



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation

DATE: 4/13/2026 at 4:00 PM

**ADDRESS: Fishers City Hall, FMC Nickel Plate Conference Room, 3rd floor,
1 Municipal Drive, Fishers, IN 46038**

Members of the public are encouraged to [submit comments to the board via this form](#) before 12 p.m. on the day of the meeting. Members of the public may [stream the live meeting online](#).

See the list of board members at [FishersIN.gov/TownHallBuildingCorp](https://fishersin.gov/TownHallBuildingCorp).

- 1. Call to Order**
- 2. Confirmation of Quorum and Proper Notice of Meeting**
- 3. Consent of Previous Meeting Minutes**
 - a. 2-9-26
- 4. Old Business**
- 5. New Business**
 - a. Resolution Accepting Real Property And Approving Memorandum of Understanding For Real Property Exchange
 - b. Crossing Hotel Project Agreement
- 6. Adjournment**

MEETING OF THE FISHERS TOWN HALL BUILDING CORPORATION
February 9, 2026

Executive Session: N/A

Regular Meeting: Commenced at 4:00pm

Quorum Confirmed and Notice Confirmed

Members present: Rich Block, Ben Jefferis, Jay Bangert, Joe Eaton

Members absent: Troy Woodruff

Also in attendance: Jennifer Messer, Reid Pittard, Kay Prange, Lawrence Summers, Larry Lannan, Elliott Hultgren, Lisa Bradford, Rob McMurray

New Member Jenna Bentley was welcomed to the group.

Minutes from the January 12, 2026 meeting were approved by consent. Ms. Bentley abstained.

New Business:

New taxpayer Agreement for lot 5 at the Event Center

Jennifer Messer presented that a new taxpayer agreement for this lot at the EC was needed since Chicken & Pickle dropped out. The same bond amount applies to lot 5. An RFP is out for that lot. The debt service goes back to the RDC. There is also a Resolution approving the MTA.

2nd Plat for Ellipse

Jennifer Explained that the THBC owns the property on which the MJC project was built. MJC needed a small amount of property from the THBC. Mr. Bangert was asked for his signature on a Secondary Plat document.

Mr. Bangert asked for a Motion. Mr. Eaton made a Motion to approve, seconded by the Board.

The meeting was adjourned at 4:17.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into effective March ___, 2026 (“Effective Date”), by and between LTH Fishers, LLC, an Indiana limited liability company (“LTH”) and the City of Fishers Town Hall Building Corporation, an Indiana nonprofit corporation duly registered with the Indiana Secretary of State’s Office (the “Corporation”), as follows.

Recitals

WHEREAS, the purpose of this MOU is to memorialize the understanding between LTH and the Corporation (each a “Party” and together, the “Parties”) regarding a desired exchange of real property.

WHEREAS, LTH is the owner of a parcel of real property the legal description of which is set forth on Exhibit A and a depiction of which is set forth on Exhibit A-1 each attached hereto (the “LTH Parcel”). The City of Fishers, Hamilton County, Indiana (the “City”) requires the LTH Parcel for the re-construction and improvement of the intersection of 136th Street and Olio Road, Fishers, Hamilton County, Indiana (the “Project”).

WHEREAS, the Corporation is the fee owner of many of the roads and improvements throughout the City and desires to acquire the LTH Parcel for the Project.

WHEREAS, LTH desires to convey the LTH Parcel to the Corporation for no consideration so that the City may begin construction for the Project.

WHEREAS, the Corporation is the owner of a parcel of real property the legal description of which is set forth on Exhibit B and a depiction of which is set forth on Exhibit B-1 each attached hereto (the “Vacated Parcel”).

WHEREAS the Vacated Parcel, which is no longer needed by the City, was part of that 2.13 acres gifted to the City by Indiana University Health, Inc., an Indiana nonprofit corporation, f/k/a Clarian Health Partners, Inc. by that certain Limited Warranty Deed dated August 31, 2009 and recorded on September 4, 2009 as Instrument No. 2009053581 in the Office of Recorder of Hamilton County, Indiana.

Understanding of the Parties

Based on the foregoing, and in consideration of their mutual promises and undertakings, LTH and the Corporation agree as follows:

1. Obligations of the Corporation.
 - a. Title Examination and Objections.
 - i. Conveyance. Subject to the terms and conditions of this Section, upon the

earlier of (i) completion of construction of the Project, or (ii) _____, 20__ (the “Conveyance Date”), the Corporation shall cause the Vacated Parcel to be reconveyed, at LTH’s direction to LTH such that LTH shall receive good, marketable and insurable fee simple title to the Vacated Parcel, free and clear of all liens and encumbrances, subject only to (i) the lien of taxes not yet due and payable, (ii) all matters of record waived or not timely objected to by LTH pursuant to this Section, and (iii) any other matters of title to which LTH shall expressly consent in writing (each hereinafter called a “Permitted Exception” and collectively, the “Permitted Exceptions”).

ii. Title Commitment. LTH shall have the period from the Effective Date until the Conveyance Date (the “Inspection Period”) during which to examine title to the Vacated Parcel and to obtain, at LTH’s expense an ALTA 2021 owner’s title commitment (collectively, the “Title Commitment”), and in which to give the Corporation written notice of any objections that LTH may have to the Title Commitment and the Survey (as hereinafter defined). If LTH fails to give any notice to the Corporation by such date, LTH shall be deemed to have waived such right to object to any title exceptions or defects.

iii. Objections. The Corporation shall have ten (10) business days from the date of receipt of notice of LTH’s objections in which to review said objections, and to give LTH written notice whether the Corporation will attempt to cure any valid objections specified in LTH’s notice. If the Corporation fails to deliver said notice within said ten (10) business-day period, or if the Corporation notifies LTH that the Corporation does not intend to attempt to cure any or all of LTH’s objections, then LTH shall have the right, at LTH’s option, to terminate this Agreement by giving written notice to the Corporation within five (5) business days thereafter, in which event all rights and obligations of the parties hereunder shall expire (except for those which expressly survive any such termination), and this Agreement shall become null and void. If LTH fails to terminate this Agreement within the time limit specified above, LTH shall be deemed to have waived any objection specified in LTH’s notice of title objections that the Corporation has not committed to cure, and any such matter that the Corporation has not committed to cure shall thereafter constitute a Permitted Exception under this Agreement.

iv. Survey. During the Inspection Period, LTH, at LTH’s cost and expense, shall obtain a survey of the Vacated Parcel prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, which shall certify the number of gross acres and be satisfactory to LTH (the “Survey”). The Survey shall be certified to the Corporation, and First American Title Insurance Company (the “Title Insurer”), as of the date that it was prepared by a registered engineer or surveyor licensed in the State of Indiana. The Survey shall be sufficient to cause the Title Insurer to delete the standard survey exceptions from the owner’s policy of title insurance that will be obtained by LTH the Closing.

v. Inspection by LTH. LTH shall have the Inspection Period for LTH and LTH’s agents and designees to enter the Vacated Parcel at reasonable times for the purpose of inspecting the Vacated Parcel, and making such surveys, soil tests, compaction tests, percolation tests, engineering studies and other investigations and inspections as LTH may desire to assess the condition of the Vacated Parcel. LTH shall provide a copy of any written inspection, test, report or summary to the Corporation promptly upon LTH’s receipt thereof. Within five (5) business days following the Effective Date, the Corporation shall deliver to LTH true, correct and complete copies of each of the following documents that are in the Corporation’ possession, along with any other information in the Corporation’ possession relating to the Vacated Parcel:

1. Existing environmental site assessments, remediation reports, tank removal reports and other reports (including but not limited to, any soils and groundwater assessments and reports) for the Vacated Parcel;
2. Any permits affecting the Vacated Parcel;
3. Soil reports, if any, for the Vacated Parcel other than crop related information such as fertility reports; and
4. All existing surveys of the Vacated Parcel and portions thereof.

If LTH determines, (i) that title to the Vacated Parcel is other than marketable and insurable fee simple title free and clear of all liens and encumbrances other than Permitted Exceptions, or (ii) the Vacated Parcel contains any recognized environmental condition (including any historical recognized environmental condition and any controlled recognized environmental condition) pursuant to ASTM E-1527-21, which the Corporation is unwilling or unable to fully mitigate prior to Closing, or (iii) the Vacated Parcel is otherwise unsuitable to LTH for any other reason in LTH's sole discretion, then LTH may terminate this Agreement by delivering written notice of such termination to the Corporation at any time commencing as of the Effective Date and continuing through the Inspection Period.

b. Conditions Precedent. In addition to other conditions set forth in this Agreement, LTH's obligation to acquire the Vacated Parcel shall be subject to and contingent upon the satisfaction of the following conditions precedent during the Inspection Period, any or all of which LTH may waive by written notice only:

i. No Material Adverse Change. There shall be no material adverse change in the condition of or any matter affecting the Vacated Parcel between the date of LTH's due diligence inspections and the Conveyance Date, including, but not limited to (i) environmental contamination, and (ii) the quality of title to be conveyed.

ii. Title Insurance. The willingness of Title Insurer to issue, on the Conveyance Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, an ALTA form of owner's policy of title insurance, including any endorsements satisfactory to LTH, in its sole discretion, insuring that title to the Vacated Parcel is vested in LTH on the Conveyance Date, subject only to the Permitted Exceptions.

iii. Survey. LTH's receipt of a Survey satisfactory to LTH, in its sole discretion, and satisfactory for Title Insurer to delete the standard survey exception to coverage on the owner's policy of title insurance that will be obtained by LTH on the Conveyance Date.

c. Closing. The Conveyance of the Vacated Parcel contemplated hereunder (hereinafter called the "Closing") shall occur in no event later than the Conveyance Date. On the Conveyance Date, the transfer of the Vacated Parcel shall take place as follows, subject to all the terms and conditions of this Agreement:

- (i) A Limited Warranty Deed, for the Vacated Parcel, in recordable form, subject only to the Permitted Exceptions;
- (ii) An owner's affidavit in a form satisfactory to enable Title Insurer to delete the standard preprinted exceptions from LTH's title insurance policy;
- (iii) A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;
- (iv) A Certification of Non-foreign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;
- (v) Evidence of the Corporation's authority to convey the Vacated Parcel;
- (vi) A 1099-S or a 1099-S Information Sheet for reporting purposes; and
- (vii) Any other documents required pursuant to this Agreement or reasonably requested by Title Insurer to consummate the contemplated transaction.

i. Each party shall be responsible for the payment of its respective legal fees, if any, incurred in connection with the closing of the transaction contemplated herein. LTH shall pay: (i) the cost of all title policy endorsements, (ii) all costs of LTH's due diligence, (iii) the cost of the Survey, (iv) the cost of the Title Commitment and owner's policy of title insurance (excluding the cost of endorsements and any special premium attributable to the obtainment of affirmative insurance) LTH as the fee title holder of the Vacated Parcel in the agreed-upon fair market value of the Vacated Parcel, (v) all escrow closing charges, and (vi) the recording fees.

ii. The Corporation shall surrender possession of the Property to LTH on the Conveyance Date, free and clear of any other parties, except as set forth in the Permitted Exceptions.

iii. Prior to the Conveyance Date, the Corporation agrees to remove the existing roadway, sidewalk, and related improvements located in the Vacated Parcel, and to regrade and reseed such areas with grass to provide a uniform grade and vegetation with the surrounding land, as part of the Project. Additionally, the City shall agree to provide prior to the Conveyance Date one (1) point of access to the property resulting from Vacated Parcel being recombined with what is currently known as Block 3, of Saxony Medical Park, in a location to be mutually determined between the Corporation and LTH which such point of access shall include a full cut on 136th Street with access through the median permitting access to eastbound and westbound traffic on 136th Street. LTH shall be responsible for the installation of the sidewalk/path upon development of the Vacated Parcel.

2. Obligations of LTH.

i. Conveyance of LTH Parcel. Subject to the terms and conditions of this Section, no later than ___, 2026, LTH shall cause the LTH Parcel to be conveyed to the Corporation such that the Corporation shall receive good, marketable and insurable fee simple title to the LTH Parcel, free and clear of all liens and encumbrances, subject only to the lien of taxes not yet due and

payable.

ii. Survey. the Corporation shall obtain a survey of the LTH Parcel which shall certify the number of gross acres, a copy of which shall be promptly provided to LTH for its approval not to be unreasonably withheld. The Survey shall be certified to the Corporation as of the date that it was prepared by a registered engineer or surveyor licensed in the State of Indiana.

iii. LTH agrees to Deliver to the Corporation the following at Closing:

- a. A Limited Warranty Deed, for no consideration, for the LTH Parcel, in recordable form;
- b. An owner's affidavit in a form reasonably satisfactory to the Parties and Title Insurer;
- c. A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;
- d. A Certification of Non-foreign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;
- e. Evidence of LTH's authority to convey the LTH Parcel;
- f. A 1099-S or a 1099-S Information Sheet for reporting purposes; and
- g. Any other documents required pursuant to this Agreement or reasonably requested by the Corporation or Title Insurer to consummate the contemplated transaction.

3. Other General Provisions.

a. Every notice, approval, consent or other communication authorized or required by this MOU shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other Party at its address provided below or such other address as either Party may designate by notice from time to time in accordance herewith:

If to LTH:

LTH Fishers, LLC
6402 Cornell Ave.
Indianapolis, IN 46220

With a copy to:

Dinsmore & Shohl LLP
Attention: Robert F. Inselberg
211 N. Pennsylvania St., Suite 1800

Indianapolis, IN 46204

If to the Corporation:

Fishers Town Hall Building Corporation
1 Municipal Drive
Fishers, IN 46038

With a copy to:

City of Fishers
Attention: Corporation Counsel
1 Municipal Drive
Fishers, IN 46038

Notwithstanding the foregoing, the Parties agree that all communications relating to the day-to-day activities shall be exchanged between the Parties' respective representatives, which representatives shall be designated by the Parties in writing promptly upon commencement of this MOU.

b. This MOU shall be interpreted and enforced in accordance with the laws of the State of Indiana. Venue for any action arising under this MOU shall lie exclusively in and for the jurisdictional court located in Hamilton County, Indiana.

c. No Party may assign or subcontract its rights or obligations hereunder without the express prior written approval of the other Party, except that the Corporation understands that LTH may, on or after the Conveyance Date, sell all or a portion of the Vacated Parcel, at which time LTH shall be released from its ongoing obligations hereunder, provided its successor-in-interest assumes the same.

d. This MOU constitutes the entire agreement of the Parties and supersedes all prior agreements and discussion of the Parties, oral or written, regarding the subject matter hereof.

e. This MOU may be executed in multiple counterparts with each original counterpart signature page, when combined with and attached to a copy of the MOU, constituting a single MOU. A facsimile signature page or PDF formatted and transmitted original signature page shall be considered an original signature page.

[Signature page(s) to follow]

The Parties have caused their duly authorized representatives to execute and deliver this MOU by their signatures below, as of the Effective Date.

LTH
LTH Fishers, LLC,
an Indiana limited liability company

Corporation
City of Fishers Town Hall Building Corporation
an Indiana nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description – LTH Parcel¹

A part of the Southeast Quarter of Section 23, Township 18 North, Range 5 East, Hamilton County, Indiana, being a portion of Block 3 of Saxony Medical Park Secondary Plat, recorded as Instrument Number 2009064869 (all referenced documents are recorded in the Office of the Recorder of said county), and being part of Block 3 lying, within the right-of-way lines more particularly described as follows:

Beginning at the southwest corner of said Block 3; thence North 55 degrees 45 minutes 27 seconds East (bearings based on the Location Control Route Survey Plat for this project, recorded as Instrument Number 2022017360) 491.99 feet along the west line of said Block 3 to a point; thence North 89 degrees 07 minutes 54 seconds East 273.87 feet to a point; thence, North 46 degrees 42 minutes 39 seconds East 22.71 feet to the west line of the 0.14-acre tract described in Instrument Number 2009027532; thence South 0 degrees 1,8 minutes 30 seconds East 42.82 feet along said west line to the south line of said Block 3; thence South 89 degrees 07 minutes 54 seconds West 331.96 feet along said south line to the point of beginning and containing 0.199 acres, more or less.

¹ Subject to review

EXHIBIT A-1

Depiction – LTH Parcel

EXHIBIT B

Legal Description – Vacated Parcel

A part of the Southeast Quarter of Section 23, Township 18 North, Range 5 East, Hamilton County, Indiana, being a portion of the 2.13-acre tract described in Instrument Number 2009053581 (all referenced documents are recorded in the Office of the Recorder of said county), more particularly described as follows: Commencing at the southwest corner of Block 3 of Saxony Medical Park Secondary Plat, recorded as Instrument Number 2009064869; thence North 55 degrees 45 minutes 27 seconds East (bearings based on the Location Control Route Survey Plat for this project, recorded as Instrument Number 2022017360) 49.99 feet along the northwestern line of said Block 3 to the point of beginning; thence North 0 degrees 47 minutes 57 seconds West 65.70 feet to a point; thence North 40 degrees 52 minutes 35 seconds East 102.53 feet to a point; thence North 29 degrees 06 minutes 36 seconds East 186.94 feet to a point; thence South 57 degrees 45 minutes 12 seconds East 105.26 feet to a point; thence South 39 degrees 17 minutes 43 seconds East [REDACTED] feet to a point on the western line of Olio Road; thence South 00 degrees 07 minutes 08 seconds East [REDACTED] feet along Olio Road to the northeastern line of said Block 3; thence North 57 degrees 32 minutes 26 seconds West 14.04 feet along said northeastern line to the northernmost corner of said Block 3; thence South 55 degrees 45 minutes 27 seconds West 335.87 feet along the northwestern line of said Block 3 to the point of beginning.

EXHIBIT B -1

Depiction – Vacated Parcel

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That CITY OF FISHERS REDEVELOPMENT AUTHORITY, a separate body corporate and politic, and an instrumentality of the City of Fishers, Indiana (“GRANTOR”) QUITCLAIMS AND CONVEYS to the FISHERS TOWN HALL BUILDING CORPORATION, a nonprofit corporation established under the laws of the State of Indiana (“GRANTEE”), the described subject parcels of real property in the City of Fishers, Hamilton County, Indiana more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

The undersigned person executing this Quitclaim Deed on behalf of GRANTOR represents and certifies that such person is duly authorized to execute and deliver this Quitclaim Deed; that GRANTOR has full organizational capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, GRANTOR has executed this deed this 8th day of December, 2025.

[SIGNATURE FOLLOWS ON NEXT PAGE]

**CITY OF FISHERS
REDEVELOPMENT AUTHORITY**

By: _____
President

ATTEST:

By: _____
Secretary-Treasurer

[SIGNATURE PAGE OF QUITCLAIM DEED]

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____ known to be the President and Secretary-Treasurer, respectively, of the City of Fishers Redevelopment Authority, a separate body corporate and politic, and an instrumentality of the City of Fishers, Indiana, who acknowledged the execution of the foregoing document for and on behalf of said entity and stated that the facts contained therein are true and correct.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Richard J. Hall

This instrument was prepared by Richard J. Hall, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204.

Exhibit A

DESCRIPTION OF REAL ESTATE

All of the Grantor's interests the following real property located in the City of Fishers, Hamilton County, Indiana including any and all improvements thereto:

1. 116th Street between Hoosier Road and Wedgeport Lane; and
2. 141st Street between Allisonville Road and Harrison Parkway.

RESOLUTION NO. TBC 01R041326

RESOLUTION OF THE DIRECTORS OF THE FISHERS TOWN HALL BUILDING CORPORATION ACCEPTING REAL PROPERTY AND APPROVING A MEMORANDUM OF UNDERSTANDING

WHEREAS, LTH Fishers, LLC, (“LTH”) owns the real property labeled “LTH Parcel” in **Exhibit A** attached hereto and incorporated herein (the “LTH Parcel”), and the City of Fishers, Hamilton County, Indiana (the “City”) requires the LTH Parcel for the re-construction and improvement of the intersection of 136th Street and Olio Road, Fishers in the City (the “Project”);

WHEREAS, LTH has agreed to convey the LTH Parcel to the Corporation so that the City can complete the Project, if the Corporation will convey the property labeled “Vacated Parcel” in **Exhibit A** (the “Vacated Parcel”) to LTH;

WHEREAS, the Vacated Parcel was gifted to the City without charge and is no longer needed by the City;

WHEREAS, the Corporation expects the City to transfer and convey the Vacated Parcel to the Corporation for the purpose of transferring and conveying it to LTH in exchange for the LTH Parcel;

WHEREAS the Memorandum of Understanding attached hereto and incorporated herein as **Exhibit B** summarizes the obligations of LTH and the Corporation with respect to the LTH Parcel and the Vacated Parcel (the “MOU”); and

WHEREAS, the Corporation desires to approve a memorandum of understanding substantially similar to the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE FISHERS TOWN HALL BUILDING CORPORATION, meeting in regular session as follows:

Section 1. The Corporation hereby accepts the Vacated Parcel when properly conveyed to the Corporation by the City.

Section 2. The Corporation hereby approves a memorandum of understanding substantially similar to the MOU.

Section 3. This Resolution shall be in full force and effect upon passage, and the President of the Corporation shall be entitled to execute all document necessary to affect the intent of this Resolution.

ALL OF WHICH IS RESOLVED by the Directors of the Fishers Town Hall Building Corporation this ____ day of March, 2026.

**COMMON COUNCIL OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Jay Bangert, Member		
	Rich Block, Member		
	Joe Eaton, Member		
	Ben Jefferis, Member		
	Troy Woodruff, Member		
	Jenna Bentley Member		

This instrument prepared by: Jennifer C. Messer, Jennifer C. Messer, P.C., 202 E. 71st Street,
Indianapolis, Indiana 46220

EXHIBIT A
LTH PARCEL AND VACATED PARCEL
[Included On Following Page]

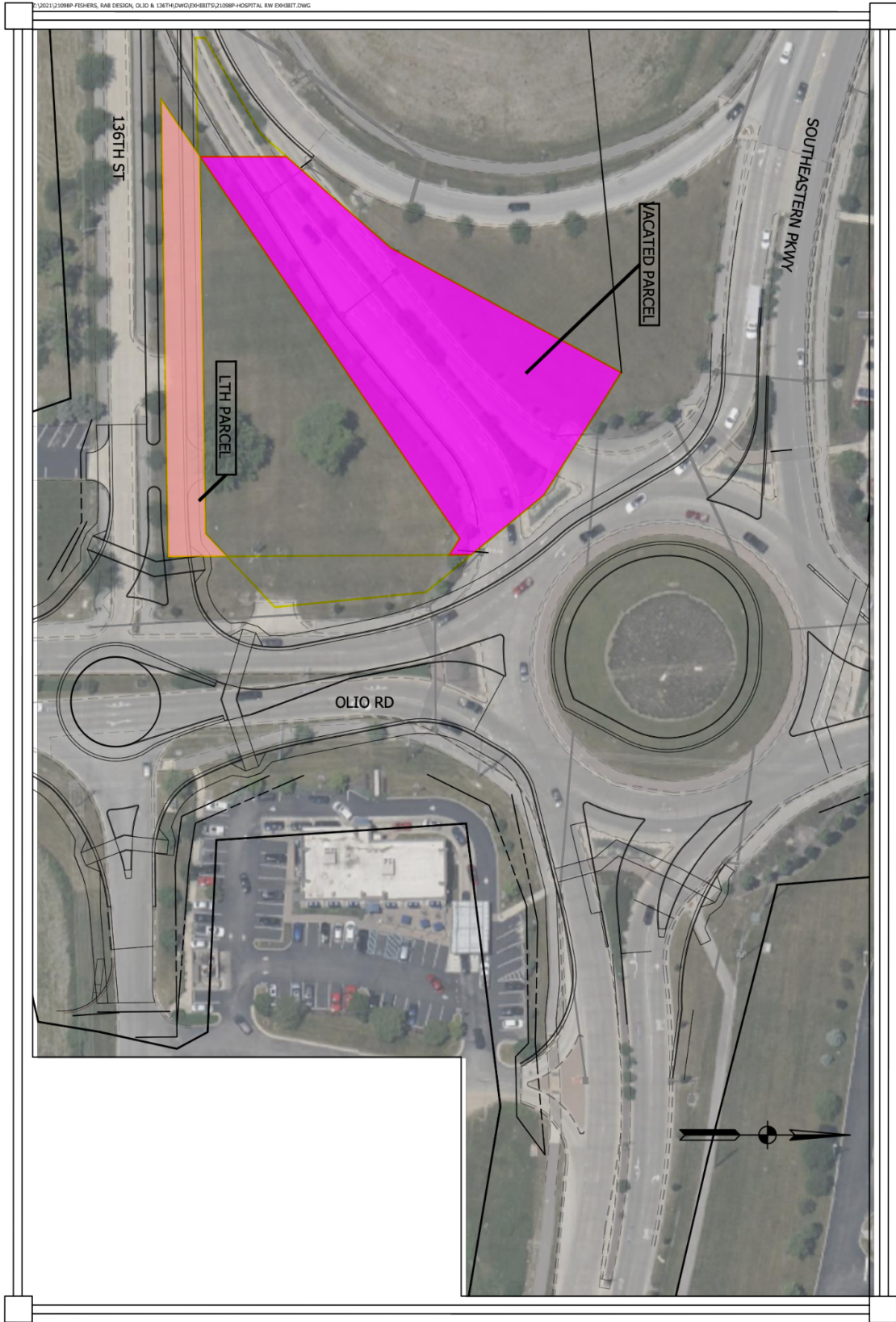


EXHIBIT B
MOU
[Separately Provided]