

DRAFT

Dedication Agreement for Land Conveyance

Comes now EC New Vision of Indiana, LLC, a Limited Liability Company (hereinafter collectively **“Developer/Owner”**) and the Town Council for the Town of Zionsville and Mayor (hereinafter collectively **“Town”**) and after approval by the Town of a PUD Ordinance 2025 _____, an Ordinance of the Zionsville Town Council establish the Courtyards at Heritage Trail Planned Unit Development (hereinafter collectively **“PUD”**), now enters this the Dedication Agreement (hereinafter collectively **“Agreement”**) for the dedication of land to the Town as set out in the PUD as follows:

RECITALS

- A. Developer/Owner has entered into a contract to acquire certain real estate located in Boone County, Indiana, generally known as The Courtyards at Heritage Trail (the **“Development”**).
- B. As part of the approved PUD and related Development Agreement, Developer/Owner has agreed to convey approximately twenty-six (26) acres of real estate, as generally depicted on Exhibit A attached hereto (the **“Dedicated Parcel”**), for public or civic use consistent with the Town’s long-range planning objectives.
- C. The Parties desire to memorialize the timing, conditions, and obligations governing the dedication, improvement, and future use of the Dedicated Parcel.

1. DEDICATION AND PURPOSE

- 1.1 **Dedication.** Subject to Developer/Owner's acquisition and closing on the Courtyards at Heritage Trail property, Developer/Owner agrees to dedicate and convey the Dedicated Parcel to the Town for public or civic purposes.
- 1.2 **Permitted Uses.** The Dedicated Parcel shall be utilized for public or civic purposes consistent with the Town's long-range planning objectives. Permitted uses include, but are not limited to, a public park, trailhead, community facility, fire station, or athletic fields. The parcel shall not be used for commercial, residential, or multi-family purposes.

2. TIMING OF CONVEYANCE

- 2.1 **Dedication Trigger.** Conveyance of the Dedicated Parcel shall occur within ninety (90) days following the Town's approval of a development plan and construction plans for the intended public or civic use (e.g., sports park), or such other mutually agreed date approved in writing by both Parties.
- 2.2 **Pre-Dedication Use.** Until conveyance, Developer/Owner shall retain ownership and maintain the Dedicated Parcel in its existing agricultural or open-space condition, including mowing, farming, and general upkeep, at its sole cost.
- 2.3 **Fallback Clause.** If the Town has not approved construction plans for a public or civic use on the Dedicated Parcel within five (5) years from the execution of this Agreement, the Parties may mutually extend the dedication deadline. During any such extension, Developer/Owner may continue to farm or otherwise maintain the land as open space until dedication occurs.

- 2.4 **Town Ownership Period.** Following conveyance, the Town shall retain ownership of the Dedicated Parcel for a minimum of ten (10) years, unless released or transferred for public-benefit purposes with prior written consent of the Developer/Owner or its successors.

3. DEVELOPER IMPROVEMENT OBLIGATIONS

Upon approval of the sports-park construction plans and consistent with the Development Agreement, Developer/Owner shall design, permit, and construct the following improvements, subject to weather and force majeure:

3.1 Sports-Park Parking Lot

Developer/Owner shall design and construct an approximately 200-car parking lot, located generally beneath or adjacent to the existing power-line corridor as shown on Exhibit C.

- The parking lot shall be constructed within six (6) months following Town approval of the construction plans for the sports-park improvements, or such other mutually agreed milestone.
- The lot shall include pavement, striping, stormwater drainage, ADA-compliant spaces, and adequate lighting consistent with Town standards.
- The lot shall include one (1) right-in/right-out deceleration lane and one (1) acceleration lane on Whitestown Road, subject to INDOT or Boone County Highway Department approval, as applicable.
- The Town may, at its discretion, expand the lot beyond 200 spaces in the future

at its own expense; however, the Town shall be obligated to expand the parking lot as necessary to satisfy parking requirements established by a traffic impact study or other applicable standards for the approved use of the Dedicated Parcel.

- If the sports-park construction plans are not approved prior to the final section approval of Courtyards at Heritage Trail, this parking-lot obligation shall be deemed null and void.

3.2 Utilities

Developer/Owner shall design and extend public water and sanitary-sewer mains to within five (5) feet of the Dedicated Parcel boundary, sized and configured to serve both the Courtyards at Heritage Trail community and the future sports park.

- Installation shall occur no later than six (6) months after approval of the final section of Courtyards at Heritage Trail, or another mutually agreed milestone.
- Improvements shall meet the standards of Citizens Water and Zionsville Utilities, respectively.
- Developer/Owner shall not be responsible for extending utilities along the frontage of the Dedicated Parcel.
- Time of work shall be subject to weather and force majeure.

3.3 Stormwater Management

Developer/Owner shall engineer and construct a joint master detention pond designed to serve both the Courtyards at Heritage Trail community and the Dedicated Parcel at full buildout.

- The pond shall be sized using SCS Curve Number methodology for the proposed fully developed condition of the entire ±180-acre site.

- The pond's design, geometry, release rates, and draw-down times shall comply with the Town of Zionsville Stormwater Ordinance and maintain natural drainage patterns.

3.4 Buffering and Screening

Developer/Owner shall construct landscaped edge mounding and privacy fencing along the southern boundary of the Dedicated Parcel, consistent with the approved buffer plan attached as Exhibit C.

- Mounding shall be a minimum of ten (10) feet in height, with layered landscaping including evergreens, deciduous trees, and understory shrubs.
- A six-foot (6') privacy fence shall be installed atop the mound, as shown in Exhibit C.
- Landscaping and buffer improvements shown on the Dedicated Parcel (e.g., Sections B and C) are illustrative only and shall be provided by the Developer/Owner of the Dedicated Parcel at the time of its future development approval.

3.5 Coordination with Agencies

The Town and Developer/Owner shall cooperate in good faith to obtain any required permits or approvals from INDOT, the Boone County Highway Department, or other applicable agencies for the Whitestown Road acceleration and deceleration lanes or related access improvements. Such coordination shall include joint submission of permit applications, correspondence, and review responses as needed to secure timely approvals.

4. TEMPORARY EASEMENTS

Developer/Owner may retain temporary easements and rights necessary to complete the above improvements after dedication. Such easements shall terminate upon completion and acceptance of the improvements by the Town.

5. REPURCHASE RIGHT

If, at any time prior to the approval of the final section of Courtyards at Heritage Trail, the Town determines it no longer wishes to retain the Dedicated Parcel, Developer/Owner shall have the exclusive right to negotiate repurchase for community expansion. Developer/Owner shall retain a perpetual first option to repurchase before any third-party sale, and the land shall remain restricted to public or civic use in perpetuity.

6. RECORDING AND ENFORCEMENT

This Agreement and any accompanying deed restrictions shall run with the land and be recorded in the Office of the Recorder of Boone County, Indiana. The terms herein shall be enforceable by either Party, their successors, or assigns. In lieu thereof, a Memorandum of Dedication Agreement and Conveyance of Land may be recorded with the Office of the Recorder of Boone County.

7. MISCELLANEOUS

- 7.1 **Force Majeure.** Performance timelines herein are subject to delays caused by weather, labor shortages, material supply constraints, governmental approvals, or other events beyond Developer/Owner's reasonable control.

7.2 **Amendment.** This Agreement may be modified only by a written instrument executed by both Parties.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Dedication Agreement as of the day and year first written above.

EC NEW VISION OF INDIANA, LLC

By: _____

Name: _____

Title: _____

Date: _____

ALL OF WHICH IS ORDAINED/RESOLVED THIS ____ DAY OF _____, 2025.

ZIONSVILLE TOWN COUNCIL

Voting For

Voting Against

Abstain

Tim McElderry

Tim McElderry

Tim McElderry

Jason Plunkett

Jason Plunkett

Jason Plunkett

Craig Melton

Craig Melton

Craig Melton

Sarah Esterline Sampson

Sarah Esterline Sampson

Sarah Esterline Sampson

Brad Burk

Brad Burk

Brad Burk

Evan Norris

Evan Norris

Evan Norris

Joseph Stein

Joseph Stein

Joseph Stein

ATTEST:

Clerk Treasurer

I hereby certify that **DEDICATION AGREEMENT FOR LAND CONVEYANCE**
was delivered to the Mayor of the Town of Zionsville on the ____ day of _____, 2025, at
_____m.

Clerk-Treasurer

I hereby APPROVE

**DEDICATION AGREEMENT FOR LAND
CONVEYANCE**

this _____ day of _____, 2025.

John Stehr, Mayor

I hereby VETO

**DEDICATION AGREEMENT FOR LAND
CONVEYANCE**

this _____ day of _____, 2025.

John Stehr, Mayor

Exhibits:

- Exhibit A – Legal Description and Depiction of Dedicated Parcel
- Exhibit B – Sport Park Concept Plan
- Exhibit C – Buffering and Edge Improvements Plan