

PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2026, by and between the **Utility Service Board of the City of Lawrence, Indiana** (“**Licensor**”) and **Clayton Properties Group, Inc. d/b/a Arbor Homes** (collectively, “**Licensee**”).

Recitals

WHEREAS, Licensor owns certain real estate located in Marion County, Indiana, more particularly described and depicted on Exhibit A attached hereto (the “**Lot**”); and

WHEREAS, Licensee owns certain real estate adjacent to the Lot, commonly known as 9225 Harrison Park Court, Indianapolis, Indiana 46216, which Licensee uses as its principal office (the “**Adjacent Tract**”); and

WHEREAS, Licensee has requested and Licensor is willing to grant to Licensee, a non-exclusive license to use up to five (5) available parking spaces on the North side of the Lot, which are described and depicted on Exhibit B attached hereto (the “**Parking Area**”), for use as temporary overflow parking for passenger automobiles on Mondays and Fridays only, in connection with Licensee’s regional sales meetings held at the Adjacent Tract, for the benefit of Licensee and its employees and guests, subject to the terms and conditions set forth herein.

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

1. Scope of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor a revocable non-exclusive license to use the Parking Area, when available, for the temporary parking of passenger automobiles owned or operated by Licensee or its employees and guests (collectively, the “**Permitted Parties**”). The Permitted Parties shall be entitled to use the Parking Area for the sole purpose of vehicular access and temporary parking in connection with Licensee’s regional sales meetings held at the Adjacent Tract, and pedestrian access to any such parked vehicles. Such use shall be on a non-exclusive, “first-come” basis and the rights granted shall not be assignable or transferable in any way. No overnight parking is permitted by the Permitted Parties without the written permission of Licensor in each such instance. Licensor shall further have the right to limit and enforce the time period of parking by Permitted Parties. Notwithstanding the foregoing, use of the Parking Area by the Permitted Parties is expressly limited to: (i) the use of up to five (5) parking spaces located on the north side of the Parking Area, being those spaces closest to Harrison Park Court and away from the Utilities building, and more particularly set forth on Exhibit B; and (ii) Mondays and Fridays only. The Permitted Parties have no right to use or occupy any parking spaces located along the Lawrence Utilities building side of the Parking Area, and such spaces are expressly excluded from the license granted herein. Use of the Parking Area on any day other than Monday or Friday is prohibited without the prior written consent of Licensor.

2. Term. The term of the license granted herein shall commence on the date of this Agreement and shall automatically expire upon the earliest of (i) the date Licensee ceases to own the Adjacent Tract; (ii) the date Licensor ceases to own the Lot; (iii) the date the Parking Area is no longer used by Licensor for a parking lot; or (iv) the date Licensor requires exclusive use of the Parking Area to comply with any applicable law, regulation, code, ordinance, or to provide sufficient parking for its customers. Notwithstanding anything to the contrary contained herein, Licensor may terminate this Agreement at any time upon written notice to Licensee.

3. Condition of the Lot. Licensee and any Permitted Parties shall personally inspect the Lot and any equipment thereon prior to any use thereof and accepts the same "AS IS" "WHERE IS" and "WITH ALL FAULTS." Licensor makes no representations or warranties of any kinds, express or implied, with respect to the Lot or any equipment thereon, and has made none at any prior time. Licensor assumes no obligation to make any improvements to, or to provide any security for, the Lot. Licensee and any Permitted Parties agree that all property of every kind or description which may at any time be on the Lot shall be on the Lot at Licensee's and/or any Permitted Parties' sole risk or at the risk of those claiming through or under Licensee, and in no event shall Licensor be liable for the same.

4. Indemnity. Licensee agrees to indemnify, protect, defend and hold Licensor and its officers, employees, and agents (collectively the "**Indemnitees**") harmless from and against all claims, actions, losses, damages, costs, expenses and liabilities (except those caused by the willful misconduct of the Indemnitees) arising out of actual or alleged injury to or death of any person or loss of or damage to property caused by or resulting from the exercise, by the Permitted Parties, of any rights hereunder, including, without limitation:

(i) actual or alleged injury to or death of any person, including physical injuries sustained while walking across, accessing, entering upon, exiting or otherwise traversing the Lot; and

(ii) loss of, theft of, or damage to property, including vehicles and the contents thereof, whether parked on, driven on, or otherwise located on or about the Lot.

To support Licensee's indemnity obligations, Licensee shall maintain in force commercial general liability insurance and shall name Licensor as an additional insured under such coverage, consistent with the following limits:

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

Licensee shall provide Licensor with evidence of such insurance coverage promptly upon request by Licensor.

5. Non-Exclusive Parking Area. Licensee acknowledges that the Permitted Parties'

use of the Parking Area shall be on a non-exclusive basis. In this regard, to the extent that Licensor and/or its various officers, employees, and invitees (collectively, the “**Licensor Parties**”) require the use of the Parking Area, for access, vehicular parking or any other use in its operations, the Licensor Parties shall also have the non-exclusive right to so use the Parking Area at any time.

6. Use and Maintenance by Licensee. Licensee and Permitted Parties shall use the Parking Area solely for the parking of vehicles as permitted under this Agreement. Licensee will be responsible for removing any litter, trash or debris left upon the Parking Area by Licensee or Permitted Parties.

7. Temporary Use Restrictions. The Licensor Parties shall have the right to require Licensee to remove the Permitted Parties’ vehicles from the Parking Area (including towing if necessary) within a reasonable time under the circumstances, in any of the following situations: (i) snow removal operations; (ii) an emergency involving an immediate risk of personal injury or property damage; or (iii) parked vehicles that exceed the scope of this Agreement, including vehicles parked for extended periods of time or overnight. In addition, Licensor shall have the right to temporarily restrict access to the Parking Area for the purpose of accommodating special events, public safety measures, infrastructure maintenance, or any other purpose deemed necessary within the discretion of the Licensor Parties. Such restrictions may include, but are not limited to, prohibiting or limiting parking, redirecting traffic, or closing the Parking Area to public access for a specified period.

8. Compliance with Law. Licensee and any Permitted Parties shall at all times during the term hereof, comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances, or laws applicable to the Lot and any use being conducted thereon. The laws of the State of Indiana shall govern all aspects of this Agreement and its exhibits, including without limitation, execution, interpretation, performance, and enforcement.

9. Non-Discrimination. Licensee agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee’s hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee’s race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, and United States military service veteran status. Breach of this provision may be regarded as a material breach of this Agreement.

10. Default. It shall be an event of default under this Agreement if Licensee or any of the Permitted Parties (i) creates any public nuisance which has not been cured, to Licensor’s reasonable satisfaction, upon notice of the same, or (ii) fails to perform fully any obligation or duty of Licensee contained in this Agreement within a reasonable amount of time (but in no event more than thirty (30) days) following written notices from Licensor of such failure. Upon the occurrence of any event of default on part of the Licensee that is not cured within the timelines set forth above, Licensor may immediately terminate this Agreement. In addition, Licensor shall be entitled to pursue all other remedies available at law or in equity and, if successful, shall be entitled to reimbursement of its costs and reasonable attorney fees from Licensee. Licensor’s remedies

hereunder shall survive termination or expiration of this Agreement.

11. Assignment. Licensee shall not assign, pledge, or otherwise transfer this Agreement.

12. Notices. Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served by either party to this Agreement when made in writing and hand delivered or mailed, by certified or registered mail, addressed as follows:

Notices to Licensor: City of Lawrence Utility Service Board
9201 Harrison Park Court
Lawrence, IN 46216
Attn: Utility Superintendent

Notices to Licensee: Clayton Properties Group Inc. d/b/a Arbor Homes
9225 Harrison Park Court
Indianapolis, IN 46216

The addresses may be changed from time to time by either party by serving notice as above provided.

13. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future statute or judicial decision, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible while remaining legal, valid, and enforceable.

14. Remedies; Attorney Fees. In the event of a breach of this Agreement, each party shall be entitled to all legal and equitable rights and remedies available under this Agreement and applicable law, including but not limited to specific performance and injunctive relief. If at any time this Agreement becomes the subject of any legal action or proceedings between the parties, the non-prevailing party shall be responsible for the reasonable attorneys' fees and court costs incurred by the prevailing party in connection with such action or proceedings.

15. Recitals. The recitals set forth in this Agreement are materials to this Agreement and are incorporated into and made part of this Agreement as though fully set forth herein.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LICENSOR:

City of Lawrence Utility Service Board

By: _____

Printed: _____

Title: _____

LICENSEE:

Clayton Properties Group, Inc. d/b/a Arbor Homes

By:  _____

Printed: Peter R. Logan

Title: Chief Operating Officer

EXHIBIT A
LOT



A handwritten signature in blue ink, consisting of stylized, cursive letters, located in the bottom right corner of the page.

**EXHIBIT B
PARKING AREA**

