

STATE OF INDIANA)
) SS:
COUNTY OF DELAWARE)

IN THE DELAWARE CIRCUIT COURT
CAUSE NO.: 18C02-1807-PL-000057

TOWN OF YORKTOWN,
Plaintiff,

v.

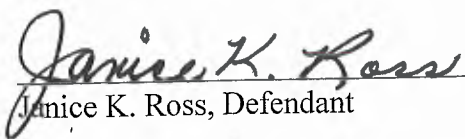
JANICE K. ROSS and JPMORGAN CHASE
BANK, N.A.,
Defendants.

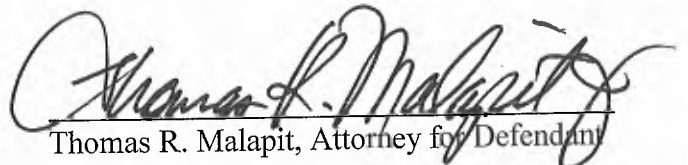
CONTINGENT SETTLEMENT AGREEMENT


As a result of the mediation held on June 25, 2019, the Plaintiff, Town of Yorktown ("Yorktown"), and the Defendant, Janice K. Ross ("Ross"), agree to settle any and all claims, whether known or unknown arising out of the above-referenced case as follows:

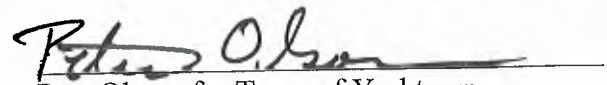
1. Yorktown agrees to pay Ross the sum of \$625,000.00 for the property which is the subject of this lawsuit AND for additional adjacent property (not the subject of this lawsuit) identified as Lot 15 described in attached Exhibit A.
2. The parties shall resolve the acquisition described in Paragraph 1 through an agreed entry or judgment with (a) the Town of Yorktown depositing an additional \$255,000 with the Clerk of the Court, and (b) Ross conveying all interest and title, free of liens and encumbrances, to the Town of Yorktown. Possession of the real estate that is the subject of this lawsuit shall be delivered to the Town of Yorktown no later than July 8, 2019. Possession of the real estate described in Exhibit A shall be delivered no later than August 31, 2019. Ross is entitled to remove the mobile home from the real estate described in Exhibit A but it not obligated to do so. The Town of Yorktown also shall pay Kay Ross Miller \$2,500 for relocation costs.

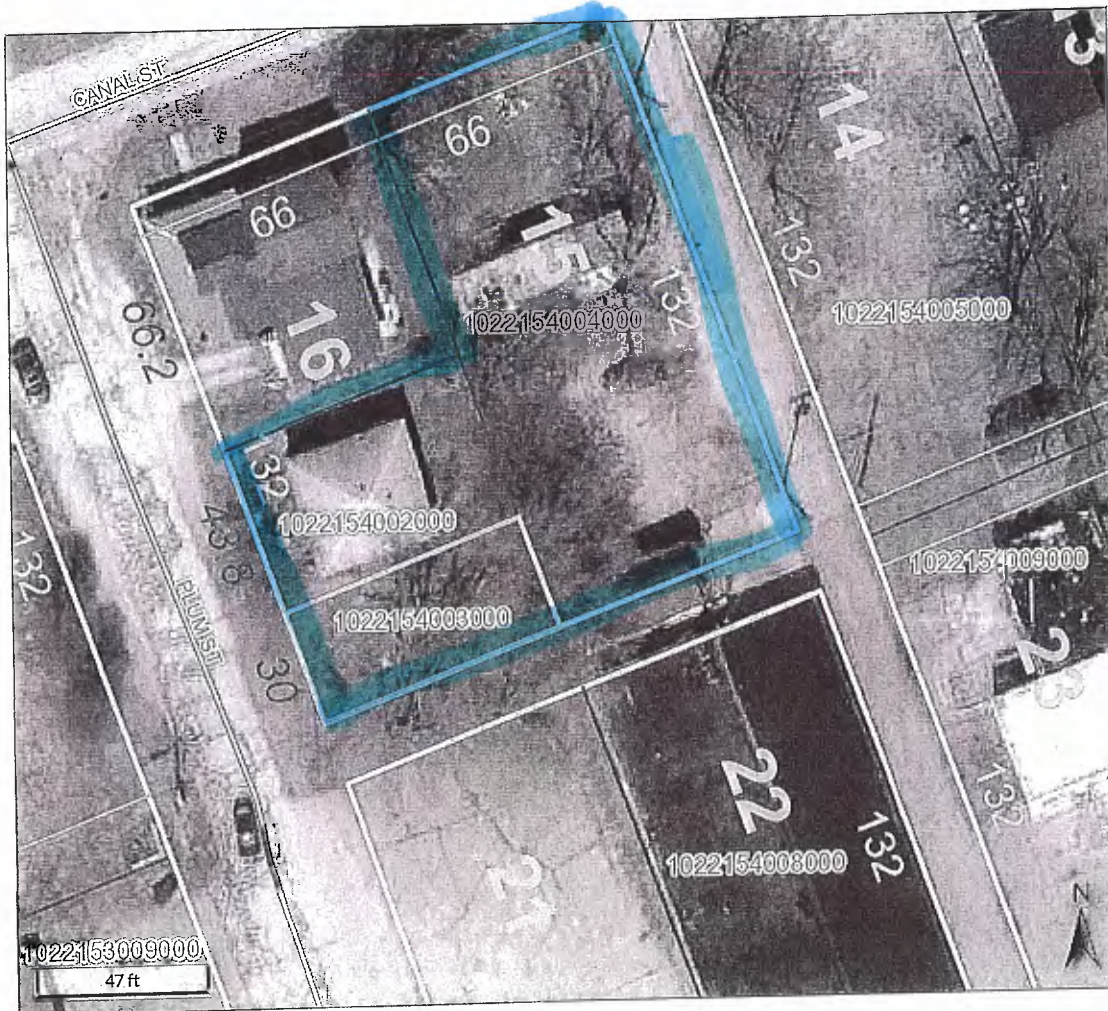
3. Ross may withdraw any funds currently on deposit with the Clerk of the Court.
4. The other litigation pending for a partial take of Lot 15 will be dismissed with prejudice upon approval of the agreed entry or judgment.
5. Pete Olson, Town Manager for the Town of Yorktown has agreed to this Contingent Settlement Agreement ("Agreement"), but it is specifically contingent on approval of the town board. If the town board approves this Agreement, then it will be binding and no longer contingent. If the town board fails to approve this Agreement then it is not binding and all parties will retain all rights available to them as if this Agreement had never been signed;
6. All property is purchased AS IS without any representations or warranties by Defendant, and all liens must be paid and removed upon payment.
7. Payment will be made to the Clerk of the Court within 30 days after removal of contingencies.
8. Payment will be made by depositing additional funds with the Clerk of the Court as set forth herein.
9. As consideration for payment, Ross agrees to release the Town of Yorktown from any and all claims.
10. Parties shall bear their own costs and reasonable attorney's fees.
11. The parties shall share equally the cost of mediation.


Janice K. Ross, Defendant


Thomas R. Malapit, Attorney for Defendant


Alan S. Townsend, Attorney for Plaintiff


Pete Olson, for Town of Yorktown



Overview



Legend

- Major Roads**
 - ⇨ INTERSTATE
 - ⇨ MAJOR ROAD
 - ⇨ STATE ROAD
 - ⇨ US HIGHWAY
 - ⇨ Geocoded Streets
- RR Lines
- Airport Runways
- Cadastral Line**
 - <all other values>
 - Geographic Township Line
 - Lot Line
 - Misc Line
 - Parcel Line
 - Political Township Line
 - Railroad Centerline
 - Railroad ROW
 - Road Centerline
 - Road ROW
 - Section Line
 - Subdivision Line
 - Unknown
 - Water Line
- ☐ **Parcels**
 - Muncie Parks
 - Major Waterbodies
 - ☐ Lakes and Ponds

Parcel ID 1022154003000 Alternate ID 18-10-22-154-003.000-017
 Sec/Twp/Rng n/a Class Vacant - Platted Lot
 Property Address 2108 N PLUM ST Acreage n/a
 YORKTOWN
 District YORKTOWN
 Brief Tax Description YORKTOWN S 30' 0.0000Acres STR: 222009 IN: 16 OUT:
 (Note: Not to be used on legal documents)

Owner Address ROSS FOOD MARKETING INC
 9512 W HIGH ST
 YORKTOWN IN 47396-1118

Right of Way: Road right of way (Road ROW) are symbolized in the cadastral lines layer on the map (yellow). Only Road ROW in platted areas are shown. For un-platted areas, contact the Delaware County Engineering Department at (765) 747-7765 or in the City of Muncie contact the City Engineer's Office at (765) 747-4878.