

ELI LILLY OFFER TO HOME OWNERS

IN THE MATTER OF:)	
)	
THE PETITION TO VACATE)	IN THE BOARD OF
PUBLIC ROADS)	COMMISSIONERS OF
)	HANCOCK COUNTY,
ELI LILLY AND COMPANY,)	INDIANA
PETITIONER)	
)	

SS:

AMENDED ROAD VACATION AGREEMENT

The Petitioner Eli Lilly and Company ("Lilly"), having filed its Petition to Vacate Public Roads on May 12, 2003 (the "Petition"), hereby submits to the Board of Commissioners of Hancock County, Indiana (the "Commissioners"), certain commitments and covenants which Lilly agrees to fulfill in consideration of the vacation of the public roads pursuant to the Petition (the "Agreement"), subject to the conditions stated herein.

- Lilly shall pay for the material needed to reconstruct CR150W from the south right-of-way line of U.S. 40 to the north right-of-way line of CR100S pursuant to the following specifications:

- Step 1: Soil Stabilization per County Engineer's direction
- Step 2: 770 pounds/square yard of intermediate asphalt
- Step 3: 110 pounds/square yard of surface asphalt
- Step 4: 18" to 24" of #53 gravel on both sides of road per County Engineer's direction

It is understood that this reconstruction shall be completed prior to the closing of the roads pursuant to the Ordinance granting the road vacation.

- Lilly shall pay for the material needed for the repaving of CR150W starting at the north right-of-way line of CR100S and extending south approximately 2700 feet pursuant to the following specifications:

- Step 1: 275 pounds/square yard of intermediate asphalt
- Step 2: 150 pounds/square yard of surface asphalt
- Step 3: 18" to 24" of #53 gravel on both sides of road per County Engineer's direction

It is understood that this paving shall be completed prior to the closing of the roads pursuant to the Ordinance granting the road vacation.

3. From the east/west section line of CR100S, Lilly shall grant an additional 10 feet of right-of-way (for a total of 40 feet of right-of-way) on the north side thereof across from the homes on the south side of CR100S immediately east of CR150W. The aforementioned right-of-way shall be granted prior to the closing of the roads pursuant to the Ordinance granting the road vacation.
4. From the east/west section line of CR200S, Lilly shall grant an additional 10 feet of right-of-way (for a total of 40 feet of right-of-way) on the north side thereof from Franklin Road to Meridian Road. The existing fence on the Lilly property adjacent to CR200S shall remain in place notwithstanding such grant. The aforementioned right-of-way shall be granted prior to the closing of the roads pursuant to the Ordinance granting the road vacation.
5. Lilly shall grant additional right-of-way from its property at the northwest quadrant of the intersection of Franklin Road and CR200S. Said grant is described as follows:

From the section lines that intersect at Franklin Road and CR200S, the triangle, the east line of which terminates 100 feet to the north, the south line of which terminates 100 feet to the west and the hypotenuse of which is approximately 141.4 feet.

The aforementioned right-of-way shall be granted prior to the closing of the roads pursuant to the Ordinance granting the road vacation.
6. Lilly shall cooperate with Federal, State and City of Greenfield authorities, and will encourage all governmental entities to improve the intersection of Franklin Road and U.S. 40.
7. Upon construction of the new main entrance at Meridian Road, Lilly shall close all other entrances to the Site except for a secondary entrance to be used only for emergencies, deliveries, contractors and farm equipment.
8. Lilly shall execute a deed restriction or covenant which prohibits non-agricultural use of the 18 acre parcel on the north side of CR100S, immediately east of CR150W across the residences on CR100S. Said restrictions shall be for ten (10) years commencing upon the satisfaction of all conditions set forth below.

9. Lilly shall, at its expense, construct one or two offset cul-de-sacs on its property to Hancock County specifications, at approximately CR100S and CR50W and at approximately CR100S and CR100W. The latter described cul-de-sac shall be constructed if so requested by all adjoining property owners and if approved by the Hancock County Commissioners. Said cul-de-sac(s) shall be lighted with one standard streetlight, and landscaping shall be installed around the perimeter of the cul-de-sac subject to the approval of Hancock County. The right-of-way for said cul-de-sac(s) shall be dedicated to Hancock County, Indiana.
10. Lilly shall, at its expense, and in cooperation with the Hancock County Surveyor and Hancock County Drainage Board, improve drainage in compliance with plans approved by the Hancock County Surveyor and Hancock County Drainage Board on the north side of CR100S across from the residences on the south side of said road immediately east of CR150W.
11. Lilly shall, at its expense, and in cooperation with the Hancock County Surveyor and Hancock County Drainage Board, improve drainage along Meridian Road across from Meridian Acres in compliance with plans approved by the Hancock County Surveyor and the Hancock County Drainage Board.
12. Lilly shall, at its expense, install on its property to Hancock County specifications, an offset cul-de-sac with a landscaped, peered neighborhood entrance across from the Meridian Acres residences. The right-of-way for said cul-de-sac shall be dedicated to Hancock County, Indiana.
13. With regard to the Meridian Acre residences, Lilly agrees to:
 - a) Purchase all of the homes for appraised value (appraisals will be performed using the process set forth in (c) below assuming the roads subject to the Petition remained open and not vacated), plus a ten percent (10%) premium if, and only if, all residences agree to sell under the following terms and conditions;
 - i) this offer is good until December 31, 2003 and then is withdrawn;
 - ii) if accepted, the residents will have until May 31, 2004 to vacate; and

- iii) the transaction shall be subject to additional standard residential real estate terms.

- b) If the above proposal is not accepted by all of the residents, Lilly offers to purchase individual homes at appraised values (appraisals will be performed using the process set forth in (c) below) plus a three percent (3%) premium;
 - i) this offer will be available starting June 1, 2004 and shall be withdrawn on June 1, 2005;
 - ii) the resident shall have ninety (90) days from closing to vacate the residence; and
 - iii) the transaction shall be subject to additional standard residential real estate terms.

- c) Appraisal process:
 - i) Lilly will obtain an appraisal from a Licensed Residential Real Estate Appraiser for the State of Indiana for each of the properties in Meridian Acres;
 - ii) The property owner may (but is not obligated to) obtain a second appraiser from a State Licensed Residential Real Estate Appraiser selected by it from Lilly's approved list. (property owner to pay for the second appraisal)
 - iii) If the property owner desires to obtain a second appraisal, he/she must notify Lilly within ten (10) days after receiving a copy of the appraisal obtained by Lilly. The second appraisal must be completed within thirty (30) days thereafter.

iv) Comparison of appraisals:

- A. If the property owner does not obtain a second appraisal, the appraisal obtained by Lilly will become the appraised value.
- B. If the property owner does obtain a second appraisal:
 - x) If the two (2) appraisals are identical or within 10% of each other, then the average of the two appraisals will become the appraised value;
 - y) If the two (2) appraisals differ by more than 10% of each other, then a third appraisal will be performed by a State Licensed Residential Real Estate Appraiser selected by Lilly from the aforementioned list. The three (3) appraisals will be averaged together and will become the appraised value (Lilly will pay for the third appraisal, if applicable)

These Commitments are made subject to the satisfaction of all of the following conditions:

1. the Petition is granted by the Commissioners as requested by Petitioner and an Ordinance is adopted approving said vacation; and
2. said vacation Ordinance becomes final and not subject to appeal or reversal.

Dated this 6th day of June, 2003.

Respectfully submitted,

ELI LILLY AND COMPANY

BY: William E. [Signature]

ITS: Vice President

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