

**STATEMENT OF MODIFICATION OR TERMINATION  
OF COVENANTS OR COMMITMENTS**

**COVENANTS OR COMMITMENTS MODIFYING OR TERMINATING EXISTING COVENANTS OR  
COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN  
CONNECTION WITH AN APPROVAL PETITION, REZONING OF PROPERTY, A VARIANCE PETITION  
OR SPECIAL EXCEPTION PETITION**

In accordance with I.C. 36-7-4-918.8 and I.C. 36-7-4-1015, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following modification(s) or termination(s) of covenants or commitments concerning the use and development of that parcel of real estate:

**Legal Description:**

*See Attachment "B"*

**Statement of MODIFICATION OR TERMINATION of Covenants or Commitments:**

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
2. Site Plan Generally. Subject to the language in Paragraph 3 below, development of the Property shall be in substantial conformance with the site plan filed in this modification of commitments matter on January 2, 2026, and attached hereto as Attachment "C" ("Site Plan"). The maximum buildings sizes and general locations of Buildings 1, 2, 3, 4, 5, and 6 described in the Site Plan shall coincide with those set forth therein. The Administrator shall have the authority to approve any minor or non-substantial deviations therefrom. Notwithstanding the foregoing, Owner shall have the unilateral right to reduce the size of any building or increase the size of Building 2 set forth on the Site Plan.  
Additionally, the maximum height of the buildings set forth on the Site Plan, including rooftop equipment and parapets, shall be as follows:
  - (a) Buildings 1, 3 and 4: Forty-four feet (44'); and
  - (b) Buildings 2, 5, and 6: Forty-two feet (42').Notwithstanding the foregoing Site Plan requirements, the southwest corner of the site currently

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shown as open space on the Site Plan may be developed in the future consistent with the I2 uses and development standards as outlined in the Consolidated Zoning/Subdivision Ordinance.

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3. Additional Site Plan and Development Requirements.

- (a) Sidewalks. In addition to the sidewalks required by ordinance, development of the Property shall include an internal sidewalk network for the purpose of connecting the buildings on site to each other. The sidewalks should be a minimum of 5' in width.
  - (b) Outdoor Amenities. Commensurate with the occupancy of each building constructed on the Property, outdoor amenities (i.e. picnic areas and fitness stations) for the employees of businesses located at the Property shall be constructed.
  - (c) Loading Docks. There shall be a maximum aggregate number of loading docks at the Property equal to the ratio of 1 per 5000 square feet of the total main floor area of all buildings then constructed plus those for which structural or improvement location permits have been requested for development of the Property. The distribution or location of the docks between and among the various buildings at the Property is at the sole discretion of the Owner. Additionally, all loading docks shall be situated on only one side of any building, and shall face toward the interior of the Property as shown on Site Plan.
  - (d) Truck Parking. There shall be a maximum aggregate number of truck parking spaces at the Property equal to the ratio of 1 per 7000 square feet of the total main floor area of all buildings then constructed plus those for which structural or improvement location permits have been requested for development of the Property. These parking spaces shall be for the combined use of semis, delivery trucks and delivery vans. The distribution or location of the truck parking spaces at the Property is at the sole discretion of the Owner.
  - (e) Elevations. The office-flex buildings constructed on the Property shall be in general conformance with the front façade design elements depicted in the illustrative building elevation filed in the rezoning matter on December 14, 2020. Notwithstanding the foregoing, the long side of the office-flex buildings opposite the dock side shall have a visual break not more than every 150'. The color scheme may be modified from said illustrative building elevation, but shall be uniform throughout the office-flex portion development of the Property. The Administrator shall have the authority to approve any minor or non-substantial deviations therefrom.
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4. Landscaping.

- (a) Administrator Approval. All landscaping and buffering proposed for the Property shall be materially consistent with the Site Plan and otherwise comply with the Landscaping and Screening
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requirements of the Consolidated Zoning/Subdivision Ordinance of the City of Indianapolis. Prior to filing for an improvement location permit related to the development of the Property, a final landscape plan shall be submitted for Administrator approval. Simultaneous to said submission to the Administrator, a courtesy copy of said final plan shall be provided to the Decatur Township Civic Council Land Use Committee Chairperson for review.

- (b) Mounding. The final landscape plan shall include:
- (i) a mound of at least thirteen feet (13') at its apex, along Camby Road between the western border of the Building 2 parcel shown on the Site Plan and the existing transmission line easement. Among other potential plantings, double staggered rows of evergreen trees shall be planted along the top of said mound so that at maturity, they form a healthy, visual screen.
  - (ii) a mound of at least five feet (5') at its apex, east of the existing transmission line easement and south of the retention pond identified on the Site Plan, topped with a solid wood or similar material fence of such height that the combined height of the mound and fence is at least thirteen feet (13'). Additionally, as soon as is practical, a single row of plant materials will be installed between this mound and the Camby Road right of way in an effort to increase the visual screening created by the aforementioned mound and fence, and
  - (iii) a mound of at least eight feet (8') at its apex within the transitional yard abutting the property having a common address of 7740 Camby Road.
- (c) Transitional Yards. There shall be a minimum of a one hundred foot (100') transitional yard along Camby Road, and a seventy-five foot (75') transitional yard on the area of the Property that abuts the property having a common address of 7740 Camby Road as depicted on the Site Plan.
- (d) Maintenance and Replacement. Owner shall maintain and replace as needed landscaping at the Property. Substantially damaged, irreparably sick or dead plantings shall be replaced by the Owner with the same species, or a species with similar characteristics, within three (3) months or if not possible, advisable or practical due to weather or season, as soon as is practical thereafter. Owner shall maintain in good repair all fences. Fences that are damaged, broken, or contain failing paint shall be repaired, replaced or refinished as needed.
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5. Additional Infrastructure Requirements; Right of Way Dedication.

- (a) Camby Road. There will be no direct vehicular access to the Property from Camby Road.
  - (b) Camby Road Sidewalks. Owner shall install sidewalks on the north side of Camby Road abutting the Property. The sidewalks shall be installed no later than the earliest date when the site work related to development of the first of Building 2, Building 5, or Building 6 described in the Site Plan.
  - (c) Future Sewer Connection. Prior to the grant of an improvement location permit or structural
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permit for Building 5, the Owner shall engage and collaborate with the residential neighbors on the south side of Camby Road opposite the Property to ascertain interest in extending a sanitary sewer line to the south side of Camby Road and to identify potential means of accomplishing said extension that would be available to the residential homeowners for connection at their own costs. Notwithstanding the foregoing, nothing in this commitment requires the Owner to extend a sewer line outside of the Property but rather a commitment to identify possible ways in which the extension of a sanitary sewer line to homeowners south of Camby Road can be accomplished.

(d) Future Dedication for Camby Road and Trotter Road. Owner agrees, at the request of the City of Indianapolis, to dedicate at no cost:

(i) a maximum of 20'6" of the Property adjacent to the Trotter Road right of way for the sole purposes of future extension of Trotter Road north of Camby Road, and

(ii) a maximum of 25' of the Property adjacent to the Camby Road right of way for the sole purposes of future widening of Camby Road.

(e) Continued Collaboration. Owner agrees to continue to discuss and collaborate with the district City-County Councilor, Decatur Township Trustee, and Decatur Township Civic Council possible incentive opportunities that could potentially benefit the community and the Owner and the office-flex project outlined above.

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6. Office Flex Development. The office flex portion of the development proposed for the Property will align with the Indy region's core, clustered economic activities generally identified in the 2015 Central Indiana region's Comprehensive Economic Development Strategy (CEDS), with particular marketing focus on life sciences, light manufacturing, research and development, biotech, and food and beverage businesses. These uses may include light distribution related to these business sectors but not include transshipping or third-party freight forwarding business operations. The CEDS effort was led by the Indy Chamber and included robust participation from the public, private and education sectors throughout the region.
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These COVENANTS or COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein. These COVENANTS or COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COVENANTS or COMMITMENTS contained in this instrument shall be effective upon the adoption of modification or termination approved by the Metropolitan Development Commission in petition 2025-CAP-856.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);
3. \_\_\_\_\_
4. \_\_\_\_\_

These COVENANTS may be enforced by the Metropolitan Development Commission.

The undersigned hereby authorizes the Division of Planning of the Department of Metropolitan Development to record this Covenant or Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of modification and/or termination of Covenant(s) or Commitment(s) of petition # 2025-CAP-856 by the Metropolitan Development Commission.

IN WITNESS WHEREOF, owner has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_  
 Printed: Richard W. Horn  
 Title / Authorized Representative /  
 Organization Decatur Technology Holdings  
 Name: LLC, % Strategic Capital  
Partners, LLC

Signature: \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title / \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Name: \_\_\_\_\_

STATE OF INDIANA        )  
                                           ) SS:  
 COUNTY OF MARION        )

*Before me, a Notary Public in and for said County and State, personally appeared Richard W. Horn, Authorized Representative / Decatur Technology Holdings LLC, % Strategic Capital Partners, LLC owner(s) (title / organization name) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.*

*Witness my hand and Notarial Seal this*  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

\_\_\_\_\_  
*Printed Name of Notary Public*

*My Commission expires:* \_\_\_\_\_

*My County of residence:* \_\_\_\_\_

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. – Mark R. Leach, Senior Land Use Planner, Faegre Drinker Biddle and Reath LLP

*This instrument was prepared by J. Murray Clark, Mindy Westrick Brown, and Mark R. Leach, Faegre Drinker Biddle and Reath LLP.*

This modification and/or Termination Agreement was approved by the Metropolitan Development Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Metropolitan Development Commission

## ATTACHMENT "A"

### OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a.) The owner commits that he shall not discriminate against any person on the basis of race, religion, color, disability, sex, sexual orientation, gender identity, familial status, national origin, ancestry, age United States military service veteran status in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:
- (1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
  - (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
  - (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever.

*(b.) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment, employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, religion, color, disability, sex, sexual orientation, gender identity, familial status, national origin, ancestry, age United States military service veteran status.*

### EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:
  - (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
  - (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
  - (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;

provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;

2. With respect to commitment b, a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

## ATTACHMENT "B"

### Legal Description

THE PARCELS 1 - 17 AS DESCRIBED IN THE TITLE COMMITMENT ARE CONTIGUOUS. THE PERIMETER BOUNDARY OF SAID PARCELS BEING DESCRIBED AS FOLLOWS:

A part of West Half of Section 10, Township 14 North, Range 2 East, Second Principal Meridian, Marion County, Indiana, described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 10; thence South 88 degrees 16 minutes 33 seconds West 2,689.75 feet along the south line of said quarter section to a point 25.00 feet from the west line said quarter section; thence North 0 degrees 9 minutes 26 seconds West 789.62 feet along a line parallel to and 25.00 feet east (by perpendicular measurement) of the west line said quarter section, to the southeasterly right-of-way of Kentucky Avenue/S.R. 67; thence along said right-of-way the following three (3) courses: 1) North 42 degrees 32 minutes 8 seconds East 190.11 feet; 2) Northeasterly 1,012.50 feet along an arc to the right having a radius of 49,009.64 feet and subtended by a long chord having a bearing of North 43 degrees 7 minutes 39 seconds East and a length of 1,012.48 feet; 3) North 43 degrees 43 minutes 9 seconds East 2,002.32 feet to the northern corner of "Parcel III" described in the Quitclaim Deed recorded as Instrument Number 1995-0009036; thence South 46 degrees 16 minutes 51 seconds East 261.10 feet along the northeasterly line of said "Parcel III" to a northern line of "Parcel II" described in said Quitclaim Deed; thence along the boundary of said "Parcel II" the following three (3) courses: 1) North 89 degrees 5 minutes 46 seconds East 107.14 feet; 2) North 0 degrees 14 minutes 14 seconds West 250.20 feet; 3) North 89 degrees 5 minutes 46 seconds East 179.75 feet to the east line of the Northwest Quarter of said Section 10; thence South 0 degrees 14 minutes 14 seconds East 500.00 feet along the east line of said Northwest Quarter to the southeast corner thereof; thence South 0 degrees 12 minutes 36 seconds East 2,609.16 feet along the east line of the Southwest Quarter of said Section 10 to the point of beginning and containing 130.557 acres, more or less.

Note: The above description was previously prepared by the Surveyor in March of 2022 and included on the survey recorded as Instrument No. A2023-11683.

# ATTACHMENT "C"

## Site Plan

