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January 25, 2011

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Hendricks County Recorder's Office
355 South Washington Street
Danville, IN 46122

Indiana State Board of Accounts
302 West Washington Street
Room E418
Indianapolis, IN 46204

RE: Filing and Recording of Interlocal Cooperation Agreement Between the Town of Avon, Indiana and the Town of Brownsburg, Indiana, Relating to Certain Annexation Matters

Dear Sir/Madam:

Senior Counsel
SYDNEY L. STEELE
DAVID E. WRIGHT
MELISSA J. DeGROFF
HEATHER McPHERSON

Retired
WILLIAM J. REGAS

In accordance with I.C. 36-1-7-6, enclosed for recording with the Hendricks County Recorder's Office, and filing with the Indiana State Board of Accounts is the Interlocal Cooperation Agreement between the Town of Avon, Indiana, and the Town of Brownsburg, Indiana, Relating to Certain Annexation Matters. The total filing includes the Resolution that was adopted by the Brownsburg Town Council, the Resolution adopted by the Avon Town Council, and the Interlocal Cooperation Agreement itself. The total filing attached to this letter consists of 24 pages.

We appreciate your assistance in facilitating this process. If you have any questions, please do not hesitate to contact me.

Sincerely,

KROGER, GARDIS & REGAS, LLP

Tricia A. Leminger

TAL/kf
Enclosure



* 2 0 1 1 0 2 4 0 9 2 4 *

201102409

PAUL T HARDIN
HENDRICKS COUNTY RECORDER
01/25/2011 12:28:32PM

Resolution # 2011-04
Brownsburg, Indiana
January 24, 2011

STATE BOARD OF ACCOUNTS

JAN 25 2011

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A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF AVON, INDIANA, AND THE TOWN OF BROWNSBURG, INDIANA

WHEREAS, the Town of Brownsburg, Indiana, an Indiana municipality (“Brownsburg”), and the Town of Avon, Indiana, an Indiana municipality (“Avon”) are governmental units as defined by I.C. 36-1-2-23 (“Avon” and “Brownsburg” are hereinafter collectively referred to as the “Parties”); and

WHEREAS, the corporate boundaries of Brownsburg and Avon are near each other, and the close proximity of these corporate boundaries present to each of the respective Parties planning challenges for the future; and

WHEREAS, Brownsburg and Avon may be adversely impacted by voluntary and involuntary land annexations by the other entity unless the Parties can develop a plan for orderly and harmonious growth which serves the interest of the citizens of both Parties; and

WHEREAS, IC 36-1-7 *et. seq.* (the “Act”) permits interlocal agreements between governmental entities; and

WHEREAS, Brownsburg and Avon desire to enter into an interlocal agreement for the purpose of resolving the action filed by Brownsburg in Hendricks Superior Court, *Town of Brownsburg v. Town of Avon*, Cause No. 32D02-1101-PL-2 (the “Action”) and to establish the terms and conditions regarding annexation of unincorporated areas as it relates to unincorporated territory in Lincoln Township and Washington Township as more particularly described in and on the terms and conditions set forth in the proposed Interlocal Cooperation Agreement Between the Town of Avon, Indiana, and the Town of Brownsburg, Indiana, Relating to Certain Annexation Matters, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (the “Agreement”).

NOW THEREFORE, BE IT RESOLVED, that all prior Council approvals and other forms of the Agreement are hereby revoked and replaced by this Resolution and the Agreement in its form in the attached Exhibit “A”.

BE IT FURTHER RESOLVED, that Brownsburg hereby approves the execution of the Agreement in the form attached hereto with Avon and authorizes the immediate recordation of the Agreement with the Hendricks County Recorder’s Office, the filing with the Indiana State Board of Accounts and any other action necessary to effectuate the terms of the Agreement. This approval of the Agreement by Brownsburg is subject to and conditioned upon: (1) approval of the Agreement by Avon by Resolution as set forth below; (2) full execution of the Agreement by Avon; (3) adoption of the required resolution approving the Agreement and its execution by Avon (the “Avon Resolution”) no later than Monday, January 24, 2011 at 7:00 p.m.; and (4)

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STATE BOARD OF ACCOUNTS

Handwritten initials/signature

exchange of fully executed originals of this Resolution, the Avon Resolution, and the Agreement with the Avon Town Manager by noon on Tuesday, January 25, 2011 to facilitate recording by the Town of Brownsburg with the Hendricks County Recorder's Office by 9:00 a.m. on Wednesday, January, 26, 2011.

BE IT FURTHER RESOLVED, that written confirmation and receipt of a copy of the adopted, substantially identical Avon Resolution shall be deemed adequate satisfaction of the conditions of adoption.

BE IT FURTHER RESOLVED, that recording of the Agreement by Brownsburg with the Hendricks County Recorder's Office shall be evidence that the conditions for approval of the Agreement by Avon and Brownsburg have been met.

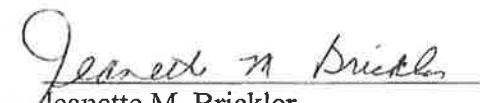
BE IT FURTHER RESOLVED, in the event the conditions set forth above are timely met, Brownsburg hereby agrees that: 1) all discovery deadlines currently pending in the Action shall be stayed; 2) the Preliminary Injunction Hearing shall be continued; and 3) the temporary restraining order (the "TRO") issued by the Court on January 18, 2011, shall continue until February 4, 2011, to give the parties an opportunity to undertake the actions required under this Resolution and the Agreement.

BE IT FURTHER RESOLVED, that the President of the Town Council of Brownsburg is hereby authorized, empowered and directed to take any and all necessary action to effectuate the terms of this Resolution, including, but not limited to executing the Agreement and coordinating with Avon the immediate recording and required filing of the Agreement as provided therein.

ADOPTED by the Town Council of the Town of Brownsburg, Indiana, this 24th day of January, 2011 by a vote of five (5) ayes and no (0) nays.


Matthew S. Bowles, President

ATTEST:


Jeanette M. Brickler
Clerk-Treasurer

Resolution # 2011- 02
Avon, Indiana
January 24, 2011

**A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE TOWN OF AVON, INDIANA, AND THE TOWN OF
BROWNSBURG, INDIANA**

WHEREAS, the Town of Brownsburg, Indiana, an Indiana municipality ("Brownsburg"), and the Town of Avon, Indiana, an Indiana municipality ("Avon") are governmental units as defined by I.C. 36-1-2-23 ("Avon" and "Brownsburg" are hereinafter collectively referred to as the "Parties"); and

WHEREAS, the corporate boundaries of Brownsburg and Avon are near each other, and the close proximity of these corporate boundaries present to each of the respective Parties planning challenges for the future; and

WHEREAS, Brownsburg and Avon may be adversely impacted by voluntary and involuntary land annexations by the other entity unless the Parties can develop a plan for orderly and harmonious growth which serves the interest of the citizens of both Parties; and

WHEREAS, IC 36-1-7 *et. seq.* (the "Act") permits interlocal agreements between governmental entities; and

WHEREAS, Brownsburg and Avon desire to enter into an interlocal agreement for the purpose of resolving the action filed by Brownsburg in Hendricks Superior Court, *Town of Brownsburg v. Town of Avon*, Cause No. 32D02-1101-PL-2 (the "Action") and to establish the terms and conditions regarding annexation of unincorporated areas as it relates to unincorporated territory in Lincoln Township and Washington Township as more particularly described in and on the terms and conditions set forth in the proposed Interlocal Cooperation Agreement Between the Town of Avon, Indiana, and the Town of Brownsburg, Indiana, Relating to Certain Annexation Matters, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" (the "Agreement").

NOW THEREFORE, BE IT RESOLVED, that all prior Council approvals and other forms of the Agreement are hereby revoked and replaced by this Resolution and the Agreement in its form in the attached Exhibit "A".

BE IT FURTHER RESOLVED, that Avon hereby approves the execution of the Agreement in the form attached hereto with Brownsburg and authorizes the immediate recordation of the Agreement with the Hendricks County Recorder's Office, the filing with the Indiana State Board of Accounts and any other action necessary to effectuate the terms of the Agreement. This approval of the Agreement by Avon is subject to and conditioned upon: (1) approval of the Agreement by Brownsburg by Resolution as set forth below; (2) full execution of the Agreement by Brownsburg; (3) adoption of the required resolution approving the Agreement and its execution by Brownsburg (the "Brownsburg Resolution") no later than Monday, January

24, 2011 at 7:00 p.m.; and (4) exchange of fully executed originals of this Resolution, the Brownsburg Resolution, and the Agreement with the Brownsburg Town Manager by noon on Tuesday, January 25, 2011 to facilitate recording by the Town of Brownsburg with the Hendricks County Recorder's Office by 9:00 a.m. on Wednesday, January, 26, 2011.


BE IT FURTHER RESOLVED, that written confirmation and receipt of a copy of the adopted, substantially identical Brownsburg Resolution shall be deemed adequate satisfaction of the conditions of adoption.

BE IT FURTHER RESOLVED, that recording of the Agreement by Brownsburg with the Hendricks County Recorder's Office shall be evidence that the conditions for approval of the Agreement by Avon and Brownsburg have been met.

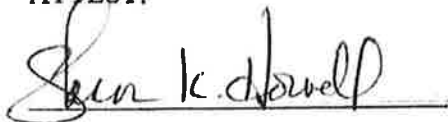
BE IT FURTHER RESOLVED, in the event the conditions set forth above are timely met, Avon hereby agrees that: 1) all discovery deadlines currently pending in the Action shall be stayed; 2) the Preliminary Injunction Hearing shall be continued; and 3) the temporary restraining order (the "TRO") issued by the Court on January 18, 2011, shall continue until February 4, 2011, to give the parties an opportunity to undertake the actions required under this Resolution and the Agreement.

BE IT FURTHER RESOLVED, that the President of the Town Council of Avon is hereby authorized, empowered and directed to take any and all necessary action to effectuate the terms of this Resolution, including, but not limited to executing the Agreement and coordinating with Brownsburg the immediate recording and required filing of the Agreement as provided therein.

ADOPTED by the Town Council of the Town of Avon, Indiana, this 24 day of JANUARY, 2011 by a vote of FOUR (4) ayes and ZERO (0) nays.


Michael C. Adams, President

ATTEST:



Clerk-Treasurer

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF AVON, INDIANA, AND THE TOWN OF
BROWNSBURG, INDIANA, RELATING TO CERTAIN ANNEXATION MATTERS**

This Interlocal Cooperation Agreement (the "Agreement") is executed by and between the Town of Brownsburg, Indiana, an Indiana municipality ("Brownsburg"), and the Town of Avon, Indiana, an Indiana municipality ("Avon") ("Avon" and "Brownsburg" are hereinafter collectively referred to as the "Parties").

WHEREAS, Brownsburg and Avon are both towns with the authority to annex additional areas into their respective town boundaries in accordance with I.C. §§ 36-4-3 et seq.;

WHEREAS, the corporate boundaries of Brownsburg and Avon are near each other, and the close proximity of these corporate boundaries present to each of the respective Parties planning challenges for the future;

WHEREAS, in mid-2009, Brownsburg began taking steps with both Brown and Lincoln Townships to begin the process under the Indiana Government Modernization Act (Ind. Code §§ 36-1.5-1-1 et seq.) (the "Act") to reorganize and consolidate all three political subdivisions into the Town of Brownsburg;

WHEREAS, the Act gives "full and complete authority for the...[r]eorganization of political subdivisions" and "shall be liberally construed to effect [its] purposes." I.C. §§ 36-1.5-1-2 and -5;

WHEREAS, by August 12, 2010, Brown Township, Lincoln Township, and Brownsburg had all adopted substantially similar resolutions to effectively commence the reorganization and consolidation process for all territory within Brownsburg and all territory within the unincorporated areas of Brown and Lincoln Townships;

WHEREAS, on October 14, 2010, Avon introduced Ordinance Nos. 2010-14 (relating to the Magee Parcel, as more particularly described therein (the "Magee Parcel")) and 2010-13 (relating to the Farmland Reserve Parcel, as more particularly described therein (the "Farmland Reserve Parcel")) proposing to annex certain territory within Lincoln Township that was already subject to Brownsburg's reorganization process;

WHEREAS, Avon later introduced Ordinance No. 2010-26 (relating to the Magee Parcel) on or about November 18, 2010;

WHEREAS, on January 18, 2011, Brownsburg filed an action in Hendricks Superior Court, *Town of Brownsburg v. Town of Avon*, Cause No. 32D02-1101-PL-2 (the "Action") seeking injunctive and declaratory relief, and obtained a temporary restraining order ("TRO") enjoining Avon from, inter alia, any further acts to proceed with the adoption or enforcement of the above annexation ordinances or any other action relating to annexation of any other unincorporated area within Lincoln Township;

WHEREAS, Brownsburg and Avon may be adversely impacted by voluntary and involuntary land annexations by the other entity unless the Parties can develop a plan for orderly and harmonious growth which serves the interest of the citizens of both Parties;

WHEREAS, it is the desire of each of the Parties to resolve the Action and to set forth the current intent with regard to possible annexations in certain unincorporated areas on the terms and conditions set forth herein in an effort to promote orderly long-term growth, economic development, and infrastructure development; and

WHEREAS, the Town Council of Brownsburg and the Town Council of Avon have each adopted reciprocal resolutions approving this Agreement authorizing their Town

Council Presidents to execute this Agreement and bind each of the respective Parties on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, Brownsburg and Avon agree as follows:

1. **AUTHORITY**. In addition to their general contracting authority as governmental units, the Parties enter into this Agreement in accordance with the provisions of I.C. §§ 36-1-7 et seq., which provide that a power that may be exercised by an Indiana political subdivision and one or more other governmental entities may be exercised by one or more entities on behalf of others or jointly by the entities by entering into an Interlocal Cooperation Agreement. Avon and Brownsburg desire to enter into such Agreement.

2. **PURPOSE**. The purpose of this Agreement is to resolve the Action and to establish the terms and conditions regarding annexation of unincorporated territory as it relates to territory north and south of the line known as the Township Line between Washington Township of Hendricks County, Indiana ("Washington Township") and Lincoln Township of Hendricks County, Indiana ("Lincoln Township") as reflected by the Hendrick's County Auditors Records as of the date of this Agreement and as generally described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Township Line"). The territory located north of the Township Line is Lincoln Township and the territory located south of the Township Line is Washington Township. The Parties' desire to establish in this Agreement the terms and conditions by which Avon will refrain from annexing territory located within Lincoln Township and Brownsburg will refrain from annexing territory located within Washington Township as may otherwise be permitted under all applicable laws;

3. **OBLIGATIONS.**

a. **Currently Pending Annexations by Avon.** Except for the "Lincoln Township Portion of the PF-III LP Property" as specifically defined and set forth in Paragraph 3d(iv) below, the Town of Avon shall immediately dismiss and refrain from taking any further acts or actions of any nature to adopt, proceed with, pursue, or enforce Avon Ordinance Nos. 2010-13, 2010-14, and 2010-26 or to annex the Magee Parcel and/or Farmland Reserve Parcel, or any other unincorporated territory located within Lincoln Township of Hendricks County. Avon shall, no later than Thursday, January 27, 2011, immediately dismiss, suspend, and remove from its consideration, all public consideration and meeting agendas any and all annexations or annexation proposals for any territory located within Lincoln Township, including the Magee and Farmland Reserve Parcels. Avon shall confirm in writing by close of business Friday, January 28, 2011 that it has taken the actions set forth above. Within seven (7) calendar days after Avon provides written evidence to the satisfaction of Brownsburg, in its sole discretion, that Avon has complied with the terms of this subparagraph, Brownsburg shall dismiss the Action without prejudice. Avon expressly agrees that the TRO shall not expire but shall continue to remain in full force and effect until Brownsburg dismisses the Action as set forth above. The parties hereby agree that Avon can proceed with the

annexation of the Lincoln Township Portion of the PF-III LP Property as specifically defined in Paragraph 3d(iv) below.

b. **Other Annexations by Avon.** The Town of Avon shall not at any time commence, initiate, solicit, or pursue any annexation of or consolidation with any unincorporated territory located within Lincoln Township, without the prior written consent of the Brownsburg Town Council. Any such written consent by Brownsburg must be evidenced by a Resolution adopted by the Brownsburg Town Council, except as otherwise provided by Paragraph 3d below.

c. **Annexations by Brownsburg.** The Town of Brownsburg shall not at any time commence, initiate, solicit, or pursue any annexation of or consolidation with any unincorporated territory located within Washington Township, without the prior written consent of the Avon Town Council. Any such written consent by Avon must be evidenced by a Resolution adopted by the Avon Town Council, except as otherwise provided in Paragraph 3d below.

d. **Voluntary Annexation Petitions Initiated by Property Owners.** The Parties acknowledge and recognize that I.C. §§ 36-4-3 et seq. permits owners of property outside of but contiguous to a municipality to request that their property be annexed into the municipality by filing a petition for annexation (the "Property Owner Request") with the municipality.

(i.) **Avon's Obligations.** The Town of Avon shall not directly or indirectly, by or through any means, including, but not limited to, through its elected or appointed officials, employees, agents and/or any other third

parties, undertake any actions to encourage, promote or solicit in any way, or in any other way, including but not limited to tax abatements, economic incentives, rezoning of property or development agreements of any kind, to induce the filing of a Property Owner Request or any other request to annex ("Other Request"), consent to annexation ("Consent"), or waiver of remonstrance ("Waiver") ("Property Owner Request", "Other Request", "Consent" and "Waiver" are hereinafter collectively referred to as "Petition") from any person for territory located within Lincoln Township. In the event that such a Petition is received by Avon relating to any territory located within Lincoln Township, Avon shall notify Brownsburg in writing within two (2) business days after such Petition is received and shall either take no action with respect to such Petition or deny such Petition, as appropriate, unless otherwise ordered by a court of competent jurisdiction. Avon shall also notify Brownsburg in writing within one (1) business day after it receives notice of any judicial or other proceeding relating to a Petition to annex into Avon any territory located within Lincoln Township. Avon shall not take any action, either directly or indirectly, to promote and/or in any other way advocate a position that is inconsistent with and/or in contravention with this Agreement in any judicial or other proceeding relating to a Petition to annex into Avon any unincorporated territory located within Lincoln Township.

(ii) **Brownsburg's Obligations.** The Town of Brownsburg shall not directly or indirectly, by or through any means, including, but not limited to, through its elected or appointed officials, employees, agents and/or any

other third parties undertake any actions to encourage, promote or solicit in any way, or in any other way, including but not limited to tax abatements, economic incentives, rezoning of property or development agreements of any kind, to induce the filing of a Petition from any person for territory located within Washington Township. In the event that such a Petition is received by Brownsburg relating to any territory located within Washington Township, Brownsburg shall notify Avon in writing within two (2) business days after such Petition is received and shall either take no action with respect to such Petition or deny such Petition, as appropriate, unless otherwise ordered by a court of competent jurisdiction. Brownsburg shall also notify Avon in writing within one (1) business day after it receives notice of any judicial or other proceeding relating to a Petition to annex into Brownsburg any territory located within Washington Township. Brownsburg shall not take any action, either directly or indirectly, to promote and/or in any other way advocate a position that is inconsistent with and/or in contravention with this Agreement in any judicial or other proceeding relating to a Petition to annex into Brownsburg any unincorporated territory located within Washington Township.

(iii) Avon's Consent for Brownsburg's Annexation of the Washington Township Portion of the Heritage Hills Development. Notwithstanding any other paragraph in this Agreement, the Parties recognize and acknowledge that Brownsburg has received and/or anticipates receiving a voluntary annexation petition to annex the Heritage Hills development project,

including a portion that is located in Washington Township, as more particularly described in the map attached hereto as Exhibit "B" (the "Washington Township Portion of the Heritage Hills Development"). By executing this Agreement, Avon hereby consents to Brownsburg's annexation of the Washington Township Portion of the Heritage Hills Development and the parties agree that such consent satisfies the consent requirements of Paragraph 3c above.

(iv) **Brownsburg's Consent for Avon's Annexation of the Lincoln Township Portion of the PF-III LP Property.** Notwithstanding any other paragraph in this Agreement, the parties recognize and acknowledge that Avon has received and/or anticipates receiving a voluntary annexation petition to annex the PF-III LP Property, including a portion that is located in Lincoln Township, as more particularly described in the map attached hereto as Exhibit "C" (the "Lincoln Township Portion of the PF-III LP Property"). By executing this Agreement, Brownsburg hereby consents to Avon's annexation of the Lincoln Township Portion of the PF-III LP Property and the parties agree that such consent satisfies the consent requirements of Paragraph 3b above.

4. **REMEDIES.** If a party breaches the obligations imposed by Paragraph 3 of this Agreement, the other party shall have the right to seek immediate and emergency temporary injunctive relief, without notice, in a court of competent jurisdiction in Hendrioks

County, Indiana. The rights under this paragraph are in addition to any and all other rights at law or equity.

5. **ESTABLISHMENT OF JOINT BOARD.** As required by I.C. § 36-1-7-3(a)(5), the Parties hereby establish a joint board (the "Joint Board") which shall consist of the Town Manager of Brownsburg, the Brownsburg Town Council President, the Town Manager of Avon and the Avon Town Council President. The sole purpose of the Joint Board shall be to administer the terms of this Agreement pursuant to I.C. § 36-1-7-3(a)(5)(B). The Parties do not anticipate a need for any real or personal property to be used in this joint undertaking, as contemplated by I.C. § 36-1-7-3(a)(6), but in the event such a need arises, the Joint Board shall determine by a simple majority vote the manner of acquiring, holding, and disposing of such real or personal property. Similarly, the Parties do not anticipate that the joint undertaking will require the use of any monies, but in the event that such a need arises, the duties for receiving, disbursing, and accounting for such monies is hereby delegated to the Brownsburg Clerk-Treasurer.

6. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding between and among the parties hereto. The signing of this Agreement by both parties constitutes their mutual recognition that no other contracts or agreements, oral or written exist between them and that if such oral or written contracts do exist they shall be considered void. Each party hereby represents to the other that it will not rely upon any agreement, contract, or understanding not otherwise contained within this Agreement and executed or reduced to writing and incorporated by written amendments to this Agreement with the full knowledge and approval of both parties.

7. **APPROVAL AND EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be approved by a Resolution adopted by the Brownsburg Town Council and a Resolution adopted by the Avon Town Council. After approval of and execution by the appropriate officers of each party, this Agreement shall be recorded with the Hendricks County Recorder, and the first date of recordation shall be the effective date of this Agreement. Within sixty (60) days of the effective date, this Agreement shall be recorded with the Indiana State Board of Accountants for audit purposes pursuant to I.C. § 36-1-7-6.

8. **TERMINATION.** This Agreement may be terminated only by mutual agreement, as evidenced by Resolutions adopted by the Parties' respective Town Councils.

9. **AMENDMENT.** This Agreement may be amended, modified, renewed or supplemented only by a written instrument signed by each of the parties hereto and adopted by Resolution of the Parties' respective Town Councils, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

10. **APPLICABLE LAWS.** This Agreement shall be governed by the laws of the State of Indiana.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

12. **DURATION.** This Agreement shall continue as the binding Agreement of the parties hereto until modified or terminated in accordance with the terms and provisions set forth herein.

13. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

14. **NOTICES.** Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and may be given by certified mail or by overnight mail by a nationally recognized carrier. A mailed notice shall be effective on the date of receipt or refusal of receipt. Overnight delivery or Federal Express shall be effective on the earlier of (i) the date of receipt, or (ii) one business day after the date notice was sent. Such notices shall be given to the parties hereto at the following addresses:

FOR TOWN OF BROWSBURG:

Town of Brownsburg
Attention: Town Manager's Office
61 N. Green Street
Brownsburg, IN 46112
Telecopy: (317) 852-1123

FOR TOWN OF AVON:

Town of Avon
Attention: Town Manager's Office
6570 East US Hwy 36
Avon, IN 46123
Telecopy: (317) 272-0949

WITH A COPY TO:

Tricia A. Leminger, Esq.
Kroger Gardis & Regas, LLP
111 Monument Circle, Suite 900
Indianapolis, Indiana 46204-5125
Telecopy (317) 264-6832

WITH A COPY TO:

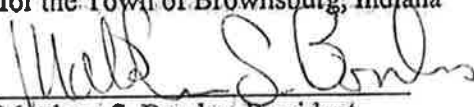
Daniel L. Taylor, Esq.
Kirtley Taylor Sims Chadd & Minnette, P.C.
105 N. Washington Street
Crawfordsville, IN 47933

15. **ATTORNEYS FEES.** In the event any litigation should be commenced as between the Parties to this Agreement concerning the Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such relief as may be granted, to recover its litigation costs and expenses, including its reasonable attorneys fees, arising from such litigation. Said fees, costs, and

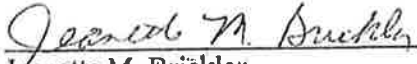
expenses compensable hereunder shall be determined by the court having jurisdiction of such litigation or by a separate action brought for such purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts and their respective entity's name by the duly authorized signatories below

Adopted and approved by the Town Council for the Town of Brownsburg, Indiana
this 14 day of June, 2011.


Matthew S. Bowles, President

ATTEST:


Jeanette M. Brickler
Clerk-Treasurer

Adopted and approved by the Town Council for the Town of Avon, Indiana this 24
day of JANUARY, 2011.

Michael C. Rogers
Avon Town Council President

ATTEST:

Frank Howell
Avon Clerk-Treasurer

This document prepared by: Tricia A. Leminger, Esq., Kroger Gardis & Regas, LLP, 111 Monument Circle,
Suite 900, Indianapolis, Indiana 46204-5125 (317) 692-9000.

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.

EXHIBIT "A"

Map Depicting the Township Line and Washington Township and Lincoln Township

Exhibit "A" Lincoln / Washington Township Line

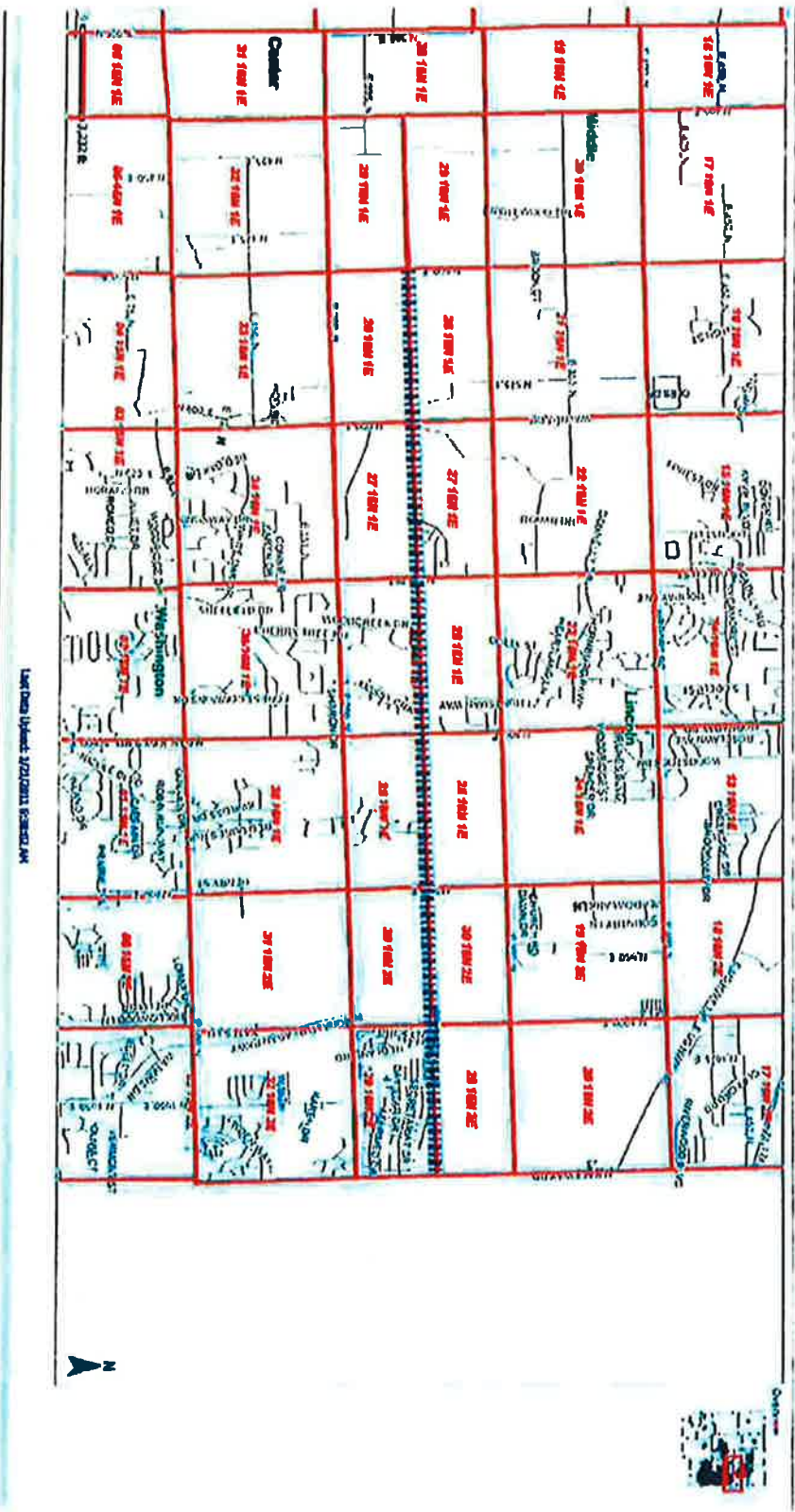


EXHIBIT "B"

Map of Heritage Hills Development

Exhibit "B" Washington Township Portion of the Heritage Hills



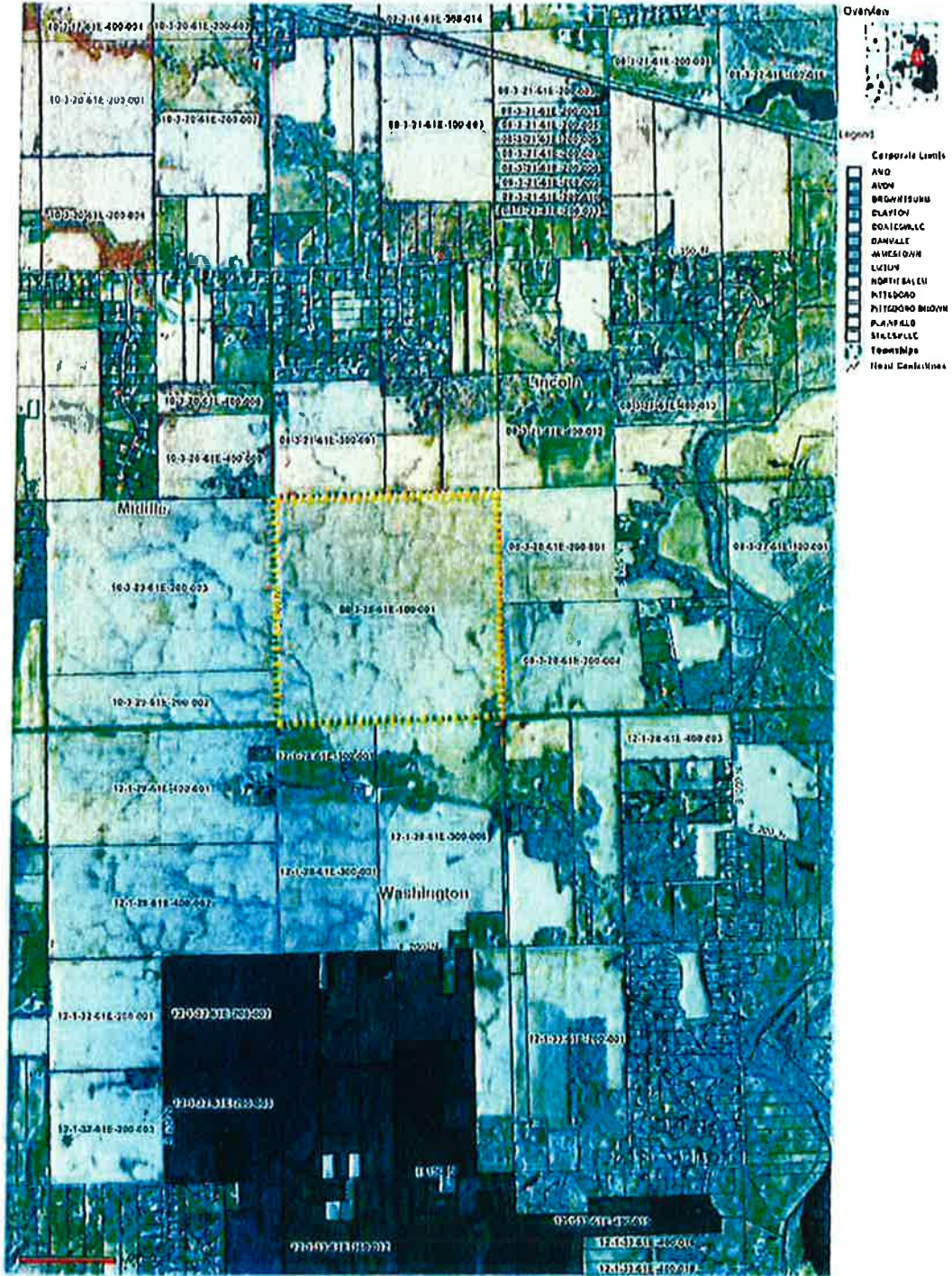
Last Data Update: 12/12/2011 8:30:02 AM

EXHIBIT "C"

Map of the Lincoln Township Portion of the PF-III Property

Exhibit "C" Lincoln Township Portion of the PF-III LP Property

Date Created: 1/24/2011
 Map Scale: 1 in = 1,091 ft



Last Data Upload: 1/22/2011 5:29:10 AM