

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	3/28/2018	Meeting Date:	4/2/2018
Contact Information:			
Requested by:	M. Richards		
On Behalf of Organization or Individual: City of Franklin			
Telephone:	317.736.3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E Monroe St, Franklin, IN 46131		
Describe Request:			
Request approval of Economic Development Agreement for improvements to the McDonald's north parking lot, and a temporary construction easement to provide access to the property. Agreement is between Franklin RDC, Franklin BPW&S, and McDonald's USA, LLC. Temporary construction easement is granted to Franklin BPW&S by McDonald's USA, LLC.			
List Supporting Documentation Provided:			
Agreement and Temporary Construction Easement			
Who will present the request?			
Name:	M. Richards	Telephone:	317.736.3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

ECONOMIC DEVELOPMENT AGREEMENT

by and between

Franklin Redevelopment Commission,

Franklin Board of Public Works and Safety,

and

McDonald's USA, LLC

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into effective this 20th day of March, 2018, by and between the City of Franklin Redevelopment Commission (the "RDC"), as the governing body of the City of Franklin Redevelopment District, the City of Franklin Board of Public Works and Safety ("City"), and McDonald's USA, LLC ("Company"), a Delaware limited liability company.

WITNESSETH:

WHEREAS, the City has proposed to make improvements to the Company's parking lot (the "Project") located along Paris Drive, at 2080 East King Street, Franklin, Indiana, (the "Property"), as more specifically described in "Exhibit A," consistent with the City's plan to improve vehicular movement, specifically along Paris Drive and generally along East Jefferson Street;

WHEREAS, with the Company's consent, the City intends to design and construct such improvements, with partial funding from the RDC; and

WHEREAS, the City and RDC have determined that the completion of the Project will promote the redevelopment and economic development of the unit, is of utility and benefit, and is in the best interests of the unit's residents, and, therefore, the City and RDC desire to contract with the Company to complete the Project; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Article I. RECITALS

Section 1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

Article II. MUTUAL ASSISTANCE

Section 2.01 Mutual Assistance. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, copies of which will be provided to all parties, as may be reasonably necessary or appropriate, from time to time, to carry out the Project consistent with the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent. Notwithstanding the foregoing, a request will not be considered reasonable if Company is asked to: (a) contribute financial resources toward the rehabilitation and repair of the Property or Project; and/or (b) waive rights to just compensation under any applicable laws for the limitation of access or the taking of other property rights affecting the Property that are outside the scope of the Project. Nothing herein is intended to alter Company's obligations set forth in Section 3.04, below.

Article III. PROJECT DEVELOPMENT

Section 3.01 Real Property Improvements. Subject to compliance with all applicable statutory requirements, the RDC intends to partially fund the rehabilitation and repair of the Property and Project by providing up to Two Hundred Fifty Thousand Dollars (\$250,000), either in advance of payment of same by the City or as reimbursement to the City if the City has paid for same. The City and the RDC agree that Company is not responsible for any portion of the funding for the Project.

Section 3.02 Temporary Construction Easement. The Company will grant immediately upon its execution of this Agreement a temporary construction easement to City to permit it to enter onto the property for purposes of making the improvements, the form and terms of which will be agreed to by the parties.

Section 3.03 Project Development. The City will commence the design and construction of the Project by no later than thirty (30) days following the execution of this agreement, which design and construction plans (the "Final Plans") will be subject to obtaining the consent of the Company, which consent will not be unreasonably withheld, conditioned or delayed. The City will complete construction and improvements of the Project in accordance with the Final Plans within six (6) months thereafter, subject to permitted delays provided for in Section 3.05 hereof. Completion of the Project will be deemed to have occurred by the City upon and completion of the improvements thereon in accordance with the Final Plans, and full operation of the parking lot.

Section 3.04 Post-Completion Duties. Upon completion of the Project, the Company will be responsible for maintaining the improvements as installed in good condition, ordinary wear and tear excepted. Further, Company will not make any material changes to the design or layout of the improved area for a period of five (5) years without first obtaining the consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. Further, the Company agrees to reimburse the City for the cost of the improvements in the event the

Company makes material changes to same without the City's consent during this five (5) years period. The parties agree to record a memorandum of this agreement in order to put interested persons on notice of the Company's obligations with respect to post-completion duties.

Section 3.05 Permitted Delays. Whenever performance is required of any party hereunder, such party will use all due diligence and take all reasonably necessary measures in good faith to perform; provided, however, that if completion of performance is delayed at any time by reason of acts of God (such as weather), war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty, unforeseen delays in obtaining licensing or permits or similar causes beyond the reasonable control of a party, then the time for performance as herein specified will be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which City or the RDC is entitled to delay its performance under this Agreement and (ii) City or RDC anticipates that such permitted delay will cause a delay in its performance under this Agreement, then City or RDC, as the case may be, agrees to provide written notice to the other parties of this Agreement of the nature and the anticipated length of such delay.

Section 3.06 Alternative Financing. If the RDC and City agree that an alternative form of financing the incentive would better accomplish the purposes of this Agreement, the terms of this Agreement will be amended to provide for such alternative financing.

Section 3.07 Risk of Work. The work performed by City will be at its risk, exclusively.

Section 3.08 Indemnity. The City will hold harmless and indemnify the Company, its lessees, licensees, employees, agents, contractors and assigns, and each of their lessees, licensees, employees, agents, contractors and assigns, against any and all claims, liabilities and costs (including, but not limited to reasonable attorney's fees) for injuries to any person and damage to any property arising out of, in connection with, or as a result or consequence of the Project, until such time as the Project is complete and Company's responsibilities begin as set forth in Section 3.04, herein. Notwithstanding the foregoing, the indemnity obligation of the City is limited by all limitations on liability available to the City as a political subdivision of the State of Indiana under the laws of the State of Indiana including the Indiana Tort Claims Act.

Article IV. AUTHORITY

Section 4.01 Actions. The RDC and City represent and warrant that each has taken or will take (subject to further proceedings required by law) such action(s) as may be required and necessary to enable it to execute this Agreement and to carry out fully and perform the terms, covenants, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

Section 4.02 Powers. The RDC and City and the Company represent and warrant that each has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform their respective obligations under this Agreement.

Article V. GENERAL PROVISIONS

Section 5.01 Time of Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 5.02 Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement will be deemed to be a breach of this Agreement, the party claiming such failure will notify, in writing, the party alleged to have failed to perform such obligation and will demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity, subject however to the compulsory non-binding mediation provided in Section 6.13, below.

Section 5.03 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the written mutual consent of the parties, and by the execution of said amendment by the parties or their successors in interest.

Section 5.04 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

Section 5.05 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 5.06 Construction and Interpretation of Agreement / Indiana Law. This Agreement will be construed in accordance with the laws of the State of Indiana. The parties agree that they and their attorneys have each reviewed this Agreement, and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party or parties will not be employed in the interpretation of this Agreement.

Section 5.07 Waiver Ineffective. No waiver, modification or amendment of any term, condition or provision of this Agreement will be valid or have any force or effect unless made in writing and signed by the parties.

Section 5.08 Notices. All notices and requests required pursuant to this Agreement will be deemed sufficiently made if delivered, as follows:

To Company: McDonald's USA, LLC
Attn: Director, US Legal Department #283
L/C: 013-0286
One McDonald's Plaza
Oak Brook, IL 60523

Effective after June 1, 2018 to Company: McDonald's USA, LLC
Attn: Director, US Legal Department #283
L/C: 013-0286
110 N Carpenter St
Chicago IL 60607-2101

With a copy to: McDonald's USA, LLC
Attn: Kevin Zimny
250 West 96th Street Suite 500
Indianapolis, Indiana 46260

To the RDC: Franklin Redevelopment Commission
70 East Monroe Street
Franklin, IN 46131

To the City: Franklin Board of Public Works and Safety
70 East Monroe Street
Franklin, IN 46131

or at such other addresses as the parties may indicate in writing to the other either by nationally recognized overnight courier or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices will be deemed effective on the third day after mailing.

Section 5.09 Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

Section 5.10 Assignment / Transfer. The rights and obligations contained in this Agreement may not be assigned by the parties, or any affiliate thereof without the express prior written consent of the other parties. Any assignment made is binding upon the assignees. Notwithstanding the foregoing, Company may assign the rights and obligations to a parent corporation or wholly owned subsidiary without the express prior written consent of the other parties. Further, this provision is not intended to in any way limit Company's right to assign the rights and obligations of this Agreement pursuant to a franchise agreement in conjunction with the operation of a McDonald's restaurant on the Property.

Section 5.11 No Third-Party Beneficiaries. Except as otherwise stated expressly here, this Agreement will be deemed to be for the benefit solely of the parties hereto and will not be deemed to be for the benefit of any third-party.

Section 5.12 Effective Date. Notwithstanding anything herein to the contrary, this Agreement will not be effective until all parties hereto have executed this Agreement and the RDC has approved or ratified this Agreement at a public meeting.

Section 5.13 Submission of Disagreements to Mediation. In the event the parties disagree as to any material matter (such as, but not limited to, whether a default has occurred, whether one party has a duty to act or a duty to refrain from acting, or whether an ambiguity exists as to the scope and terms of the parties' agreements), the dispute will be submitted to non-binding mediation under the Indiana Rules of Alternative Dispute Resolution.

Section 5.14 No Joint Venture or Partnership. Nothing contained in this Agreement will be construed as creating either a joint venture or partnership relationship between the RDC and Company, or any affiliates thereof. Neither RDC nor Company is the agent of the other.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

FRANKLIN REDEVELOPMENT COMMISSION

By: Robert D. Heuchan
Robert D. Heuchan, President

MCDONALD'S USA, LLC

By: _____

FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY

By: _____
Mayor Steve Barnett

By: _____
Bob Swinehammer

By: _____
Lisa Jones

Attest: _____
Jayne Rhoades, Clerk-Treasurer

THIS DOCUMENT IS NOT TO BE RECORDED FOR ANY PURPOSE

City, State: Franklin, IN
Address: 2080 E King Street
L/C: 013-0286
File: 08324

**TEMPORARY CONSTRUCTION EASEMENT
AND GRANTEE'S WORK AGREEMENT**

This Temporary Construction Easement and Grantee's Work Agreement ("**Agreement**") is dated as of the _____ day of _____, 2018, and is made by and between the City of Franklin Board of Public Works and Safety ("Grantee"), and McDonald's USA, LLC ("Grantor"), a Delaware limited liability company.

R E C I T A L S

A. Grantor is the owner of the property legally described on Exhibit A attached and the improvements located on such property ("**Grantor's Property**").

B. Grantee has requested and Grantor has agreed to grant and convey a temporary construction easement upon, over, and across portions of Grantor's Property, as legally described on Exhibit B attached, and as further depicted on Exhibit C attached (known as the "**Construction Easement Area**") for the purpose of performing Grantee's Work as more specifically defined in Section 3 of this Agreement.

Now, therefore, in consideration of the mutual covenants set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The Recitals above are incorporated by this reference as agreements of the parties, binding as a part of this Agreement as if fully set forth in this Section 1.

2. Grant of Temporary Construction Easement. Grantor grants and conveys to Grantee a non-exclusive temporary construction easement (the "**Temporary Construction Easement**"), subject to matters of record and that a survey would reveal, upon, over, and across the Construction Easement Area for the purpose of performing Grantee's Work.

3. Grantee's Work. Grantee will perform the following work within the Temporary Construction Easement Area:

asphalt excavation, common excavation, curb removal, curb installation, hot mix asphalt patching, hot mix asphalt resurfacing, installation of pavement markings, landscaping and all other necessary work as described in the Bid Documents and Specifications,

including any restoration work required to be performed by Grantee pursuant to Section 5f (collectively, "**Grantee's Work**").

4. Term. This Temporary Construction Easement will commence on May 15, 2018 and will automatically expire and terminate upon the earlier to occur of: (i) November 30, 2018, or (ii) the date upon which Grantee's Work is completed (the "**Term**").

5. Grantee's Work and Use of Construction Easement Area.

a. Grantee's Covenants and Warranties. Grantee covenants and warrants as follows: (i) that it will secure and to provide copies to Grantor of all necessary governmental and third party permits and approvals to undertake and complete Grantee's Work; (ii) that it will perform Grantee's Work at its sole cost and expense, and in a professional, good and workmanlike manner in conformance with customary engineering and construction practices, and in compliance with all applicable regulations and any agreements of record affecting Grantor's Property; and (iii) that Grantee's Work will fully conform and comply with the construction plans, specifications, drawings, and schedule attached as Exhibit D (the "**Final Plans**"), which Final Plans are approved by Grantor. Grantee will not modify the Final Plans without Grantor's prior written approval, which approval Grantor may grant or deny in its sole discretion. Grantor makes no representation regarding the adequacy of the Final Plans or their compliance with any applicable laws or codes. It will remain Grantee's responsibility to confirm such adequacy or compliance. In addition, Grantee will give Grantor written notice pursuant to Section 10 of the date upon which Grantee intends to commence Grantee's Work at least 10 days prior to the commencement of Grantee's Work.

b. No Grantee Interference. Grantee will perform Grantee's Work in such a manner so as to not affect the visibility of or access to Grantor's Property, or adversely affect the business and operation on Grantor's Property, including without limitation, its drive-thru operation. Grantee will not interfere with any utility lines, facilities, or easements within the Construction Easement Area or elsewhere on Grantor's Property. Grantee will separate the Construction Easement Area by cones or by other appropriate construction safety barriers while Grantee performs Grantee's Work, and will not block or interfere with the access drives or drive-thru lanes on Grantor's Property.

c. No Grantee Storage. Grantee will not park on or store any construction vehicles, equipment or materials overnight on the Construction Easement Area or on Grantor's Property. Grantee will not move, remove, or demolish any of Grantor's signs, access drives, curbing, or other improvements located within the Construction Easement Area or elsewhere on Grantor's Property, except as shown in the Final Plans or as otherwise agreed to in writing by Grantor.

d. No Grantee Liens. Grantee will perform all of Grantee's Work at its sole cost and expense, and will not allow any mechanics' or other lien to be placed on Grantor's Property. If any lien arises, Grantee will fully discharge the lien at its expense no later than 15 days after the lien is filed and will promptly send written notice to Grantor, along with a copy of the recorded release or other proof in a form acceptable to Grantor that the lien was discharged.

e. No Hazardous Substances. Grantee agrees that it will not bring any hazardous substances in, on or under the Construction Easement Area or Grantor's Property, or cause any release of hazardous substances in, on, under or from the Construction Easement Area or Grantor's Property. Grantee further represents that if it introduces, releases, contacts or discovers

any hazardous substances on, above, or below the Construction Easement Area or Grantor's Property in connection with its activities, it will promptly notify Grantor.

f. Restoration of Property. Grantee covenants and agrees to: (i) restore, immediately after Grantee completes Grantee's Work and prior to the expiration or earlier termination of this Agreement, the Construction Easement Area to the same or better condition as it existed before Grantee began Grantee's Work (except to the extent approved on the Final Plans), and to a safe condition, and (ii) remove all of its equipment, materials, tools, trash and debris from the Construction Easement Area. Grantee will repair any damage that occurs to the Construction Easement Area or to Grantor's Property arising out of, related to, or as a consequence of Grantee's Work.

6. Indemnification. Grantee will hold harmless, indemnify and defend Grantor and its affiliates, and their respective lessees, franchisees, licensees, employees, agents, personal representatives, contractors, and any of their respective successors and assigns (collectively, the "**Grantor's Parties**") against any and all claims, demands, losses, liabilities, costs, fines, penalties, expenses, damages, including economic, direct, indirect and consequential damages, suits, liens, causes of action and judgments (including, but not limited to attorney's fees) (collectively, the "**Claims**") arising out of, or in any way related to, or in connection with, or as a result or consequence of: (i) Grantee's Work; (ii) any acts, errors or omissions by Grantee and/or its employees, agents, personal representatives, contractors or subcontractors, and any of their respective successors and assigns, or any other person acting directly or indirectly through or under Grantee (collectively, the "**Grantee's Parties**"), and for subrogation actions initiated by Grantee or Grantee's workers' compensation insurance carrier, and for any other matter based on Grantee's workers' compensation insurance; (iii) any actual or alleged violation of applicable laws, regulations, ordinances, administrative orders or rules; (iv) any actual or alleged breach by Grantee and/or Grantee's Parties of any of their representations, warranties and/or obligations in this Agreement; (v) the entry upon and/or use of Grantor's Property or the Construction Easement Area by Grantee and/or Grantee's Parties; and (vi) any other acts by Grantee and/or Grantee's Parties pursuant this Agreement. This indemnification is intended to be applicable to acts, errors, and omissions that occur during the construction of the project and will terminate when the construction of the project is complete.

7. Release. Grantee will enter upon the Construction Easement Area and conduct Grantee's Work at its sole risk, cost and expense. Grantee waives and relinquishes any and all Claims related to the subject matter of this Agreement now or hereafter arising in Grantee or any of Grantee's Parties occasioned by, directly or indirectly, the condition of Grantor's Property and the Construction Easement Area, or any other facts or occurrences with respect to Grantee's conduct under this Agreement. Grantee also agrees and acknowledges that Grantor makes no representations or warranties as to the condition of the Construction Easement Area or Grantor's Property.

8. Insurance.

(a) Grantee will procure and maintain and will cause its consultants, contractors and subcontractors to procure and maintain in force during the Term the insurance coverages described below, which insurance will be placed with insurance companies rated A VIII or better

by the current edition of Best's Key Rating Guide, authorized to do business in the state in which Grantor's Property is located, and approved in advance in writing by Grantor.

(i) Commercial General Liability Insurance (with coverage and terms comparable to an ISO CG-0001 form) against all claims and suits for personal and bodily injury, products and completed operations liability, and property damage arising out of Grantee's Work or operation on or use of Grantor's Property, or caused by the negligence or other misconduct of Grantee or Grantee's Parties in an amount not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the general aggregate.

(ii) Workers' Compensation Insurance, with statutory benefits and limits compliant with applicable state law, and Employer's Liability Insurance with limits of \$1,000,000.00 per accident covering Grantee and Grantee's employees.

(iii) Business Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with have coverage of not less than \$1,000,000.00 for bodily injury and property damage for each accident.

(iv) Any insurance coverage required by law, /or governmental agency, and/or any agreements of record affecting Grantor's Property with respect to the performance of Grantee's Work.

(b) As to the policies identified in Section 8(a) above, Grantor, McDonald's USA, LLC, ***[insert franchisee entity and individual franchisees]*** (the McDonald's restaurant store owner/operator), and their respective successors and assigns, as well as any other person or entity designated by Grantor, will be named as additional insureds as their interests may appear. These policies will be primary insurance for all additional insureds. All policies will be endorsed to provide a waiver of rights of subrogation in favor of the additional insureds. Before commencing Grantee's Work or entering upon the Construction Easement Area, Grantee will furnish evidence to Grantor of the required insurance in the form of certificates of insurance.

(c) Grantee will neither allow the required insurance coverages to lapse, nor decrease the insurance coverage to levels below those required under this Section 8.

9. **Default.** If there is a failure by Grantee to perform, fulfill or observe any agreement or obligation contained within this Agreement, to be performed, fulfilled or observed by it which failure is not cured within 15 days after notice from Grantor, or immediately after notice from Grantor, in situations involving potential danger to the health or safety of persons in, on or about the Construction Easement Area or Grantor's Property, or substantial deterioration of the Construction Easement Area or Grantor's Property, then Grantor will be entitled to: (1) terminate this Agreement; (2) seek specific performance; (3) exercise any other remedies available at law or in equity against Grantee and/or Grantee's Parties; and/or (4) cure such failure or breach on behalf of Grantee with notice to the City with an opportunity to cure. The exercise of any or all remedies in this Section will not preclude the exercise of any other remedies.

Notice. All notices under this Agreement will be in writing and sent by U.S. certified mail return receipt requested or nationally recognized overnight courier. If intended for Grantee, the notice will be sent to 70 East Monroe Street, Franklin, IN 46131, and if intended for Grantor, the

notice will be sent to One McDonald's Plaza, Oak Brook, Illinois 60523, Attn: Director, U.S. Legal Dept. #283, L/C: 013-0286 with a copy to McDonald's USA, LLC, 250 West 96th Street Suite 500, Indianapolis, Indiana 46260, L/C: 013-0286, Attn: Kevin Zimny. Effective after June 1, 2018, if intended for Grantor, the notice will be sent to 110 N Carpenter St, Chicago IL 60607-2101, Attn: Director, U.S. Legal Dept. #283, L/C: 013-0286.

10. Any party may lodge a change of address by sending notice of such change to the other party in the manner provided under this Section. Each notice will be deemed to have been given at the time it is deposited in the United States Mail or with the overnight courier.

11. Survival of Obligations. Grantee's obligations under this Agreement are for the time the project is being performed and completed.

12. No Grantor's Expense. Neither Grantor nor Grantor's Parties are required to perform any activity or incur any expense for any purpose under this Agreement, except as otherwise expressly stated in this Agreement.

13. Captions. Captions to the sections in this Agreement are included for convenience only and do not modify any of the terms of this Agreement.

14. Binding Effect. The easement and the rights and obligations granted herein will run with and bind Grantor's Property for the Term, and will inure to the benefit of and bind Grantee and its successors, assigns, agents, employees, contractors, subcontractors and personal representatives during the Term.

15. Severability. If any one or more of the provisions set forth in this Agreement is held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such provision never existed.

16. No Waiver. No waiver by Grantor of any term, covenant or condition under this Agreement will be effective or binding upon Grantor unless given in the form of a written instrument signed by Grantor, and no such waiver will be implied from any omission by Grantor to take action with respect to such term, covenant or condition.

17. Waiver of Trial By Jury. Grantor and Grantee each knowingly, voluntarily and intelligently waive any rights that it may have to a trial by jury with respect to any lawsuit based on this Agreement, or arising out of, under, or in connection with, this Agreement or any course of conduct, course of dealing, statements (oral or written) or actions of Grantor and Grantee respectively in connection with this Agreement. This provision is a material inducement for Grantor and Grantee, respectively, to enter into this Agreement.

10. Authorization to Sign. Grantor and Grantee each represent and warrant that the individual signing this Agreement on their behalf is duly authorized to enter into this Agreement and to execute and legally bind such party to it.

11. Anti-Terrorism Representation and Warranty. Grantor and Grantee each represent and warrant that neither they nor the officers and directors controlling Grantor and Grantee,

respectively, are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees that in the event of a breach of this provision or any applicable law relating to the subject of this provision, the non-breaching party may take such action as may be necessary in order to comply with this provision and/or the applicable law, including, but not limited to, terminating this Agreement.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered will be deemed to be an original, and all of which, taken together, will constitute one and the same instrument.

13. Exhibits. This Agreement includes the following Exhibits, which are an integral part of this Agreement and are fully incorporated by reference:

- Exhibit A – Legal Description of Grantor's Property
- Exhibit B – Legal Description of Construction Easement Area
- Exhibit C – Depiction of Construction Easement Area
- Exhibit D – Final Plans

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, Grantor and Grantee have caused this Agreement to be executed on the date first set forth above.

GRANTOR:

McDONALD'S USA, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

GRANTEE:

City of Franklin Board of Public Works and Safety

By: _____

Name: Steve Barnett

Title: Mayor

By: _____

Name: Robert Swinehamer

Title: Member

By: _____

Name: Melissa Jones

Title: Member

EXHIBIT A

Legal Description of Grantor's Property

(see attached)

Grantor's property is described as the Warranty Deed for the parcel on Book 241, Page 412, excepting the portion of the parcel acquired from McDonald's Corporation for Public Right-of-Way as described on the "Dedication of Public Right-of-Way" document 2018-001636. Both the Warranty Deed and the Dedication of Public Right-of-Way are attached.

13730

WARRANTY DEED

THIS INDENTURE WITNESSETH, that JAMES BONER YOUNG ("Grantor") of Johnson County, in the State of Indiana, CONVEYS AND WARRANTS to McDONALD'S CORPORATION ("Grantee"), a Delaware corporation with offices at McDonald's Plaza, Oak Brook, DuPage County, Illinois, for the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Johnson County, in the State of Indiana:

A part of the East half of the Southwest Quarter of Section 18, Township 12 North, Range 5 East of the Second Principal Meridian, Franklin, Needham Township, Johnson County, Indiana, described as follows:

Commencing at the Northeast corner of said East half quarter section; thence South 00 degrees 40 minutes 45 seconds East (State Highway Bearing) on and along the East line of said East half quarter section 1060.84 feet (Measured) (1061.91 State Highway Distance) to the North right-of-way line of the Frontage Road which lies along the North side of Highway I-65 and State Road 44 project I-65-3(95) 85; thence South 88 degrees 47 minutes 15 seconds West (South 88 degrees 56 minutes 15 seconds West, deed) on and along the said North right-of-way line 270.63 feet (deed and measured distance) to an iron pin set at a bend in the said North right-of-way line, said point being 50 feet from the North of the North Limited Access Right-of-Way line of said highway and marking the PLACE OF BEGINNING of this described tract:

Thence continuing South 88 degrees 47 minutes 15 seconds West 65.54 feet to an iron pin set;

Thence Southwesterly parallel to and 50 feet from said Limited Access Right-of-Way Line 225.42 feet on an arc of a curve to the left to an iron pin set, which curve has a radius of 21,627.92 feet, and a total delta angle of 01 degree 06 minutes 00 seconds and a total length of 415.22 feet, said arc being subtended by a chord having a bearing of South 88 degrees 29 minutes 20 seconds West and a chord length of 225.42 feet;

Thence North 00 degrees 40 minutes 45 seconds West 581.71 feet to an iron pin set;

Thence North 88 degrees 47 minutes 15 seconds East 300.00 feet to an iron pin set;

Thence South 00 degrees 40 minutes 45 seconds East 580.54 feet to an iron pin set on the said North right-of-way line of said Frontage Road;

Thence South 88 degrees 47 minutes 15 seconds West on and along said North right-of-way line 9.05 feet to the PLACE OF BEGINNING containing four (4) acres, more or less, (174,240 square feet), together with all easements, rights and appurtenances, all buildings and improvements now located on the property, and all of Grantor's rights, title and interest in all public ways adjoining the property.

Subject to taxes for 1987 due and payable in 1988, and all subsequent taxes which the Grantee agrees to assume to pay.

IN WITNESS WHEREOF, Grantor has executed this deed this
20th day of October, 1986.

Signature James Boner Young (Seal)
Printed: James Boner Young

STATE OF INDIANA
COUNTY OF JOHNSON

)
) SS:

Before me, a Notary Public in and for said County and State,
personally appeared James Boner Young who acknowledged the
execution of the foregoing Warranty Deed, and who, having been
duly sworn, stated that any representations therein contained are
true.

Witness my hand and Notarial Seal this 20th day of
October, 1986.
SEAL, Commission Expires:
April 3, 1987
INDIANA

Signature Beverly D. Matherly
Printed Beverly D. Matherly

Notary Public Residing in Johnson
County, Indiana.

This instrument was prepared by Robert D. Schafstall, attorney at
law.

Duly entered for taxation
Oct. 20 1986
Shelly D. Wagon
AUCTION OF JOHNSON CO.

OCT 20 4 13 PM '86

RECEIVED FOR RECORD
BOOK 241 PAGE 412
S. KATHRYN PITTS
JOHNSON COUNTY RECORDER

FILED
SUBJECT TO FINAL ACCEPTANCE

JAN 23 2018

Ronald J. Burton
AUDITOR, JOHNSON COUNTY

2018-001636
RECORDED ON
01/23/2018
2:05:10 PM
JILL L JACKSON
JOHNSON COUNTY
RECORDER
REC FEE: 25.00
PAGES: 5

DEDICATION OF PUBLIC RIGHT-OF-WAY

Parcel #41-07-18-031-001.000-018

The undersigned, City of Franklin ("Grantor"), in exchange for valuable consideration, the receipt and legal sufficiency of which the Grantor acknowledges, grants, dedicates, and conveys to the City of Franklin, Indiana, and its successors and assigns ("Grantee"), a fee simple perpetual public right-of-way as specified in the Grant of Right-of-Way Description identified in the attached Exhibit "A", and which is schematically shown on the attached Exhibit "B", relative to real property commonly known as Southwest quadrant of Paris Drive Roundabout, City of Franklin, Johnson County, Indiana, 46131.

See Instrument Number 2016-007814 for reference.

The undersigned certifies and warrants that:

- 1) no Indiana gross income tax is due or payable by reason of this conveyance;
- 2) all conditions precedent to said dedication have been satisfied and/or waived;
- 3) the undersigned is the owner in fee simple of the above-referenced real property; and
- 4) authorized to execute this instrument on Grantor's behalf.

This Dedication of Public Right-of-Way is binding upon and insures to the benefit of the Grantor, its heirs, executors, administrators, personal representatives, successors and assigns, and Grantee and its successors and assigns, and constitutes a covenant running with the land.

IN WITNESS WHEREOF, the undersigned have set their hand(s), this 22ND day of JANUARY, 2018.

By: *Steve Barnett*
Signed Name
Steve Barnett
Printed Name
Mayor
Title

Sales Disclosure NOT Required
Johnson County Assessor

NOTARY ACKNOWLEDGEMENT

State of Indiana)

SS:

County of Johnson)

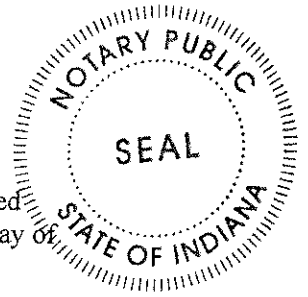
Before me, a Notary Public for the County and State above-referenced, personally appeared Steve Barnett, Mayor and acknowledged the execution of this instrument this 22nd day of January, 2018.

My commission expires: 9-26-23

Julia Hunt Spate
Signed, Notary Public

My county of residence: Johnson

Julia Hunt Spate
Printed, Notary Public



IN WITNESS WHEREOF, the GRANTEE has caused this instrument to be executed in its corporate capacity by its duly qualified and acting Board of Public Works and Safety, consisting of Steve Barnett, Mayor, Melissa L. Jones, Member, and Bob Swinehamer, Member, all of whom say that they are the duly qualified and acting members of the Board of Public Works and Safety of the City of Franklin, Indiana, and as such are empowered to accept the above and foregoing dedication,

Signed this 22 day of January, 2018.

CITY OF FRANKLIN, INDIANA
BOARD OF PUBLIC WORKS AND
SAFETY

Steve Barnett

Steve Barnett
Mayor and Member

Melissa L. Jones

Melissa L. Jones, Member

Bob Swinehamer

Bob Swinehamer, Member

ATTEST:

Jayne Rhoades

Jayne Rhoades
Clerk-Treasurer

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Signed Joanna M. Myers

Prepared by:
Joanna M. Myers, Senior Planner
City of Franklin - Department of Planning & Engineering
70 E. Monroe Street
Franklin, IN 46131

EXHIBIT "A"

Project:

Parcel: 4

~~Tax Key No. 41-07-18-031-000-001-018~~

Sheet 1 of 1

WD-1

Fee Simple

Part of the East Half of the Southwest Quarter of Section 18, Township 12 North, Range 5 East of the Second Principal Meridian, Franklin County, Indiana and being that part of the grantors' land depicted on attached Right of Way Parcel Plat marked as Exhibit "B", described as follows:

Commencing at the Northeast corner of said Half Quarter Section, said point being designated as "429" on said parcel plat; thence South 00 degrees 19 minutes 24 seconds East 1060.85 feet along the east line of said Half Quarter Section; thence South 89 degrees 08 minutes 36 seconds West 261.59 feet to the grantor's southeast corner; thence North 00 degrees 19 minutes 24 seconds West 447.84 feet along the grantor's east line to the point of beginning; thence South 89 degrees 37 minutes 19 seconds West 14.20 feet to point "432" as designated on said parcel plat; thence North 19 degrees 40 minutes 05 seconds West 105.95 feet to point "433" as designated on said parcel plat; thence North 55 degrees 32 minutes 26 seconds West 56.08 feet to the grantor's north line; thence North 89 degrees 08 minutes 36 seconds East 95.36 feet along the grantor's north line to the northeast corner thereof; thence South 00 degrees 19 minutes 24 seconds East 132.83 feet along the grantor's east line to the point of beginning, containing 0.127 acres, more or less.

This description was prepared for the City of Franklin, Indiana by Benson G. Hinshaw, Professional Surveyor Number 29500009, on the 6th day of January, 2016.

This description was written from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey.

I hereby certify to McDonald's Corporation that the above metes and bound description was created from the points shown on Exhibit "B", and that the station calls on said exhibit are the same as the metes and bounds description.



Benson G. Hinshaw

EXHIBIT "B"

SHEET 1 OF 2

PARCEL PLAT

PREPARED FOR THE CITY OF FRANKLIN, INDIANA

PARCEL: 4
 PROJECT:
 PARIS DRIVE
 COUNTY: JOHNSON
 SECTION: 18
 TOWNSHIP: 12 N
 RANGE: 5 E

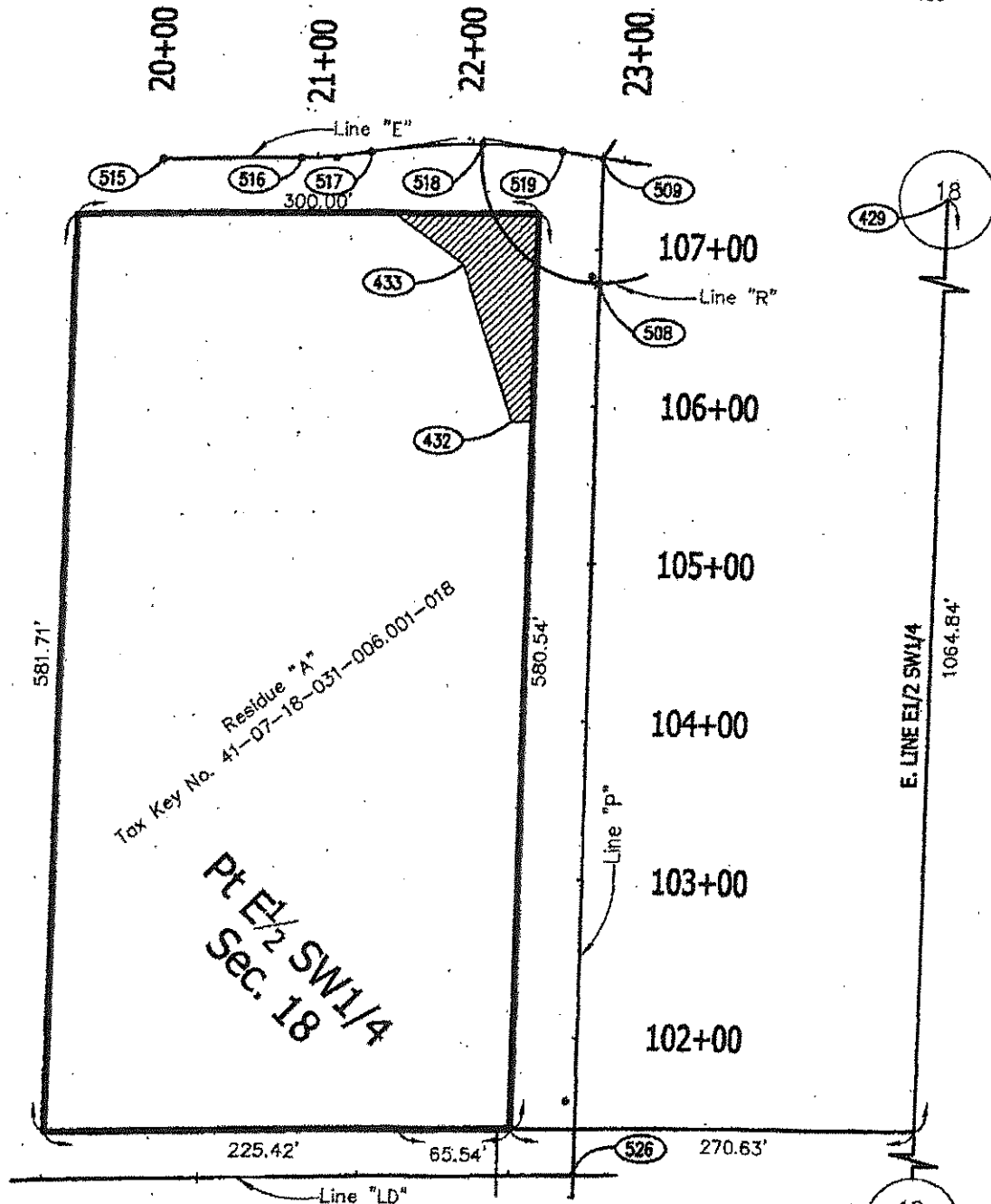
OWNER: MCDONALD'S CORPORATION
 DEED RECORD: 241 PAGE 412
 DATED: 10/20/1986

DES. NO.:
 DRAWN BY: J.F. HINES
 CHECKED BY: B.G. HINSHAW

 Hatched area is the approximate taking.

Dimensions shown below are from the above listed record documents.
 Centerline stationing tic marks are shown at 100 foot intervals.

0' 100' 200'
 SCALE: 1" = 100'



This plat was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey.

EXHIBIT "B"

SHEET 2 OF 2

PARCEL PLAT

PREPARED FOR THE CITY OF FRANKLIN, INDIANA

PARCEL: 4
 PROJECT:
 PARIS DRIVE
 COUNTY: JOHNSON
 SECTION: 18
 TOWNSHIP: 12 N
 RANGE: 5 E

OWNER: MCDONALD'S CORPORATION
 DEED RECORD: 241 PAGE 412
 DATED: 10/20/1986

DES. NO.:
 DRAWN BY: J.F. HINES
 CHECKED BY: B.G. HINSHAW

POINT REFERENCE TABLE (ENGLISH UNITS)					
(NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES)					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
429	*	*	*	*	*
430	*	*	*	*	*
432	"P"	105+90.00	55.00' Lt.	43216.602	28837.809
433	"P"	106+90.00	90.00' Lt.	43316.389	28802.150
515	*	*	*	*	*
516	*	*	*	*	*
517	*	*	*	*	*
518	*	*	*	*	*
519	*	*	*	*	*
509	*	*	*	*	*
508	*	*	*	*	*
526	*	*	*	*	*

* See "Location Control Route Survey Plat"

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument No. 2015-029796 in the Office of the Recorder of Johnson County, Indiana, (incorporated herein and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

First Group
 Engineering + Inc.
 5925 Lakeside Blvd.
 Indianapolis, Indiana
 Phone (317) 290-9549

Benson G. Hinshaw
 Benson G. Hinshaw
 Reg. Land Surveyor No. 29500009
 State of Indiana

1/6/2016
 Date



EXHIBIT B

Legal Description of Construction Easement Area

(see attached)

EXHIBIT C

Depiction of Construction Easement Area

(see attached)

EXHIBIT D

Final Plans

(see attached)