

**CROSS-REFERENCE.** In accordance with Ind. Code § 32-23-2-5(a), the easement described herein burdens real estate described as follows:

City: by plat dated \_\_\_\_\_, and recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_ in the Office of the Recorder of Hancock County, Indiana.

Developer: by plat dated \_\_\_\_\_, and recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_ in the Office of the Recorder of Hancock County, Indiana.

### **MUTUAL ACCESS AND PARKING AGREEMENT**

**THIS MUTUAL ACCESS AND PARKING AGREEMENT** (this “**Agreement**”) is made as of the \_\_\_ day of April, 2026, by and between **City of Greenfield, Indiana**, an Indiana political subdivision (the “**City**”) and **The Yard at Greenfield, LLC**, an Indiana limited liability company (the “**Developer**”). City and The Developer are referred to individually as a “**Party**” and together as the “**Parties.**”

#### **RECITALS**

**WHEREAS**, the City owns or will own the parcel of property located in Greenfield, Indiana and upon which a 350 space, 3-level above ground parking garage is to be constructed, as legally described on **Exhibit A** attached hereto and incorporated herein (the “**City Property**” or the “**Parking Garage**”).

**WHEREAS**, the Developer owns or will own the parcels of property located in Greenfield, Indiana, as legally described on **Exhibit B** attached hereto and incorporated herein (together, the “**Developer Property**”) upon which the Developer is constructing two (2) residential apartment buildings containing approximately 150 units (each, a “**Multifamily Building**” and together the “**Multifamily Buildings**”).

**WHEREAS**, the Parties desire to establish easements for access and parking purposes across portions of each of the City Property and the Developer Property (each a “**Property**” and collectively the “**Easement Properties**”) in favor of the other Property.

#### **AGREEMENT**

**NOW THEREFORE**, in consideration of the premises, each covenant, agreement and undertaking hereinafter provided, each act to be performed hereunder, and other good and valuable consideration, the receipt of which is hereby acknowledged, City and the Developer agree as follows:

1. **Grant of Garage Access Easement by City.** Upon completion of the later of the northern Multifamily Building on the Developer Property and the Parking Garage on the City Property, City hereby grants and conveys to the Developer, as the owner of the Developer Property, its successors, assigns, lessees, invitees, and residents, and their respective employees, agents, and contractors (collectively, the “**Developer Parties**”), a perpetual, non-exclusive easement (the “**Garage**”

**Access Easement**”) for the right and privilege of pedestrian ingress and egress to, from, over, across, and through those portions of the City Property identified on **Exhibit C** (the “**Garage Access Area**”) for pedestrian ingress and egress between the Developer Property and the Parking Garage. The Garage Access Easement shall run with, and be appurtenant to, the Developer Property and be binding on the Parties and their respective successors and assigns. The Garage Access Easement shall be subject to the following terms and restrictions:

(a) **Use.** The Garage Access Easement shall be used solely for pedestrian ingress and egress between the Developer Property and the Parking Garage. No vehicular access shall be permitted.

(b) **Resident Access.** The City shall allow access to the Garage Access Easement and the Parking Garage to residents, tenants and other authorized users of the Developer Property having Reserved or Guaranteed Spaces, 24 hours per day, seven days a week, subject to temporary closures as may be reasonably necessary for maintenance, repair, emergencies, casualty, in accordance with the Rules and Regulations or in accordance with **Section 20**.

(c) **Access Control.** The City shall retain the right to install access control measures in the future if deemed prudent by the City to do so, however, the installation of such facilities shall not infringe or restrict upon access to the Garage Area for the residents, tenants, or other authorized users of the Developer Property having Reserved or Guaranteed Spaces.

(d) **Rules and Regulations.** The City may adopt and enforce reasonable, nondiscriminatory rules and regulations (“**Rules and Regulations**”) for use of the Garage Access Easement area to ensure safety and security, provided such Rules and Regulations do not unreasonably interfere with the rights herein granted.

(e) **Maintenance.** The City shall, at its sole cost and expense, maintain the Garage Access Area in good condition and repair in a manner consistent with the maintenance of the other portions of the Parking Garage.

(f) **Relocation.** The City reserves the right, at its expense, to relocate the Garage Access Area, provided that such relocation provides reasonably equivalent access to the Multifamily Buildings.

(g) **No Fee.** The City shall not impose any fee or charge for use of the Garage Access Area; provided that nothing in the preceding sentence shall limit or waive City’s rights pursuant to **Sections 5 and 7(a)**.

2. **Grant of Access Easement to City and Public.** Upon completion of the northern Multifamily Building on the Developer Property and the Parking Garage on the City Property, the Developer hereby grants and conveys to the City as the owner of the City Property, its successors, assigns, lessees, invitees and their respective employees, agents, and contractors (the “**City Parties**”), as well as for the benefit of the public and for the benefit of the Parking Garage, a perpetual, non-exclusive easement (the “**Public Access Easement**”) over, across, and through those portions of the common areas of the Developer Property identified on **Exhibit D** (the “**Public Access Area**”) for pedestrian ingress and egress to and from the Parking Garage. The Public Access Easement shall run with, and be an appurtenance to, the City Property and be binding on the Parties and their respective successors and assigns, subject to the following terms and restrictions:

(a) **Use.** Solely for pedestrian ingress and egress between the Developer Property and the Parking Garage. No vehicular access shall be permitted.

(b) **Hours.** During the hours of 7 a.m. to 10 p.m., seven days a week subject to temporary closures for repair, maintenance, casualty or emergencies or **Section 20**.

(c) **Rules and Regulation.** The Developer may adopt Rules and Regulations for security and safety that do not materially impair access, provided such Rules and Regulations do not unreasonably interfere with the rights herein granted to the City.

(d) **Maintenance.** The Developer shall, at its sole cost and expense, maintain the Public Access Area in good condition consistent with other common areas of the Developer Property.

(e) **Relocation.** Developer may relocate the Public Access Area, at its expense, so long as reasonably equivalent access is provided.

(f) **No Fee.** The Developer shall not impose any fee or charge for use of the Public Access Area; provided that nothing in the preceding sentence shall limit or waive Developer's rights pursuant to **Section 7(b)**.

### 3. **Grant of Parking Rights.**

#### (a) **Definitions.**

“**CO Date**” means the date a certificate of occupancy is issued for the northern Multifamily Building located on the Developer Property.

“**Guaranteed Spaces**” means the parking spaces within the Parking Garage that are exclusively allocated to Developer for the sole use of residents of the Multifamily Buildings and that must be made available to Developer at all times, subject only to temporary closures permitted under this Agreement. Guaranteed Spaces may be used by the residents of the Multifamily Buildings on an unassigned, first-come, first-served basis.

“**Reserved Spaces**” means the parking spaces within the Parking Garage that are assigned to Developer on an exclusive basis and physically designated by the City (such as by signage, striping, or other markings) for the exclusive use of specific residents of the Multifamily Buildings.

“**Year 1**” means the twelve (12) month period commencing on the CO Date. “**Year 2,**” “**Year 3,**” and each subsequent “**Year**” mean each successive twelve (12) month period thereafter.

“**Operating Expenses**” shall mean, for any Year, all reasonable and customary costs and expenses of the City paid or incurred in operating, repairing, replacing and maintaining the Parking Garage, parking garage systems and equipment (excluding any parking access systems that are exclusively designed to collect fees for, or exclusively designed to control, the public parking in the Parking Garage and do not provide access controls or benefit to the Guaranteed Spaces or Reserved Spaces (“**Public Parking Equipment**”)), and the common areas in good condition and repair, including by way of illustration and not limitation, the following: all insurance premiums and deductibles, water, sewer, electrical or other utility charges; service and other charges incurred in the repair, replacement, operation and maintenance of the garage equipment including elevators and utility, plumbing, life safety, and mechanical equipment and systems; cleaning and other janitorial services; striping; signage;; tools and supplies; repair costs; landscape maintenance costs;

license, permit and inspection fees; management fees; stormwater fees; administrative fees; supplies,, costs, wages and related employee benefits payable for the direct management, maintenance and operation of the Parking Garage; maintenance, repair, and replacement of the driveways, parking and sidewalk areas (including snow and ice removal), landscaped areas and lighting. Operating Expenses shall include capital expenditures necessary or reasonable to maintain (but not expand) the Parking Garage, to comply with applicable laws, or to benefit from energy-saving programs; provided that, any capital expenditure shall be amortized over the shorter of the useful life of the improvement (as reasonably determined by the City) or the amortization period suggested by GAAP, and only the annual amortized portion thereof shall be included in Operating Expenses for a particular year. For the avoidance of doubt, Operating Expenses shall not include any capital expenditures or expenses related to the installation, operation, or maintenance of Public Parking Equipment, which costs shall be City's sole responsibility.

**“Real Estate Taxes”** shall mean, for any calendar year, any form of real estate tax or assessment or service payments in lieu thereof; commercial real taxes; and any license fee, improvement bond or other similar charge or tax (other than stormwater fees, inheritance, personal income, or estate taxes); in each case, imposed upon the Parking Garage or City Property, or against operation of the Parking Garage, by any authority having the power to so charge or tax, together with the cost and expenses of contesting the validity or amount of the Real Estate Taxes.

(b) **Parking Rights.** Upon completion of both the northern Multifamily Building on the Developer Property and the Parking Garage on the City Property, the City grants Developer the right to use and occupy up to one hundred forty-four (144) Guaranteed or Reserved Spaces within the Parking Garage for the sole and exclusive use of parking of passenger vehicles of the residents of the Multifamily Buildings (the **“Parking Rights”**). For the avoidance of doubt, the total number of Guaranteed Spaces and Reserved Spaces shall not exceed, in the aggregate, one hundred forty-four (144) spaces. On or before August 1 of each year, Developer shall provide written notice to the City of the number of Guaranteed and Reserved spaces it elects to use and occupy during the ensuing Year, not to exceed one hundred forty-four (144) spaces which election shall be binding for such Year. The Parking Rights shall be perpetual and shall run with, and be an appurtenance to, the Developer Property, binding the Parties and their respective successors and assigns, tenants, and invitees. The Parking Rights are subject to the below terms and restrictions.:

(c) **Designation.** The City shall have the sole and exclusive right to designate the parking spaces and may, from time to time, relocate such designation within the Parking Garage, provided that an equivalent number of reasonably convenient spaces are made available.

(d) **Operating Expenses and Taxes.** Developer shall be responsible for the following costs:

(i) In order to satisfy Developer's obligations to pay its share of the Operating Expenses, beginning on the CO Date, Developer shall pay the City a fixed rate per month for each space Developer elects to use in accordance with the following: (A) \$50 per Guaranteed Space for the first seventy-seven (77) spaces and \$75 for each Guaranteed Space in excess of seventy-seven (77); and (B) \$100 per Reserved Space. Beginning in Year 4, the monthly charge per Guaranteed and Reserved Space shall increase by Five Dollars (\$5.00) per Year through Year 6.

- (ii) Beginning in Year 6, the Parties shall negotiate in good faith Developer's share of Operating Expenses for Year 7 and beyond. If the parties have not agreed upon new fixed rates beginning in Year 7, Developer shall pay to City, in each Year commencing with Year 7 and thereafter, an amount equal to (a) Developer's proportionate share of the Operating Expenses, which proportionate share shall be calculated annually based on the number of Guaranteed and Reserved Spaces elected by Developer for the applicable Year divided by the total number of parking spaces in the Parking Garage, provided that in no event shall Developer's proportionate share be less than thirty-one percent (31%) or greater than forty-two percent (42%) (the "Developer's Share"). The City shall estimate the Developer's Share annually and written notice thereof shall be given to Developer prior to the beginning of each Year. Developer shall pay to City each month, on the first day of each month an amount equal to 1/12 of the estimated Developer's Share. If Operating Expenses increase during a Year, the City may increase the estimated Developer's Share during such Year by giving Developer written notice to that effect, and thereafter, Developer shall pay to the City, and each of the remaining months of such Year, an amount equal to the amount of such increase in the estimated Developer's Share divided by the number of months remaining in such Year. Within a reasonable time after the end of each Year, the City shall prepare and deliver to Developer a statement showing the actual Developer's Share based on the actual Operating Expenses incurred for that Year. Within thirty (30) days after receipt of the aforementioned statement, Developer shall pay to City, or City shall credit against the next Developer's Share payment or payments due from Developer, as the case may be, the difference between the actual Developer's Share for the preceding Year and the actual estimated amounts paid by Developer during such Year. Notwithstanding anything to the contrary in this section, the City, at its sole option, may wait until after the end of the Year to determine the actual Developer's Share for such Year (rather than estimate and charge estimated monthly payments in advance as provided above (in which case the Developer's Share for such Year shall be due and payable in one lump sum and shall be payable by Developer within thirty (30) days after its receipt of an invoice therefor. Developer's responsibility for Developer's Share shall survive the expiration or any earlier termination of this Agreement solely with respect to amounts accrued prior to such expiration or termination. The City shall be solely responsible for maintaining, repairing, and operating the Parking Garage in good condition and may engage a third-party managing agent to undertake such obligations.
- (iii) Regardless of whether the Parking Garage is, or may be, subject to any exemption for Real Estate Taxes, Developer shall 100% of the Real Estate Taxes attributable to, that arise from, or would not exist but for Developer's use or occupancy of the Parking Garage. Upon any transfer of ownership of the Parking Garage or City Property to a non-tax exempt entity, Developer's share of Real Estate Taxes shall be Developer's proportionate share of all Real Estate Taxes, based on the number of Guaranteed and Reserved Spaces elected by Developer for the applicable calendar year divided by the total number of parking spaces in the Parking Garage.
- (e) **Ramp-Up Period.** Notwithstanding the foregoing, for a period of twelve (12) months following the CO Date (the "**Ramp-Up Period**"), the number of parking spaces subject to Developer's cost-sharing obligation under subsection (d)(i) shall increase gradually as follows: beginning on the first day of the Ramp-Up Period, Developer may elect to use a minimum of nine (9) parking spaces, and thereafter, the number of spaces available to Developer shall increase by a minimum of nine (9) additional spaces per month, cumulative and compounding, until the expiration

of the Ramp-Up Period. Developer may, at any time during the Ramp-Up Period, elect to begin using any or all spaces that have become available under this subsection. Upon expiration of the Ramp-Up Period, Developer shall thereafter be entitled to use and occupy up to one hundred forty-four spaces (144) or such lesser number as Developer designates pursuant to this Agreement..

(f) **No Additional Fees.** Except for the maintenance and operating costs set forth in subsection (d), no separate fee shall be charged to Developer or its tenants, invitees, or assigns for use of the spaces granted under this Agreement.

(g) **Rules.** Developer's use of the Parking Rights shall be subject to the City's Rules and Regulations for Parking Garage operations, applied in a reasonable and nondiscriminatory manner.

(h) **No Commercial Use.** No commercial vehicles, oversized vehicles, recreational, boats, trailers or similar items, or abandoned or inoperable vehicles shall be permitted to park in any space and no space shall be used for any purpose other than parking. For the avoidance of doubt, no vehicle repairs or maintenance shall be permitted at any time.

(i) **Supporting Documentation and Information.** Upon request by Developer, the City shall provide Developer with supporting documentation and information as is reasonably necessary to verify the calculation of Operating Expenses and the Developer's Share

4. **Garage Passes.** City shall provide The Developer, solely for use by the Developer, one (1) parking pass (the "**Passes**") for each Guaranteed or Reserved Space. Any Passes which are lost or need to be replaced shall be replaced at the cost of Ten Dollars (\$10.00) payable by the Developer to the City. In the event any of the Passes provided for herein are no longer necessary for the Developer's purposes the Developer shall return the unused Passes and shall be responsible to pay Ten Dollars (\$10.00) for each Pass which Developer fails to return upon surrender or termination of this Agreement.

5. **Rights Reserved to City.** The City reserves the right to use the Parking Garage for any and all uses and purposes not inconsistent with the rights and privileges granted to the Developer by this Agreement.

6. **Easement Not Exclusive.** The rights and privileges granted herein to the Developer are not exclusive, except as otherwise provided herein. The City covenants that it will not grant or convey to any other party any easement, right or interest in the Parking Garage that would conflict with the Developer's rights and privileges hereunder, provided that this covenant shall not be deemed to prevent the City from using or granting easements, rights or interests to others for the use of the Parking Garage that are not in conflict with the Developer's rights and privileges hereunder or unreasonably interfere with the Developer's exercise thereof.

7. **Indemnification.**

(a) **Developer Indemnity.** The Developer shall indemnify, defend, and hold harmless the City, its officers, employees, agents, and contractors (including any managing agent of the Parking Garage) (collectively, the "**City Indemnitees**") from and against any and all claims, liabilities, damages, losses, liens, expenses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") to the extent arising out of or resulting from the negligence, recklessness, or willful misconduct of the Developer Parties in connection with the use of the Garage Access Easement, Garage Access Area, Parking Rights, and Parking Garage, as well as the use or maintenance of the Public Access Area. Claims shall include direct Claims incurred by City, as well as third-party Claims asserted against City.

(b) **City Indemnity.** To the extent permitted by applicable law, the City shall indemnify, defend, and hold harmless the Developer and its officers, employees, agents, and contractors (collectively, the “**Yard Indemnitees**”) from and against any and all Claims to the extent arising out of or resulting from the gross negligence, recklessness, or willful misconduct of the City or its employees, agents, or contractors in connection with the use or maintenance of the Garage Access Area.

(c) **City Liability.** Notwithstanding anything contained herein, the City shall not be held responsible by Developer, its residents, tenants, or authorized users for ensuring the safety or security of any person associated with or the property of the Developer, its residents, tenants or authorize users and/or their guests or invitees.

8. **Notices.** All notices, requests, demands and communications hereunder will be given by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to The Developer: Tyler W. Ridge II  
3225 S. Hoyt Ave.  
Muncie, IN 47302

If to City: City of Greenfield  
10 S. State Street  
Greenfield, IN 46140

9. **[Intentionally Omitted]**.

10. **Successors and Assigns.** All of the easements, rights and obligations herein created, granted or imposed shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, lessees, and mortgagees, except as may be otherwise provided herein.

11. **Covenants Running With Land.** The easements and all rights, covenants, conditions, and restrictions set forth in this Agreement are appurtenances, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the City, the Developer, and their respective successors in title to the parties respective parcels, unless and until the easements and other rights hereunder shall have been terminated as otherwise provided herein. Except as provided above in this **Section 10** or otherwise in this agreement, neither party may assign or transfer its privileges or obligations under this Agreement without the other Party’s prior written consent.

12. **Amendment and Termination.** This Agreement may be amended or terminated only by a written instrument executed by the City and Developer (or by their successors in title) or by an order of competent judicial authority. This Agreement will automatically terminate in the event the Parking Garage is no longer in use or is demolished without replacement thereof. Further, this Agreement shall automatically terminate on the date which is forty-five (45) years following its initial recording (notwithstanding the date of recordation of any subsequent amendment).

13. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future statute or judicial decision, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of

this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible while remaining legal, valid, and enforceable.

14. **Indiana Law.** The laws of the State of Indiana shall govern all aspects of this Agreement and its exhibits, including without limitation, execution, interpretation, performance, and enforcement.

15. **Headings.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not be construed to modify or affect the terms and provisions hereof.

16. **Remedies.** In the event of a breach or threatened breach of this Agreement, each Party shall be entitled to all legal and equitable rights and remedies available under this Agreement and applicable law, including but not limited to specific performance and injunctive relief.

17. **Attorneys' Fees.** If at any time this Agreement becomes the subject of any legal action or proceedings between the Parties in or before any court, arbitrator, mediator, or other adjudicator (whether pursuant to legal process, court order, voluntary submission, agreement, or consent), the non-prevailing Party shall be responsible for all reasonable costs and expenses incurred by the prevailing Party in connection with such action or proceedings, including but not limited to any and all court costs, arbitration, mediation, and other fees and costs, and all reasonable attorneys' fees, expert witness fees, and other costs.

18. **Authority.** Each undersigned person signing on behalf of any Party that is a corporation, partnership, limited liability company, or other entity certifies that (a) he or she is fully empowered and duly authorized by any and all necessary action or consent required under any applicable articles of incorporation, bylaws, partnership agreement, or other agreement to execute and deliver this Agreement for and on behalf of said Party, (b) that said Party has full capacity, power, and authority to enter into and carry out its obligations under this Agreement, and (c) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of such Party, enforceable in accordance with its terms

19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one agreement.

20. **Condemnation/Casualty.**

(a) In the event of a taking of any material part of the Parking Garage by eminent domain or under threat of eminent domain (a "**Condemnation**") that does not result in the taking of all of the Parking Garage, and the Parking Garage can be restored such that: (i) the Parking Garage remains in existence on the City Property permitting the continued use of the Parking Rights as contemplated herein; (ii) there is no material adverse impact on the continued access, utilities, and necessary appurtenances to permit the continued use of the Parking Garage as generally contemplated herein; (iii) the Parking Garage can be operated, maintained, repaired pursuant to the terms and conditions of this Agreement; and (iv) the Multifamily Buildings remain operating on the Developer Property and utilizes no less than 50 spaces in the Parking Garage, based on the current calendar year's requested usage; then City, at its cost, and subject to the limits of applicable law, and the limits of available insurance proceeds, shall make such repairs and/or restorations to or of the Parking Garage as are necessary so that the remaining portions of the City Property and Parking Garage not impacted

by the Condemnation are substantially in the condition as existed immediately prior to the Condemnation subject to any modifications required under then applicable Laws.

(b) In the event of a Condemnation: (i) that results in the taking of all of the City Property and/or the Parking Garage; or (ii) that results in the taking of a material portion of the Parking Garage or City Property such that the Parking Garage cannot be restored such that (A) the Parking Garage remains in existence on the City Property permitting the continued use of the Parking Rights as contemplated herein; (B) with continued access, utilities, and necessary appurtenances permit the continued use of the Parking Garage as generally contemplated herein; or (iii) the Multifamily Buildings are no longer operating on the Developer Property or, if still operated, fails to utilize more than 50 spaces in the Parking Garage, based on the current calendar year's requested usage; the City shall elect in writing delivered to Developer within one hundred eighty (180) days of the Condemnation to either:

(i) **Demolition/Surface Spots.** So long as the Parking Garage can be (and is) restored to a street level paved surface parking lot, which surface lot: (i) has sufficient area for at least the required number of spaces required by the Developer for the calendar year in which the Condemnation occurs; City may elect to raze the Parking Garage. In such event, this Agreement shall be amended as necessary to reflect the replacement of the Parking Garage with the new surface lot.

(ii) **No Restoration.** Not restore the Parking Garage, provided that Developer shall be entitled to participate in such Condemnation proceedings and seek such damages to which it is entitled under applicable laws.

From the date of the taking until the: (a) completion of the restoration, or (b) creation restoration of the surface lot by the City, in each case, as provided above, City shall have no obligation to provide the Parking Rights.

21. **Conditions Precedent.** Notwithstanding anything to the contrary in this Agreement, the Garage Access Easement and the Parking Rights granted herein shall not be enforceable against the City until the completion of construction of the Parking Garage and the northern Multifamily Building and the issuance of an occupancy permit by the City of Greenfield. Upon such completion, the easement and Parking Rights shall automatically become enforceable.

*[Signature pages to follow]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Access and Parking Agreement effective this 15<sup>th</sup> day of April, 2026.

**“THE DEVELOPER”**

**THE YARD AT GREENFIELD, LLC**

By: YDP Greenfield LLC, a Delaware limited liability company, its manager

By: The Yard At Depot Park, LLC, an Indiana limited liability company, its manager

By: \_\_\_\_\_  
Tyler W. Ridge II, Manager

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF DELAWARE    )

Before me, a Notary Public residing in Delaware County, Indiana, personally appeared Tyler W. Ridge II, Manager of The Yard At Depot Park, which is the manager of YDP Greenfield LLC, which is the manager of The Yard at Greenfield, LLC, who, in my presence, acknowledged the execution of the foregoing Access and Parking Agreement this \_\_\_\_ day of April, 2026.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

**“THE CITY”**

**CITY OF GREENFIELD, INDIANA**

By: \_\_\_\_\_  
Guy Titus, Mayor

Attest: \_\_\_\_\_  
Penny Lawyer, Deputy Clerk-Treasurer

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF HANCOCK        )

Before me, a Notary Public residing in Hancock County, Indiana, personally appeared Guy Titus, Mayor of the City of Greenfield, who, in my presence, acknowledged the execution of the foregoing Access and Parking Agreement this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

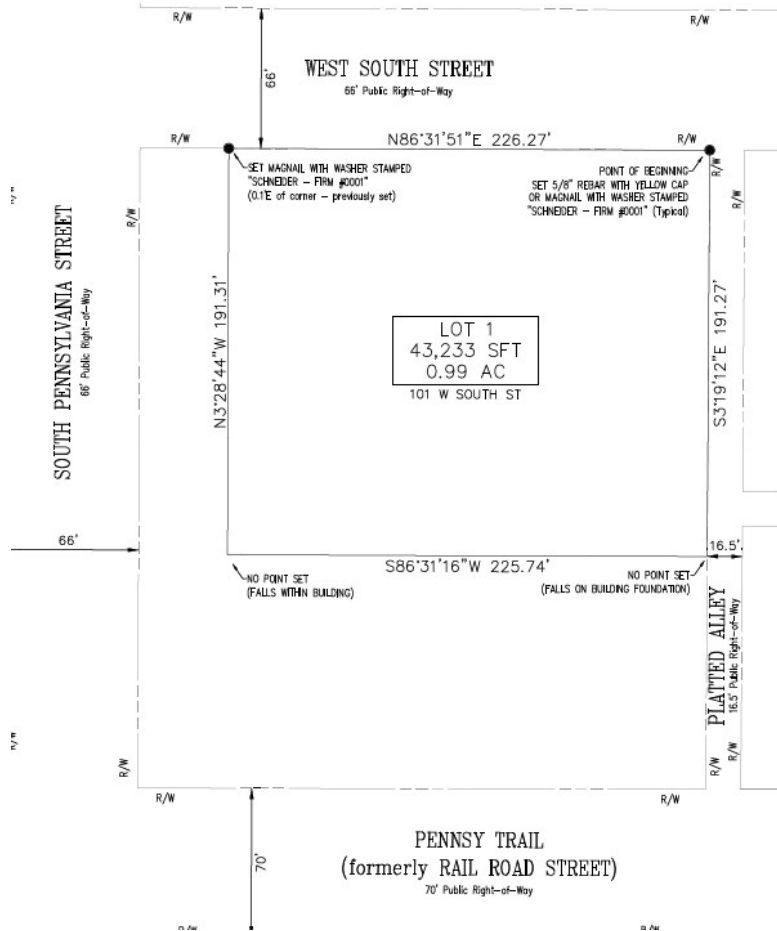
My County of Residence: \_\_\_\_\_

This Instrument prepared by: Ted W. Nolting, Kroger Gardis & Regas, LLP, 111 Monument Circle, Suite 900, Indianapolis, IN 46204.

I, Ted W. Nolting, affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

# EXHIBIT A

## City Property



### LAND DESCRIPTION

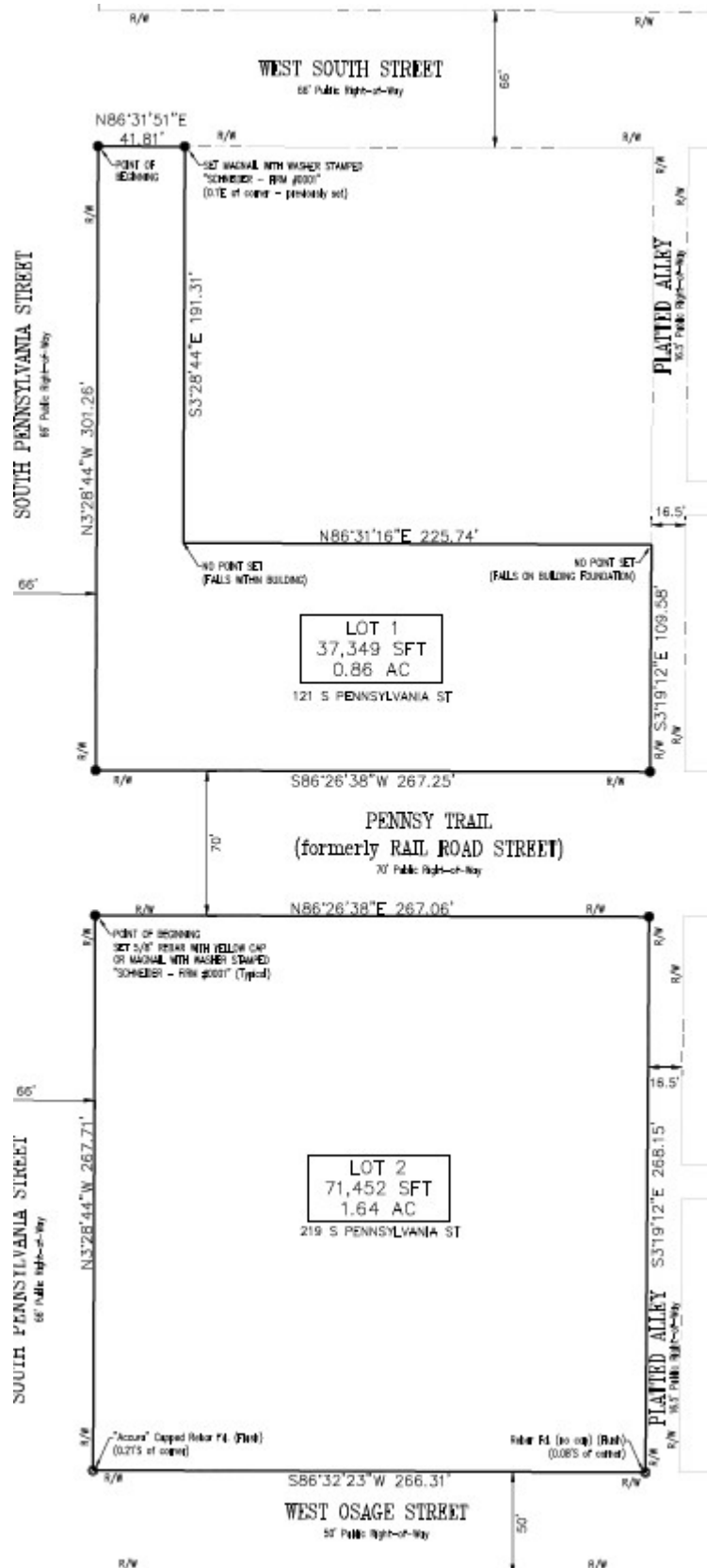
#### LAND DESCRIPTION

A part of Lot 107 and all of Lots 108 and 109 of Block No. 20 in Wingfield's Reserve of Original Plat of the Town, now City of Greenfield, Indiana, recorded in Plat Book 1, Page 1, and part of Lots 3, 4, and 5 of Block No. 1 of Pierson's Addition to the City of Greenfield, Indiana, recorded in Plat Book A, Page 8, being a portion of the tract of land granted to the City of Greenfield ("City Tract"), recorded as Instrument Number 9804986, also being a portion of Tract I (said Lots 3-5) and Tract II granted to 121 S Penn, LLC ("Penn Tract"), recorded as Instrument Number 202404109, and a part of the 16.00-foot-wide east/west vacated alley ("Vacated Alley") located between West South Street and Pennsy Trail (formerly Rail Road Street), the northern 8.00 feet of the alley were platted per said Wingfield's Reserve and the southern 8.00 feet of the alley were platted per said Pierson's Addition, vacated per Instrument Number 202510593, all in the Office of the Recorder of Hancock County, Indiana, more particularly described as follows:

BEGINNING at the northeastern corner of said Lot 109, being the intersection of the southern right-of-way line of West South Street and the western right-of-way line of a 16.50-foot-wide north/south platted alley between South Pennsylvania Street and South State Street, also being the northeastern corner of said City Tract; thence South 03 degrees 19 minutes 12 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 191.27 feet along said western right-of-way line coincident with the eastern line of said Lot 109 and said City Tract, the eastern line of said Vacated Alley, and part of the eastern line of said Lot 3; thence South 86 degrees 31 minutes 16 seconds West 225.74 feet passing through said Lots 3, 4, and 5, and into Tract II of said Penn Tract; thence North 03 degrees 28 minutes 44 seconds West 191.31 feet passing through said Tract II, said Vacated Alley, and said Lot 107 to the northern line thereof; thence North 86 degrees 31 minutes 51 seconds East 226.27 feet along the northern lines of said Lots 107, 108, and 109 also being the northern line of said City Tract to the POINT OF BEGINNING, containing 43,232.5 square feet (0.992 acres), more or less.

# EXHIBIT B

## Developer Property



## LAND DESCRIPTION

### LAND DESCRIPTION

#### LOT 1

A part of Lot 107 of Block No. 20 in Wingfield's Reserve of Original Plat of the Town, now City of Greenfield, Indiana, recorded in Plat Book 1, Page 1 and part of Lots 3, 4, and 5 of Block No. 1 of Pierson's Addition to the City of Greenfield, Indiana, recorded in Plat Book A, Page 8, being a portion of the tract of land granted to the City of Greenfield ("City Tract"), recorded as Instrument Number 9804986, also being a portion of Tract I (said Lots 3-5) and Tract II granted to 121 S Penn, LLC ("Penn Tract"), recorded as Instrument Number 202404109, and a part of the 16.00-foot-wide east/west vacated alley ("Vacated Alley") located between West South Street and Pennsy Trail (formerly Rail Road Street), the northern 8.00 feet of the alley were platted per said Wingfield's Reserve and the southern 8.00 feet of the alley were platted per said Pierson's Addition, vacated per Instrument Number 202510593, all in the Office of the Recorder of Hancock County, Indiana, more particularly described as follows:

BEGINNING at the northwestern corner of said Lot 107, being the intersection of the southern right-of-way line of West South Street and the eastern right-of-way line of South Pennsylvania Street also being the northwestern corner of said City Tract; thence North 86 degrees 31 minutes 51 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 41.81 feet along the northern line of said Lot 107 and said City Tract; thence South 03 degrees 28 minutes 44 seconds East 191.31 feet passing from said Lot 107 through said Vacated Alley and into Tract II of said Penn Tract; thence North 86 degrees 31 minutes 16 seconds East 225.74 feet passing from said Tract II through said Lots 5, 4, and 3 to the eastern line thereof and the western right-of-way line of a 16.50-foot-wide north/south platted alley between South Pennsylvania Street and South State Street; thence South 03 degrees 19 minutes 12 seconds East 109.58 feet along said western right-of-way line coincident with the eastern line of said Lot 3 to the southeastern corner thereof being the intersection of said western right-of-way line and the northern right-of-way line of Pennsy Trail (formerly Rail Road Street); thence South 86 degrees 26 minutes 38 seconds West 267.25 feet along said northern right-of-way line and the southern lines of said Lots 3, 4, and 5 and the southern line of said Tract II to the southwestern corner thereof, being the intersection of said northern right-of-way line and the western right-of-way line of said South Pennsylvania Street; thence North 03 degrees 28 minutes 44 seconds West 301.26 feet along said western right-of-way line and the western lines of said Tract II, said Vacated Alley, and said Lot 107 to the POINT OF BEGINNING, containing 37,349.1 square feet (0.857 acres), more or less.

#### LOT 2

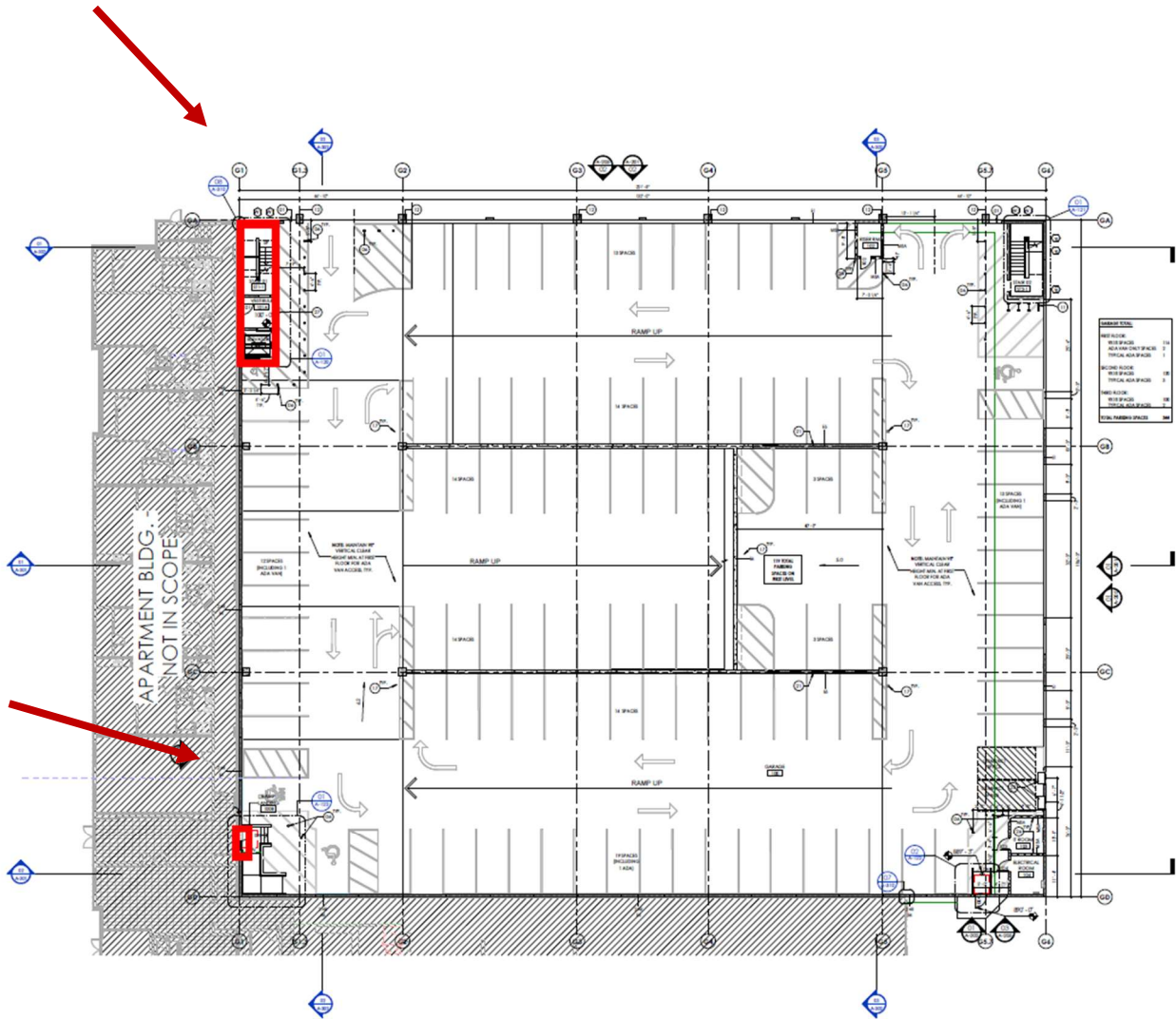
All of Lots 1, 2, 3, 4, 9, 10, 11, and 12 of Block No. 6 of Pierson's Addition to the City of Greenfield, Indiana, recorded in Plat Book A, Page 8, being the tracts of land granted to the City of Greenfield ("City Tracts"), recorded as Instrument Number 201708510, the tract of land granted to DMJR Development, LLC ("DMJR Tracts"), recorded as Instrument Number 202203535, and the tracts of land granted to Muegge Rentals, LLC ("Muegge Tracts"), recorded as Instrument Number 110006597, also the 16.50-foot-wide vacated alley ("Vacated Alley"), recorded as Instrument Number 110004921, also the 16.50-foot-wide east/west vacated alley ("E/W Vacated Alley") located between Pennsy Trail and West Osage Street, and the 16.50-foot-wide north/south vacated alley ("N/S Vacated Alley") located between South Pennsylvania Street and a 16.50-foot-wide north/south alley, both platted per said Pierson's Addition, and both vacated per Instrument Number 202510593, all in the Office of the Recorder of Hancock County, Indiana, more particularly described as follows:

BEGINNING at the northwestern corner of said Lot 1, being the intersection of the southern right-of-way line of Pennsy Trail and the eastern right-of-way line of South Pennsylvania Street; thence North 86 degrees 26 minutes 38 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 267.06 feet along the southern right-of-way line of Pennsy Trail and the northern lines of said Lots 1, 3, and 4 coincident with the northern lines of said City Tracts and said Vacated Alley to the northeastern corner of said City Tracts common with the northeastern corner of said Lot 4; thence South 03 degrees 19 minutes 12 seconds East 268.15 feet along the eastern lines said Lot 4, E/W Vacated Alley, and Lot 9 also being the eastern lines of said City Tracts and said Muegge Tracts to the southeastern corner of said Muegge Tracts common with the southeastern corner of said Lot 9, being the intersection of the northern right-of-way line of West Osage Street and the western right-of-way line of a 16.50-foot-wide north/south platted alley between South Pennsylvania Street and South State Street; thence South 86 degrees 32 minutes 23 seconds West 266.31 feet along said northern right-of-way line coincident with the southern lines of said Lots 9, 10, N/S Vacated Alley and Lot 11, also being the southern lines of said Muegge Tracts and said DMJR Tracts to the southwestern corner thereof common with the southwestern corner of said Lot 11, being the intersection of the northern right-of-way line of West Osage Street and the eastern right-of-way line of South Pennsylvania Street; thence North 03 degrees 28 minutes 44 seconds West 267.71 feet along said eastern right-of-way line coincident with the western lines of said Lots 11, 12, E/W Vacated Alley, Lot 2, and Lot 1, also being the western lines of said DMJR Tracts and said City Tracts to the POINT OF BEGINNING, containing 71,452.3 square feet (1.640 acres), more or less.

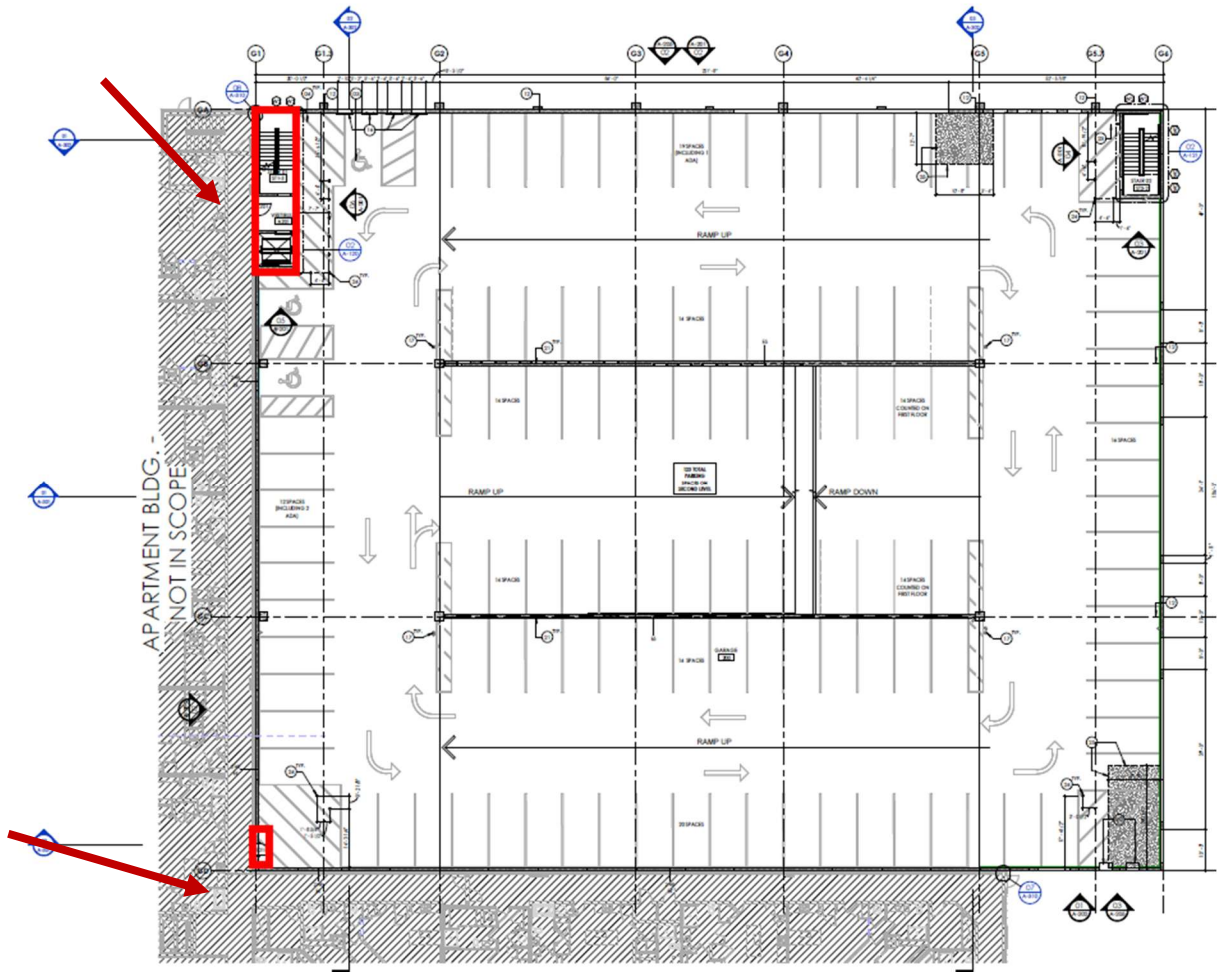
# EXHIBIT C

## Depiction of Garage Access Area

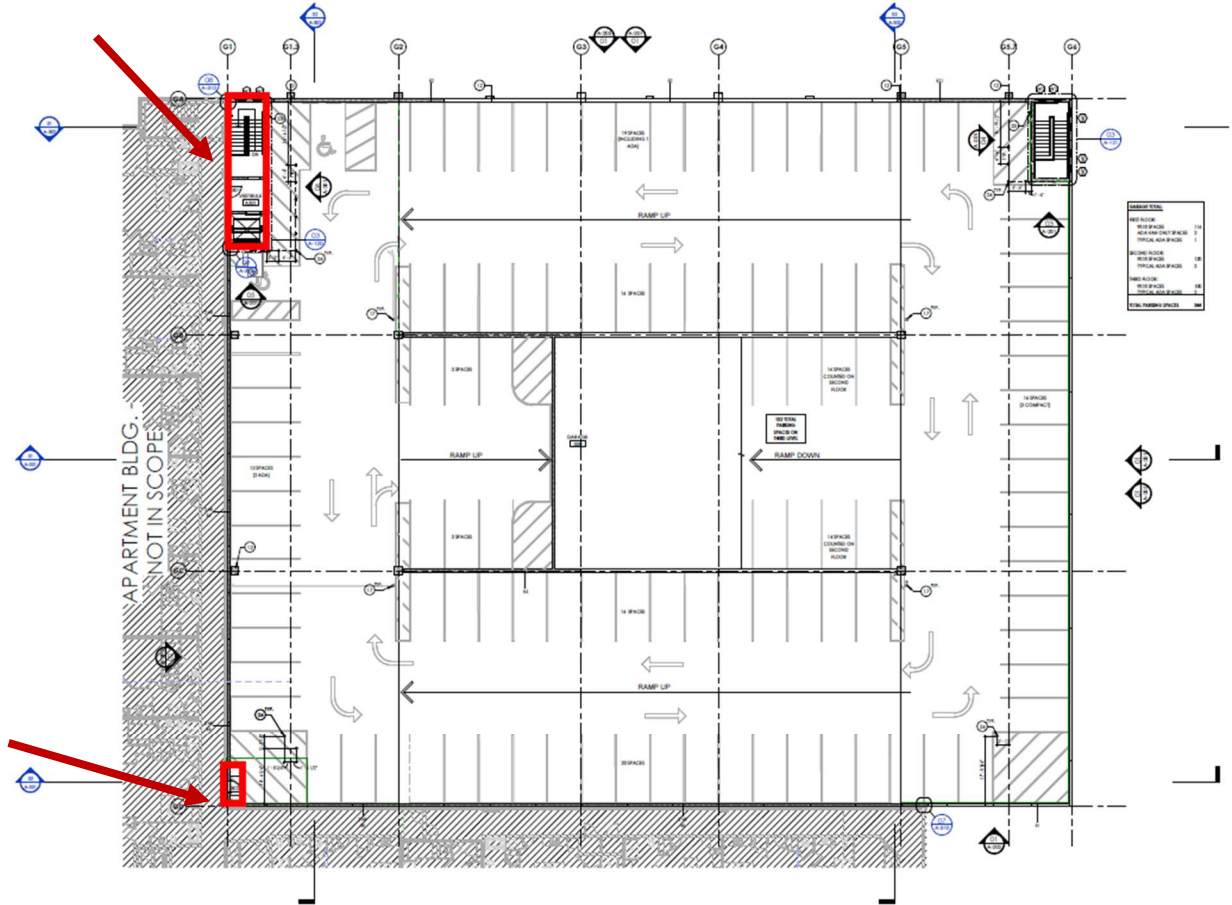
### First Floor



# Second Floor



# Third Floor



# EXHIBIT D

## Depiction of Public Access Area

