sole cost and expense, in a manner consistent with the plans attached hereto and incorporated herein as ***Exhibit D*** ("Project Plans"). Consistent with the Project Plans, the City shall, among other things:

a. Relocate and reconstruct Target's easternmost 151st Street entrance, making the entrance a full-access entrance;

b. Reconstruct Target's westernmost 151st Street entrance, making the entrance a right-in only entrance for truck traffic;

c. Construct a drive and full-access entrance connecting the northwest corner of Target's parking lot to the newly constructed Union Road;

d. Secure any necessary permits and/or approvals to perform the required work and allow for Target and its successor's use of the new and/or amended entrances after the work has been completed; and

e. Reimburse Target for grading and other work to be performed by Target on the Target Real Estate to allow for the drive and entrance connecting the northwest corner of Target's parking lot to the newly constructed Union Road ("Target Work") (estimates for such Target Work are attached hereto and incorporated herein as ***Exhibit E***). All reimbursements by the City for the Target Work shall be due and payable to Target within thirty (30) days after Target submits invoices for the Target Work to the City. Payment amounts shall be based on actual invoices, not on the estimates set forth in Exhibit F; however, total reimbursement by the City for the Target Work shall not exceed $200,000.

Prior to commencing work on the Project, the City shall provide Target with the name and contact information for a Project manager or representative that Target can contact in the event of an emergency. Moreover, the City shall coordinate with Target as to the timing of the work and shall perform all work in a manner that permits reasonable access to the Target Real Estate at all times during construction. In no event will construction that in any way impacts the flow of traffic to and from Target take place on 151st Street between November 15th and January 15th. The City shall also take all reasonable steps to minimize disruptions to Target's business throughout the construction process.

The City shall indemnify, defend, and hold Target harmless from and against any claim for damages arising or resulting from the City's work on the Target Real Estate, including, without limitation, any claim for personal injury, death or property damage. The City and any contractor or subcontractor working on the Target Real Estate shall also name Target as an additional named insured on any liability insurance policy procured in connection with their

work on the Target Real Estate. Neither Target nor its successors will be subject to special assessments for the Project or the work contemplated in this Agreement.

5. Other Consideration: Conveyance of Other Property / Signage Variance. Upon completion of the drive and entrance referenced in Paragraph 4(c) above, the City shall convey to Target via a warranty deed in the form attached hereto and incorporated herein as ***Exhibit F*** the real estate described in the document attached hereto and incorporated herein as ***Exhibit G*** (the "Other Real Estate"). The Other Real Estate will be conveyed free and clear of (i) any leases or other occupancy agreements, (ii) any financings or other monetary liens such as mortgages, judgment liens, mechanics liens and sale/leasebacks, and (iii) any delinquent real property taxes or installments of special assessments, all of which will be discharged by the City immediately prior to the conveyance. The City will pay all transfer taxes and recording costs related to conveyance of the Other Real Estate to Target. Target shall be entitled to construct and maintain a monument sign, at its sole cost and expense, on the Other Real Estate as set forth in the Sign Plan attached hereto and incorporated herein as ***Exhibit H***. All signs identified on the Sign Plan shall adhere to the City's Zoning Ordinance, including requirements relating to size, lighting, and permit fees; provided, however, that the City shall cooperate with Target and provide affirmative support in the event that a variance or special exception is needed to install any sign set forth on Exhibit H.

6. Full and Just Compensation. Subject to the City's compliance with the terms of this Agreement (including, without limitation, the terms set forth in Paragraphs 4 and 5 herein), the Monetary Payment and other consideration contemplated by this Agreement shall be the total just compensation due and payable by the City for the City's acquisition of the Necessary Property as well as all damages resulting from the acquisition; EXCEPT THAT nothing in this Agreement shall be construed to waive Target's right to any damages for claims arising after the date of this Agreement, including, without limitation, any damages arising out of the City's negligence in constructing the Project.

7. Agreement to be Construed as a Whole. The language of this Agreement shall be construed as a whole according to its fair meaning and in accordance with its purpose and without regard to whom may have drafted any particular provision herein. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. Entire Agreement. This Agreement contains the entire understanding between the Parties as to all matters referred to herein. No other representations, covenants, undertakings or prior or contemporaneous agreements, whether oral or written, regarding any matters that are not specifically contained and incorporated in this Agreement, shall be deemed to have any effect or binding impact upon the Parties. The Parties acknowledge that they have not been coerced to enter into this Agreement. This Agreement contains the full and final expression of the Parties.

9. Consideration. All Parties irrevocably acknowledge the receipt of sufficient consideration with respect to their obligations pursuant to this Agreement.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Hamilton County and the State of Indiana.

11. Warranties and Representations. Both Parties represent and warrant, and shall be estopped to deny, that:

a. They have had a reasonable opportunity to review and consider this Agreement and that they have read and understood the terms of this Agreement;

b. They have been provided an opportunity to consult with an attorney of their own choosing prior to executing this Agreement;

c. In executing this Agreement, they are not relying on any statement, representation, or promise of any other party other than as expressly set forth in this Agreement;

d. They have not executed this Agreement in reliance upon any promises, representations, warranties, or statements except as specifically set forth in this Agreement. The Parties acknowledge that this Agreement (including its Exhibits) is intended to be and is an integrated Agreement.

12. Attorneys' Fees and Costs. If it becomes necessary for one of the Parties to engage an attorney (or attorneys) to enforce any one or more of the provisions of this Agreement, the prevailing party in any resulting legal proceeding shall be entitled to recover its actual expenses, including but not limited to reasonable attorneys' fees and recoverable costs incurred in connection with such proceeding, in addition to any other further relief to which it may be entitled.

13. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall have the same force and effect as if in original ink.

14. Authorization. The parties further represent and warrant, and shall be estopped to deny that each signatory to this Agreement is duly authorized by its respective board, corporation, commission, department, commission, or agency to execute this Agreement on behalf of its/their respective Parties and that all requisite authority to said respective Parties has been taken and duly authorized thereto.

IN WITNESS HEREOF, City and Target have executed and delivered this Agreement as of the date set forth above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

TARGET CORPORATION

By: _____

Its: _____

CITY OF WESTFIELD, INDIANA
By its Authorized Representative

By: _____

Its: _____