

## **NOTICE OF REGULAR MEETING**

**NOTICE IS HEREBY GIVEN** that the  
**RIVER RIDGE DEVELOPMENT AUTHORITY**  
will hold a Regular Meeting that is open to the  
public on

**Monday, September 15, 2025**  
**at 2:00 p.m.**

in the River Ridge Development Authority Board  
Room, 300 Corporate Drive, Suite 305,  
Jeffersonville, Indiana.

The purpose of the meeting is to conduct any  
and all business that may come before the  
Board.

**RIVER RIDGE DEVELOPMENT AUTHORITY**

River Ridge Development Authority  
Regular Board Meeting  
300 Corporate Drive, 3<sup>rd</sup> Floor, Suite #300, Jeffersonville, IN  
September 15, 2025  
2:00 P.M.

**BOARD MEMBERS**

<b>Name/Position</b>	<b>Appointed by</b>	<b>Term</b>
Dr. Treva Hodges, President	City of Charlestown	1/1/24 - 12/31/26
Mr. M. Edward Meyer, Vice President	Town of Utica	1/1/23 - 12/31/25
Mr. Brian Lenfert, Secretary/Treasurer	Clark County	1/1/23 - 12/31/25
Mr. Eric Ballenger, Member	City of Jeffersonville	1/1/25 - 12/31/27
Dr. Tony Bennett, Member	Ports of Indiana	1/1/25 - 12/31/27

- |     |   |                    |
|-----|---|--------------------|
| 1.  | Call to Order   | Dr. Hodges         |
| 2.  | Roll Call   | Dr. Hodges         |
| 3.  | Meeting Notice Confirmation   | Mr. Hildenbrand    |
| 4.  | Minutes – August 19, 2025   | Dr. Hodges         |
| 5.  | Chairperson of the Board Comments   | Dr. Hodges         |
| 6.  | Staff Reports   |                    |
|     | a. Executive Director   | Mr. Hildenbrand    |
|     | b. Senior Director Planning & Operations  | Mr. Vittitow       |
|     | c. Director Construction & GIS  | Mr. Caruso         |
|     | d. Engineer Project Manager   | Mr. Lauer          |
|     | e. Chief Director Corporate Strategy & External Affairs   | Ms. Chesser        |
|     | f. Senior Director Business Dev & Real Estate   | Mr. Staten         |
| 7.  | 2025 City of Jeffersonville Services Agreement<br>Resolution 48-2025 (Mr. Fifer)  | <hr/> Board Member |
| 8.  | 2025 Concrete Repairs Construction Contract<br>Resolution 49-2025 (Mr. Lauer)   | <hr/> Board Member |
| 9.  | Duke Energy Lighting Service Agreement<br>Resolution 50-2025 (Mr. Vittitow)   | <hr/> Board Member |
| 10. | Declaration of Covenants, Conditions and Restrictions<br>Second Amended and Restated<br>Resolution 51-2025 (Mr. Vittitow) | <hr/> Board Member |

11. Exemptions from Development Standards – Tract 20A  
Resolution 52-2025 (Mr. Vittitow)

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Board Member

12. Controller's Report

Ms. Durrett

13. Attorney's Comments

Mr. Fifer

14. Other Comments (limit 2 minutes each)

15. Adjournment

**River Ridge Development Authority  
Regular Board Meeting Minutes  
August 18, 2025**

Call to Order: A regular meeting of the River Ridge Development Authority (RRDA) was called to order at 2:13pm on Monday, August 18, 2025, in the office of River Ridge Development Authority, 300 Corporate Drive, Jeffersonville, Indiana. The meeting was called to order following a properly noticed and convened executive session meeting of the Board.

Roll Call: Present were all Board members: Treva Hodges, Ed Meyer, Brian Lenfert, Eric Ballenger, and Tony Bennett.

RRDA staff members present: Marc Hildenbrand, Executive Director; Greg Fifer, General Counsel; Tom Vittitow, Projects and Planning; Eric Lauer, Engineering; Michael Caruso, Construction and GIS; Abi Prewitt, Digital Marketing; Billieann Durrett and Jill Oca; Finance; Wendy Dant Chesser, Corporate Strategy and External Affairs; Josh Staten, Business Development and Real Estate; Jeremy Nicheols, Maintenance and Water Operations; and Renee' Tarpley Wyman, Administration and Special Projects.

Members of the public who attended were as follows: Dale Hall, American Structurepoint; Seth Winslow, Strand; Bobby Campbell, Prime AE; Delana Roederer, Ivy Tech; Bob Stein, United Consulting; John Kraft, MAC; Andre Heal, Charlestown Fire; Olivia Estright, Louisville Business First; Keith Miller, CertxPro Painters; Shane Spicer, Clark Dietz; and Lee Hasken, RLH Real Estate.

Meeting Notice Confirmation: Mr. Hildenbrand confirmed that the meeting notice for the August 18, 2025, regular Board meeting was properly posted.

Approval of Minutes: Dr. Hodges then presented the Regular Board Meeting minutes from July 21, 2025 for approval. Mr. Meyer offered a motion to approve, Mr. Lenfert seconded, and the motion was approved by a vote of 5-0.

President's Comments: Dr. Hodges, having no comments, progressed the meeting on to staff report presentations.

Staff Reports: Verbal reports were briefly given by Mr. Hildenbrand, Mr. Vittitow, Mr. Caruso, Mr. Lauer, Ms. Chesser and Mr. Staten. The written staff reports were received into the record of the meeting. Mr. Hildenbrand premiered the new 3-minute marketing video which will be used during site visits, presentations, etc. During Mr. Vittitow's report, he mentioned the renaming of two RRCC located businesses; PharmaCord (now Valeris), and Ceva Logistics (now Tellworks Logistics). Mr. Lenfert asked if traffic light information could be added to the RRCC site map, to which Mr. Hildenbrand responded that a study is being done and more information will follow, but staff could certainly add that data. During Mr. Caruso's report, Dr. Hodges asked how often the aerial map is updated, and the answer was annually.

Standard Operating Procedure for RRDA Investments: Ms. Chesser presented the revised Standard Operating Procedure for RRDA Investments for Board approval. The original document was presented on July 21, 2025 with revisions requested. Mr. Ballenger offered a motion to approve the revised document, Mr. Lenfert seconded, and the SOP was approved unanimously, 5-0.

Resolutions were then presented for Board approval.

**River Ridge Development Authority  
Regular Board Meeting Minutes  
August 18, 2025**

Resolution No. 43-2025, a resolution approving the award of the 2025 pavement repairs contract was presented by Eric Lauer. With roadways within the commerce center requiring periodic repairs, four (4) contractors submitted bids to perform the work. Staff recommends that the work be awarded to E&B Paving, LLC, as the most responsible, responsive, and cost-effective bid in the amount of \$755,900. Funding source will be operations funds, with partial reimbursement from the property owner's association. Mr. Lenfert offered a motion to approve, Dr. Hodges seconded, and Resolution No. 43-2025 was passed unanimously, 5-0.

Resolution No. 44-2025, a resolution approving the award of the SR 62 intersection improvements construction contract was then presented by Mr. Lauer. Various intersections within the River Ridge Commerce Center have been identified as being in need of repair. Two (2) contractors submitted bids for the work, and staff recommends that the work be awarded to MAC Construction as the most responsible, responsive, and cost-effective bid in the amount of \$434,705.56. This work will be paid for by using 2024 BANs. Mr. Lenfert offered a motion to approve, Dr. Bennett seconded, and Resolution No. 44-2025 was passed by a vote of 5-0.

Resolution No. 45-2025, a resolution approving the Tract 16G sanitary sewer relocation consultant contract was presented by Mr. Lauer. RRDA has contracted to sell Tract 16G, which will require that the existing sanitary sewer infrastructure on that site be relocated. RRDA requested a proposal from Clark Dietz, Inc., to complete consultant services, to which they provided a proposal in the amount of \$38,305. Funding source to be used is 2024 BANs. Mr. Meyer offered a motion to approve, Mr. Ballenger seconded, and Resolution No. 45-2025 was passed by a vote of 5-0.

Resolution No. 46-2025, a resolution approving the award of the Gateway sanitary sewer Phase 3 construction contract presented by Mr. Lauer. RRDA has contracted to sell Tract 19C, an 86-six-acre tract in the Jeffersonville section of the commerce center, and RRDA is contractually obligated to construct sanitary sewer infrastructure to service that site. HWC Engineering was contracted to develop plans, with bids being submitted by seven (7) contractors to perform the work. Staff recommends that the work be awarded to AllTerrain Paving and Construction as the most responsible, responsive, and cost-effective bid in the amount of in the amount of \$1,573,285. This work will be paid for by utilizing 2024 BANs funds. Dr. Bennett offered a motion to approve, Mr. Lenfert seconded, and Resolution No. 46-2025 was passed by a vote of 5-0.

Resolution No. 47-2025, a resolution approving the RRCC water system resiliency project – Division A Change Order #4 was then presented by Mr. Caruso. The original contract was awarded to Infrastructure Systems, Inc., it has been determined that additional quantities of materials were needed to perform the work. HWC Engineering and the RRDA staff recommend approval Change Order #4 in the amount of \$93,430.04 to compensate the contractor for providing such additional materials, with the funding source being Operating funds. Mr. Ballenger offered a motion to approve, Mr. Meyer seconded, and Resolution No. 47-2025 was passed unanimously by a vote of 5-0.

Controller's Report: Ms. Durrett presented claims for payment in the amount of \$2,366,846.25, which will be paid using 2024 BAN funds in the amount of \$1,509,153.65, Operating funds in the amount of \$650,591.30, and the remaining \$207,101.30 from TIF restricted funds. Mr. Lenfert offered a motion to approve payment of the claims, Mr. Meyer seconded, and the check register was approved by a vote of 5-0. Mr. Lenfert inquired as to why the company credit card provider was changed. The answer was that the initial account had RRDA's previous Executive Director, Mr. Acy, as the sole signatory to the account and it was necessary to rectify that situation effective prior to his retirement.

**River Ridge Development Authority  
Regular Board Meeting Minutes  
August 18, 2025**

General Counsel's Report: Mr. Fifer had no public report. However, he did have three items for Board consideration and information. Mr. Fifer requested that the Board authorize a BOT for potential office renovations, but with no funds being expended until the project specifications and a guaranteed maximum price are presented to the Board for approval. Moving forward requires appointment of a committee to further explore and negotiate these items. It was suggested that the committee members be Mr. Hildenbrand, Mr. Caruso, and RRDA Board Secretary/Treasurer, Mr. Lenfert. Dr. Hodges offer a motion and Mr. Meyer seconded. This item as passed, 5-0.

Mr. Fifer then requested the Board consider terminating the current police services agreement with the City of Jeffersonville (pursuant to which the amount of \$332,191.72 has been paid for 2025) and adding the additional amount of \$1.7 million in order to include fire protection and sanitary sewer utility services for 2025 under a new agreement. A draft will be presented for consideration and approval at the September Board meeting. Mr. Ballenger made motion to approve, and Dr. Bennett seconded, it was passed unanimously, 5-0.

He then offered the following for informational purposes, Hollenbach-Oakley's Gateway Office Park signs have recently been removed based on RRDA's termination of the Master Development Agreement effective June 19, 2025. Written notice of default was provided to Hollenbach-Oakley on May 12, 2025, but Hollenbach-Oakley failed to remedy the default within the contractual cure period. The office park property will now be marketed by River Ridge staff, namely Josh Staten, Senior Director – Business Development and Real Estate.

Adjournment: The floor was opened for questions or comments from the Board, RRDA staff, and the public. There being no comments or questions, Mr. Lenfert offered a motion to adjourn, Dr. Hodges seconded, and the Board approved the motion to adjourn the meeting by a vote of 5-0 at 2:54 pm.

Respectfully submitted:

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Brian Lenfert, Secretary/Treasurer

**RESOLUTION NO. 48-2025**

**A RESOLUTION APPROVING A 2025 CITY SERVICES  
AGREEMENT WITH THE CITY OF JEFFERSONVILLE, INDIANA**

**WHEREAS**, the River Ridge Development Authority (“RRDA”), is an Indiana military base reuse authority established under Ind. Code § 36-7-30, et seq.; and,

**WHEREAS**, Ind. Code § 36-7-30-9(a)(23) establishes that amongst the powers of the RRDA is the authority to enter into contracts for police, fire protection, and utility services within the reuse area; and,

**WHEREAS**, the City of Jeffersonville, Indiana (“Jeffersonville”), presently provides police, fire protection, and wastewater utility services within that portion of the River Ridge Commerce Center that lies within its corporate boundaries; and,

**WHEREAS**, the RRDA and Jeffersonville are parties to a Police Services Agreement with an effective date of April 1, 2025 (the “Initial Agreement”), that the parties now find and conclude should be terminated and replaced with a new agreement for police, fire protection, and wastewater utility services agreement (the “2025 City Services Agreement”), a true and correct copy of which is attached hereto as Exhibit A; and,

**WHEREAS**, this Resolution is adopted for the purposes of authorizing (i) the termination of the Initial Agreement, and (ii) execution of the 2025 City Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY as follows:**

**1. Termination of the Initial Agreement.** The Initial Agreement shall be fully and completely terminated effective upon adoption of this Resolution.

**2. Approval of 2025 City Services Agreement.** The Executive Director of the RRDA is hereby authorized to execute the 2025 City Services Agreement attached hereto as Exhibit A, subject to approval of the agreement by the Jeffersonville City Council by a substantially similar resolution also signed by the Mayor.

**3. Conditional Approval to Fund the 2025 City Services Agreement.** Upon receipt of the fully executed resolution approving the 2025 City Services Agreement attached hereto as Exhibit A, the RRDA Director of Finance is further hereby authorized to issue a check to Jeffersonville in the amount of **One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00)** drawn on RRDA tax increment finance (TIF) funds pursuant to the terms of such agreement.

**SO RESOLVED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS  
TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE  
RIVER RIDGE DEVELOPMENT AUTHORITY HELD THIS 15<sup>TH</sup> DAY OF  
SEPTEMBER, 2025.**

**Approved:** \_\_\_\_\_ Dr. Treva Hodges, President

**Attested:** \_\_\_\_\_ Brian Lenfert, Secretary-Treasurer



## **EXHIBIT**

### **2025 CITY SERVICES AGREEMENT**

**THIS 2025 CITY SERVICES AGREEMENT** (hereinafter referred to as this “Agreement”) is made and entered into with an effective date as of the date of the last signatory shown hereinbelow (the “Effective Date”), by and between the **RIVER RIDGE DEVELOPMENT AUTHORITY**, an Indiana military base reuse authority established pursuant to the provisions of Ind. Code § 36-7-30, *et seq.* (the “RRDA”), and the **CITY OF JEFFERSONVILLE, INDIANA**, an Indiana municipal government unit established pursuant to Ind. Code § 36-4-1, *et seq.* (the “City”); each individually a “Party” or collectively the “Parties.”

#### *RECITALS:*

**WHEREAS**, the RRDA was established as a reuse authority pursuant to Ind. Code § 36-7-30, *et seq.*, for the purpose of undertaking the planning, replanning, rehabilitation, development, redevelopment, and other preparation for reuse of certain former federal military base property that was formerly known as the Indiana Army Ammunition Plant, and which is now known as the River Ridge Commerce Center (the “RRCC”), as a reuse area (“Reuse Area”); and,

**WHEREAS**, the City is an Indiana municipal government unit established pursuant to Ind. Code § 36-4-1, *et seq.*, to provide services to the residents of the City, including, but not limited to, police, fire protection, and wastewater utility services; and,

**WHEREAS**, by adoption of Ordinance No. 2000-OR-46, the City annexed the Utica Township section of RRCC (“RRCC/Jeff”) into the corporate boundaries of the City; and,

**WHEREAS**, pursuant to the provisions of Ind. Code § 36-4-3-13(d)(4), the City is obligated to provide, and in fact does provide, police, fire protection, and wastewater utility services (“City Services”) within RRCC/Jeff in a manner equivalent in standard and scope to those same noncapital services provided to areas within the corporate boundaries of the City regardless of similar topography, patterns of land use, and population density; and,

**WHEREAS**, pursuant to Ind. Code § 36-7-30-9(a)(23), the RRDA has the power to enter into contracts for the provision of police, fire protection, and utility services to be provided within RRCC/Jeff (“City Services”); and,

**WHEREAS**, the Parties executed a Police Services Agreement with an effective date of April 1, 2025 (the “Initial Agreement”), the terms of which are incorporated herein by reference, and pursuant to which RRDA has paid the City the sum of \$332,191.72 in full satisfaction of its payment obligations for calendar year 2025; and,

**WHEREAS**, the Parties hereby acknowledge that since the establishment of the RRDA, the City has been providing City Services within RRCC/Jeff for the benefit of the RRDA; and,

**WHEREAS**, the Parties further hereby acknowledge that the City's costs incurred to provide City Services within RRCC/Jeff have increased with the commercial and industrial development within RRCC/Jeff; and,

**WHEREAS**, the RRDA is authorized to use tax increment finance ("TIF") proceeds allocated to the Reuse Area to pay for City Services to be provided pursuant to the terms of this Agreement; and,

**WHEREAS**, the Parties now desire to terminate and replace the Initial Agreement with this Agreement to provide for additional compensation for the additional fire protection and wastewater utility services for calendar year 2025 in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **Recitals.** The recitals set forth hereinabove are hereby incorporated into this Agreement as if fully set forth herein.

2. **Termination of the Initial Agreement.** The Initial Agreement is hereby terminated in its entirety and neither of the Parties shall have any further obligations under the terms of the Initial Agreement. The City is entitled to retain all compensation paid by RRDA under the Initial Agreement, and RRDA waives any claim for rebate of surplus or residual funds under Section 6 of the Initial Agreement.

3. **Term.** The term of this Agreement shall commence as of the Effective Date and expire on December 31, 2025 (the "Term"). The Parties shall engage in good faith negotiations for a City Services agreement for subsequent year(s).

4. **Compensation.** In consideration for the provision of City Services during the Term of this Agreement, RRDA shall pay the City the additional amount of **One Million Seven Hundred Thousand Dollars and No/100 (\$1,700,000.00)** within thirty (30) days following full and final execution of this Agreement. The City shall be entitled to expend funds received under this Agreement for any legal purpose within the exercise of its sole discretion, and the City shall have no duty or obligation to provide any accounting of such expenditures to the RRDA.

5. **Traffic Regulation; Minimum Standards for Enforcement.** The City acknowledges that all of the roadways within RRCC/Jeff are owned and maintained by RRDA within easements reserved or established for such purposes. RRDA shall recommend to the Common Council of the City (the "City Council") the establishment of speed limits or other appropriate traffic regulations authorized by Indiana law, including without limitation, Ind. Code § 9-20, *et seq.*, Ind. Code § 9-21, *et seq.*, Ind. Code § 9-21-1-2, and Ind. Code § 9-21-1-3, for each such roadway now located or subsequently constructed within the RRCC/Jeff, which recommendation shall be based on the analysis and opinion of a registered professional engineer retained by RRDA (at RRDA's sole cost and expense) as to the design and/or condition of each

such roadway. The City Council shall take official action upon consideration of any ordinance(s) tendered by RRDA with respect to each such recommendation regarding traffic regulation(s), including without limitation, speed limit(s) made by RRDA's professional engineering consultant within thirty (30) days following receipt. In the event that the City establishes an ordinance violations bureau, the City shall be entitled to keep and retain all funds collected for traffic ordinance violations committed within RRCC/Jeff to the extent permitted by law and without compensation to RRDA or reduction of any payments pursuant to this Agreement.

6. **No PILOT.** The City covenants and agrees that it shall not enact any payment-in-lieu of taxes ("PILOT") pursuant to the provisions of Ind. Code § 36-7-30-31 or any other statute during the Term of this Agreement.

7. **Indemnification and Insurance.** The City covenants and agrees at its expense to pay and to indemnify and save RRDA and each of its respective officers, directors, employees, attorneys, and agents (collectively, "Indemnitees" and each an "Indemnitee") harmless of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and costs), and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly or indirectly from the City, including without limitation, the Jeffersonville Police Department, the Jeffersonville Fire Department, and the Jeffersonville Municipal Wastewater Utility, including any of the their employees, agents, contractors, attorneys, or affiliates (collectively, the "Indemnitors" and each an "Indemnitor") from the Indemnitors' acts or omissions relating to (a) this Agreement, (b) the City Services provided pursuant to this Agreement, and (c) the operations of the City. If any action or proceeding is brought against one or more Indemnitees, (x) each Indemnitee may, in its sole discretion, select its own counsel, (y) the Indemnitee(s) seeking indemnification shall give written notice of such action or proceeding to the City, and (z) the City shall reimburse such Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees and court costs, incurred by such Indemnitee(s) in connection with the defense of such actions or proceedings. Further, the City shall name the River RRDA as an additional insured under all relevant and applicable insurance policies maintained by the City or the Indemnitors.

8. **Notices.** All notices, requests, or other communications required hereunder shall be sufficient only if given in writing which shall be deemed given when (i) delivered personally, (ii) one (1) business day after being deposited for next day delivery by a nationally recognized courier, or (iii) three (3) business days when sent by registered or certified United States Mail, with return receipt requested and postage prepaid as follows:

To RRDA:	River Ridge Development Authority Attn: Executive Director 300 Corporate Avenue, Suite 300 Jeffersonville, IN 47130 <a href="mailto:executivedirector@riverridgecc.com">executivedirector@riverridgecc.com</a>
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With a copy to: River Ridge Development Authority  
Attn: General Counsel  
300 Corporate Avenue, Suite 300  
Jeffersonville, IN 47130  
[legal@riverridgecc.com](mailto:legal@riverridgecc.com)

To the City: City of Jeffersonville, Indiana  
Attn: Director of Finance  
500 Quartermaster Court, Suite 300  
Jeffersonville, IN 47130

With a copy to: City of Jeffersonville, Indiana  
Attn: Corporation Counsel  
500 Quartermaster Court, Suite 250  
Jeffersonville, IN 47130  
[lmerkley@cityofjeff.net](mailto:lmerkley@cityofjeff.net)

Any Party to this Agreement may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests, or other communications shall be sent.

9. **Time is of the Essence.** Except for extensions of time resulting from an event or force majeure, the times for performance provided in this Agreement are essential as they relate to the obligations and expenditures of the Parties.

10. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding to the fullest extent applicable, upon the Parties and their respective successors and assigns.

11. **Assignment.** No Party hereto may assign all or any portion of its rights and obligations hereunder without the prior written consent of the other Party hereto.

12. **Amendments and Modification.** This Agreement, together with the agreements and documents referenced herein, supersede all prior negotiations and agreements and constitute the entire agreement between the parties regarding its subject matter. No change, amendment, or modification to, or extension or waiver of any provisions of, or consent provided hereunder, shall be valid unless such change, amendment, modification, extension, or waiver is in writing and signed by all the Parties to this Agreement, or in the case of consent or waiver, by the Party granting same.

13. **Severability.** In case any Section or provision of this Agreement, or in case any covenant, stipulation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is, for any reason, held to be illegal or invalid, or is at any time inoperable by reason of any law, or actions thereunder, such illegality or invalidity or inoperability shall not affect the remainder thereof or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or take under this Agreement.

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

15. **Captions and Headings.** The captions and headings of the various Sections herein contained are solely for the convenience of the various Parties hereto and shall not be construed to interpret or limit the content of any provision or Section of this Agreement.

16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

17. **Authority.** The individuals executing this Agreement on behalf of the Parties hereto warrant their capacity and authority to execute this Agreement on behalf of said Parties, respectively.

*[The remainder of this page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on

\_\_\_\_\_, 2025.

**CITY OF JEFFERSONVILLE, INDIANA**

By: \_\_\_\_\_  
Michael G. Moore, Mayor

*Attested by:*

\_\_\_\_\_  
Lisa Gill, Jeffersonville City Clerk

IN WITNESS WHEREOF, the RRDA has caused this Agreement to be duly executed on  
September \_\_\_\_\_, 2025.

**RIVER RIDGE  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Marc A. Hildenbrand, Executive Director

*Attested by:*

\_\_\_\_\_  
C. Gregory Fifer, General Counsel

**RESOLUTION NO. 49-2025**

**A RESOLUTION APPROVING THE AWARD OF THE  
2025 CONCRETE REPAIRS CONSTRUCTION CONTRACT**

**WHEREAS**, sections of curb and sidewalk within the River Ridge Commerce Center (“RRCC”) have been deemed to require repairs; and,

**WHEREAS**, it is the responsibility of the River Ridge Development Authority (“RRDA”) to maintain and repair the sidewalks and roads in the RRCC ; and,

**WHEREAS**, the funding source of this project will be **TIF**; and,

**WHEREAS**, three (3) contractors submitted bids for performance of the work, the bids have been reviewed by the RRDA staff, and a bid tabulation sheet is attached to this Resolution; and,

**WHEREAS**, it is the staff recommendation that the most responsible, responsive, and cost-effective bid was submitted by Excel Excavating, Inc., with a bid amount of Eighty-three Thousand Three Hundred Ninety and No/100 Dollars (\$83,390.00).

**NOW, THEREFORE, BE IT RESOLVED BY THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:**

The RRDA Board of Directors concurs with the staff recommendation and hereby awards the 2025 Concrete Repairs Construction Contract to Excel Excavating, Inc., with a contract amount of Eighty-three Thousand Three Hundred Ninety and No/100 Dollars (\$83,390.00) and authorizes the RRDA Executive Director to execute a contractual agreement for such work, subject to prior review and approval of General Counsel.

**SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON SEPTEMBER 15, 2025.**

Attest: \_\_\_\_\_ Dr. Treva Hodges, President

Attest: \_\_\_\_\_ Brian Lenfert, Secretary/Treasurer



**RIVER RIDGE COMMERCE CENTER  
2025 CONCRETE REPAIRS  
BID TABULATION**

<b>CONTRACTOR</b>	<b>BID PRICE</b>
Excel Excavating, Inc.	\$83,390.00
All Star Paving, Inc.	\$92,618.50
Dan Cristiani Excavating Co., Inc.	\$94,978.00

**RESOLUTION NO. 50-2025**

**A RESOLUTION APPROVING A LIGHTING SERVICE AGREEMENT WITH  
DUKE ENERGY FOR THE INSTALLATION OF ADDITIONAL STREETLIGHTS**

**WHEREAS**, the River Ridge Development Authority (“RRDA”) staff has been working with Duke Energy for the installation of additional streetlights at certain intersections within the River Ridge Commerce Center (“RRCC”); and,

**WHEREAS**, Duke Energy has tendered a lighting services agreement to add additional streetlights at the intersections of (i) Cox Street and Trey Street, (ii) Jacobs Way and Salem Road; (iii) Penny Martin Lane and Jim Lewis Avenue, and (iv) Jim Lewis Avenue and State Road 62, a true and correct copy of which is attached hereto as Exhibit A; and,

**WHEREAS**, the locations of the additional streetlights are shown on the streetlight location plan drawing attached hereto as Exhibit B; and,

**WHEREAS**, the lighting service agreement stipulates that RRDA will pay for one-half (50%) of the streetlight infrastructure improvement costs in the amount of \$25,161.60, and RRDA will subsequently pay an aggregate on-going monthly service fee in the amount of \$258.80; and,

**WHEREAS**, Duke Energy shall pay for all repairs, maintenance, and upgrades going forward; and,

**WHEREAS**, the funding source of this project will be operating funds; and,

**WHEREAS**, it is staff’s recommendation that the proposed Duke Energy lighting service agreement totaling **Twenty-five Thousand One Hundred Sixty-one and 60/100 Dollars (\$25,161.60)** for the installation and operation of additional streetlights at the RRCC street intersections identified on attached Exhibit B.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:**

The RRDA Board of Directors concurs with the staff recommendation and authorizes the RRDA Executive Director to execute the Duke Energy lighting service agreement attached hereto as Exhibit A for the installation and operation of additional streetlights at the locations shown on attached Exhibit B, subject to prior review and approval by General Counsel.

**SO RESOLVED BY MAJORITY VOTE OF THE BOARD TAKEN DURING A  
DULY NOTICED AND CONVENED REGULAR MEETING OF THE RIVER RIDGE  
DEVELOPMENT AUTHORITY HELD ON SEPTEMBER 15, 2025.**

Attest: \_\_\_\_\_ Dr. Treva Hodges, President

Attest: \_\_\_\_\_ Brian Lenfert, Secretary/Treasurer

## Exhibit A

# DUKE ENERGY LIGHTING SERVICES AGREEMENT



Agreement # DEMIN59116154

### IN01 LIGHTING SERVICE AGREEMENT INEO\_XLEH

Customer Information:  
RIVER RIDGE DEVELOPMENT  
MICHAEL@RIVERRIDGECC.COM

Project Information:  
RIVER RIDGE DEVELOPMENT - Indiana

Account Number:  
9101 2135 5722

Work Order Number:  
59116154

Duke Energy Representative Contact Info:  
Craig Barker

This Lighting Service Agreement is hereby entered into this 28th day of August, 2025, between Duke Energy (hereinafter called the "Company") and RIVER RIDGE DEVELOPMENT (hereinafter referred to as the "Customer") for applicable equipment portion of the lighting service at the above location(s). By signing below, the Customer agrees pay for the one-time charge listed below which will be billed based on the agreed upon process.

One-Time Equipment Charge*
\$25,161.60
*Amount shown excludes any applicable taxes. Appropriate taxes will be added when the charge is billed. This reflects the agreed upon payment required for INEO_XLEH equipment.

Customer Signature \_\_\_\_\_  
Duke Energy Representative Craig Barker

Date Signed \_\_\_\_\_  
Date Signed 8/29/2025

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Agreement # DEMIN59116154

## INDIANA LIGHTING SERVICE AGREEMENT

Customer Information:  
RIVER RIDGE DEVELOPMENT  
MICHAEL@RIVERRIDGECC.COM ..

Project Information:  
RIVER RIDGE DEVELOPMENT - Indiana

Account Number:  
9101 2135 5722

Installation Number:  
7011380145

Work Order Number: 59116154

Duke Energy Representative Contact Info:  
Craig Barker

This Lighting Service Agreement is hereby entered into this 28th day of August, 2025, between Duke Energy (hereinafter called the "Company") and RIVER RIDGE DEVELOPMENT (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LED (INEO\_XLEH) and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name _____	Date Signed _____
Customer Signature _____	Date Signed _____
Duke Energy Representative <u>Craig Barker</u>	Date Signed <u>8/29/2025</u>

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Page 1



Agreement # DEMIN59116154

INEO_XLEH - Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	80	Total Monthly Wire Charge for 10ft 6ALDX UG Bore with C	\$1.02	\$0.00	\$0.00	\$0.00	\$81.60
I	8	Light Pole Style A Anchor Base Aluminum 27ft long Black	\$8.06	\$0.00	\$0.00	\$0.00	\$64.48
I	8	Anchor Base Flush Prefabricated Concrete for Style A Po	\$5.13	\$0.00	\$0.00	\$0.00	\$41.04
I	8	Light Fixture Roadway LED 110W Black Type III 3000K	\$1.99	\$2.31	\$3.83	\$8.13	\$65.04
I	8	Light Bracket Top Mount Aluminum 14in long Black Single	\$0.83	\$0.00	\$0.00	\$0.00	\$6.64
Subtotal Based On Quantity:			\$209.68	\$18.48	\$30.64		
Estimated Monthly Charge							\$258.80
*Tariff riders and applicable taxes are not included, which may cause the amounts to fluctuate. **The equipment rental price is based on the reduced price due to the upfront payment option.							

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## OUTDOOR LIGHTING LED SERVICE AGREEMENT

**PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE POSTED ON THE LIGHTING SERVICE AGREEMENT PAGE AND THE AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.**

See Section 1 for lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts listed.

**IN WITNESS WHEREOF**, Company and Customer (each individually a "Party" or collectively the "Parties") hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Outdoor Lighting LED Service Agreement ("Agreement") is made and entered into by Duke Energy Indiana, LLC an Indiana limited liability corporation (hereafter, "Company"). Company is a subsidiary of Duke Energy Corporation. Neither Duke Energy Corporation nor any of its other subsidiaries and/or affiliated companies are parties to this Agreement.

### **WITNESSETH:**

**WHEREAS**, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

**WHEREAS**, Company has the ability to own, install, operate and maintain an outdoor lighting system.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **SECTION I. – EQUIPMENT AND INSTALLATION**

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment ("Equipment") to provide, operate and maintain the System. In Company's sole discretion, the cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement.
- 1.2 Costs quoted excludes Commission approved tariff riders and sales tax.

### **A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES**

#### **\*\*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.
- Annual kWh divided by twelve (12) months equals monthly kWh.
- Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).
- Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

### **LIGHTING LAYOUT DESIGN DISCLAIMER**

*Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.*

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#### **SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS**

- 2.1 HOURS OF OPERATION are either the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the Company and the Customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. In Company's sole discretion, there may be assessed a monthly estimated energy usage based on either i) luminaire impact wattage and lamp source equally over twelve months (See Section I - A, above); ii) metered using actual energy usage plus a monthly meter charge; or iii) based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

#### **SECTION III. – ENERGY USAGE COST CALCULATION - See Section I**

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Section I of this Agreement and adding any energy Commission approved tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the Commission and shall be deemed a part of this Agreement.

#### **SECTION IV. – SYSTEM MAINTENANCE**

- 4.1 Company provided routine maintenance ("Maintenance") includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common Equipment. Acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Maintenance also covers ordinary wear and tear but only from Customer's proper use of the System. Repairs or replacements requested as a result of Customer caused damage will be performed on a time and material cost basis, in which instance i) an estimate of costs will be provided to the Customer; and ii) Customer agrees to pay for all such costs before the work begins. Company reserves the right, in its sole discretion, to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Customer herein acknowledges that different types of lighting Equipment have different life spans and that lighting Equipment suppliers may also discontinue manufacture of certain Equipment. End of useful life for a System will be determined by the Company, in Company's sole discretion.
- 4.4 Company reserves the right to update or modify the monthly Maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

#### **SECTION V. – PAYMENT**

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable Commission approved tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due is summarized on Page 3 of this Agreement and are current at the time the Agreement is executed. A monthly bill will be rendered and due each month in accordance with the applicable Commission approved tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this System shall be made upon the basis of such new rates as changed and approved by the Commission.

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#### **SECTION VI. - TERM OF AGREEMENT**

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 3 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effect for successive automatic one-year extensions unless terminated by either Party upon sixty (60) days prior written notice.

#### **SECTION VII. - OTHER TERMS AND CONDITIONS**

- 7.1 Other Terms and Conditions governing the System are set forth in Exhibit "B" and incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the Parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. Nothing herein shall preclude either Party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the Parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the work is rendered without regard to its conflict of laws provisions.

#### **EXHIBIT 'B' - OTHER TERMS AND CONDITIONS**

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement, for any reason whatsoever, shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other work by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System, to be determined at the sole discretion of Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue until terminated by either Party by sixty (60) days prior written notice. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removal cost of the facilities.
- 5 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary; and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 6 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 7 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third-party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the Company. Company is not liable for any incidental, punitive, exemplary and/or consequential damages of any kind or nature arising under this Agreement. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

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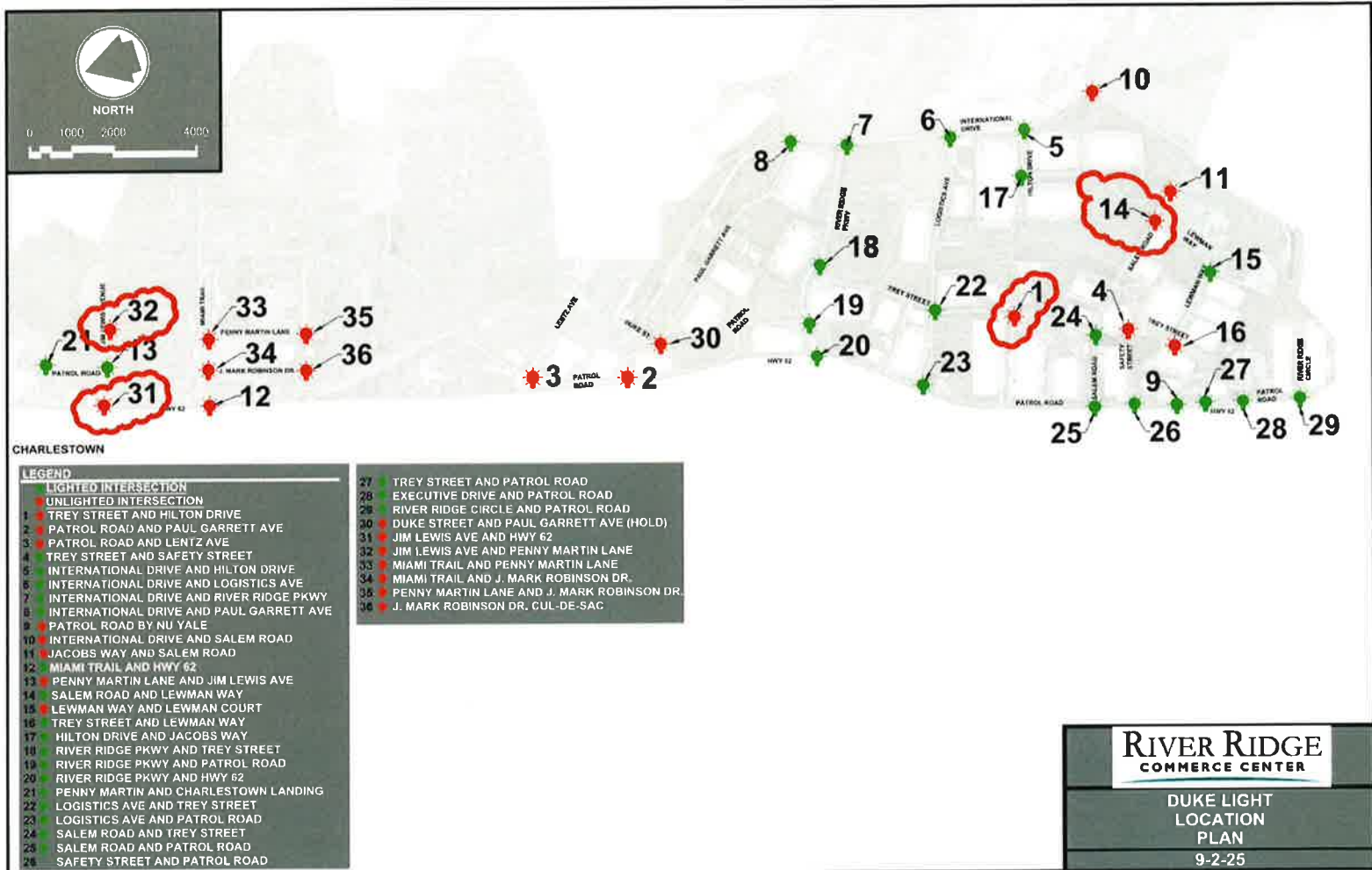
- 8 If a breach or default occurs, the non-breaching Party shall provide the breaching Party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching Party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching Party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching Party, at its sole discretion, shall provide notice to the breaching Party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, pandemics or epidemics, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 9 Customer desiring a Company-installed System on a public right-of-way or on other property not under Customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining all easements and/or all applicable property rights.
- 10 Company reserves the right to refuse to install Company Equipment on another's property; however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System Equipment.
- 11 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned Equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If, in Company's sole discretion, the structure becomes unsuitable, or unsafe to support Company-owned Equipment, the Company retains the right to remove the Equipment from the structure. If Company Equipment is removed under these conditions, Customer shall pay Company a pro-rated amount for the removed Equipment plus removal costs minus salvage value.
- 12 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount (if any) to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium, light emitting diode). Any such agreed upon changes will be documented either by a new or an amended Agreement. New Equipment added to the System will require a new Agreement.
- 13 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 14 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 15 Each Party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 16 No delay of or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 17 Neither Party shall assign this Agreement without the prior written consent of the other Party, which consent, if given shall not relieve the Party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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## Exhibit B

### STREETLIGHT LOCATION PLAN DRAWING



**RESOLUTION NO. 51-2025**

**A RESOLUTION APPROVING THE SECOND AMENDED  
AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR THE RIVER RIDGE COMMERCE CENTER**

**WHEREAS**, properties within the River Ridge Commerce Center (“RRCC”) are presently subject to and governed by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions recorded in the office of the Recorder of Clark County, Indiana, as Instrument 201923363 (the “**Declaration**”); and,

**WHEREAS**, the River Ridge Development Authority (“RRDA”) wishes to amend and restate the Declaration as shown in the attached **Exhibit A**; and,

**WHEREAS**, it is in the best interests of RRDA to approve this Second Amended and Restated Declaration; and,

**WHEREAS**, General Counsel has approved the form and substance of the Second Amended and Restated Declaration attached hereto as **Exhibit A**, and the Executive Director should be authorized to execute and cause same to be recorded in the Office of the Recorder of Clark County, Indiana.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:**

The Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the River Ridge Commerce Center attached hereto as **Exhibit A** has been approved as to form by General Counsel, and the Executive Director is hereby authorized to execute and cause the same to be recorded in the Office of the Recorder of Clark County, Indiana.

**SO RESOLVED BY MAJORITY VOTE OF THE BOARD OF DIRECTORS  
TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF  
THE RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON SEPTEMBER 15, 2025.**

Attest: \_\_\_\_\_ Dr. Treva Hodges, President

Attest: \_\_\_\_\_ Brian Lenfert, Secretary/Treasurer

Exhibit “A”

# RIVER RIDGE

## COMMERCE CENTER



**SECOND AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

## **TABLE OF CONTENTS**

### **Cross References**

**Instrument number 200713623**  
**Instrument number 201202828**  
**Instrument number 201205418**  
**Instrument number 201923363**  
**Instrument number 202118243**  
**Instrument number 202211953**

### **TITLE**

ARTICLE I	General Purposes of Declaration
ARTICLE II	Definition of Terms
ARTICLE III	Description of RRCC, Division of Property
ARTICLE IV	Board of Review
ARTICLE V	Development Standards
ARTICLE VI	Construction of Improvements
ARTICLE VII	Performance Standards
ARTICLE VIII	Association, Administration, Membership and Voting Rights
ARTICLE IX	Duties and Powers of the Association
ARTICLE X	Covenant for Assessments
ARTICLE XI	General Provisions

### **EXHIBIT LIST:**

Exhibit A-1 – Lists of 2007 Declaration Parcels, 2012 Declaration Parcels, Directly  
Restricted Parcels and 2019 Declaration Parcels  
Exhibit A-2 – Description/Depiction of Remaining RRCC Property

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**RIVER RIDGE COMMERCE CENTER  
CLARK COUNTY, INDIANA**

**THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** ("Declaration"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by **RIVER RIDGE DEVELOPMENT AUTHORITY**, an authorized local reuse authority in accordance with Indiana Code, Title 36, Article 7, Chapter 30, et seq. ("RRDA"), with regard to the real property hereinafter described, as follows:

**RECITALS:**

A. RRDA has undertaken the development of the real property located in Clark County, Indiana, known as the "River Ridge Commerce Center" (the "RRCC") as a master planned and landscaped industrial, research, commercial and office park, to provide employment opportunities and enterprise for the residents of Clark County, Indiana (the "County"), and the surrounding areas, to enhance the tax base of the County, and generally to expand economic development opportunities for all the residents of the County, and as the Declarant thereunder, executed and recorded that certain Declaration of Restrictions and Development Covenants recorded as instrument number 200713623 in the Recorder's Office of Clark County, Indiana (the "2007 Declaration").

B. RRDA imposed the 2007 Declaration on the real property subject thereto as mutually beneficial restrictions under a general plan and scheme of improvement for the benefit of such property as well as any lands subsequently annexed to the RRCC (collectively, the "RRCC Property"), requiring that the lots and parcels created from the RRCC Property be developed, maintained, and used in accordance with the terms and conditions stated therein.

C. Certain parcels of RRCC Property were conveyed by RRDA to others subject to the 2007 Declaration and prior to the recording of the 2012 Declaration (as hereafter defined), including those parcels which are more fully described as such by the instruments listed on **Exhibit A-1** attached hereto and by this reference incorporated herein (collectively, the "2007 Declaration Parcels").

D. The 2007 Declaration was amended and restated with the intent to provide consistent development covenants pursuant to that certain First Amended Declaration of Restrictions dated as of January 31, 2012, recorded as instrument number 201202828 in the aforesaid Recorder's Office and governed

portions of Parcels, D-1, D-2 and G-1 and all of Parcels L1, L2, J2, G3, G2, D3, G4, D2A, G2A and G2B<sup>1</sup> (as amended, the "2012 Declaration").

E. The 2012 Declaration was amended by that certain Second Amendment to Declaration of Restrictions dated March 16, 2012, and recorded as Instrument 201205418 in the aforesaid Recorder's Office (the "2012 Second Amendment") to modify certain uses and approve certain development standards associated with Tract 7C and Tract 9A.

F. The 2012 Declaration was further amended by that certain Third Amendment to Declaration of Restrictions dated May 21, 2018, and recorded as Instrument 201809370 in the aforesaid Recorder's Office (the "2012 Third Amendment") to impose restrictions on the RRDA Property prohibiting the production of bottled water for the benefit of that certain 30.025 acre parcel of property acquired by River Ridge Jeffersonville Properties, LLC by deed dated May 23, 2018 and recorded as Instrument No. 201809369 in the aforesaid Recorder's Office.

G. Certain parcels of RRCC Property were conveyed by RRDA to others subject to the 2012 Declaration after the adoption thereof, including those parcels which are more fully described as such by the instruments listed on **Exhibit A-1** attached hereto and by this reference incorporated herein (collectively, the "2012 Declaration Parcels").

H. Alternately, RRDA also conveyed certain parcels of RRCC Property to others which were agreed by RRDA to be exempt from the 2007 Declaration and the 2012 Declaration, but which parcels were subjected instead to restrictions, covenants, easements and conditions substantially similar to those set forth in the 2019 Declaration and the 2019 Declaration Amendments (as those terms are hereafter defined) as the same were set forth in the respective deeds for each such parcels; which include those parcels which are more fully described as such by the instruments listed on **Exhibit A-1** attached hereto and by this reference incorporated herein (collectively, the "Directly Restricted Parcels").

I. On December 6, 2019, RRDA caused to be filed in the aforesaid Recorder's Office that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions dated as of November 2019, recorded as instrument number 201923363 in the aforesaid Recorder's Office (as amended, the "2019 Declaration") with the intent and purpose of (i) governing all real property held in the name of RRDA and (ii) amending and restating in their entirety the following

---

<sup>1</sup> The term "Parcel," as referred to in these recitals, refers to each separate parcel number covering portions of the RRCC Property, as referred to in the various vesting deeds from the United States of America to RRDA. The term "Tract," as referred to in these recitals refers to each tract of RRCC Property conveyed from RRDA to an unrelated third-party owner.



covenants and restrictions to the greatest extent permitted by law and the terms of any private restriction:

- (a) 2007 Declaration,
- (b) 2012 Declaration, and
- (c) All those restrictions affecting the Directly Restricted Parcels;

so that from and after the filing of the 2019 Declaration, the 2007 Declaration Parcels, the 2012 Declaration Parcels, the Directly Restricted Parcels, and all real property held in the name of RRDA, would be governed and controlled by the 2019 Restrictions, to the greatest extent possible. Notwithstanding the recordation of the 2019 Declaration, due to the express terms and provisions of the 2012 Third Amendment, the restrictions and covenants set forth in the 2012 Third Amendment remained, and continue to remain, in full force and effect.

J. The 2019 Declaration was amended pursuant to that certain First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated as of July 21, 2021, recorded as instrument number 202118243 in the aforesaid Recorder's Office to, *inter alia*, remove any "Project Rail" property (as defined in therein) from the definition of "Improvement" and from the definition of "Parcel".

K. The 2019 Declaration was further amended pursuant to that certain Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated as of June 6, 2022, recorded as instrument number 202211953 in the aforesaid Recorder's Office to add to the 2019 Declaration certain RRCC Property inadvertently excluded from the effect of the 2019 Declaration.

L. The 2019 Declaration was further amended pursuant to that certain Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated as of December 27, 2023, recorded as instrument number 202323725 in the aforesaid Recorder's Office to exempt Parcel 620 (as hereafter defined) from the coverage of the 2019 Declaration and to subject Parcel 620 to those certain use, development standards and other covenants specifically described therein (the "2019 Third Amendment").

M. Following the 2019 Declaration, certain additional parcels of RRCC Property have been conveyed by RRDA to others subject to the 2019 Declaration, including those parcels which are more fully described as such by the instruments listed on **Exhibit A-1** attached hereto and by this reference incorporated herein (collectively, the "2019 Declaration Parcels").

N. The remaining RRCC Property currently owned by RRDA is more fully described and/or depicted on Exhibit A-2 attached hereto and by this reference incorporated herein (the "Remaining RRCC Property").

O. RRDA now desires, Pursuant to Section 11.2 of the 2019 Declaration, to amend and restate in its entirety the 2019 Declaration (except for the 2019 Third Amendment) as hereafter set forth, intending that the covenants, conditions and restrictions set forth in this Declaration run with the land and bind the Remaining RRCC Property and any real property hereafter annexed to RRCC as hereafter provided in this Declaration, as well as bind the 2007 Declaration Parcels, the 2012 Declaration Parcels and the 2019 Declaration Parcels to the greatest extent permitted by the 2007 Declaration, the 2012 Declaration, and the 2019 Declaration, respectively, and under applicable law, for the benefit of all owners of such parcels and the respective successors and assigns thereof, such that all such parcels be held, used, leased, sold and conveyed to the greatest extent possible subject to the covenants, conditions, and restrictions set forth in this Declaration, in seeking to enhance and protect the value, desirability, and attractiveness of all such parcels to the mutual benefit of the owners thereof and as acceptable to RRDA.

**NOW, THEREFORE,** in consideration of the foregoing premises, which are incorporated as a part of this Declaration, RRDA hereby amends and restates the 2019 Declaration in its entirety and declares that the Remaining RRCC Property and any real property hereafter annexed to RRCC as hereafter provided in this Declaration, as well as the 2007 Declaration Parcels, the 2012 Declaration Parcels and the 2019 Declaration Parcels to the greatest extent permitted by the 2007 Declaration, the 2012 Declaration, and the 2019 Declaration, respectively, and under applicable law, shall be held, leased, conveyed, occupied, developed, and redeveloped subject to the following easements, restrictions, covenants, and conditions all of which are declared and agreed to be in furtherance of the development plan for the RRCC, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said property and every part thereof as contemplated by the terms of this Declaration, and which shall be in addition to any restrictions established by the City of Jeffersonville and City of Charlestown or special permits for development which may be established by said Cities with regard to the real property subject to this Declaration. Notwithstanding the foregoing statement of intent, due to the express terms and provisions of the 2012 Third Amendment, and the 2019 Third Amendment, the terms, provisions, restrictions and covenants set forth in the 2012 Third Amendment and 2019 Third Amendment shall remain unaffected by this Declaration, are hereby incorporated into this Declaration by the references thereto as if restated in their entirety herein and, to the extent there exists any irreconcilable differences between the terms and provisions of this Declaration, and either (i) the 2012 Third Amendment or (ii) the 2019 Third Amendment, the terms of the 2012 Third Amendment and the 2019 Third Amendment shall control.

## **ARTICLE I**

### **GENERAL PURPOSES OF DECLARATION**

The restrictions, conditions, covenants, and charges in this Declaration are hereby declared and imposed in an attempt to ensure the appropriate use and development and improvement of each Parcel (as hereafter defined) in accordance with the development plans of RRDA for the RRCC; to prevent haphazard and inharmonious improvements of Parcels; and in general to provide adequately for the improvement of the property subject to this Declaration, and thereby provide opportunity for employment and enterprise to the residents of Clark County and others, and to expand the tax base of Clark County.

## **ARTICLE II**

### **DEFINITIONS**

Section 2.1. "Assessment" shall mean each assessment which is to be paid by each of the Parcel Owners, and any special charges or assessments, all as set or determined in accordance with the Association Articles, the Bylaws and Article X and the other provisions of this Declaration.

Section 2.2. "Association" shall mean and refer to the River Ridge Property Owners Association, Inc., an Indiana non-profit corporation, as formed by the Association Articles (as hereafter defined).

Section 2.3. "Association Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed with the Indiana Secretary of State on December 6, 2019, with a business identification number of 201912061360692,

Section 2.5. "Association Board of Directors" shall mean and refer to the governing body of the Association established pursuant to the Association Articles and governed by the Association Bylaws.

Section 2.6. "Association Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time a copy of which shall be maintained at the office of the Association.

Section 2.7. "Board of Review" shall mean and refer to the Board of Review described in Article IV hereof and as referenced within this Declaration.

Section 2.8. "Building" shall mean any professional, research, commercial, industrial, Flex Space (as hereafter defined) or office building or any other approved structure on the Property or underground.

Section 2.9. "Common Areas" shall mean and refer to the portions of the RRCC Property (as hereafter defined), and all improvements thereon, owned or leased by RRDA and/or the Association, or to which easements have been granted to RRDA and/or the Association, which are declared with permission of RRDA to be for the common use and enjoyment of the Owners (as hereafter defined), including, but not limited to the private access and utility easement area identified in Road and Utility Easement (as hereafter defined) and any Drainage Features (as hereafter defined). The Common Areas may include, without limitation, lakes, open space, additional private Rights-of-Way (as hereafter defined) and Drainage Features (as hereafter defined) within RRCC, areas abutting public and private Rights-of-Way, sign easements, interior walkways and sidewalks, bikeways, jogging paths, and trails which are from time to time designated as Common Areas by RRDA; regardless of whether such designation is in the form of a deed from RRDA to the Association or a resolution of the RRDA. The Common Areas shall further include any additional real property and easements which are hereafter designated such by RRDA or dedicated or conveyed to the Association by RRDA.

Section 2.10. "Common Area Expenses" means and includes the actual and estimated expenses of operating the Common Areas and any reasonable reserve for such purposes as found and determined by the Association, and all sums designated Common Area Expenses by or pursuant to this Declaration, the Articles or Bylaws.

Section 2.11. "Declaration" shall mean and refer to this Declaration which amends and restates the 2007 Declaration (instrument number 200713623), the 2012 Declaration (instrument number 201202828, and the 2012 First Amendment (Instrument 201205418), and the 2019 Declaration (instrument number 201923363 and first and second amendment thereto (instrument numbers 202118243 and 202211953)); provided, however, that the term "Declaration" shall exclude the 2012 Third Amendment (Instrument No. 201809370) and the 2019 Third Amendment (Instrument No. 202323725).

Section 2.12. "Development Standards" shall mean and refer to any "RRCC Development Standards" established from time to time by RRDA until the Transition Date (as hereafter defined) or the Association thereafter for Planning Areas (as hereafter defined) that are separate from the requirements of this Declaration. The Development Standards, which are applicable to development and Improvements (as hereafter defined) to be constructed upon Parcels, may be located on the website for RRCC (<https://www.riverridgecc.com/>) and may be modified from time to time by RRDA in its discretion until the Transition Date (as hereafter defined), and by the Association thereafter.

Section 2.13. "Drainage Features" shall refer to and mean any Regional Retention and Detention Areas, other retention or detention basins, intermittent

or perennial streams, storm drainage pipes and structures, and ditches and swales within or serving the RRCC, whether or not located on a Parcel, a Common Area, or within the RRCC.

Section 2.14. "Flex Space" shall mean any commercial real estate that offers a business space that can be used as multi-purpose workspaces to meet business needs. Flex space commonly combines warehouse, retail (contingent upon Association approval), and/or offices.

Section 2.15 "Force Majeure" shall mean delays proximately caused by reasons, events or causes beyond an Owner's reasonable control, and occurring without its fault or negligence, due to pandemic, industry-wide strikes or other labor troubles, governmental restrictions and limitations, unusual shortages of labor and materials, war or other national emergency, delay in transportation/delivery of materials, accidents, fire, damage or other casualties, natural disasters, including without limitation floods, earthquakes, tornados and hurricanes and other adverse weather conditions, including rain and snow, PROVIDED, HOWEVER, that all commercially reasonable steps are taken by such Owner to minimize such delays. Such delays in performance shall be excused, but only to the extent of delays actually and proximately caused by such delays. If a delay occurs, an Owner shall give written notice of the underlying delay to the Association within ten (10) calendar days after occurrence of the delay and that such occurrence will result in a delay in the performance of the Owner's obligations and specifying those obligations that have been delayed.

Section 2.16. "Governmental Body" or "Governmental Bodies" shall mean and refer to any state, local, or federal agency or body having jurisdiction over a Parcel or portion of the RRCC.

Section 2.17. "Improvement" shall mean Buildings, outbuildings, roads, driveways, parking areas, fences, outside storage areas, screening walls and barriers, retaining walls, stairs, decks, waterlines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface. For purposes hereof, the term Improvement does not include any Project Rail.

Section 2.18. "INDOT" shall mean the Indiana Department of Transportation and any successor thereto established by the State of Indiana.

Section 2.19. "Law" shall mean and refer to all applicable laws, rules, ordinances, codes, and regulations of Governmental Bodies.

Section 2.20. "Member" shall mean and refer to an Owner, the RRDA or any other person or entity entitled to membership in the Association as provided herein or in the Association Articles.

Section 2.21. "Mortgage" shall include a deed of trust as well as a mortgage.

Section 2.22. "Mortgagee" shall include a beneficiary or a holder of a deed of trust as well as a mortgagee.

Section 2.23. "Occupant" shall mean that entity or individual who leases or uses a Parcel under an agreement with or permission from the Owner (as hereafter defined) but is not the Owner.

Section 2.24. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any Parcel or Parcels within RRCC but excluding any Mortgagee or other entity having an interest merely as security for the performance of an obligation. If a Parcel is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the "Owner" for purposes of this Declaration for so long as the purchaser remains in possession of the subject Parcel and has not defaulted on the applicable contract of sale; provided, however, that the fee Owner of the subject Parcel shall remain responsible in all events for (a) ensuring compliance with this Declaration by such purchaser, and (b) the payment of all Assessments in the event the same are not paid as and when due and payable by the purchaser under such a contract of sale.

Section 2.25. "Parcel" shall mean and refer to any separate subdivided parcel created and offered for sale or sold by RRDA, or designated as a Common Area, within the RRCC, including, without limitation, the 2007 Declaration Parcels, the 2012 Declaration Parcels, the 2019 Declaration Parcels, and Parcels created from the property described on **Exhibit A-2** or pursuant to any subsequently recorded map of any portion of the RRCC Property or real property hereafter annexed to the RRCC pursuant to or as contemplated by this Declaration, but excluding parcels of real property dedicated or conveyed by RRDA to any other Governmental Body, including without limitation, the City of Jeffersonville, Town of Utica, City of Charlestown, Clark County E911, the Clark County Sheriff's Department, the Charlestown Volunteer Fire Department, or for acreage which comprises Regional Retention and Detention Areas. For purposes hereof, and notwithstanding anything to the contrary contained herein, the term Parcel does not include any portion of (i) Project Rail or (ii) Parcel 620. If any such Parcel is further subdivided or re-subdivided with the permission of the Association, each of the properties resulting from such subdivision or re-subdivision shall be considered a Parcel as such Parcel is so created. In the event of re-subdivision of any Parcel created by RRDA, the transfer of

membership in the Association among the subdivided Parcels shall be in accordance with Section 8.3 of this Declaration.

Section 2.26. "Parcel 620" shall mean that certain 620, more or less, acre parcel described by metes and bounds description in the 2019 Third Amendment (Instrument number 202323725). With respect to Parcel 620, Parcel 620 shall be excluded from the defined term "Parcel" under this Declaration but the owner of Parcel 620 shall be deemed to be an Owner entitled to membership in the Association, and responsible for Assessments in accordance with the terms of the 2019 Third Amendment.

Section 2.27. "Person" means a natural person, a corporation, a partnership, a limited liability company, a trustee, or other legal entity.

Section 2.29. "Project Rail" means all tracks, yards, spurs, docks, rails, ties, ballasts, other track materials, switches, signals, crossings, bridges, tunnels, trestles, culverts, signals, electronic signal systems, crossing protection devices, communication lines, poles, auxiliary tracks, and other improvements or fixtures, together with the real property underlying the same (and, in the case of tracks, the real property twenty-five (25) feet on both sides of the centerline thereof), which are owned and/or operated as a rail operation by the rail operator for the RRCC. Project Rail shall not, however, mean tracks, yards, spurs, docks, rails, ties, ballasts, other track materials, switches, electronic signal systems, crossing protection devices, communication lines, poles, auxiliary tracks, and other rail-related improvements or fixtures, located on real property which is owned by a customer served by the rail operator. Customers served via the Project Rail are Owners which are not exempt from mandatory membership in the Association, and which are not exempt from Assessments to be paid by Owners.

Section 2.30. "Property" and "RRCC Property" shall mean and refer to the real property subject to this Declaration, including as described and/or depicted **Exhibits A-1** and **Exhibit A-2**, and all Improvements erected or to be erected thereon, and such additions thereto as may hereafter be brought within the jurisdiction of RRCC and made subject to this Declaration, and all property, real, personal or mixed, intended for use in connection therewith, but excluding, however, the 620 Parcel.

Section 2.31. "Regional Retention and Detention Areas" shall refer to areas designated within RRCC that will capture and treat storm water from multiple districts, Parcels, Common Areas and/or other areas within RRCC.

Section 2.32. "RRCC" shall mean River Ridge Commerce Center, including any real property annexed according to Section 3.9 below.

Section 2.33. "RRDA" shall mean and refer to River Ridge Development Authority, and the successors and assigns to the rights thereof under this Declaration.

Section 2.34. "Right(s)-of-Way" shall include, but shall not be limited to, (i) the area comprising the Road and Utility Easement (as hereafter defined), and (ii) any area designated by RRCC as an area over which Owners may pass by vehicle or by foot.

Section 2.35. "Road and Utility Easement" shall mean and refer to that certain Amended and Restated Declaration of Access, Utility and Drainage Easements dated December 27, 2023 and filed as Instrument No. 202400165 in the Official Records, as amended by that certain First Amendment to Amended and Restated Declaration of Access, Utility and Drainage Easements dated April 8, 2024, and filed as Instrument No. 202407175 in the Office of the Recorder of Clark County, Indiana, and all future amendments or additions thereto.

Section 2.36. "Sign" shall mean any structure, device, or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

Section 2.37. "Transition Date" shall mean such time as RRDA is no longer in control of the Association and no longer owns any Parcel(s), any of the Remaining RRCC Property, or any other real property within the RRCC, including any real property hereafter annexed to the RRCC pursuant to this Declaration.

Section 2.38. "Sub-Association" shall mean an Indiana non-profit corporation in the nature of the Association that is organized and established or authorized pursuant to or in connection with a Supplemental Declaration (as hereafter defined), and whose membership is composed of Owners of Parcels within the portion of the subject property covered by the Supplemental Declaration.

Section 2.39. "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions and reservations of easements or any similar document which hereafter may be recorded on any portion of the Remaining RRCC Property in accordance with Article III of this Declaration. A Supplemental Declaration may provide that the real property subject to the Supplemental Declaration shall be made subject to the Supplemental Declaration at different times.

Section 2.40. "Zoning Code" shall mean and refer to the zoning code, regulations and ordinances of a Governmental Body which are applicable to a Parcel or Parcel at issue.



## ARTICLE III

### DESCRIPTION OF RRCC; DIVISION OF PROPERTY

Section 3.1. Description of RRCC. The RRCC consists of (a) the RRCC Property, including the underlying real property described in Exhibits A-1 and A-2 to this Declaration, (b) the Common Areas, (c) the 620 Parcel, and (d) any real property hereafter annexed to RRCC by RRDA and made subject to this Declaration.

Section 3.2. Use and Access of Common Areas. Each of the Parcels in the RRCC shall have as easements appurtenant thereto the right of access on and over the areas of Common Areas established or designated by RRDA and/or the Association thereon for ingress and egress, and for the construction, maintenance, and operation of Improvements within the Common Areas in accordance with all Laws and the requirements of this Declaration and subject to the approval of all such construction by the Board of Review and the Association.

Section 3.3. Easements to Accompany Conveyance of Parcel. The appurtenant easements established and described in Sections 3.2, 3.6, 3.7 and 3.8, shall by reference thereto, hereby incorporate any similar easements established or reserved to RRDA and/or the Association pursuant to the 2007 Declaration, the 2012 Declaration and the 2019 Declaration and 2019 Declaration Amendments, to the extent such easements are not amended and restated by this Declaration, and such easements shall automatically accompany the conveyance of any Parcel subject to this Declaration, even though the description in the instrument of conveyance may refer only to the fee title to the Parcel.

Section 3.4. Delegation of Use. Any Owner may delegate its right of enjoyment to, and use of, the Common Areas and facilities to its tenants or contract purchasers subject to the terms of this Declaration. Any rights so delegated shall terminate automatically upon transfer of Owner's title to the subject Parcel.

Section 3.5. Conveyance of Common Areas to Association and Obligation of Association. RRDA may deed Common Areas to the Association at any time and from time to time to be held for the benefit of the Members of the Association. The Association shall accept as Common Areas all real property and/or easements, leaseholds, or other property rights deeded or assigned to the Association by RRDA, and shall continue to own, operate, maintain, repair, and manage such Common Areas according to the provisions of this Declaration. This Section 3.5 shall not be amended without the consent of RRDA so long as RRDA owns any Parcel or any of the Remaining RRCC Property, including any real property hereafter annexed to the RRCC pursuant to this Declaration.

Section 3.6. Owners' Rights and Easements for Utilities. The rights and duties of the Owners of Parcels within the RRCC with respect to sanitary sewer, drainage, water, electricity, gas, communication lines and facilities, shall be as follows:

A. Whenever sanitary sewer, drainage, water, electricity, gas, communication lines or connections, conduits, ducts or flues (collectively, "Utility Facilities") are installed within the RRCC, which Utility Facilities or any portion thereof lie in or upon a Parcel or Parcels owned by other than the Owner of a Parcel served by said Utility Facilities, the Owners of any Parcels served thereby shall have the right, and are hereby granted an easement to the full extent necessary, to enter upon the Parcels or to have RRDA or applicable utility companies enter upon the Parcels in the RRCC in or upon which said Utility Facilities, or any portion thereof, lie, to repair, to replace and generally maintain said Utility Facilities as and when the same may be necessary.

B. Whenever any Utility Facilities are installed within the RRCC which serve more than one Parcel, the Owner of each Parcel served thereby shall be entitled to the full use and enjoyment of such portions of said Utility Facilities as serve or provide service to its Parcel.

C. In the event of a dispute between Owners with respect to the repair or rebuilding of any Utility Facilities, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to Association, the matter shall be submitted to a mediator appointed by the Association pursuant to the Indiana Rules of Alternative Dispute Resolution. If the dispute is not resolved thereby, then any Owner can seek binding arbitration before an arbitrator appointed by the Association, and the decision of the appointed arbitrator shall be final and conclusive on the parties. All costs of the mediation and/or arbitration shall be equally borne by the Owners and shall become due and payable by the Owners involved.

D. Regarding easements reserved over Parcels and otherwise within the RRCC:

1. Easements for installation and maintenance of Utility Facilities are or may be shown on subdivision or Parcel maps of the RRCC Property, or are of record, and the same are or shall be reserved for such use. Within these easements, no Improvements shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may impede the detention or retention of water in basins or change the direction of flow of drainage of water through the drainage channels, or detention or retention basins in the easements. Unless otherwise approved in writing by RRDA, the easement area of each Parcel and all Improvements in it shall be maintained continuously by the Owner of the Parcel except for those

Improvements, the maintenance for which, a public authority or utility company is responsible.

2. Easements over portions of certain Parcels which have been or are subsequently dedicated by map or recorded deed in favor of the governing agency for drainage, water, recreation and other uses and controls, are reserved for such use and control by the governing agency.

3. Easements over certain Parcels for access roads are reserved for such use and control by RRDA or the governing agency having jurisdiction, as applicable.

4. The granting of easements for pedestrian and/or vehicular circulation within or between Parcels may be required as a condition of Association approval of plans and specifications for Improvements to a Parcel.

#### Section 3.7. Right to Use Common Areas.

A. Each Owner, and the tenants and invitees thereof, shall have a non-exclusive right to use the Common Areas for the intended purposes thereof as designated by RRDA, subject to the rights of RRDA and the Association to regulate, and to establish rules and regulations for, the use of the Common Areas.

B. RRDA expressly reserves the right and declares that the Association shall have the right, from time to time, to exclusively use and allow others to use the Common Areas for any reasonable purpose as determined by RRDA or the Association, including marketing and promotional events for RRDA and/or the RRCC, and Owners and tenants within the RRCC.

C. RRDA and the Association have the right to regulate parking on any Common Area and on any Parcel or Property owned thereby. Any public parking shall not count towards the required parking to be constructed on any Owner's Parcel pursuant to applicable Laws, this Declaration, or applicable Development Standards.

D. RRDA and the Association have the right to temporarily close any portion of the Common Areas for construction and maintenance, or exclusive events as permitted thereon by RRDA or the Association, as applicable.

Section 3.8. Encroachment Easements. Each Parcel is hereby declared to have an easement over set back areas and Common Areas, located on such Parcel, for the purpose of accommodating any encroachment due to roof overhang and fences or walls which are built in accordance with the original design, plans and specifications of RRDA, or in accordance with the plan approved by RRDA or the Association, or due to minor engineering errors, minor

errors in original construction, settlement or shifting of the building, or similar causes. There shall be valid easements for the maintenance of said encroachments as long as such encroachments shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, and settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or completely destroyed and then repaired or rebuilt, the Owners of each adjoining lot agree that minor encroachments over set back areas and Common Areas shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as such encroachments shall exist.

Section 3.9. Annexation or Removal. RRDA (subject to the limitations set forth in Section 3.11), shall have the right to (a) bring within the scheme of this Declaration, and/or to remove from this Declaration, additional parcels of real property in fee, as well as easements, leaseholds, service areas, water intake or discharge points, or other property interests without the consent of any other Owners being required, and (b) exempt from the application of this Declaration areas within the RRCC which are being used by Governmental Bodies or authorized service providers with the permission of RRDA, under lease or otherwise, for the provision of municipal and public safety services such as fire protection, EMS and police stations. Any such additions or removals of property or property interests from this Declaration shall be made by filing of record a Declaration of Annexation annexing said additional property to the RRCC and extending the application of the Declaration (including the obligations of the Association) thereto, or, in the case of removal of Property, by filing of record a Declaration removing said property from the application of the Declaration. Such Declaration of Annexation or removal may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the added properties and are compatible in the judgment of RRDA with or appropriate for the RRCC. This Section 3.9 shall not be amended without the prior written consent of RRDA for so long as RRDA owns any Parcel(s), any of the Remaining RRCC Property, or any real property hereafter annexed to the RRCC pursuant to this Declaration.

Section 3.10. Acquisition of Additional Common Areas. In addition to the Common Areas described in Section 3.5, RRDA, may convey or assign to the Association additional real property or property interests owned or held thereby, or allow the conveyance or assignment to the Association of real property or property interests owned or held by others, as RRDA deems necessary or appropriate with regard to the RRCC, to be held by the Association as Common Areas. Such real property or property interests so conveyed or assigned to the Association may include, without limitation, open space areas, easement areas, leaseholds, service areas, and Drainage Features, including water detention, retention, or intake or discharge points, whether or not located within or adjacent

to the RRCC Property, which real property or property interests, upon conveyance, assignment or dedication to the Association, shall be accepted by the Association and thereafter be maintained by the Association, at its expense, as Common Areas pursuant to this Declaration. This Section 3.10 shall not be amended without the prior written consent of RRDA for so long as RRDA owns any Parcel(s), any of the Remaining RRCC Property, or any real property hereafter annexed to the RRCC pursuant to this Declaration.

Section 3.11. Limitation on the Addition of Common Areas. Upon the Transition Date, the Association shall succeed to the rights and power of RRDA to annex other property to the RRCC and make them subject to this Declaration, or to remove property from the RRCC and from this Declaration, as provided in Section 3.9, and the Association shall thereafter have the right to acquire additional real property or property interests, or to allow the conveyance or assignment to the Association of real property or property interests owned or held by others, as the Association deems necessary or appropriate with regard to the RRCC, to be held by the Association as Common Areas, subject to the following limitations:

(a) The vote or written consent of a majority of the total voting power of the Association shall be required for the annexation by the Association of additional real property to the RRCC and subject to this Declaration;

(b) The vote or written consent of at least sixty percent (60%) of the total voting power of the Association shall be required for the removal by the Association of real property from the RRCC and this Declaration; and

(c) The vote or written consent of a majority of the total voting power of the Association shall be required for any acquisition of Common Areas which is reasonably projected or estimated by the Association at the time of acquisition to result in an increase in the annual Assessment (computed on a per Parcel basis) in excess of fifteen percent (15%) over the same Assessment for the previous fiscal year. For example, if the Assessment for the fiscal year ending prior to the year in which the acquisition by the Association of a new Common Area occurs was One Hundred Dollars (\$100.00) per acre, then the Association, upon approval of the Association Board of Directors, may unilaterally acquire a designated Common Area if the increase in the per acre Assessment, solely attributable to the acquisition of the new Common Area, is reasonably projected by the Association at the time of acquisition thereof to be less than Fifteen Dollars (\$15.00), and the proposed Annexation would require the approval (as stated above) of a majority of the total voting power of the Association, if the increase in the per acre Assessment, solely attributable to the acquisition of the new Common Area, is reasonably projected by the Association at the time of acquisition thereof to be Fifteen Dollars (\$15.00) or more. Nothing contained in this Section 3.11 shall be construed to act as a restriction upon the authority of the Association Board of Directors to increase Assessments as the

increases might be necessitated or appropriate for any provision of Article III or this Declaration other than Section 3.10 above.

## **ARTICLE IV**

### **BOARD OF REVIEW**

Section 4.1. Duties. The Board of Review shall be responsible for the orderly and expeditious review and recommendation of all projects, plans, specifications, and requests for authority to construct, remodel, alter or otherwise change, any Improvements upon any Parcel subject to the provisions of this Declaration. Except as otherwise specifically provided herein, the Board of Review shall make recommendations to the Association, or its successors, as to any matters which come before it and shall advise the Association, or its successors, of its recommendations.

#### Section 4.2. Members.

A. The Board of Review shall consist of a minimum of three (3) members, who shall constitute the total membership thereof, and shall be appointed to perform the functions of the Board of Review set forth in this Declaration. The Association's Board of Directors shall appoint the initial members of the Board of Review and shall have the exclusive right to make all replacing appointments.

B. The Association may replace any member of the Board of Review at any time with or without cause. In the event of death or resignation of any member of the Board of Review, the Association shall, appoint a replacing member within ninety (90) days from such death or resignation. Pending the replacement of such deceased or resigned member, the remaining member or members of the Board of Review shall have full authority to act as the Board of Review under this Declaration.

C. Owners or representatives of Owners may serve on the Board of Review but, unless appointed by the Association, no Owner or representative of an Owner shall be entitled to serve, or otherwise participate in, the Board of Review.

D. It is recommended that at least one architect, landscape architect, or engineer should always serve as a member of the Board of Review.

Section 4.3. Assistance. The Board of Review shall assist and cooperate with Owners, and related architects, engineers, and site developers in an effort to facilitate the development of RRCC in accordance with the terms of this Declaration and the applicable Development Standards for the mutual protection of Owners and RRDA.

#### Section 4.4. Submissions.

A. The Board of Review shall be responsible for determining the adequacy of submissions by Owners with respect to compliance with the provisions and intent of this Declaration and the Development Standards. All plans, specifications, and requests for authority to construct, remodel or alter or otherwise change, any Improvements upon a Parcel must be submitted to the Board of Review for review and approval in advance. No building, landscaping or other Improvement which is inconsistent with the plans as approved by the Association shall be altered, placed, removed, or erected on any Parcel without a written recommendation from the Board of Review to the Association, and written approval from the Association.

B. The Board of Review shall use its commercially reasonable business judgment in an effort to ensure that the provisions and intent of this Declaration and the applicable Development Standards are met in the review of the external appearance of any Improvements to be constructed on or made to a Parcel and will not unreasonably withhold its favorable recommendation to the Association. The Owner shall be responsible for ensuring that all Improvements upon or to a Parcel are in compliance with all applicable Laws. The Board of Review is not responsible for reviewing compliance with Laws, including any building codes and ordinances, nor shall any recommended approval of any plans by the Board of Review be deemed as approval in accordance with applicable Laws.

Section 4.5. Non-Liability. Neither the Board of Review, RRDA, the Association, nor any member, employee, or agent thereof, shall be liable to any Owner or Occupant, or to anyone submitting plans for approval, or to any other party, Person, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the review, approval, disapproval, or failure to approve any such plans or for any other action in connection with its or their respective rights and duties under this Declaration and the applicable Development Standards. Approval by the Association does not mean that the Improvements comply with applicable Laws, including any building codes and ordinances, nor shall any approval of any plans by the Association be deemed an approval under applicable Laws. Likewise, anyone so submitting plans to the Board of Review for approval, by submitting such plans, and any Person when such Person becomes an Owner or Occupant, agrees that such Owner or Occupant will not bring any action or suit to recover any damages against the Board of Review, RRDA, or the Association, or against any member, employee, or agent the Board of Review, RRDA, or the Association.

## **ARTICLE V**

### **DEVELOPMENT STANDARDS**

Section 5.1. Promulgation. RRDA has adopted Development Standards for the RRCC Property which govern the permitted uses, and standards for development governing all Improvements constructed on Parcels in RRCC. The provisions of the Development Standards shall be in addition to the provisions of this Declaration.

Section 5.2. Incorporation by Reference. The current Development Standards may be located on the website for RRCC (<https://www.riverridgecc.com/>) and the terms of the Development Standards, by this reference, shall be deemed to be incorporated into and made a part of this Declaration.

Section 5.3. Amendment and Effect. The Development Standards, and the process and/or requirements of plan approval provided for therein, may be amended or modified from time to time by RRDA in its discretion until the Transition Date, and by the Association thereafter. Any such modification shall apply to new Improvements constructed after the effective date of such modification. With respect to any use of a Parcel, or any Improvements constructed on such Parcel prior to any modification of the Development Standards, to the extent such use or Improvements conflict with, or otherwise fail to conform to the Development Standards, as modified, so long as the use and Improvements were in compliance with an approved development plan and the restrictive covenants and Development Standards in effect at the time construction of the Improvements commenced, shall be deemed to be legal conforming.

## **ARTICLE VI**

### **CONSTRUCTION OF IMPROVEMENTS**

Section 6.1. Approval of Plans Required. No Improvements shall be erected, altered, maintained, or permitted to remain on any Parcel by any Owner or Occupant until final plans and specifications have been submitted over the authorized signature of the Owner or Occupant, or both, of the Parcel, or the authorized agent thereof, and approval received by Owner in writing from the Association in accordance with this Declaration and the applicable Development Standards. The Association shall be the entity having final approval authority over all projects, plans, specifications, and requests for authority to construct, remodel, alter or otherwise change, any Improvements upon any Parcel subject to the provisions of this Declaration. Such approval shall be in addition to those approvals required by applicable Governmental Bodies and under applicable Laws. Such plans and specifications shall be in such form and shall contain such information as may be required by the Board of Review or the Association, as applicable, but shall in all events meet the requirements of this Declaration and the applicable Development Standards established from time to time by RRDA,



as well as the requirements of Article VII of this Declaration (the "Performance Standards").

Section 6.2. Basis for Approval.

A. Approval of the subject plans and specifications with respect to Improvements and use of a Parcel pursuant to Section 6.1 shall be based upon, among other things, compliance thereof with this Declaration and the applicable Development Standards, and the evaluation by the Board of Review of the adequacy of Parcel dimensions, the conformity and harmony of the landscaping plans, the compatibility and harmony of external design with neighboring structures and uses, the effect of location and use of proposed Improvements upon neighboring Parcels and other property and uses, the proper facing of the main elevation with respect to nearby Rights-of-Way, the adequacy of screening of mechanical, air-conditioning, or roof-top installations, and the conformity of the plans and specifications to the purpose and general plan and intent of this Declaration and the applicable Development Standards.

B. The Association shall not arbitrarily or unreasonably withhold its approval of any plans and specifications properly submitted thereto in accordance with this Declaration and the applicable Development Standards. The Association shall have the right to withhold approval of any plans and specifications submitted hereunder on any reasonable grounds, including, but not limited to, the following:

1. Failure to comply with any of the provisions of this Declaration and/or applicable Development Standards;

2. Failure to include information in such plans and specifications, or supplemental submissions, as may have been reasonably requested by the Board of Review or the Association;

3. Objection to the exterior design, the appearance of materials, or materials employed in any proposed Improvement;

4. Objection on the grounds of incompatibility of any proposed structure or use with existing structures or uses upon other Parcels or property in the vicinity of the subject Parcel;

5. Objection to the location of any proposed Improvement with reference to other Parcels or property in the vicinity;

6. Objection to the grading, stormwater management or landscaping plan for any Parcel;

7. Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any improvement;

8. Objection to the number or size of parking spaces, or to the design of the parking area;

9. Failure to provide for the underground installation of power, electrical, communications and other utility lines from the property line to Buildings; and

10. Any other matter that, in the judgment of either the Board of Review or the Association, would render the proposed Improvements or use inharmonious with the general plan for improvement of the subject Parcel or with Improvements located upon other Parcels or property in the vicinity, or with the general purposes and conditions set forth in and intent of this Declaration and the applicable Development Standards.

#### Section 6.3. Review Fees.

A. The charges for the review of plans and specifications, if any, with regard to any Parcel and Improvements thereon (the "Plan Review Fees") may be set from time to time by the Association and shall be payable to the Board of Review or the Association, as applicable, at such time as plans and specifications are submitted. The amount of Plan Review Fees may also be set forth in the then current Development Standards.

B. The Board of Review has the right to retain, at the expense of the subject Owner or Occupant, services of one or more consulting architects, landscape architects, or engineers to advise and assist the Board of Review in approving or disapproving any such submitted plans and specifications.

Section 6.4. Result of Inaction. If the Board of Review or the Association, as applicable, fails either to approve or disapprove plans and specifications submitted thereto for approval within sixty (60) days after the submission thereof, it shall be conclusively presumed that said plans and specifications have been disapproved. Notwithstanding anything to the contrary contained in this Declaration, until the Transition Date, the Association may, at any time, condition its approval of any matter put before it, upon the approval of RRDA.

Section 6.5. Approval. The Association may approve site construction plans and specifications as submitted, or as altered or amended, or it may grant approval to the same subject to specific conditions. Upon approval or conditional approval by the Association of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with the Board of Review and the Association.

Section 6.6. Proceeding with Work. Upon receipt of approval from the Association pursuant to Section 6.5, the Owner or Occupant to whom the approval is given, as applicable, shall as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing, construction and alterations contemplated by the approved plans and specifications. Notwithstanding the prior sentence, if work is not so commenced within (1) year from date of approval then the approval shall be deemed revoked, except as provided in a prior written agreement, or unless the Association, pursuant to written request made and received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.

Section 6.7. Manner of Construction. All construction activities within RRCC shall not:

- A. Cause any cost for improvements on another Parcel.
- B. Unreasonably interfere with construction work on another Parcel.
- C. Cause any Building located on another Parcel to be in violation of any Laws.
- D. Interfere with use of Common Areas.
- E. Unreasonably interfere with use of shared service drives within a Parcel.

Section 6.8. Completion of Work. Except as provided in a prior written agreement, any Improvements commenced pursuant to this Article VI shall be completed within three (3) years from the date of Association approval of the plans and specifications, unless another completion timeframe is approved in writing by the Association, or upon approval by the Association due to delay caused by strike, fire, national emergency, natural disaster, or other supervening force beyond the control of the Owner or Occupant, as applicable, or otherwise upon written request made and approval received prior to the expiration of the three (3) year period, extending the period of time within which work must be completed. Failure to comply with this Section 6.8 shall constitute a breach of this Declaration and subject the party in breach to the enforcement procedures set forth in Section 12.1.

Section 6.9. Right to Inspect. Any member of the Association or the Board of Review, or any authorized agent, representative or employee thereof, may from time-to-time at any reasonable hour or hours, enter and inspect any portion of said Parcel for the purpose of inspecting any Improvement or construction that requires or has received the necessary approvals under this Declaration.

Section 6.10. No Liability. Neither RRDA, the Association, nor the Board of Review, nor the members or officers thereof, shall be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

A. The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;

B. The construction or installation of any Improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or

C. The development of any Parcel within RRCC or any Owner's compliance with applicable Laws.

Section 6.11. Construction without Approval. If any Improvement shall be erected, placed, or maintained upon any Parcel, or any new use commenced upon any Parcel, other than in accordance with the approval by the Association pursuant to the provisions of this Article VI, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from the Association, any such Improvement so altered, erected, placed, maintained, or used upon any Parcel in violation of this Declaration shall be removed or altered so as to conform to this Declaration and the applicable Development Standards, and any such use shall cease or shall be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment not be commenced within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Section 12.1 or as otherwise set forth in this Declaration.

Section 6.12. Amendments. Any plans or specifications approved by the Association may be amended with the approval thereof, and application of such amendment shall be processed by the Board of Review and the Association in the same time and manner, but at then current rate of Plan Review Fees, if any, as herein provided for action by the Association on the original plans and specifications submitted for review.

Section 6.13. Common Area Landscaping. Either RRDA or the Association may develop landscaping plans for various portions of the Common Areas, which plans may include irrigation systems in such areas as deemed appropriate thereby. RRDA and the Association may choose to implement the landscaping plan directly, and shall have an easement for access, ingress, egress and use on and over each Parcel upon which an affected Common Area is located sufficient to reasonably implement any such approved landscape plan; provided, that the implementation of any such plans and the plantings and

improvements contemplated thereby shall not unreasonably interfere with the use of any affected Parcel by the Owner and/or Occupants thereof.

## **ARTICLE VII**

### **PERFORMANCE STANDARDS**

Section 7.1. In making Improvements on any Parcel the Owner and Occupant, shall be subject to the then currently adopted Development Standards (which may be modified from time to time pursuant to Article V above.

Section 7.2. Storm Water Management. Pursuant to Section 6.9 of this Declaration, the Board of Review and the Association have the right to inspect any Parcel reasonably believed to be causing, or to have caused, damage to an adjacent property due to inadequate maintenance or repair associated with the storm water system located on such Parcel.

Section 7.3. Air Quality. If an Owner's or Occupant's use or operations will result in the release of waste gasses or other particles from a Parcel, the Owner must provide to the Board of Review in advance a written confirmation from Indiana Department of Environmental Management (IDEM) Office of Air Quality and/or other applicable Governmental Bodies that no permit is required therefrom, or that the Owner or Occupant of the subject Parcel possesses all required permits, for the intended operations. Any such operations and use shall be subject to the requirements of this Declaration, including, without limitation, the currently adopted Development Standards, irrespective of whether IDEM or other permits have been issued or are not required with regard to such operations and use.

Section 7.4. Landscape. Each Parcel shall be landscaped in accordance with the plans and specifications approved by the Association, within one hundred twenty (120) days following completion of construction of all Improvements on a Parcel, or by the date any portion of a Building on the Parcel is occupied, whichever shall occur first, unless an extension of time is approved in writing by the Association solely to allow for the proper planting time or due to Force Majeure.

Section 7.5. Condition of Property. The Owner and any Occupant of any Parcel shall at all times be responsible for keeping the Parcel and the Buildings, Improvements, and appurtenances thereon in good condition and repair and otherwise in a safe, clean, and wholesome condition, and shall comply, at its own expense, in all respects with all applicable Laws and requirements of Governmental Bodies, including, without limitation, those related to health, fire and safety, and the Owner and any Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Parcel. In addition, any Owner or its Occupants

shall be responsible for repairing any damage caused by that Owner or its Occupants that occurs upon any Right-of-Way, public property, property owned by RRDA, or Common Areas.

Section 7.6. Maintenance of Grounds.

A. Each Owner shall be responsible for the maintenance and repair of all Improvements located on its Parcel and constructed by Owner or Occupant, even if a portion of the Parcel being maintained is classified as a Common Area (unless otherwise specified or approved in writing by the Association in its discretion with regard to such Common Area). Such maintenance and repair obligations shall be performed in accordance with all applicable Laws, and shall otherwise include, without limitation, the following:

1. Maintenance of all parking areas, driveways, storage areas, and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas, when necessary, with the type of material originally installed thereon or such substitute therefor as shall, in all respects, be equal thereto in style, quality, appearance, and durability and as shall be approved by the Association in advance;
2. The removal of debris and waste material and the washing and sweeping of paved areas and the removal of snow and ice;
3. The painting and repainting of striping markers and directional signals as necessary and appropriate and as required by the Association;
4. Cleaning, maintenance, and re-lamping of all external lighting fixtures, except such fixtures as may be the property of any public utility or Governmental Body; and
5. Performance of all necessary maintenance for all landscaping to keep the same in healthy condition, including the mowing, watering, and fertilization of all grass or groundcover: trimming, watering and fertilization of shrubs, or trees; the removal of dead grass, groundcover, shrubs, or trees or waste materials; and the replacement of any dead or diseased grass, groundcover, shrubs, or trees with the same quality that was previously in place.
6. Parcels with Right-of-Way frontage, and other designated areas by RRDA, shall be required to mow grass and remove trash as part of their regular mowing schedule out to the pavement edge or back of curb.
7. It shall be the responsibility of the Parcel Owner to promptly, and in any event within thirty (30) days after request of the Association, remove and replace all diseased, dead and dying plant material with the same or equal

plant material, unless an extension of time is approved in writing by the Association solely to allow for the proper planting time or due to force majeure.

8. After installation, all landscaping, as is herein required, shall be maintained by the subject Owner in an attractive and kempt condition. If, in the reasonable opinion of the Association, such required landscaping is not maintained in a kempt condition, the determining entity shall be entitled to the remedies set forth in Section 7.9 and Article XI of, and as may otherwise be provided in this Declaration, and as may be provided in any applicable Development Standards.

9. The Owner of any vacant or undeveloped Parcel shall keep the same free of all trash and debris and shall be required to periodically mow such Parcel as deemed necessary by the Association. No dumping of any kind shall be allowed on any Parcel.

10. Each Owner or Occupant shall arrange for regular removal of trash or garbage at the sole expense thereof, and on such minimum schedules as may be required by the Association.

11. No Building or structure upon any Parcel shall be permitted to fall into disrepair, and each such Building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished as shall be acceptable to the Association.

#### Section 7.7. Public Utilities; Project Rail.

A. RRDA shall have the following rights (subject to the required approvals of all applicable Governmental Bodies and the requirements of applicable Laws):

1. The sole right to grant consents and easements, as applicable, for the construction and operation of public utilities and Project Rail within RRCC, including, but not limited to, railways, poles or lines for electricity, communication lines, above or below ground conduits, and gas pipes in and upon any and all Rights-of-Way now existing or hereafter established or any other portion of the Property upon which any portion of a Parcel may now or hereafter front or abut.

2. The exclusive right to grant consents and to petition the proper Governmental Bodies for any and all Right-of-Way improvements, such as grading, seeding, tree planting, sidewalks, paving, and sewer and water installation, whether it be on the surface or subsurface, which in the opinion of the Board of Review are necessary on or to the RRCC.

3. Each utility connection to a Parcel from an easement or Right-of-Way is subject to advance written approval by the Board of Review.

4. Neither the Board of Review, RRDA, nor the Association shall be liable to any Owner for, and each Owner hereby releases the Board of Review, RRDA and the Association from, any and all liability for any personal injury or damage to or loss of personal property due to any interruption of utility services to any Parcel or other portion of RRCC.

5. The construction and operation of public utilities in rights-of-way dedicated to the public, if any, must be approved by the appropriate Governmental Body and utility provider(s).

Section 7.8. Mineral Exploration. No operation on any Parcel shall be used in any manner to explore for or to remove any steam, heat, oil, gas or other hydrocarbons, gravel, earth or any earth substances or other minerals of any kind; provided, however, that this Section 7.8 shall not prevent the excavation of earth in connection with the grading or construction of Improvements within the Parcel or the use of geothermal heating and cooling systems in accordance with all applicable Laws, and water may otherwise be extracted to the extent permitted by appropriate Governmental Bodies and subject to applicable Laws.

Section 7.9. Remedies for Failure to Maintain and Repair.

A. Remedies. If any Owner shall fail to perform the maintenance, replacement or repairs as required in this Article VII, or as required under any applicable Development Standards, then the Association, after thirty (30) days' prior written notice to such non-compliant or defaulting Owner (a "Defaulting Owner"), shall have the right, but not the obligation, to perform such maintenance, replacement and/or repairs and to charge the Defaulting Owner with all costs incurred for such work, together with interest thereon at the rate of twelve percent (12%) per annum, or such lower maximum rate of interest permitted under applicable Laws (the "Default Rate"), from the date of the advancement of funds for such work to the date of reimbursement by the Defaulting Owner. If the Defaulting Owner shall fail to reimburse the Association for such costs within thirty (30) days after demand therefor, the Association shall have a lien upon the applicable Parcel and may, at any time within two (2) years after such advance (or such shorter period as permitted under applicable Laws), file of record in the Office of the County Clerk of Clark County, Indiana, a claim of lien signed by the Association for the amount of such charge together with the amount of accrued and unpaid interest thereon at the Default Rate (such lien being hereafter referred to as a "Maintenance Lien"). The Maintenance Lien created and allowed by this Section 7.9.A. shall be effective to establish a lien against the interest of the Defaulting Owner in the Parcel owned together with interest at the Default Rate on the amount of such costs from the date incurred, in addition to recording fees, the cost of any title search obtained in connection



with such lien or the foreclosure thereof, and court costs and reasonable attorney's fees that may be incurred in the enforcement of such Maintenance Lien.

B. Foreclosure of Maintenance Lien. A Maintenance Lien, when so established and recorded against the Parcel described therein, shall be prior or superior to any right, title, interest, lien, or claim that may be or may have been acquired in or attached to the real property interests subject to the Maintenance Lien subsequent to the time of the recording thereof, shall be for the benefit of the claimant thereunder and may be enforced and foreclosed in a like manner as a real estate Mortgage is foreclosed in the State of Indiana but without redemption.

C. Cure. If a default for which a notice of claim of Maintenance Lien was filed is cured, the claimant thereunder shall file or record a rescission of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or recording such rescission, and other reasonable costs, interest, or fees that have been incurred by the Association.

D. Nonexclusive Remedy. The Maintenance Lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies that the claimant may have under this Declaration and in equity and under applicable Laws, including any suit to recover a money judgment for amounts due. If the Association should fail to exercise its rights and remedies under this Section 7.9 against a Defaulting Owner, then RRDA or any other Owner, after thirty (30) days' prior written notice and opportunity to cure to the Defaulting Owner and the Association, shall have the right, but not the obligation, to perform such maintenance, replacement and/or repair required of the Defaulting Owner, and shall have the same rights and remedies with respect thereto as are provided in this Section 7.9 to the Association.

## **ARTICLE VIII**

### **ASSOCIATION, ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS**

Section 8.1. Association to Own and Manage Common Areas. RRDA shall on or prior to the Transition Date quitclaim its entire interest in and to the Common Areas to the Association as contemplated by this Declaration, and the Association shall thereafter manage the Common Areas in accordance with the provisions of this Declaration, the Articles and the Bylaws. The Association may also manage other property within RRCC which is owned by RRDA, a Governmental Body or other property Owners, if such authority to manage other properties is granted by RRDA to the Association. Likewise, the Association may hire and retain a management company, including without limitation, RRDA, to manage Common Areas and any other property with RRCC which is owned or

controlled by the Association or for which the Association might otherwise be responsible pursuant to this Declaration or the 2019 Third Amendment.

Section 8.2. Membership. There shall be two classes of membership in the Association, as contemplated by the Articles and Bylaws. The Owner of each Parcel, as well as the Owner of the any portion of the 620 Parcel, shall automatically become a Class A member of the Association (an "Association Member") as of the Effective Date. Any Owner of a Parcel in RRCC which acquired title to its Parcel prior to the effective date of the 2019 Declaration has not or does not automatically become an Association Member on or after the effective date of the 2019 Declaration may elect to become an Association Member by the execution and delivery, together with execution and delivery by all applicable Mortgagees, of a joinder to this Declaration (a "Declaration Joinder") which is acceptable in form and substance to the Association. An acceptable Declaration Joinder, once recorded with the Recorder of Clark County, Indiana, shall mean that the applicable Parcel shall become subject to all provisions of this Declaration in substitution and replacement for the 2007 Declaration, the 2012 Declaration, and the 2019 Declaration and 2019 Declaration Amendments, as applicable. Alternatively, a Parcel Owner shall be deemed to be a member of the Association upon the payment of Association Assessments for four (4) successive years. The membership of an Association Member in the Association shall be appurtenant to and may not be separated from ownership of a Parcel and shall be held by each Owner subject to this Declaration in accordance with the Articles and Bylaws. The Association may also elect from time to time to offer voluntary membership classifications therein (a "Voluntary Membership"), with such privileges and obligations associated therewith as the Association may elect in its discretion, to the owners of property within RRCC which have not objected to being subject to this Declaration.

Section 8.3. Transfer of Membership. The membership of a Member shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of the Parcel to which it is appurtenant, and then only to the purchaser (in the case of a sale) or Mortgagee (in the case of an encumbrance) of such Parcel, and shall pass automatically to the purchaser upon transfer of title to the Parcel. A Voluntary Membership may only be transferred in accordance with the terms and conditions thereof imposed by the Association. A Mortgagee shall not have membership rights in the Association unless and until the Mortgagee becomes an Owner by foreclosure or the proper recording of a deed in lieu thereof. Any attempt to transfer membership in the Association in violation of this Declaration shall be void ab initio. If a Member should fail or refuse to transfer the Association membership registered in its name to the purchaser of its Parcel, the Association shall have the right to record the transfer upon its books and thereupon the membership of the selling Owner shall automatically become null and void.

Section 8.4. Voting. Members shall have the right to vote on Association business as provided in the Articles and Bylaws.

Section 8.5. Right to form Sub-Associations and Supplemental Declarations. The Association shall have the right to form a Sub-Association for any specific portion of the Remaining RRCC Property or any Parcels, including all or any portion of a Planning Area. The Association may also choose to impose one or more Supplemental Declarations upon each portion of the Remaining RRCC Property as annexed to RRCC, as it may elect in its discretion. If the Association elects to subject any portion(s) of the Remaining RRCC Property to a Supplemental Declaration, said Declaration may impose differing conditions, covenants, restrictions, land uses and limitations as the Association may deem advisable. In the event of any direct conflict between any Supplemental Declaration and this Declaration, the Supplemental Declaration shall control. The inclusion in any Supplemental Declaration of conditions, covenants, land uses and limitations which are more restrictive or more inclusive than the restrictions contained in this Declaration shall not be deemed to constitute a conflict with this Declaration. In the event, however, that the real property subject to any Supplemental Declaration is annexed to RRCC pursuant to a legal structure of ownership not presently contemplated by this Declaration, then the Supplemental Declaration may specify the manner in which the provisions of this Declaration shall be interpreted to apply to such property and the owners thereof; provided, however, that no Supplemental Declaration shall negate any provision of this Declaration with respect to any real property then subject to this Declaration unless all Owners of such real property consent thereto in writing.

## **ARTICLE IX**

### **DUTIES AND POWERS OF THE ASSOCIATION**

Section 9.1. Duties. The duties of the Association shall be as enumerated in the Articles and Bylaws, and as elsewhere provided in this Declaration.

Section 9.2. Powers. The powers of the Association shall be as enumerated in the Articles and Bylaws, and as elsewhere provided in the Declaration.

## **ARTICLE X**

### **COVENANT FOR ASSESSMENTS**

Section 10.1. Assessments, Creation of Lien and Personal Obligation. Each Owner of a Parcel subject to this Declaration, as well as the Owner of the 620 Parcel, whether or not it shall be so expressed in the deed or other

conveyance therefor, shall be deemed to covenant and agree to pay to the Association the Assessments due with respect to such Parcel as provided in this Declaration, the Articles and the Bylaws. The Assessments as so established, together with interest and costs and reasonable attorney's fees and court costs incurred in the collection of same, shall be a continuing lien upon the Parcel against which such Assessment is made. Each Assessment, together with interest and costs and reasonable attorneys' fees and court costs incurred in the collection of same, shall also be the personal obligation of the Owner of the Parcel at the time when the Assessment fell due, and shall pass jointly and severally also to the Owner's successors in title whether or not expressly assumed thereby. Upon the purchase of a Parcel, the Owner thereof shall, unless waived by the Association, pay to the Association an appropriately prorated portion of the Assessment for the year of the conveyance. No Parcel Owner shall be entitled to receive a refund of any Assessment or other sum paid to the Association pursuant to this Declaration as a result of any sale or conveyance of such Owner's Parcel. Notwithstanding anything to the contrary set forth in this Declaration, in no event shall any portion of the Project Rail be subject to the levy or payment of any Assessments, costs or fees pursuant to this Declaration.

Section 10.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purposes contemplated by this Declaration, the Articles and Bylaws, including the cost of repairs, replacements and additions to the Common Areas and the Rights-of-Way, the cost of related labor, equipment, utility services, materials, management and supervision, the procurement and maintenance of insurance, the establishment of adequate reserves for anticipated capital expenditures, the employment of attorneys and other professionals to represent the Association when necessary, and such other needs as may arise in connection with the performance by the Association of its rights, duties and obligations as contemplated by this Declaration, the Articles and the By-laws.

Section 10.3. Annual Assessment; Supplemental Assessments.

A. Annual Assessment. The Association shall annually assess each Owner subject to this Declaration, and otherwise subject thereto, an Assessment amount payable to the Association, to be applied to the expenses and approved reserves of the Association for the assessment year determined by the Association (an "Assessment Year"). Such Assessment shall be paid by each Owner by the date specified by the Association, without benefit or right of set-off and regardless of challenge. The Assessment Year shall be fixed from time to time by the Association and specified in the By-laws of the Association or a resolution of the Association. The Association shall determine the amount of the Assessment in its discretion, and may base Assessments upon one or more of the following factors: (i) Parcel size; (ii) Parcel value; (iii) value of improvements on a Parcel; or (iv) a flat or minimum amount per Parcel; and the amount of

Assessment, and any method of computation thereof specified by the Association, may vary by Planning Area, although the factors and methods used to make an Assessment shall be applied in a non-discriminatory manner throughout each applicable Planning Area.

B. Supplemental Assessments. Until the Transition Date, RRDA will have the obligation to fund any deficiency between (a) the aggregate amounts of Assessments and other revenue of or contributions to the Association, and (b) the aggregate amount of the annual expenses of the Association, as provided in the Articles and Bylaws. If after the Transition Date the Association determines that the aggregate amount of Assessments levied by the Association and other revenue of and contributions to the Association will prove in the judgment thereof to be insufficient for the payment of the estimated costs and expenses of the Association with respect to the applicable Assessment Year, the Association shall be entitled to so notify all Owners of the Parcels subject to an Assessment (collectively, the "Assessable Parcels"), and to assess against each Assessable Parcel a supplemental amount (a "Supplemental Assessment"), to be assessed on generally the same method as the Assessment payable by the Owner, sufficient to cover such revised estimate by the Association of the costs and expenses of the Association for the applicable Assessment Year. Such Supplemental Assessments shall be paid by the Owners subject thereto without benefit or right of set-off and regardless of challenge (the Assessments and any Supplemental Assessments are collectively referred to as an "Assessment"). The due date for payment of any Supplemental Assessment shall be as specified in the resolution of the Association authorizing such Supplemental Assessment, but not earlier than thirty (30) days after the sending of notice to the Owners subject to such Supplemental Assessment.

C. Expense Statement. Following the Transition Date, on or before the date falling one hundred twenty (120) days after the end of an Assessment Year, the Association shall deliver to the Owner of each Assessable Parcel a statement of the aggregate costs and expenses of the Association (including such reserves as established by the Association in the discretion thereof) for the previous Assessment Year (the "Expense Statement"). If, after the end of an Assessment Year falling after the Transition Date, such costs and expenses of the Association for such year are (i) greater than the aggregate amount of the Assessments for such period, the Association shall so notify the Assessable Parcel Owners of such shortfall and each Assessable Parcel Owner shall pay to the Association, within thirty (30) days after the sending of such statement, its appropriate share of such deficiency as specified by the Association, or (ii) less than the aggregate amount of Assessments for such period, the Association shall retain such overpayment as a reserve for purposes of paying expenses incurred in discharging its obligations under this Declaration, the Articles and Bylaws. The failure of the Association to provide any Expense Statement shall not relieve the Owner of an Assessable Parcel from any of its obligations under this Declaration.

D. Examination of Records. Each Assessable Parcel Owner shall have the right, upon thirty (30) days prior written notice (or such shorter notice period imposed by applicable Laws) delivered to the Association within thirty (30) days after such Assessable Parcel Owner's receipt, or deemed receipt, whichever is earlier, of an Expense Statement (such notice being hereinafter referred to as the "Audit Notice"), to require the Association to make available its books and records relating to the costs and expenses for the Assessment Year covered by the Expense Statement to an independent certified public accountant retained by the Assessable Parcel Owner and reasonably acceptable to the Association (the "CPA"), for inspection and audit. Should such inspection and audit by the CPA disclose that the Assessable Parcel Owner delivering the Audit Notice has overpaid any assessment or other amount due to the Association, such overpayment shall be retained by the Association as a reserve and the overpaying Assessable Parcel Owner shall be entitled to a credit in the amount of such overpayment against the next Assessment or other amount due and payable to the Association pursuant to this Declaration. Notwithstanding any dispute or challenge, or the delivery of the Audit Notice, with respect to any Expense Statement or amounts due and payable to the Association, each Assessable Parcel Owner shall pay to the Association, without benefit of right or set-off and regardless of challenge, all Assessments levied by, and all other amounts due to, the Association, pending resolution of any such dispute. Each Expense Statement, and the books and records of the Association, shall be deemed final and not subject to any dispute, challenge or question, if the Audit Notice is not delivered to Association within the thirty (30) day period (or such shorter period imposed by applicable Laws) as provided above.

Section 10.4. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment or any other amount due to the Association not paid by the due date shall bear interest from the due date at a rate to be determined from time to time by the Association, which rate shall not exceed 8% per annum. The Association may, but shall not be obligated to place of public record (unless otherwise required by applicable Laws) a notice and claim of lien on an applicable Parcel for any unpaid Assessment or other amounts due to the Association, and may bring an action at law against the Owner personally obligated to pay the Assessment and other amounts due, all of which unpaid Assessments and other amounts due shall constitute a charge on and lien against the applicable Parcel, and/or may foreclose the lien against the Parcel, and interest, costs, and reasonable attorney's fees and court costs of such action or foreclosure shall be added to the amount of the Assessment or other amount due. No Owner may waive or otherwise escape liability for Assessments by abandonment of the Parcel or by claiming non-use of, or no benefit from, the Parcel or the Common Areas.

Section 10.5. Subordination of the Lien to First Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any valid and bona fide first Mortgage to a financial institution. Sale or transfer of any

Parcel shall not affect the Assessment lien or other liens provided for in this Declaration.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

#### Section 11.1. Enforcement.

A. Abatement; Suit; Other Remedies. The Owner of each Parcel shall be primarily liable, and the Occupant, if any, secondarily but jointly liable, for violation or breach of any covenant, condition, or restriction in this Declaration. In addition to the remedies available under Section 7.9 of this Declaration and in addition to such other remedies as may be available at law or in equity, if any violation or breach of any covenant, condition, or restriction in this Declaration (a "Default") is not cured within thirty (30) days after written notice thereof to the Owner and/or Occupant in question, then the Association, shall have the right, privilege, and license to (i) enter upon the Parcel where said violation or breach exists and to summarily abate and remove, at the expense of the Owner and/or Occupant thereof, any Improvement, structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions of this Declaration, (ii) to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of such covenants, conditions, or restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied, and/or (iii) to recover damages for said violation. Neither the Association, nor the respective officers, employees or agents thereof, shall be subject to liability to the Owner or Occupant of said Parcel for such entry or for any action taken to remedy, abate or remove a violation. The cost of any abatement, remedy, or removal hereunder shall be a binding personal obligation on the applicable Owner and/or Occupant, as applicable, which is in violation of any provision of this Declaration, as well as a lien (enforceable in the same manner as a Mortgage) upon the Parcel in question (an "Enforcement Lien"). Any such Enforcement Lien shall not be valid as against a bona fide purchaser or Mortgagee for value of the Parcel in question unless a suit to enforce said Enforcement Lien shall have been filed in a court of record in Clark County, Indiana, prior to the recordation of the deed or Mortgage conveying or encumbering the Parcel in question to such purchaser or Mortgagee, respectively. Further, to the extent permitted under applicable Laws, the Association may during the continuation of any Default deny to the defaulting Owner or Occupant, or refuse to permit to the defaulting Owner or Occupant, as applicable, the benefit of any privileges or benefits which the Association has obtained from Governmental Bodies or under applicable Laws with regard to RRCC, including, without limitation, participation in and/or qualification under any Urban Enterprise Zone (UEZ) program established for RRCC as permitted under Ind. Code 5-28-15.

B. Right of Entry. During reasonable hours and upon reasonable notice and subject to reasonable security requirements, the Association, and the respective officers, employees and agents thereof, shall have the right to enter upon and inspect any Parcel and the Improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and neither the Association, nor the respective officers, employees or agents thereof, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

C. Remedies as to Nuisances. Every remedy allowed by law and/or in equity shall be available with respect to any nuisance as defined in Section 5.3 and may be exercised by the Association.

D. Reasonable Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Declaration or any provision hereof, whether it be an action for damages, declaratory relief, or injunctive relief, or any other action, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorney's fees even though said proceeding is settled prior to final judgment. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

E. Failure to Enforce Is No Waiver. The failure of the Board of Review, RRDA or the Association to enforce any requirement, restriction, or standard set forth in this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases, nor of the right to enforce any other requirement, restriction or standard under this Declaration.

#### Section 11.2. Amendment and Modification.

A. Procedure. Except as may be otherwise expressly provided in this Declaration, including Section 11.2.B. below, this Declaration or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified, or otherwise amended, as to the real property subject hereto or any portion thereof, with the written consent of the Owners of eighty percent (80%) of the RRCC Property, based upon the number of square feet of the Parcel owned as compared to the total number of square feet of Parcels subject to these covenants, conditions, and restrictions; provided, however, that for so long as RRDA owns a Parcel or any of the Remaining RRCC Property, no such termination, extension, modification, or other amendment shall be effective without the prior written approval of RRDA in the sole discretion thereof. No such termination, extension, modification, or other amendment shall be effective if it conflicts with or violates any applicable Laws and until a proper instrument in writing has been executed and acknowledged by



the required Owners and RRDA and recorded in the land records of the Clark County, Indiana Recorder.

B. Modification by RRDA. For so long as RRDA owns a Parcel or any of the Remaining RRCC Property, RRDA acting alone may modify or amend the provisions of this Declaration; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the RRCC as set forth herein and (ii) prior to any such modification or amendment RRDA shall obtain the approval of any Governmental Body to such modification or amendment where such approval is necessary. No such modification or amendment shall be effective until the Owners have been given thirty (30) days' prior written notice of the proposed change and a proper instrument in writing has been executed, acknowledged, and recorded in the land records of the Clark County, Indiana Recorder.

C. Governmental Regulation. All valid applicable Laws are deemed to be a part of this Declaration, and to the extent that the same conflict with any provision, covenant, condition, or restriction hereof, said conflicting applicable Laws shall control and the provision, covenant, condition, or restriction hereof in conflict therewith shall be deemed (i) amended to the extent necessary to bring it into conformity with said applicable Laws while still preserving the intent and spirit of the provision, covenant, condition, or restriction to the greatest extent possible, or (ii) stricken from this Declaration should no amendment conforming to the applicable Laws be capable of preserving the intent and spirit of said provision, covenant, condition or restriction.

Section 11.3. Runs with Land. All covenants, conditions, restrictions and agreements set forth in this Declaration (i) are made for the direct, mutual and reciprocal benefit of each and every Parcel, the Remaining RRCC Property and the other real property subject to this Declaration, (ii) create mutual equitable servitudes upon each parcel of real property subject hereto in favor of every other parcel, (iii) create reciprocal rights and obligations between respective Owners and Occupants of all parcels of real property subject hereto and privity of contract and estate between all grantees of said parcels of real property and the respective heirs, personal representatives, successors and assigns thereof, and (iv) as to the Owner and Occupant of each parcel of real property subject hereto and the respective heirs, personal representatives, successors and assigns thereof, operate as covenants running with the land, for the benefit of all other parcels of real property subject hereto, except as may be provided otherwise in this Declaration.

Section 11.4. Waiver. Neither the Board of Review, RRDA nor the Association, nor the respective successors or assigns thereof, shall be liable to any Owner or Occupant by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant by acquiring its interest

in a Parcel agrees that it will not bring any action or suit against the Board of Review, RRDA or the Association to recover any such, damages or to seek equitable relief because of same.

Section 11.5. Rights of Mortgages. No breach of any covenant, condition or restriction of this Declaration, or any enforcement thereof, shall defeat or render invalid the lien of any Mortgage now or hereafter executed upon a Parcel or a portion thereof; provided, however, that if any portion of said Parcel is sold under a foreclosure of any Mortgage, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all of the covenants, conditions and restrictions contained in this Declaration.

Section 11.6. Singular and Plural; Exhibits. The singular and plural number and the masculine, feminine and neutral gender shall each include the other where the context requires. All exhibits attached and referred to in this Declaration as a designated "Exhibit" are incorporated as a part of this Declaration.

Section 11.7. Assignment. Any and all of the rights, powers and reservations of the Association herein contained may be assigned to any Person that will assume the duties of the Association pertaining to the particular rights, powers and reservations assigned, and upon any such Person evidencing its consent in writing to accept such assignment and assume such duties, such Person shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Association herein. If at any time the Association ceases to exist and has not made such an assignment, a successor to the Association may be appointed in the same manner as this Declaration may be modified or amended under Sections 12.2.A or 12.2.B. Any assignment or appointment made under this Article shall be in reasonable form and shall be recorded in the land records of the Clark County, Indiana Recorder.

Section 11.8. Captions. The captions of Articles and Sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

Section 11.9. Invalidity. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 11.10. Constructive Notice and Acceptance. Every Person who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the real property subject to this Declaration is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in this Declaration, whether or not any reference to this

Declaration is contained in the instrument by which such Person acquired an interest in such real property.

Section 11.11. Duration. The covenants, conditions, restrictions, and charges set forth in this Declaration shall be binding on all parties and all Persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time all covenants, conditions, restrictions, and charges shall be automatically extended for successive periods of ten (10) years, unless and until an instrument approved according to Sections 12.2.A or 12.2.B above has been recorded in the Clark County, Indiana Recorder's Office agreeing to change said covenants, conditions, restrictions, and charges, in whole or in part.

Section 11.12. Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, the construction or interpretation thereof shall be final and binding as to all Persons or property benefited or bound by the provisions of this Declaration.

Section 11.13. Notices. Any notice, permitted or required by this Declaration, Articles or Bylaws, may be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, return receipt requested, addressed to each person at the current address given by such person to the Association, or addressed to the Parcel if no such address has been given to such Secretary.

Section 11.14. No Effect on 2012 Third Amendment and 2019 Third Amendment. For the avoidance of doubt, the 620 Parcel is not subject to or bound by this Declaration and this Declaration is not intended to amend the terms of the 2019 Third Amendment. It is provided, however, that for purposes of aiding in construction of the 2019 Third Amendment, each time the "Declaration" is used in the 2019 Third Amendment, such term shall be deemed to mean and refer this Declaration. Further the Declaration is not intended to amend the terms of the 2012 Third Amendment.

WITNESS the signature of RRDA as of the Effective Date of this Declaration.

**RIVER RIDGE DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Marc Hildenbrand, Executive  
Director

STATE OF INDIANA       )  
  )SS:  
COUNTY OF CLARK       )

On \_\_\_\_\_, 2025, before me, , a Notary Public in and for said County and State, personally appeared Marc Hildenbrand, as Executive Director of **RIVER RIDGE DEVELOPMENT AUTHORITY**, an authorized local reuse authority in accordance with Indiana Code, Title 36, Article 7, Chapter 30, et seq., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged the execution of the foregoing instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

Witness my hand and official seal.

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

(SEAL)

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

County of Commission: Clark

My commission no.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT LIST:**

- Exhibit A-1 – Lists of 2007 Declaration Parcels, 2012 Declaration Parcels,  
Directly Restricted Parcels and 2019 Declaration Parcels
- Exhibit A-2 – Description/Depiction of Remaining RRCC Property

### LIST OF DECLARATION PARCELS

[illegible]

## **EXHIBIT A-2**

### **DESCRIPTION/DEPICTION OF REMAINING RRCC PROPERTY**

Situate in the State of Indiana, County of Clark, Charlestown and Utica Townships, being a part of the Illinois Land Grant Numbers Twenty-Five (25), Twenty-Seven (27), Thirty-Seven (37), Thirty-Eight (38), Forty (40), Fifty- One (51), Fifty-Two (52), Fifty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), Seventy-One (71), Seventy-Two (72), Seventy-Three (73), Seventy-Four (74), Ninety-Five (95) and Ninety-Six (96) and being all of Illinois Land Grant Numbers Twenty-Six (26) and Thirty-Nine (39), being more particularly described as follows:

Commencing at P.K. Nail found (Indiana East Zone State Plane Coordinates, North 1132072.200, East 322620.682) marking the West Corner of said Grant Twenty-Five (25); thence with the grant line dividing Grants "24" and "37", South 54°56'26" West, 73.12 feet to a P.K. Nail found; thence leaving the grant line, North 35°07'34" West, 200.70 feet to a pinched pipe found in a chain link fence and the POINT OF BEGINNING;

Thence with the chain link fence the following six (6) courses, North 52°04'58" East, 1755.78 feet to a Metal Post; thence North 63°51'09" East, 900.67 feet to a Metal Post; thence South 82°40'10" East, 252.20 feet to a Metal Post; thence South 45°53'27" East, 737.41 feet to a Metal Post; thence South 46°00'06" East, 1725.67 feet to a Metal Post; thence South 65°44'10" East, 191.00 feet to a 5/8" Rebar found; thence leaving the chain link fence, South 16°46'56" East, 181.03 feet to a Stone found; thence North 54°16'50" East, 157.73 feet to a 5/8" Rebar set in a chain link fence; thence with the chain link fence the following seventeen (17) courses, South 65°53'13" East, 730.21 feet to a 5/8" Rebar found; thence South 57°36'52" East, 2160.75 feet to a 5/8" Rebar found in the grant line dividing Grants 16 and 25; thence South 57°36'52" East, 68.54 feet to a 5/8" Rebar set; thence South 71°58'01" East, 693.96 feet to a Metal Post; thence South 66°23'50" East, 556.53 feet to a Metal Post; thence South 88°39'50" East, 866.13 feet to a Metal Post; thence North 43°13'49" East, 3123.00 feet to a 5/8" Rebar found, passing through 5/8" Rebars found at 842.41 feet and at 2784.87 feet; thence North 05°15'55" East, 1039.97 feet to a Metal Post; thence North 22°18'11" West, 473.48 feet to a Metal Post; thence North 07°31'18" East, 125.92 feet to a Metal Post; thence North 39°46'12" East, 399.64 feet to a Metal Post; thence North 59°17'41" East, 221.47 feet to a Metal Post; thence North 66°26'18" East, 252.90 feet to a Metal Post; thence North 52°07'33" East, 290.10 feet to a Metal Post; thence North 59°24'39" East, 132.30 feet to a Metal Post; thence South 63°44'01" East, 225.91 feet to a Metal Post; thence North 21°18'19" East, 88.49 feet to a Metal Post; thence leaving the chain link fence, South 63°45'01" East, 47.00 feet to a Mag Nail set in a paved road; thence North 75°19'45" East, 42.74 feet to a 5/8" Rebar found; thence North 36°15'24" West, 108.02 feet to a 5/8" Rebar found on the northeasterly side of Waterline Road; thence along the north- easterly side of Waterline Road the following eighteen (18) courses, North 59°22'32" West, 440.19 feet to a 5/8" Rebar found; thence North 35°19'45" West, 299.18 feet to a 5/8" Rebar found; thence North 12°20'18"



West, 513.30 feet to a 5/8" Rebar found; thence North 16°05'06" West, 651.48 feet to a 5/8" Rebar found; thence North 28°46'37" West, 343.47 feet to a 5/8" Rebar found; thence North 67°45'11" West, 739.97 feet to a 5/8" Rebar found; thence North 16°09'18" West, 333.63 feet to a 5/8" Rebar found; thence North 12°56'38" West, 248.60 feet to a 5/8" Rebar found; thence North 36°55'57" West, 312.19 feet to a 5/8" Rebar found; thence North 19°58'36" West, 668.00 feet to a 5/8" Rebar found; thence North 04°59'11" West, 460.14 feet to a 5/8" Rebar found; thence North 22°00'43" West, 313.82 feet to a 5/8" Rebar found; thence North 17°38'38" West, 732.62 feet to a 5/8" Rebar found; thence North 31°13'45" West, 527.10 feet to a 5/8" Rebar found; thence North 46°14'52" West, 378.35 feet to a 5/8" Rebar found; thence North 28°09'55" West, 531.92 feet to a 5/8" Rebar found; thence North 41°18'25" West, 636.69 feet to a 5/8" Rebar found; thence North 47°37'15" West, 790.08 feet to a 5/8" Rebar found at the northeast corner of an intersection; thence along the east and north side of a road the following five (5) courses, North 07°59'22" East, 1073.65 feet to a 5/8" Rebar found; thence North 23°47'05" East, 796.80 feet to a 5/8" Rebar found; thence North 67°11'28" West, 697.30 feet to a 5/8" Rebar found; thence North 27°53'22" West, 160.15 feet to a 5/8" Rebar found; thence North 04°36'25" West, 702.68 feet to a 5/8" Rebar found; thence leaving the road, South 75°08'49" West, 1154.43 feet to a 5/8" Rebar found on the northeast side of Eighth Street; thence along the east side of Eighth Street the following three (3) courses, North 21°04'25" West, 1032.26 feet to a 5/8" Rebar found; thence North 01°47'32" East, 234.28 feet to a 5/8" Rebar found; thence North 21°23'37" East, 384.96 feet to a 5/8" Rebar found; thence leaving the east side of Eighth Street and along a chain link fence, North 67°03'47" West, 1373.20 feet to a 5/8" Rebar found; thence leaving the fence, North 23°11'38" East, 1421.25 feet to a 5/8" Rebar set on the northeast side of 20th Street; thence leaving the north side of said street, North 23°11'38" East, 1008.12 feet to a 5/8" Rebar found; thence South 70°24'51" East, 2495.30 feet to a 5/8" Rebar found; thence South 83°17'50" East, 1488.55 feet to a 5/8" Rebar found; thence North 79°58'59" East, 1133.45 feet to a 5/8" Rebar found; thence North 19°31'05" East, 1057.90 feet to a 5/8" Rebar found; thence South 38°45'02" East, 338.31 feet to a 5/8" Rebar found; thence South 20°51'34" East, 907.94 feet to a 5/8" Rebar found; thence North 65°25'09" East, 289.23 feet to a 5/8" Rebar found; thence North 20°03'15" West, 884.76 feet to a 5/8" Rebar found; thence North 60°02'07" West, 436.21 feet to a 5/8" Rebar found; thence North 11°01'47" West, 394.95 feet to a 5/8" Rebar found; thence North 52°36'13" West, 454.55 feet to a 5/8" Rebar found; thence North 04°44'06" West, 284.20 feet to a 5/8" Rebar found; thence North 22°58'47" East, 1258.61 feet to a 5/8" Rebar found; thence North 66°11'35" West, 808.52 feet to a 5/8" Rebar found; thence North 24°46'14" East, 986.77 feet to a 5/8" Rebar found in the grant line dividing Grants 55 and 56; thence leaving the grant line, South 74°17'25" East, 1342.50 feet to a 5/8" Rebar found; thence North 61°53'53" East, 926.06 feet to a 5/8" Rebar found; thence North 16°19'54" East, 1083.55 feet to a 5/8" Rebar found; thence North 30°56'41" West, 2658.53 feet to a 5/8" Rebar found; thence North 32°02'59" West, 799.70 feet to a 5/8" Rebar found; thence North 47°23'39" East, 793.19 feet to a 5/8" Rebar found; thence



North 42°45'14" West, 2542.45 feet to a 5/8" Rebar found in the grant line dividing Grants "74" and "96" (said rebar being located North 54°28'13" East, 3170.14 feet from the Grant Corner marking the common corner of Grants "73", "74", "95" and "96" and being South 54°28'13" West, 1852.88 feet from the Grant Corner marking the common corner of Grants "74", "75", "96" and "97"); thence leaving said grant line, North 42°45'14" West, 606.29 feet to a 5/8" Rebar found; thence North 55°11'07" East, 694.68 feet to a 5/8" Rebar found; thence North 00°09'52" East, 1599.78 feet to a Metal Post found; thence North 47°07'37" West, 1110.60 feet to a Metal Post found; thence South 52°51'14" West, 1625.10 feet to a 5/8" Rebar set in Charlestown Landing Road; thence with said road the following two (2) course, North 40°54'36" West, 197.59 feet to a 5/8" Rebar set; thence North 36°45'54" West, 466.79 feet to a Railroad Spike set; thence with the southerly right-of-way line of Charlestown Landing Road, North 34°48'42" West, 763.16 feet to a 5/8" Rebar set at a point where the easterly right-of-way line of State Road #62 intersects with the southerly right-of-way line of Charlestown Landing Road; thence along the easterly right-of-way line of State Road #62 the following twenty-four (24) courses, South 28°30'47" West, 412.91 feet to a 5/8" Rebar set; thence with a curve to the left having a radius of 10353.58 feet, an arc distance of 1002.92 feet, a chord bearing of South 25°44'17" West and a chord distance of 1002.53 feet to a 5/8" Rebar set; thence South 22°57'47" West, 2238.99 feet to a 5/8" Rebar set; thence with a curve to the left having a radius 11394.74 feet, an arc distance of 394.58 feet, a chord bearing of South 21°58'16" West and a chord distance of 394.56 feet to a 5/8" Rebar set; thence South 17°29'02" West, 126.26 feet to a 5/8" Rebar set; thence South 17°32'22" West, 198.87 feet to a 5/8" Rebar set; thence South 17°21'52" West, 99.35 feet to a 5/8" Rebar set; thence South 17°26'26" West, 99.30 feet to a 5/8" Rebar set; thence South 17°16'03" West, 198.54 feet to a 5/8" Rebar set; thence South 17°15'59" West, 199.88 feet to a 5/8" Rebar set; thence South 17°09'32" West, 300.54 feet to a 5/8" Rebar set; thence South 18°09'30" West, 200.75 feet to a 5/8" Rebar set; thence South 18°05'15" West, 200.75 feet to a 5/8" Rebar set; thence South 19°11'17" West, 301.12 feet to a 5/8" Rebar set; thence South 19°37'21" West, 200.74 feet to a 5/8" Rebar set; thence South 20°20'33" West, 301.11 feet to a 5/8" Rebar set; thence South 21°20'30" West, 634.62 feet to a 5/8" Rebar set; thence South 19°58'52" East, 30.81 feet to a 5/8" Rebar set; thence South 63°26'26" West, 30.81 feet to a 5/8" Rebar set; thence South 21°38'26" West, 321.00 feet to a 5/8" Rebar set; thence South 21°43'47" West, 500.00 feet to a 5/8" Rebar set; thence South 21°26'36" West, 200.00 feet to a 5/8" Rebar set; thence South 21°43'47" West, 800.00 feet to a 5/8" Rebar set; thence South 22°03'18" West, 176.21 feet to a 5/8" Rebar set; thence leaving the East right-of-way line of State Road #62 and running with a line 20.00 feet from and parallel to the Indiana Arsenal Security fence the following three (3) courses, South 38°18'58" East, 940.30 feet to a 5/8" Rebar set; thence South 05°38'08" East, 1273.71 feet to a 5/8" Rebar set; thence South 55°20'41" West, 1846.19 feet to a 5/8" Rebar set; thence North 66°22'16" West, 287.56 feet to a 5/8" Rebar set in the east right-of-way line of State Road 62; thence along the east right-of-way of State Road 62 the following thirteen (13) courses, South

19°04'47" West, 1346.83 feet to a 5/8" Rebar set; thence with a curve to the left, having a radius of 11373.63, an arc distance of 727.86 feet, a chord bearing of South 17°14'47" West and a chord distance of 727.73 feet to a 5/8" Rebar set; thence South 15°24'47" West, 973.37 feet to a 5/8" Rebar set; thence with a curve to the left, having a radius of 8509.37 feet, an arc distance of 1257.44 feet, a chord bearing of South 11°10'47" West and a chord distance of 1256.29 feet to a 5/8" Rebar set; thence South 07°13'16" West, 547.85 feet to a 5/8" Rebar set; thence with a curve to the right having a radius of 4668.99 feet, an arc distance of 1184.32 feet, a chord bearing of South 14°12'47" West and a chord distance of 1181.15 feet to a 5/8" Rebar set; thence South 21°28'47" West, 927.9 feet to a 5/8" Rebar set; thence with a curve to the right having a radius of 2401.95 feet, an arc distance of 994.95 feet, a chord bearing of South 33°20'47" West and a chord distance of 987.85 feet to a 5/8" Rebar set; thence South 45°12'47" West, 2406.80 feet to a 5/8" Rebar set; thence with a curve to the left having a radius of 2777.78 feet, an arc distance of 1081.14 feet, a chord bearing of South 34°03'47" West and a chord distance of 1074.33 feet to a 5/8" Rebar set; thence South 22°54'47" West, 4779.34 feet to a 5/8" Rebar set; thence with a curve to the left having a radius of 11374.88 feet, an arc distance of 1058.83 feet, a chord bearing of South 20°14'47" West and a chord distance of 1058.45 feet to a 5/8" Rebar set; thence South 17°34'47" West, 2063.77 feet to a 5/8" Rebar set; thence leaving the east right-of-way line of State Road 62 and with a chain link fence the following seven (7) courses, South 44°39'23" East, 24.68 feet to a Metal Post; thence South 15°22'15" East, 560.00 feet to a 5/8" Rebar set; thence South 67°07'57" East, 1079.52 feet to a Pinched Pipe found, passing through a Pinched Pipe found at 647.00 feet; thence North 70°25'33" East, 1287.54 feet to a Pinched Pipe found; thence South 57°03'53" East, 824.89 feet to a Pinched Pipe found; thence South 69°43'52" East, 797.53 feet to a Metal Post; thence North 52°04'58" East, 372.87 feet to the POINT OF BEGINNING.

The foregoing description is intended to include, whether specifically included by metes and bounds or not, land tracts identified as C, D1, D2, D3, G1, G2, J1, J2, L1 and L2 on the Map of the Indiana Army Ammunition Plan Land Tracts and QD Arcs included on page A-5 of this Exhibit as may be revised from time to time.

The foregoing description is intended to exclude, whether specifically included by metes and bounds or not, land tracts identified as A, B1, B2, E1, E2, F1, F2, F3, F4 and I on the Map of the Indiana Army Ammunition Plan Land Tracts and QD Arcs included on page A-5 of this Exhibit as may be revised from time to time.

All containing 5869.035 acres, more or less, and being subject to all legal rights-of-way and easements.

Less and Except:

1. The 2007 Declaration Parcels;
2. The 2012 Declaration Parcels;
3. The Directly Restricted Parcels;
4. The 2019 Declaration Parcels
5. Parcel 620

## **RESOLUTION NO. 52-2025**

### **A RESOLUTION GRANTING EXCEPTIONS FROM THE RRCC DEVELOPMENT STANDARDS FOR TRACT 20A**

**WHEREAS**, Scott Construction has submitted a development plan for the Tract 20A site located within the River Ridge Commerce Center (“RRCC”); and,

**WHEREAS**, Section VIII.A.1 of the RRCC Development Standards requires a minimum twenty five-foot (25’) landscape buffer along all street frontages; and,

**WHEREAS**, the development plan submitted by Scott Construction proposes a twenty-foot (20.00’) building setback as shown on attached Exhibit A; and,

**WHEREAS**, Section VIII.A.2 of the RRCC Development Standards stipulates a minimum fifteen-foot (15.00’) landscape buffer along all other property lines; and,

**WHEREAS**, the development plan submitted by Scott Construction proposes a ten-foot (10.00’) side yard landscape buffer area for a portion of the development as also shown on attached Exhibit A; and,

**WHEREAS**, the grant of exceptions to Sections VIII.A.1 and VIII.A.2 of the RRCC Development Standards is required before the submitted development plan for Tract 20A can be approved; and,

**WHEREAS**, RRDA staff has determined that the proposed exceptions will not be detrimental to the overall development of RRCC and recommends approval of these exceptions from the Development Standards for the Tract 20A development.

**NOW, THEREFORE, BE IT RESOLVED BY BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:**

The RRDA Board concurs with the staff recommendation and hereby approves the requested exceptions to Section VIII.A.1 and VIII.A.2 of the RRCC Development Standards for the Tract 20A site development. Pursuant to the grant of these exceptions, Scott Construction is permitted to construct with a street facing landscape buffer of twenty-feet (20.00’) and side yard landscape buffer of ten-feet (10.00’) as shown on attached Exhibit A.

**SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS  
TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE  
RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON SEPTEMBER 15, 2025.**

Attest: \_\_\_\_\_ Dr. Treva Hodges, President

Attest: \_\_\_\_\_ Brian Lenfert, Secretary/Treasurer

