SPRING MILL STATION – SWC - DEVELOPER AGREEMENT

This post-zoning Developer Agreement is entered into this 1st day of August -2015 between the City of Westfield, Indiana ("City") a duly formed Indiana municipal corporation and Westfield Residential Investors, LLC ("WRI"), a duly formed Indiana limited liability company. This Agreement is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged. The City and WRI now stipulate and agree as follows:

Section 1. Mutual Duties and Obligation

A. This Agreement shall be deemed a part of the zoning and land use restrictions and covenants on the property comprising the Spring Mill Station SWC PUD, a drawing of which is attached hereto as Exhibit "A" and incorporated by reference herein and a legal description of which is attached as Exhibit "B" (hereafter the "Development").

Section 2. Duties and Obligation of WRI

A. WRI shall be required to build a Roundabout ("Roundabout") at the spine road of the Development and 161st Street. The spine road is approximately 660' west of Spring Mill Road. The Roundabout shall be installed prior to the first Certificate of Occupancy ("CO") for the Spring Mill Station SWC PUD project.

B. The Roundabout shall be designed and constructed by WRI and reviewed, inspected and, when deemed acceptable by City, approved by City staff.

C. Any right-of-way required for the Roundabout on WRI property shall be donated to City. Any right-of-way required for the Roundabout on property east of the Development shall be donated by the land owner by separate agreement between WRI and that land owner, or as otherwise agreed by the City.

D. The full cost of the Roundabout shall be calculated prior to construction and agreed to by the City and WRI. The full upfront cost to construct the Roundabout shall be paid by WRI.

Section 3. Duties and Obligations of the City

A. The City will work quickly during any reviews of the Roundabout design plans.

B. Any additional necessary right-of-way required for the Roundabout on the north side of 161st Street shall be acquired by the City if the City deems it necessary on terms and conditions that shall be determined by the parties.

C. The full cost of the Roundabout shall be calculated prior to construction and agreed to by the City and WRI. The full upfront cost to construct will be paid by WRI.

D. WRI shall receive a credit of the calculated Road Impact Fees for construction of the Roundabout. It is expected that this credit is unlikely to cover the full cost to construct the Roundabout.

E. The City shall support this Agreement and the allocation of the tax increment generated by the WRI development as it is captured to reimburse WRI for the costs of the roundabout on the north side of 161st Street to the Westfield Redevelopment Commission.

Section 4. Termination.

This Agreement shall be in effect from August 1st, 2015 for a period of 120 months terminating on August 1st, 2025 and shall be of no effect after that time. All previously executed agreements and addendums between the Parties shall also be null and void at that time. This Agreement as well as any and all previous understandings shall all be contingent to the approval of this Agreement by the Westfield Redevelopment Commission.

Section 5. Amendment.

No alteration, modification, or amendment to this Agreement is permitted, except by written agreement signed by the Parties or their successor in interest as appropriate.

Section 6. Dispute Resolution.

In the event that any dispute arising hereunder cannot be resolved by the Parties, each party waives its right to trial by jury, and stipulates that the Circuit or Superior Courts of Hamilton County, Indiana shall be the only proper court(s) of venue and jurisdiction.

Section 7. Authority

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the properly authorized representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the contracting party, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

Section 8. Indemnification.

Each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) except for those arising out of or related to a Party's gross negligence or intentional wrongful conduct in its performance under this Agreement.

In Witness Whereof, the City and Junction have, through their duly-authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

"CITY"

City of Westfield, Indiana,
An Indiana municipal corporation

Signed: _____

Printed: Randell Graham Title: BPWS

Dated: 10-1-2015

"WRI"

Westfield Residential Investors, LLC,
an Indiana Limited Liability Company

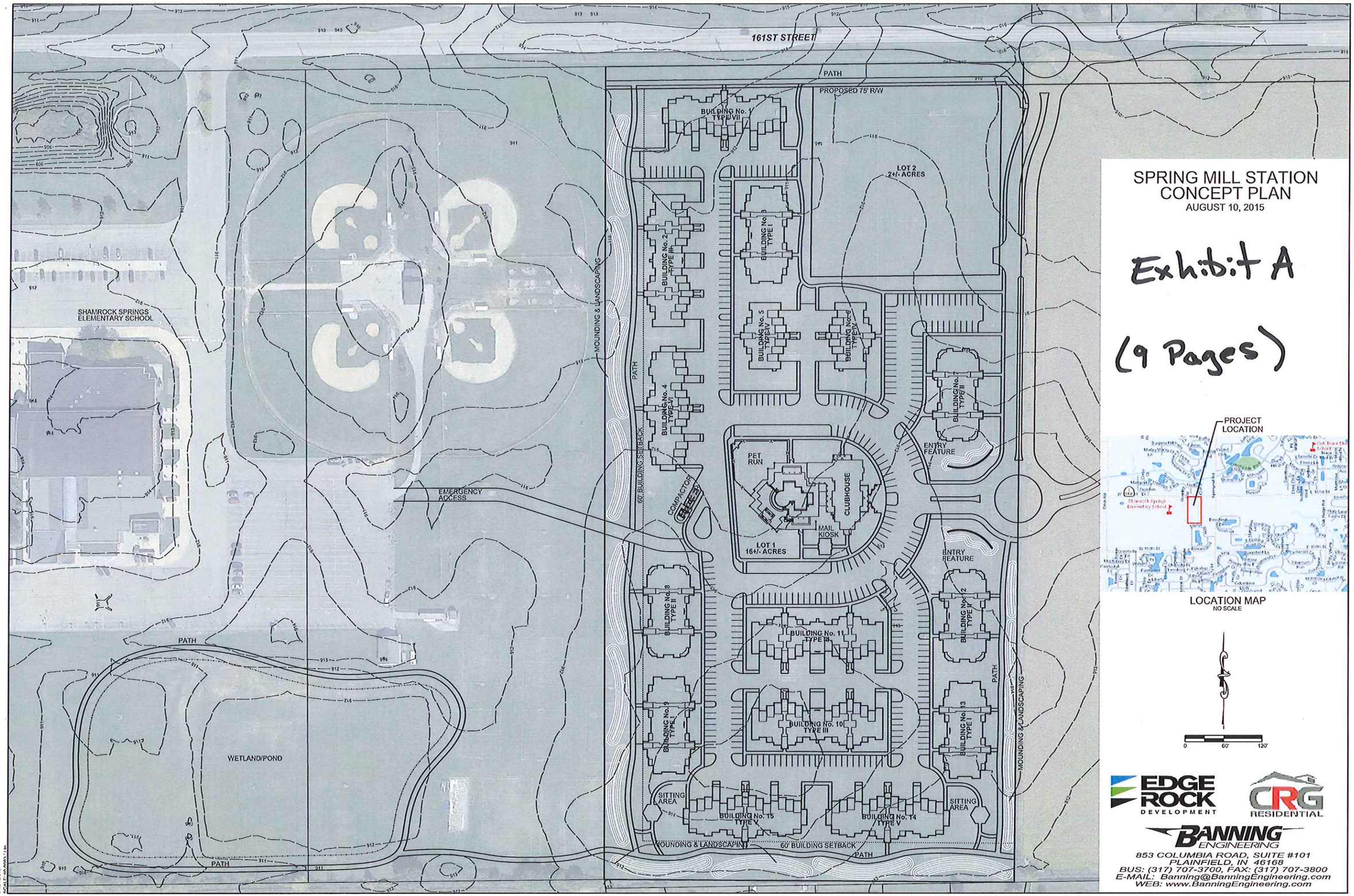
_____
R. Birch Dalton, Member

Dated: 11-10-15

SPRING MILL STATION
CONCEPT PLAN
AUGUST 10, 2015

Exhibit A

(9 Pages)



PROJECT LOCATION

LOCATION MAP
NO SCALE

0 60' 120'

EDGE ROCK DEVELOPMENT

CRG RESIDENTIAL

BANNING ENGINEERING
853 COLUMBIA ROAD, SUITE #101
PLAINFIELD, IN 46168
BUS: (317) 707-3700, FAX: (317) 707-3800
E-MAIL: Banning@BanningEngineering.com
WEB: www.BanningEngineering.com

SITE LANDSCAPE PLAN

SPRING MILL STATION

WESTFIELD, INDIANA

August 10, 2015

VISION II DESIGN STUDIO, INC.

ARCHITECTURE • INTERIOR DESIGN

1364 COLONY PARK CIRCLE, GREENWOOD, IN 46143
317-281-7982
MIKE@VISION-DESIGNSTUDIO.COM

BANNING ENGINEERING

EDGE ROCK DEVELOPMENT

CRG RESIDENTIAL

0 5'-0" 10'-0" 20'-0"

CLUBHOUSE - FRONT ELEVATION

SPRING MILL STATION

WESTFIELD, INDIANA

May 26, 2015

VISION II DESIGN STUDIO, INC.

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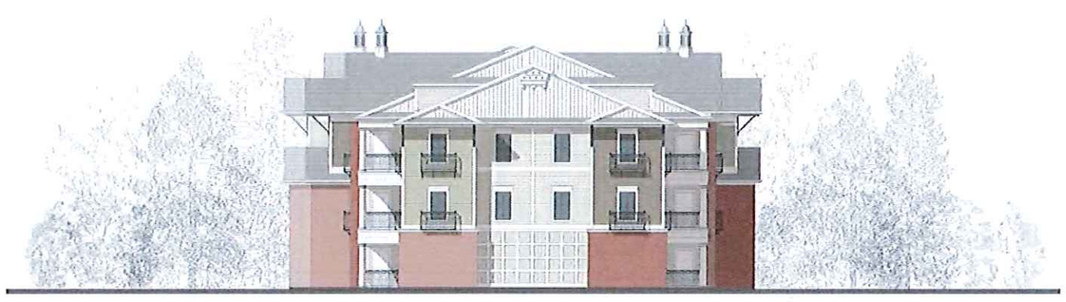
EDGE ROCK DEVELOPMENT

CRG RESIDENTIAL

REAR ELEVATION



SIDE ELEVATION

SIDE ELEVATION

FRONT ELEVATION

BUILDING TYPE I - EXTERIOR ELEVATIONS

SPRING MILL STATION

WESTFIELD, INDIANA

May 26, 2015

VISION II DESIGN STUDIO, INC.

ARCHITECTURE • INTERIOR DESIGN

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317-281-7982
MIKE@VISION-DESIGNSTUDIO.COM

EDGE ROCK DEVELOPMENT

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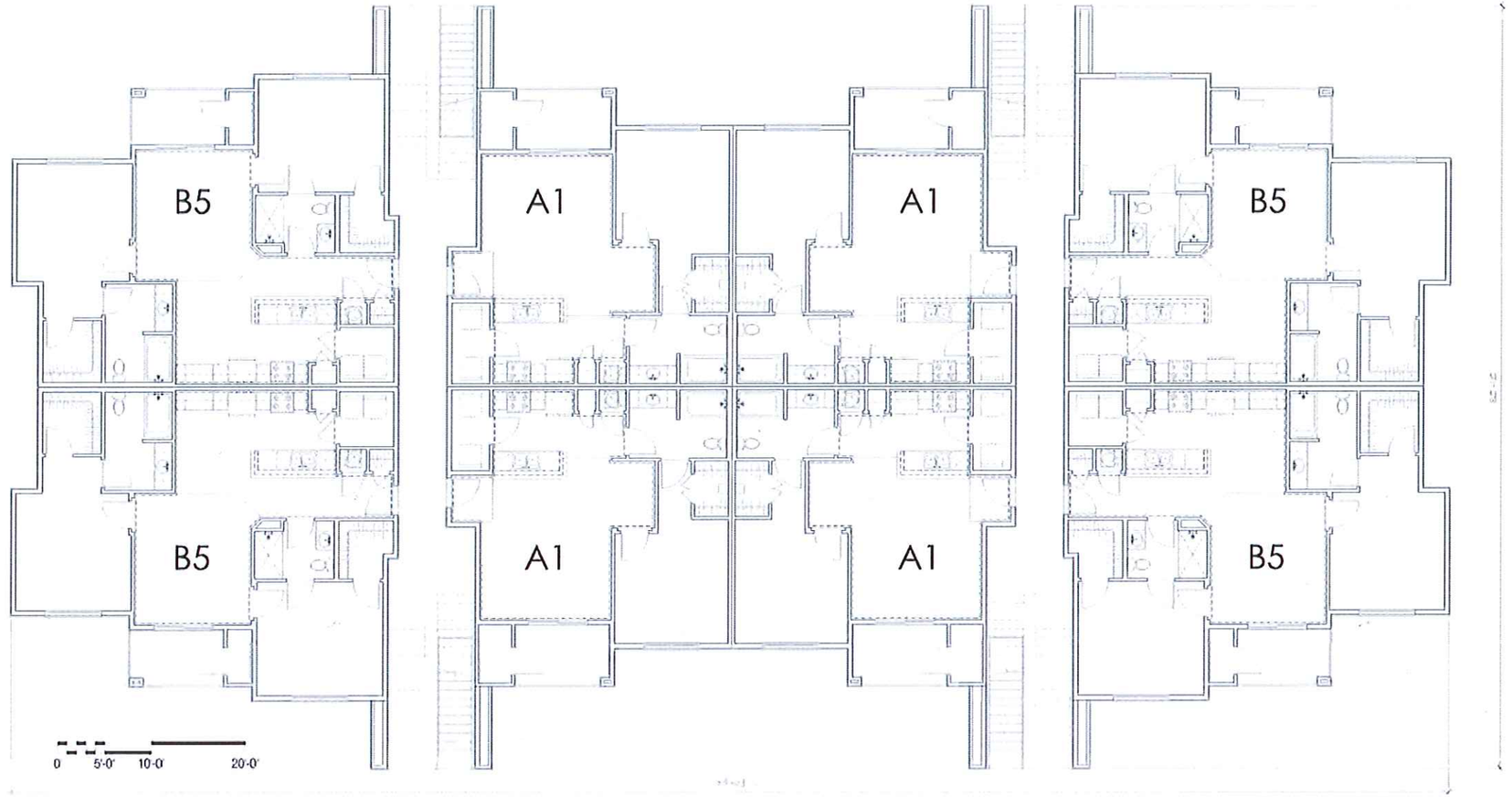


BUILDING TYPE I - FLOOR PLAN

SPRING MILL STATION

WESTFIELD, INDIANA

April 30, 2015

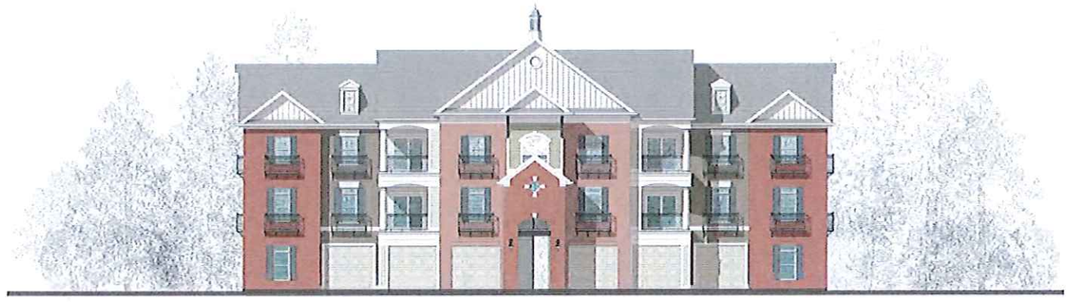
VISION II DESIGN STUDIO, INC.

ARCHITECTURE • INTERIOR DESIGN

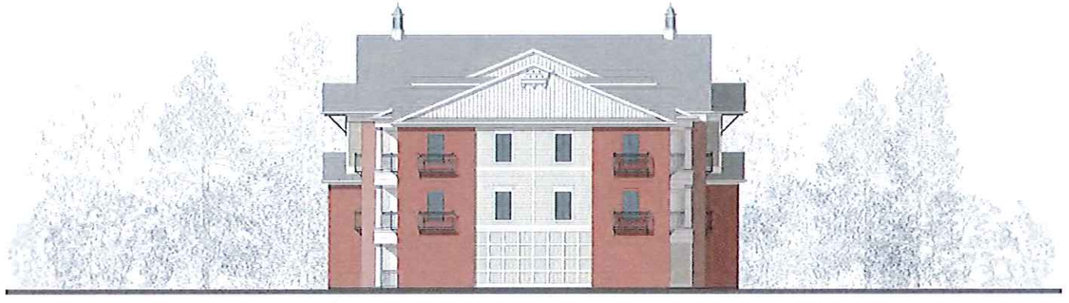
1364 COLONY PARK CIRCLE, GREENWOOD, IN 46143
317-281-7982
MIKE@VISION-DESIGNSTUDIO.COM

EDGE ROCK DEVELOPMENT

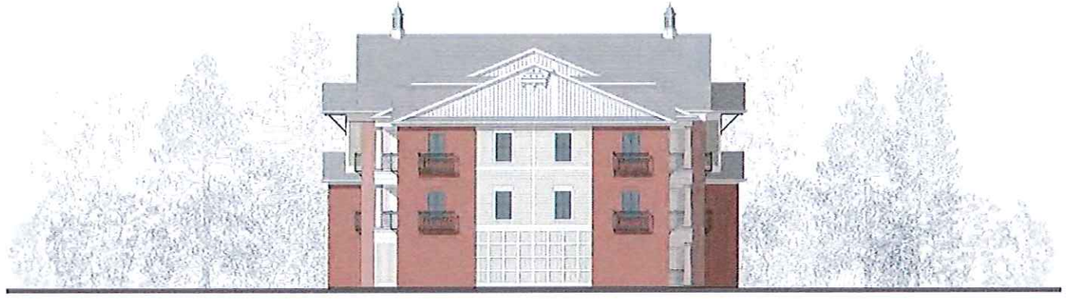
CRG RESIDENTIAL



REAR ELEVATION



SIDE ELEVATION



SIDE ELEVATION

FRONT ELEVATION

BUILDING TYPE IV - EXTERIOR ELEVATIONS

SPRING MILL STATION

WESTFIELD, INDIANA

May 26, 2015

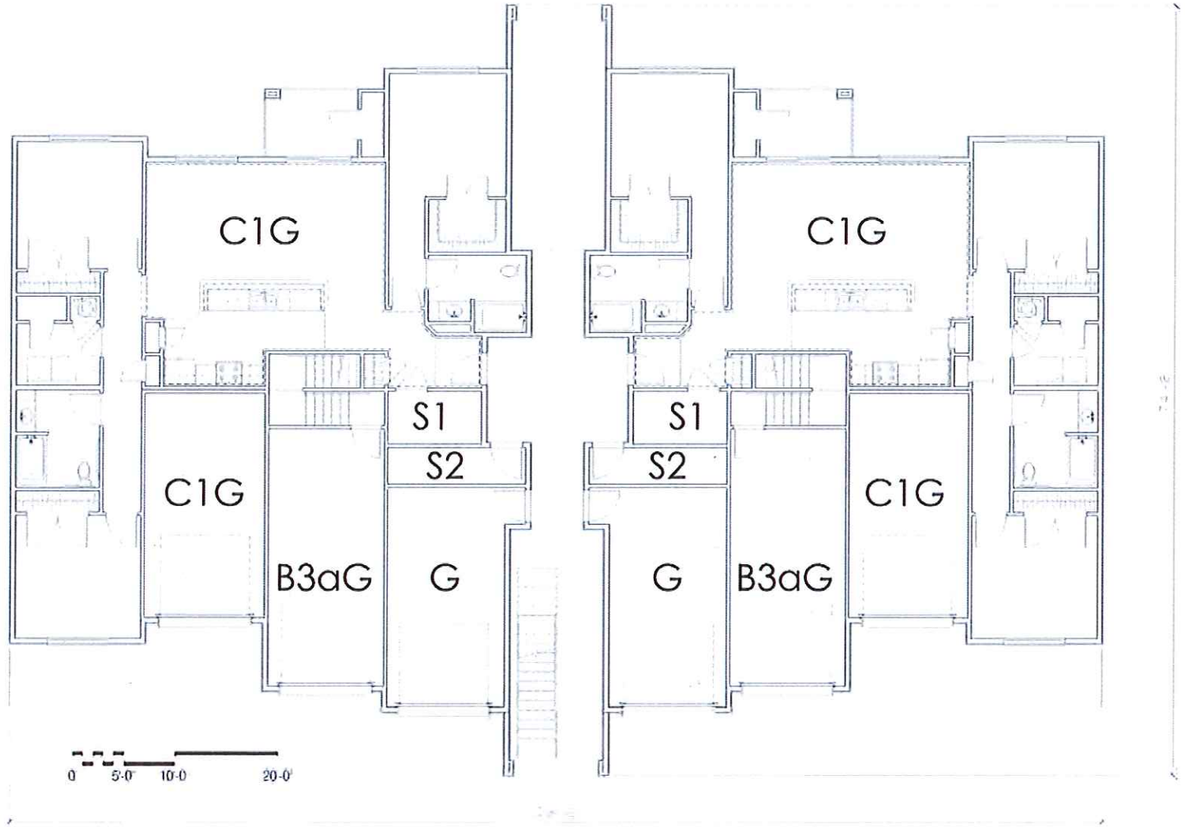
VISION II DESIGN STUDIO, INC.

ARCHITECTURE • INTERIOR DESIGN

1364 COLONY PARK CIRCLE, GREENWOOD, IN 46143
317-281-7982
MIKE@VISION-DESIGNSTUDIO.COM

EDGE ROCK DEVELOPMENT

CRG RESIDENTIAL



BUILDING TYPE IV - FLOOR PLAN

SPRING MILL STATION

WESTFIELD, INDIANA

April 30, 2015

VISION II DESIGN STUDIO, INC.

ARCHITECTURE • INTERIOR DESIGN

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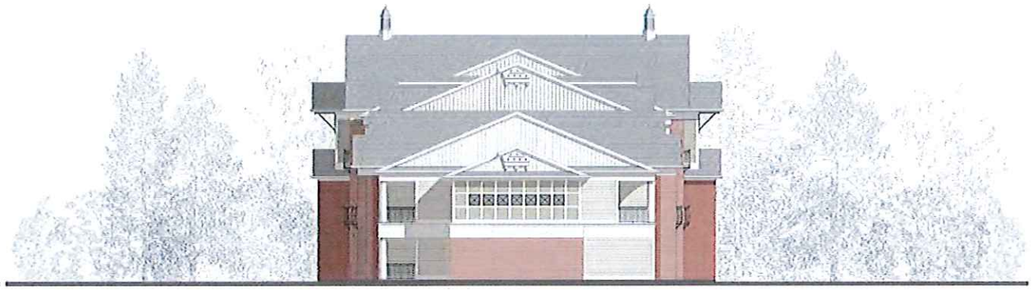
317-281-7982
MIKE@VISION-DESIGNSTUDIO.COM

EDGE ROCK DEVELOPMENT

CRG RESIDENTIAL

REAR ELEVATION



SIDE ELEVATION

SIDE ELEVATION

FRONT ELEVATION

BUILDING TYPE VII - EXTERIOR ELEVATIONS

SPRING MILL STATION

WESTFIELD, INDIANA

July 28, 2015

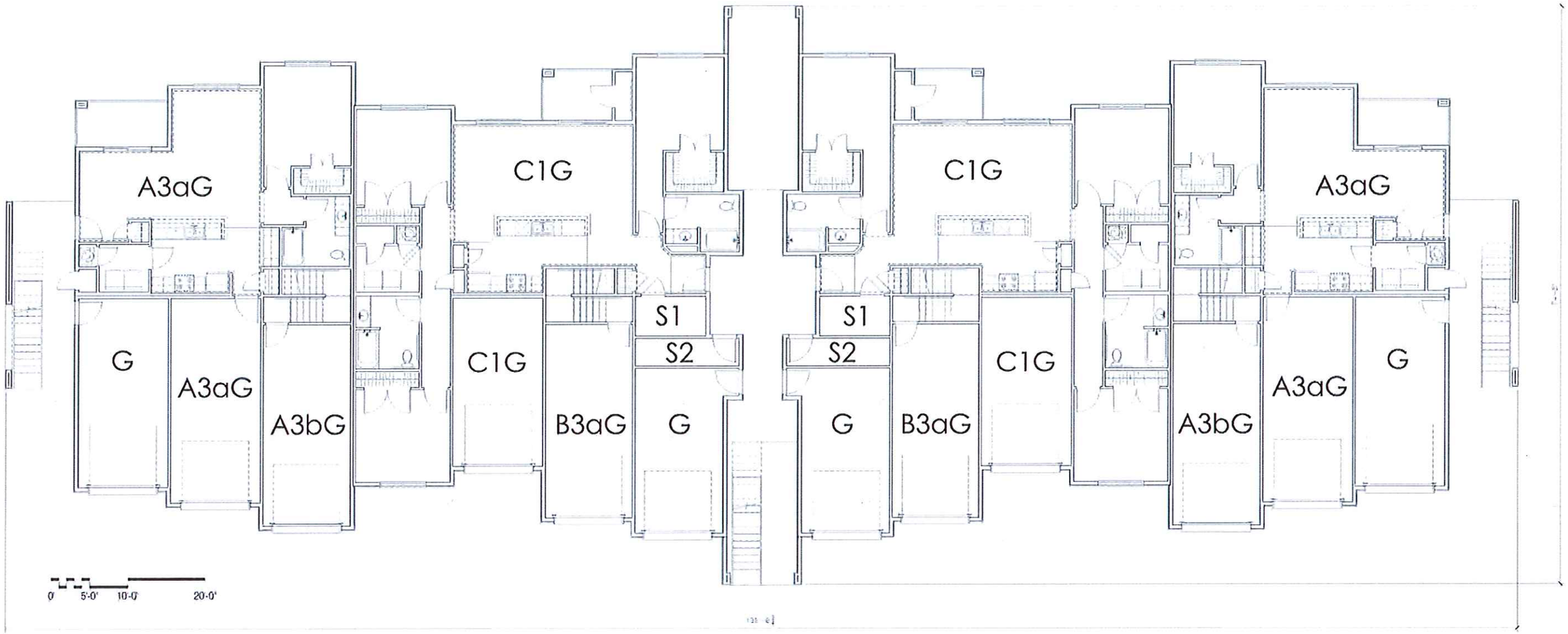
VISION II DESIGN STUDIO, INC.

ARCHITECTURE • INTERIOR DESIGN

1364 COLONY PARK CIRCLE, GREENWOOD, IN 46143
317-281-7982
MIKE@VISION-DESIGNSTUDIO.COM

EDGE ROCK DEVELOPMENT

CRG RESIDENTIAL



BUILDING TYPE VII - FLOOR PLAN

SPRING MILL STATION

WESTFIELD, INDIANA

July 28, 2015

VISION II DESIGN STUDIO, INC.

ARCHITECTURE • INTERIOR DESIGN

1364 COLONY PARK CIRCLE, GREENWOOD, IN 46143
317-281-7982
MIKE@VISION-DESIGNSTUDIO.COM

EDGE ROCK DEVELOPMENT

CRG RESIDENTIAL

Exhibit B

LEGAL DESCRIPTION

The Northwest quarter of the Southeast Quarter of Section 10, Township 18 North, Range 3 East, containing 39.09 acres more or less.

ALSO: A part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 18 North, Range 3 East located in Washington Township, Hamilton County, Indiana being more specifically described as follows:

BEGINNING at the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 10, Township 18 North, Range 3 East; thence South 00 degrees 14 minutes 59 seconds West 1311.37 feet to the southwest corner of the Northeast Quarter of said Southeast Quarter; thence North 89 degrees 35 minutes 49 seconds East 657.25 feet (39 5/6 rods) on and along the south line of the Northeast Quarter of said Southeast Quarter; thence North 00 degrees 14 minutes 57 seconds East 1312.55 feet to a point on the north line of the Northeast Quarter of said Southeast Quarter, said point being 657.25 feet (39 5/6 rods) east of the Point of Beginning; thence South 89 degrees 29 minutes 38 seconds West 657.25 feet (39 5/6 rods) to the POINT OF BEGINNING. Containing 19.79 acres, more or less. Both tracts being a total of 58.88 acres, more or less.