

## MAINTENANCE AND IMPROVEMENTS AGREEMENT

This Maintenance and Improvements Agreement (the “**Agreement**”) is entered into as of April 15, 2026 (the “**Effective Date**”), by and between the **City of Greenfield, Indiana**, a municipal corporation (the “**City**”), and **The Yard at Greenfield, LLC**, an Indiana limited liability company (the “**Developer**”).

### RECITALS

WHEREAS, the City owns certain real property and right-of-way commonly known as the Pennsy Trail, located within the City of Greenfield, Hancock County, Indiana (the “**Trail**”);

WHEREAS, Developer is developing multifamily residential housing projects located at 106 W. Osage Street and 121 S. Pennsylvania Street, which are situated on opposite sides of the Trail (collectively, the “**Project**”);

WHEREAS, Developer desires to install certain public-oriented improvements within the Trail right-of-way to enhance connectivity and usability of the Trail for residents of the Project and the general public; and

WHEREAS, the City is willing to permit such improvements within the Trail right-of-way, subject to the terms and conditions of this Agreement, and desires to clearly allocate ongoing maintenance and responsibility obligations between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and Developer agree as follows:

### 1. DEFINITIONS

“**Right-of-Way**” or “**ROW**” means the City-owned right-of-way comprising the Pennsy Trail, including all improvements located therein.

“**Developer Improvements**” means the improvements installed by Developer within the ROW as described in Section 2 of this Agreement.

“**Approved Plans**” means an approved site and development plan for all Developer Improvements approved by the City in writing in advance of Developer’s exercise of any rights hereunder

### 2. PERMITTED IMPROVEMENTS IN RIGHT-OF-WAY

2.1 **Authorization.** The City hereby grants Developer a non-exclusive, revocable license to enter upon the ROW for the sole purpose of installing the following improvements in locations approved by the City pursuant to the Approved Plans:

- Park benches
- Bike racks
- Grass and landscaping
- Sidewalks and pedestrian connections linking the Project to the Pennsy Trail
- Other minor appurtenant improvements mutually approved in writing by the City.

2.2 **Standards and Approvals.** All Developer Improvements shall:

- a) comply with all applicable City ordinances, standards, and specifications;

- b) be subject to prior review and written approval by the City, including approval of the Approved Plans; and
- c) be constructed in a good and workmanlike manner.

**2.3 Ownership of Improvements.** Upon installation, all Developer Improvements located within the ROW shall become the property of the City, unless otherwise agreed in writing.

### **3. MAINTENANCE RESPONSIBILITIES**

**3.1 City Maintenance Obligations.** The City shall be solely responsible, at its cost, for all maintenance, repair, and replacement of the ROW and all improvements located therein, including but not limited to:

- Mowing and general turf maintenance
- Landscaping care and replacement
- Maintenance, repair, and replacement of benches and bike racks
- Snow removal (if applicable)
- General upkeep of sidewalks and trail connections within the ROW

Notwithstanding anything in this Section 3 to the contrary, Developer shall be solely responsible for all maintenance, repair, and replacement of any Developer Improvements which are covered by either a product warranty or a construction warranty (“Warranty Repairs”).

**3.2 Developer Maintenance Obligations.** Developer shall be solely responsible, at its cost, for all maintenance, repair, and replacement of:

- All improvements, landscaping, sidewalks, and facilities located outside of the ROW and on Developer’s property; and
- Any private connections or amenities serving the Project that are not located within the ROW.
- All Warranty Repairs.

### **4. DAMAGE AND REPAIRS**

**4.1 Damage Caused by Developer.** Developer shall promptly repair, at its expense, any damage to (a) the ROW caused by Developer or its contractors during construction of the Developer Improvements; and (b) the portion of the ROW directly abutting or adjacent to Developer's property at 106 W. Osage Street and 121 S. Pennsylvania Street, as depicted on Exhibit A (the “Developer ROW Section”) and the Developer Improvements located thereon to the extent caused by the negligence or intentional misconduct of Developer and its tenants, agents, licensees, and invitees.

**4.2 City Damage or Wear.** Except as provided herein, following acceptance of the Developer Improvements by the City, the City shall be responsible for all damage, deterioration, or wear resulting from public use, weather, or ordinary conditions.

### **5. INDEMNIFICATION**

**5.1 Developer Indemnification.** Developer shall indemnify and hold harmless the City from and against any liens, losses, expenses, causes of action, claims, damages, or liabilities arising out of Developer’s (or its agent’s or contractor’s) installation and construction activities within the ROW, except to the extent caused by the negligence or willful misconduct of the City.

**5.2 City Indemnification.** To the extent permitted by Indiana law, the City shall indemnify and hold harmless Developer from and against any claims arising from the City's maintenance or operation of the ROW following acceptance of the Developer Improvements, except to the extent caused by the negligence or willful misconduct of the Developer, or its tenants, agents, employees, and representatives. Provided, however, that City's obligation to indemnify hereunder shall be limited in substance by state and federal statutes and constitutional provisions designed to protect the exposure and liability of the City as an instrumentality of the State of Indiana (e.g. actions and conditions as to which the City is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the 11th Amendment, and the continued ability to defeat a claim by reason of contributory negligence or fault of a claimant), so that the City's liability to indemnify, defend and hold harmless Developer hereunder shall not in any case exceed what might have been its liability to Developer had the City been sued directly by the Developer in Indiana and all appropriate defenses had been raised by the City.

## **6. INSURANCE**

Developer and any contractor installing/constructing the Developer Improvements shall maintain commercially reasonable insurance coverage during construction of the Developer Improvements, including general liability insurance naming the City as an additional insured, in amounts acceptable to the City (but in no event less than \$2 million in the aggregate). Prior to entering the ROW to install any Developer Improvements, Developer and any contractor shall provide City and an ACCORD certificate of insurance evidencing the required coverages are in place.

## **7. TERM AND TERMINATION**

**7.1 Term.** This Agreement shall commence on the Effective Date and shall remain in effect unless terminated as provided herein for the useful life of the Developer Improvements or March 17, 2036, whichever occurs first.

**7.2 Termination.** The City may terminate this Agreement upon written notice if Developer fails to comply with its obligations under this Agreement and does not cure such failure within thirty (30) days after written notice.

## **8. EXHIBITS**

**8.1 Exhibit A – Site Plan and Planned Improvements.** The location and general configuration of the Developer Improvements within the ROW are depicted on *Exhibit A*, attached hereto and incorporated by reference. Exhibit A is intended to illustrate the approximate location of benches, bike racks, landscaping, sidewalks, and pedestrian connections along the Pennsy Trail. Final locations and details remain subject to City review and approval of the Approved Plans pursuant to this Agreement.

## **9. MISCELLANEOUS**

**9.1 No Dedication.** Nothing in this Agreement shall be deemed to grant Developer any ownership interest in the ROW.

**9.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

**9.3 Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions or agreements.

9.4 **Amendments.** This Agreement may be amended only by a written instrument executed by both parties.

9.5 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

**“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

**“THE CITY”**

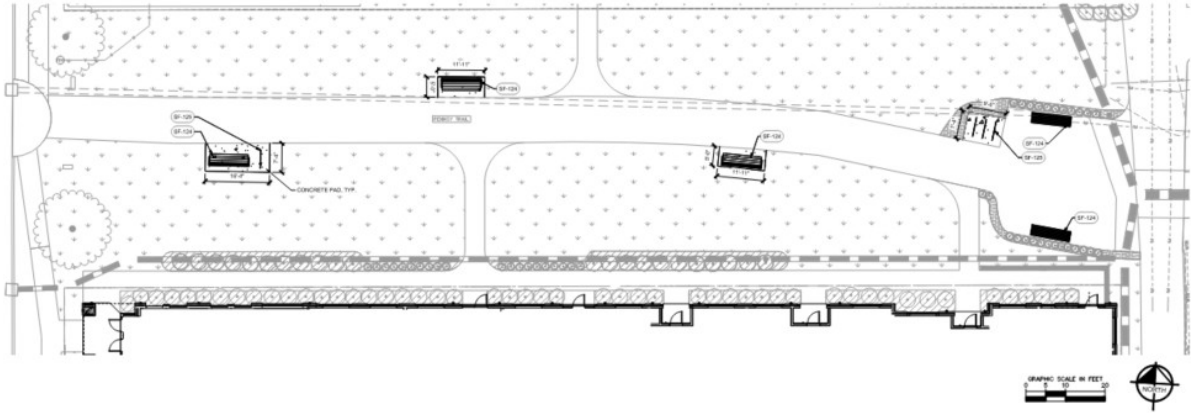
**CITY OF GREENFIELD, INDIANA**

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

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

# Exhibit A

## Site Plan and Planned Improvements



REFERENCE NOTES SCHEDULE				
CODE	DESCRIPTION	PRODUCT	COLOR/FINISH	REMARKS
(SP-101)	WALKWAY	CONCRETE PAD TYP		
(SP-102)	WOODEN FENCE	WOODEN FENCE		
(SP-103)	WOODEN CORE BIRCH	WOODEN CORE BIRCH		