

Cross Reference: Instrument No. \_\_\_\_\_ (Grantor Property)

TEMPORARY EASEMENT AGREEMENT

(TRG Parking Garage)

This Temporary Easement Agreement (TRG Parking Garage) (the “**Agreement**”) is executed as of this 15<sup>th</sup> day of April, 2026 (the “**Effective Date**”), by and between the City of Greenfield, Indiana (“**Grantor**”) and TRG Construction, LLC (“**Grantee**”).

Recitals

WHEREAS, Grantor owns fee simple title to the real estate more particularly described in **Exhibit A**, attached hereto (the “**Grantor Property**”);

WHEREAS, Grantor and Grantee have executed that certain BOT Agreement (TRG Parking Garage) dated April 15, 2026 (the “**BOT Agreement**”);

WHEREAS, pursuant to the BOT Agreement, Grantee is obligated to construct on the Grantor Property the project described in the BOT Agreement (the “**Project**”);

WHEREAS, Grantor has agreed to grant to Grantee a temporary easement on, over, above, across, and through the Grantor Property for the purpose of constructing the Project in accordance with the terms and conditions of the BOT Agreement;

WHEREAS, Grantor acknowledges that Grantee shall be the owner of the Project (but not the Grantor Property, which shall be and remain the property of Grantor subject to the terms of the BOT Agreement);

WHEREAS, Grantor has agreed to grant to Grantee, as owner of the Project (but not the Grantor Property, which is and shall remain the property of Grantor subject to the terms of the BOT Agreement), permanent easements to retain, maintain, and operate the completed Project on the Grantor Property; and

WHEREAS, the parties wish to execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Grantor and Grantee agree to the terms and conditions of this Agreement.

1. Temporary Easement.

(i) Grantor hereby grants, for the benefit of Grantee and its successors and assigns, a temporary easement on, over, above, across, and through the Grantor Property for the purposes of constructing the Project in accordance with the terms and conditions of the BOT Agreement (the “**Construction Easement**”).

(ii) The Construction Easement shall terminate automatically, without any action of, or instrument signed by, Grantor or Grantee, on the date that is the earliest of: (A) ten (10) business days after the date on which the Project is completed; (B) the date that is three (3) years from the Effective Date of this Agreement; or (C) upon any earlier termination of the BOT Agreement. Notwithstanding that no instrument is necessary to terminate the Construction Easement, upon receipt of written request from Grantor, accompanied by a recordable memorandum of termination that is reasonably acceptable to Grantee, Grantee shall promptly execute such memorandum of termination.

2. Binding Effect. The Construction Easement (until terminated in accordance with **subsection 1(ii)** above): (i) shall inure to the benefit of Grantee and its successors and assigns, as the owners of the Project (but not the Grantor Property, which shall be and remain the property of Grantor); and (ii) shall: (A) run with and bind the Grantor Property; and (B) bind Grantor and its successors and assigns, as owners of the Grantor Property. Notwithstanding the foregoing, Grantee shall not have the right to assign its rights and obligations under this Agreement without the prior written consent of Grantor.

3. Maintenance. During the term of this Agreement, and at all times prior to completion of the Project, Grantee shall repair any damage to, and restore or shall pay Grantor the costs of repair to and restoring to a similar condition as exists on the date of commencement of this Agreement any portion of the Grantor Property that is damaged by the Grantee, its engineers, contractors, employees or agents, in carrying out the purposes and scope of this Agreement, including, without limitation, resulting from the violation of any Laws including, without limitation, the remediation of hazardous materials. Except as may otherwise be provided in the BOT Agreement, Grantee shall have no ongoing obligations with respect to the maintenance, repair, and/or replacement of the Project upon completion of the Project in accordance with the terms of the BOT Agreement, all of which obligations shall belong to Grantor.

4. Insurance. At all times during the term of this Agreement, Grantee shall maintain the insurance policies required by the BOT Agreement (the “**Insurance Policies**”). Further, prior to the commencement of construction, and at the reasonable request of Grantor at any time BOT Agreement (TRG Parking Garage) during the term of this Agreement, Grantee shall provide current certificates of insurance evidencing the Insurance Policies.

5. Mechanic’s Liens. Grantee shall not cause or permit any lien to attach to the Grantor Property or to any improvements now existing or to be constructed or installed thereon by reason of the performance of any labor or work or the provision of any services, machinery, tools, equipment, supplies or materials under or pursuant to this Agreement. If such a lien shall be filed, Grantee shall take all steps necessary for the release and discharge of such lien in the manner

required under applicable law within thirty (30) days after the filing thereof, provided that nothing herein shall prevent Grantee from contesting any such lien in good faith, so long as Grantee provides evidence to Grantor that it has bonded over such lien; provided that in no event shall any lien be permitted to exist on the Grantor Property for more than one-hundred twenty (120) days after the filing thereof, regardless of any bonding, unless Grantor expressly consents in writing. Further, Grantee shall indemnify and hold Grantor harmless from all claims, costs, expenses (including reasonable attorney's fees), damages, causes of action, fines, losses, and the like (collectively, "**Claims**") arising from the filing of any such lien on the Grantor Property which Grantee fails to cause to be timely released. In the event Grantor reasonably determines that title to the Grantor Property is jeopardized, Grantor may immediately pay and satisfy such lien and cause the same to be released of record, all at Grantee's expense.

6. Indemnity. Grantee will indemnify and hold harmless Grantor from and against all Claims arising from or out of (i) Grantee's breach of this Agreement, or (ii) Grantee's negligent or wrongful use of the Construction Easement, except to the extent any Claim is caused by the intentional misconduct of Grantor. If any action or proceeding is brought against Grantor by reason of any matter for which Grantee has indemnified Grantor pursuant to this **Section 6**, Grantor shall promptly notify Grantee thereof and Grantee shall defend such action or proceeding by adequate counsel at its own expense. For the avoidance of doubt, any indemnification provided in this easement shall include both Claims incurred directly by Grantor as well as claims asserted against Grantor.

7. Notice. Any notice required or permitted to be given to a Grantor or Grantee under this Agreement, shall be deemed given and received (i) when hand delivered, with evidence of receipt of such delivery, or (ii) the following business day after being deposited into Federal Express or other similar type of overnight carrier service for overnight delivery addressed as follows:

if to Grantee: Tyler W. Ridge II  
3225 S. Hoyt Ave  
Muncie, IN 47302

with a copy, which shall not constitute notice, to:

Ted W. Nolting  
Kroger Gardis & Regas, LLP  
111 Monument Circle, Suite 900  
Indianapolis, IN 46204

if to Grantor:

The City of Greenfield  
City Hall  
Attn: City Attorney  
10 S. State Street  
Greenfield, IN 46140

with a copy, which shall not constitute notice, to:

Richard Starkey  
Barnes & Thornburg LLP  
11 S. Meridian Street  
Indianapolis, IN 46204

Any Party may change its address for notice hereunder by notice to the other Party given as set forth herein.

8. Jurisdiction and Venue/Waiver of Jury Trial. All proceedings arising in connection with this Agreement shall be tried and litigated only by a court of competent jurisdiction, either in Circuit or Superior Courts of Hancock County, Indiana, and such court shall have the sole and exclusive jurisdiction over the action or proceeding, unless otherwise agreed to in writing by the Grantor. Grantee waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Grantee may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. In the event litigation is needed to enforce or defend actions related to this Agreement, Grantor shall be entitled to recover its costs, expenses, and reasonable attorneys’ and consulting fees as a result of such actions.

9. Miscellaneous. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Agreement as of the date set forth in the introductory paragraph hereof.

**“GRANTEE”**

**TRG CONSTRUCTION, LLC**

By: \_\_\_\_\_

Printed: Tyler W. Ridge II

Title: Manager

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_            )

Before me, a Notary Public in and for the State of Indiana, personally appeared Tyler W. Ridge II, the Manager of TRG Construction, LLC, who acknowledged the execution of the foregoing Easement on behalf of such entity.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

I am a resident of \_\_\_\_\_ City, Indiana.

My commission expires \_\_\_\_\_.

**“GRANTOR”**

**CITY OF GREENFIELD, INDIANA**

\_\_\_\_\_  
Guy Titus, Mayor

ATTEST:

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

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF HANCOCK                )

Before me, a Notary Public in and for the State of Indiana, personally appeared Guy Titus, personally known to me to be the Mayor the City of Greenfield, Indiana, who acknowledged the execution of the foregoing Easement on behalf of such entity.

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

I am a resident of \_\_\_\_\_ City, Indiana.

My commission expires \_\_\_\_\_.

This instrument was prepared by Ted. W. Nolting, 111 Monument Circle, Suite 900, Indianapolis, IN 46204.

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. Ted W. Nolting

**Exhibit A**  
**Legal 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.