



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety Meeting

DATE: 1/10/2023, at 9:00 AM

DIRECTIONS: Fishers City Services Building, 3 Municipal Drive, Fishers, IN 46038

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT CHAMBERS:

- 1. Meeting Called to Order**
- 2. Announcements**
- 3. Presentations**
- 4. Consent Agenda**
 - a. Request to review the previous meeting memoranda
 - b. R011023B – Request for Declaring Vehicles-Equipment as surplus for Trade-ins
 - c. R011023C – Request to Declare Certain Property as Surplus.
- 5. Resolution**
 - a. Request to approve an Encroachment Agreement for Grantham residential development.
 - b. R011023D – Request to Approve a Contract for Extension of Sewer Mains & Facilities for Grantham Regional Lift Station.
 - c. R011023E – Request to Approve Supplemental Agreement for 116th Street and Allisonville Road

- d. R011023F – Request to Approve Agreement between Owner and Contractor for 146th Street and Allisonville Road Force Main
- e. R011023G – Request to Approve Sanitary Sewer Service Agreement for The Cove at Thorpe Creek Section 1 residential development.
- f. R011023H – Request to Approve Sanitary Sewer Service Agreement for The Cove at Thorpe Creek Section 2 residential development.
- g. R011023I – Request to Approve Sanitary Sewer Service Agreement for The Woods at Thorpe Creek Section 6 residential development.
- h. R011023J- Request to Approve First Amendment to Special Contract for Extension of Sewer Mains and Facilities for Springs of Cambridge Section 12 Lift Station.
- i. R011023K - Request to Approve Special Purchase of a Certain Digital Identity Management System.

6. Regular Items

7. Unfinished/New Business

8. Meeting Adjournment



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Board of Public Works and Safety

DATE: 12/27/23

DIRECTIONS: [Fishers City Services Building](#)

BOARD OF PUBLIC WORKS AND SAFETY MEETING, 9:00 A.M., CITY COURT ROOM:

1. Meeting Called to Order:

- The meeting was called to order at 9:01 a.m. by Scott Fadness. Board members Jeff Lantz, Jason Meyer and Scott Fadness were present.
- Staff present/Legal: Lisa Bradford, Laura Gropp, Tracy Gaynor, Hatem Mekky, Lindsey Bennett, Tracy Gaynor, and Kari Adriano.
- Members of the Public: Larry Lannan.
- Members of the public were able to submit comments to the Board via form submission. No Public Comments were received.

2. Announcements:

3. Presentations:

CONSENT AGENDA

4a. Request to review the previous meeting memoranda's: [Meeting Minutes 12-12-23](#).

- Jason Meyer made a motion to approve the meeting minutes. Scott Fadness seconded the motion. There was no remonstrance and the motion passed 2 in favor, 0 opposed.

4b. Request to approve the account payable register: [Accounts Payable 12-27-23](#).

4c. **R122723** – A Resolution of the City of Fishers Board of Public Works & Safety Approving the City's 2024 Property and Casualty Insurance Coverage.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#)

- Jason Meyer made a motion to approve **4b** and **4c** consent agenda. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

RESOLUTION

- **5. R122723C** – A Resolution Confirming the City of Fishers Road Inventory for the Indiana Department of Transportation.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)

- Hatem Mekky, Director of Engineering, presented **R122723C** to the board.
- Jason Meyer made a motion to approve **R122723C**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

6. R122723D – Request to approve resolution amending the City of Fishers Traffic Schedule.

[Board Action Form](#) | [Resolution](#)

- Hatem Mekky, Director of Engineering, presented **R122723D** to the board.
- Jeff Lantz made a motion to approve **R122723D**. Jason Meyer seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.



CITY OF FISHERS AGENDA

7. **R122723E** – Request to approve provider agreement.

[Board Action Form](#) | [Resolution](#) | [Exhibit A](#) | [Exhibit B](#)

- Laura Gropp, Deputy Director Finance & Operations, Health Department, presented **R122723E** to the board.
- Jason Meyer made a motion to approve **R122723E**. Jeff Lantz seconded the motion. There was no remonstrance and the motion passed 3 in favor, 0 opposed.

REGULAR ITEMS

11. **Unfinished/New Business:**

12. **Meeting Adjournment**

- Jeff Lantz made a motion to adjourn the meeting. Jason Meyer seconded the motion.
- There was no remonstrance and the motion passed 3 in favor, 0 opposed.
- The meeting was adjourned at 9:06 a.m.

This meeting was recorded at <http://tinyurl.com/CityOfFishers>

Respectfully Submitted,

Kari Adriano, Board Clerk

RESOLUTION NO. R011023B

**A RESOLUTION OF THE BOARD OF PUBLIC
WORKS & SAFETY OF THE CITY OF FISHERS DETERMINING
THAT CERTAIN PROPERTY IS SURPLUS**

WHEREAS, it has come to the attention of the City of Fishers Board of Public Works & Safety (“Board”) that certain property owned by the City of Fishers, Hamilton County, Indiana (“City”) is now surplus and that the same should be disposed; and,

WHEREAS, the Indiana Code Titles 5 and 36 provide that a City may dispose of surplus property upon a declaration thereof and for the reasonable value thereof; and,

WHEREAS, Ind. Code § 36-1-11-9 allows the City, without advertisement, to purchase new property with a condition that property of a similar nature is to be traded in or exchanged as part of the purchase and in reduction of the purchase price; and

WHEREAS, each vehicle/equipment listed as certain property below is in fair condition and no longer meet the needs of the City; each vehicle/equipment will be used as trade-in property for future City purchases.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

SECTION 1. That the following City capital asset(s) are hereby declared surplus property:

2017 LASTEC Model #3573CZT Serial # 58890417 (mower)
2017 LASTEC Model #3573CZT Serial # 59090517 (mower)
2017 LASTEC Model #3573CZT Serial # 59080517 (mower)
2017 LASTEC Model #3573CZT Serial #59150517 (mower)
2017 LASTEC Model #3573CZT Serial #59250517 (mower)
2017 LASTEC Model #3573CZT Serial #59230517 (mower)
2018 LASTEC Model #25-61C Serial # 61640218 (mower)
2018 LASTEC Model #3573C Serial # 61570218 (mower)
2018 LASTEC Model #3573C Serial # 61590218 (mower)
2018 LASTEC Model #3573C Serial #61580218 (mower)
2018 LASTEC Model #3573C Serial # 61560218 (mower)
2018 LASTEC Model #3573C Serial # 61670218 (mower)

Upon declaration of surplus, these items will be traded in in accordance with the Administrative Policy.

SECTION 2.

It is further resolved that the Director of Fleet Management for the City of Fishers shall authorize the disposal of said surplus property listed above.

SECTION 3.

This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 10th day of January 2023.

**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to approve resolution declaring City property as surplus			
SUBMITTED BY	Name & Title: Tabatha Miller, Director Department: Fleet Management			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☒ Consent	☐ Ordinance	☐ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023B	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☒ Other: Fleet Management Department
	☐ Legal Counsel – <i>Name of Reviewer:</i>	
BACKGROUND (Includes description, background, and justification)	In accordance with the Administrative Policy 2.05 regarding disposal of surplus property a department must declare property as surplus when it is no longer needed for service. If there is a use within the City, the Mayor can simply transfer it to another department. If there is a need to have the property discarded, sold, exchanged, transferred to a different jurisdiction, or otherwise disposed of, it must first be declared surplus and if it meets the applicable requirements the request must be approved by the Fishers Board of Public Works & Safety. Attached for the Board's consideration is a request to approve a resolution from the Fleet Management Department declaring vehicles/equipment as surplus. The vehicles/equipment listed are in fair condition. 2017 LASTEC Model #3573CZT Serial # 58890417 (mower) 2017 LASTEC Model #3573CZT Serial # 59090517 (mower) 2017 LASTEC Model #3573CZT Serial # 59080517 (mower) 2017 LASTEC Model #3573CZT Serial #59150517 (mower) 2017 LASTEC Model #3573CZT Serial #59250517 (mower) 2017 LASTEC Model #3573CZT Serial #59230517 (mower) 2018 LASTEC Model #25-61C Serial # 61640218 (mower) 2018 LASTEC Model #3573C Serial # 61570218 (mower) 2018 LASTEC Model #3573C Serial # 61590218 (mower) 2018 LASTEC Model #3573C Serial #61580218 (mower) 2018 LASTEC Model #3573C Serial # 61560218 (mower) 2018 LASTEC Model #3573C Serial # 61670218 (mower)	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	There is no cost or revenue with this request.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve the resolution declaring the item surplus
	2.	Deny this request.
	3.	Provide alternative direction.
	4.	
PROJECT TIMELINE	This request is effective immediately upon approval and the property will be disposed of.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends that the Board of Public Works & Safety approve this resolution and authorize the Director of Fleet Management and the City Controller to fully implement this request	

SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution
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RESOLUTION NO. R011023C

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY DECLARING CERTAIN PROPERTY AS SURPLUS

WHEREAS, it has come to the attention of the City of Fishers Board of Public Works & Safety (“Board”) that certain property owned by the City of Fishers (“City”) is now surplus and that the same should be disposed; and,

WHEREAS, the Fishers Police Department seeks to provide police officers, or their dependents, who have faithfully and dutifully served the City for twenty (20) years with the officer’s handgun as a token of appreciation for serving the community;

WHEREAS, the Indiana Code Titles 5 and 36 provide that a City may dispose of surplus property upon a declaration thereof and for the reasonable value thereof;

WHEREAS, IC 5-22-22-8 allows the City, without advertisement, to determine that the property is “worthless” or of no market value if the value of the property is less than the estimated costs of the sale and transportation of the property; and

WHEREAS, certain property listed below has reached the end of its lifecycle and the cost of sale and transportation is more than the value of the property and therefore is worthless and should be disposed.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety, meeting in regular session, as follows:

SECTION 1. That the following City capital asset(s) are hereby declared surplus, worthless, property:

Officer	Make	Model	Serial Number
Sgt. Steve Pickett	Sig Sauer	9mm	58J396953
Sgt. Scott Wilcox	Sig Sauer	9mm	58J471499

SECTION 2. It is further resolved that the Chief of Police shall authorize the disposal of said surplus property listed above.

SECTION 3. This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

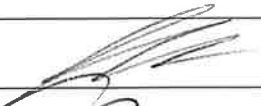
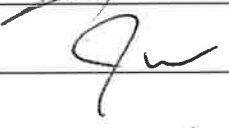
SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 10th day of January, 2023.

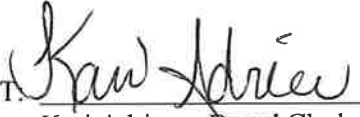
**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: 
Kari Adriano, Board Clerk

DATE: 1/10/23

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to approve an Encroachment Agreement for Grantham residential development.			
SUBMITTED BY	Name & Title: Jason Taylor, Director Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☒ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☒ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	Grantham is a proposed residential development by Platinum Properties on the north side of 113th Street, beginning approximately 750 feet west of Southeastern Parkway. To preserve the overall aesthetic on 113th Street, the existing fence and columns are remaining at the development entrance and exit as features. With the dedication of right-of-way for the public streets, the columns and fencing will encroach into the right-of-way. This agreement will allow them to remain in place. The developer and future Homeowner's Association (HOA) will maintain them. Technical review was completed through the Technical Advisory Committee (TAC) process.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	N/A
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Construction of the development infrastructure is ongoing.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends acceptance of the agreement as presented.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Exhibit A (Agreement) 3. Exhibit B (Aerial Exhibit)	

Parcel No. 13-16-05-00-00-001.101
Cross Reference No. Warranty Deed,
dated March 24, 2021, Instrument No.:
2021-22867

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“**Agreement**”) is made and entered into this 10th day of January, 2023 (“**Effective Date**”), by and between the CND Grantham, LLC (“**Owner**”) and the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (“**City**”) pursuant to the proceeding terms and conditions. For valuable consideration, the receipt of and sufficiency is hereby acknowledged, City consents to Owner maintaining two (2) neighborhood entry and two (2) neighborhood exit brick columns (collectively, the “**Columns**”) that constitute encroachments onto real property designated as public right of way by the City (“**Encroachment**”) at or near the intersection of (i) Forewood Lane and E 113th Street, and (ii) Briargate Drive and 113th Street, all as more specifically depicted in Exhibit A, attached hereto and incorporated herein (the “**Right-Of-Way**”).

This Agreement shall be binding and enforceable upon Owner and the City’s acceptance pursuant to the following terms, conditions, and responsibilities:

1. Owner shall indemnify, defend and hold harmless the City, its employees, elected and appointed officials, and attorneys, from and against any and all claims, losses, suits or judgments, including, without limitation, attorneys’ fees and other costs related to damages, injuries to or death of persons or damage to or destruction of property arising out of Owner’s Encroachment or maintenance, operation or use of the Columns.
2. The provisions of this Agreement are not intended as a waiver of rights nor as a release of Owner from any obligation, restriction or encumbrance by virtue of any document including a deed, easement, lease or plat or by virtue of any governmental action including a statute, regulation, ordinance, permit, code or the statute of limitations with respect to adverse possession of the Encroachment, which shall not begin until after this Agreement is terminated. This Agreement in no way grants consent for future encroachments.
3. The Encroachment shall not restrict or impair the City’s access to the Right-Of-Way, weaken the integrity of the City’s improvements within the Right-Of-Way, impair the City’s right to improve and maintain those improvements nor otherwise interfere with the City’s use of the Right-Of-Way.

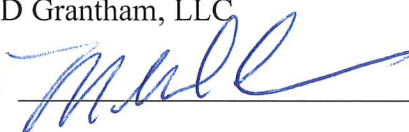
4. This Agreement shall be binding upon, enforceable by and inure to the benefit of Owner, the City and their respective heirs, successors or assigns, as applicable.
5. If the City needs to remove or cause the disrepair of the Columns to maintain, improve or otherwise utilize its Right-Of-Way, Owner shall hold the City its employees, elected and appointed officials, and attorneys harmless from any resulting damage to Owner's Columns, including all costs and expenses.
6. Owner acknowledges and agrees that if the actual Columns materially change from those depicted in Exhibit A, the City has the right to require Owner to modify or remove all or a portion of the Columns at Owner's sole expense. If Owner fails to remove the Columns upon fifteen (15) days written request by City, City may remove the Columns, and Owner shall reimburse City for costs actually incurred to remove the Columns, if any.
7. City reserves the right to have the appropriate personnel, including City staff, contractors or other representatives on site any time that City is working within the Right-Of-Way.
8. This Agreement shall only apply to the Columns described herein. No changes, alterations, adjustments or modifications shall be made without the written consent of City, which consent shall not be unreasonably withheld.
9. No plantings shall be permitted within the Encroachment except typical lawn-type ground cover currently existing at or about the Columns, including grass, bushes, seasonal flowers and short groundcover.
10. This Agreement shall be a covenant running with the land and shall be recorded in the Office of the Hamilton County Recorder, State of Indiana.
11. This Agreement contains the entire understanding between the City and Owner with respect to the Encroachment and the City's consent, and supersedes all prior understandings, representations and agreements by or between the City and Owner.
12. The parties hereunder are duly empowered and authorized to execute this Agreement and bind the parties accordingly.

[SIGNATURES INCLUDED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the Effective Date.

“OWNER”

CND Grantham, LLC

By: 

Printed: MICHAEL LUOKE

Its: MANAGER

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Michael Luoke personally known to me to be the manager of the CND Grantham, LLC, and acknowledged the execution of the foregoing Agreement for and on behalf of said party.

WITNESS my hand and Notarial Seal this 6 day of December, 2022.




Notary Public
Melissa Jane Smith
(Printed Signature)

My Commission Expires: 10-31-30

My County of Residence: Hamilton

“CITY”

CITY OF FISHERS, INDIANA

Scott Fadness, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Fadness, personally known to me to be the Mayor of the **City of Fishers, Indiana**, and acknowledged the execution of the foregoing Agreement for and on behalf of said City.

WITNESS my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, 1 Municipal Drive, Fishers, Indiana, 46038.

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. /s/ Christopher P. Greisl, Esq.

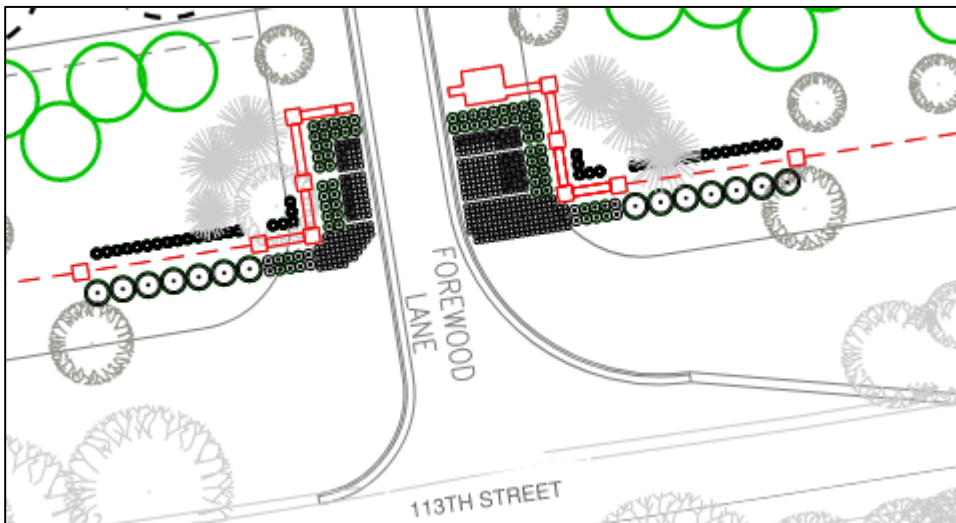
Exhibit A

[Depiction of Encroachment]

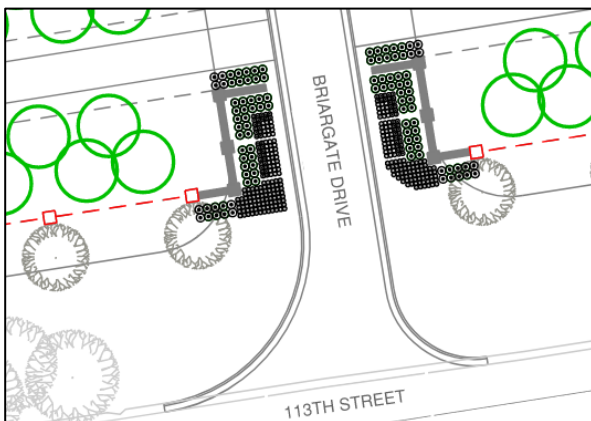


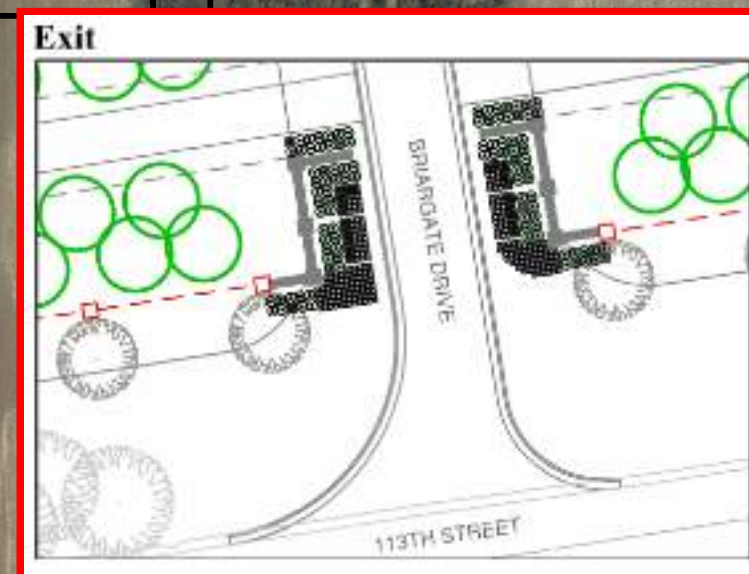
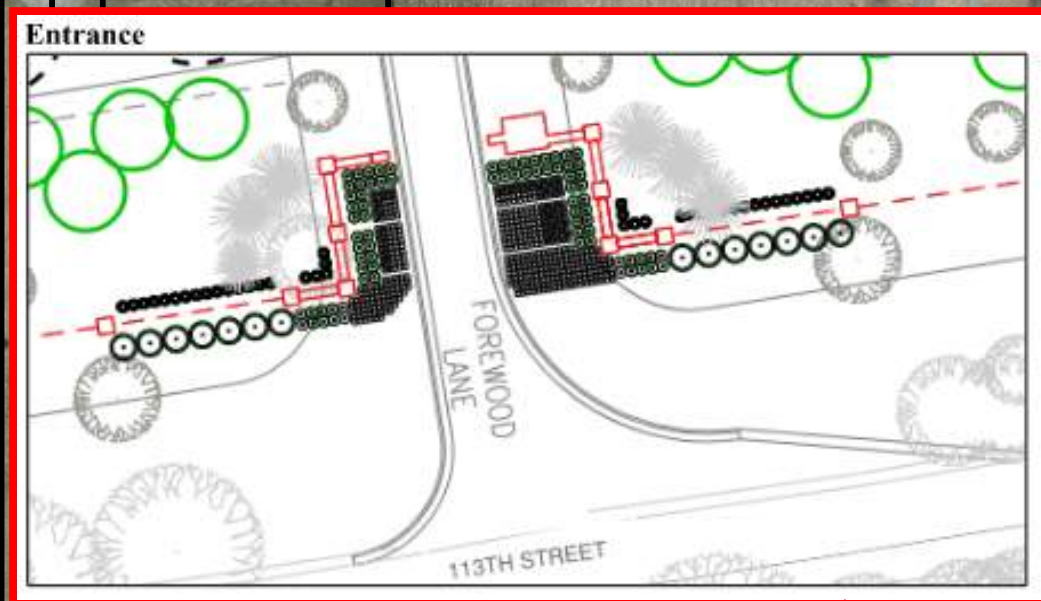
***Entrance gates are not a part of the approved Encroachment and shall be removed by Owner.**

Entrance



Exit





Grantham

Southeastern Pkwy

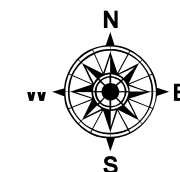
113th St

Note: All data is provided for general informational purposes only. They should not be relied upon without proper field verification. This exhibit does not indicate approval for any permit.

Legend

Parcels (Hamco Terrapin)

Grantham
Exhibit B
(no scale)



RESOLUTION NO. R011023

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING ENCROACHMENT AGREEMENT (GRANTHAM)

WHEREAS, CND Grantham, LLC, (“Owner”) has requested, and the City of Fishers, Hamilton County, Indiana (“City”) has agreed, to allow Owner to maintain two (2) neighborhood entry and two (2) neighborhood exit brick columns (collectively, the “Columns”) that constitute encroachments onto real property designated as public right of way by the City (“Encroachments”) at or near the intersection of (i) Forewood Lane and E 113th Street, and (ii) Briargate Drive and 113th Street, all pursuant to a certain Encroachment Agreement (“Agreement”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City now desires to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

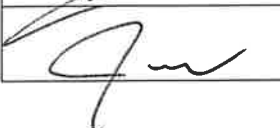
- Section 1.** The Board hereby approves the Agreement, which is attached hereto and incorporated herein as Exhibit A.
- Section 2.** The Mayor is hereby authorized to execute the Agreement and any documents required to implement the intent of this Resolution.
- Section 3.** This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 10th day of January, 2023.

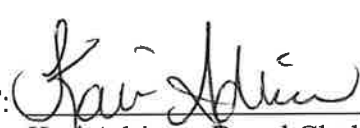
**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:


Karl Adriano, Board Clerk

DATE:

1/10/23

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to approve a Contract for Extension of Sewer Mains and Facilities for Grantham Regional Lift Station			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023D	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	This Contract covers the upsizing cost of the proposed Grantham local wastewater lift station and force main to a regional lift station which will serve the proposed Grantham subdivision and areas east in the City of Fishers. The Contract also provides for the City to operate and maintain the lift station for a period of three years before the City takes ownership.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$1,298,616.36
	Expenditure \$:	\$1,298,616.36
	Source of Funds:	Sewer Funds
	Additional Appropriation #:	N/A
	Narrative:	The cost is for reimbursing the developer to increase the lift station size to a regional lift station.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Project construction will be completed in 2023	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this contract	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Contract	

CITY OF FISHERS

CONTRACT FOR EXTENSION
OF SEWER MAINS AND FACILITIES

GRANTHAM REGIONAL LIFT STATION

THIS CONTRACT FOR EXTENSION OF SEWER MAINS AND FACILITIES ("Contract"), executed as of this ____ day of January, 2023, by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (the "Utility") and the other party or parties signatory hereto (whether one or more individuals, corporations, partnerships, or other entities, designated herein as the "Subscriber").

WITNESSETH:

WHEREAS, the Subscriber has obtained, or will obtain, certain real property and easements necessary to: (1) allow Subscriber to construct the proposed Grantham Regional Lift Station (as more particularly described in **Exhibit A** attached hereto to be located off of East 113th Street in Fall Creek Township of Hamilton County, Indiana (the "Lift Station"), (2) allow Subscriber to construct an extension of the Utility's sewer mains and facilities (hereinafter, "Off-Site Sewer"), in order to provide sanitary sewage disposal to, among other areas, the proposed Grantham Regional Lift Station, the Off-Site Sewer being more particularly described in the draft construction plans—prepared by HWC Engineering certified by _____ dated _____ and attached hereto as **Exhibit B** entitled Construction Plans (the "Plans"); (3) provide for the operation, maintenance, repair, and replacement of the Off-Site Sewer; and (4) allow access to and interconnection with the Off-Site Sewer by others having interests in real property in proximity to the Off-Site Sewer who enter into separate special contracts for the extension of sewer mains and facilities with the Utility for sewer service to such real property;

WHEREAS, the Utility is a municipal utility having the territorial authority to provide sanitary sewage disposal service to the area in and around the Off-Site Sewer, which area will be developed into residential or commercial property requiring sanitary sewage disposal service and will include the proposed Grantham Regional Lift Station (the "Proposed Development");

WHEREAS, the Subscriber has requested the Utility to extend sewer mains and facilities of its sewage disposal system in Hamilton County, Indiana, in order to provide sanitary sewage disposal service to, among other areas, the Proposed Development;

WHEREAS, the parties acknowledge that this Contract and the extension of sanitary mains and facilities hereunder arises out of circumstances which are abnormal and out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Off-Site Sewer is to be located, and the fact that there heretofore has existed no sanitary sewage disposal facilities or

service in said area), and the parties desire to provide for the extension of such mains and facilities by special contract, upon the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's territorial authority is experiencing extremely rapid growth, creating unusually high demand for the extension of sanitary sewage disposal facilities; and

WHEREAS, the Utility wishes to cooperate with developers and others in its territorial authority area and is willing, on a trial basis, to allow developers to construct extensions of the Utility's sewer mains and facilities by private contract approved by the Utility.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Construction of the Lift Station.

a. Construction of the Lift Station. The Subscriber requests, and the Utility agrees, that the Subscriber may design, construct, and install, at Subscriber's expense, the Lift Station to allow for the subsequent connection of the Proposed Development to the Utility's mains and facilities, the terms of which subsequent connection shall be subject to the execution of a separate Special Contract for the Extension of Sewer Mains and Facilities between the Utility and owners of real property desirous of connecting to the Off-Site Sewer.

b. Plans and Specifications. The parties agree that the Lift Station shall be comprised of all wastewater facilities constructed from the downstream end of Grantham Section 2 sanitary sewer system to the discharge of the sanitary force main from the Block A parcel of Grantham Section 2 the Lift Station occupies, all as depicted in the Plans. The facilities include the structures, piping, equipment, electrical, controls, landscaping, and access features for the lift station.

The parties agree that the Plans shall be prepared by an engineering firm approved by the Utility, at the Subscriber's expense, prior to construction of the Lift Station. The Plans for the Lift Station shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of the Lift Station. Upon approval by the Utility, the Plans shall become a part of this Contract. The Subscriber agrees to provide to the Utility, or assist the Utility in obtaining, all permits, real property, and easements or other rights-of-way necessary to construct the Lift Station. The costs to obtain such permits, real property, easements or rights-of-way shall be paid for by the Subscriber.

c. Compliance with Plans and Specifications. The Subscriber agrees to design, construct, install and maintain the Lift Station in accordance with the Utility's Design Specifications, Construction Specifications, Details, Completion Specifications, Standards for Design and Construction of Building Sewers

(Laterals), and Maintenance Specifications for Sanitary Sewer Facilities (together the "Standards and Specifications"), as may be amended from time to time, and in accordance with the Plans, as applicable. Subscriber agrees and acknowledges that the Plans and the Standards and Specifications for the Lift Station must be submitted to and approved by applicable regulatory agencies or other governmental bodies prior to commencing construction and installation of the Lift Station, or any phase thereof.

- d. Approved Contractors. The Utility reserves the right to revoke approval of contractors, if in the opinion of the Utility, construction performed by an approved contractor does not conform or did not conform to the Standards and Specifications.

The Subscriber shall pay to the Utility, or the Utility's agent or engineer, any costs for design, redesign, or consultation which may be incurred by the Utility, or the Utility's agent or engineer, prior to or during construction as detailed in the Schedule of Costs attached hereto as **Exhibit C**. For the avoidance of doubt, the Utility has not incurred any design/consultation costs to date.

- e. Maintenance Bond and Testing. Upon substantial completion of construction of the Lift Station and subsequent to satisfactory performance of infiltration tests and/or low pressure air tests and/or mandrel tests and/or vacuum tests, as specified in the Standards and Specifications, the Subscriber shall provide the Utility with a standard three (3) year maintenance bond underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Lift Station or the respective phase thereof ("Maintenance Bond"). The Maintenance Bond shall be in an amount equal to twenty percent (20%) of all construction costs of the Lift Station or the respective phase thereof. Subscriber acknowledges that Poindexter Excavating, Inc. ("Poindexter") will not obtain a Maintenance Bond on Subscriber's behalf. If Subscriber uses Poindexter to construct the sewer facilities contemplated herein, Subscriber will be solely responsible for obtaining the above Maintenance Bond.

- f. Inspection and Testing. During construction, the Lift Station shall be subject to periodic inspection by the Utility or the Utility's agents in order to ensure conformance to the Plans, and Standards and Specifications as approved by the Utility. Subscriber agrees that all testing of sanitary sewers, as specified in the Standards and Specifications, shall be performed by the Utility or the Utility's agents at the Subscriber's expense. The Subscriber agrees that testing shall not be performed until after all other utility facilities (water, gas, electric, cable television, etc.) have been constructed and installed. The Subscriber covenants and agrees to pay to the Utility or to the Utility's agents, inspection fees equal to eight percent (8%) of the estimated costs of constructing the Lift Station, or any respective phase thereof, as determined by approved construction bids, which inspection fees shall be paid prior to initiating construction of the Lift Station. To allow the Utility to properly account for the cost of the Lift Station, the Subscriber shall provide the

Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Lift Station or phase thereof. The construction cost documentation shall be provided by the Subscriber on a monthly basis, or as otherwise approved by the Utility, as construction proceeds.

- g. Sanitary Sewer Record Drawings. Upon completion of construction of the Lift Station, or any phase thereof, the Subscriber will have prepared under the Utility's direction, but at Subscriber's expense, sanitary sewer record drawing plans ("Record Drawings") for the Lift Station or the respective phase thereof, to be approved by the Utility.
- h. Final Inspection Prior to Conveyance. Within forty-five (45) days prior to the conveyance of the Lift Station, or respective phase thereof, to the Utility, an inspection ("Final Inspection") of the Lift Station or phase thereof shall be conducted by a firm selected by the Utility. The Final Inspection shall be conducted at the Utility's expense and may consist of walk-through and closed-circuit television inspections of the Lift Station or respective phase thereof. The purpose of the Final Inspection is to identify any defects in the Lift Station or phase thereof, which the Subscriber must rectify, at the Subscriber's expense, prior to conveyance of the Lift Station. A Final Inspection may also consist of flow monitoring, smoke, infiltration, exfiltration, vacuum, low-pressure air, pumping, or pressure (for force mains) testing or any other reasonable test to determine the quality of construction of the Lift Station or respective phase thereof. The Utility's engineer shall have the sole discretion as to the necessity of the optional tests. The Utility shall provide to the Subscriber a copy of the results of the Final Inspection and a list of any defects the Subscriber shall rectify prior to conveyance. Any defects shall be rectified by the Subscriber as directed by the Utility's engineer, at the Subscriber's sole cost and expense.
- i. Conveyance of the Lift Station. Upon the date of substantial completion of construction and satisfactory performance of all testing provided in Sections 1(e) and (f) above, on the Lift Station or any phase thereof, the Subscriber shall convey to the Utility all right, title, and interest in the Lift Station, but exclusive of laterals, building sewers, service pipes, and service lines which extend or will extend from a lot building, structure or premise to the sewer main extension (together referred to as "Laterals"), or any pipes or lines that extend from the sewer main extension and terminate at approximately the border of the lot line easement ("Lateral Stubs") which conveyance shall at that date be treated as a "System Contribution". The Laterals and Lateral Stubs shall at that time be conveyed to the respective lot owners. All System Contributions shall be treated as contributions-in-aid-of-construction. At the time of conveyance to Utility, the Subscriber shall deliver to the Utility such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in the Utility all of Subscriber's title to the facilities comprising the Lift Station, or the respective phase thereof being conveyed (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to

and owned by the respective lot owners), including, without limitation, a bill of sale in substantially the form attached hereto as **Exhibit D**. Thereafter, those portions of the Lift Station or the respective phase thereof, including all pipes, mains, lift stations, meters, other equipment and apparatus, and the facilities which compose the Lift Station or the respective phase thereof (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned and maintained by the respective lot owners) or to which the same is or may be connected (except the Laterals and Lateral Stubs), shall be and remain the sole property of the Utility, and the Utility shall be responsible for the maintenance and repair of the same. The Subscriber shall not, after the date on which the conveyances are made, have any right of property in the Lift Station or the respective phase thereof, or any part thereof by reason of or on account of its having made a System Contribution, or by reason of or on account of its having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor incident to, the construction of the Lift Station or the respective phase thereof.

- j. Conveyance of the Lift Station Property. Subscriber shall convey to the Utility, all right, title, and interest in that portion of the real estate on which the Lift Station is constructed, as determined by the City of Fishers on the secondary plat of the Proposed Development (the "Lift Station Property"). Subscriber shall dedicate the Lift Station Property within thirty (30) days of recording the secondary plat in substantially the form attached hereto as **Exhibit D**
- k. Conveyance of the Laterals and Lateral Stubs. The Laterals and Lateral Stubs shall not be transferred or assigned to Utility by Subscriber. At the time of conveyance to Utility of those portions of the Lift Station to be conveyed pursuant to Section 1(i) above, the Subscriber shall convey to the respective lot owners the Laterals and Lateral Stubs constructed within the Proposed Development that extend from each premise, structure or building and that are or will be connected to the main sewer line extension(s) to be owned by the Utility. The respective lot owners shall own the Laterals and Lateral Stubs and remain responsible for their maintenance, repair, and/or replacement as necessary all in accordance with the Standards and Specifications. If the respective lot owners fail to properly maintain, repair and/or replace the Laterals and Lateral Stubs, the Utility shall have the right, but not the obligation, to maintain, repair and/or replace the Laterals and Lateral Stubs as reasonably determined by the Utility, but at the respective lot owner's expense.

2. Construction of the Off-Site Sewer.

- a. Construction of Off-Site Sewer. The Subscriber requests, and the Utility agrees, that the Subscriber may design, construct, and install, at Subscriber's expense, the Off-Site Sewer to allow for the subsequent connection of the Proposed Development to the Utility's mains and facilities, the terms of which subsequent connection shall be subject to the execution of a separate Special Contract for the Extension of Sewer Mains and Facilities between the Utility and owners of real property desirous of connecting to the Off-Site Sewer.

- b. Plans and Specifications. The parties agree that the first phase of the Off-Site Sewer shall be comprised of approximately five thousand five hundred fifty feet (5,550') of twelve-inch (12") HDPE DR-11 Force Main (or equivalent size material as approved by the Utility) commencing at the Lift Station and ending at the Intracoastal at Geist Lift Station, all as depicted in the Plans.

The parties agree that the Plans shall be prepared by an engineering firm approved by the Utility, at the Subscriber's expense, prior to construction of the Off-Site Sewer. The parties acknowledge that the Off-Site Sewer may be constructed in phases. The Plans for each phase of the Off-Site Sewer shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of the respective phase of the Off-Site Sewer. Upon approval by the Utility, the Plans shall become a part of this Contract. The Subscriber agrees to provide to the Utility, or assist the Utility in obtaining, all permits and easements or other rights-of-way necessary to construct the Off-Site Sewer. The costs to obtain such permits, easements or rights-of-way shall be paid for by the Subscriber.

- c. Compliance with Plans and Specifications. The Subscriber agrees to design, construct, install and maintain the Off-Site Sewer and each phase thereof in accordance with the Utility's Design Specifications, Construction Specifications, Details, Completion Specifications, Standards for Design and Construction of Building Sewers (Laterals), and Maintenance Specifications for Sanitary Sewer Facilities (together the "Standards and Specifications"), as may be amended from time to time, and in accordance with the Plans, as applicable. Subscriber agrees and acknowledges that the Plans and the Standards and Specifications for the Off-Site Sewer, or any phase thereof, must be submitted to and approved by applicable regulatory agencies or other governmental bodies prior to commencing construction and installation of the Off-Site Sewer, or any phase thereof.
- d. Approved Contractors. The Utility reserves the right to revoke approval of contractors, if in the opinion of the Utility, construction performed by an approved contractor does not conform or did not conform to the Standards and Specifications.

The Subscriber shall pay to the Utility, or the Utility's agent or engineer, any costs for design, redesign, or consultation which may be incurred by the Utility, or the Utility's agent or engineer, prior to or during construction as detailed in the Schedule of Costs attached hereto as **Exhibit C**. For the avoidance of doubt, the Utility has not incurred any design/consultation costs to date.

- e. Maintenance Bond and Testing. Upon substantial completion of construction of the Off-Site Sewer or any phase thereof, and subsequent to satisfactory performance of infiltration tests and/or low pressure air tests and/or mandrel tests and/or vacuum tests, as specified in the Standards and Specifications, the Subscriber shall provide the Utility with a standard three (3) year maintenance bond underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the

construction and installation of the Off-Site Sewer or the respective phase thereof ("Maintenance Bond"). The Maintenance Bond shall be in an amount equal to twenty percent (20%) of all construction costs of the Off-Site Sewer or the respective phase thereof. Subscriber acknowledges that Poindexter Excavating, Inc. ("Poindexter") will not obtain a Maintenance Bond on Subscriber's behalf. If Subscriber uses Poindexter to construct the sewer facilities contemplated herein, Subscriber will be solely responsible for obtaining the above Maintenance Bond. During the three (3) year Maintenance Bond period, the Subscriber shall own the Off-Site Sewer or the respective phase thereof. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Off-Site Sewer or the respective phase thereof. The Subscriber, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Off-Site Sewer or the respective phase thereof, including but not limited to labor, materials and taxes. For so long as the Subscriber owns the Off-Site Sewer or any respective phase or any portions thereof, Subscriber shall remain obligated for all costs to repair and/or replace the Off-Site Sewer in accordance with the Standards and Specifications as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Subscriber is obligated hereunder, shall be performed by Utility or its contractor and the documented costs therefor reimbursed to Utility by Subscriber.

- f. Inspection and Testing. During construction, the Off-Site Sewer, or any respective phase thereof, shall be subject to periodic inspection by the Utility or the Utility's agents in order to ensure conformance to the Plans, and Standards and Specifications as approved by the Utility. Subscriber agrees that all testing of sanitary sewers, as specified in the Standards and Specifications, shall be performed by the Utility or the Utility's agents at the Subscriber's expense. The Subscriber agrees that testing shall not be performed until after all other utility facilities (water, gas, electric, cable television, etc.) have been constructed and installed. The Subscriber covenants and agrees to pay to the Utility or to the Utility's agents, inspection fees equal to eight percent (8%) of the estimated costs of constructing the Off-Site Sewer, or any respective phase thereof, as determined by approved construction bids, which inspection fees shall be paid prior to initiating construction of the Off-Site Sewer. To allow the Utility to properly account for the cost of the Off-Site Sewer, the Subscriber shall provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Off-Site Sewer or phase thereof. The construction cost documentation shall be provided by the Subscriber on a monthly basis, or as otherwise approved by the Utility, as construction proceeds.
- g. Sanitary Sewer Record Drawings. Upon completion of construction of the Off-Site Sewer, or any phase thereof, the Subscriber will have prepared under the Utility's direction, but at Subscriber's expense, sanitary sewer record drawing plans ("Record Drawings") for the Off-Site Sewer or the respective phase thereof, to be approved by the Utility.

- h. Final Inspection Prior to Conveyance. Within six (6) months prior to the conveyance of the Off-Site Sewer, or respective phase thereof, to the Utility, an inspection ("Final Inspection") of the Off-Site Sewer or phase thereof shall be conducted by a firm selected by the Utility. The Final Inspection shall be conducted at the Utility's expense and may consist of walk-through and closed-circuit television inspections of the Off-Site Sewer or respective phase thereof. The purpose of the Final Inspection is to identify any defects in the Off-Site Sewer or phase thereof, which the Subscriber must rectify, at the Subscriber's expense, prior to conveyance of the Off-Site Sewer. A Final Inspection may also consist of flow monitoring, smoke, infiltration, exfiltration, vacuum, low-pressure air, pumping, or pressure (for force mains) testing or any other reasonable test to determine the quality of construction of the Off-Site Sewer or respective phase thereof. The Utility's engineer shall have the sole discretion as to the necessity of the optional tests. The Utility shall provide to the Subscriber a copy of the results of the Final Inspection and a list of any defects the Subscriber shall rectify prior to conveyance. Any defects shall be rectified by the Subscriber as directed by the Utility's engineer.
- i. Conveyance of the Off-Site Sewer. Upon the expiration of the three (3) year period starting from the date of substantial completion of construction and satisfactory performance of all testing provided in Sections 2 (e) and (f) above on the Off-Site Sewer or any phase thereof, the Subscriber shall convey to the Utility all right, title, and interest in the Off-Site Sewer, but exclusive of laterals, building sewers, service pipes, and service lines which extend or will extend from a lot building, structure or premise to the sewer main extension (together referred to as "Laterals"), or any pipes or lines that extend from the sewer main extension and terminate at approximately the border of the lot line easement ("Lateral Stubs") which conveyance shall at that date be treated as a "System Contribution". The Laterals and Lateral Stubs shall at that time be conveyed to the respective lot owners. All System Contributions shall be treated as contributions-in-aid-of-construction. At the time of conveyance to Utility, the Subscriber shall deliver to the Utility such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in the Utility all of Subscriber's title to the facilities comprising the Off-Site Sewer, or the respective phase thereof being conveyed (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned by the respective lot owners), including, without limitation, a bill of sale in substantially the form attached hereto as Exhibit E. Thereafter, those portions of the Off-Site Sewer or the respective phase thereof, including all pipes, mains, lift stations, meters, other equipment and apparatus, and the facilities which compose the Off-Site Sewer or the respective phase thereof (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned and maintained by the respective lot owners) or to which the same is or may be connected (except the Laterals and Lateral Stubs), shall be and remain the sole property of the Utility, and the Utility shall be responsible for the maintenance and repair of the same. The Subscriber shall not, after the date on which the conveyances are made, have any right of property in the Off-Site Sewer or the respective phase thereof, or any part

thereof by reason of or on account of its having made a System Contribution, or by reason of or on account of its having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor incident to, the construction of the Off-Site Sewer or the respective phase thereof.

- j. Conveyance of the Laterals and Lateral Stubs. The Laterals and Lateral Stubs shall not be transferred or assigned to Utility by Subscriber. At the time of conveyance to Utility of those portions of the Off-Site Sewer to be conveyed pursuant to Section 2(i) above, the Subscriber shall convey to the respective lot owners the Laterals and Lateral Stubs constructed within the Proposed Development that extend from each premise, structure or building and that are or will be connected to the main sewer line extension(s) to be owned by the Utility. The respective lot owners shall own the Laterals and Lateral Stubs and remain responsible for their maintenance, repair, and/or replacement as necessary all in accordance with the Standards and Specifications. If the respective lot owners fail to properly maintain, repair and/or replace the Laterals and Lateral Stubs, the Utility shall have the right, but not the obligation, to maintain, repair and/or replace the Laterals and Lateral Stubs as reasonably determined by the Utility, but at the respective lot owner's expense.
3. Commencement of Construction. Construction shall not be commenced on the Lift Station and Off-Site Sewer, or any part thereof, until Subscriber has obtained approval from the Utility, and:
 - a. the Subscriber has provided, at its expense, all necessary information and authority requested by the Utility, including easements, rights-of-way, licenses, permits, or other authority which may be required by the Utility;
 - b. the exact line, grade and location of all streets and other routes for the Off-Site Sewer and Lift Station have been established in the Plans, or otherwise for construction of the Off-Site Sewer or the applicable phase thereof;
 - c. the Subscriber has paid the Utility, or the Utility's agent, for the cost of reviewing the Plans;
 - d. the Subscriber has paid to the Utility all fees, design costs, engineering costs, or any other amount due and payable by the Subscriber hereunder; and
 - e. the Utility has approved in writing the Plans for construction of the Off-Site Sewer and Lift Station or the applicable phase thereof.

If the Subscriber is unable to accomplish items (a) through (e) enumerated above within one (1) year after the date hereof, the Utility may, in its sole discretion, terminate any further obligation it may have under this Contract.

4. Required Redesign, Relocation or Other Change. In the event of a change in the line and/or grade of streets or a change in other physical or topographical aspects of the property or area through which the Off-Site Sewer or Lift Station has been constructed occurring after Subscriber has completed construction of the Off-Site Sewer or Lift Station or any phase thereof and prior to conveyance to the Utility, the Utility shall have the right to determine whether any

redesign, relocation, or other change is required and to compute the cost of such change. Such cost as so computed shall be, at the option of the Subscriber, either paid to the Utility by the Subscriber so that the Utility can make the change required, or the work may be performed by the Subscriber at the Subscriber's expense. In either event, the cost of the work performed shall be a System Contribution at the time of conveyance of the Lift Station or Off-Site Sewer by Subscriber to the Utility, separate and apart from that specified in Section 3 hereof, and the Utility shall be entitled to receive from the Subscriber reimbursement for any additional costs which result from additional design and inspection Fees in connection therewith. If, after 15 days' notice to Subscriber, Subscriber has not commenced the work, the Utility may, in its sole discretion, determine to proceed with the work prior to receipt of the aforementioned System Contribution, and shall have the right to enforce collection of such System Contribution in accordance with the remedies as hereafter provided, and to pursue other legal or equitable remedies available to it, with attorney's fees, and to withhold future service to the Proposed Development until such System Contribution is paid. In the event the Subscriber pays the cost of the change to the Utility so that the Utility can make the change required under this Section 4, the Utility shall make the change as the agent for the Subscriber and the Subscriber shall own all such sewer mains or facilities for three (3) years after substantial completion of construction of same by the Utility and shall, at the end of the three (3) year period, convey such sewer mains or facilities to the Utility in accordance with the terms and provisions of this Contract relating to sewer mains and facilities constructed by the Subscriber.

5. No Refunds Based Upon Other Main Extensions. Notwithstanding any other provisions of this Contract, the Utility shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Off-Site Sewer or Lift Station, or the respective phase thereof. The Subscriber agrees to provide, at no cost to the Utility, any and all easements necessary to provide the Utility with access to the Off-Site Sewer, or the respective phase thereof, for the purpose of connecting such extensions and facilities to the Off-Site Sewer, or the respective phase thereof. Neither the construction of any such other main extension or facilities nor any service furnished by or from such other main extensions or facilities shall be subject to or in any manner affect this Contract, and the Subscriber shall not be entitled to any refund, payment, or compensation for the construction or use of such other main extensions or facilities, or connections for service therefrom.

6. Termination Point, Installation of Lateral Stubs. In order to meet future demands for service from areas outside the Proposed Development, the Subscriber agrees, at the Subscriber's expense, to terminate the Off-Site Sewer, or the respective phase thereof, at a location specified by the Utility to facilitate access for said future service. The Subscriber further agrees to install, at the Subscriber's expense, Laterals and/or Lateral Stubs at locations on the Off-Site Sewer, or the respective phase thereof, specified by the Utility to facilitate access for said future service.

7. Oversizing of Sewer Facilities. At the Utility's option, any sanitary sewer mains and/or facilities (including the Lift Station) constructed pursuant to this Contract may be oversized to meet future demands for service from areas outside the Development. The Subscriber agrees to construct all sewer mains and/or facilities (including the Lift Station) to a size or capacity requested

by the Utility. The Subscriber further agrees, at the Subscriber's expense, to terminate the above sewer mains and/or facilities at locations as specified by the Utility to facilitate access for said future service. The Subscriber shall install, at the Subscriber's expense, Lateral Stubs at locations specified by the Utility to facilitate access for said future service. The Utility agrees to pay, in accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any lift station, gravity main, or in the situation where a force main system is utilized and permitted by the Utility, any force main and related pump station, to a size larger than that necessary to serve the Proposed Development, as determined by the Utility; provided, however, the Subscriber agrees to pay, if requested by the Utility, the costs required to oversize gravity mains up to a maximum size of ten inches (10") in diameter or, in the situation where a force main system is utilized and permitted by the Utility, a size (both force main and pump station) equivalent in capacity to a ten inch (10") gravity sewer main. The above oversizing costs shall be paid by the Utility at the time the Utility issues a Final Statement of Construction Costs for the Off-Site Sewer, Lift Station, or any respective phase thereof, which final statement shall be issued within sixty (60) days of Subscriber completing construction of the Off-Site Sewer or Lift Station and submitting to Utility the actual documented costs of constructing the Off-Site Sewer or Lift Station. However, notwithstanding the above, the Utility shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by the Utility's engineer. Oversizing costs for the Off-Site Sewer and Lift Station are attached hereto and incorporated herein as Exhibit C.

8. Exclusive Easements. The Subscriber agrees to provide exclusive easements, as determined by the Utility's engineer, for any gravity interceptor sewer main or force main constructed pursuant to this Contract. The exclusive easement(s) shall specify that the Grantor will not convey any other easement or conflicting right within the area covered by the easement, shall be provided at no cost to the Utility, and shall be provided in substantially the same form as the easement attached hereto as Exhibit F.

9. Pavement, Lighting, Mounding, Landscaping, Water Features, Irrigation Systems, Signage, Fences, Walls, and Changes of Grade over Sewer Facilities. In order to ensure that access to sanitary sewer mains or manholes are not restricted in the event repair or excavation is required, the Subscriber agrees that, as determined by the Utility's engineer:

- a. No paved or concrete driveways, parking areas, sidewalks, patios, or similar structures shall be constructed over or within one (1) foot horizontal distance of sanitary sewer manhole castings.
- b. No paved or concrete roads, streets or other thoroughfares shall be constructed over or within five (5) feet horizontal distance of sanitary sewer manhole castings.
- c. No light poles, streetlights, or outdoor lights of any kind shall be constructed directly over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals or manholes.
- d. The toe of the slope of earthen mounding shall not be placed within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- e. No trees, shrubbery or similar growths shall be planted, or allowed to grow, directly over or within ten (10) feet horizontal distance measured from the dripline of the

mature planting to sanitary sewer mains, Laterals, or manholes.

- f. Any landscaping, plantings, trees, shrubbery or similar growths, or landscaping items or objects, facilities or structures placed within utility easements or rights-of-way are at risk of being removed by the Utility without any obligation or liability of replacement by Utility.
- g. No lakes, ponds, or similar such water features shall be constructed over or within twenty (20) feet horizontal distance measured from top of bank to the centerline of sanitary sewer mains, Laterals, or manholes.
- h. No irrigation systems shall be constructed within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- i. No signs, fences, retaining walls, landscaping walls, or entrance walls shall be constructed directly over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- j. Changes of grade over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes are prohibited.

10. Prior Agreements and Amendments. This Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

11. Default by Subscriber. Each of the following events by, or applicable to, the Subscriber shall constitute an "Event of Default" by the Subscriber:

- a. failure for more than ten (10) days to pay when due any of the Utility's Costs for reviewing the Plans, Inspection Fees, design costs, or any other amount payable by the Subscriber hereunder;
- b. as to any Subscriber which is a party to this Contract and which is a corporation or partnership, the dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of any such Subscriber for more than thirty (30) days;
- c. the failure to observe or perform any of the Subscriber's obligations under the other terms, covenants or conditions of this Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility as amended from time to time, or the laws of the state of Indiana as they pertain to sewage disposal service and all matters related thereto, which failure persists for more than thirty (30) days;
- d. the filing by the Subscriber (or any one or more of its general partners, if a partnership) in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Subscriber's (or such partner's) property, or for the liquidation or winding-up of such Subscriber's (or such partner's) affairs; or an assignment by such Subscriber (or such partner) for the benefit of creditors;

- e. the filing against the Subscriber (or any one or more of its general partners, if a partnership) in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Subscriber's (or such partner's) property, or for the liquidation or winding-up of such Subscriber's (or such partner's) affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- f. the taking by any party of the interest of the Subscriber in the property through which the Lift Station or Off-Site Sewer is constructed or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Contract by the Subscriber, the Utility may:

- a. collect from the Subscriber all costs and expenses, including attorneys', architects' and engineers' fees, incurred or suffered by the Utility in connection with this Contract and the enforcement of the Utility's rights hereunder; and
- b. pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

11. Indemnification. The Subscriber hereby indemnifies and holds harmless the Utility and the City of Fishers, Hamilton County, Indiana from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Proposed Development or arising out of the Proposed Development or the operations in connection therewith or arising out of the design, construction, operation, maintenance, and repair of the Lift Station and Off-Site Sewer. The indemnification herein provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damages, claims, liens or liabilities or any action or proceeding brought thereon.

12. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

City of Fishers, Dept. of Engineering
Attn: Jason Taylor, Director
1 Municipal Drive
Fishers, IN 46038

The Subscriber(s):

CND-Grantham, LLC
Attn: John Burchfield
1111 N. Post Oak Road
Houston, TX 77055

With a copy to:

Christopher P. Greisl, City Attorney
City of Fishers, Administration
1 Municipal Drive
Fishers, IN 46038

or such other address as the parties may by written notice specify. Notice delivered to the Subscriber's address above shall be deemed notice to the Subscriber.

13. Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

14. No Waiver; Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Contract is invalid or unenforceable under applicable law, the remaining portions of the Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Contract.

15. Assignment of Contract. The Utility may assign this Contract. Subject to the prior written approval of the Utility, which approval shall not be unreasonably withheld, this Contract may be assigned to another entity or institutional lender who intends to purchase, or make a mortgage loan on all or part of the Proposed Development.

16. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Contract as of the date first written above.

"UTILITY"

CITY OF FISHERS, HAMILTON COUNTY,
INDIANA, ACTING BY AND THROUGH ITS
MUNICIPAL SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

"SUBSCRIBER"

CND Grantham, LLC

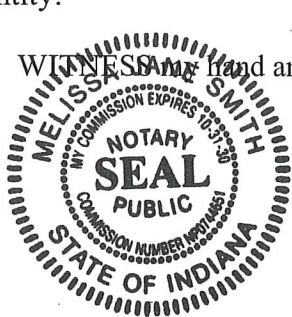
By: [Signature]

Printed: MICHAEL LUERKE

Its: AUTHORIZED AGENT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Michael Luerke, by me known to be the Authorized Agent of CND Grantham, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of said entity.



WITNESSE and Notarial Seal this 3rd day of January, 2023.

[Signature]

Notary Public

Melissa Jane Smith

(Printed Signature)

My Commission Expires:
10/31/30

My County of Residence:
Hamilton

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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Attachments:

- Exhibit A - Lift Station
- Exhibit B - Off-Site Sewer Construction Plans
- Exhibit C - Schedule of Costs
- Exhibit D - Dedication of Lift Station Property
- Exhibit E - Bill of Sale
- Exhibit F- Easements

EXHIBIT A

[Legal Description of Proposed Development]

THIS INSTRUMENT PREPARED BY:
 KRISTOPHER K. EICHORN
 HMC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2800
 INDIANAPOLIS, IN 46204
 PHONE: (317) 347-3553

DEVELOPED BY:
 GND GRANTHAM, LLC
 9330 N. MERIDIAN ST., SUITE 100
 INDIANAPOLIS, IN 46260
 PHONE: (317) 689-8500

GRANTHAM

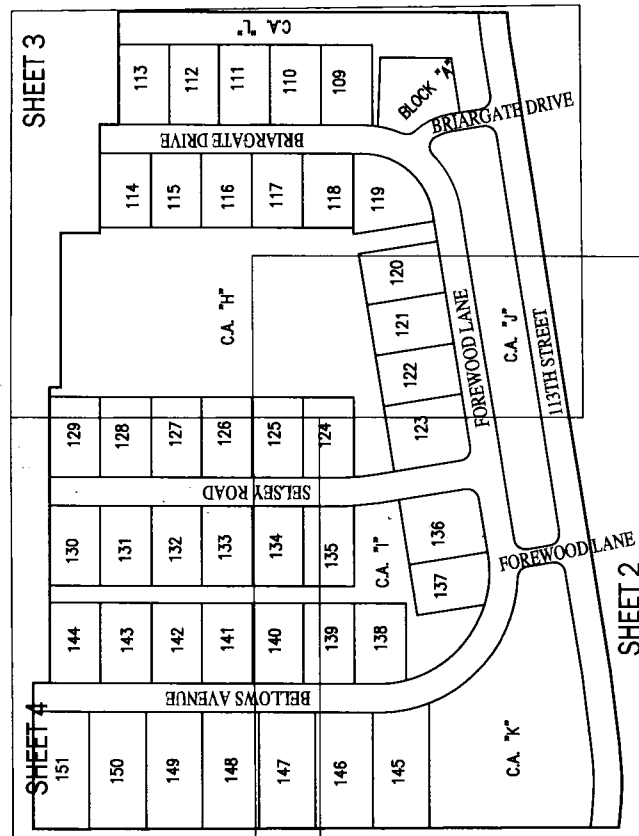
SECTION 2

SECONDARY PLAT

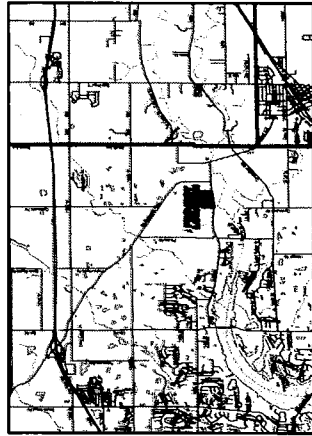
HAMILTON COUNTY, FALL CREEK TOWNSHIP
 (SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)

SP-21-27

Curve Table				
Curve #	Length	Radius	Chord Length	Delta
C-1	118.82'	523.47'	118.57'	S89°41'50"W 13°00'19"
C-2	107.47'	473.47'	107.24'	S89°41'50"W 13°00'19"
C-3	31.42'	20.00'	28.28'	S4°06'31"E 90°00'00"
C-4	31.42'	20.00'	28.28'	S4°06'31"E 90°00'00"
C-5	31.42'	20.00'	28.28'	S3°53'29"W 90°00'00"
C-6	27.54'	20.00'	25.42'	N48°33'36"W 76°54'09"
C-7	378.34'	245.00'	340.42'	S44°00'20"E 88°00'40"
C-8	380.85'	220.00'	334.85'	S49°33'16"E 89°06'31"
C-9	337.31'	195.00'	296.80'	S48°33'16"E 89°06'31"
C-10	31.42'	20.00'	28.28'	N3°53'29"E 90°00'00"
C-11	31.42'	20.00'	28.28'	S4°06'31"E 90°00'00"
C-12	75.51'	475.00'	75.43'	S94°33'16"E 9°06'31"
C-13	78.46'	500.00'	78.40'	S94°33'16"E 9°06'31"
C-14	83.46'	525.00'	83.37'	S94°33'16"E 9°06'31"
C-15	108.00'	175.00'	107.25'	S83°02'49"E 35°41'19"
C-16	211.77'	150.00'	194.62'	N40°26'44"E 80°53'29"
C-17	178.48'	125.00'	162.18'	N40°26'44"E 80°53'29"
C-18	38.85'	20.00'	31.74'	N82°17'43"W 105°00'15"
C-19	30.69'	85.00'	30.52'	S18°27'03"W 20°41'04"
C-20	82.36'	100.00'	80.06'	S32°42'16"W 47°11'29"
C-21	68.10'	115.00'	68.06'	S28°19'17"W 34°25'32"
C-22	31.48'	20.00'	28.34'	S38°00'08"E 90°13'19"
C-23	31.34'	20.00'	28.23'	S33°59'52"E 89°46'41"
C-24	23.36'	20.00'	22.08'	S10°01'44"E 67°00'39"
C-25	71.70'	175.00'	71.20'	N11°44'18"E 23°26'36"



Site Map
 SCALE: 1" = 150'



Vicinity Map
 Not to Scale



DEVELOPMENT STANDARDS
 GRANTHAM PUD, ORDINANCE NO. 111620A
 (PUD - R)
 EXECUTIVE DISTRICT

- MIN. LOT AREA 11,700 SF
 - MIN. LOT WIDTH BSL 90'
 - MIN. LOT FRONTAGE 50'
 - MIN. CORNER LOT WIDTH 100'
 - MIN. FRONT SETBACK 25'
 - MIN. SIDE SETBACK 5'
 - MIN. REAR SETBACK 5'
 - MIN. IMPERVIOUS SURFACE COVERAGE 45%
 - ONE STORY 1,800 SF
 - TWO STORY 2,400 SF
 - MAX. PRIMARY STRUCTURE HEIGHT 35'
- Standards are subject to change per the applicable zoning ordinance.



Grid North

Scale: 1" = 150'

LOTS IN THIS SECTION = 43
 1 BLOCK AND 5 COMMON AREAS
 ACREAGE IN THIS SECTION = 29.223 AC.

THE SITE LIES WITHIN FLOOD HAZARD ZONE X (UNSHADED) AS SAID
 ZONE PLOTS BY SCALE ON COMMUNITY PANEL NUMBER 180080 0259
 G (MAP NUMBER 1805700259) OF THE FLOOD INSURANCE RATE
 MAPS FOR HAMILTON COUNTY, INDIANA (MAPS DATED NOVEMBER 19,
 2014).

SHEET 1 OF 5

SEE SHEET 5 FOR LAND DESCRIPTION

THIS INSTRUMENT PREPARED BY:
 KRISTOPHER K. EICHORN
 HWC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2800
 INDIANAPOLIS, IN 46204
 PHONE: (317) 347-5863

DEVELOPED BY:
 GND GRANTHAM, LLC
 9330 N. MERIDIAN ST., SUITE 100
 INDIANAPOLIS, INDIANA 46260
 PHONE: (317) 669-8500



Grid North



Scale: 1" = 50'

GRANTHAM

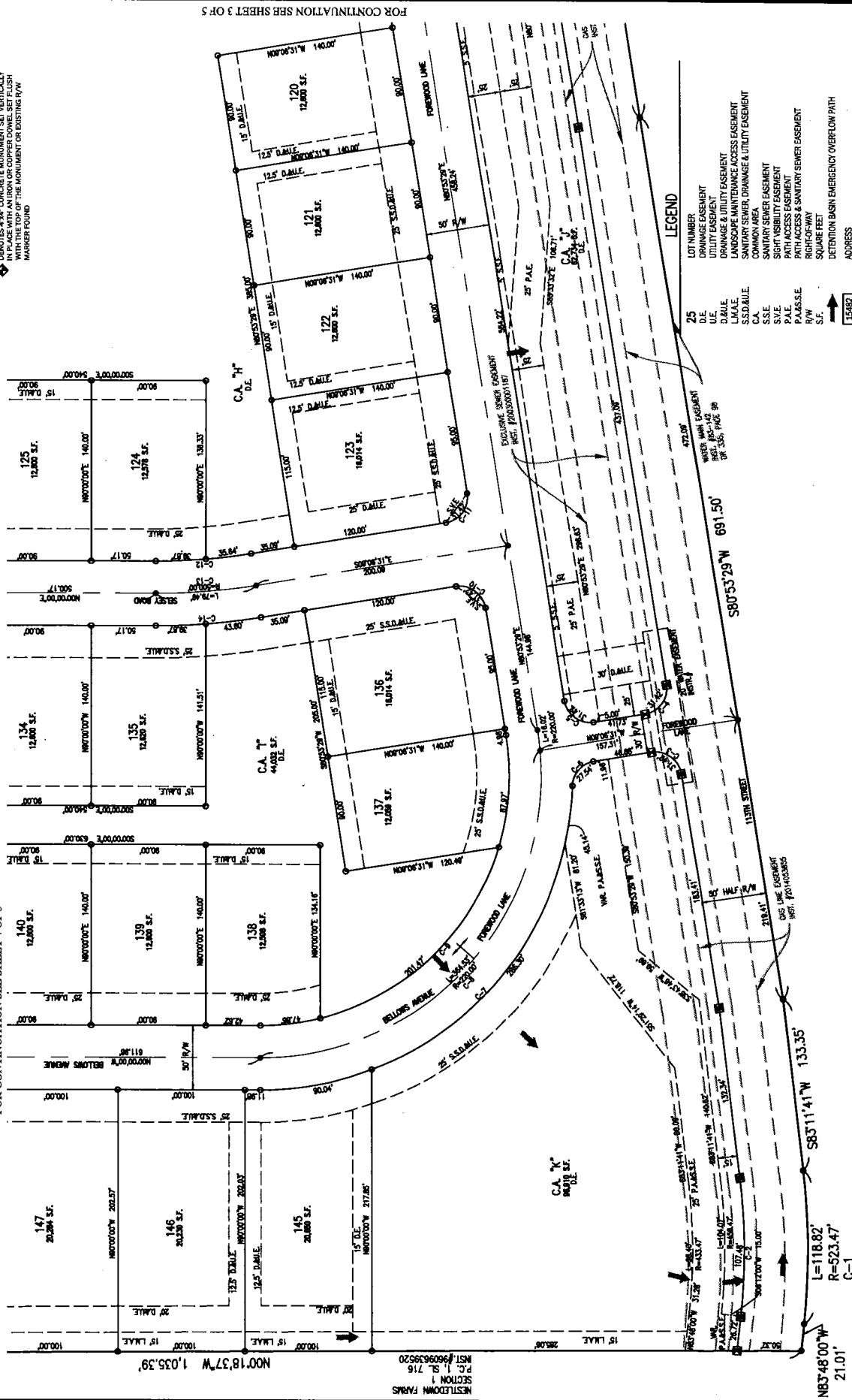
SECTION 2

SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
 (SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
 CITY OF FISHERS

SP-21-27

FOR CONTINUATION SEE SHEET 4 OF 5



SEE SHEET 1 FOR CURVE TABLE
 SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 2 OF 5

GRANTHAM

SECTION 2

SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST
CITY OF FISHERS

SP-21-27

THIS INSTRUMENT PREPARED BY:
KRISTOPHER K. EICHORN
HMC ENGINEERING
135 NORTH PENNSYLVANIA STREET, SUITE 2800
INDIANAPOLIS, IN 46204
PHONE: (317) 347-3663

DEVELOPED BY:
CND GRANTHAM, LLC
9310 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, INDIANA 46260
PHONE (317) 669-8500

SUBDIVISION MONUMENTATION

MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.

SUBDIVISION MONUMENTS
● DENOTES A 5/8" IRON PEG SET 2" LONG WITH 1/4" DIA. IRON WIRE CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.

○ DENOTES A 5/8" REBAR, WITH CAP MARKED "HMC ENGINEERING FIRM #0154", 20" LONG TO BE SET AT INTERSECTION OF CURVES AND ENDINGS OF CURVES AND THE INTERSECTION OF LINES.

◆ DENOTES A 4"X4" CONCRETE MONUMENT SET VERTICALLY IN PLACE WITH AN IRON OR COPPER DOWEL SET FLUSH WITH THE TOP OF THE MONUMENT OR EXISTING R/W MARKER FOUND

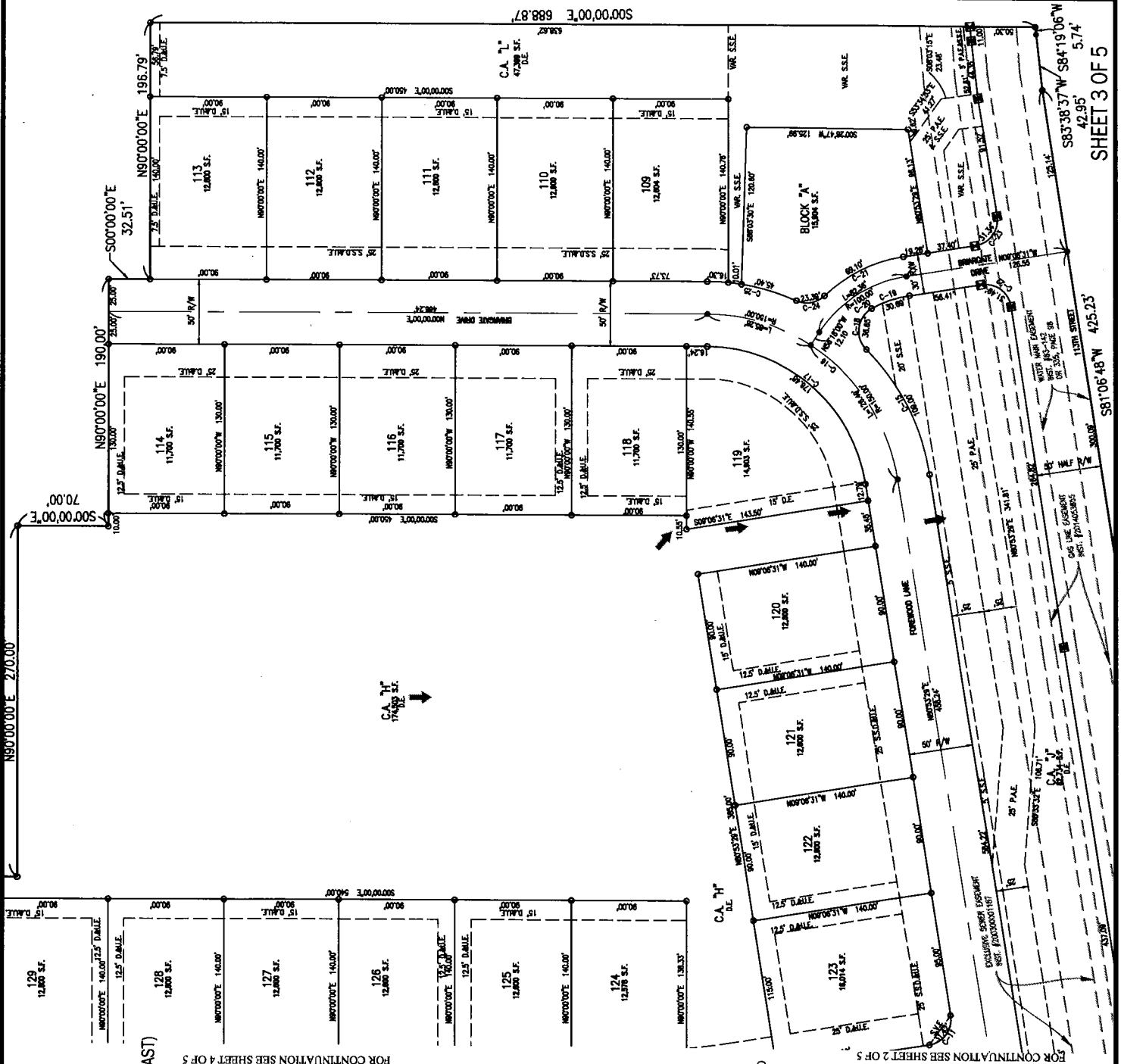


Grid North

Scale: 1" = 50'

LEGEND

25	LOT NUMBER
DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
D.A.E.	DRAINAGE & UTILITY EASEMENT
L.M.A.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT
S.S.D.A.E.	SANITARY SEWER, DRAINAGE & UTILITY EASEMENT
C.A.	COMMON AREA
S.S.E.	SANITARY SEWER EASEMENT
S.E.	SEWER EASEMENT
P.A.E.	PATH ACCESS EASEMENT
P.A.S.S.E.	PATH ACCESS & SANITARY SEWER EASEMENT
R/W	RIGHT-OF-WAY
S.F.	SQUARE FEET
15482	DETENTION BASIN EMERGENCY OVERFLOW PATH ADDRESS



SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 3 OF 5

THIS INSTRUMENT PREPARED BY:
 KRISTOPHER K. EICHORN
 HWC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2800
 INDIANAPOLIS, IN 46204
 PHONE: (317) 347-3963

DEVELOPED BY:
 CNO GRANTHAM, LLC
 9330 N. MERIDIAN ST., SUITE 100
 INDIANAPOLIS, INDIANA 46260
 PHONE (317) 669-8500

GRANTHAM SECTION 2 SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
 (SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
 CITY OF FISHERS

SP-21-27

WE COR. NESTLEDOWN FARMS SECTION ONE
 S00°18'37"W 400.33'
 S00°00'00"E 100.29'
 SW COR. SW 1/4 SEC. 31-T18-R6E
 POINT OF COMMENCEMENT
 SW COR. SW 1/4 SEC. 32, T18N, R6E
 STONE WITH "X"

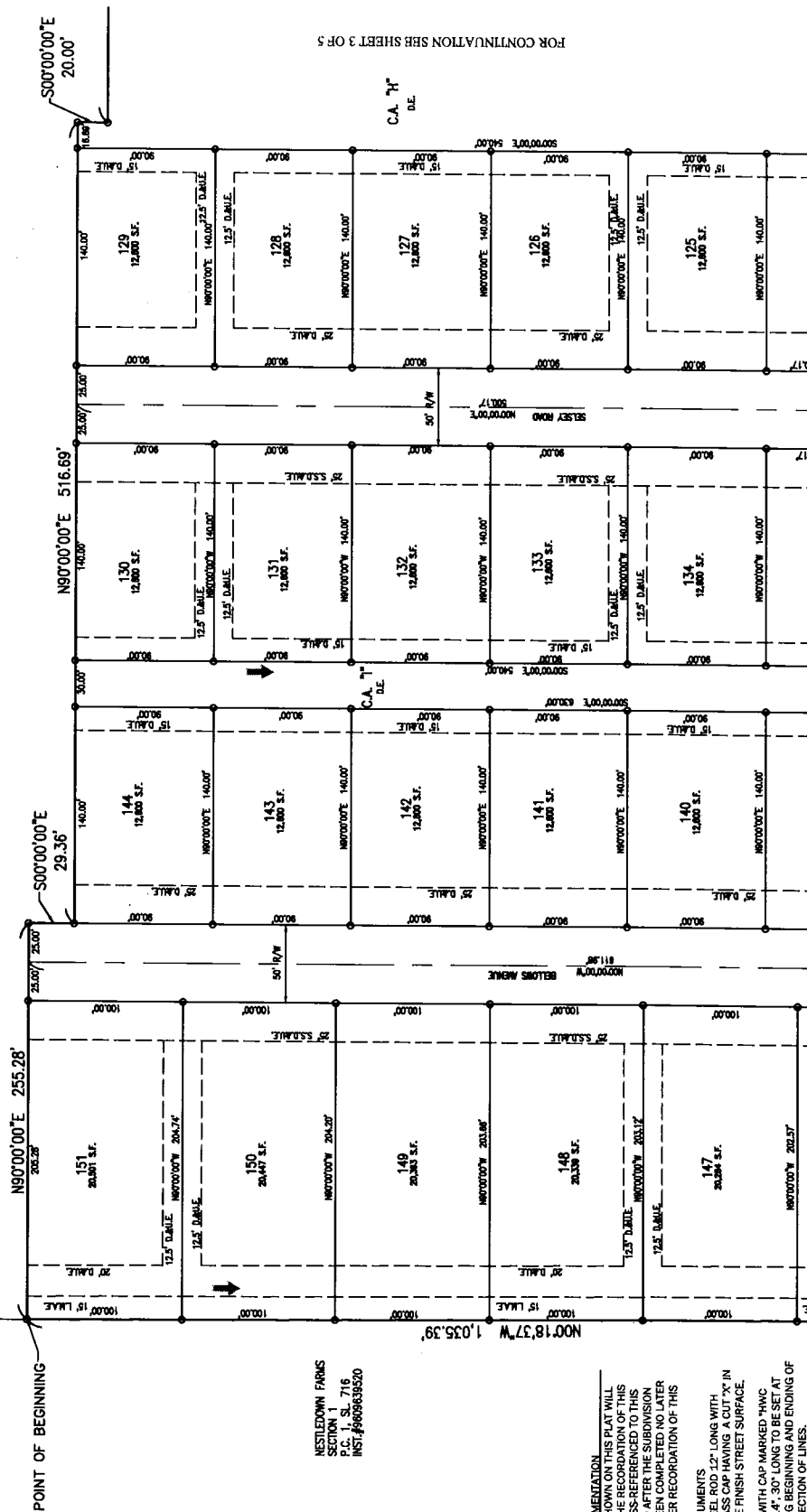
LEGEND

25	LOT NUMBER
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
L.M.A.E.	DRAINAGE & UTILITY EASEMENT
S.S.D.A.L.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT
C.A.	SANITARY SEWER, DRAINAGE & UTILITY EASEMENT
S.S.E.	COMMON AREA
S.S.E.	SANITARY SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
P.A.E.	PATH ACCESS EASEMENT
P.A.S.S.E.	PATH ACCESS & SANITARY SEWER EASEMENT
R/W	RIGHT-OF-WAY
S.F.	SQUARE FEET
	DETENTION BASIN EMERGENCY OVERFLOW PATH
	ADDRESS



Grid North

Scale: 1" = 50'



NESTLEDOWN FARMS
 SECTION 1
 P.C. 1, S. 1, 716
 INST. #609636520

SUBDIVISION MONUMENTATION
 MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDED TO THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDED OF THIS PLAT.

- DENOTES A 5/8" DIA. STEEL ROD 12" LONG WITH 2-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.
- DENOTES A 5/8" REBAR, WITH CAP MARKED "HWC ENGINEERING FIRM #0114", 30" LONG TO BE SET AT LOT CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
- ◆ DENOTES A 4" CONCRETE MONUMENT SET VERTICALLY IN PLACE WITH AN IRON OR COPPER DOWEL SET FLUSH WITH THE TOP OF THE MONUMENT OR EXISTING R/W MARKER FOUND

SEE SHEET 1 FOR CURVE TABLE
 SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 4 OF 5

SP-21-27

Adopted by the Fishers Plat Committee, a subcommittee of the Advisory Plan Commission:

Block "A" shall be used exclusively for a sanitary sewer lift station. The owner shall convey Block "A" to the City of Fishers, by and through its municipal utility, or the sewer utility having jurisdiction over the sanitary waste disposal system, within thirty (30) days of recording this secondary plat.

SOURCE OF TITLE
2021022867

Part of the Northwest Quarter of Section 5, Township 37 North, Range 6 East, and part of the Northeast Quarter of Section 6, Township 37 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, based upon an ALTA/NSPS Land Title Survey prepared by Kristopher K. Elkhorn, Professional Surveyor Number 21000230, HWC Engineering Job Number 2019-248, recorded December 14, 2021 as Instrument Number 20211089266 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

COMMENCEING at a stone with cut "X" at the Southwest corner of said Southwest Quarter of Section 32,
Township 18N, Range 6E, South 88 degrees 07' said Southwest Quarter of said Southwest Quarter
of Township 18N, Range 6E, South 88 degrees 07' minutes 00 seconds West; (g) bearing
along InCo's Hamilton Zone, NAD83, 2011, EPOCH 2010.00 along the south line of the Southeast Quarter
of Township 18N, Range 6E, South 88 degrees 07' minutes 00 seconds East; (h) distance of 109.28 feet to the northeast corner of
said Northeast Quarter of Section 31, Township 18N, Range 6E, South 88 degrees 07' minutes 00 seconds West;
Section One, per plat recorded in Plat Cabinet L, Slide 716 as Instrument Number
2011-00224, recorded in the Public Records Office of the State of North Dakota, dated 05/11/2011,
Northwestland Farms, containing a survey of said land, and

(1) from the southeast corner of said plat a distance of 498.33 feet to the POINT OF BEGINNING, thence North 90 degrees 00
minutes 00 seconds East a distance of 255.28 feet; thence South 00 degrees 00 minutes 00 seconds
East a distance of 29.36 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 516.69
feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 20.00 feet; thence North 90
degrees 00 minutes 00 seconds East a distance of 270.00 feet; thence South 00 degrees 00 minutes 00
seconds East a distance of 190.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 32.51 feet; thence
South 00 degrees 00 minutes 00 seconds East a distance of 196.79 feet; thence South 00 degrees 00
minutes 00 seconds East a distance of 688.87 feet to the centerline of 113th Street and the following

(1) courses are along said centerline: (1) thence North 84 degrees 19 minutes 06 seconds West a
distance of 5.74 feet; (2) thence South 83 degrees 38 minutes 37' seconds West a distance of 42.95 feet
to the intersection of said centerline and the north-south line of said Township 18N, Range 6E, South
88 degrees 07' minutes 00 seconds East; (3) thence West a distance of 691.50 feet; (4) thence South 83 degrees 11 minutes
53 seconds West a distance of 29.06 feet; (5) thence West a distance of 691.50 feet; (6) thence South 83 degrees 11 minutes
53 seconds West a distance of 133.35 feet to the point of curvature of a non-tangent curve to the right
having a radius of 523.47 feet; (7) thence westerly along said curve arc a distance of 118.82 feet; (8)
having a chord subtended by a chord having a bearing of South 89 degrees 41 minutes 50 seconds West and
a chord distance of 118.57 feet; (7) thence North 83 degrees 48 minutes 00 seconds West a distance of
101.01 feet to the east-line of said Northwestland Farms, and

(1) from the northeast corner of said plat a distance of 1109.35 feet to the POINT OF BEGINNING, containing
29.2233 acres, more or less.

This subdivision consists of 43 lots numbered 109 through 151 (all inclusive); five (5) Common Areas labeled C.A. "H", C.A. "I", C.A. "J", C.A. "K" and C.A. "L"; and one (1) block labeled Block "A". The size of the lots and width of streets are shown in feet and decimal parts thereof.

Cross reference is hereby made to a survey plat recorded as Instrument Number 2021089266 in the office of the Recorder for Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Professional Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 28th day of November, 2022.

Kristopher K. Eichhorn, a Professional Surveyor licensed in compliance with the laws of the State of Indiana, hereby certify that the within plat represents a survey completed by me on that all the monuments shown are to be set, and that the location, size, type and material of said monuments are accurate.



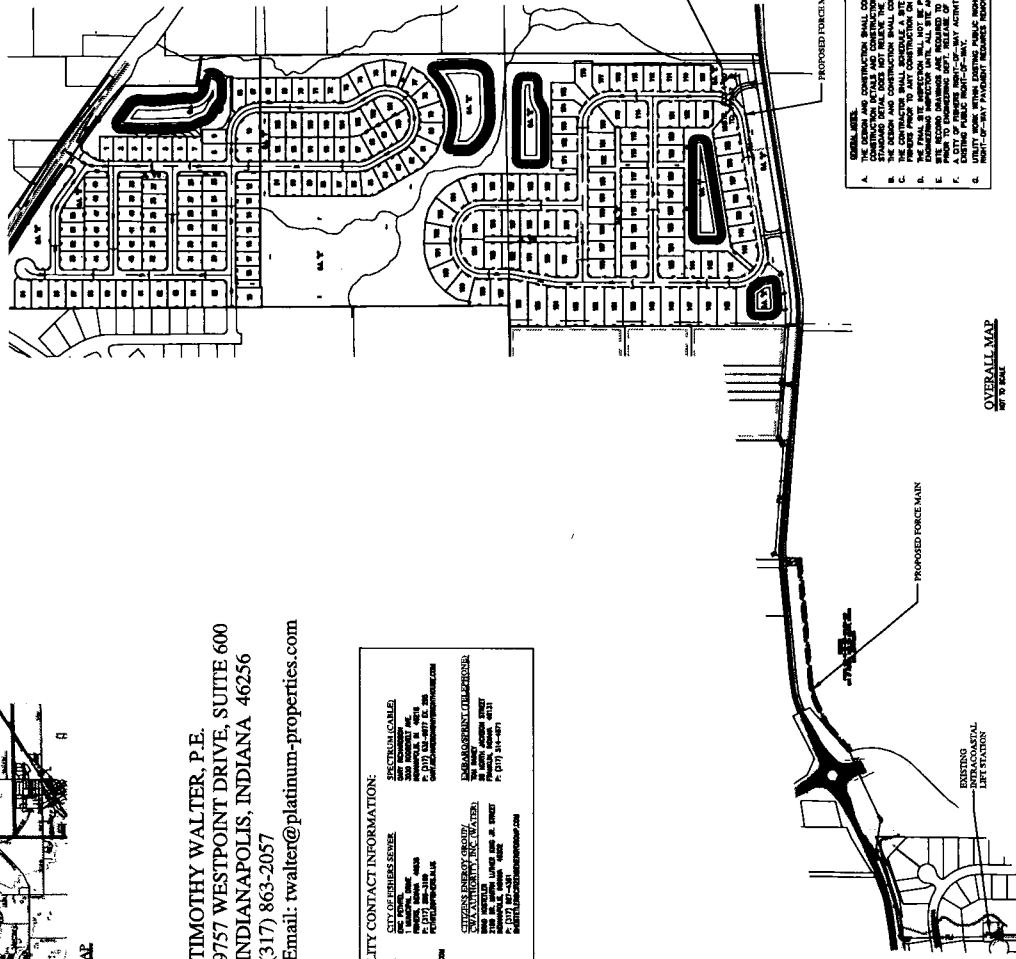
affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law. Kristopher K. Eichhorn.

The owner, developer, Homeowners Association (HOA), and its heirs and assigns shall be responsible for the maintenance and repair of any portion of the entryway and exit columns, fencing, landscaping, lighting, etc., within the public right-of-way. The City of Fishers will be held harmless for any damages as a result of the encroachment of the entrance and exit columns, fencing, landscaping, lighting, etc., within the public right-of-way.

EXHIBIT B

[Construction Plans]

B-1

 LOCATION MAP
SCALE 1" = 1 MILE[illegible]

OVERALL MAP
NOT TO SCALE

[illegible][illegible]

Sheet Number	Sheet Index	Sheet Title
C1.0	Cover Sheet	
C4.0	Proposed Force main connection at Intra-county Lift Station	
C4.1	Force Main Plan and Profile	
C4.2	Force Main Plan and Profile	
C4.3	Force Main Plan and Profile	
C4.4	Force Main Plan and Profile	
C4.5	Force Main Plan and Profile	
C4.6	Force Main Plan and Profile	
C4.7	Force Main Plan and Profile	
C4.8	Force Main Plan and Profile	
C4.9	Force Main Plan and Profile	
C4.10	Gruntan Lift Sta Site Plan	
C4.11	Gruntan Lift Station Details	
C4.12	Miscellaneous Details	
C4.13	Miscellaneous Details	
C4.14	Lift Station and Force Main Specifications	
C4.15	Lift Station and Force Main Specifications	
C4.16	Lift Station and Force Main Specifications	
C4.17	Lift Station and Force Main Specifications	
E1	Erosion Control Plan Views	
E2	Erosion Control Plan Views	
E3	Erosion Control Plan Views	
E4	Storm Water Pollution Prevention Notices	
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E6	Overall Electrical Site Plans	
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E8	Electrical One-Line Diagram	
E9	Pump Control Panel Equipment Layout	
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E11	Pump Control Panel Wiring Diagram	
E12	Pump Control Panel Wiring Diagram Cont.	
E13	Electrical General Details	
E14	Electrical General Details Cont.	
E15	Electrical General Details Cont.	
E16	City of Haines Construction Details	
E17	1, 2-6, 8, 18-22	

SOILS MAP
NOT TO SCALE

SOILS LEGEND

END

[illegible]

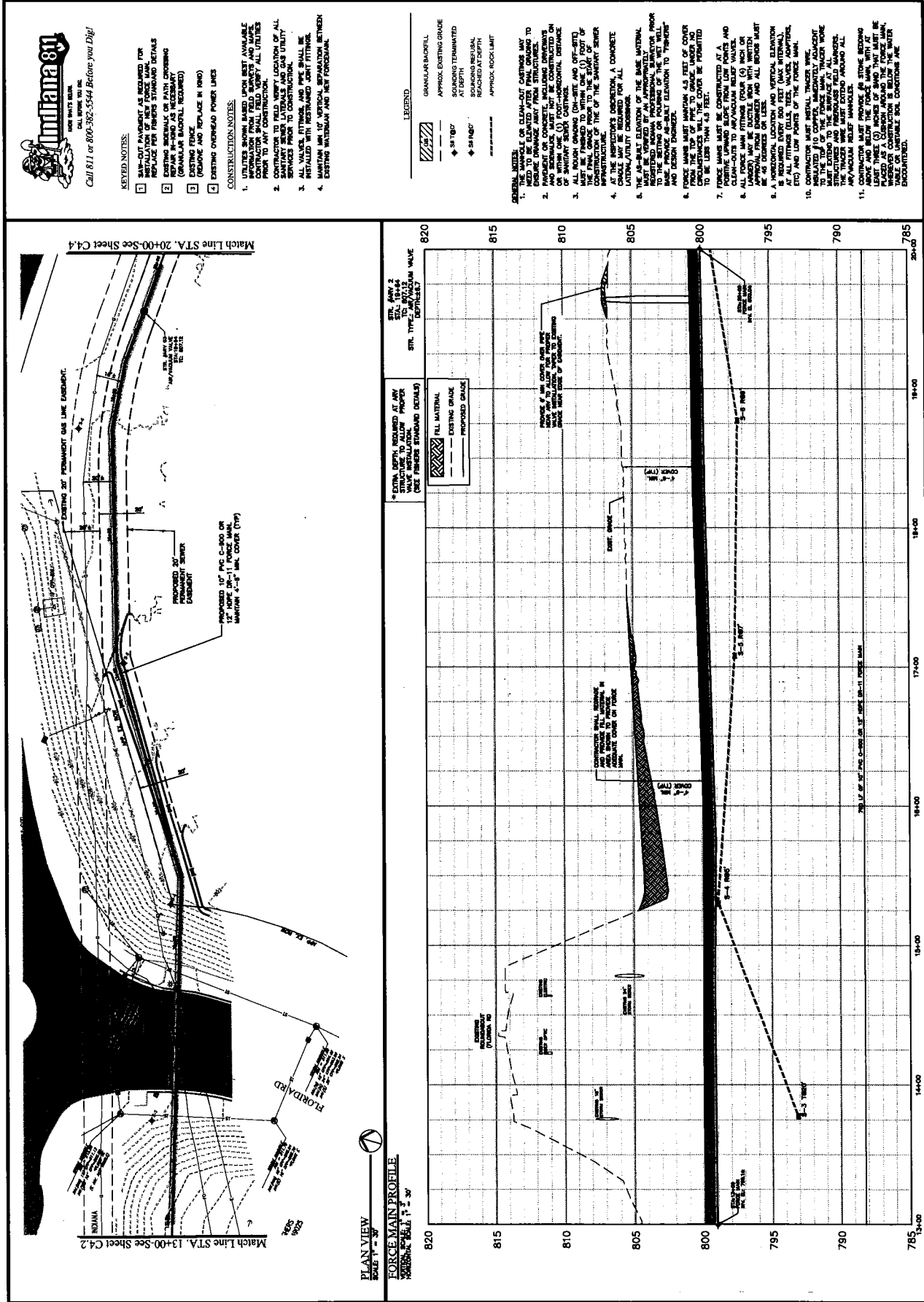
GRANTHAM SECTION 2 PROPOSED LIFT STATION AND FORCE MAIN PROJECT

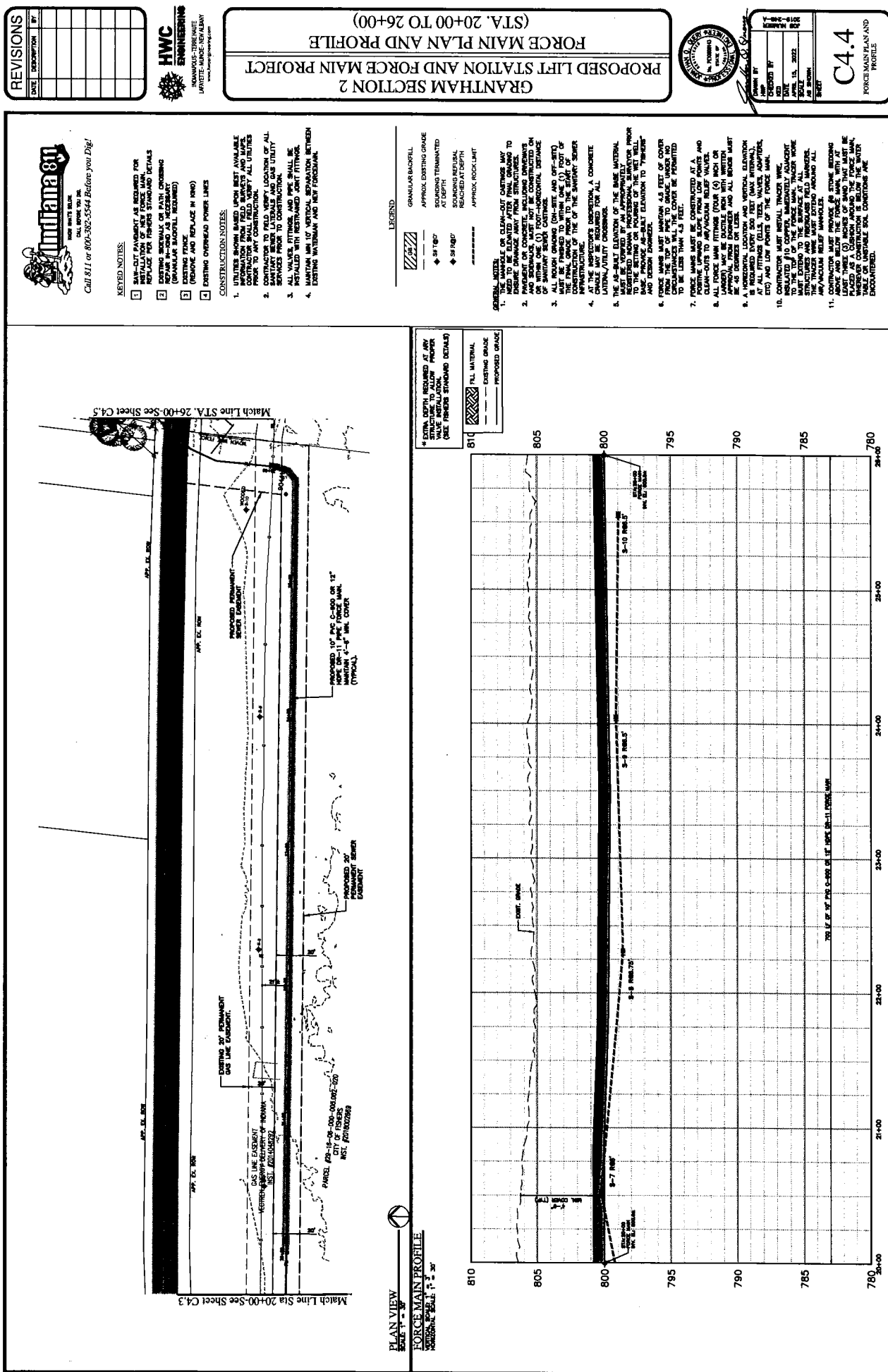


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				3-2-RT		

Plot Date: Sep 08, 2022 Plot Time: 8:33am File Name: W:\Platinum Properties\2018-244-S Greenham Design\CAD\112446\acornshp.dwg Layout: C4.1 By: mpehara

DRAWN BY CHECKED BY HAD DATE APRIL 15, 2022 SCALE AS SHOWN SHEET	JOB NUMBER 2019-248-A
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REVISIONS	DATE	DESCRIPTION	BY



GRANTHAM SECTION 2
PROPOSED LIFT STATION AND FORCE MAIN PROJECT
FORCE MAIN PLAN AND PROFILE
(STA. 26+00 TO 33+00)

DESIGNED BY: **W. C. Givens**

CHECKED BY: **W. C. Givens**

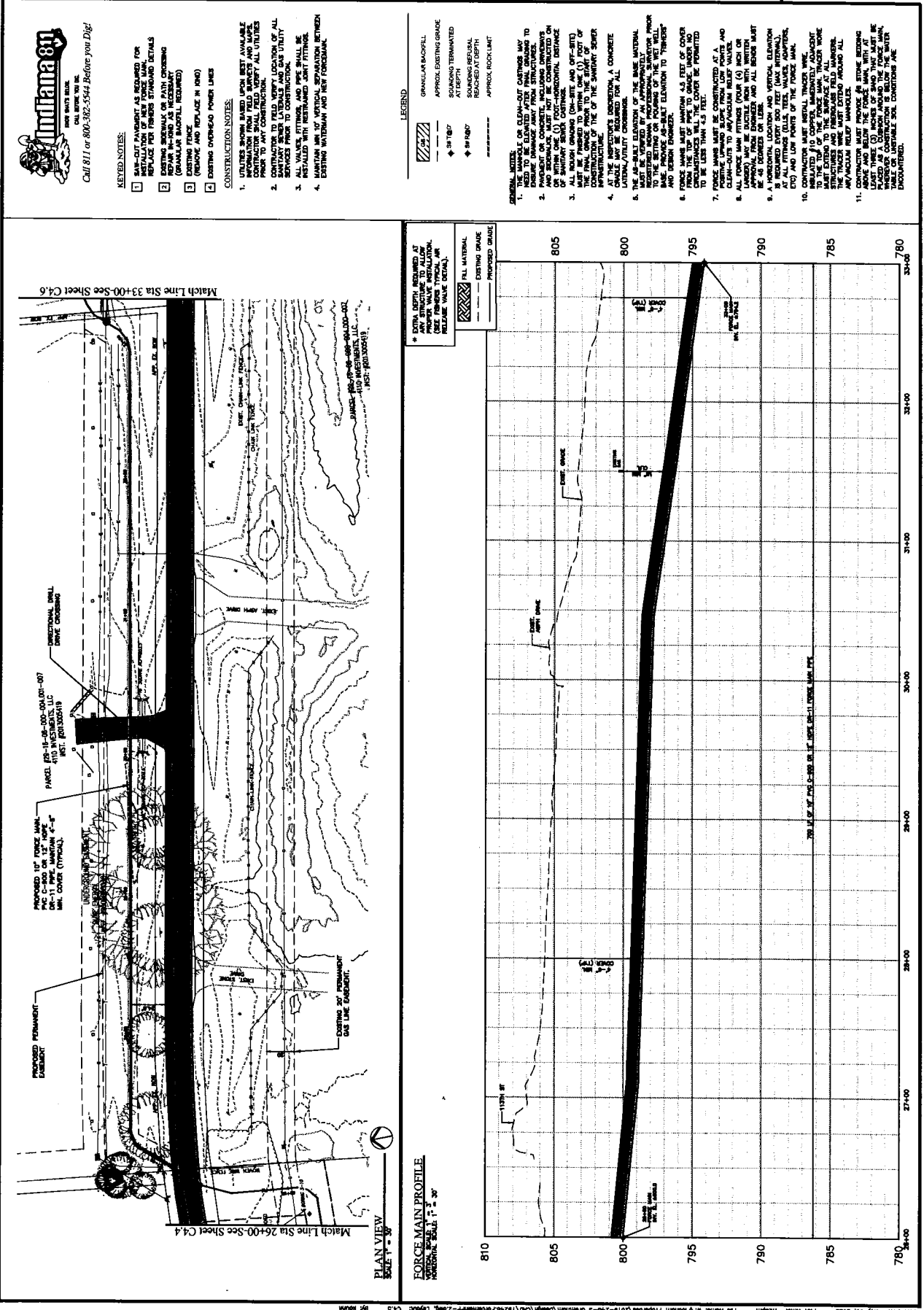
DATE: **APR 15, 2022**

AS SHOWN

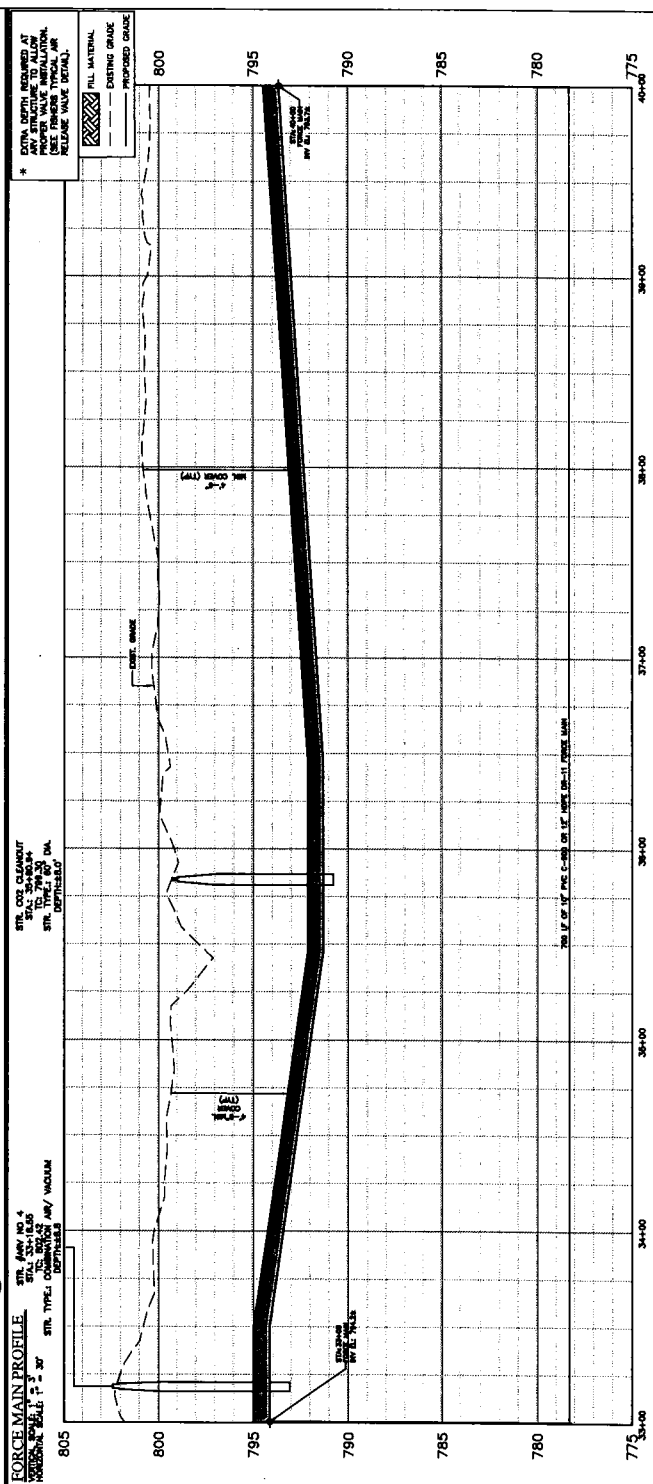
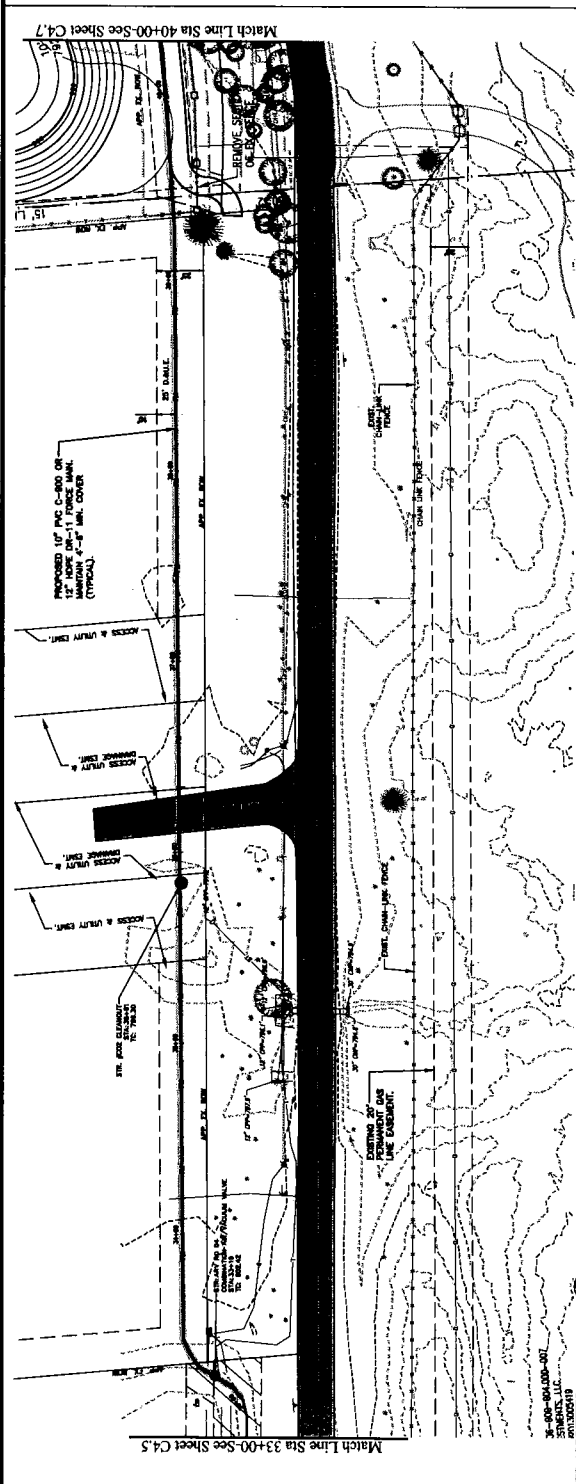
REVISION

C4.5

FORCE MAIN PLAN AND PROFILE



SEARCHED BY INDEXED FILED APR 15, 2022 FBI - MOBILE 6 SHOWN 1 PAGE	C4.6 FORCE MAIN PLAN AND PROFILE
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REVISIONS	DATE	DESCRIPTION	BY



GRANTHAM SECTION 2
PROPOSED LIFT STATION AND FORCE MAIN PROJECT
FORCE MAIN PLAN AND PROFILE
 (STA. 40+00 TO 46+00)

DESIGNED BY: **W. J. [Signature]**

CHECKED BY: **[Signature]**

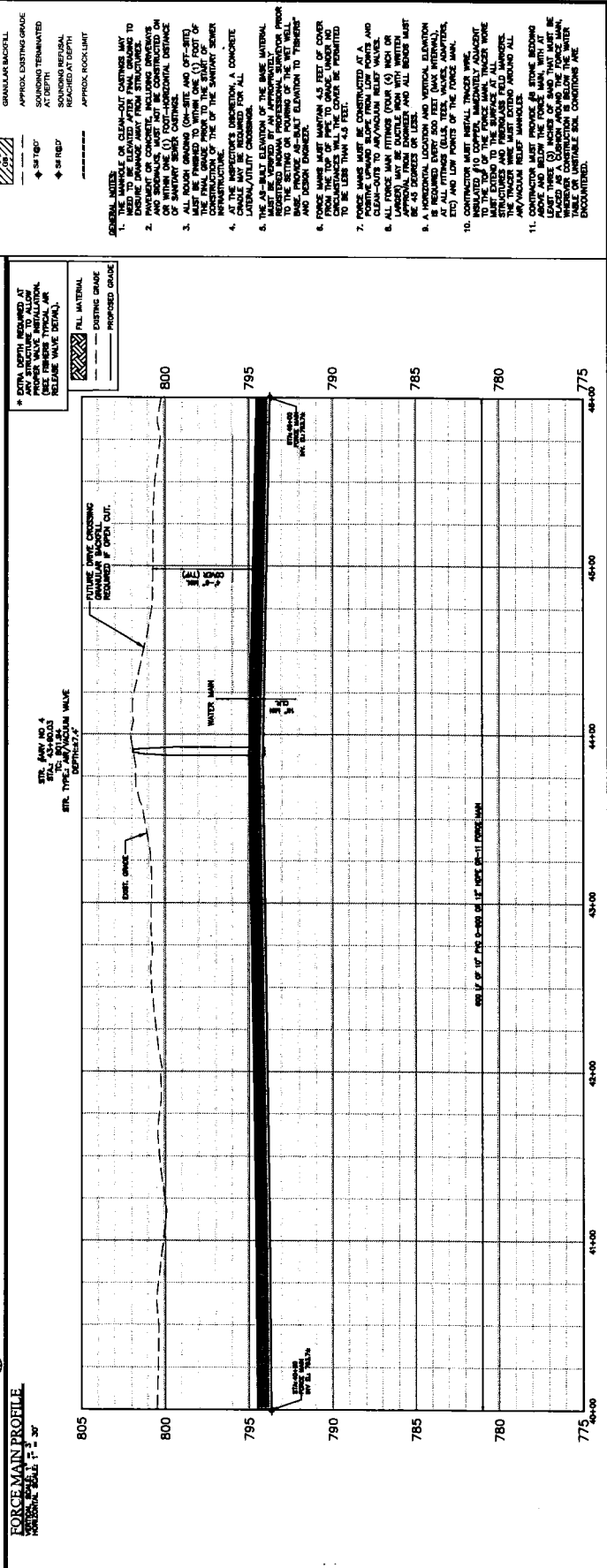
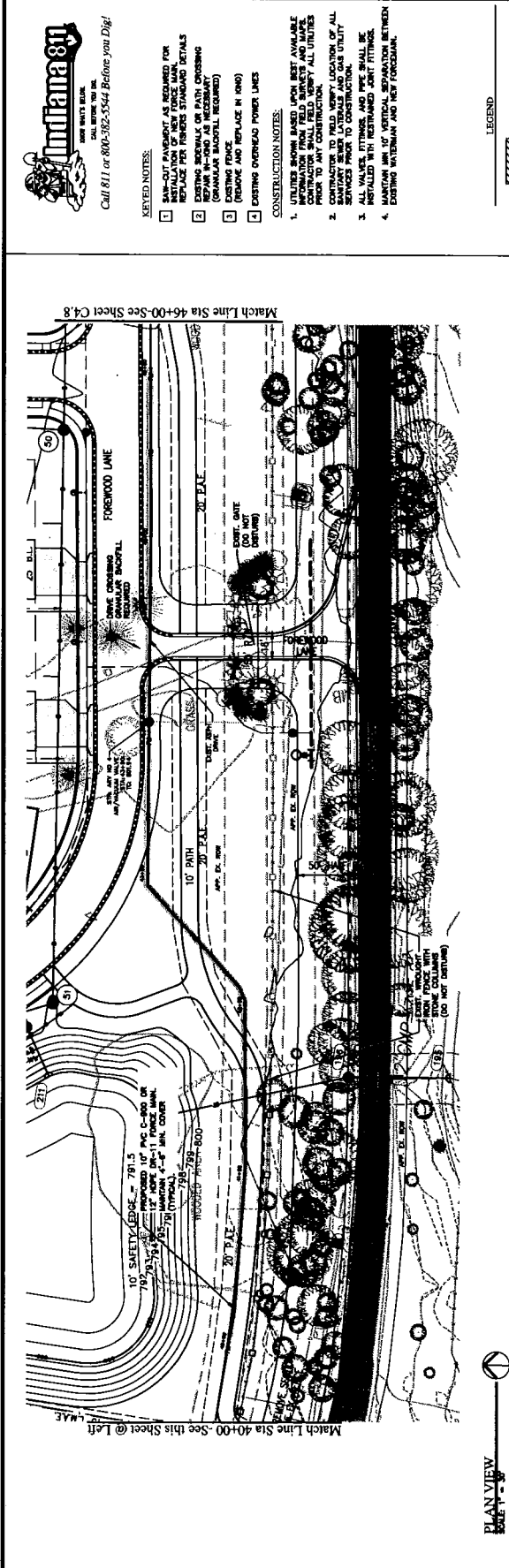
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PROJECT: **C4.7**

AS SHOWN: **AS SHOWN**

C4.7

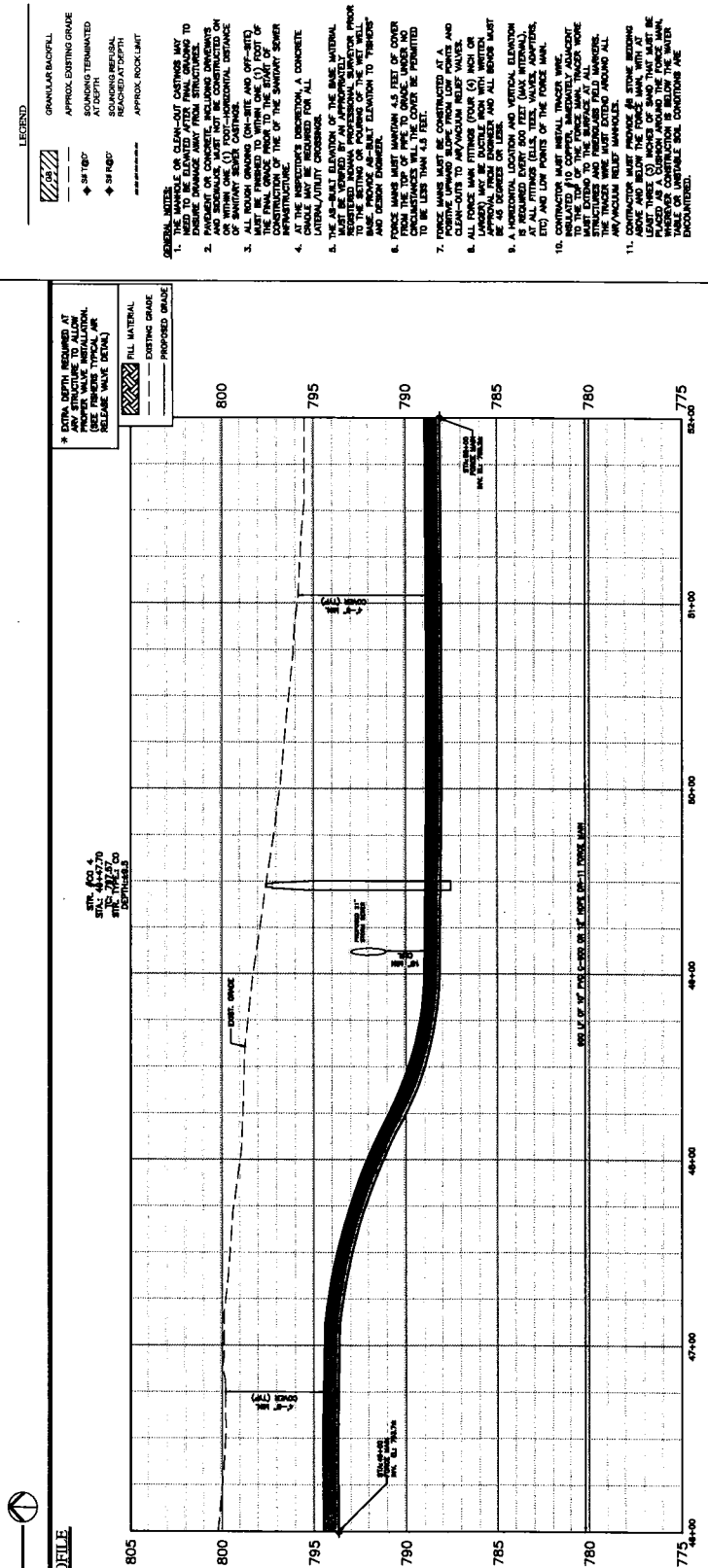
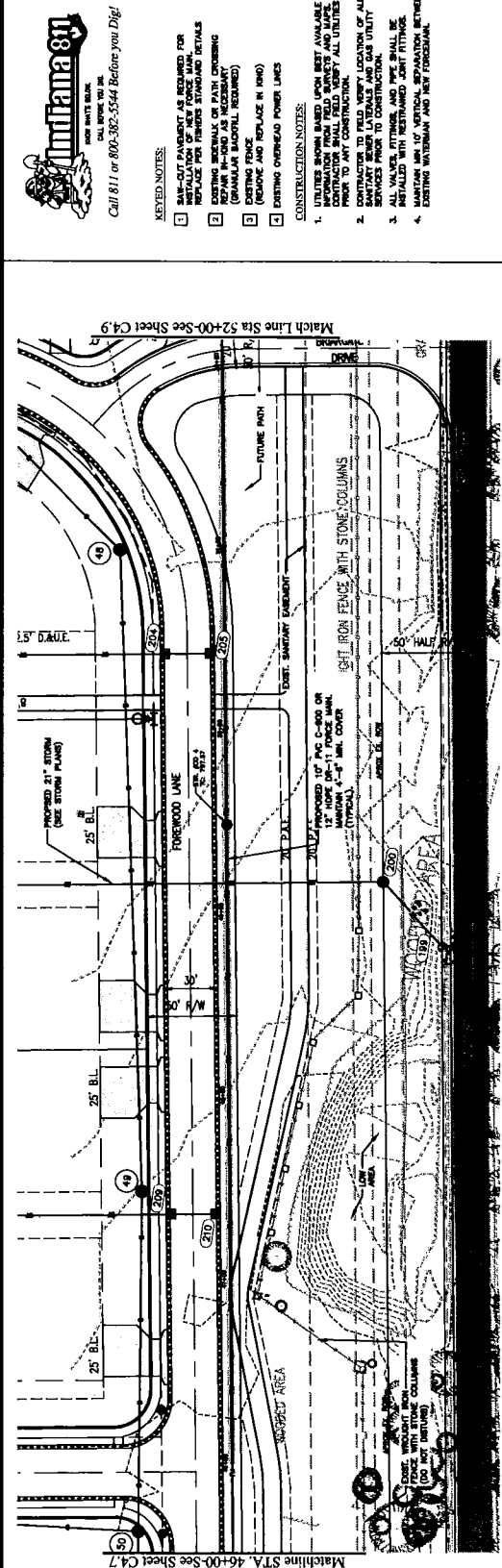
FORCE MAIN PLAN AND PROFILE

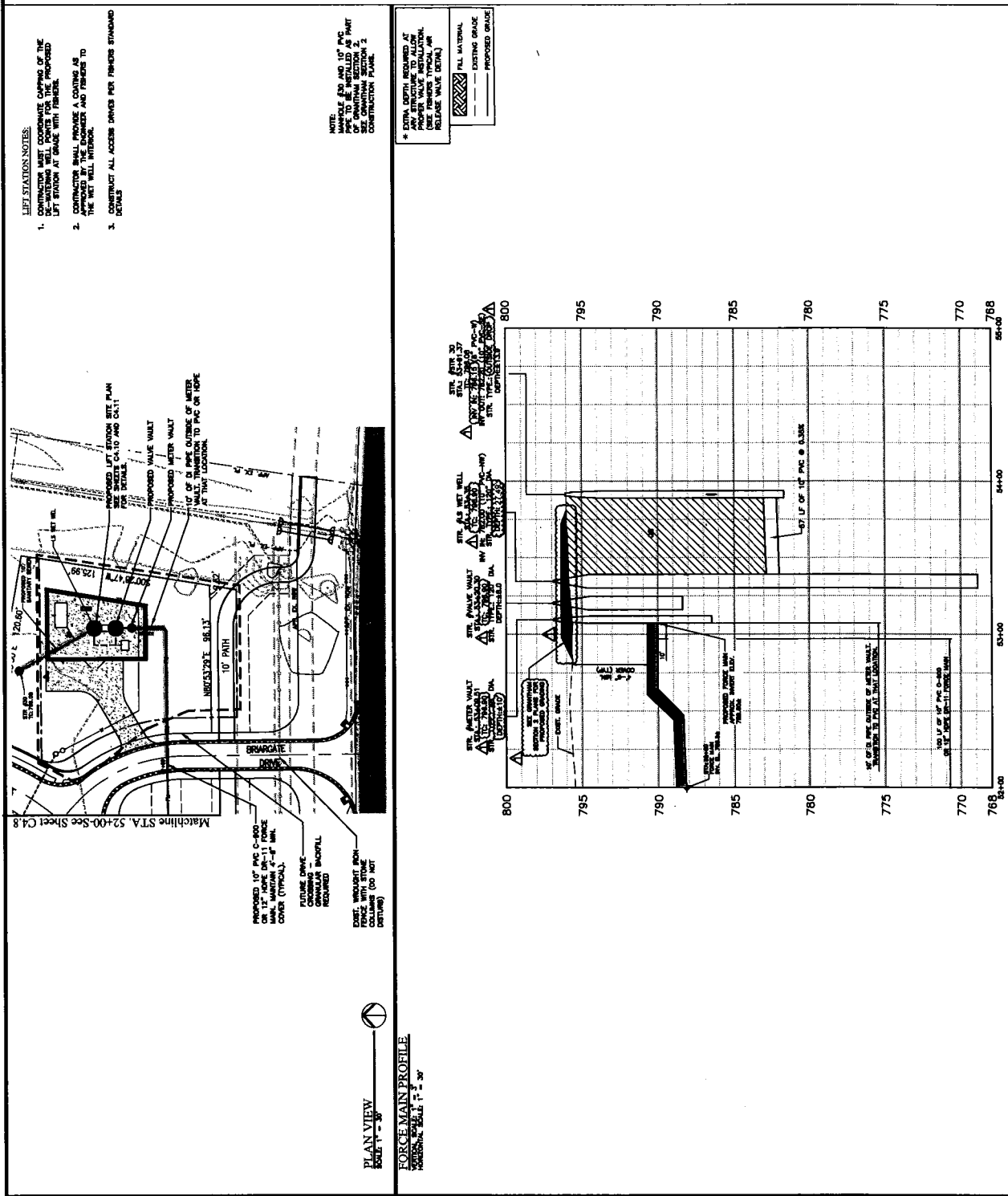


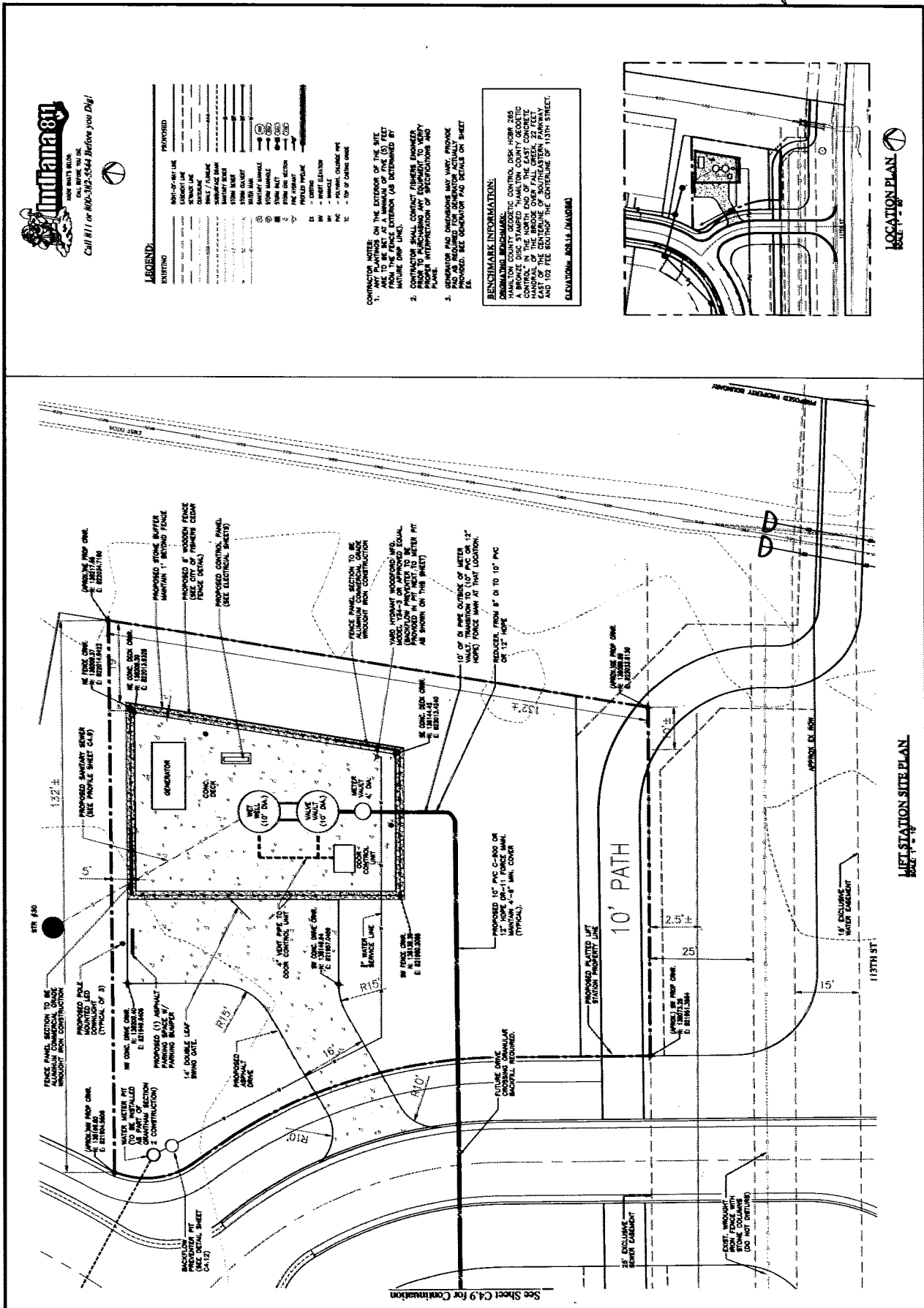
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DATE	APRIL 18, 2022
TIME	AS SHOWN
SCALE	AS SHOWN
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C4.8

FORCE MAIN PLAN AND
PROFILE







Journal of Management Inquiry 23(1) 3-16
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<http://jmi.sagepub.com>

CITY OF FISHERS STANDARD CONSTRUCTION DETAILS	23	of 29	SHEET
	SANITARY SEWER DUPLEX PUMP STATION DETAILS AND NOTES		

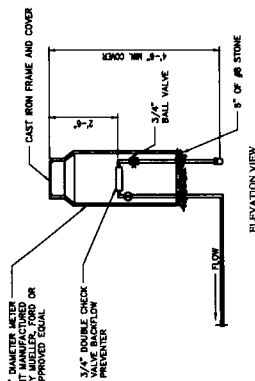
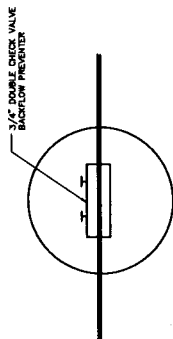
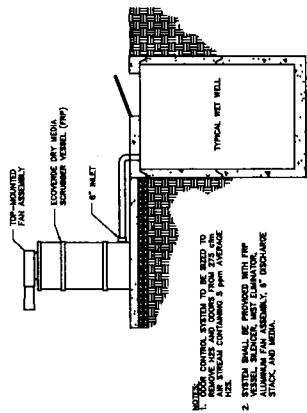
REVISIONS	DATE	DESCRIPTION	BY



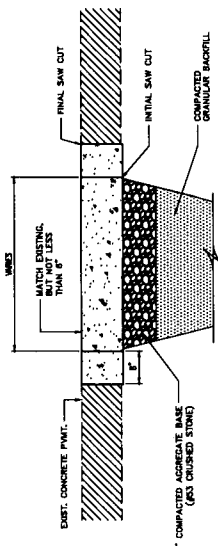
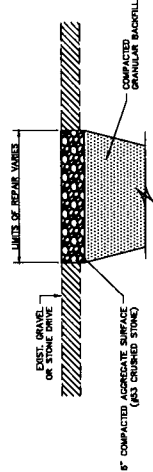
**GRANTHAM SECTION 2
PROPOSED LIFT STATION AND FORCE MAIN PROJECT
MISCELLANEOUS DETAILS**

DESIGNED BY: *[Signature]*
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DATE: 11/15/2022
SCALE: AS NOTED
SHEET: 62

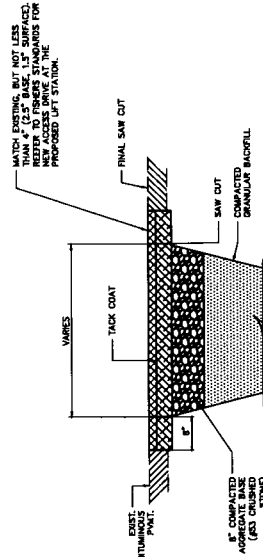
C4.12
MISCELLANEOUS DETAILS



BACKFLOW PREVENTER FIT DETAIL
NOT TO SCALE



CONCRETE DRIVE REPAIR DETAIL
NOT TO SCALE



ASPHALT DRIVE REPAIR DETAIL
NOT TO SCALE

GENERAL NOTE:
INSTALL ASPHALT PAVEMENT PER LATEST EDITION OF INDOT SPECIFICATIONS AT TIME OF CONSTRUCTION.

MEMBER BY	JOE MATHIAS
DATE	APRIL 16, 2022
ISSUED TO	BOULDER COUNTY
FOR	AS NOTED
BY	

C4.14

LIFT STATION AND
FORCE MAIN SPECIFICATIONS

[illegible]

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C4.15

LEFT STATION AND
FORCE MAIN SPECIFICATIONS

[illegible]

REVISIONS	DATE	DESCRIPTION	BY



**GRANTHAM SECTION 2
PROPOSED LIFT STATION AND FORCE MAIN PROJECT**

LIFT STATION AND FORCE MAIN SPECIFICATIONS



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 CHECKED BY:
 DATE: APR 15, 2022
 PROJECT:
 SHEET:
 AS NOTED
 PERMIT

C4.17

LIFT STATION AND
FORCE MAIN SPECIFICATIONS

4) Installation and operation of vacuum equipment and isolating devices must be in accordance with manufacturer's recommendations and performance specifications that have been provided by the manufacturer and accepted by the Director of Engineering.

5) All manholes shall be negative air pressure (vacuum) testing methods in accordance with ASTM C1344-03. These tests shall be performed by the Contractor and documented and certified by a representative of the City.

6) Bulk odds, manhole boots and pipe plugs must be secured to prevent movement when the vacuum is drawn.

7) Procedures: With the vacuum water set in place:

- Isolate the compressed sand to stop to allow a ball between the vacuum tube and the structure.
- Connect the vacuum pump to the outlet port with the valve open.
- Draw a vacuum (1" of Hg) and close the valve.

8) Acceptance standards for leakage will be established from the elapsed time for a negative pressure change from ten (10) inches to nine (9) inches of mercury. The maximum allowable leakage rate for a four-foot diameter manhole must be in accordance with Table 7 below:

Manhole Depth	Minimum Elapsed Time for Pressure Change at 1" Hg Hg
10 to 15 ft	40
15 to 20 ft	75
20 to 25 ft	100
25 to 30 ft	150
30 to 35 ft	200
35 to 40 ft	250
40 to 45 ft	300
45 to 50 ft	350
50 to 55 ft	400
55 to 60 ft	450
60 to 65 ft	500
65 to 70 ft	550
70 to 75 ft	600
75 to 80 ft	650
80 to 85 ft	700
85 to 90 ft	750
90 to 95 ft	800
95 to 100 ft	850
100 to 105 ft	900
105 to 110 ft	950
110 to 115 ft	1000
115 to 120 ft	1050
120 to 125 ft	1100
125 to 130 ft	1150
130 to 135 ft	1200
135 to 140 ft	1250
140 to 145 ft	1300
145 to 150 ft	1350
150 to 155 ft	1400
155 to 160 ft	1450
160 to 165 ft	1500
165 to 170 ft	1550
170 to 175 ft	1600
175 to 180 ft	1650
180 to 185 ft	1700
185 to 190 ft	1750
190 to 195 ft	1800
195 to 200 ft	1850
200 to 205 ft	1900
205 to 210 ft	1950
210 to 215 ft	2000
215 to 220 ft	2050
220 to 225 ft	2100
225 to 230 ft	2150
230 to 235 ft	2200
235 to 240 ft	2250
240 to 245 ft	2300
245 to 250 ft	2350
250 to 255 ft	2400
255 to 260 ft	2450
260 to 265 ft	2500
265 to 270 ft	2550
270 to 275 ft	2600
275 to 280 ft	2650
280 to 285 ft	2700
285 to 290 ft	2750
290 to 295 ft	2800
295 to 300 ft	2850
300 to 305 ft	2900
305 to 310 ft	2950
310 to 315 ft	3000
315 to 320 ft	3050
320 to 325 ft	3100
325 to 330 ft	3150
330 to 335 ft	3200
335 to 340 ft	3250
340 to 345 ft	3300
345 to 350 ft	3350
350 to 355 ft	3400
355 to 360 ft	3450
360 to 365 ft	3500
365 to 370 ft	3550
370 to 375 ft	3600
375 to 380 ft	3650
380 to 385 ft	3700
385 to 390 ft	3750
390 to 395 ft	3800
395 to 400 ft	3850
400 to 405 ft	3900
405 to 410 ft	3950
410 to 415 ft	4000
415 to 420 ft	4050
420 to 425 ft	4100
425 to 430 ft	4150
430 to 435 ft	4200
435 to 440 ft	4250
440 to 445 ft	4300
445 to 450 ft	4350
450 to 455 ft	4400
455 to 460 ft	4450
460 to 465 ft	4500
465 to 470 ft	4550
470 to 475 ft	4600
475 to 480 ft	4650
480 to 485 ft	4700
485 to 490 ft	4750
490 to 495 ft	4800
495 to 500 ft	4850
500 to 505 ft	4900
505 to 510 ft	4950
510 to 515 ft	5000
515 to 520 ft	5050
520 to 525 ft	5100
525 to 530 ft	5150
530 to 535 ft	5200
535 to 540 ft	5250
540 to 545 ft	5300
545 to 550 ft	5350
550 to 555 ft	5400
555 to 560 ft	5450
560 to 565 ft	5500
565 to 570 ft	5550
570 to 575 ft	5600
575 to 580 ft	5650
580 to 585 ft	5700
585 to 590 ft	5750
590 to 595 ft	5800
595 to 600 ft	5850
600 to 605 ft	5900
605 to 610 ft	5950
610 to 615 ft	6000
615 to 620 ft	6050
620 to 625 ft	6100
625 to 630 ft	6150
630 to 635 ft	6200
635 to 640 ft	6250
640 to 645 ft	6300
645 to 650 ft	6350
650 to 655 ft	6400
655 to 660 ft	6450
660 to 665 ft	6500
665 to 670 ft	6550
670 to 675 ft	6600
675 to 680 ft	6650
680 to 685 ft	6700
685 to 690 ft	6750
690 to 695 ft	6800
695 to 700 ft	6850
700 to 705 ft	6900
705 to 710 ft	6950
710 to 715 ft	7000
715 to 720 ft	7050
720 to 725 ft	7100
725 to 730 ft	7150
730 to 735 ft	7200
735 to 740 ft	7250
740 to 745 ft	7300
745 to 750 ft	7350
750 to 755 ft	7400
755 to 760 ft	7450
760 to 765 ft	7500
765 to 770 ft	7550
770 to 775 ft	7600
775 to 780 ft	7650
780 to 785 ft	7700
785 to 790 ft	7750
790 to 795 ft	7800
795 to 800 ft	7850
800 to 805 ft	7900
805 to 810 ft	7950
810 to 815 ft	8000
815 to 820 ft	8050
820 to 825 ft	8100
825 to 830 ft	8150
830 to 835 ft	8200
835 to 840 ft	8250
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855 to 860 ft	8450
860 to 865 ft	8500
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875 to 880 ft	8650
880 to 885 ft	8700
885 to 890 ft	8750
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895 to 900 ft	8850
900 to 905 ft	8900
905 to 910 ft	8950
910 to 915 ft	9000
915 to 920 ft	9050
920 to 925 ft	9100
925 to 930 ft	9150
930 to 935 ft	9200
935 to 940 ft	9250
940 to 945 ft	9300
945 to 950 ft	9350
950 to 955 ft	9400
955 to 960 ft	9450
960 to 965 ft	9500
965 to 970 ft	9550
970 to 975 ft	9600
975 to 980 ft	9650
980 to 985 ft	9700
985 to 990 ft	9750
990 to 995 ft	9800
995 to 1000 ft	9850

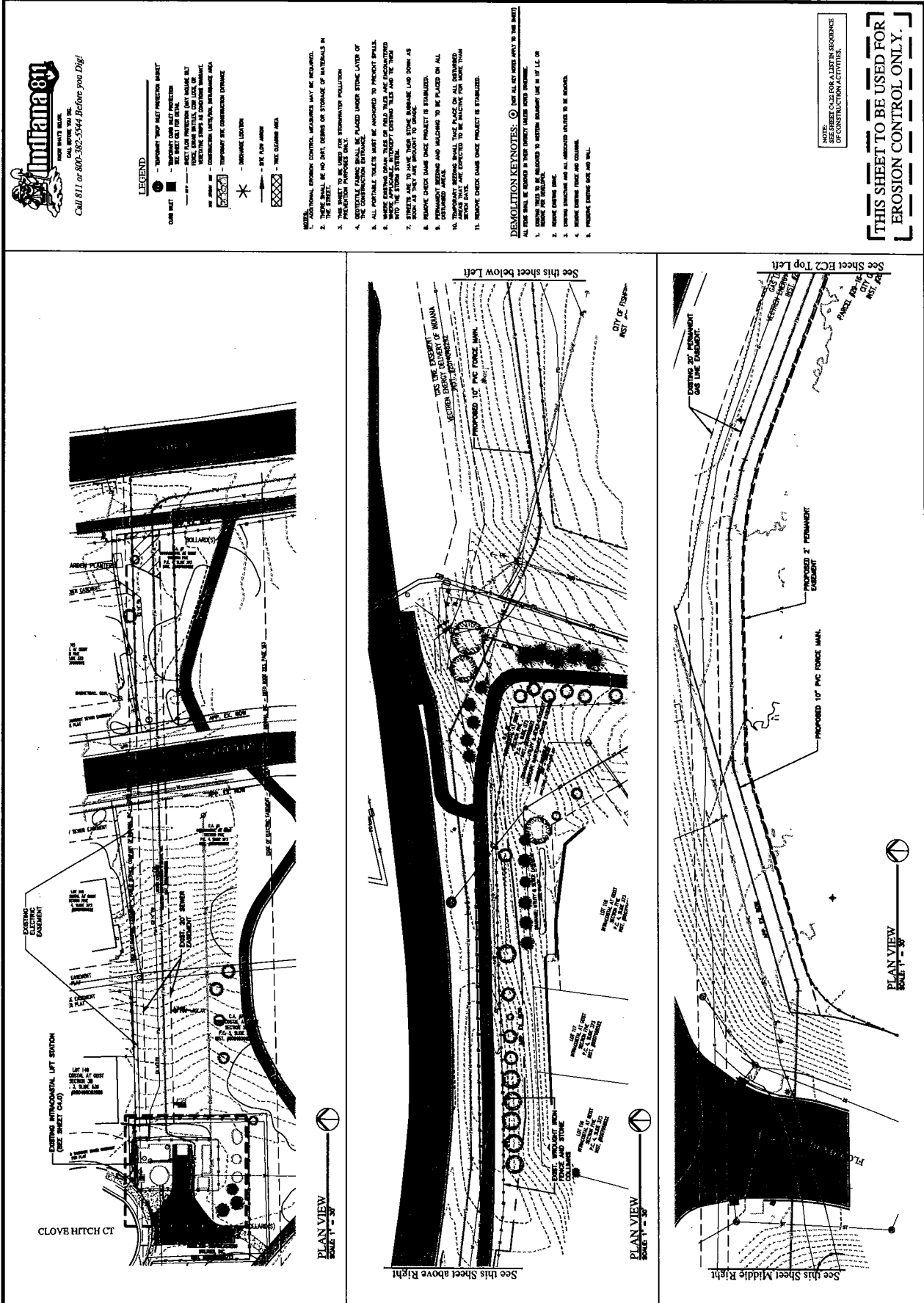
9) Release:

Section 4 - Sanitary Sewer Pump Station/Force Main
City of Fresno Construction Specifications

Page 26 of 27

Section 4 - Sanitary Sewer Pump Station/Force Main
City of Fresno Construction Specifications

Page 27 of 27



**THIS SHEET TO BE USED FOR
EROSION CONTROL ONLY.**

1-1. LIE.
*NOTE: ON LANDING CLIMB
TO 1000 FT. (10000 FT.) ALTITUDE SHOULD BE MAINTAINED FOR 30 SECONDS BEFORE
DESCENDING TO 500 FT. (5000 FT.) ALTITUDE. THIS ALTITUDE SHOULD BE MAINTAINED FOR
30 SECONDS BEFORE DESCENDING TO 100 FT. (1000 FT.) ALTITUDE. THIS ALTITUDE SHOULD
BE MAINTAINED FOR 30 SECONDS BEFORE DESCENDING TO 10 FT. (100 FT.) ALTITUDE.
*NOTE: ON LANDING CLIMB TO 1000 FT. (10000 FT.) ALTITUDE SHOULD BE MAINTAINED FOR 30 SECONDS
BEFORE DESCENDING TO 500 FT. (5000 FT.) ALTITUDE. THIS ALTITUDE SHOULD BE MAINTAINED
FOR 30 SECONDS BEFORE DESCENDING TO 100 FT. (1000 FT.) ALTITUDE. THIS ALTITUDE
SHOULD BE MAINTAINED FOR 30 SECONDS BEFORE DESCENDING TO 10 FT. (100 FT.) ALTITUDE.

PERMANENT SEEDING
O'NEALE

TEMPORARY CONSTRUCTION INCREASES/DECREASES PAID
LARGE SITES TWO ACRES OR LARGER)



TEMPORARY CONSTRUCTION INCREASES/DECREASES PAID
(LARGE SITES...TWO ACRES OR LARGER)

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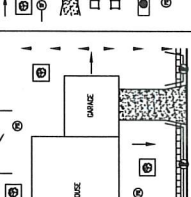
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(LARGE SITES TWO AGRES OR LARGER)

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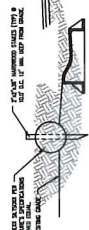
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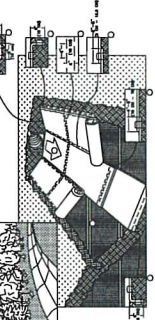
FIG. 2

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TREE PROTECTION DETAIL

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CHANNEL INSTALLATION



SHORELINE INSTALLATION

HULL

DECK

10' 0"

4' 0"

3' 0"

1' 0"

1/2"

1/4"

1/8"

1/16"

1/32"

1/64"

1/128"

1/256"

1/512"

1/1024"

1/2048"

1/4096"

1/8192"

1/16384"

1/32768"

1/65536"

1/131072"

1/262144"

1/524288"

1/1048576"

1/2097152"

1/4194304"

1/8388608"

1/16777216"

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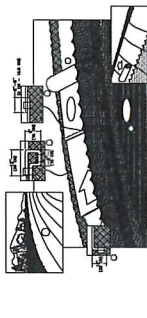
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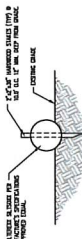
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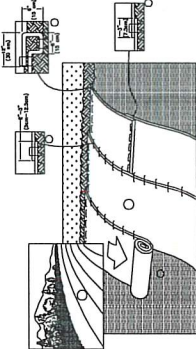


PLEASE PRINT OR TYPE YOUR NAME AND ADDRESS ON THE BACK OF THIS CARD

COR LOG (FIRER ROLL)

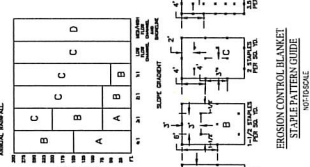


SLOPE INSTALLATION



BEEHIVE PROTECTION DETAIL.

STAPLE PATTERNS APPLY TO ALL NORTH AMERICAN COUNTRY PROGRAMS EXCEPT IN AFRICA. STAPLE



STAPLE PATTERN GUIDE

NOT TO SCALE

THIS SHEET TO BE USED FOR
EROSION CONTROL ONLY.

SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY
6755 WEST 74TH STREET
INDIANAPOLIS, INDIANA 46278
PHONE: 317-209-4035
FAX: 317-222-4120
WEB: WWW.SIMS-DURKIN.COM
SDA PROJECT NUMBER: 2031122



REVISIONS	DATE	DESCRIPTION	BY

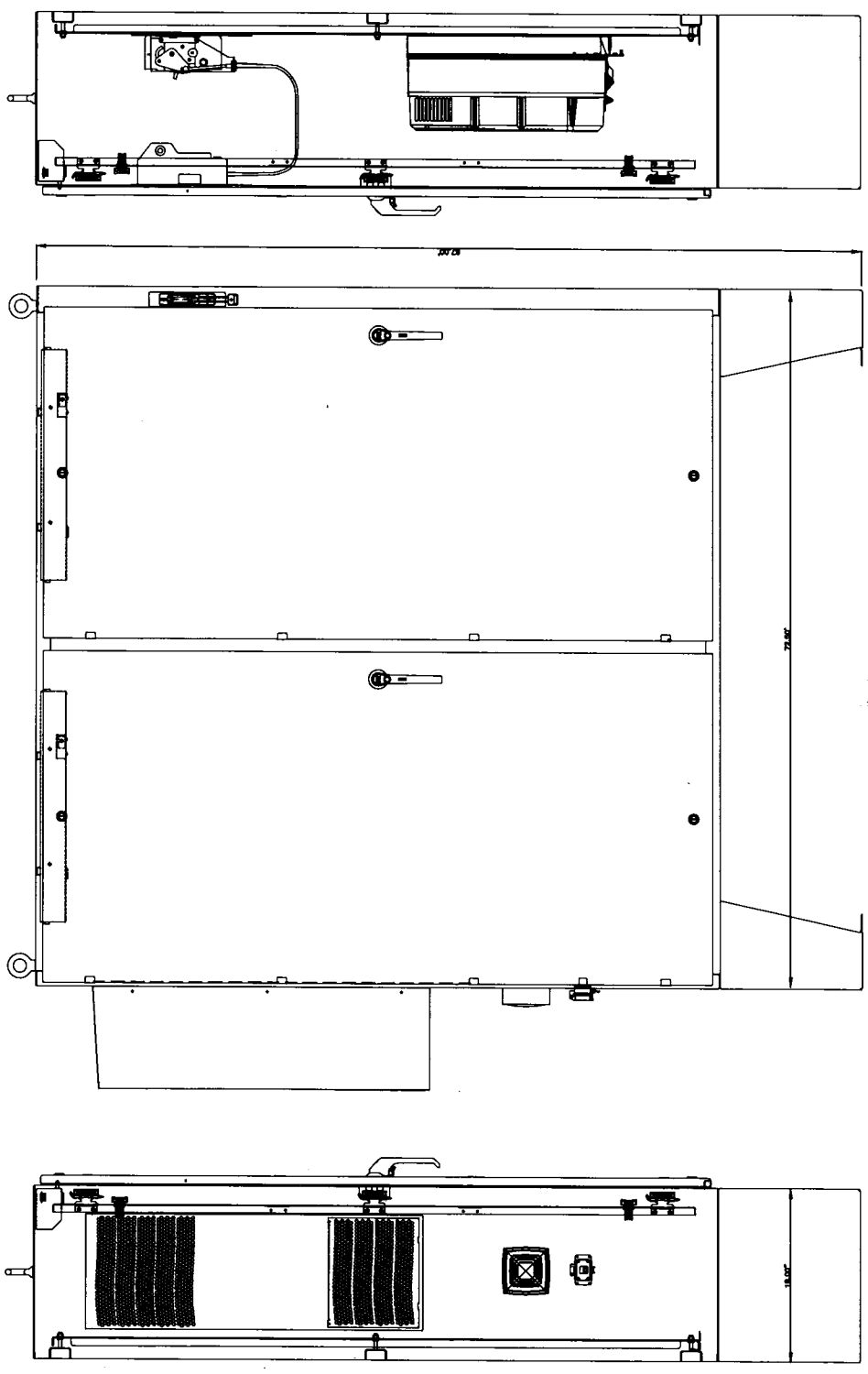


**GRANTHAM SECTION 1
FISHERS, INDIANA
PUMP CONTROL PANEL EXTERIOR LAYOUT**



DRAWN BY: *[Signature]*
 CHECKED BY: *[Signature]*
 DATE: 05/11/2023
 PROJECT: *[Blank]*
 SHEET: *[Blank]*
E4B
 PUMP CONTROL PANEL
 EXTERIOR LAYOUT

SCALE: AS SHOWN. NOTE:
 THE DRAWING IS INTENDED TO BE USED TO OBTAIN THE SCOPE OF WORK AND
 THE MATERIALS TO BE USED IN THE CONSTRUCTION OF THE PUMP CONTROL PANEL.
 THE MOTOR CONTROL PANEL FABRICATOR, SUBMIT SHOP DRAWINGS FOR REVIEW.
 LISTED COMPONENTS ARE PER CUSTOMER RECOMMENDATIONS - NO SUBSTITUTES
 UNLESS OTHERWISE NOTED.
 MOTOR CABLE FLEXIBILITY WITH CONTROL PANEL ONLY - INCLUDING TYPE CABLE
 AND CABLE TRAYS WITH PROPERLY TERMINATED CABLES AND CABLES TO GROUP ALL
 WIRE STRANDS.
 SEE SHEET E5A FOR COMPONENT INFORMATION.



EXTERIOR ENCLOSURE RIGHT VIEW
SCALE: NO SCALE

EXTERIOR ENCLOSURE FRONT VIEW
SCALE: NO SCALE

EXTERIOR ENCLOSURE LEFT VIEW
SCALE: NO SCALE

PUMP CONTROL PANEL EXTERIOR LAYOUT
NOT TO SCALE

SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY
 5755 WEST 74TH STREET
 INDIANAPOLIS, INDIANA 46278
 P: 317-222-4123
 F: 317-222-4123
 WEB: WWW.SIMS-DURKIN.COM
 E4B PROJECT NUMBER 232122

[illegible]

GRANTHAM SECTION I
FISHERS, INDIANA
ELECTRICAL GENERAL DETAILS



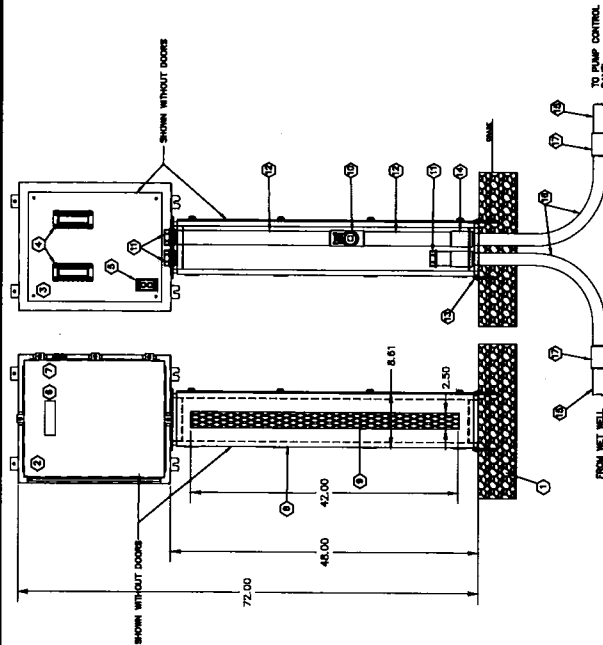
CREATED BY	CHECKED BY	DATE	SCALE	AS SHOWN
Joseph W. Limer		03/11/2002		

E7A
ELECTRICAL GENERAL
DETAILS

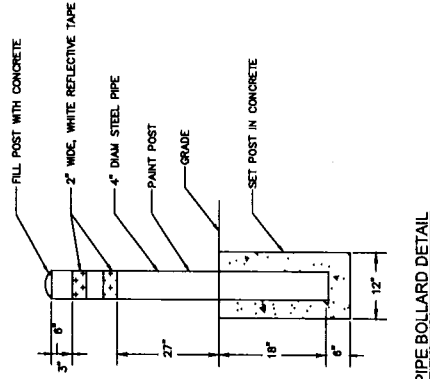
1992

VENTED TERMINAL BOX COVER NOTICE

1. 24"x24"x8" REINFORCED CONCRETE BASE FOR WELL CONDUIT ENTRIES TO UNION WEIR WAY.
2. 16"x16"x3/4" STAINLESS STEEL ENCLOSED 24"x24"x8" LAYOUT IS SAME FOR BOTH NORTH DITCH BASE AND INTERIMOUNT WELLS.
3. 24"x24" EQUIPMENT PANEL.
4. 16"x16"x3/4" STAINLESS STEEL BASE FOR WELLS DIRT FILL NET WELL.
5. 16"x16"x3/4" STAINLESS STEEL BASE FOR WELLS DIRT FILL NET WELL -LAYOUT VERY CLOSE TO OTHER LAYOUTS, FILL/VENT/VENT-TRANSFER.
6. 24"x24" EQUIPMENT PANEL.
7. 24"x24" EQUIPMENT PANEL.
8. 24"x24" EQUIPMENT PANEL.
9. 24"x24" EQUIPMENT PANEL.
10. 24"x24" EQUIPMENT PANEL.
11. 24"x24" EQUIPMENT PANEL.
12. 24"x24" EQUIPMENT PANEL.
13. 24"x24" EQUIPMENT PANEL.
14. 24"x24" EQUIPMENT PANEL.
15. 24"x24" EQUIPMENT PANEL.
16. 24"x24" EQUIPMENT PANEL.
17. 24"x24" EQUIPMENT PANEL.



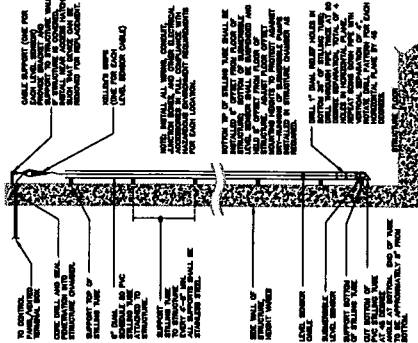
VENTED TERMINAL BOX DETAIL - TYPICAL
NOT TO SCALE



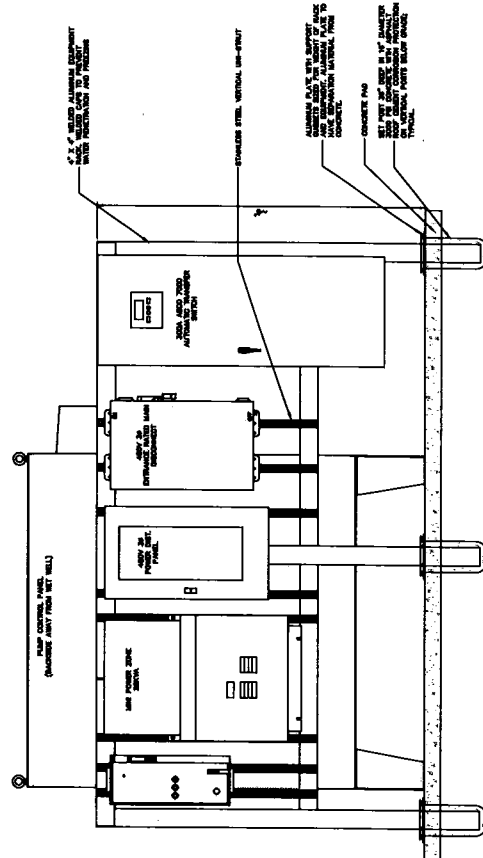
PIPE BOLLARD DETAIL
NOT TO SCALE

ELECTRICAL GENERAL DETAILS
NOT TO SCALE

**SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY**
5755 WEST 74TH STREET
INDIANAPOLIS, INDIANA 46278
PHONE: 317-209-4035
FAX: 317-222-4120
WEB: WWW.SIMS-DURKIN.COM
SDA PROJECT NUMBER: 2021122



**SUBMERSIBLE LEVEL SENSOR - STILLING
TUBE DETAIL, TYPICAL**
SCALE: NONE



ELECTRICAL EQUIPMENT RACK DETAIL
NOT TO SCALE

ELECTRICAL GENERAL DETAILS CONTINUED
NOT TO SCALE

REVISIONS	DATE	DESCRIPTION	BY



**GRANTHAM SECTION 1
FISHERS, INDIANA
ELECTRICAL GENERAL DETAILS CONT**

DESIGNED BY: *Joseph W. Smith*

PROJECT NO: 201122

DATE: 11/1/2022

SCALE: AS SHOWN

SHEET: 10

E7C

ELECTRICAL GENERAL
DETAILS CONT

GENERAL NOTES:

1. ALL DIMENSIONS SHOWN ARE APPROXIMATE. FINAL DIMENSIONS AND LAYOUT FOR THIS PAD SHALL BE DETERMINED BY COORDINATION WITH THE UTILITY.

NOTES:

1. THIS STANDARD APPLIES TO DUKE ENERGY REQUIREMENTS.
2. CUSTOMER TO PROVIDE AND INSTALL TRANSFORMER PAD.
3. FOR PIT PAD INSTALLATIONS ONLY REQUIRES A 2" THICK CONCRETE COURSE TO BE INSTALLED BETWEEN THE PRIMARY AND SECONDARY COMPARTMENTS OF THE PAD.
4. ALL CONDUIT SHALL BE INSTALLED IN THE CONDUIT BED IN THE PIT.
5. DUKE ENERGY REQUIREMENTS: THE RIGHT TO REFUSE SERVICE TO NEW INSTALLATIONS THAT DO NOT MEET DUKE ENERGY REQUIREMENTS.
6. PROTECTIVE FENCES ARE REQUIRED WHEN TRANSFORMERS ARE EXPOSED TO VEHICLE TRAFFIC.
7. THERE SHALL BE MINIMUM CLEARANCES OF 10' IN FRONT OF THE TRANSFORMER AND 3' ON ALL OTHER SIDES OF THE TRANSFORMER.
8. TRANSFORMER MUST BE LOCATED IN AN AREA THAT ALLOWS SAFE ACCESS BY DUKE ENERGY PERSONNEL TO THE TRANSFORMER.
9. CONSIDER EROSION ACTION, DRAINAGE, AND LOCAL SOIL CONDITIONS WHEN PREPARING SITE FOR PAD. SOIL UNDERNEATH PADS SHALL BE LEVELED AND COMPACTED. SOIL SHALL ALSO BE FREE OF ROOTS AND DEBRIS. CONSIDER EROSION ACTION, DRAINAGE, AND LOCAL SOIL CONDITIONS WHEN PREPARING SITE FOR PAD TO PREVENT SOIL BROODING.
10. ALL CONDUITS IN A PIT SHALL BE CUT F ABOVE THE GRAVE BED IN THE PIT.
11. CUSTOMER SHALL INSTALL THE CONDUIT FOR THE PRIMARY CONDUITORS AS CLOSE TO THE CENTER OF THE PRIMARY AREA AS PRACTICAL. THE SECONDARY CONDUITS SHALL BE INSTALLED TO THE RIGHT INSIDE THE SECONDARY AREA.
12. OTHER UTILITIES SHALL NOT BE INSTALLED UNDER TRANSFORMER PAD.
13. ALL PAD SURFACES ARE REQUIRED TO PROVIDE THE PADS AND PITS WITH RECESSED "X" ANCHORS, TO BE USED FOR ANCHORS.

UTILITY TRANSFORMER PAD DETAILS - DUKE ENERGY

SCALE: NONE

PAD
PIT

PLAN VIEW

SECTION A-A

SECTION B-B

DIVIDER

SECTION A-A

DUKE ENERGY

ELECTRICAL GENERAL DETAILS CONTINUED

NOT TO SCALE

SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY
 1725 N. ALLEN AVENUE
 INDIANAPOLIS, INDIANA 46208
 PHONE: 317.269.4038
 FAX: 317.269.4039
 WEB: WWW.SIMS-DURKIN.COM
 SDI PROJECT NUMBER: 201122

EXHIBIT C

[Schedule of Costs]

The Subscriber agrees to pay to the Utility or to the Utility's agents, inspection fees equal to eight percent (8%) of the estimated costs of constructing the Lift Station and Off-Site Sewer, as determined by approved construction bids.

The Subscriber agrees to pay for the preparation of Sanitary Sewer Record Drawings.

The costs to obtain permits, real property, easements or rights-of-way shall be paid for by the Subscriber.

The Subscriber will provide a Maintenance Bond in an amount equal to twenty percent (20%) of all construction costs of the Lift Station and Off-Site Sewer.

All fees in this Schedule of Costs are subject to change in accordance with the terms of this Contract.

All oversizing costs for the Off-Site Sewer and Lift Station are attached hereto and incorporated herein.

Exhibit C - Schedule of Costs

Project:		Grantham Section 2						
		Lift Station and Force Main Contract (Regional) versus Local						
Date:		1/3/23						

EXHIBIT D

[Dedication of Lift Station Property]

Tax Parcel No.
Cross Reference No.:
For Tax Purposes: City of Fishers
1 Municipal Drive
Fishers, IN 46038

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that CND Grantham, LLC ("Grantor"), hereby conveys to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility ("Grantee"), for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, certain real property generally located at or about 11303 Briargate Drive, Fishers, Indiana more particularly described as:

Block "A", as per plat recorded as instrument number _____ recorded _____, 20__ in the Office of the Recorder of Hamilton County, Indiana

(hereinafter referred to as "Real Estate"); and

warrants the title to the same, against any challenge claiming by, through or under, Grantor, but not otherwise.

This conveyance is subject to the following:

- 1) Any and all easements, conditions and restrictions of record; and
- 2) All exceptions included in the title commitment.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights shall remain with the Grantor or any successors in title to the abutting lands of the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____ 202__.

[SIGNATURE ON FOLLOWING PAGE]

CND Grantham, LLC ("Grantor")

Printed Name

(Signature)

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said State and County, personally appeared _____, who acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 202__.

Signature

Printed Name

My Commission expires: _____

I am a resident of _____ County.

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. /s/ Christopher P. Greisl

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers, IN 46038

EXHIBIT E

Bill of Sale - Sewer Facilities

KNOW ALL MEN BY THESE PRESENTS, that CND Grantham, LLC, an Indiana Corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby bargains, sells, transfers, assigns, and sets over unto CITY OF FISHERS, HAMILTON COUNTY, INDIANA, an Indiana municipal corporation ("Grantee"), its successors and assigns, all of its right, title and interest in and to the sewer mains and facilities (the "Sewer Facilities") described in the sanitary sewer record drawing plans ("Record Drawings") attached hereto as Exhibit 1 and made a part hereof, including whether or not set forth in the Record Drawings (but exclusive of Laterals or Lateral stubs):

- (a) All sewer mains, pipes and conduits, lift stations, manholes, all necessary or incidental auxiliary or sub-main, pipes and conduits and other related facilities, appliances, apparatus and structures described in the Record Drawings (but exclusive of the Laterals or Lateral Stubs, as hereafter defined), convenient or proper for the purpose of rendering sewage disposal service (Laterals and Lateral Stubs, which are not being conveyed to Grantee, are defined as follows: "Laterals" shall be defined as any pipes (gravity or force main) which extend from a lot building, structure, or premise ("Lot Structure") to the main line sewer which receives or will receive sewage from the Lot Structure; and "Lateral Stubs" shall be defined as any pipes or lines that extend from the main line sewer and terminate at approximately the border of the lot line easement or right-of-way for the Lot Structure.);
- (b) All rights and records, including without limitation accounting records, relating to the installation, construction, acquisition, operation, maintenance, repair, inspection and renewal of the Sewer Facilities; and
- (c) All rights-of-way, licenses, contracts, permits and other rights and authority held by Grantor in connection with its ownership of the Sewer Facilities;

TO HAVE AND TO HOLD the Sewer Facilities, together with all incomes, revenues, rents, issues and profits thereof hereafter accruing unto Grantee, its successors and assigns, forever.

The Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of, and has good and marketable title to, the Sewer Facilities for the use to which they are devoted; that the Sewer Facilities are free from encumbrances; that Grantor has the lawful right and capacity to transfer the Sewer Facilities; and that Grantor will warrant and defend the Sewer Facilities against the lawful claims and demands of all persons claiming by, through or under Grantor. The undersigned executing this Bill of Sale on behalf of Grantor represents and certifies that the undersigned is duly authorized and fully empowered to execute and deliver this Bill of Sale and that all necessary actions for the making of such conveyance has been taken and done.

The Grantor shall, upon demand by the Grantee, reimburse the Grantee for any tax liability incurred by the Grantee resulting at any time from the transfer of the Sewer Facilities.

It is understood wherever in this instrument reference is made to either of the parties hereto, it shall be held to include the successors and assigns of such party the same as if in each and every case so expressed.

IN WITNESS WHEREOF, _____ has executed this Bill of Sale - Sewer Facilities on this ____ day of _____, 20 ____.

GRANTOR

-Name -

By _____
(Signature)

(Printed Name & Title)

ATTEST:

EXHIBIT F

SEWER EASEMENTS (Total of 3)

GRANTHAM SECTION 2 SECONDARY PLAT

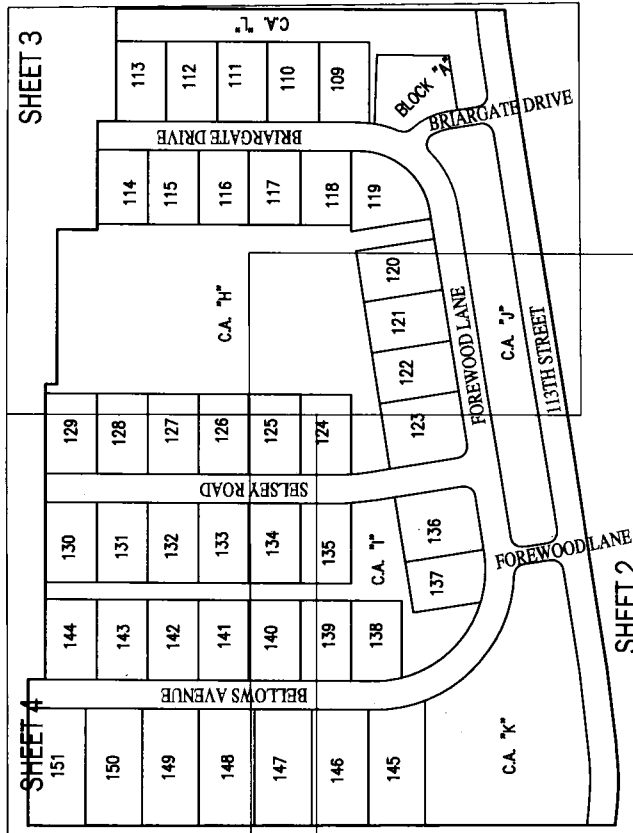
HAMILTON COUNTY, FALL CREEK TOWNSHIP
(SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
CITY OF FISHERS

SP-21-27

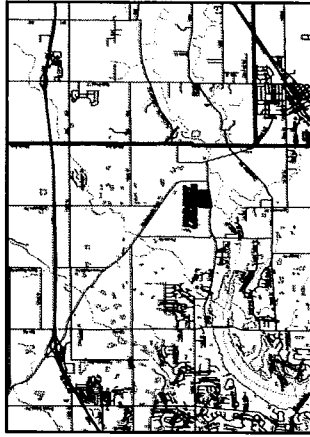
THIS INSTRUMENT PREPARED BY:
KRISTOPHER K. BICHHORN
HMC ENGINEERING
135 NORTH PENNSYLVANIA STREET, SUITE 2800
INDIANAPOLIS, IN 46204
PHONE: (317) 347-3663

DEVELOPED BY:
CND GRANTHAM, LLC
9310 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, INDIANA 46260
PHONE (317) 669-8500

Curve Table					
Curve #	Length	Radius	Chord Bearing	Chord Length	Delta
C-1	118.82'	523.47'	S89°41'50"W	118.57'	13°00'19"
C-2	107.47'	473.47'	S89°41'50"W	107.24'	13°00'19"
C-3	31.42'	20.00'	N35°33'28"E	28.28'	90°00'00"
C-4	31.42'	20.00'	S54°06'31"E	28.28'	90°00'00"
C-5	31.42'	20.00'	S35°33'28"W	28.28'	90°00'00"
C-6	27.54'	20.00'	N48°33'36"W	25.42'	78°54'09"
C-7	378.34'	245.00'	S44°00'20"E	340.42'	86°00'40"
C-8	390.55'	220.00'	S34°05'16"E	334.85'	99°06'31"
C-9	337.31'	185.00'	S49°33'16"E	298.80'	99°06'31"
C-10	31.42'	20.00'	N35°33'28"E	28.28'	90°00'00"
C-11	31.42'	20.00'	S54°06'31"E	28.28'	90°00'00"
C-12	75.51'	475.00'	S94°33'16"E	75.43'	9°06'31"
C-13	78.48'	500.00'	S94°33'16"E	78.40'	9°06'31"
C-14	83.46'	525.00'	S94°33'16"E	83.37'	9°06'31"
C-15	109.00'	175.00'	S63°02'49"E	107.25'	35°41'19"
C-16	211.77'	150.00'	N47°26'44"E	194.62'	80°53'28"
C-17	178.48'	125.00'	N47°26'44"E	162.18'	80°53'28"
C-18	38.65'	20.00'	N82°17'43"W	31.74'	105°00'15"
C-19	30.89'	85.00'	S18°27'03"W	30.52'	20°41'04"
C-20	82.36'	100.00'	S32°42'16"W	80.08'	47°11'28"
C-21	68.10'	115.00'	S26°19'17"W	68.06'	34°25'32"
C-22	31.48'	20.00'	S38°00'08"E	28.34'	90°13'19"
C-23	31.54'	20.00'	S53°59'52"E	28.23'	89°46'41"
C-24	23.39'	20.00'	S10°01'44"E	22.08'	67°00'39"
C-25	71.70'	175.00'	N11°44'18"E	71.20'	23°28'36"



Site Map
SCALE: 1"=150'



Vicinity Map
Not to Scale



DEVELOPMENT STANDARDS
GRANTHAM PUD, ORDINANCE NO. 111620A
GRANTHAM EXECUTIVE DISTRICT

MIN. LOT AREA	11,700 SF
MIN. LOT WIDTH RSL	90'
MIN. LOT FRONTAGE	50'
MIN. CORNER LOT WIDTH	100'
MIN. FRONT SETBACK	25'
MIN. SIDE SETBACK	5'
MIN. REAR SETBACK	20'
AGGREGATE PRIMARY STRUCTURE WITH SIDE OR REAR LOAD GARAGE	5'
AGGREGATE W/THIRD CAR GARAGE	15'
MIN. REAR SETBACK	20'
MAX. IMPERVIOUS SURFACE COVERAGE	45%
MIN. LIVING UNIT	ONE STORY
MAX. PRIMARY STRUCTURE HEIGHT	TWO STORY
	2,400 SF
	35'

Standards are subject to change per the applicable zoning ordinance.



Grid North

Scale: 1" = 150'

LOTS IN THIS SECTION = 43
1. BLOCK AND 5 COMMON AREAS
ACREAGE IN THIS SECTION = 29.223 AC.

SHEET 1 OF 5

THE SITE LIES WITHIN FLOOD HAZARD ZONE X (UNSHADED) AS SAID ZONE PLOTS BY SCALE ON COMMUNITY PANEL NUMBER 180080 0259 G (MAP NUMBER 18057C0259G) OF THE FLOOD INSURANCE RATE MAPS FOR HAMILTON COUNTY, INDIANA (MAPS DATED NOVEMBER 19, 2014).

SEE SHEET 5 FOR LAND DESCRIPTION



Grid North

Scale: 1" = 50'

THIS INSTRUMENT PREPARED BY:
KATHLEEN K. EICHORN
HMC ENGINEERING
135 NORTH PENNSYLVANIA STREET, SUITE 2800
INDIANAPOLIS, IN 46204
PHONE: (317) 347-3663

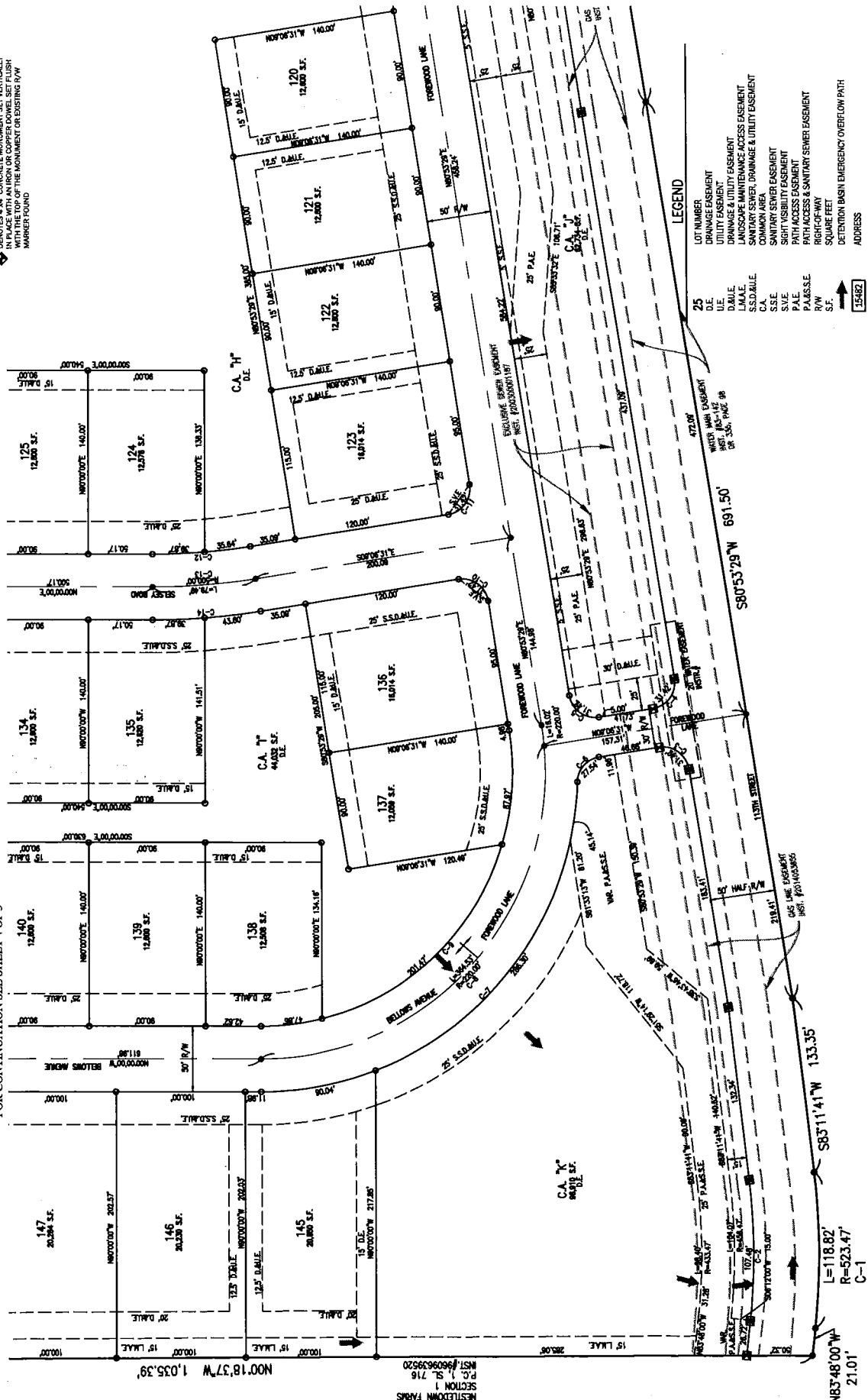
DEVELOPED BY:
GND GRANTHAM, LLC
9510 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, INDIANA 46260
PHONE (317) 669-6500

GRANTHAM SECTION 2 SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
(SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
CITY OF FISHERS

SP-21-27

FOR CONTINUATION SEE SHEET 4 OF 5



SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 2 OF 5

GRANTHAM SECTION 2 SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
CITY OF FISHERS

SP-21-27

THIS INSTRUMENT PREPARED BY:
KRISTOPHER K. EICHORN
HWC ENGINEERING
135 NORTH PENNSYLVANIA STREET, SUITE 2800
HAMILTON, INDIANA 46226
PHONE: (317) 347-3663

DEVELOPED BY:
CND GRANTHAM, LLC
9310 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, INDIANA 46260
PHONE (317) 669-8500

SUBDIVISION MONUMENTATION
MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.

SUBDIVISION MONUMENTS
● DENOTES A 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.

○ DENOTES A 1/2" RIBBON WITH CAP MARKED "HWC ENGINEERING FISCAL 141" 30" LONG BE SET AT LOT CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.

◆ DENOTES 4"x4" CONCRETE MONUMENT SET VERTICALLY IN PLACE WITH AN IRON OR COPPER DOWEL SET FLUSH WITH THE TOP OF THE MONUMENT OR EXISTING R/W MARKER FOUND

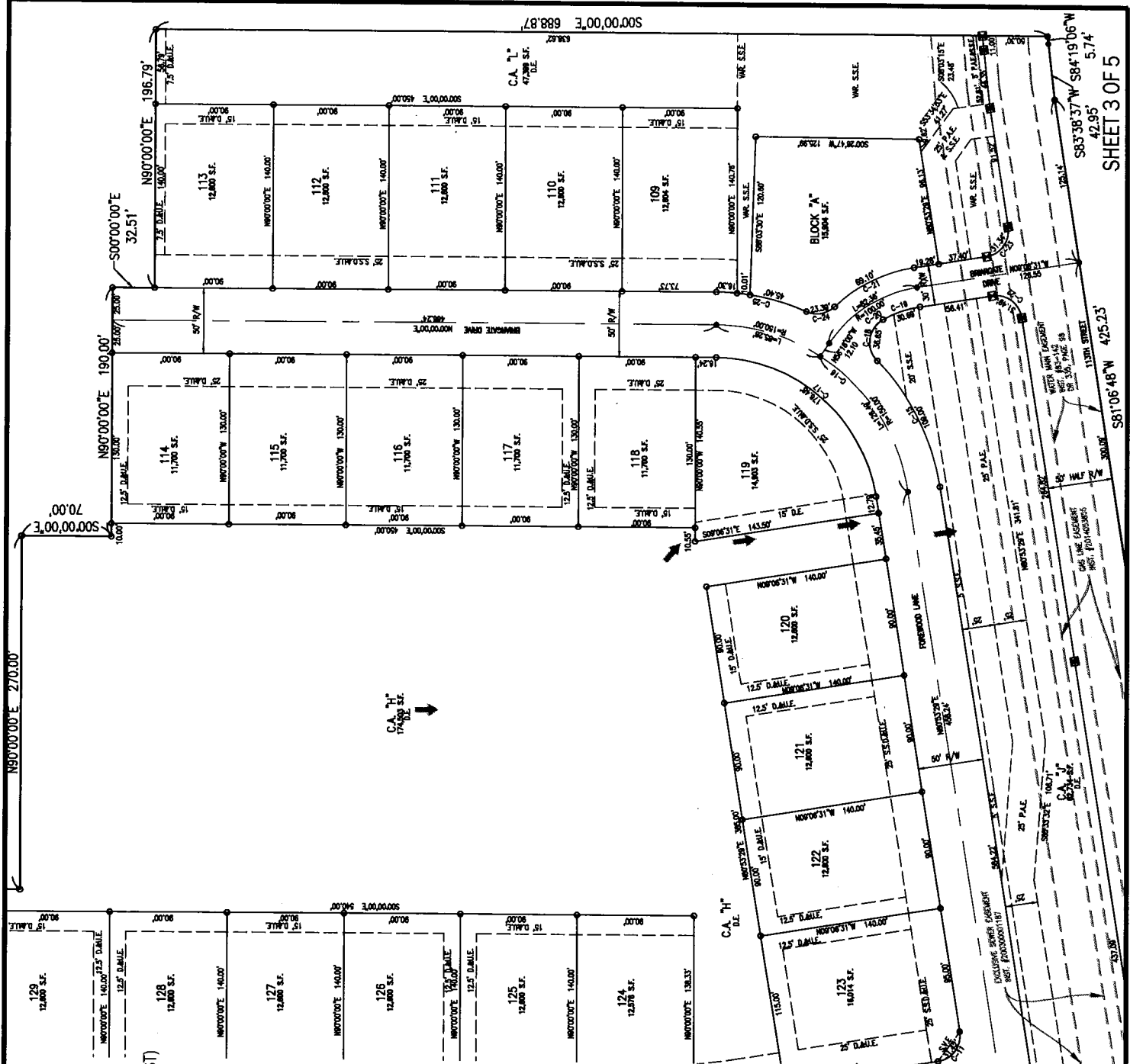


Grid North



LEGEND

25	LOT NUMBER
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
D.A.I.E.	DRAINAGE & UTILITY EASEMENT
L.M.A.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT
S.S.D.A.I.E.	SANITARY SEWER, DRAINAGE & UTILITY EASEMENT
C.A.	COMMON AREA
S.E.	SEWER EASEMENT
S.V.E.	SIGHT VISIBILITY EASEMENT
P.A.E.	PATH ACCESS EASEMENT
P.A.S.S.E.	PATH ACCESS & SANITARY SEWER EASEMENT
R/W	RIGHT-OF-WAY
S.F.	SQUARE FEET
15482	DETONATION BASIN EMERGENCY OVERFLOW PATH ADDRESS



SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 3 OF 5

THIS INSTRUMENT PREPARED BY:
 KRISTOPHER K. EICHORN
 HWC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2800
 INDIANAPOLIS, IN 46204
 PHONE: (317) 347-3663

DEVELOPED BY:
 GND GRANTHAM, LLC
 9310 N. MERIDIAN ST., SUITE 100
 INDIANAPOLIS, INDIANA 46260
 PHONE (317) 669-8500

GRANTHAM SECTION 2 SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
 (SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)

NE COR. NESTLEDOWN FARM
 SEC. 31-T18-N06
 3880.00' W 100.00' S
 SOUTHERLY COR. SW 1/4
 SEC. 31-T18-N06
 POINT OF COMMENCEMENT
 SW COR. SW 1/4
 SEC. 31-T18-N06
 STONE WITH 'X'

SP-21-27

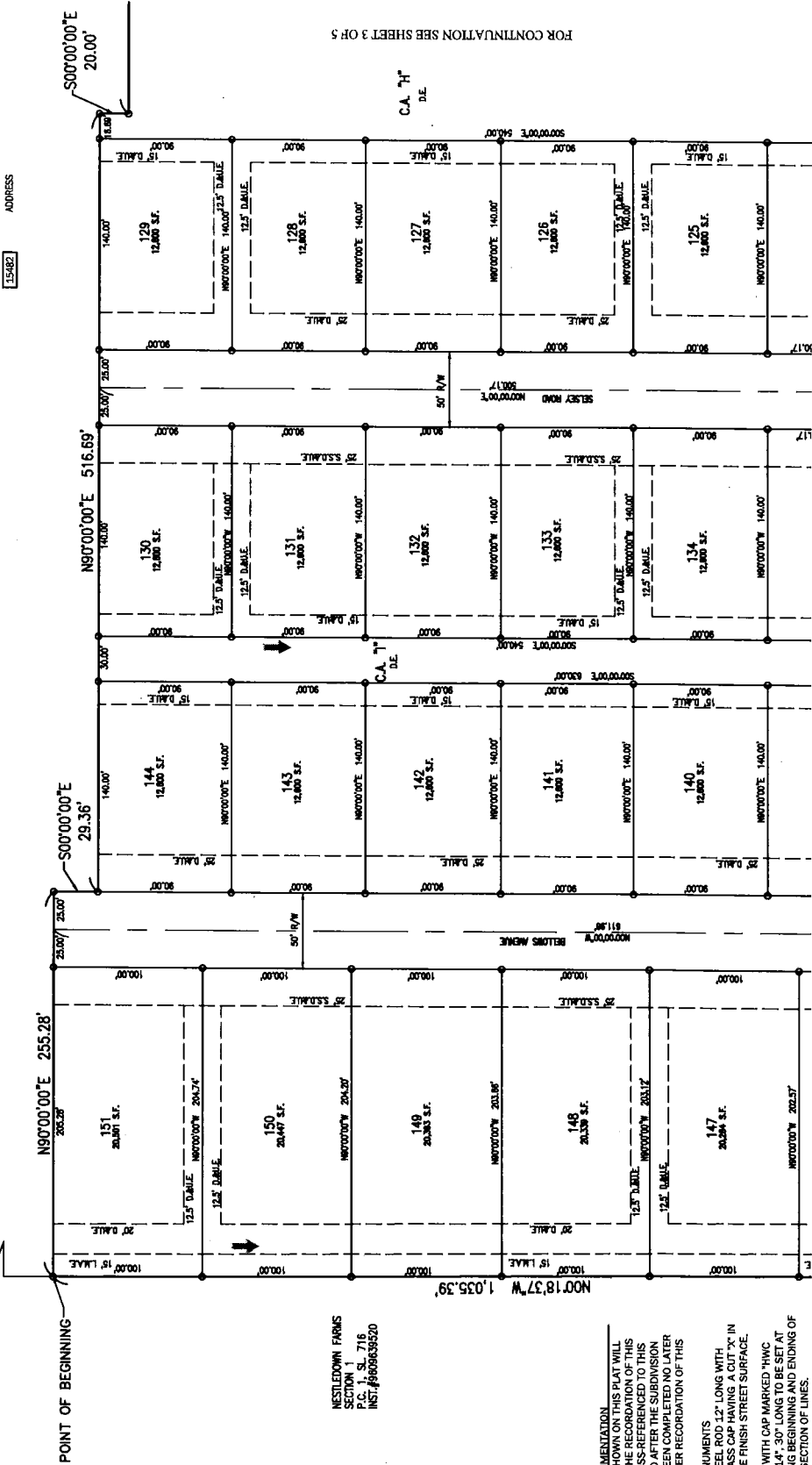


Grid North

Scale: 1" = 50'

LEGEND

- | | |
|------------|---|
| 25 | LOT NUMBER |
| D.E. | DRAINAGE EASEMENT |
| U.E. | UTILITY EASEMENT |
| D.A.E. | DRAINAGE & UTILITY EASEMENT |
| L.A.E. | LANDSCAPE MAINTENANCE ACCESS EASEMENT |
| C.A. | COMMON AREA |
| S.S.E. | SANITARY SEWER EASEMENT |
| S.V.E. | SIGHT VISIBILITY EASEMENT |
| P.A.E. | PATH ACCESS EASEMENT |
| P.A.S.S.E. | PATH ACCESS & SANITARY SEWER EASEMENT |
| R/W | RIGHT-OF-WAY |
| S.F. | SQUARE FEET |
| → | DETECTION BASIN EMERGENCY OVERFLOW PATH |
| → | ADDRESS |



NESTLEDOWN FARMS
 SECTION 1
 P.C. 1, S. 1, 716
 INST. #800639520

SUBDIVISION MONUMENTATION
 MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDED OF THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDED OF THIS PLAT.

SUBDIVISION MONUMENTS
 • DENOTES A 5/8" REBAR, 2' LONG WITH 1/2" DIA. SPACED BRASS CAP HAVING "LOT" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.

○ DENOTES A 5/8" REBAR, WITH CAP MARKED "HWC ENGINEERING FIRM #0114", 30' LONG TO BE SET AT LOT CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.

◆ DENOTES #4" CONCRETE MONUMENT SET VERTICALLY IN PLACE WITH AN IRON OR COPPER DOWEL SET FLUSH WITH THE TOP OF THE MONUMENT OR EXISTING R/W MARKER FOUND

FOR CONTINUATION SEE SHEET 3 OF 5

FOR CONTINUATION SEE SHEET 2 OF 5

SEE SHEET 1 FOR CURVE TABLE
 SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 4 OF 5

THIS INSTRUMENT PREPARED BY:
KRISTOPHER K. EICHHORN
HWC ENGINEERING
135 NORTH PENNSYLVANIA STREET, SUITE 2800
INDIANAPOLIS, IN 46204
PHONE: (317) 347-3663

DEVELOPED BY:
CND GRANTHAM, LLC.
9310 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, INDIANA 46260
PHONE (317) 669-8500

SOURCE OF TITLE
2021022867

LAND DESCRIPTION

Part of the Northwest Quarter of Section 5, Township 17 North, Range 6 East, and part of the Northeast Quarter of Section 6, Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, based upon an ALTA/NSPS Land Title Survey prepared by Kristopher K. Eichhorn, Professional Surveyor Number 21000230, HWC Engineering Job Number 2019-248, recorded December 14, 2021 as Instrument Number 2021089266 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

[illegible]

This subdivision consists of 43 lots numbered 109 through 151 (all inclusive); five (5) Common Areas labeled C.A. "H", C.A. "I", C.A. "J", C.A. "K" and C.A. "L"; and one (1) block labeled Block "A". The size of the lots and width of streets are shown in feet and decimal parts thereof.

Cross reference is hereby made to a survey plat recorded as Instrument Number 2021089266 in the Office of the Recorder for Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Professional Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this 28th day of November, 2022.

Kristopher K. Eichhorn, a Professional Surveyor licensed in compliance with the laws of the State of Indiana, hereby certify that the within plat represents a survey completed by me on that all the monuments shown are to be set, and that the location, size, type and material of said monuments are



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. Kristopher K. Eichhorn.

There are designated parcels as shown on the within plat marked as Sanitary Sewer Easement or S.S.E., designated parcels marked as Drainage Easement, or D.E., designated parcels marked as Utility Easement or U.E., designated parcels marked as Right of Way Easement or R.W.E., designated parcels marked as Access Easement, or A.E., designated parcels marked as easement for use as a septic, maintenance or access easement, or M.A.E., other than easement for public use, and designated parcels marked as easement for use as a drainage easement, or D.E., other than easement for public use. All easements are hereby subjected to easements, which are hereby created and reserved for the uses defined as follows:

(When easements are combined in the same strip of ground or area, all uses specified by each easement description below shall apply.)

"Sanitary Sewer Easements" are hereby created for the use of the Developer, and of the Utility, public or private, having jurisdiction over the sanitary waste disposal system. Sanitary Sewer Easements shall be used to construct, extend, operate, inspect, maintain, reconstruct, and remove mains, ducts, or other related utility structures of sanitary sewers that are part of said system, and for ingress and egress thereto.

"Drainage Elements" are created for the use of the Developer and any governmental agency having jurisdiction over drainage and storm sewer systems to provide paths and courses and a system for natural drainage of surface water and storm water runoff from the site. Drainage Elements may be located on the site, within the site and adjoining grounds and other overland or in appropriate underground installations to serve the needs of this and adjoining grounds and the public drainage system. Drainage Elements shall be used to grade, construct, operate, inspect, maintain, reconstruct, and remove manholes, ditches, or other related structures of a drainage system. Drainage Elements shall be required to keep any areas of the natural flow of water unimpeded, and any drainage element shall be required to keep any areas of the lot designed for the natural flow of water unimpeded, and any improvements made on or under any such easements by the owner are shall be at the risk of the property owner. The City of Fishers shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place, such as sewer pipes, manhole casting, etc. Each property owner, as it pertains to their lot, shall be responsible for the care, maintenance, repair and/or replacement of any structures on their lot, such as surface water drains (SSD).

"Utility Easements" are created for the use of all public or private utility companies, including but not limited to sanitary sewers, gas, phone, electric, water, and cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes, and other utility installations for the purpose of furnishing utility services, and for ingress and egress thereto.

Sight Visibility Easements are created for the specific purpose of maintaining vision clearance. No fence, wall, tree, shrub planting or any other object which obstructs sight lines and elevations between 2 and 8 feet above street shall be placed or permitted to remain within easement area.

"Pedestrian Access Easements" are hereby created for the use of the City and/or agents working on their behalf for the installation and maintenance, and the necessary ingress and egress thereof, of required sidewalks or paths within the perimeter landscaping/common area as opposed to being located within the perimeter side-of-way of the perimeter street. Public pedestrian access along these sidewalks or paths is permitted within the designated Path Access Easement area.

Landscape, Maintenance Access Easements* are hereby created over and across areas for the installation and maintenance of landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems, walking trails and other improvements, for and in behalf of the Developer and the Homeowner Association, and/or their assigns.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress, in, along, across and through the same to permit the construction, maintenance, beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, and to the rights of any entity entitled to use of said easements for its intended purpose.

to fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

The same sight line limitations shall apply to any lot within ten feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 25 feet of the intersection of two street lines.

This subdivision meets the requirements of the City of Fishers Unified Development Ordinance and the A.D.A. requirements.

Block "A" shall be used exclusively for a sanitary sewer lift station. The owner shall convey Block "A" to the City of Fishers, by and through its municipal utility, or the sewer utility having jurisdiction over the sanitary waste disposal system, within thirty (30) days of recording this secondary plat.

GRANTHAM
SECTION 2
SECONDARY PLAT
HAMILTON COUNTY, FALL CREEK TOWNSHIP
(SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
CITY OF FISHERS

SP-21-27

COMMISSION CERTIFICATE:
Under authority provided by Title 36, act of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the Fishers Advisory Plan Commission:

Adopted by the Fishers Plat Committee, a subcommittee of the Advisory Plan Commission:

Megan Vukusich, Designee

Secretary, Jonah Butler

DEDICATION CERTIFICATE:

The undersigned, CND-Grantham, LLC., being the owner of record of all the within described real estate, do hereby lay off, plat and subdivide into lots and streets and does hereby dedicate for public use any of said streets not previously dedicated. In accordance with the within plat.

This subdivision shall be known and designated as "Grantham, Section 2", as a subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

Title to the foregoing Real Estate is subject to a certain Declaration of Covenants, Conditions, and Restrictions of Grantham, recorded as Instrument Number 2022005545 in the Office of the Recorder and Auditor of Hamilton County, Indiana, as the same may be amended or supplemented. Such declaration and the covenants and restrictions set forth therein run with the land described herein and are incorporated herein by reference. Each owner of a lot depicted on this plat shall take title to such lot, subject to the terms and conditions of the Declaration.

in Testimony whereof, witness the signatures of Owner and Declarant
this _____ day of _____, 20____.

Owner/Developer:
CND-GRANTHAM, LLC
9310 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, IN 46260

By: Amir Siddiqui
Area Land Development Manager

State of _____) ss
County of _____)

Before me, the undersigned, a Notary Public in for said County and State, personally appeared Aziz Siddiqui, Area Land Development Manager of CND-Grantham, LLC, and acknowledged the execution of the foregoing secondary plat, for and on behalf of CND-Grantham, LLC, this ____ day of ____ 20__.

Witness my signature and seal this _____ day of _____, 20_____.

Notary Public _____
Printed Name _____

County of Residence: _____

The owner, developer, Homeowners Association (HOA), and its heirs and assigns shall be responsible for the maintenance and repair of any portion of the driveway and ext columns, fencing, landscaping, lighting, etc., within the public right-of-way. The City of Fishers will be held harmless for any damages as a result of the encroachment of the entrance and ext columns, fencing, landscaping, lighting, etc., within the public right-of-way.

Cross Reference: 2008-4856
Parcel No.: 13-16-06-00-00-004.001

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH that 4110 Investments LLC, whose principal offices are located in Marion County, State of Indiana (hereinafter, the "Grantor") for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate, grant, sell and convey to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility (the "Grantee"), a permanent and exclusive easement including the right, privilege, and authority (but subject to the limitations hereinafter stated) to place, construct, install, operate, control, maintain, reconstruct, relocate, change the size of, repair and remove sewer mains, pipes, conduits, laterals, manholes, gravity sewers, and other facilities necessary or incidental for the purpose of rendering sewage disposal services (the "Sewer Facilities"), along, under, through and across the Grantor's real estate situated in Hamilton County, State of Indiana, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Real Estate"). Except as necessary to install the Sewer Facilities as defined above, the Sewer Facilities shall be, at all times, located under, through and/or across the Grantor's real estate and no structures shall be built and/or erected on the Real Estate. In addition, prior to any actions taken by Grantee relating to the initial installation and/or construction of the Sewer Facilities, Grantee shall first contact Grantor's designated representative, Scott Neff at sneff2231@yahoo.com and/or 795-749-8822 (or such other representative designated by Grantor), to coordinate the installation/construction of any Sewer Facilities, provided, however, such discussion/ coordination shall not be unreasonably withheld by Grantor. After the initial installation/construction of the Sewer Facilities, Grantee shall provide Grantor (through its designated representative, Scott Neff), with reasonable notice prior to any maintenance, repair or other construction of the Sewer Facilities, provided, however, such notice will not be given by Grantee to address an emergency.

Access to the Real Estate over the adjoining lands of the Grantor, where necessary, is hereby granted to Grantee; for the placement, construction, installation, operation, and/or maintenance of the Sewer Facilities; provided however, that where the Sewer Facilities are accessible from an adjoining public street or highway, the access shall be from such street or highway.

Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted

herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction (other than ground cover or pavement for driveway or parking purposes) on or over the Sewer Facilities, or that would interfere with the construction, maintenance or operation of any part of the Sewer Facilities. Grantee shall not construct or permit to be constructed: (i) any paved or concrete driveways, parking areas, sidewalks, patios, or similar structures over or within a one (1) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; (ii) any paved or concrete roads, streets or other thoroughfares over or within a five (5) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; or (iii) any light poles, street lights, or outdoor lights of any kind directly over or within ten (10) foot horizontal distance of any Sewer Facilities existing on the Real Estate. Grantor shall not place or allow to be placed the toe of a slope of earthen mounding within ten (10) feet horizontal distance of any Sewer Facilities existing on the Real Estate. Further, Grantor shall not plant, or allow to grow any trees, shrubbery or similar growths directly over or within ten (10) feet horizontal distance from the dripline of the planting to Sewer Facilities. Further, Grantor agrees not to change or permit the change of the grade of earth covering the Sewer Facilities.

The Grantee may cut, trim, or remove any and all trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, landscaping, irrigation systems or other similar vegetation, growth or structures, now or hereafter existing or growing upon or extending over the Real Estate, insofar as may be reasonably necessary utilizing due care, in the exercise by the Grantee of any and all rights and authorities herein and hereby granted to Grantee, provided, however, in the event Grantee needs to exercise such right, it shall provide Grantor with reasonable notice, unless emergency circumstances preclude giving such notice, in which case, Grantee shall notify Grantor after taking such action. The exercise of this right by the Grantee, or any other rights herein granted to Grantee, shall not establish in the Grantor any automatic right or claim for damages to such trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures. Any damage to any private gravel or unpaved drives, drainage pipe or tile, or fences of the Grantor caused by the construction, operation, maintenance or repair of the Sewer Facilities shall be repaired or replaced by the Grantee at Grantee's sole cost and the replacement/repair shall be in the same or similar condition prior to the granting of this Easement; provided, however, that with respect to the damaged lawns Grantee agrees to provide initial reseeding of grass for such damaged areas.

The easement rights and privileges granted herein are exclusive and the Grantor covenants that it will not hereafter convey any other easement or conflicting right within the area covered by this grant. To the extent the easement rights granted herein cross, intersect, or coexist with an existing easement of record, the easement granted herein shall not be exclusive with respect to that portion of such prior existing easement with which the easement granted herein crosses, intersects, or coexists. Notwithstanding the exclusivity of the easement herein granted, all storm drainage facilities and utility pipes or conduits for other utility services with five (5) feet minimum vertical

clearance from the Sewer Facilities may intersect the Sewer Easements granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except at locations within twenty (20) linear feet from a sanitary manhole structure, and all streets, roads or sidewalks may intersect the Sewer Easement granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except, as concerns sidewalks, at locations within one (1) linear foot from a sanitary manhole structure and, except as concerns streets or roads, at locations within five (5) linear feet from a sanitary manhole structure.

Notwithstanding any other provisions of this Sewer Easement, Grantee shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Sewer Facilities, provided, however, Grantee shall not connect any facilities on Grantor's Real Estate without Grantor's permission. Said easement also includes the rights and privileges (i) of ingress and egress for the employees, agents and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (ii) to use temporarily additional space where available and necessary from time to time adjacent to Sewer Facilities for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon and across the Real Estate, and (iii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted.

Grantee shall have full right and authority to assign or convey the easement hereby granted or any part thereof to another sewer utility or a successor in interest, but shall have no right to assign or convey the easement hereby granted or any part thereof to another utility not engaged in providing sewer service. The grants, covenants and stipulations herein provided shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

The undersigned executing this Sewer Easement on behalf of Grantor represents and certifies that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this easement, that Grantor has full legal capacity to convey the easement described herein, and that all necessary action for the making of such conveyance by Grantor has been taken and done.

This conveyance is not subject to the payment of Indiana Corporate Gross Tax.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal
this 8th day of December 2022.

GRANTOR
4110 Investments LLC

By: [Signature]

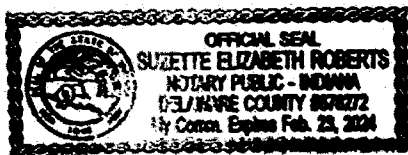
Printed: Jason R. Deik

Its: Manager / Legal Representative

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JASON R. Deik, personally known to me to be the MANAGER / Legal Counsel of 4110 Investments LLC, and acknowledged the execution of the foregoing Sewer Easement for and on behalf of said party.

WITNESS my hand and notarial seal this 8th day of December, 2022.



[Signature]
(Written Signature)
Suzette E. Roberts
(Printed Signature)

My Commission Expires: 2.23.24
My County of Residence: Delaware

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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. /s/ Christopher P. Greisl, Esq.

Exhibit A
[Real Estate]

LEGEND



PROPOSED EASEMENT

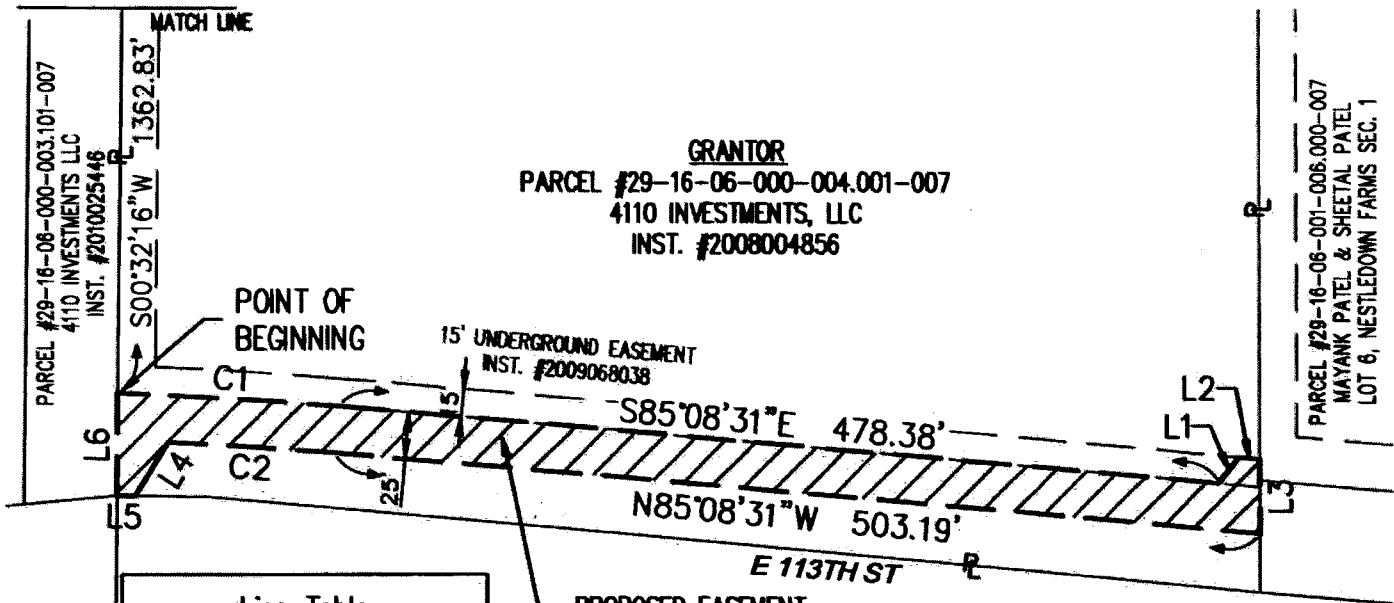
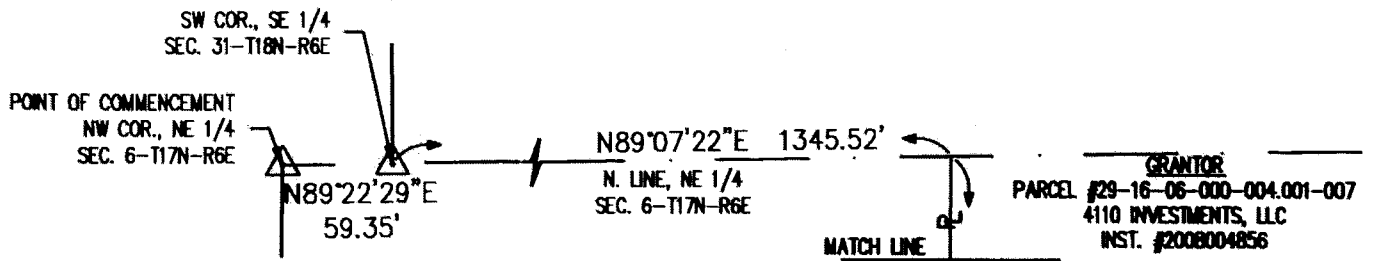


PROPERTY LINE

EXHIBIT "A"



GRID NORTH
0 50' 100' 150'
SCALE: 1" = 100'



Line Table		
Line #	Direction	Length
L1	N37°50'09"E	17.88'
L2	S85°08'31"E	11.46'
L3	S00°18'37"E	40.16'
L4	S32°04'46"W	34.27'
L5	N89°12'36"W	9.84'
L6	N00°32'16"E	55.00'

Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Length
C1	119.71'	2315.72'	S86°37'23"E	119.70'
C2	90.04'	2290.72'	N86°16'05"W	90.04'

Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY



HWC
ENGINEERING

135 N. PENNSYLVANIA ST, SUITE 2800
INDIANAPOLIS, IN 46204
317-347-3663

INDIANAPOLIS - TERRE HAUTE

1 AFAVETTE - MIAMI - NEW ALBANY

www.hwcengineering.com

GRANTHAM SUBDIVISION
FORCE MAIN EASEMENT
4110 INVESTMENTS, LLC
FISHERS, INDIANA

DRAWN BY

AJB

CHECKED BY

SWR

DATE

1/18/2022

SCALE

1" = 100'

PG 1 OF 2

JOB NUMBER
2019-248-A

EXHIBIT "A"

GRANTOR
PARCEL #29-16-06-000-004-001-007
4110 INVESTMENTS, LLC
INST. #2008004856

PROPOSED EASEMENT

A part of the Northeast Quarter of Section 6, Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter Section; thence North 89 degrees 22 minutes 29 seconds East (grid bearings based upon an ALTA/NSPS Land Title Survey prepared by Kristopher K. Eichorn, PLS #21000230, HWC Engineering Job No. 2019-248, dated October 30, 2020) a distance of 59.35 feet to the southwest corner of the Southeast Quarter of Section 31, Township 18 North, Range 6 East; thence North 89 degrees 07 minutes 22 seconds East along the north line of said Northeast Quarter a distance of 1345.52 feet to the northwest corner of the Grantor's land; thence South 00 degrees 32 minutes 16 seconds West along the east line of the Grantor's land a distance of 1362.83 feet to the POINT OF BEGINNING being on the south line of an underground easement agreement recorded as Instrument Number 2009068038 in the Office of the Recorder, Hamilton County, Indiana, said point being the point of curvature of a non-tangent curve to the right having a radius of 2315.72 feet; thence easterly along said curve and the south line of said easement an arc distance of 119.71 feet being subtended by a chord bearing South 86 degrees 37 minutes 23 seconds East a distance of 119.70 feet; thence South 85 degrees 08 minutes 31 seconds East along a south line of said easement a distance of 478.38 feet; thence North 37 degrees 50 minutes 09 seconds East a distance of 17.88 feet to the north line of said easement; thence South 85 degrees 08 minutes 31 seconds East along said north line a distance of 11.46 feet to the east line of the Grantor's land; thence South 00 degrees 18 minutes 37 seconds East along said east line a distance of 40.16 feet to a point 25 feet south by perpendicular measure of the south line of said easement; thence North 85 degrees 08 minutes 31 seconds West parallel with said south line a distance of 503.19 feet to a point of curvature of a curve to the left having a radius of 2290.72 feet; thence westerly along said curve an arc distance of 90.04 feet being subtended by a chord bearing North 86 degrees 16 minutes 05 seconds West and a distance of 90.04 feet; thence South 32 degrees 04 minutes 46 seconds West a distance of 34.27 feet to the south line of the Grantor's land; thence North 89 degrees 26 minutes 41 seconds West a distance of 9.79 feet to the west line of the Grantor's land; thence North 00 degrees 32 minutes 16 seconds East along said west line a distance of 55.00 feet to the POINT OF BEGINNING, containing 0.375 acres, more or less.

PREPARED BY:

Adam J. Beery
ADAM J. BEERY, PLS #20700069
JANUARY 18, 2022



Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY



HWC
ENGINEERING

135 N. PENNSYLVANIA ST, SUITE 2800
INDIANAPOLIS, IN 46204
317-347-3663

INDIANAPOLIS - TERRE HAUTE

LA FAYETTE - MOUNTAIN - NEW ALBANY

www.hwcengineering.com

GRANTHAM SUBDIVISION
FORCE MAIN EASEMENT
4110 INVESTMENTS, LLC
FISHERS, INDIANA

DRAWN BY

AJB

CHECKED BY

SWR

DATE

1/18/2022

SCALE

N.A.

PG 2 OF 2

JOB NUMBER
2019-248-A

2022039509 EASE \$25.00
08/10/2022 11:51:26AM 7 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

LLP



Cross Reference: 2018-02669
Parcel No.: 13-16-06-00-00-003.002

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH that the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (hereinafter, the "Grantor") for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate, grant, sell and convey to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility (the "Grantee"), a permanent and exclusive easement including the right, privilege, and authority (but subject to the limitations hereinafter stated) to place, construct, install, operate, control, maintain, reconstruct, relocate, change the size of, repair and remove sewer mains, pipes and conduits, all necessary or incidental auxiliary or feeder service mains, pipes or conduits, lift stations, manholes and other facilities, appliances, apparatus and structures convenient or proper for the purpose of rendering sewage disposal services (the "Sewer Facilities") along, under, through and across the Grantor's real estate situated in Hamilton County, State of Indiana, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Real Estate").

Access to the Real Estate over the adjoining lands of the Grantor, where necessary, is hereby granted to Grantee; provided however, that where the Sewer Facilities are accessible from an adjoining public street or highway, the access shall be from such street or highway.

Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction (other than ground cover or pavement for driveway or parking purposes) on or over the Sewer Facilities, or that would interfere with the construction, maintenance or operation of any part of the Sewer Facilities. Grantee shall not construct or permit to be constructed: (i) any paved or concrete driveways, parking areas, sidewalks, patios, or similar structures over or within a one (1) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; (ii) any paved or concrete roads, streets or other thoroughfares over or within a five (5) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; or (iii) any light poles, street lights, or outdoor lights of any kind directly over or within ten (10) foot horizontal distance of any Sewer Facilities existing on the Real Estate. Grantor shall not place or allow to be placed the toe of a slope of earthen mounding within ten (10) feet horizontal distance of any Sewer

Facilities existing on the Real Estate. Further, Grantor shall not plant, or allow to grow any trees, shrubbery or similar growths directly over or within ten (10) feet horizontal distance from the dripline of the planting to Sewer Facilities. Further, Grantor agrees not to change or permit the change of the grade of earth covering the Sewer Facilities.

The Grantee may cut, trim, or remove any and all trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, landscaping, irrigation systems or other similar vegetation, growth or structures, now or hereafter existing or growing upon or extending over the Real Estate, insofar as may be reasonably necessary utilizing due care, in the exercise by the Grantee of any and all rights and authorities herein and hereby granted to Grantee. The exercise of this right by the Grantee, or any other rights herein granted to Grantee, shall not establish in the Grantor any right or claim for damages to such trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures. Any damage to any private gravel or unpaved drives, drainage pipe or tile, or fences of the Grantor (but exclusive of trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures and exclusive of asphalt or concrete pavement for sidewalk, access path, driveway or parking purposes) caused by the construction, operation, maintenance or repair of the Sewer Facilities shall be repaired or replaced by the Grantee; provided, however, that with respect to the damaged lawns Grantee agrees to provide initial reseeded of grass for such damaged areas.

The easement rights and privileges granted herein are exclusive and the Grantor covenants that it will not hereafter convey any other easement or conflicting right within the area covered by this grant. To the extent the easement rights granted herein cross, intersect, or coexist with an existing easement of record, the easement granted herein shall not be exclusive with respect to that portion of such prior existing easement with which the easement granted herein crosses, intersects, or coexists. Notwithstanding the exclusivity of the easement herein granted, all storm drainage facilities and utility pipes or conduits for other utility services with five (5) feet minimum vertical clearance from the Sewer Facilities may intersect the Sewer Easements granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except at locations within twenty (20) linear feet from a sanitary manhole structure, and all streets, roads or sidewalks may intersect the Sewer Easement granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except, as concerns sidewalks, at locations within one (1) linear foot from a sanitary manhole structure and, except as concerns streets or roads, at locations within five (5) linear feet from a sanitary manhole structure.

Notwithstanding any other provisions of this Sewer Easement, Grantee shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Sewer Facilities. Said easement also includes the rights and privileges (i) of ingress and egress for the employees,

agents and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (ii) to use temporarily additional space where available and necessary from time to time adjacent to Sewer Facilities for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon and across the Real Estate, and (iii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted. Grantor agrees that Grantee shall be entitled to and Grantor shall provide any and all easements necessary to allow the construction of and to provide for access to the Sewer Facilities for the purpose of connecting such additional extensions and facilities to the Sewer Facilities.

Grantee shall have full right and authority to assign or convey the easement hereby granted or any part thereof to another sewer utility or a successor in interest, but shall have no right to assign or convey the easement hereby granted or any part thereof to another utility not engaged in providing sewer service. The grants, covenants and stipulations herein provided shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

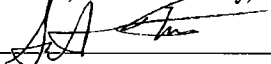
The undersigned executing this Sewer Easement on behalf of Grantor represents and certifies that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this easement, that Grantor has full legal capacity to convey the easement described herein, and that all necessary action for the making of such conveyance by Grantor has been taken and done.

This conveyance is not subject to the payment of Indiana Corporate Gross Tax.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal

this 26 day of July 2022.

GRANTOR
City of Fishers, Hamilton County, Indiana

By: 

Printed: Scott Fadness, Mayor

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Fadness, personally known to me to be the Mayor of the City of Fishers, Hamilton County, Indiana, and acknowledged the execution of the foregoing Sewer Easement for and on behalf of said party.

WITNESS my hand and notarial seal this 26 day of July, 2022.

Kari E Adriano
Notary Public

Kari E Adriano
(Printed Signature)



My Commission Expires: January 2, 2030

My County of Residence: Hamilton

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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. /s/ Christopher P. Greisl, Esq.

Exhibit A
[*Real Estate*]

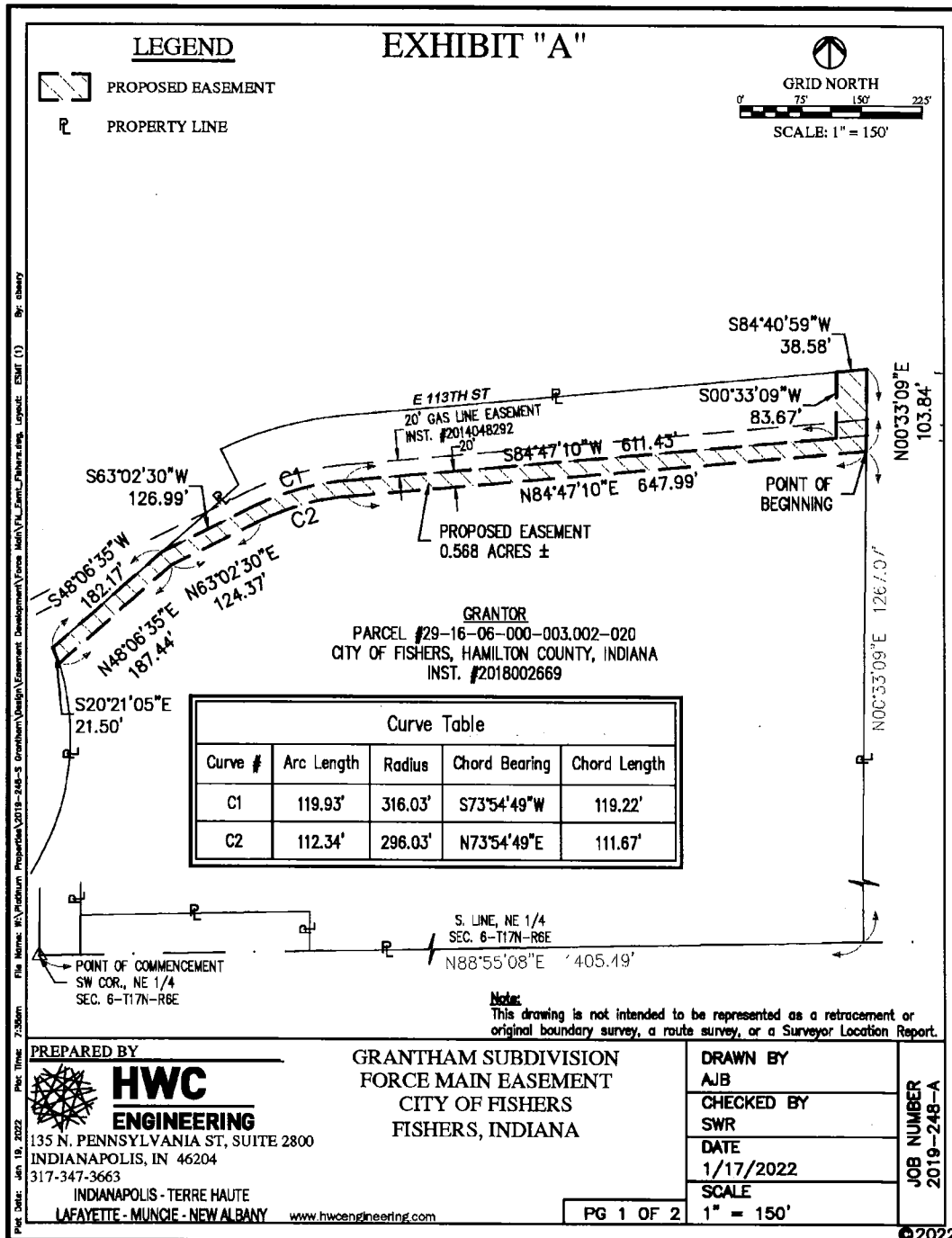


EXHIBIT "A"

GRANTOR
PARCEL #29-16-06-000-003.002-020
CITY OF FISHERS, HAMILTON COUNTY, INDIANA
INST. #2018002669

PROPOSED EASEMENT

A part of the Northeast Quarter of Section 6, Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of said Northeast Quarter Section; thence North 88 degrees 55 minutes 08 seconds East (grid bearings based upon an ALTA/NSPS Land Title Survey prepared by Kristopher K. Eichorn, PLS #21000230, HWC Engineering Job No. 2019-248, dated October 30, 2020) along the south line of said Northeast Quarter Section a distance of 1405.49 feet to the southeast corner of the Grantor's land; thence North 00 degrees 33 minutes 09 seconds East along the east line of the Grantor's land a distance of 1267.07 feet to the POINT OF BEGINNING, said point being 20 feet south by perpendicular measure from the south line of a Gas Line Easement recorded as Instrument Number 2014048292 in the Office of the Recorder, Hamilton County, Indiana; thence continuing North 00 degrees 33 minutes 09 seconds East along said east line a distance of 103.84 feet to the northeast corner of the Grantor's land; thence South 84 degrees 40 minutes 59 seconds West along the north line of the Grantor's land a distance of 38.58 feet; thence South 00 degrees 33 minutes 09 seconds West parallel with said east line of the Grantor's land a distance of 83.67 feet to the south line of said Gas Line Easement, the following four (4) courses being along the south lines of said Gas Line Easement; (1) thence South 84 degrees 47 minutes 10 seconds West a distance of 611.43 feet to a point of curvature of a curve to the left having a radius of 316.03 feet; (2) thence westerly along said curve an arc distance of 119.93 feet having a chord bearing South 73 degrees 54 minutes 49 seconds West a distance of 119.22 feet; (3) thence South 63 degrees 02 minutes 30 seconds West a distance of 126.99 feet to a north line of the Grantor's land; thence South 48 degrees 06 minutes 35 seconds West along said north line a distance of 182.17 feet to a northwest corner of the Grantor's land; thence South 20 degrees 21 minutes 05 seconds East along a west line of the Grantor's land a distance of 21.50 feet; thence North 48 degrees 06 minutes 35 seconds East parallel with said north line of the Grantor's land a distance of 187.44 feet to a point 20 feet south by perpendicular measure of the south line of aforesaid Gas Line Easement, the following three (3) courses being parallel with the south lines of said Gas Line Easement; (1) thence North 63 degrees 02 minutes 30 seconds East a distance of 124.37 feet to a point of curvature of a curve to the right having a radius of 296.03 feet; (2) thence easterly along said curve an arc distance of 112.34 feet having a chord bearing North 73 degrees 54 minutes 49 seconds East a distance of 111.67 feet; (3) thence North 84 degrees 47 minutes 10 seconds East a distance of 647.99 feet to the POINT OF BEGINNING, containing 0.568 acres, more or less.

PREPARED BY:

Adam J. Beery
ADAM J. BEERY, PLS #20700069
JANUARY 17, 2022



Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY

HWC
ENGINEERING
135 N. PENNSYLVANIA ST., SUITE 2800
INDIANAPOLIS, IN 46204
317-347-3663
INDIANAPOLIS - TERRE HAUTE
LAFAYETTE - MUNCIE - NEW ALBANY
www.hwcengineering.com

GRANTHAM SUBDIVISION
FORCE MAIN EASEMENT
CITY OF FISHERS
FISHERS, INDIANA

DRAWN BY

AJB

CHECKED BY

SWR

DATE

1/17/2022

SCALE

N.A.

JOB NUMBER
2019-248-A

PG 2 OF 2

©2022

RESOLUTION NO. R011023D

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS
& SAFETY APPROVING A CERTAIN CONTRACT FOR EXTENSION
OF SEWER MAINS AND FACILITIES (GRANTHAM LIFT STATION)**

WHEREAS, CND Grantham, LLC (“Subscriber”) has obtained, or will obtain, certain real property and easements necessary to: (1) allow Subscriber to construct the proposed Grantham Regional Lift Station to be located off of East 113th Street in Fall Creek Township of Hamilton County, Indiana (the “Lift Station”), (2) allow Subscriber to construct an extension of the sewer mains and facilities (hereinafter, “Off-Site Sewer”) owned by the City of Fishers, Hamilton County, Indiana, acting by and through its municipal utility (“Utility”), in order to provide sanitary sewage disposal to, among other areas, the proposed Grantham Regional Lift Station, (3) provide for the operation, maintenance, repair, and replacement of the Off-Site Sewer; and (4) allow access to and interconnection with the Off-Site Sewer by others having interests in real property in proximity to the Off-Site Sewer who enter into separate special contracts for the extension of sewer mains and facilities with the Utility for sewer service to such real property, all pursuant to a certain Contract for Extension of Sewer Main Facilities (the “Contract”), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Utility is a municipal utility having the territorial authority to provide sanitary sewage disposal service to the area in and around the Off-Site Sewer, which area will be developed into residential or commercial property requiring sanitary sewage disposal service and will include the proposed Grantham Regional Lift Station (the “Proposed Development”);

WHEREAS, the Subscriber has requested the Utility to extend sewer mains and facilities of its sewage disposal system in Hamilton County, Indiana, in order to provide sanitary sewage disposal service to, among other areas, the Proposed Development;

WHEREAS, the parties acknowledge that this Contract and the extension of sanitary mains and facilities hereunder arises out of circumstances which are abnormal and out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Off-Site Sewer is to be located, and the fact that there heretofore has existed no sanitary sewage disposal facilities or service in said area), and the parties desire to provide for the extension of such mains and facilities by special contract, upon the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility’s territorial authority is experiencing extremely rapid growth, creating unusually high demand for the extension of sanitary sewage disposal facilities;

WHEREAS, the Utility wishes to cooperate with developers and others in its territorial authority area and is willing, on a trial basis, to allow developers to construct extensions of the Utility’s sewer mains and facilities by private contract approved by the Utility; and

WHEREAS, the City of Fishers Board of Public Works & Safety now desires to approve the Contract as further described herein.

NOW THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1. The Board hereby approves the Contract in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2. The Board hereby authorizes the Fishers Sewer Utility Director to execute the Contract and any and all documents in furtherance of the Contract.
- Section 3. This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 10th day of January, 2023.

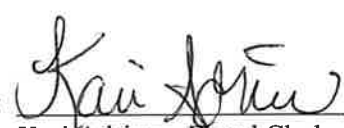
**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: 
Kari Adriano, Board Clerk

DATE: 1/10/23

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl

CITY OF FISHERS

CONTRACT FOR EXTENSION
OF SEWER MAINS AND FACILITIES

GRANTHAM REGIONAL LIFT STATION

THIS CONTRACT FOR EXTENSION OF SEWER MAINS AND FACILITIES ("Contract"), executed as of this ____ day of January, 2023, by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (the "Utility") and the other party or parties signatory hereto (whether one or more individuals, corporations, partnerships, or other entities, designated herein as the "Subscriber").

WITNESSETH:

WHEREAS, the Subscriber has obtained, or will obtain, certain real property and easements necessary to: (1) allow Subscriber to construct the proposed Grantham Regional Lift Station (as more particularly described in **Exhibit A** attached hereto to be located off of East 113th Street in Fall Creek Township of Hamilton County, Indiana (the "Lift Station"), (2) allow Subscriber to construct an extension of the Utility's sewer mains and facilities (hereinafter, "Off-Site Sewer"), in order to provide sanitary sewage disposal to, among other areas, the proposed Grantham Regional Lift Station, the Off-Site Sewer being more particularly described in the draft construction plans—prepared by HWC Engineering certified by _____ dated _____ and attached hereto as **Exhibit B** entitled Construction Plans (the "Plans"); (3) provide for the operation, maintenance, repair, and replacement of the Off-Site Sewer; and (4) allow access to and interconnection with the Off-Site Sewer by others having interests in real property in proximity to the Off-Site Sewer who enter into separate special contracts for the extension of sewer mains and facilities with the Utility for sewer service to such real property;

WHEREAS, the Utility is a municipal utility having the territorial authority to provide sanitary sewage disposal service to the area in and around the Off-Site Sewer, which area will be developed into residential or commercial property requiring sanitary sewage disposal service and will include the proposed Grantham Regional Lift Station (the "Proposed Development");

WHEREAS, the Subscriber has requested the Utility to extend sewer mains and facilities of its sewage disposal system in Hamilton County, Indiana, in order to provide sanitary sewage disposal service to, among other areas, the Proposed Development;

WHEREAS, the parties acknowledge that this Contract and the extension of sanitary mains and facilities hereunder arises out of circumstances which are abnormal and out of the ordinary (due, in part, to the substantially undeveloped nature of the area in which the Off-Site Sewer is to be located, and the fact that there heretofore has existed no sanitary sewage disposal facilities or

service in said area), and the parties desire to provide for the extension of such mains and facilities by special contract, upon the terms and conditions herein provided;

WHEREAS, the parties recognize the area within the Utility's territorial authority is experiencing extremely rapid growth, creating unusually high demand for the extension of sanitary sewage disposal facilities; and

WHEREAS, the Utility wishes to cooperate with developers and others in its territorial authority area and is willing, on a trial basis, to allow developers to construct extensions of the Utility's sewer mains and facilities by private contract approved by the Utility.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including the aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Contract with full force and effect equal to the following terms, the parties hereto agree as follows:

1. Construction of the Lift Station.

a. Construction of the Lift Station. The Subscriber requests, and the Utility agrees, that the Subscriber may design, construct, and install, at Subscriber's expense, the Lift Station to allow for the subsequent connection of the Proposed Development to the Utility's mains and facilities, the terms of which subsequent connection shall be subject to the execution of a separate Special Contract for the Extension of Sewer Mains and Facilities between the Utility and owners of real property desirous of connecting to the Off-Site Sewer.

b. Plans and Specifications. The parties agree that the Lift Station shall be comprised of all wastewater facilities constructed from the downstream end of Grantham Section 2 sanitary sewer system to the discharge of the sanitary force main from the Block A parcel of Grantham Section 2 the Lift Station occupies, all as depicted in the Plans. The facilities include the structures, piping, equipment, electrical, controls, landscaping, and access features for the lift station.

The parties agree that the Plans shall be prepared by an engineering firm approved by the Utility, at the Subscriber's expense, prior to construction of the Lift Station. The Plans for the Lift Station shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of the Lift Station. Upon approval by the Utility, the Plans shall become a part of this Contract. The Subscriber agrees to provide to the Utility, or assist the Utility in obtaining, all permits, real property, and easements or other rights-of-way necessary to construct the Lift Station. The costs to obtain such permits, real property, easements or rights-of-way shall be paid for by the Subscriber.

c. Compliance with Plans and Specifications. The Subscriber agrees to design, construct, install and maintain the Lift Station in accordance with the Utility's Design Specifications, Construction Specifications, Details, Completion Specifications, Standards for Design and Construction of Building Sewers

(Laterals), and Maintenance Specifications for Sanitary Sewer Facilities (together the "Standards and Specifications"), as may be amended from time to time, and in accordance with the Plans, as applicable. Subscriber agrees and acknowledges that the Plans and the Standards and Specifications for the Lift Station must be submitted to and approved by applicable regulatory agencies or other governmental bodies prior to commencing construction and installation of the Lift Station, or any phase thereof.

- d. Approved Contractors. The Utility reserves the right to revoke approval of contractors, if in the opinion of the Utility, construction performed by an approved contractor does not conform or did not conform to the Standards and Specifications.

The Subscriber shall pay to the Utility, or the Utility's agent or engineer, any costs for design, redesign, or consultation which may be incurred by the Utility, or the Utility's agent or engineer, prior to or during construction as detailed in the Schedule of Costs attached hereto as **Exhibit C**. For the avoidance of doubt, the Utility has not incurred any design/consultation costs to date.

- e. Maintenance Bond and Testing. Upon substantial completion of construction of the Lift Station and subsequent to satisfactory performance of infiltration tests and/or low pressure air tests and/or mandrel tests and/or vacuum tests, as specified in the Standards and Specifications, the Subscriber shall provide the Utility with a standard three (3) year maintenance bond underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Lift Station or the respective phase thereof ("Maintenance Bond"). The Maintenance Bond shall be in an amount equal to twenty percent (20%) of all construction costs of the Lift Station or the respective phase thereof. Subscriber acknowledges that Poindexter Excavating, Inc. ("Poindexter") will not obtain a Maintenance Bond on Subscriber's behalf. If Subscriber uses Poindexter to construct the sewer facilities contemplated herein, Subscriber will be solely responsible for obtaining the above Maintenance Bond.

- f. Inspection and Testing. During construction, the Lift Station shall be subject to periodic inspection by the Utility or the Utility's agents in order to ensure conformance to the Plans, and Standards and Specifications as approved by the Utility. Subscriber agrees that all testing of sanitary sewers, as specified in the Standards and Specifications, shall be performed by the Utility or the Utility's agents at the Subscriber's expense. The Subscriber agrees that testing shall not be performed until after all other utility facilities (water, gas, electric, cable television, etc.) have been constructed and installed. The Subscriber covenants and agrees to pay to the Utility or to the Utility's agents, inspection fees equal to eight percent (8%) of the estimated costs of constructing the Lift Station, or any respective phase thereof, as determined by approved construction bids, which inspection fees shall be paid prior to initiating construction of the Lift Station. To allow the Utility to properly account for the cost of the Lift Station, the Subscriber shall provide the

Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Lift Station or phase thereof. The construction cost documentation shall be provided by the Subscriber on a monthly basis, or as otherwise approved by the Utility, as construction proceeds.

- g. Sanitary Sewer Record Drawings. Upon completion of construction of the Lift Station, or any phase thereof, the Subscriber will have prepared under the Utility's direction, but at Subscriber's expense, sanitary sewer record drawing plans ("Record Drawings") for the Lift Station or the respective phase thereof, to be approved by the Utility.
- h. Final Inspection Prior to Conveyance. Within forty-five (45) days prior to the conveyance of the Lift Station, or respective phase thereof, to the Utility, an inspection ("Final Inspection") of the Lift Station or phase thereof shall be conducted by a firm selected by the Utility. The Final Inspection shall be conducted at the Utility's expense and may consist of walk-through and closed-circuit television inspections of the Lift Station or respective phase thereof. The purpose of the Final Inspection is to identify any defects in the Lift Station or phase thereof, which the Subscriber must rectify, at the Subscriber's expense, prior to conveyance of the Lift Station. A Final Inspection may also consist of flow monitoring, smoke, infiltration, exfiltration, vacuum, low-pressure air, pumping, or pressure (for force mains) testing or any other reasonable test to determine the quality of construction of the Lift Station or respective phase thereof. The Utility's engineer shall have the sole discretion as to the necessity of the optional tests. The Utility shall provide to the Subscriber a copy of the results of the Final Inspection and a list of any defects the Subscriber shall rectify prior to conveyance. Any defects shall be rectified by the Subscriber as directed by the Utility's engineer, at the Subscriber's sole cost and expense.
- i. Conveyance of the Lift Station. Upon the date of substantial completion of construction and satisfactory performance of all testing provided in Sections 1(e) and (f) above, on the Lift Station or any phase thereof, the Subscriber shall convey to the Utility all right, title, and interest in the Lift Station, but exclusive of laterals, building sewers, service pipes, and service lines which extend or will extend from a lot building, structure or premise to the sewer main extension (together referred to as "Laterals"), or any pipes or lines that extend from the sewer main extension and terminate at approximately the border of the lot line easement ("Lateral Stubs") which conveyance shall at that date be treated as a "System Contribution". The Laterals and Lateral Stubs shall at that time be conveyed to the respective lot owners. All System Contributions shall be treated as contributions-in-aid-of-construction. At the time of conveyance to Utility, the Subscriber shall deliver to the Utility such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in the Utility all of Subscriber's title to the facilities comprising the Lift Station, or the respective phase thereof being conveyed (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to

and owned by the respective lot owners), including, without limitation, a bill of sale in substantially the form attached hereto as **Exhibit D**. Thereafter, those portions of the Lift Station or the respective phase thereof, including all pipes, mains, lift stations, meters, other equipment and apparatus, and the facilities which compose the Lift Station or the respective phase thereof (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned and maintained by the respective lot owners) or to which the same is or may be connected (except the Laterals and Lateral Stubs), shall be and remain the sole property of the Utility, and the Utility shall be responsible for the maintenance and repair of the same. The Subscriber shall not, after the date on which the conveyances are made, have any right of property in the Lift Station or the respective phase thereof, or any part thereof by reason of or on account of its having made a System Contribution, or by reason of or on account of its having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor incident to, the construction of the Lift Station or the respective phase thereof.

j. **Conveyance of the Lift Station Property.** Subscriber shall convey to the Utility, all right, title, and interest in that portion of the real estate on which the Lift Station is constructed, as determined by the City of Fishers on the secondary plat of the Proposed Development (the "Lift Station Property"). Subscriber shall dedicate the Lift Station Property within thirty (30) days of recording the secondary plat in substantially the form attached hereto as **Exhibit D**

k. **Conveyance of the Laterals and Lateral Stubs.** The Laterals and Lateral Stubs shall not be transferred or assigned to Utility by Subscriber. At the time of conveyance to Utility of those portions of the Lift Station to be conveyed pursuant to Section 1(i) above, the Subscriber shall convey to the respective lot owners the Laterals and Lateral Stubs constructed within the Proposed Development that extend from each premise, structure or building and that are or will be connected to the main sewer line extension(s) to be owned by the Utility. The respective lot owners shall own the Laterals and Lateral Stubs and remain responsible for their maintenance, repair, and/or replacement as necessary all in accordance with the Standards and Specifications. If the respective lot owners fail to properly maintain, repair and/or replace the Laterals and Lateral Stubs, the Utility shall have the right, but not the obligation, to maintain, repair and/or replace the Laterals and Lateral Stubs as reasonably determined by the Utility, but at the respective lot owner's expense.

2. **Construction of the Off-Site Sewer.**

a. **Construction of Off-Site Sewer.** The Subscriber requests, and the Utility agrees, that the Subscriber may design, construct, and install, at Subscriber's expense, the Off-Site Sewer to allow for the subsequent connection of the Proposed Development to the Utility's mains and facilities, the terms of which subsequent connection shall be subject to the execution of a separate Special Contract for the Extension of Sewer Mains and Facilities between the Utility and owners of real property desirous of connecting to the Off-Site Sewer.

- b. Plans and Specifications. The parties agree that the first phase of the Off-Site Sewer shall be comprised of approximately five thousand five hundred fifty feet (5,550') of twelve-inch (12") HDPEDR-11 Force Main (or equivalent size material as approved by the Utility) commencing at the Lift Station and ending at the Intracoastal at Geist Lift Station, all as depicted in the Plans.

The parties agree that the Plans shall be prepared by an engineering firm approved by the Utility, at the Subscriber's expense, prior to construction of the Off-Site Sewer. The parties acknowledge that the Off-Site Sewer may be constructed in phases. The Plans for each phase of the Off-Site Sewer shall be acceptable to the Utility, and must be submitted to, and approved by, the Utility prior to construction of the respective phase of the Off-Site Sewer. Upon approval by the Utility, the Plans shall become a part of this Contract. The Subscriber agrees to provide to the Utility, or assist the Utility in obtaining, all permits and easements or other rights-of-way necessary to construct the Off-Site Sewer. The costs to obtain such permits, easements or rights-of-way shall be paid for by the Subscriber.

- c. Compliance with Plans and Specifications. The Subscriber agrees to design, construct, install and maintain the Off-Site Sewer and each phase thereof in accordance with the Utility's Design Specifications, Construction Specifications, Details, Completion Specifications, Standards for Design and Construction of Building Sewers (Laterals), and Maintenance Specifications for Sanitary Sewer Facilities (together the "Standards and Specifications"), as may be amended from time to time, and in accordance with the Plans, as applicable. Subscriber agrees and acknowledges that the Plans and the Standards and Specifications for the Off-Site Sewer, or any phase thereof, must be submitted to and approved by applicable regulatory agencies or other governmental bodies prior to commencing construction and installation of the Off-Site Sewer, or any phase thereof.
- d. Approved Contractors. The Utility reserves the right to revoke approval of contractors, if in the opinion of the Utility, construction performed by an approved contractor does not conform or did not conform to the Standards and Specifications.

The Subscriber shall pay to the Utility, or the Utility's agent or engineer, any costs for design, redesign, or consultation which may be incurred by the Utility, or the Utility's agent or engineer, prior to or during construction as detailed in the Schedule of Costs attached hereto as **Exhibit C**. For the avoidance of doubt, the Utility has not incurred any design/consultation costs to date.

- e. Maintenance Bond and Testing. Upon substantial completion of construction of the Off-Site Sewer or any phase thereof, and subsequent to satisfactory performance of infiltration tests and/or low pressure air tests and/or mandrel tests and/or vacuum tests, as specified in the Standards and Specifications, the Subscriber shall provide the Utility with a standard three (3) year maintenance bond underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the

construction and installation of the Off-Site Sewer or the respective phase thereof ("Maintenance Bond"). The Maintenance Bond shall be in an amount equal to twenty percent (20%) of all construction costs of the Off-Site Sewer or the respective phase thereof. Subscriber acknowledges that Poindexter Excavating, Inc. ("Poindexter") will not obtain a Maintenance Bond on Subscriber's behalf. If Subscriber uses Poindexter to construct the sewer facilities contemplated herein, Subscriber will be solely responsible for obtaining the above Maintenance Bond. During the three (3) year Maintenance Bond period, the Subscriber shall own the Off-Site Sewer or the respective phase thereof. The Utility shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Off-Site Sewer or the respective phase thereof. The Subscriber, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Off-Site Sewer or the respective phase thereof, including but not limited to labor, materials and taxes. For so long as the Subscriber owns the Off-Site Sewer or any respective phase or any portions thereof, Subscriber shall remain obligated for all costs to repair and/or replace the Off-Site Sewer in accordance with the Standards and Specifications as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Subscriber is obligated hereunder, shall be performed by Utility or its contractor and the documented costs therefor reimbursed to Utility by Subscriber.

- f. Inspection and Testing. During construction, the Off-Site Sewer, or any respective phase thereof, shall be subject to periodic inspection by the Utility or the Utility's agents in order to ensure conformance to the Plans, and Standards and Specifications as approved by the Utility. Subscriber agrees that all testing of sanitary sewers, as specified in the Standards and Specifications, shall be performed by the Utility or the Utility's agents at the Subscriber's expense. The Subscriber agrees that testing shall not be performed until after all other utility facilities (water, gas, electric, cable television, etc.) have been constructed and installed. The Subscriber covenants and agrees to pay to the Utility or to the Utility's agents, inspection fees equal to eight percent (8%) of the estimated costs of constructing the Off-Site Sewer, or any respective phase thereof, as determined by approved construction bids, which inspection fees shall be paid prior to initiating construction of the Off-Site Sewer. To allow the Utility to properly account for the cost of the Off-Site Sewer, the Subscriber shall provide the Utility with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Off-Site Sewer or phase thereof. The construction cost documentation shall be provided by the Subscriber on a monthly basis, or as otherwise approved by the Utility, as construction proceeds.
- g. Sanitary Sewer Record Drawings. Upon completion of construction of the Off-Site Sewer, or any phase thereof, the Subscriber will have prepared under the Utility's direction, but at Subscriber's expense, sanitary sewer record drawing plans ("Record Drawings") for the Off-Site Sewer or the respective phase thereof, to be approved by the Utility.

- h. Final Inspection Prior to Conveyance. Within six (6) months prior to the conveyance of the Off-Site Sewer, or respective phase thereof, to the Utility, an inspection ("Final Inspection") of the Off-Site Sewer or phase thereof shall be conducted by a firm selected by the Utility. The Final Inspection shall be conducted at the Utility's expense and may consist of walk-through and closed-circuit television inspections of the Off-Site Sewer or respective phase thereof. The purpose of the Final Inspection is to identify any defects in the Off-Site Sewer or phase thereof, which the Subscriber must rectify, at the Subscriber's expense, prior to conveyance of the Off-Site Sewer. A Final Inspection may also consist of flow monitoring, smoke, infiltration, exfiltration, vacuum, low-pressure air, pumping, or pressure (for force mains) testing or any other reasonable test to determine the quality of construction of the Off-Site Sewer or respective phase thereof. The Utility's engineer shall have the sole discretion as to the necessity of the optional tests. The Utility shall provide to the Subscriber a copy of the results of the Final Inspection and a list of any defects the Subscriber shall rectify prior to conveyance. Any defects shall be rectified by the Subscriber as directed by the Utility's engineer.
- i. Conveyance of the Off-Site Sewer. Upon the expiration of the three (3) year period starting from the date of substantial completion of construction and satisfactory performance of all testing provided in Sections 2 (e) and (f) above on the Off-Site Sewer or any phase thereof, the Subscriber shall convey to the Utility all right, title, and interest in the Off-Site Sewer, but exclusive of laterals, building sewers, service pipes, and service lines which extend or will extend from a lot building, structure or premise to the sewer main extension (together referred to as "Laterals"), or any pipes or lines that extend from the sewer main extension and terminate at approximately the border of the lot line easement ("Lateral Stubs") which conveyance shall at that date be treated as a "System Contribution". The Laterals and Lateral Stubs shall at that time be conveyed to the respective lot owners. All System Contributions shall be treated as contributions-in-aid-of-construction. At the time of conveyance to Utility, the Subscriber shall deliver to the Utility such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in the Utility all of Subscriber's title to the facilities comprising the Off-Site Sewer, or the respective phase thereof being conveyed (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned by the respective lot owners), including, without limitation, a bill of sale in substantially the form attached hereto as Exhibit E. Thereafter, those portions of the Off-Site Sewer or the respective phase thereof, including all pipes, mains, lift stations, meters, other equipment and apparatus, and the facilities which compose the Off-Site Sewer or the respective phase thereof (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned and maintained by the respective lot owners) or to which the same is or may be connected (except the Laterals and Lateral Stubs), shall be and remain the sole property of the Utility, and the Utility shall be responsible for the maintenance and repair of the same. The Subscriber shall not, after the date on which the conveyances are made, have any right of property in the Off-Site Sewer or the respective phase thereof, or any part

thereof by reason of or on account of its having made a System Contribution, or by reason of or on account of its having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor incident to, the construction of the Off-Site Sewer or the respective phase thereof.

- j. Conveyance of the Laterals and Lateral Stubs. The Laterals and Lateral Stubs shall not be transferred or assigned to Utility by Subscriber. At the time of conveyance to Utility of those portions of the Off-Site Sewer to be conveyed pursuant to Section 2(i) above, the Subscriber shall convey to the respective lot owners the Laterals and Lateral Stubs constructed within the Proposed Development that extend from each premise, structure or building and that are or will be connected to the main sewer line extension(s) to be owned by the Utility. The respective lot owners shall own the Laterals and Lateral Stubs and remain responsible for their maintenance, repair, and/or replacement as necessary all in accordance with the Standards and Specifications. If the respective lot owners fail to properly maintain, repair and/or replace the Laterals and Lateral Stubs, the Utility shall have the right, but not the obligation, to maintain, repair and/or replace the Laterals and Lateral Stubs as reasonably determined by the Utility, but at the respective lot owner's expense.
3. Commencement of Construction. Construction shall not be commenced on the Lift Station and Off-Site Sewer, or any part thereof, until Subscriber has obtained approval from the Utility, and:
- a. the Subscriber has provided, at its expense, all necessary information and authority requested by the Utility, including easements, rights-of-way, licenses, permits, or other authority which may be required by the Utility;
 - b. the exact line, grade and location of all streets and other routes for the Off-Site Sewer and Lift Station have been established in the Plans, or otherwise for construction of the Off-Site Sewer or the applicable phase thereof;
 - c. the Subscriber has paid the Utility, or the Utility's agent, for the cost of reviewing the Plans;
 - d. the Subscriber has paid to the Utility all fees, design costs, engineering costs, or any other amount due and payable by the Subscriber hereunder; and
 - e. the Utility has approved in writing the Plans for construction of the Off-Site Sewer and Lift Station or the applicable phase thereof.

If the Subscriber is unable to accomplish items (a) through (e) enumerated above within one (1) year after the date hereof, the Utility may, in its sole discretion, terminate any further obligation it may have under this Contract.

4. Required Redesign, Relocation or Other Change. In the event of a change in the line and/or grade of streets or a change in other physical or topographical aspects of the property or area through which the Off-Site Sewer or Lift Station has been constructed occurring after Subscriber has completed construction of the Off-Site Sewer or Lift Station or any phase thereof and prior to conveyance to the Utility, the Utility shall have the right to determine whether any

redesign, relocation, or other change is required and to compute the cost of such change. Such cost as so computed shall be, at the option of the Subscriber, either paid to the Utility by the Subscriber so that the Utility can make the change required, or the work may be performed by the Subscriber at the Subscriber's expense. In either event, the cost of the work performed shall be a System Contribution at the time of conveyance of the Lift Station or Off-Site Sewer by Subscriber to the Utility, separate and apart from that specified in Section 3 hereof, and the Utility shall be entitled to receive from the Subscriber reimbursement for any additional costs which result from additional design and inspection Fees in connection therewith. If, after 15 days' notice to Subscriber, Subscriber has not commenced the work, the Utility may, in its sole discretion, determine to proceed with the work prior to receipt of the aforementioned System Contribution, and shall have the right to enforce collection of such System Contribution in accordance with the remedies as hereafter provided, and to pursue other legal or equitable remedies available to it, with attorney's fees, and to withhold future service to the Proposed Development until such System Contribution is paid. In the event the Subscriber pays the cost of the change to the Utility so that the Utility can make the change required under this Section 4, the Utility shall make the change as the agent for the Subscriber and the Subscriber shall own all such sewer mains or facilities for three (3) years after substantial completion of construction of same by the Utility and shall, at the end of the three (3) year period, convey such sewer mains or facilities to the Utility in accordance with the terms and provisions of this Contract relating to sewer mains and facilities constructed by the Subscriber.

5. No Refunds Based Upon Other Main Extensions. Notwithstanding any other provisions of this Contract, the Utility shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Off-Site Sewer or Lift Station, or the respective phase thereof. The Subscriber agrees to provide, at no cost to the Utility, any and all easements necessary to provide the Utility with access to the Off-Site Sewer, or the respective phase thereof, for the purpose of connecting such extensions and facilities to the Off-Site Sewer, or the respective phase thereof. Neither the construction of any such other main extension or facilities nor any service furnished by or from such other main extensions or facilities shall be subject to or in any manner affect this Contract, and the Subscriber shall not be entitled to any refund, payment, or compensation for the construction or use of such other main extensions or facilities, or connections for service therefrom.

6. Termination Point, Installation of Lateral Stubs. In order to meet future demands for service from areas outside the Proposed Development, the Subscriber agrees, at the Subscriber's expense, to terminate the Off-Site Sewer, or the respective phase thereof, at a location specified by the Utility to facilitate access for said future service. The Subscriber further agrees to install, at the Subscriber's expense, Laterals and/or Lateral Stubs at locations on the Off-Site Sewer, or the respective phase thereof, specified by the Utility to facilitate access for said future service.

7. Oversizing of Sewer Facilities. At the Utility's option, any sanitary sewer mains and/or facilities (including the Lift Station) constructed pursuant to this Contract may be oversized to meet future demands for service from areas outside the Development. The Subscriber agrees to construct all sewer mains and/or facilities (including the Lift Station) to a size or capacity requested

by the Utility. The Subscriber further agrees, at the Subscriber's expense, to terminate the above sewer mains and/or facilities at locations as specified by the Utility to facilitate access for said future service. The Subscriber shall install, at the Subscriber's expense, Lateral Stubs at locations specified by the Utility to facilitate access for said future service. The Utility agrees to pay, in accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any lift station, gravity main, or in the situation where a force main system is utilized and permitted by the Utility, any force main and related pump station, to a size larger than that necessary to serve the Proposed Development, as determined by the Utility; provided, however, the Subscriber agrees to pay, if requested by the Utility, the costs required to oversize gravity mains up to a maximum size of ten inches (10") in diameter or, in the situation where a force main system is utilized and permitted by the Utility, a size (both force main and pump station) equivalent in capacity to a ten inch (10") gravity sewer main. The above oversizing costs shall be paid by the Utility at the time the Utility issues a Final Statement of Construction Costs for the Off-Site Sewer, Lift Station, or any respective phase thereof, which final statement shall be issued within sixty (60) days of Subscriber completing construction of the Off-Site Sewer or Lift Station and submitting to Utility the actual documented costs of constructing the Off-Site Sewer or Lift Station. However, notwithstanding the above, the Utility shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by the Utility's engineer. Oversizing costs for the Off-Site Sewer and Lift Station are attached hereto and incorporated herein as Exhibit C.

8. Exclusive Easements. The Subscriber agrees to provide exclusive easements, as determined by the Utility's engineer, for any gravity interceptor sewer main or force main constructed pursuant to this Contract. The exclusive easement(s) shall specify that the Grantor will not convey any other easement or conflicting right within the area covered by the easement, shall be provided at no cost to the Utility, and shall be provided in substantially the same form as the easement attached hereto as Exhibit F.

9. Pavement, Lighting, Mounding, Landscaping, Water Features, Irrigation Systems, Signage, Fences, Walls, and Changes of Grade over Sewer Facilities. In order to ensure that access to sanitary sewer mains or manholes are not restricted in the event repair or excavation is required, the Subscriber agrees that, as determined by the Utility's engineer:

- a. No paved or concrete driveways, parking areas, sidewalks, patios, or similar structures shall be constructed over or within one (1) foot horizontal distance of sanitary sewer manhole castings.
- b. No paved or concrete roads, streets or other thoroughfares shall be constructed over or within five (5) feet horizontal distance of sanitary sewer manhole castings.
- c. No light poles, streetlights, or outdoor lights of any kind shall be constructed directly over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals or manholes.
- d. The toe of the slope of earthen mounding shall not be placed within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- e. No trees, shrubbery or similar growths shall be planted, or allowed to grow, directly over or within ten (10) feet horizontal distance measured from the dripline of the

mature planting to sanitary sewer mains, Laterals, or manholes.

- f. Any landscaping, plantings, trees, shrubbery or similar growths, or landscaping items or objects, facilities or structures placed within utility easements or rights-of-way are at risk of being removed by the Utility without any obligation or liability of replacement by Utility.
- g. No lakes, ponds, or similar such water features shall be constructed over or within twenty (20) feet horizontal distance measured from top of bank to the centerline of sanitary sewer mains, Laterals, or manholes.
- h. No irrigation systems shall be constructed within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- i. No signs, fences, retaining walls, landscaping walls, or entrance walls shall be constructed directly over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes.
- j. Changes of grade over or within ten (10) feet horizontal distance of sanitary sewer mains, Laterals, or manholes are prohibited.

10. Prior Agreements and Amendments. This Contract supersedes all previous understandings, either written or verbal, and, as of the effective date of this Contract constitutes the entire agreement between the parties, and no modifications or amendments of the terms herein contained shall be effective unless set forth in writing and signed by both parties.

11. Default by Subscriber. Each of the following events by, or applicable to, the Subscriber shall constitute an "Event of Default" by the Subscriber:

- a. failure for more than ten (10) days to pay when due any of the Utility's Costs for reviewing the Plans, Inspection Fees, design costs, or any other amount payable by the Subscriber hereunder;
- b. as to any Subscriber which is a party to this Contract and which is a corporation or partnership, the dissolution, or otherwise ceasing to maintain in effect the existence, qualification and authority, of any such Subscriber for more than thirty (30) days;
- c. the failure to observe or perform any of the Subscriber's obligations under the other terms, covenants or conditions of this Contract; or the failure to observe and perform any and all obligations and provisions of the published rules and regulations of the Utility as amended from time to time, or the laws of the state of Indiana as they pertain to sewage disposal service and all matters related thereto, which failure persists for more than thirty (30) days;
- d. the filing by the Subscriber (or any one or more of its general partners, if a partnership) in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or for an arrangement, or for the appointment of a receiver or trustee or similar official of all or a portion of such Subscriber's (or such partner's) property, or for the liquidation or winding-up of such Subscriber's (or such partner's) affairs; or an assignment by such Subscriber (or such partner) for the benefit of creditors;

- e. the filing against the Subscriber (or any one or more of its general partners, if a partnership) in any court, pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee or similar official of all or a portion of such Subscriber's (or such partner's) property, or for the liquidation or winding-up of such Subscriber's (or such partner's) affairs, if within sixty (60) days after the commencement of any such proceeding, such petition or other action shall not have been dismissed or stayed;
- f. the taking by any party of the interest of the Subscriber in the property through which the Lift Station or Off-Site Sewer is constructed or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity, or any transfer in lieu thereof.

Upon the occurrence of any Event of Default under this Contract by the Subscriber, the Utility may:

- a. collect from the Subscriber all costs and expenses, including attorneys', architects' and engineers' fees, incurred or suffered by the Utility in connection with this Contract and the enforcement of the Utility's rights hereunder; and
- b. pursue any other legal or equitable remedy available for the enforcement of its rights hereunder. The remedies available to the Utility shall be cumulative and the exercise of any one or more remedies shall not preclude or waive the exercise of any other remedy or the later exercise of the same remedy.

11. Indemnification. The Subscriber hereby indemnifies and holds harmless the Utility and the City of Fishers, Hamilton County, Indiana from any and all damages, claims, liens or liabilities whatsoever arising from any work performed, or accident or injury, or any other matter whatsoever, caused to any person, firm, corporation or other entity, in, on or about the Proposed Development or arising out of the Proposed Development or the operations in connection therewith or arising out of the design, construction, operation, maintenance, and repair of the Lift Station and Off-Site Sewer. The indemnification herein provided shall include, without limitation, all costs, attorneys' fees, expenses and liabilities incurred in connection with any such damages, claims, liens or liabilities or any action or proceeding brought thereon.

12. Notice. All notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date delivered, if delivered personally, or on the date mailed, if mailed by first-class United States Postage, postage prepaid, to the following address:

The Utility:

City of Fishers, Dept. of Engineering
Attn: Jason Taylor, Director
1 Municipal Drive
Fishers, IN 46038

The Subscriber(s):

CND-Grantham, LLC
Attn: John Burchfield
1111 N. Post Oak Road
Houston, TX 77055

With a copy to:

Christopher P. Greisl, City Attorney
City of Fishers, Administration
1 Municipal Drive
Fishers, IN 46038

or such other address as the parties may by written notice specify. Notice delivered to the Subscriber's address above shall be deemed notice to the Subscriber.

13. Successors. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit of not only the parties hereto, but to their respective personal representatives, heirs (if applicable), successors and assigns.

14. No Waiver; Severability. The consent or waiver, express or implied, by the Utility to, or of any Event of Default or non-performance of, any matter hereunder shall not be construed as a consent or waiver to or of any other Event of Default or non-performance of the same or any other matter. If any portion of this Contract is invalid or unenforceable under applicable law, the remaining portions of the Contract shall not be affected thereby and shall nonetheless remain valid and enforceable; provided, however, that if in the reasonable opinion of Utility, the Contract fails of its essential purpose as a result of the severed provision(s), the Utility shall have the right to terminate the Contract.

15. Assignment of Contract. The Utility may assign this Contract. Subject to the prior written approval of the Utility, which approval shall not be unreasonably withheld, this Contract may be assigned to another entity or institutional lender who intends to purchase, or make a mortgage loan on all or part of the Proposed Development.

16. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be executed and delivered, all such other documents and instruments, and will take all such other actions, as the other party hereto may reasonably request from time to time to effectuate the provisions and purposes of this Contract.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this Contract as of the date first written above.

"UTILITY"

CITY OF FISHERS, HAMILTON COUNTY,
INDIANA, ACTING BY AND THROUGH ITS
MUNICIPAL SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

"SUBSCRIBER"

CND Grantham, LLC

By: *[Signature]*

Printed: MICHAEL LUERKE

Its: AUTHORIZED AGENT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Michael Luerke, by me known to be the Authorized Agent of CND Grantham, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of said entity.



WITNESSE and Notarial Seal this 3rd day of January, 2023.

[Signature]

Notary Public

Melissa Jane Smith
(Printed Signature)

My Commission Expires:
10/31/30

My County of Residence:
Hamilton

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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Attachments:

- Exhibit A - Lift Station
- Exhibit B - Off-Site Sewer Construction Plans
- Exhibit C - Schedule of Costs
- Exhibit D - Dedication of Lift Station Property
- Exhibit E - Bill of Sale
- Exhibit F- Easements

EXHIBIT A

[Legal Description of Proposed Development]

THIS INSTRUMENT PREPARED BY:
 KRISTOPHER K. EICHORN
 HMC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2800
 INDIANAPOLIS, IN 46204
 PHONE: (317) 347-3553

DEVELOPED BY:
 GND GRANTHAM, LLC
 9330 N. MERIDIAN ST., SUITE 100
 INDIANAPOLIS, INDIANA 46260
 PHONE: (317) 689-8500

GRANTHAM

SECTION 2

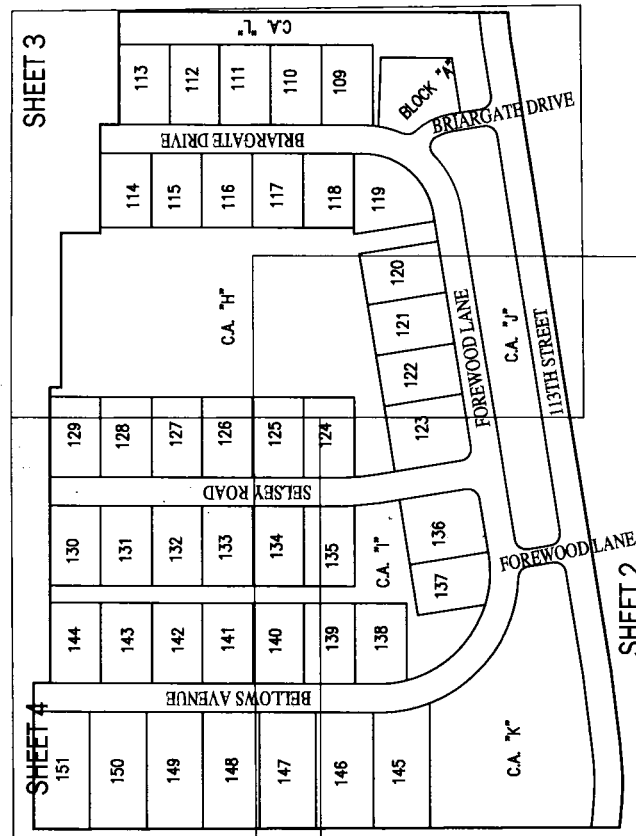
SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
 (SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)

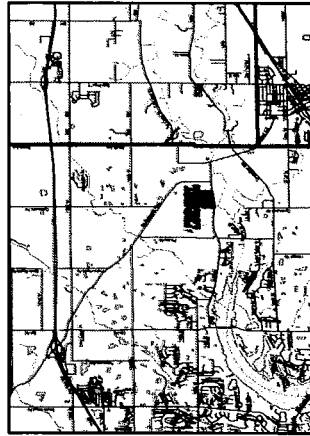
CITY OF FISHERS

SP-21-27

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C-1	118.02'	523.47'	118.57'	S89°41'50"W
C-2	107.47'	473.47'	107.24'	S89°41'50"W
C-3	31.42'	20.00'	28.28'	N35°53'29"E
C-4	31.42'	20.00'	28.28'	S54°06'31"E
C-5	31.42'	20.00'	28.28'	S35°53'29"W
C-6	27.54'	20.00'	25.42'	N48°33'36"W
C-7	378.34'	245.00'	340.42'	S44°00'20"E
C-8	380.85'	220.00'	334.85'	S49°33'16"E
C-9	337.31'	195.00'	296.80'	S49°33'16"E
C-10	31.42'	20.00'	28.28'	N35°53'29"E
C-11	31.42'	20.00'	28.28'	S54°06'31"E
C-12	75.51'	475.00'	75.43'	S94°33'16"E
C-13	78.46'	500.00'	78.40'	S94°33'16"E
C-14	83.46'	525.00'	83.37'	S94°33'16"E
C-15	108.00'	175.00'	107.25'	S83°02'49"E
C-16	211.77'	150.00'	194.62'	N40°26'44"E
C-17	178.48'	125.00'	162.18'	N40°26'44"E
C-18	38.85'	20.00'	31.74'	N82°17'43"W
C-19	30.69'	85.00'	30.52'	S19°27'03"W
C-20	82.36'	100.00'	80.06'	S32°42'16"W
C-21	68.10'	115.00'	68.06'	S26°19'17"W
C-22	31.48'	20.00'	28.34'	S36°00'08"E
C-23	31.34'	20.00'	28.23'	S53°59'52"E
C-24	23.36'	20.00'	22.08'	S10°01'44"E
C-25	71.70'	175.00'	71.20'	N11°44'18"E



Site Map
 SCALE: 1" = 150'



Vicinity Map
 Not to Scale



DEVELOPMENT STANDARDS
 GRANTHAM PUD, ORDINANCE NO. 111620A
 (PUD - R)

EXECUTIVE DISTRICT

- MIN. LOT AREA 11,700 SF
- MIN. LOT WIDTH BSL 90'
- MIN. LOT FRONTAGE 50'
- MIN. CORNER LOT WIDTH 100'
- MIN. FRONT SETBACK 25'
- MIN. SIDE SETBACK 5'
- MIN. REAR SETBACK 5'
- MIN. IMPERVIOUS SURFACE COVERAGE 45%
- MIN. LIVING UNIT ONE STORY
- MAX. PRIMARY STRUCTURE HEIGHT TWO STORY
- MAX. PRIMARY STRUCTURE HEIGHT 35'

Standards are subject to change per the applicable zoning ordinance.



Grid North

Scale: 1" = 150'

LOTS IN THIS SECTION = 43

1 BLOCK AND 5 COMMON AREAS

ACREAGE IN THIS SECTION = 29.223 AC.

THE SITE LIES WITHIN FLOOD HAZARD ZONE X (UNSHADED) AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) NUMBER 18057C0259G OF THE FLOOD INSURANCE RATE MAPS FOR HAMILTON COUNTY, INDIANA (MAPS DATED NOVEMBER 19, 2014).

SHEET 1 OF 5

SEE SHEET 5 FOR LAND DESCRIPTION

THIS INSTRUMENT PREPARED BY:
 KRISTOPHER K. EICHORN
 HWC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2800
 INDIANAPOLIS, IN 46204
 PHONE: (317) 347-5063

DEVELOPED BY:
 GND GRANTHAM, LLC
 9330 N. MERIDIAN ST., SUITE 100
 INDIANAPOLIS, INDIANA 46260
 PHONE: (317) 669-8500



Grid North

Scale: 1" = 50'

GRANTHAM

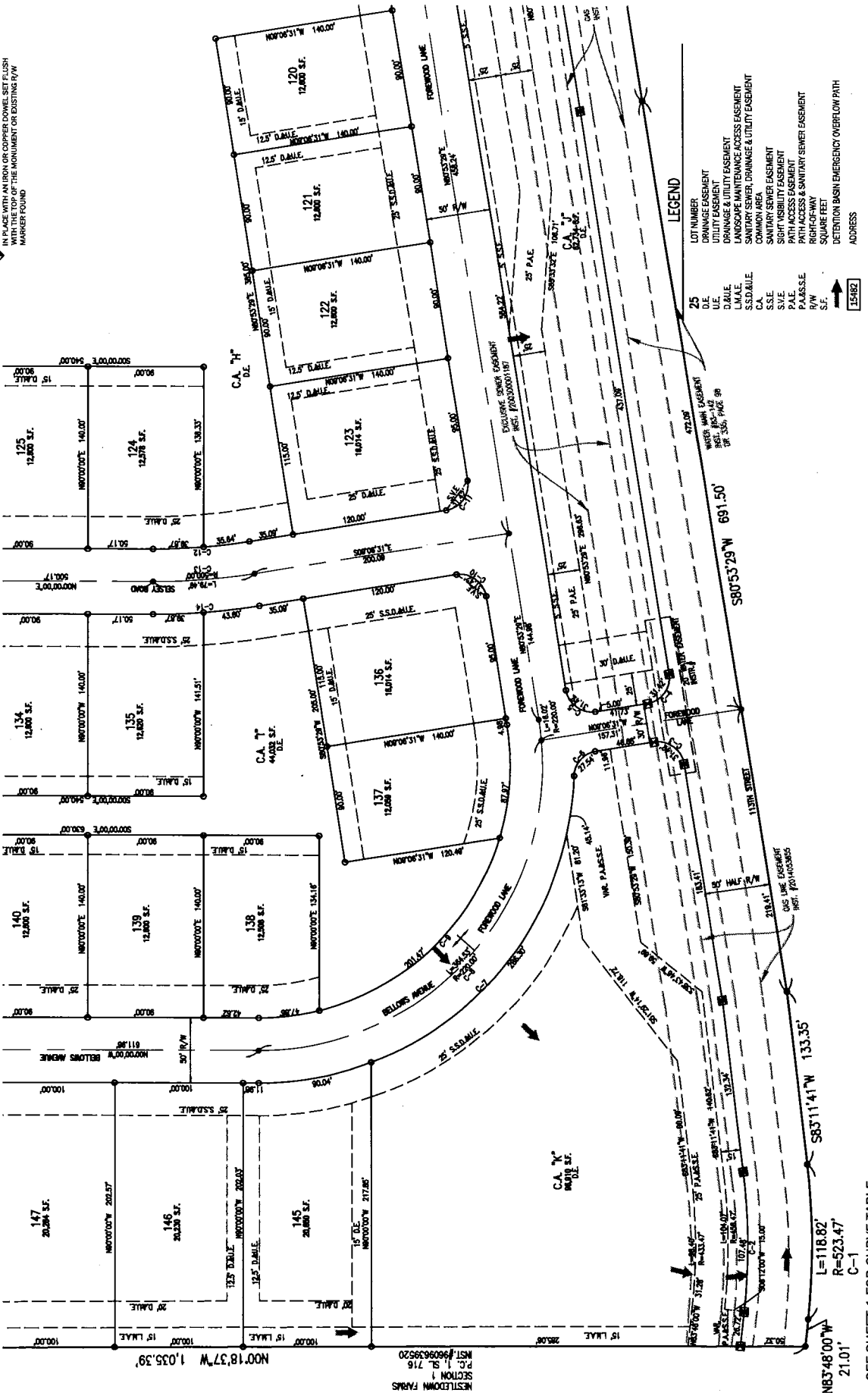
SECTION 2

SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
 (SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
 CITY OF FISHERS

SP-21-27

FOR CONTINUATION SEE SHEET 4 OF 5



SEE SHEET 1 FOR CURVE TABLE
 SEE SHEET 5 FOR LAND DESCRIPTION

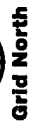
SHEET 2 OF 5

SP-21-27

SUBDIVISION MONUMENTATION

MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.

Q DENOTES A 5/8" REBAR, WITH CAP MARKED "HWC
ENGINEERING FIRM #0114", 30" LONG TO BE SET AT
LOT CORNERS, INCLUDING BEGINNING AND ENDING OF
CURVES AND THE INTERSECTION OF LINES.



Scale: 1" = 50'

LEGEND	
LOT NUMBER	
25	DRAINAGE EASEMENT
D.E.	UTILITY EASEMENT
D.A.E.	DRAINAGE & UTILITY EASEMENT
D.U.A.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT
L.M.A.E.	SANITARY SEWER, DRAINAGE & UTILITY EASEMENT
S.S.D.&U.E.	SANITARY SEWER EASEMENT
S.S.E.	RIGHT OF WAY
S.V.E.	SIGHT VISIBILITY EASEMENT
P.A.E.	PATH ACCESS EASEMENT
P.A.&S.E.	PATH ACCESS & SANITARY SEWER EASEMENT
R/W	RIGHT-OF-WAY
S.F.	SQUARE-FOOT
	DETENTION BASIN EMERGENCY OVERFLOW PATH
	ADDRESS
	15482



SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 5 FOR LAND DESCRIPTION

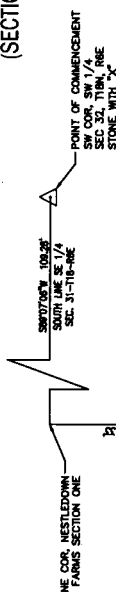
THIS INSTRUMENT PREPARED BY:
 KRISTOPHER K. EICHORN
 HWC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2800
 INDIANAPOLIS, IN 46204
 PHONE: (317) 347-3963

DEVELOPED BY:
 CNO GRANTHAM, LLC
 9310 N. MERIDIAN ST., SUITE 100
 INDIANAPOLIS, INDIANA 46260
 PHONE (317) 669-8500

GRANTHAM SECTION 2 SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
 (SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
 CITY OF FISHERS

SP-21-27

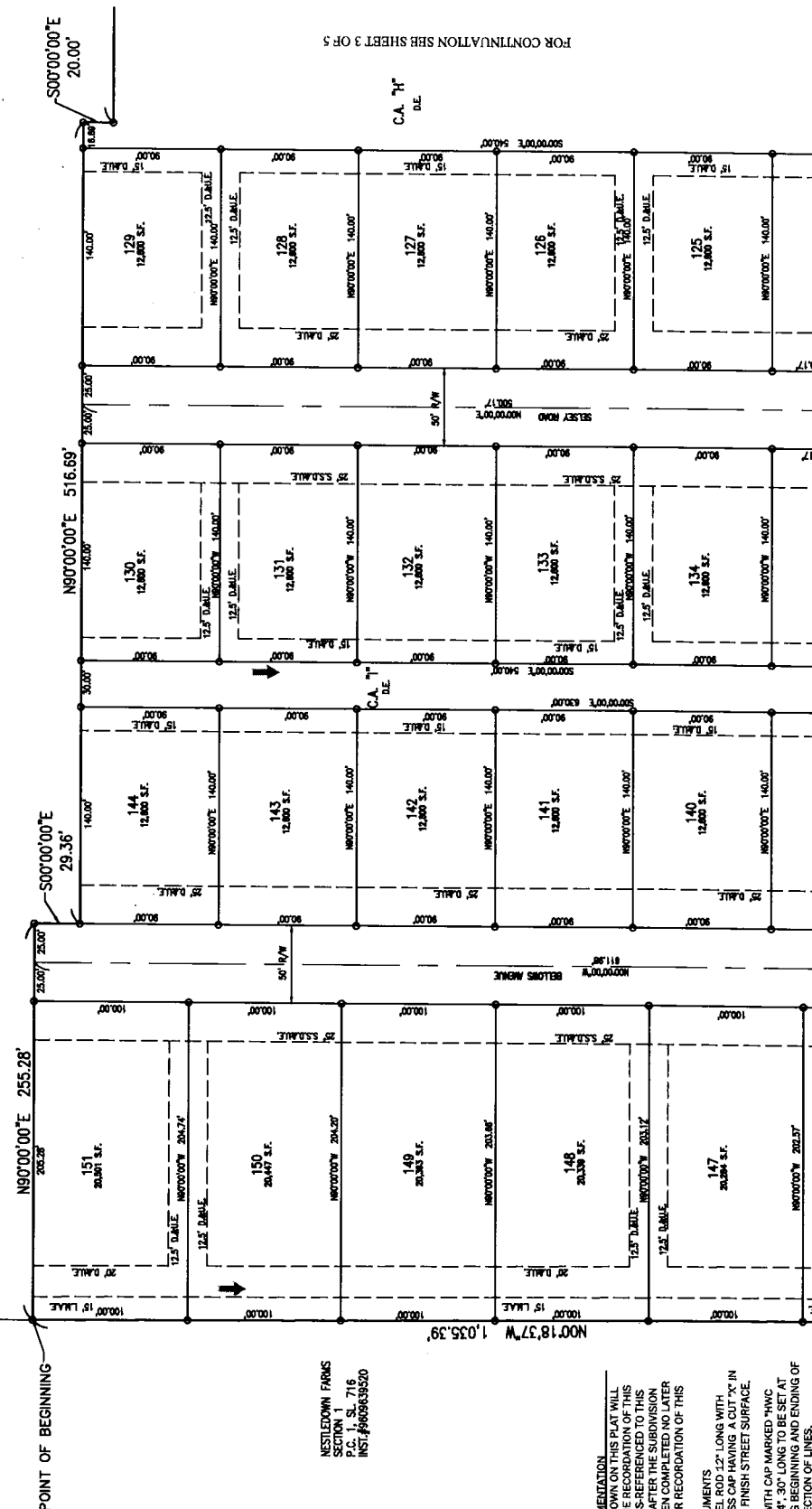


LEGEND

25	LOT NUMBER
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
D.M.E.	DRAINAGE & UTILITY EASEMENT
L.M.A.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT
S.S.D.M.E.	SANITARY SEWER, DRAINAGE & UTILITY EASEMENT
C.A.	COMMON AREA
S.S.E.	SANITARY SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
P.A.E.	PATH ACCESS EASEMENT
P.A.S.S.E.	PATH ACCESS & SANITARY SEWER EASEMENT
R/W	RIGHT-OF-WAY
S.F.	SQUARE FEET
	DETENTION BASIN EMERGENCY OVERFLOW PATH
	ADDRESS

Grid North

Scale: 1" = 50'



- SUBDIVISION MONUMENTATION**
- MONUMENTS ARE TO BE SET IN PLACE AFTER THE RECORDED PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDED OF THIS PLAT.
 - SUBDIVISION MONUMENTS
 - DENOTES A 5/8" DIA. STEEL ROD 12" LONG WITH 1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.
 - DENOTES A 5/8" REBAR, WITH CAP MARKED "HWC ENGINEERING FIRM #0114", 30" LONG TO BE SET AT LOT CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
 - ◆ DENOTES 8"x4" CONCRETE MONUMENT SET VERTICALLY IN PLACE WITH AN IRON OR COPPER DOWEL SET FLUSH WITH THE TOP OF THE MONUMENT OR EXISTING R/W MARKER FOUND

SEE SHEET 1 FOR CURVE TABLE
 SEE SHEET 5 FOR LAND DESCRIPTION

EXHIBIT B

[Construction Plans]

B-1

UTILITY CONTACT INFORMATION:

AMERICAN PRACTICES
 10000 W. 10TH AVE. SUITE 200
 WESTMINSTER, CO 80057
 P (303) 440-1000
 F (303) 776-3333
 E info@americanpractices.com
 W www.americanpractices.com

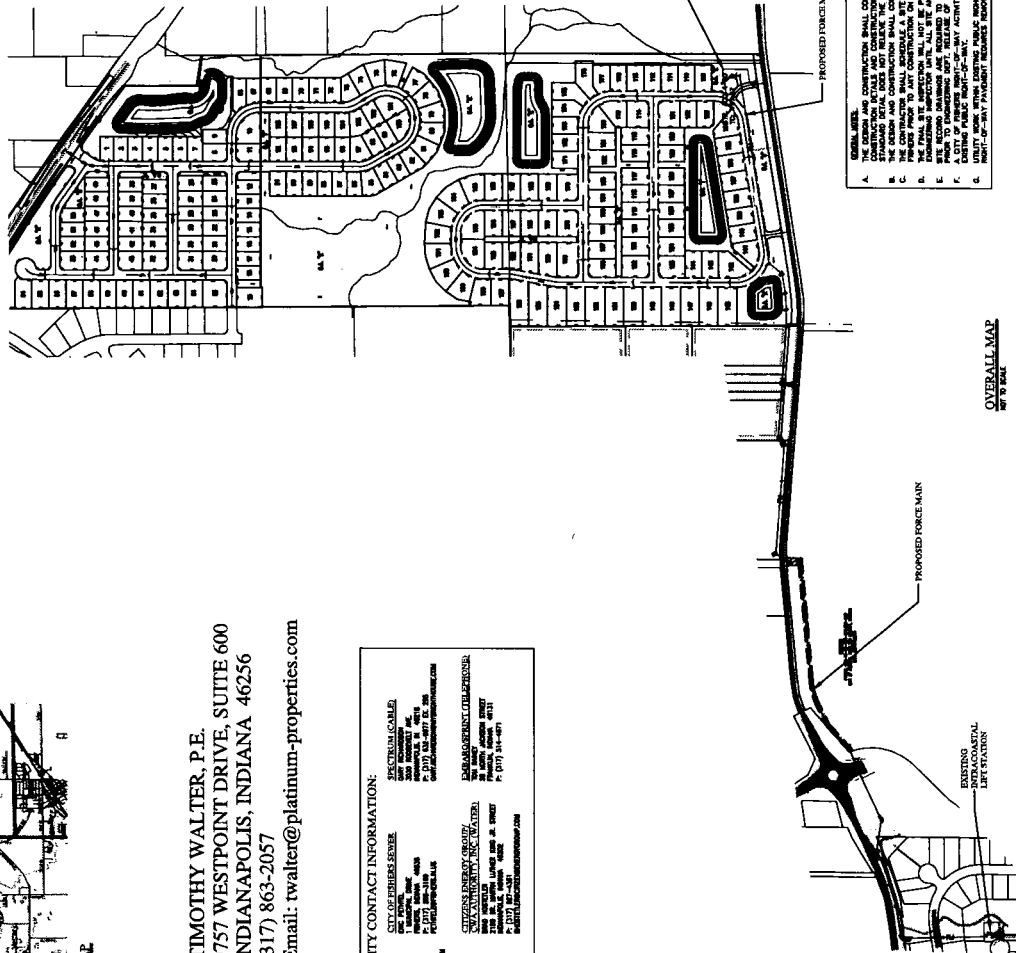
ATLANTIC POWER SERVICE
 600 WEST 10TH AVE. SUITE 400
 WESTMINSTER, CO 80057
 P (303) 440-2100
 F (303) 440-2110
 E info@atlanticpowerservice.com
 W www.atlanticpowerservice.com

CHRYSTON ENERGY GROUP
 CHRYSTON ENERGY INC. 1000
 10000 W. 10TH AVE. SUITE 200
 WESTMINSTER, CO 80057
 P (303) 440-2100
 F (303) 440-2110
 E info@chrystonenergy.com
 W www.chrystonenergy.com

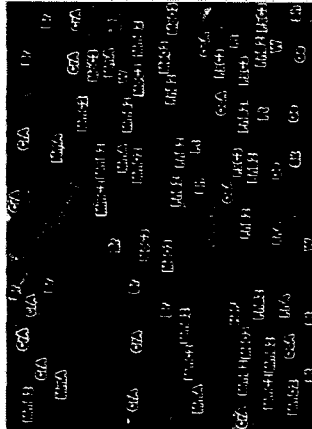
VERICOR O&D
 10000 W. 10TH AVE. SUITE 200
 WESTMINSTER, CO 80057
 P (303) 440-2100
 F (303) 776-3333
 E info@vericorod.com
 W www.vericorod.com

WESTERN CAMP
 10000 W. 10TH AVE. SUITE 200
 WESTMINSTER, CO 80057
 P (303) 440-2100
 F (303) 776-3333
 E info@westerncamp.com
 W www.westerncamp.com

MANAGEMENT CONSULTANTS
 10000 W. 10TH AVE. SUITE 200
 WESTMINSTER, CO 80057
 P (303) 440-2100
 F (303) 776-3333
 E info@managementconsultants.com
 W www.managementconsultants.com

[illegible]

OVERALL MAP



SOILS MAP
NOT TO SCALE

SOILS LEGEND

[illegible]

Sheet Number	Cover Sheet	Sheet Title
C1.0		Proposed Force main connection at Intercosmud Lift Station
C4.0	Force Main Plan and Profile	
C4.1	Force Main Plan and Profile	
C4.2	Force Main Plan and Profile	
C4.3	Force Main Plan and Profile	
C4.4	Force Main Plan and Profile	
C4.5	Force Main Plan and Profile	
C4.6	Force Main Plan and Profile	
C4.7	Force Main Plan and Profile	
C4.8	Force Main Plan and Profile	
C4.9	Force Main Plan and Profile	
C4.10	Grantham Lift Sta Site Plan	
C4.11	Grantham Lift Station Details	
C4.12	Miscellaneous Details	
C4.13	Miscellaneous Details	
C4.14	Lift Station and Force Main Specifications	
C4.15	Lift Station and Force Main Specifications	
C4.16	Lift Station and Force Main Specifications	
C4.17	Lift Station and Force Main Specifications	
EC1	Erosion Control Plan Views	
EC2	Erosion Control Plan Views	
EC3	Erosion Control Plan Views	
EC4	Storm Water Pollution Prevention Notes	
EC5	Storm Water Pollution Prevention Details	
E1	Overall Electrical Site Plans	
E2	Enlarged Lift Station Electrical Plan	
E3	Electrical One-Line Diagram	
E4A	Pump Control Panel Equipment Layout	
E4B	Pump Control Panel Exterior Layout	
E5	Pump Control Panel Wiring Diagram	
E6	Pump Control Panel Wiring Diagram. Cont.	
E7A	Electrical General Details	
E7B	Electrical General Details Cont.	
E7C	Electrical General Details Cont.	
1, 5-6, 8, 18-22	City of Farmers Construction Details	

GRANTHAM SECTION 2
PROPOSED LIFT STATION AND FORCE MAIN PROJECT



JOE MATHIAS	Y-244-610
2019-248-A	
AS SHOWN	SCALE
DATE	APRIL 15, 2022
RED	
MAP	
DOWN BY	

C1.0

1500

REVISIONS	DATE	DESCRIPTION	BY



GRANTHAM SECTION 2 PROPOSED LIFT STATION AND FORCE MAIN PROJECT AT INTRACOASTAL LIFT STATION

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 10/15/2022
PROJECT NO.: 200300087673
SHEET NO.: 15 OF 20

C4.0

PROPOSED FORCE MAIN
INTRACOASTAL LIFT
STATION



BENCHMARK INFORMATION:

ORIGINATING BENCHMARK:
HAMILTON COUNTY GEODETIC CONTROL DICK PIER 255
CONTROL IN THE NORTH END OF THE EAST CONCRETE
PIER. THE BENCHMARK IS LOCATED 100 FEET EAST
EAST OF THE CENTERLINE OF SOUTH STREET PARKWAY
AND 102 FEET SOUTH OF THE CENTERLINE OF 13TH STREET.
ELEVATION: 308.14 (NAVD83)

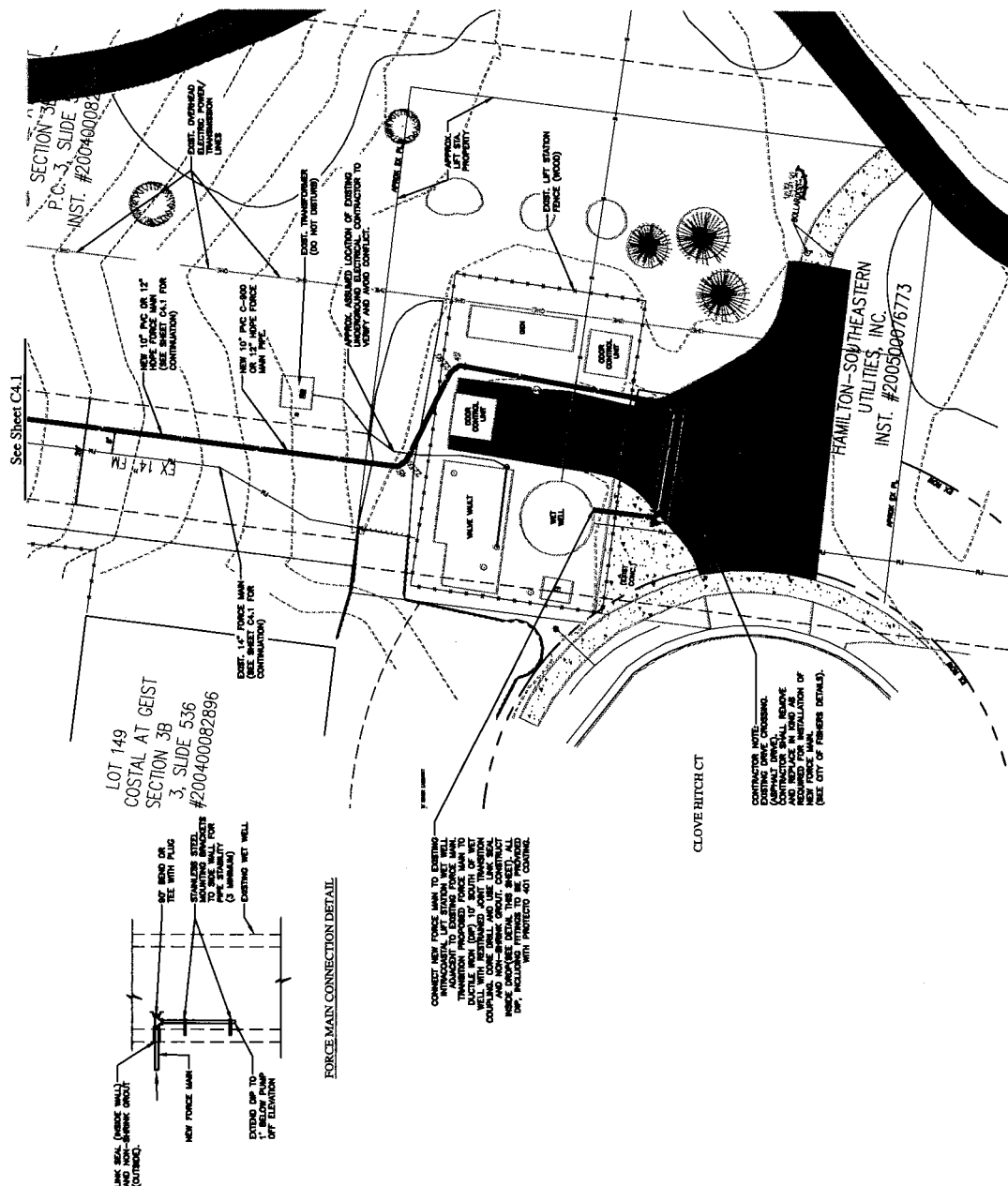
CONSTRUCTION NOTES:

1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
2. CONTRACTOR TO FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
4. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.

GRANULAR BACKFILL
APPROX. EXISTING GRADE

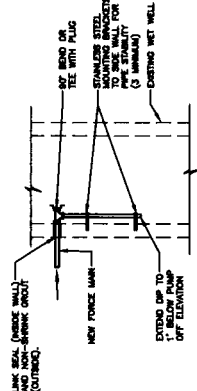
GENERAL NOTES:

1. THE MANHOLE OR CLEAN-OUT OUTLET MAY BE CONSTRUCTED AT ANY LOCATION TO ENSURE PROPER DRAINAGE AWAY FROM STRUCTURES.
2. PAVEMENT OR CONCRETE, INCLUDING DRIVEWAYS, SHALL BE REPAIRED TO ORIGINAL FINISH OR BETTER. PAVEMENT SHALL BE REPAIRED TO ORIGINAL FINISH OR BETTER. PAVEMENT SHALL BE REPAIRED TO ORIGINAL FINISH OR BETTER.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
4. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
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6. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
7. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
8. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
9. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
10. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.
11. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.



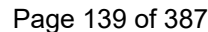
EXISTING INTRACOASTAL LIFT STATION SITE PLAN
SCALE 1" = 10'

FORCE MAIN CONNECTION DETAIL



CONNECT NEW FORCE MAIN TO EXISTING INTRACOASTAL LIFT STATION WET WELL. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES AND MAINTAIN THEM AS MUCH AS POSSIBLE.

CONTRACTOR NOTE:
EXISTING OVERHEAD ELECTRIC POWER LINES (APPROX. 12\"/>



REVISIONS	DATE	DESCRIPTION	BY
1	08/01/2022	ISSUED FOR BIDDING	WJ
2	08/01/2022	ISSUED FOR BIDDING	WJ
3	08/01/2022	ISSUED FOR BIDDING	WJ
4	08/01/2022	ISSUED FOR BIDDING	WJ
5	08/01/2022	ISSUED FOR BIDDING	WJ
6	08/01/2022	ISSUED FOR BIDDING	WJ
7	08/01/2022	ISSUED FOR BIDDING	WJ
8	08/01/2022	ISSUED FOR BIDDING	WJ
9	08/01/2022	ISSUED FOR BIDDING	WJ
10	08/01/2022	ISSUED FOR BIDDING	WJ

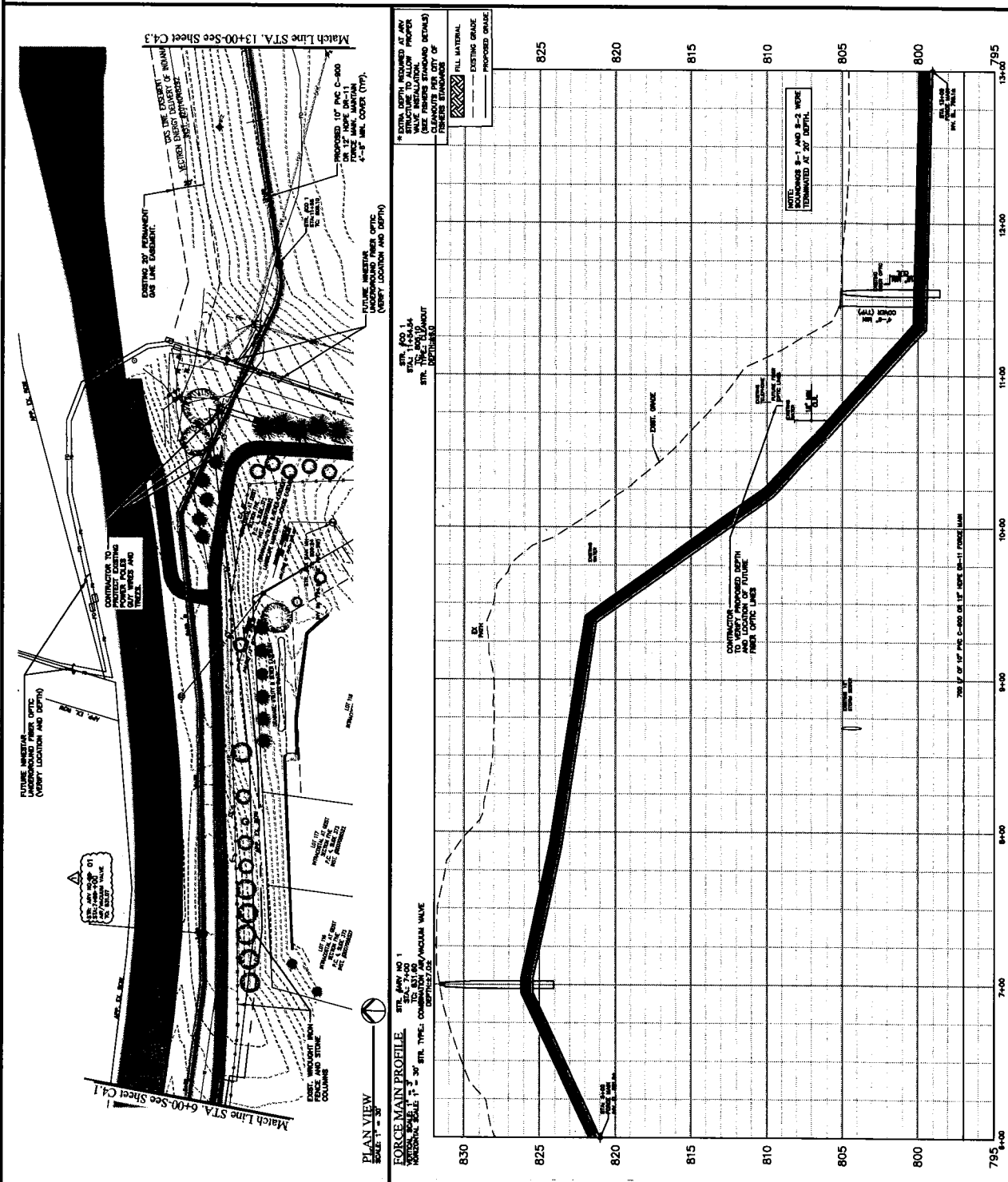


GRANTHAM SECTION 2 PROPOSED LIFT STATION AND FORCE MAIN PROJECT (STA. 6+00 TO 13+00)

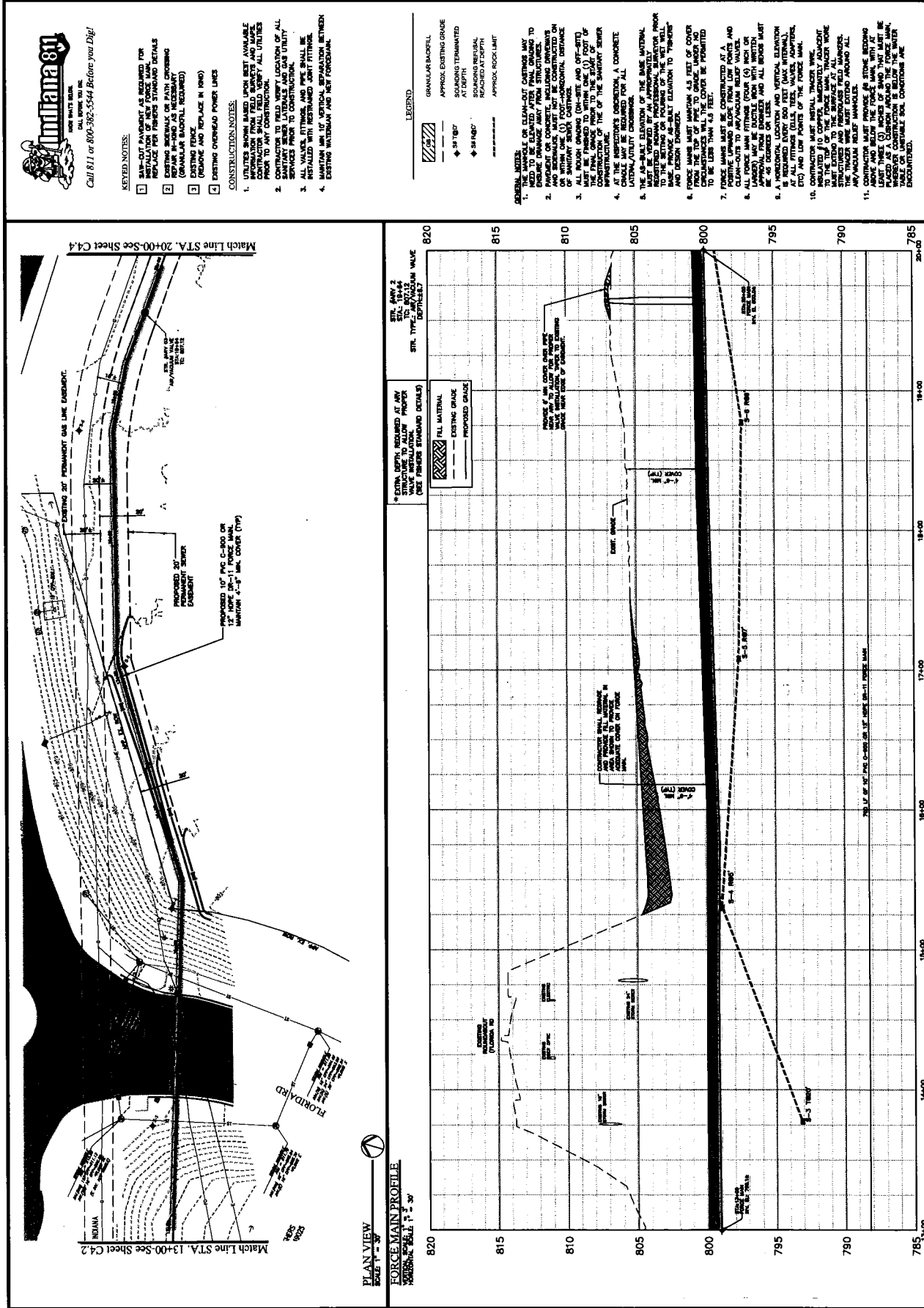
DESIGNED BY: WJ
CHECKED BY: WJ
DATE: 08/01/2022
PROJECT: GRANTHAM SECTION 2
SHEET: C4.2

C4.2
FORCE MAIN PLAN AND PROFILE

- KEY NOTES:**
1. SAW-CUT PAVEMENT AS REQUIRED FOR INSTALLATION OF NEW FORCE MAIN.
 2. EXISTING FORCE MAINS TO REMAIN UNLESS OTHERWISE NOTED.
 3. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
 4. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
 5. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
 6. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
 7. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
 8. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
 9. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
 10. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
 11. EXISTING FORCE MAINS TO BE REPAIRED OR REPLACED AS NECESSARY.
- CONSTRUCTION NOTES:**
1. UTILITIES SHOWN BASED UPON BEST AVAILABLE INFORMATION FROM FIELD SURVEYS AND MAPS. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.
 2. CONTRACTOR TO FIELD VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.
 3. ALL VALVES, FITTINGS, AND PIPE SHALL BE INSTALLED WITH RESTRAINED JOINT FITTINGS.
 4. MAINTAIN MIN. 1' VERTICAL SEPARATION BETWEEN EXISTING UNDERGROUND AND NEW PROPOSED.
- GENERAL NOTES:**
1. THE MANHOLE OR CLEAN-OUT CASTINGS MAY BE CONSTRUCTED OF CONCRETE OR CAST-IRON TO MATCH EXISTING CASTINGS.
 2. PAVEMENT OR CONCRETE, INCLUDING DRIVEWAYS, SHALL BE REPAIRED TO ORIGINAL FINISH OR BETTER.
 3. ALL FORCE MAINS SHALL BE INSTALLED WITHIN ONE (1) FOOT-HORIZONTAL DISTANCE OF EXISTING FORCE MAINS.
 4. AT THE INTERSECTION OF EXISTING FORCE MAINS, THE FORCE MAIN SHALL BE INSTALLED WITHIN ONE (1) FOOT OF THE CENTERLINE OF THE EXISTING FORCE MAIN.
 5. THE AS-BUILT ELEVATION OF THE BASE MATERIAL SHALL BE MAINTAINED FOR ALL EXISTING FORCE MAINS.
 6. FORCE MAINS SHALL BE MAINTAINED 4.5 FEET OF COVER MINIMUM. THE COVER SHALL BE MAINTAINED TO BE LESS THAN 4.5 FEET.
 7. FORCE MAINS SHALL BE CONSTRUCTED AT A MINIMUM 4.5 FEET OF COVER MINIMUM. THE COVER SHALL BE MAINTAINED TO BE LESS THAN 4.5 FEET.
 8. ALL FORCE MAIN FITTINGS (FOUR (4) INCH OR SMALLER) SHALL BE INSTALLED WITHIN ONE (1) FOOT OF THE CENTERLINE OF THE EXISTING FORCE MAIN.
 9. ALL FORCE MAINS SHALL BE INSTALLED WITHIN ONE (1) FOOT OF THE CENTERLINE OF THE EXISTING FORCE MAIN.
 10. CONTRACTOR SHALL PROVIDE FOR STONE BEDDING AROUND AND BELOW THE FORCE MAIN WITH AT LEAST 12 INCHES OF 1/2" GRADE SAND OR EQUIVALENT.
 11. CONTRACTOR SHALL PROVIDE FOR STONE BEDDING AROUND AND BELOW THE FORCE MAIN WITH AT LEAST 12 INCHES OF 1/2" GRADE SAND OR EQUIVALENT.



SEARCHED BY	DATE	TIME	APR 15, 2022	JOE HANSEN	2019-248-A
INDEXED BY	FILED	APR 15, 2022	APR 15, 2022	JOE HANSEN	2019-248-A
C4.3					
FORCE MAIN PLAN AND PROFILE					



REVISIONS	DATE	DESCRIPTION	BY



GRANTHAM SECTION 2
PROPOSED LIFT STATION AND FORCE MAIN PROJECT
FORCE MAIN PLAN AND PROFILE
 (STA. 20+00 TO 26+00)

DESIGNED BY
JMM

CHECKED BY
JMM

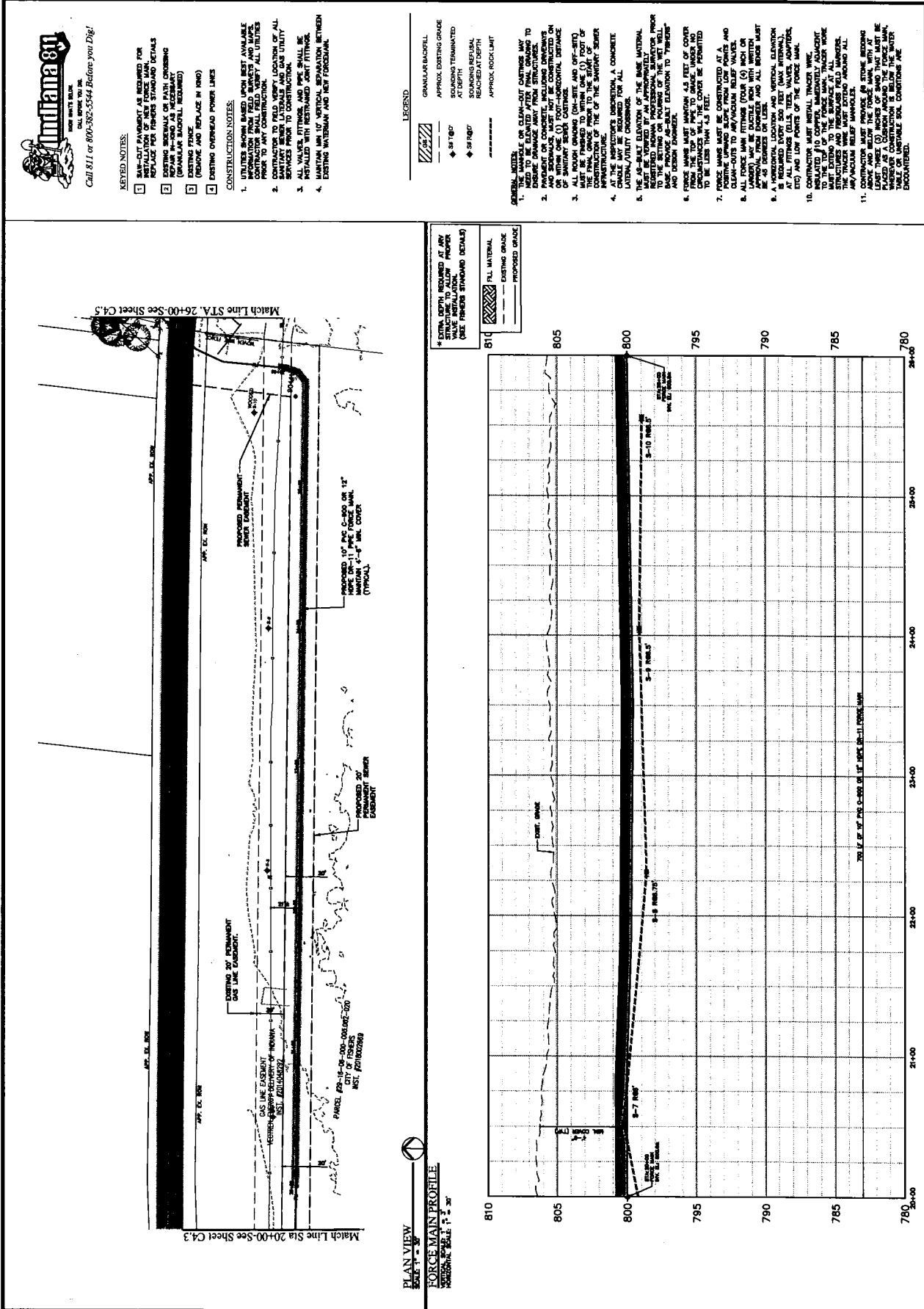
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APRIL 15, 2022

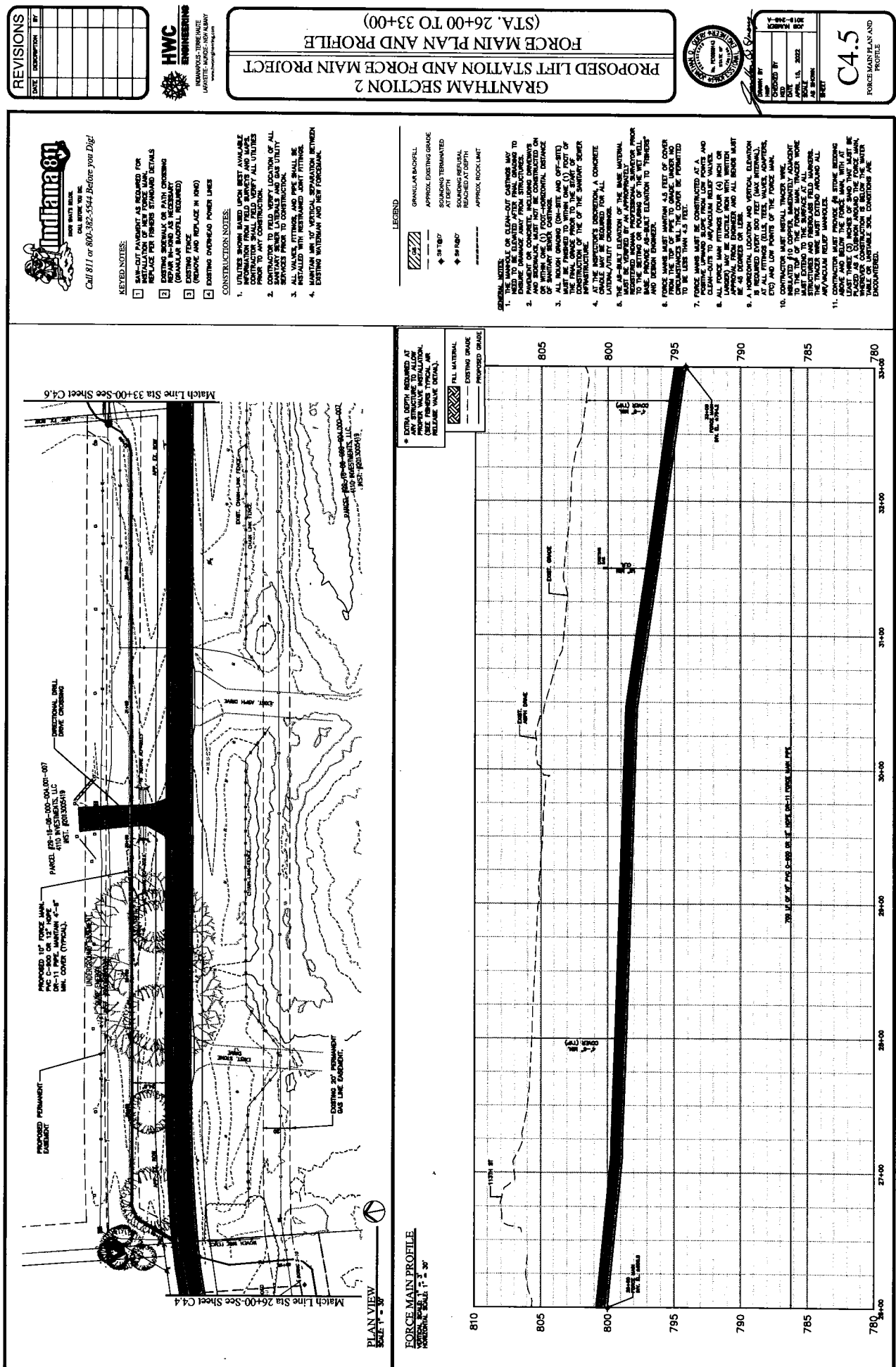
PROJECT NO.
2017-0000000000

AS SHOWN
AS NOTED

C4.4

FORCE MAIN PLAN AND
PROFILE





HWC
ENGINEERING
INDIANAPOLIS - TERRE HAUTE
LAFAYETTE - MUNCIE - NEW ALBANY
www.hwcengineering.com

[illegible]

KEYED NOTES:

- SAW-OUT PAVEMENT AS REQUIRED FOR
INSTALLATION OF NEW FORCE MAIN.
REPLACE PER FISHERS STANDARD DETAILS
- EXISTING SIDEWALK OR PATH CROSSING
BEYOND IN-POND AS NECESSARY
(QUANTIFY BACKFILL REQUIRED)
- EXISTING FENCE
(REMOVE AND REPLACE IN POND)
- EXISTING OVERHEAD POWER LINES
- CONSTRUCTION NOTES:

CONSTRUCTION NOTES:

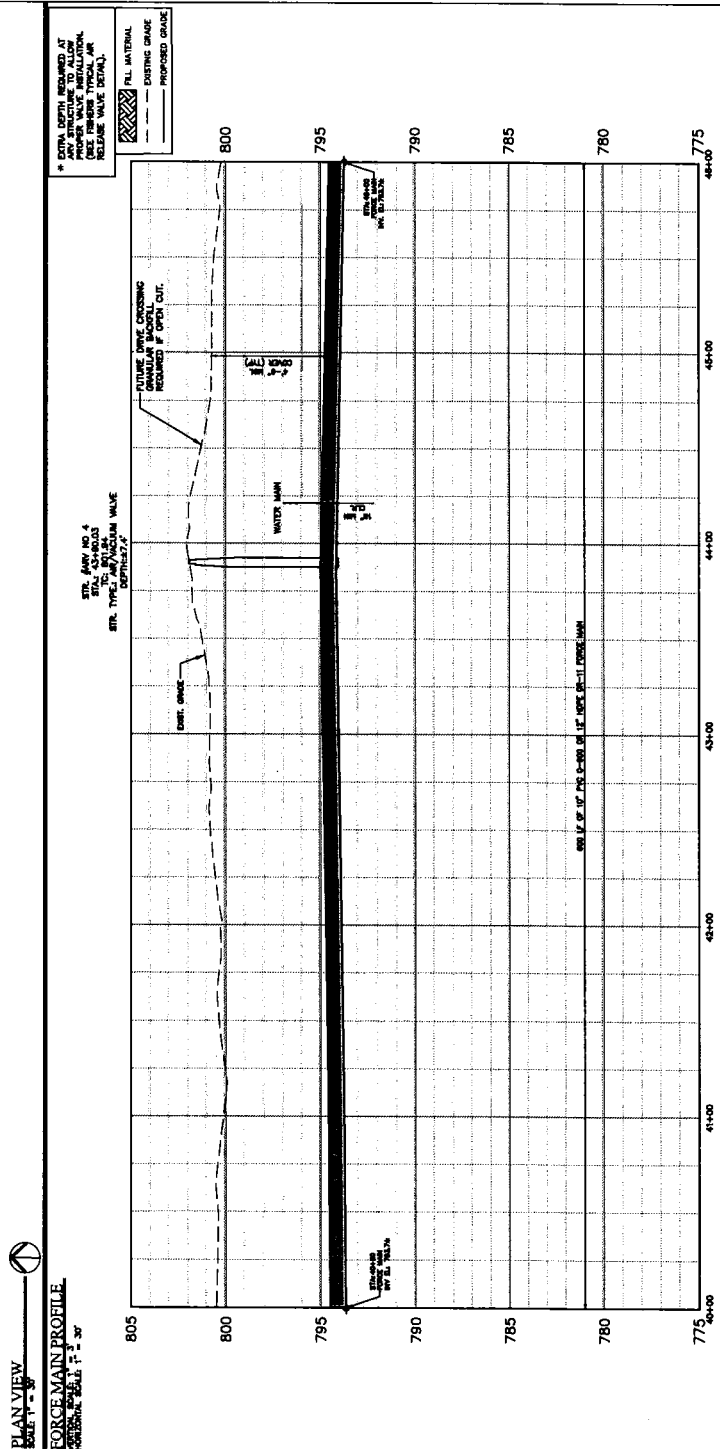
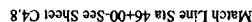
- UTILITIES SHOWN BASED UPON BEST AVAILABLE INFORMATION FROM FIELD SURVEYS AND MAPS. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES PRIOR TO ANY CONSTRUCTION.
- CONTRACTOR TO FIELD VERIFY LOCATION OF ALL SANITARY SEWER, LATERALS AND GAS UTILITY SERVICES PRIOR TO CONSTRUCTION.
- ALL VALVES, FITTINGS, AND PIPE SHALL BE INSTALLED WITH RESTRAINED JOINT FITTINGS MAINTAIN MIN 10" RESTRIAINED SEPARATION BETWEEN

LEGEND

- | | |
|---|-----------------------------------|
|  | GRANULAR BACKFILL |
|  | APPROX. EXISTING GRADE |
|  | SOUNDING TERMINATED AT DEPTH |
|  | SOUNDING REFUSAL REACHED AT DEPTH |
|  | APPROX. ROCK LIMIT |

GENERAL NOTES:

1. THE UNPAVED OR CLEAN-OUT STRUCTURES MAY BE CONSTRUCTED OF CONCRETE OR STEEL. THE MINIMUM FINISH DRAINAGE MAY BE 1/8" INCH.
2. PAVEMENT OR CONCRETE, INCLUDING DRIVEWAYS, SHALL BE CONSTRUCTED TO THE FINISH ELEVATION OF THE DRIVEWAY OR DRIVEWAY ENTRANCE, OR ON EITHER ONE (1) FOOT-HORIZONTAL DISTANCE FROM THE DRIVEWAY OR DRIVEWAY ENTRANCE OF SANITARY SEWER STRUCTURE.
3. ALL SEWER DOWNS TO CURBSIDE AND OFF-ROUTE DOWNS SHALL BE CONSTRUCTED TO THE FINISH ELEVATION OF THE DRIVEWAY OR DRIVEWAY ENTRANCE, OR THE SEWER MAIN DRAINAGE PRIOR TO THE START OF THE DRIVEWAY OR DRIVEWAY ENTRANCE.
4. THE FINISH ELEVATION OF THE DRIVEWAY OR DRIVEWAY ENTRANCE SHALL BE THE SAME FOR ALL LATERAL/ALTERNATE CONNECTIONS.
5. THE AS-BUILT ELEVATION OF THE BASE MATERIAL, BASE COURSE, AND PAVEMENT SHALL BE MAINTAINED TO AN APPROVED FINISH ELEVATION TO THE FINISH ELEVATION PRIOR TO THE SETTING OR POURING OF THE SET WALL, AND JOINTS EXPOSED.
6. FORCE MAINS MUST MAINTAIN 4.5' FEET OF COVER FROM THE TOP OF PIPE TO GRADE, UNLESS NO COVER IS REQUIRED BY THE CITY OF CHICAGO TO BE LESS THAN 4.5' FEET.
7. FORCE MAINS MUST BE CONSTRUCTED AT A MINIMUM 12" DIAMETER AND SHALL BE LINED WITH POLYETHYLENE BOWEN BLOBS (FOUR (4) INCH OR LARGER) MAY BE DOWLED DOWN WITH WRITTEN APPROVAL OF THE CITY OF CHICAGO. ALL BOWEN MUST BE AS TESTERED OR LESS.
8. A HORIZONTAL LOCATION AND VERTICAL ELEVATION OF ALL FITTINGS (TELL, TEES, WELVES, MANHOLES, ETC) AND LOW POINTS OF THE FORCE MAIN, SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
9. CONTRACTORS SHALL MAINTAIN "FINGER WIDE" CLEARANCE TO THE FORCE MAIN, TRACER WIRE SHALL EXTEND TO THE SURFACE AT ALL MANHOLES, THE TRACER WIRE MUST EXTEND AROUND ALL ANY/UNUSUAL IRREGULAR SHAPES.
10. CONTRACTORS SHALL MAINTAIN 12" FINGER WIDE CLEARANCE AND BLOW THE FORCE MAIN WITH AT LEAST THREE (3) INCHES OF SAND THAT MUST BE MAINTAINED THROUGHOUT THE PROJECT. THE TRACER WIRE UNLESS CONSTRUCTION IS BLINDING THE WATER MAIN, UNLESS UNLATERAL/ALTERNATE CONNECTIONS ARE



PLAN VIEW

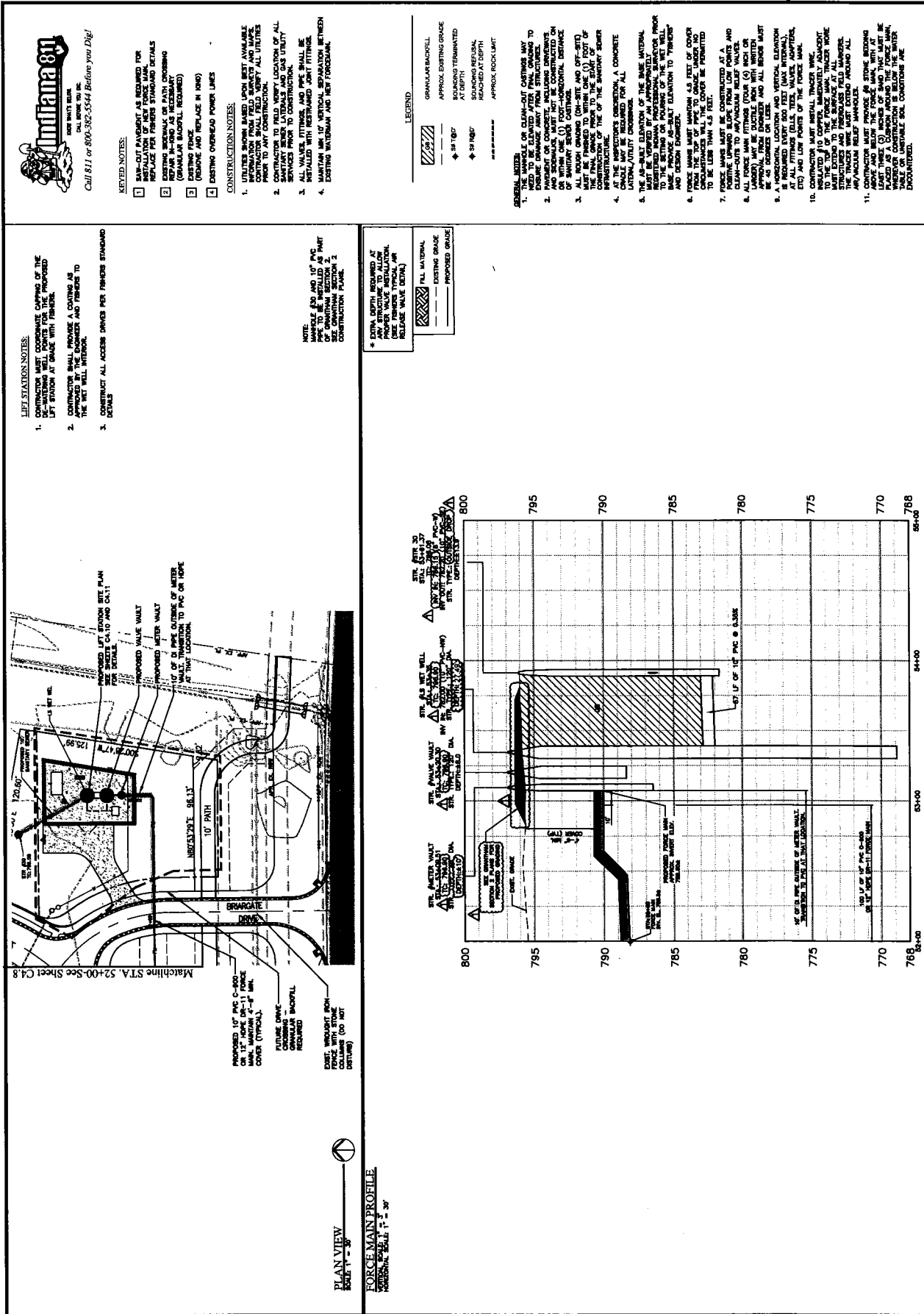
FORCE MAIN PROFILE

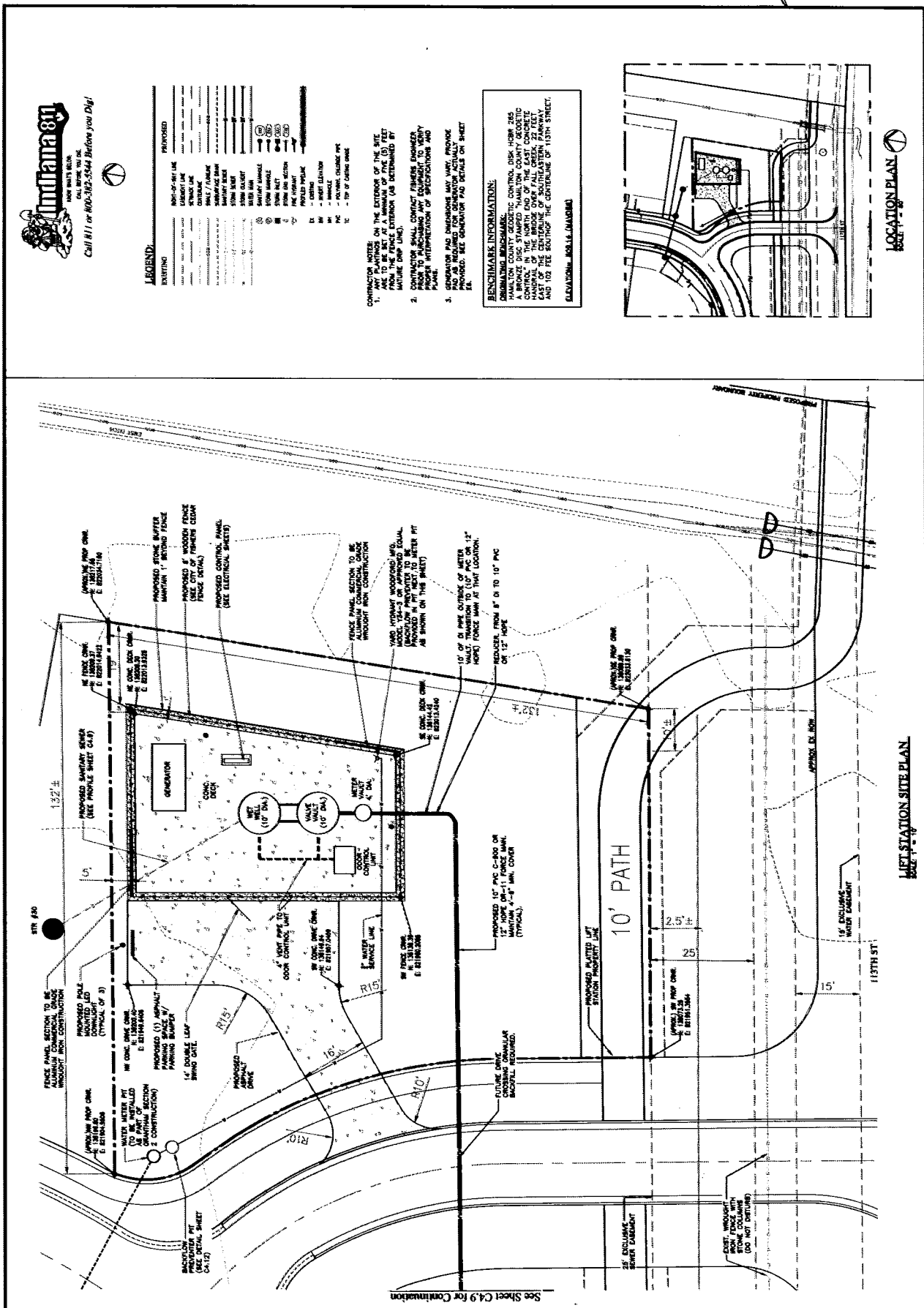
VERTICAL SCALE: 1" = 5' = 30'

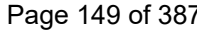
ORDER BY
 ORDERED BY
 DATE
 APR 15, 2022
 C4.9
 S SHOWN
 1-22

JON MATHIAS
 2019-249-A

FORCE MAIN PLAN
 AND PROFILE







DATE	DESCRIPTION	BY



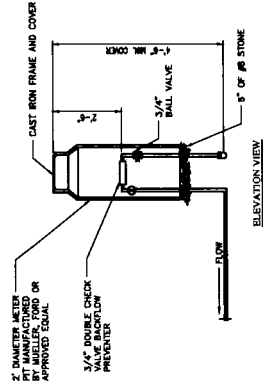
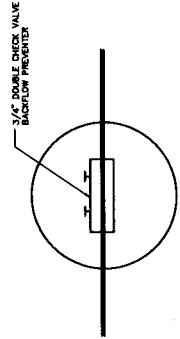
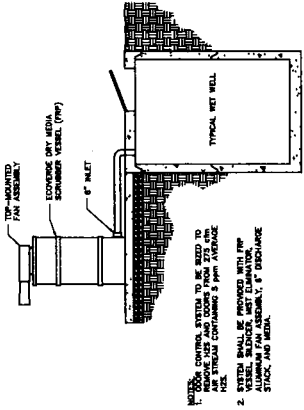
**GRANTHAM SECTION 2
PROPOSED LIFT STATION AND FORCE MAIN PROJECT**

MISCELLANEOUS DETAILS

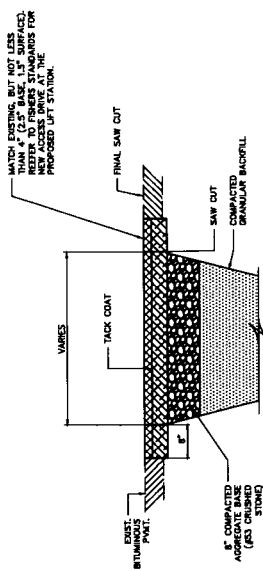
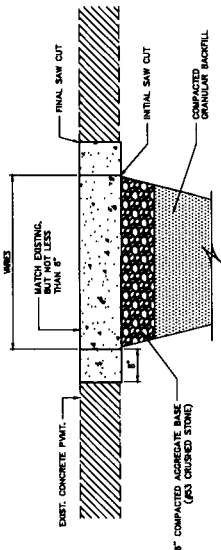
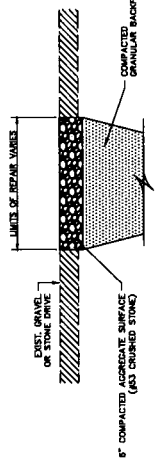


PROJECT NO.	10000
DATE	10/15/2022
SCALE	AS NOTED
BY	DAVID B. O'CONNELL
CHECKED BY	
DATE	
SCALE	
BY	

C4.12
MISCELLANEOUS DETAILS



BACKFLOW PREVENTER PIT DETAIL
NOT TO SCALE



ASPHALT DRIVE REPAIR DETAIL
NOT TO SCALE

GENERAL NOTE:
INSTALL ASPHALT PAVEMENT PER LATEST EDITION OF INDOT SPECIFICATIONS AT TIME OF CONSTRUCTION.

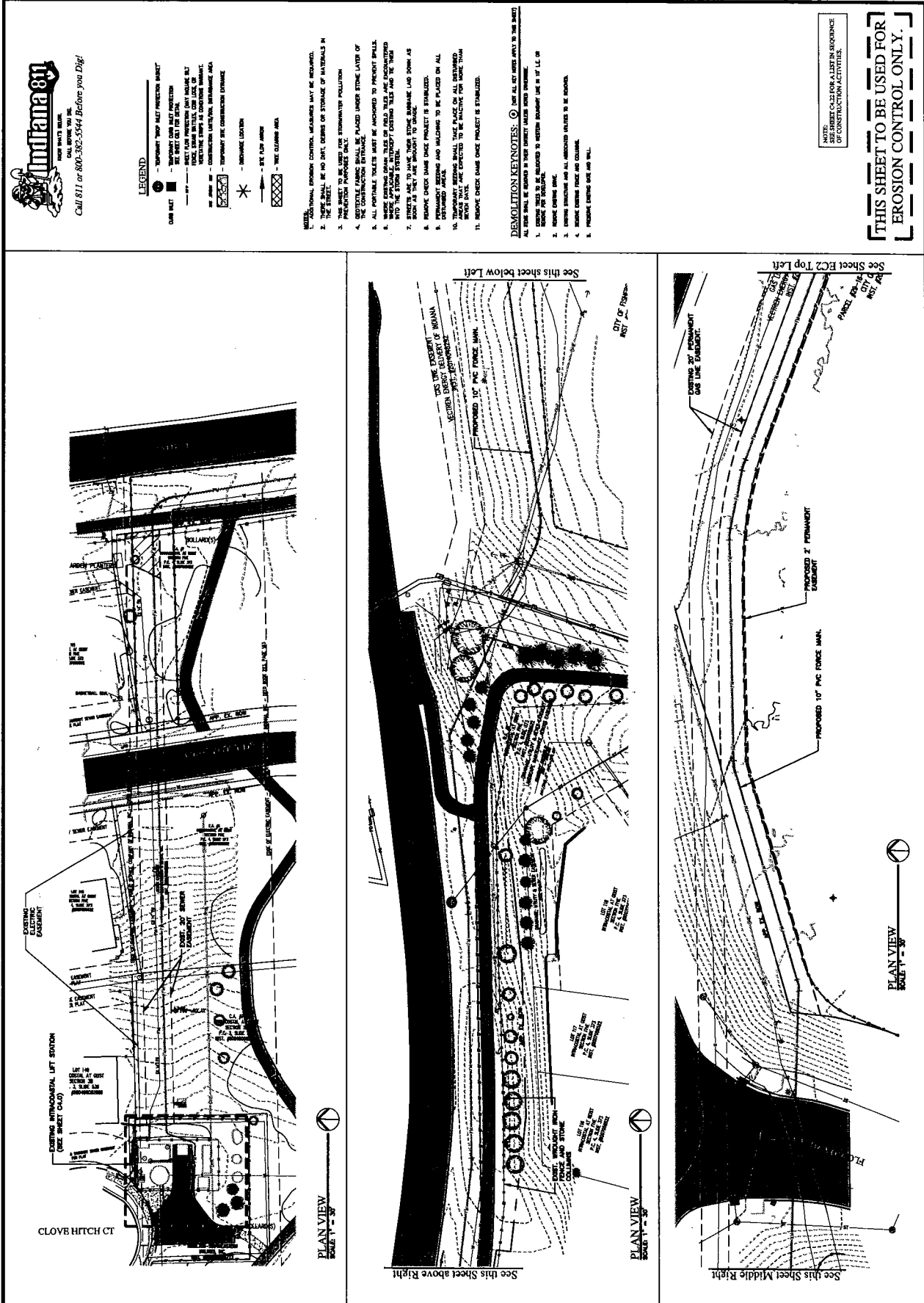
C4.14 LEFT STATION AND FORCE MAIN SPECIFICATIONS	
APPROVED BY DATE APRIL 15, 2022 SIGNED FOR	JOE HANMER 2018-244-A

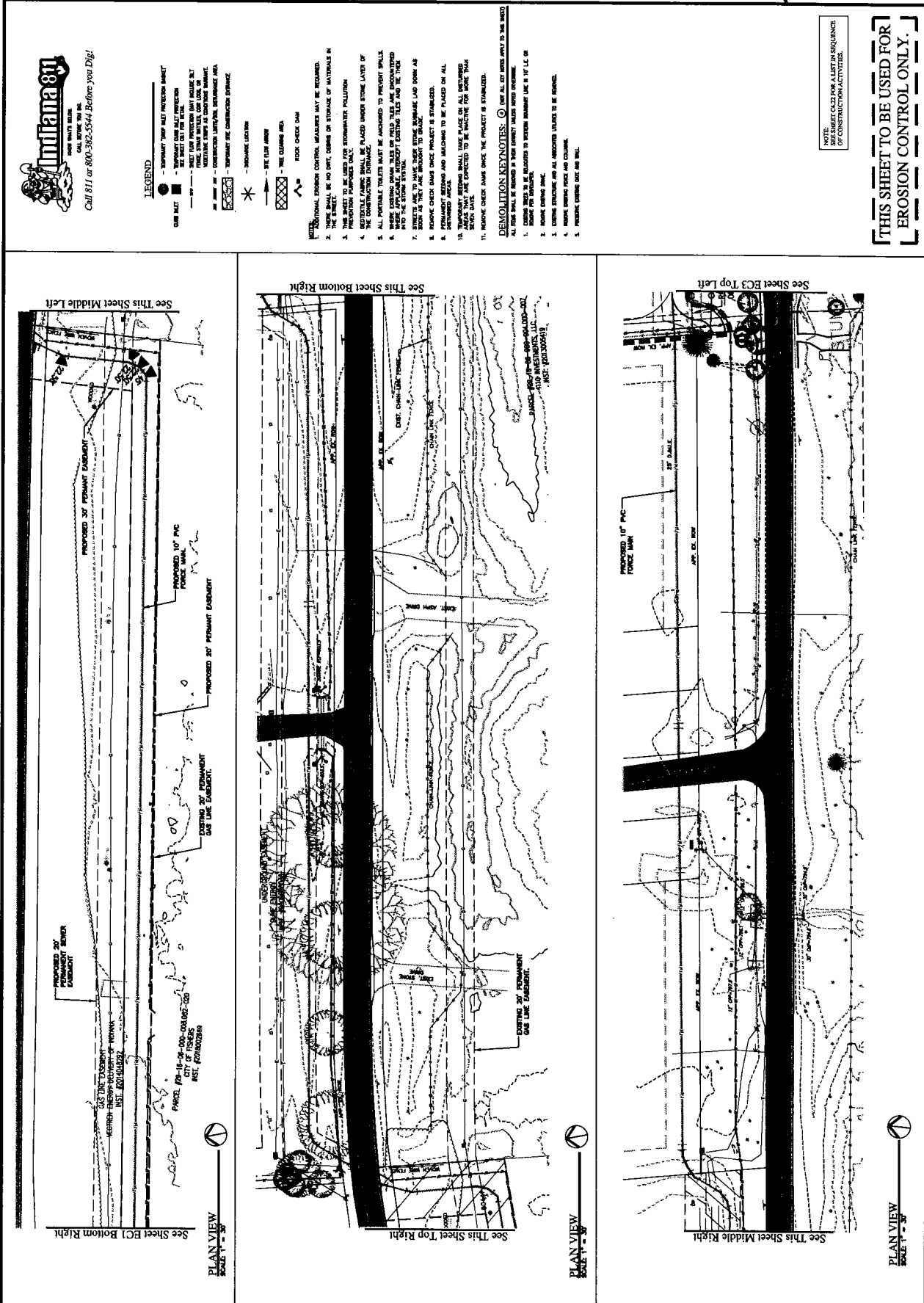
[illegible]

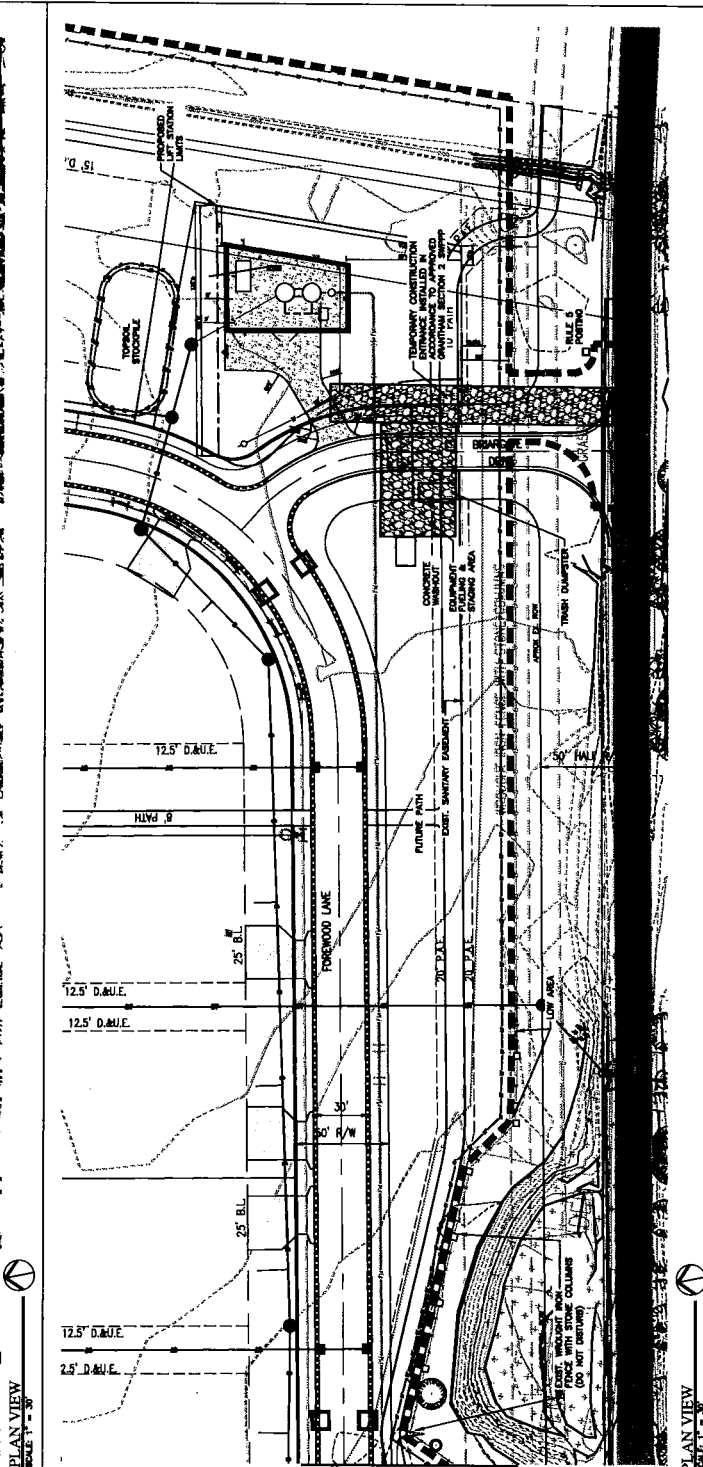
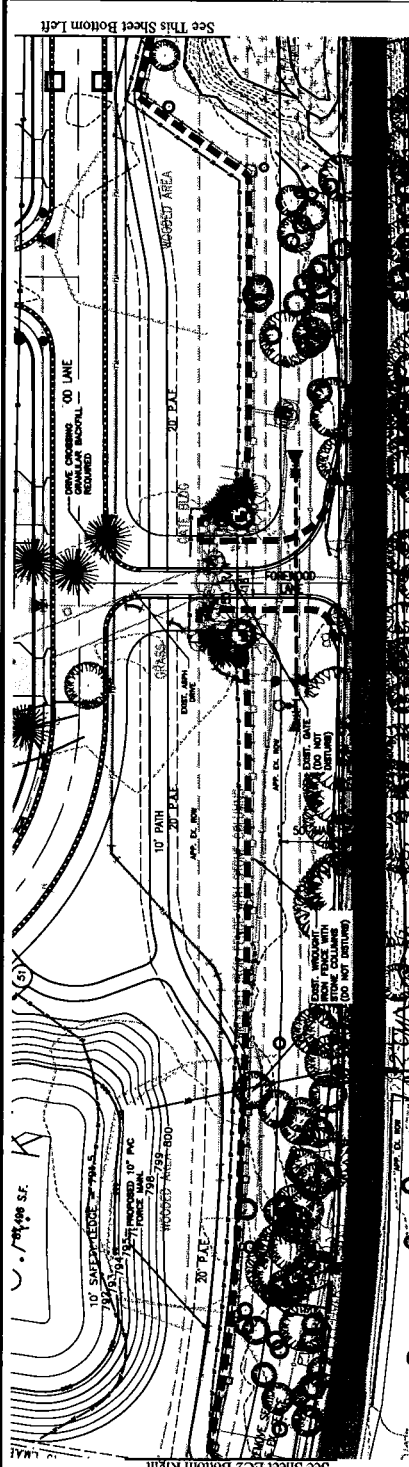
C4.15 LEFT STATION AND POICE MAIN SPECIFICATIONS	
CHECKED BY DATE APRIL 14, 2022 MOBILE IS NOTED	JOB NUMBER 2019-240-A

[illegible]

[illegible]







DEMOLITION KEYNOTES: ① (NOT ALL KEY NOTES APPLY TO THIS SHEET)

ALL ITEMS SHALL BE REMOVED TO THEIR EXISTENT LOCATION UNLESS OTHERWISE INDICATED.

1. EXISTING CONCRETE AND ALL ASSOCIATED UTILITIES TO BE REMOVED.

2. EXISTING EXTERIOR FENCE AND COLUMN.

3. EXISTING EXTERIOR CURB AND WALL.

THIS SHEET TO BE USED FOR
EROSION CONTROL ONLY.

1. ADDITIONAL DESIGN CONTROL MEASURES MAY BE REQUIRED.
2. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.
3. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.
4. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.
5. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.
6. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.
7. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.
8. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.
9. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.
10. THE PROJECT SHALL BE DESIGNED TO PREVENT THE RELEASE OF RADIOACTIVE MATERIALS IN THE EVENT OF A DESIGN OR OPERATING FAILURE.

NOTE:
SEE SHEET C4.22 FOR A LIST IN SEQUENCE
OF CONSTRUCTION ACTIVITIES.

UNOCAPPED AREA APPROXIMATELY 1.2 (30 CM) APPROX. ACROSS
STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE

DATE	DESCRIPTION	BY



GRANTHAM SECTION 1
FISHERS, INDIANA
ENLARGED LIFT STATION ELECTRICAL PLAN

DESIGNED BY: *Joseph W. Jones*

CHECKED BY: _____

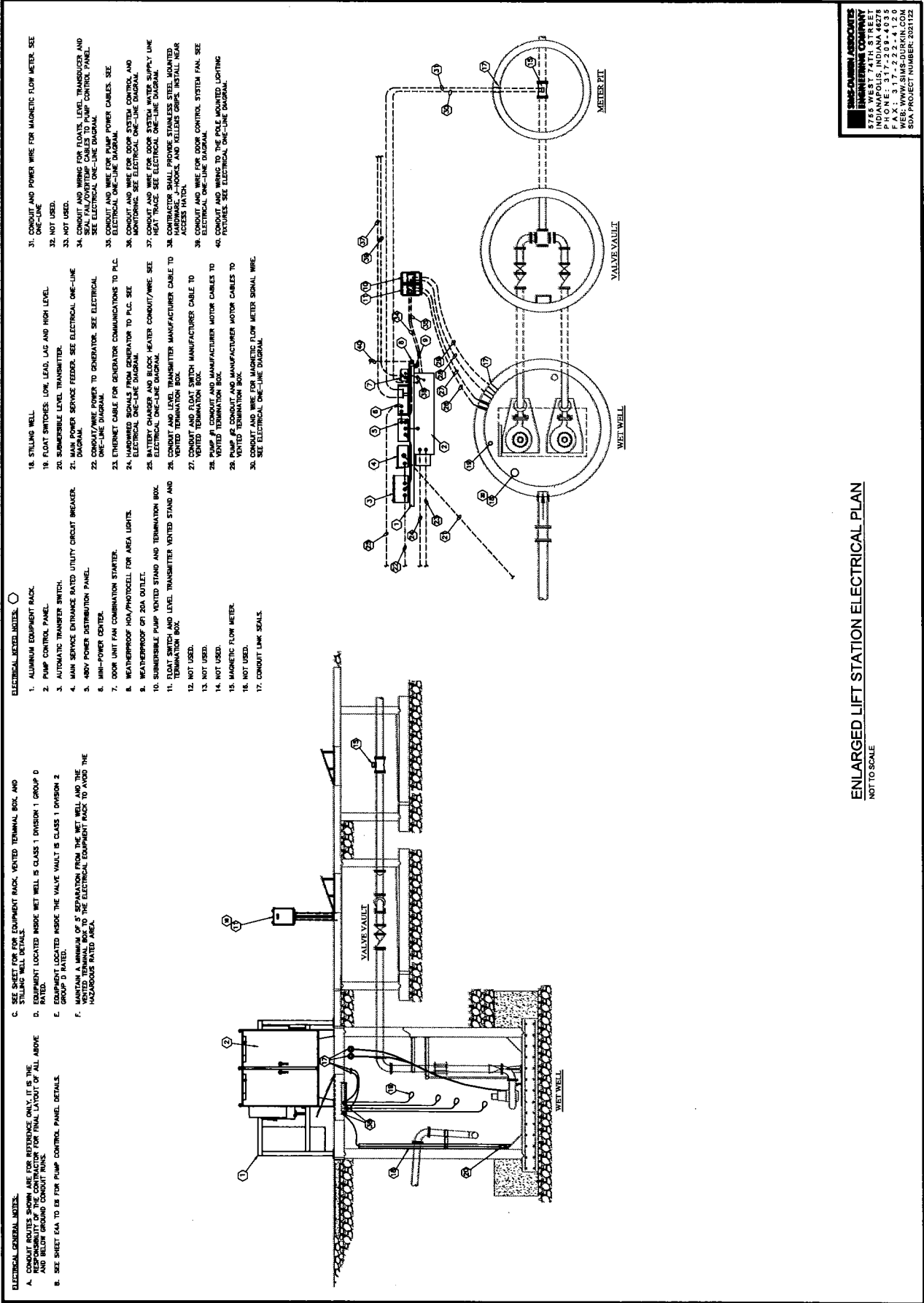
DATE: 05/11/2022

SCALE: AS SHOWN

PROJECT: _____

E2

ENLARGED LIFT STATION ELECTRICAL PLAN



- ELECTRICAL GENERAL NOTES:**
- SEE SHEET FOR EQUIPMENT RACK, VENTED TERMINAL BOX, AND STILLING WELL DETAILS.
 - EQUIPMENT LOCATED INSIDE WET WELL IS CLASS 1 DIVISION 1 GROUP D.
 - EQUIPMENT LOCATED INSIDE VALVE VAULT IS CLASS 1 DIVISION 2 GROUP D RATED.
 - MANTAIN A MINIMUM OF 5' SEPARATION FROM THE WET WELL AND THE VENTED TERMINAL BOX TO THE ELECTRICAL EQUIPMENT RACK TO AVOID THE HAZARDOUS RATED AREA.
 - SEE SHEET E2A TO BE FOR PUMP CONTROL PANEL DETAILS.
 - SEE SHEET FOR EQUIPMENT RACK, VENTED TERMINAL BOX, AND STILLING WELL DETAILS.
 - PUMP CONTROL PANEL.
 - AUTOMATIC TRANSFER SWITCH.
 - MAIN SERVICE ENTRANCE RATED UTILITY CIRCUIT BREAKER.
 - 480V POWER DISTRIBUTION PANEL.
 - MAIN-POWER CENTER.
 - DOOR UNIT FAN COMBINATION STARTER.
 - WEATHERPROOF NON/PHOTOCELL FOR AREA LIGHTS.
 - WEATHERPROOF ON 20A OUTLET.
 - SUBMERSIBLE PUMP VENTED STAND AND TERMINATION BOX.
 11. FLOAT SWITCH AND LEVEL TRANSMITTER VENTED STAND AND TERMINATION BOX.
 12. NOT USED.
 13. NOT USED.
 14. NOT USED.
 15. MAGNETIC FLOW METER.
 16. NOT USED.
 17. CONDUIT LINK SEALS.
 18. STILLING WELL.
 19. FLOAT SWITCHES, LOW, LEAK, LAG AND HIGH LEVEL.
 20. SUBMERSIBLE LEVEL TRANSMITTER.
 21. MAIN POWER SERVICE FEEDER. SEE ELECTRICAL ONE-LINE DIAGRAM.
 22. CONDUIT AND WIRE FOR PUMP POWER CABLES. SEE ELECTRICAL ONE-LINE DIAGRAM.
 23. EQUIPMENT CABLE FOR GENERATOR COMMUNICATIONS TO PLC.
 24. MAIN POWER SERVICE FEEDER TO GENERATOR. SEE ELECTRICAL ONE-LINE DIAGRAM.
 25. BATTERY CHARGER AND BLOCK HEATER CONDUIT/WIRE. SEE ELECTRICAL ONE-LINE DIAGRAM.
 26. CONDUIT AND WIRE FOR DOOR SYSTEM WATER SUPPLY LINE HEAT TRACE. SEE ELECTRICAL ONE-LINE DIAGRAM.
 27. CONDUIT AND WIRE FOR DOOR CONTROL SYSTEM FAN. SEE ELECTRICAL ONE-LINE DIAGRAM.
 28. CONDUIT AND WIRE FOR DOOR CONTROL SYSTEM FAN. SEE ELECTRICAL ONE-LINE DIAGRAM.
 29. CONDUIT AND WIRE FOR DOOR CONTROL SYSTEM FAN. SEE ELECTRICAL ONE-LINE DIAGRAM.
 30. CONDUIT AND WIRE FOR MAGNETIC FLOW METER SIGNAL WIRE. SEE ELECTRICAL ONE-LINE DIAGRAM.

31. CONDUIT AND POWER WIRE FOR MAGNETIC FLOW METER. SEE ELECTRICAL ONE-LINE DIAGRAM.
32. NOT USED.
33. NOT USED.
34. CONDUIT AND WIRE FOR FLOATS, LEVEL TRANSDUCER AND SEAL FAL/OVERTURN CABLES TO PUMP CONTROL PANEL. SEE ELECTRICAL ONE-LINE DIAGRAM.
35. CONDUIT AND WIRE FOR PUMP POWER CABLES. SEE ELECTRICAL ONE-LINE DIAGRAM.
36. CONDUIT AND WIRE FOR DOOR CONTROL SYSTEM FAN. SEE ELECTRICAL ONE-LINE DIAGRAM.
37. CONDUIT AND WIRE FOR DOOR SYSTEM WATER SUPPLY LINE HEAT TRACE. SEE ELECTRICAL ONE-LINE DIAGRAM.
38. CONTRACTOR SHALL PROVIDE STAINLESS STEEL MOUNTED HARDWARE, HOOKS, AND KEYS. SEE ELECTRICAL ONE-LINE DIAGRAM.
39. CONDUIT AND WIRE FOR DOOR CONTROL SYSTEM FAN. SEE ELECTRICAL ONE-LINE DIAGRAM.
40. CONDUIT AND WIRE FOR DOOR CONTROL SYSTEM FAN. SEE ELECTRICAL ONE-LINE DIAGRAM.

ENLARGED LIFT STATION ELECTRICAL PLAN
NOT TO SCALE

WET WELL

VALVE VAULT

METER PIT

SIMS CONSULTING ASSOCIATES
INDIANAPOLIS, INDIANA
5755 WEST 74TH STREET
INDIANAPOLIS, INDIANA 46278
PHONE: 317-222-4120
FAX: 317-222-4120
WEB: WWW.SIMS-DURKIN.COM
SQA PROJECT NUMBER: 2221122

HWC
ENGINEERING
INDIANAPOLIS - TERRE HAUTE
LAFAYETTE - MUNDE - NEW ALBANY
www.hwcengineering.com

Joseph W. Zuma

DATE	03/11/2022	JOB NUMBER
SCALE	AS SHOWN	
DRAWN BY	CHECKED BY	

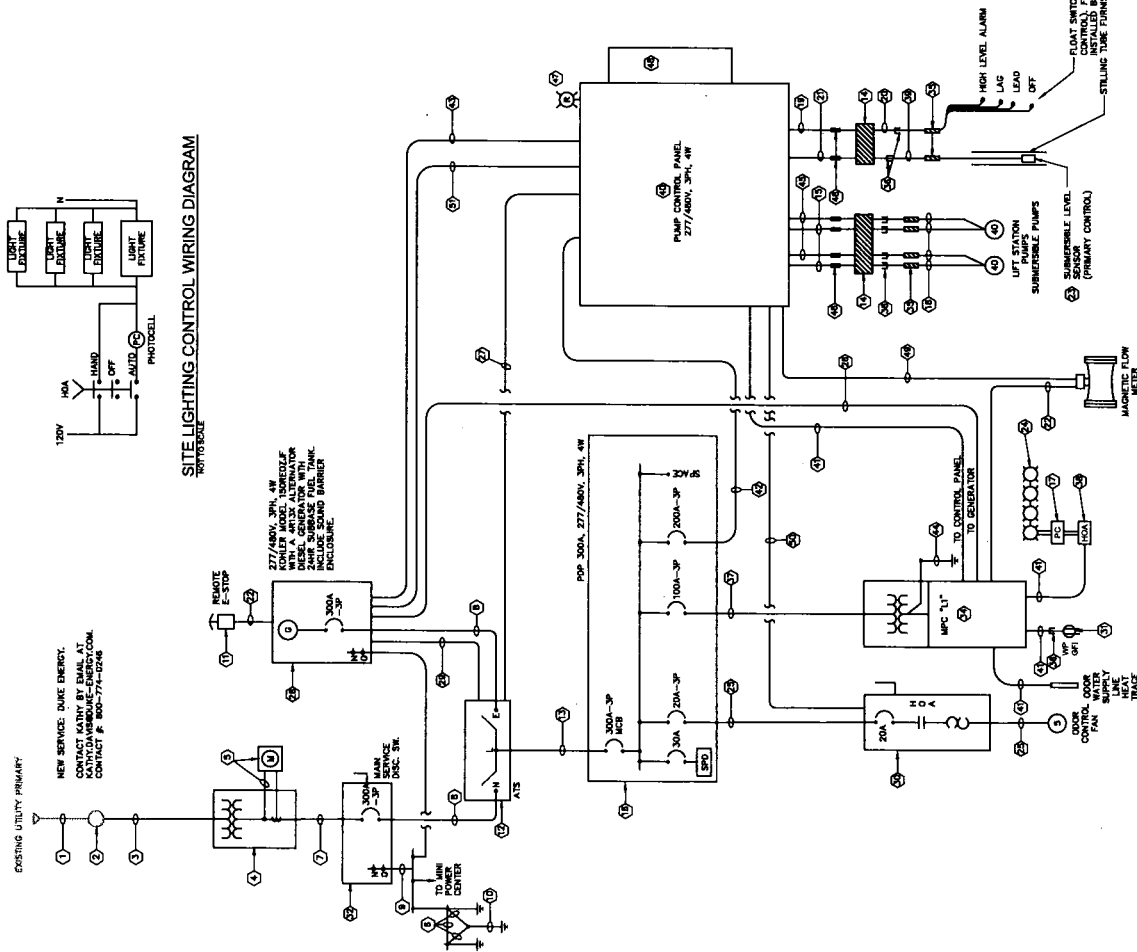
E3

ELECTRICAL
ONE-LINE
DIAGRAM

**SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY**
6755 WEST 74TH STREET
INDIANAPOLIS, INDIANA 46278
PHONE: 317-209-4035
FAX: 317-222-4120
WEB: WWW.SIMS-DURKIN.COM
SDA PROJECT NUMBER: 202112

4. CRYSTIC OVERHEAD LITHO BY ROMANOV LITHO CO. INC.

- [illegible]



ELECTRICAL ONE-LINE DIAGRAM

NOT TO SCALE

[illegible]

GRANTHAM SECTION 1
FISHERS, INDIANA
PUMP CONTROL PANEL EQUIPMENT LAYOUT



Joseph W. Duma

E4A

1

SPECIAL NOTE:

THE PUMP CONTROL PANEL AND ASSOCIATED TELEMETRY, INTEGRATION INTO EXISTING PLANT SCADA SYSTEM AND WHIST ALARM SYSTEM AND INSTRUMENTS SHALL BE PROVIDED BY PRECISION CONTROL SYSTEMS. CONTACT DAVE SMITH: 317-241-3000.

SCOPE OF WORK NOTE:

THE PANEL LAYOUT SHOWN IS INTENDED TO ESTABLISH THE SCOPE OF WORK AND EXPECTATIONS. FINAL LAYOUT AND DETAILS SHALL BE THE RESPONSIBILITY OF THE MOTOR CONTROL PANEL FABRICATOR. SUBMIT SHOP DRAWINGS FOR REVIEW. LIMITED COMPONENTS ARE PER CUSTOMER RECOMMENDATIONS - NO SUBSTITUTES UNLESS OTHERWISE NOTED.

*FOR CABLE FLEXIBILITY WITHIN CONTROL PANEL ONLY - WELDING TYPE CABLE MAY BE USED WITH PROPERLY TERMINATED LUGS AND CRIMPS TO GROUP ALL WIRE STRANDS.

REACTIVITY: 100% 1,4 ADDITION

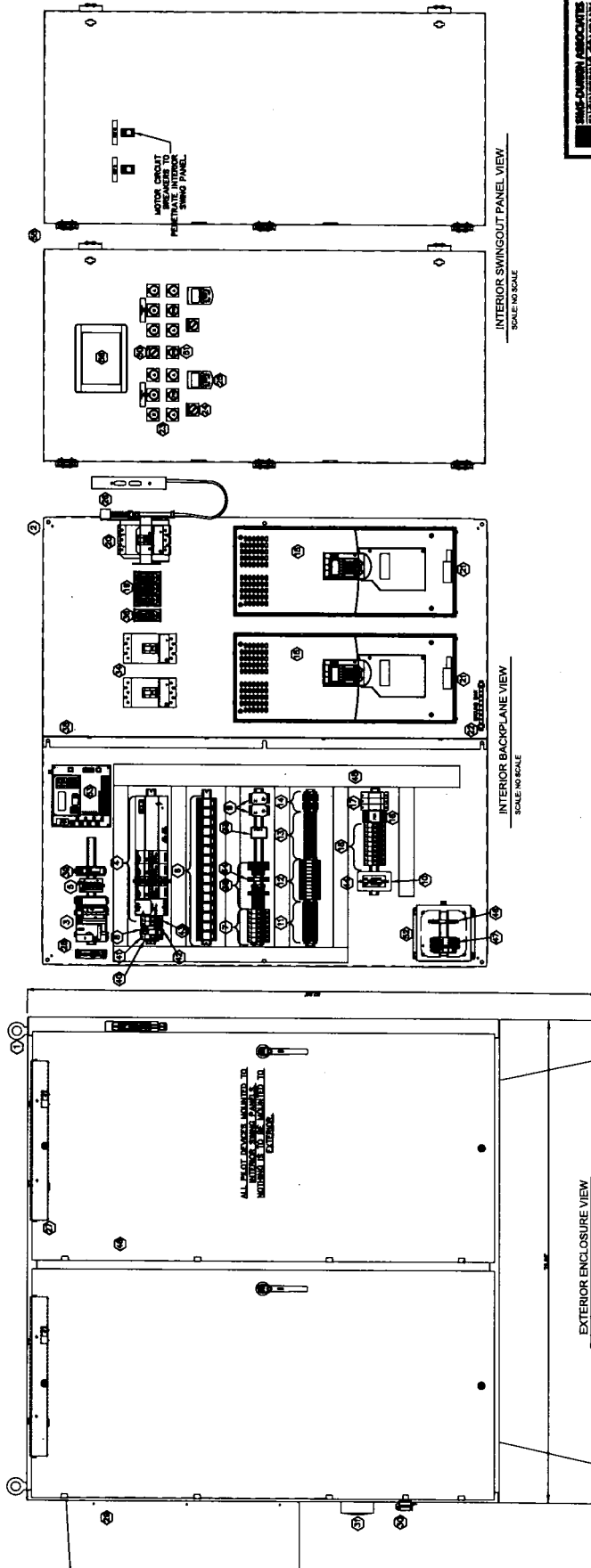
- [illegible]

30. **MD-MAX ETHERNET BULKHEAD CONNECTOR.**

- 49. NO. 2 USED.
- 50. 2 POSITION SELECTION SWITCH FOR PHONE/PLG MODE.
- 51. ALARM RESET AND ALARM HORN SILENCE PUSHBUTTONS.
- 52. 52.5" x 7.5" 500 OHM POLYCARBONATE HOUSING.
- 53. QUARTZ.
- 54. LINE SENSE PROTECTOR FOR SUNDERRABLE LEVEL TRANSMITTER LA SURGE.
- 55. 55.5" x 55.5" x 2.75" DEAD FRONT PANEL.
- 56. MAIN SYSTEMS MFG. HAS509706.

30. NEMAX ETHERNET BULL-HEAD CONNECTOR.

- [illegible]



EXTERIOR ENCLOSURE VIEW

INTERIOR BACKPLANE VIEW

INTERIOR SWINGOUT PANEL VIEW

PUMP CONTROL PANEL EQUIPMENT LAYOUT

NOT TO SCALE

SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY
5755 WEST 74TH STREET
INDIANAPOLIS, INDIANA 46278
PHONE: 317-209-4035
FAX: 317-222-4120
WEB: WWW.SIMS-DURKIN.COM
SDA PROJECT NUMBER: 2021122

REVISIONS	DATE	DESCRIPTION	BY

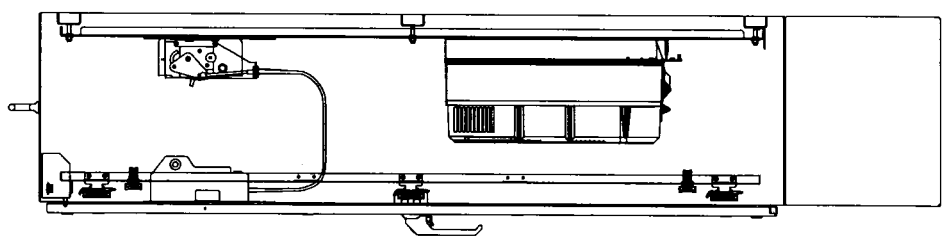
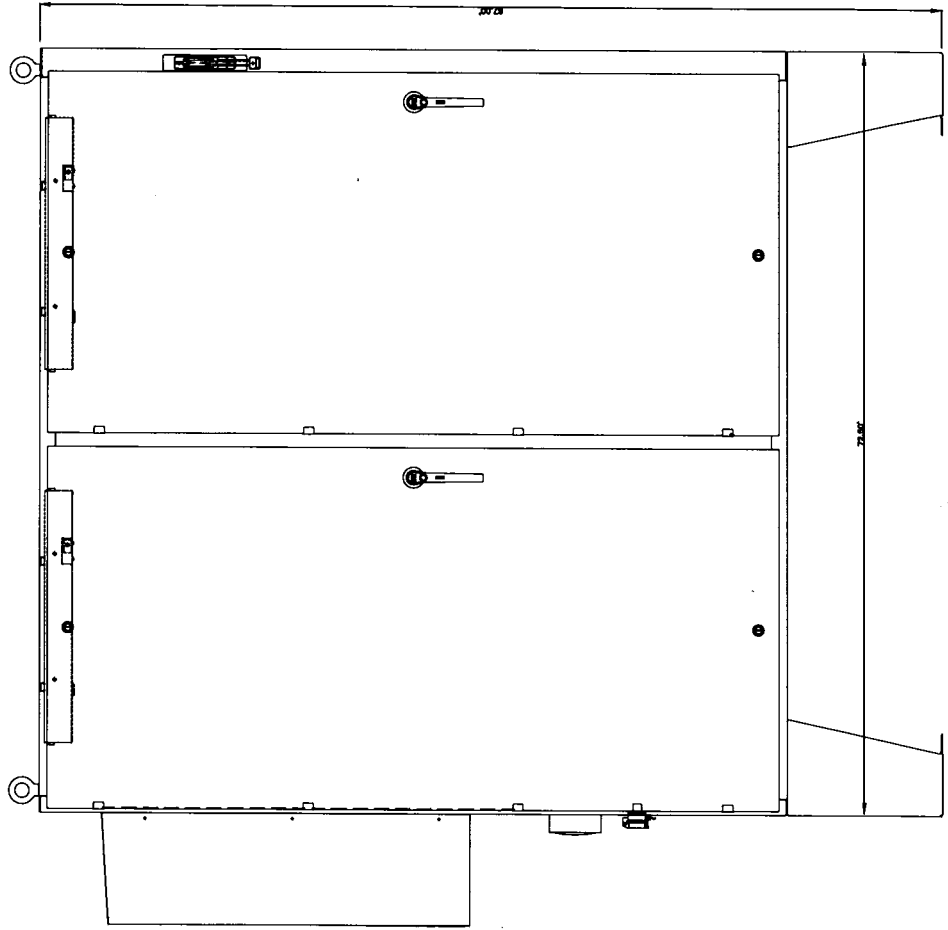
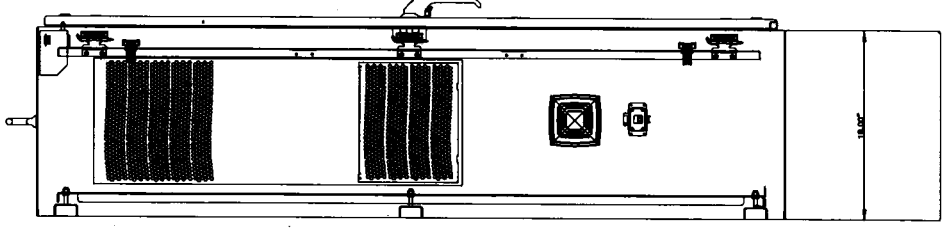


**GRANTHAM SECTION 1
FISHERS, INDIANA
PUMP CONTROL PANEL EXTERIOR LAYOUT**



DRAWN BY: *Joseph W. Jones*
 CHECKED BY: _____
 DATE: 05/11/2022
 PROJECT: 2021122
 SHEET: 10 OF 10
E4B
 PUMP CONTROL PANEL
 EXTERIOR LAYOUT

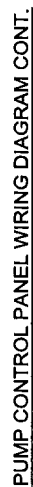
SCALE: 1/8" = 1'-0".
 THE DRAWING IS INTENDED TO ESTABLISH THE SCOPE OF WORK AND
 THE PANEL LAYOUT. IT IS NOT TO BE USED FOR THE FABRICATION OF
 THE MOTOR CONTROL PANEL. FABRICATOR: SUBMIT SHOP DRAWINGS FOR REVIEW.
 LISTED COMPONENTS ARE PER CUSTOMER RECOMMENDATIONS - NO SUBSTITUTES
 UNLESS OTHERWISE NOTED.
 MOTOR CABLE FLEXIBILITY WITH CONTROL PANEL ONLY - INCLUDING TYPE CABLE
 AND CABLE TRAYS. CABLES TO BE PROPERLY TERMINATED INTO AND GROUPED ALL
 WIRE STRANDS.
 SEE SHEET E5A FOR COMPONENT INFORMATION.



SIMS-DURKIN ASSOCIATES
 ENGINEERING COMPANY
 5755 WEST 74TH STREET
 INDIANAPOLIS, INDIANA 46278
 TEL: 317-222-4122
 FAX: 317-222-4123
 WEB: WWW.SIMS-DURKIN.COM
 SDA PROJECT NUMBER: 2021122

PUMP CONTROL PANEL EXTERIOR LAYOUT
NOT TO SCALE

APPLIC FAIL RELAY: MAINTAIN ENERGIZED STATE -
DE-ENERGIZE ON FAULT OR LEVEL TRANSMITTER FAILURE. THIS
STATE AUTOMATICALLY TO B OAT MOOD



NOT TO SCALE

SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY
5755 WEST 74TH STREET
INDIANAPOLIS, INDIANA 46278
PHONE: 317-209-4035
FAX: 317-222-4120
WEB: WWW.SIMS-DURKIN.COM
SDA PROJECT NUMBER: 2021122

Joseph W. Lerner	REVIEW BY	DATE	03/13/2022
	CHECKED BY	SCALE	
		AS SHOWN	
		REVIEW	



GRANTHAM SECTION 1
FISHERS, INDIANA



HWC
ENGINEERING

INDIANAPOLIS - TERRE HAUTE
LAFAYETTE - MUNDE - NEW ALBANY
www.hwcengineering.com

[illegible]

ELECTRIC
WATTS TO SCALE

2021

ELECTRICAL GENERAL DETAILS CONTINUED
NOT TO SCALE

**SIMS-DURKIN ASSOCIATES
ENGINEERING COMPANY**
5755 WEST 74TH STREET
INDIANAPOLIS, INDIANA 46278
PHONE: 317-209-4035
FAX: 317-222-4120
WEB: WWW.SIMS-DURKIN.COM
SDA PROJECT NUMBER: 2021122

DATE	DESCRIPTION	BY



**GRANTHAM SECTION 1
FISHERS, INDIANA
ELECTRICAL GENERAL DETAILS CONT**

DESIGNED BY: *Joseph W. Smith*

PROJECT NO: _____

DATE: _____

SCALE: _____

AS SHOWN

E7C

ELECTRICAL GENERAL
DETAILS CONT

GENERAL NOTES:

- ALL DIMENSIONS SHALL BE APPROXIMATE. FINAL DIMENSIONS AND LOCATIONS SHALL BE DETERMINED BY COORDINATION WITH THE UTILITY.

NOTES:

- THIS STANDARD APPLIES TO DUKE ENERGY REQUIREMENTS.
- CUSTOMER TO PROVIDE AND INSTALL TRANSFORMER PAD.
- FOR PIT AND INSTALLATIONS ONLY REQUIRES A 2" THICK CONCRETE DIVIDER TO BE INSTALLED BETWEEN THE PRIMARY AND SECONDARY COMPARTMENTS OF THE PAD.
- THE CUSTOMER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PAD. THE CUSTOMER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PAD.
- PROTECTIVE FENCES ARE REQUIRED WHEN TRANSFORMERS ARE EXPOSED TO VEHICLE TRAFFIC.
- THREE SHALL BE MINIMUM CLEARANCES OF 10' IN FRONT OF THE TRANSFORMER AND 3' ON ALL OTHER SIDES OF THE TRANSFORMER.
- TRANSFORMERS MUST BE LOCATED IN AN AREA THAT ALLOWS SAFE ACCESS BY DUKE ENERGY PERSONNEL TO THE TRANSFORMER.
- CONSIDER EROSION ACTION, DRAINAGE, AND LOCAL SOIL CONDITIONS WHEN PREPARING SITE FOR PAD. SOIL UNDERNEATH PADS SHALL BE LEVELLED AND COMPACTED. SOIL SHALL ALSO BE FREE OF ROOTS AND OBSTRUCTIONS TO PREVENT SETTLING AND EROSION. SOIL MAY BE REQUIRED AROUND PAD TO PREVENT SOIL EROSION.
- ALL CONDUITS IN A PIT SHALL BE CUT F ABOVE THE GRAVE BED IN THE PIT.
- CUSTOMER SHALL INSTALL THE CONDUIT FOR THE PRIMARY CONDUITS AS CLOSE TO THE CENTER OF THE PRIMARY AREA AS PRACTICAL. THE SECONDARY CONDUITS SHALL BE INSTALLED TO THE RIGHT INSIDE THE SECONDARY AREA.
- OTHER UTILITIES SHALL NOT BE INSTALLED UNDER TRANSFORMER PAD.
- PROTECT PAD SURFACES ARE REQUIRED TO PROVIDE THE PADS AND PITS WITH RECESSED "X" ANCHORS, TO BE USED FOR LIFTING.

UTILITY TRANSFORMER PAD DETAILS - DUKE ENERGY

SCALE: NONE

PAD
PIT

PLAN VIEW

SECTION A-A

SIMS ENGINEERING ASSOCIATES
ENGINEERING COMPANY
 1111 N. W. 11th Ave.
 INDIANAPOLIS, INDIANA 46204
 PHONE: 317-208-4035
 FAX: 317-208-4036
 WEB: WWW.SIMS-ENGINEERING.COM
 SDN PROJECT NUMBER: 2021122

ELECTRICAL GENERAL DETAILS CONTINUED
NOT TO SCALE

EXHIBIT C

[Schedule of Costs]

The Subscriber agrees to pay to the Utility or to the Utility's agents, inspection fees equal to eight percent (8%) of the estimated costs of constructing the Lift Station and Off-Site Sewer, as determined by approved construction bids.

The Subscriber agrees to pay for the preparation of Sanitary Sewer Record Drawings.

The costs to obtain permits, real property, easements or rights-of-way shall be paid for by the Subscriber.

The Subscriber will provide a Maintenance Bond in an amount equal to twenty percent (20%) of all construction costs of the Lift Station and Off-Site Sewer.

All fees in this Schedule of Costs are subject to change in accordance with the terms of this Contract.

All oversizing costs for the Off-Site Sewer and Lift Station are attached hereto and incorporated herein.

Exhibit C - Schedule of Costs

Project: Grantham Section 2									
Lift Station and Force Main Contract (Regional) versus Local									
Date: 1/3/23									

EXHIBIT D

[Dedication of Lift Station Property]

Tax Parcel No.
Cross Reference No.:
For Tax Purposes: City of Fishers
1 Municipal Drive
Fishers, IN 46038

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that CND Grantham, LLC ("Grantor"), hereby conveys to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility ("Grantee"), for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, certain real property generally located at or about 11303 Briargate Drive, Fishers, Indiana more particularly described as:

Block "A", as per plat recorded as instrument number _____ recorded _____, 20__ in the Office of the Recorder of Hamilton County, Indiana

(hereinafter referred to as "Real Estate"); and

warrants the title to the same, against any challenge claiming by, through or under, Grantor, but not otherwise.

This conveyance is subject to the following:

- 1) Any and all easements, conditions and restrictions of record; and
- 2) All exceptions included in the title commitment.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights shall remain with the Grantor or any successors in title to the abutting lands of the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____ 202__.

[SIGNATURE ON FOLLOWING PAGE]

CND Grantham, LLC ("Grantor")

Printed Name

(Signature)

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said State and County, personally appeared _____, who acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 202__.

Signature

Printed Name

My Commission expires: _____

I am a resident of _____ County.

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. /s/ Christopher P. Greisl

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers, IN 46038

EXHIBIT E

Bill of Sale - Sewer Facilities

KNOW ALL MEN BY THESE PRESENTS, that CND Grantham, LLC, an Indiana Corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby bargains, sells, transfers, assigns, and sets over unto CITY OF FISHERS, HAMILTON COUNTY, INDIANA, an Indiana municipal corporation ("Grantee"), its successors and assigns, all of its right, title and interest in and to the sewer mains and facilities (the "Sewer Facilities") described in the sanitary sewer record drawing plans ("Record Drawings") attached hereto as Exhibit 1 and made a part hereof, including whether or not set forth in the Record Drawings (but exclusive of Laterals or Lateral stubs):

- (a) All sewer mains, pipes and conduits, lift stations, manholes, all necessary or incidental auxiliary or sub-main, pipes and conduits and other related facilities, appliances, apparatus and structures described in the Record Drawings (but exclusive of the Laterals or Lateral Stubs, as hereafter defined), convenient or proper for the purpose of rendering sewage disposal service (Laterals and Lateral Stubs, which are not being conveyed to Grantee, are defined as follows: "Laterals" shall be defined as any pipes (gravity or force main) which extend from a lot building, structure, or premise ("Lot Structure") to the main line sewer which receives or will receive sewage from the Lot Structure; and "Lateral Stubs" shall be defined as any pipes or lines that extend from the main line sewer and terminate at approximately the border of the lot line easement or right-of-way for the Lot Structure.);
- (b) All rights and records, including without limitation accounting records, relating to the installation, construction, acquisition, operation, maintenance, repair, inspection and renewal of the Sewer Facilities; and
- (c) All rights-of-way, licenses, contracts, permits and other rights and authority held by Grantor in connection with its ownership of the Sewer Facilities;

TO HAVE AND TO HOLD the Sewer Facilities, together with all incomes, revenues, rents, issues and profits thereof hereafter accruing unto Grantee, its successors and assigns, forever.

The Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of, and has good and marketable title to, the Sewer Facilities for the use to which they are devoted; that the Sewer Facilities are free from encumbrances; that Grantor has the lawful right and capacity to transfer the Sewer Facilities; and that Grantor will warrant and defend the Sewer Facilities against the lawful claims and demands of all persons claiming by, through or under Grantor. The undersigned executing this Bill of Sale on behalf of Grantor represents and certifies that the undersigned is duly authorized and fully empowered to execute and deliver this Bill of Sale and that all necessary actions for the making of such conveyance has been taken and done.

E-1

24

The Grantor shall, upon demand by the Grantee, reimburse the Grantee for any tax liability incurred by the Grantee resulting at any time from the transfer of the Sewer Facilities.

It is understood wherever in this instrument reference is made to either of the parties hereto, it shall be held to include the successors and assigns of such party the same as if in each and every case so expressed.

IN WITNESS WHEREOF, _____ has executed this Bill of Sale - Sewer Facilities on this ____ day of _____, 20 ____.

GRANTOR

-Name -

By _____
(Signature)

(Printed Name & Title)

ATTEST:

EXHIBIT F

SEWER EASEMENTS (Total of 3)

SP-21-27

DEVELOPED BY:

Plot Date: Nov 29, 2022 Plot Time: 9:48am File Name: W:\Platinum Properties\2019-24B-B Grantham Sec 2\Design\CAD\1924B.zbase.dwg, Layout: PLAT 1-2 By: keichhorn

SHEET 4

151
150
149
148
147
146
145

BELLOWS AVENUE

144
143
142
141
140
139
138

130
131
132
133
134
135

C.A. "K"

129
128
127
126
125
124

SELSEY ROAD

114
115
116
117
118
119

C.A. "H"

113
112
111
110
109

C.A. "I"

Block 7

BRIARGATE DRIVE

120
121
122
123

FOREWOOD LANE

C.A. "J"

113TH STREET

FOREWOOD LANE

SHEET 3

137
136

C.A. "K"

Site Map
SCALE: 1"=150'



Grid North



Vicinity Map



DEVELOPMENT STANDARDS
GRANTHAM PUD. ORDINANCE NO. 111620A

(PUD- R)
EXECUTIVE DISTRICT

MIN. LOT AREA

MIN. LOT WIDTH
MIN. LOT FRONTAGE

MIN. CORNER L
MIN. FRONT SE

MIN. SIDE SETBACK

FRIMANKIN
AGGREGA

WITH SID:
AGGREGA

MIN. REAR SETBACK
MAX. IMPROVEMENT

MIN. LIVING UN

MAX. PRIMARY

1

7

—

1

orn

28

- 150'

21

LOTS IN

ACREAC
1 BLOCK

ACREAG

1

Abstract

LOTS IN THIS SECTION = 43
1 BLOCK AND 5 COMMON AREAS
ACREAGE IN THIS SECTION = 29.223 AC.

SHEET 1 OF 5

THE SITE LIES WITHIN FLOOD HAZARD ZONE X (UNSHADED) AS SAID ZONE PLOTS BY SCALE ON COMMUNITY PANEL NUMBER 180080 0259 G (MAP NUMBER 18057C0259G) OF THE FLOOD INSURANCE RATE MAPS FOR HAMILTON COUNTY, INDIANA (MAPS DATED NOVEMBER 19, 2014).

SEE SHEET 5 FOR LAND DESCRIPTION



Grid North

Scale: 1" = 50'

THIS INSTRUMENT PREPARED BY:
KIRSTOPHER K. EICHORN
HMC ENGINEERING
135 NORTH PENNSYLVANIA STREET, SUITE 2800
INDIANAPOLIS, IN 46204
PHONE: (317) 347-3663

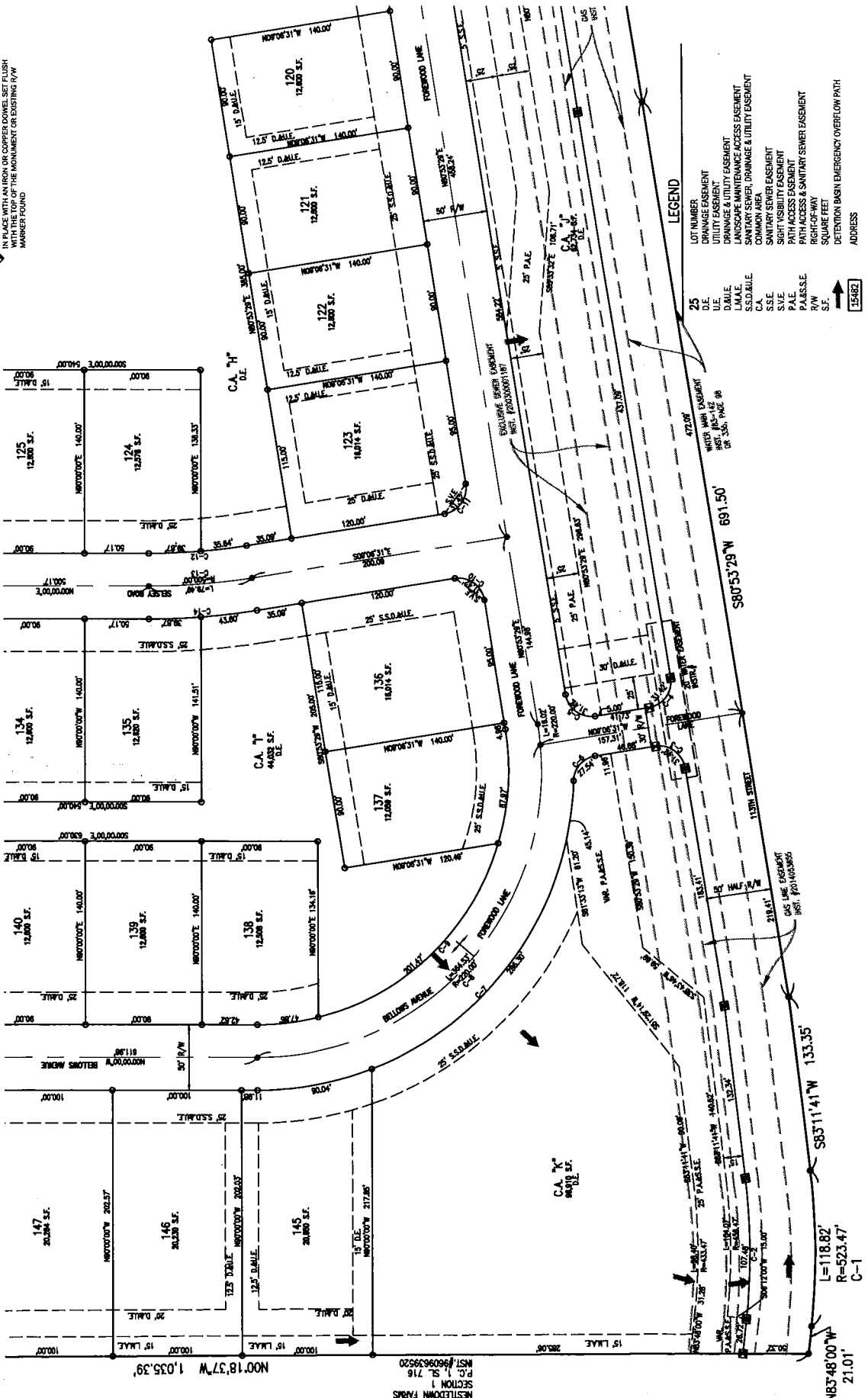
DEVELOPED BY:
GND GRANTHAM, LLC
9510 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, IN 46260
PHONE: (317) 669-6500

GRANTHAM SECTION 2 SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
(SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
CITY OF FISHERS

SP-21-27

FOR CONTINUATION SEE SHEET 4 OF 5



SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 2 OF 5

- SUBDIVISION MONUMENTATION**
MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.
- SUBDIVISION MONUMENTS**
- DENOTES A 5/8" DIA. STEEL ROD 32" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.
 - DENOTES A 5/8" REBAR, WITH CAP MARKED "HMC" ENGINEERING FIRM AND "SP-21-27" LONG TO BE SET AT 10' INTERVALS ALONG BOUNDARIES AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
 - ◆ DENOTES 4"x4" CONCRETE MONUMENT SET VERTICALLY IN PLACE WITH AN IRON OR COPPER DOWEL SET FLUSH WITH THE TOP OF THE MONUMENT OR EXISTING R/W MARKER FOUND.

LEGEND

LOT NUMBER	ADDRESS
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GRANTHAM

SECTION 2

SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
CITY OF FISHERS

SP-21-27

THIS INSTRUMENT PREPARED BY:
KRISTOPHER K. EICHORN
HWC ENGINEERING

135 NORTH PENNSYLVANIA STREET, SUITE 2800
INDIANAPOLIS, INDIANA 46204
PHONE: (317) 347-3663

DEVELOPED BY:

CND GRANTHAM, LLC
9310 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, INDIANA 46260
PHONE (317) 669-8500

SUBDIVISION MONUMENTATION

MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.

PLAT:

• DENOTES A 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP SET FLUSH WITH THE FINISH STREET SURFACE.

○ DENOTES A 5/8" REBAR, WITH CAP MARKED "HWC" FOR HAMILTON COUNTY, INDIANA, AND SET AT LOT CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.



Grid North

Scale: 1" = 50'

LEGEND

LOT NUMBER	DESCRIPTION
25	DRAINAGE EASEMENT
D.E.	UTILITY EASEMENT
U.E.	DRAINAGE & UTILITY EASEMENT
D.A.U.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT
L.M.A.E.	SANITARY SEWER, DRAINAGE & UTILITY EASEMENT
S.S.D.A.U.E.	COMMON AREA
C.A.	STREET LIGHT EASEMENT
S.L.E.	SIGHT TRIANGLE EASEMENT
P.A.E.	PATH ACCESS EASEMENT
P.A.S.S.E.	RIGHT-OF-WAY ACCESS & SANITARY SEWER EASEMENT
R/W	SQUARE FEET
S.F.	DETENTION BASIN EMERGENCY OVERFLOW PATH
15482	ADDRESS

FOR CONTINUATION SEE SHEET 4 OF 5

FOR CONTINUATION SEE SHEET 2 OF 5



SEE SHEET 1 FOR CURVE TABLE
SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 3 OF 5

THIS INSTRUMENT PREPARED BY:
 KRISTOPHER K. EICHORN
 HWC ENGINEERING
 135 NORTH PENNSYLVANIA STREET, SUITE 2800
 INDIANAPOLIS, IN 46204
 PHONE: (317) 347-3663

DEVELOPED BY:
 GND GRANTHAM, LLC
 9310 N. MERIDIAN ST., SUITE 100
 INDIANAPOLIS, INDIANA 46260
 PHONE (317) 669-8500

GRANTHAM SECTION 2 SECONDARY PLAT

HAMILTON COUNTY, FALL CREEK TOWNSHIP
 (SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)

NE COR. NESTLEDOWN FARMS SECTION ONE
 300°18'37" 488.35'
 300°07'00" 100.28'
 SOUTH LINE SE 1/4
 SEC. 31-T18-N06
 POINT OF COMMENCEMENT
 SW COR. SW 1/4
 SEC. 32, T18N, R06
 STONE WITH "X"

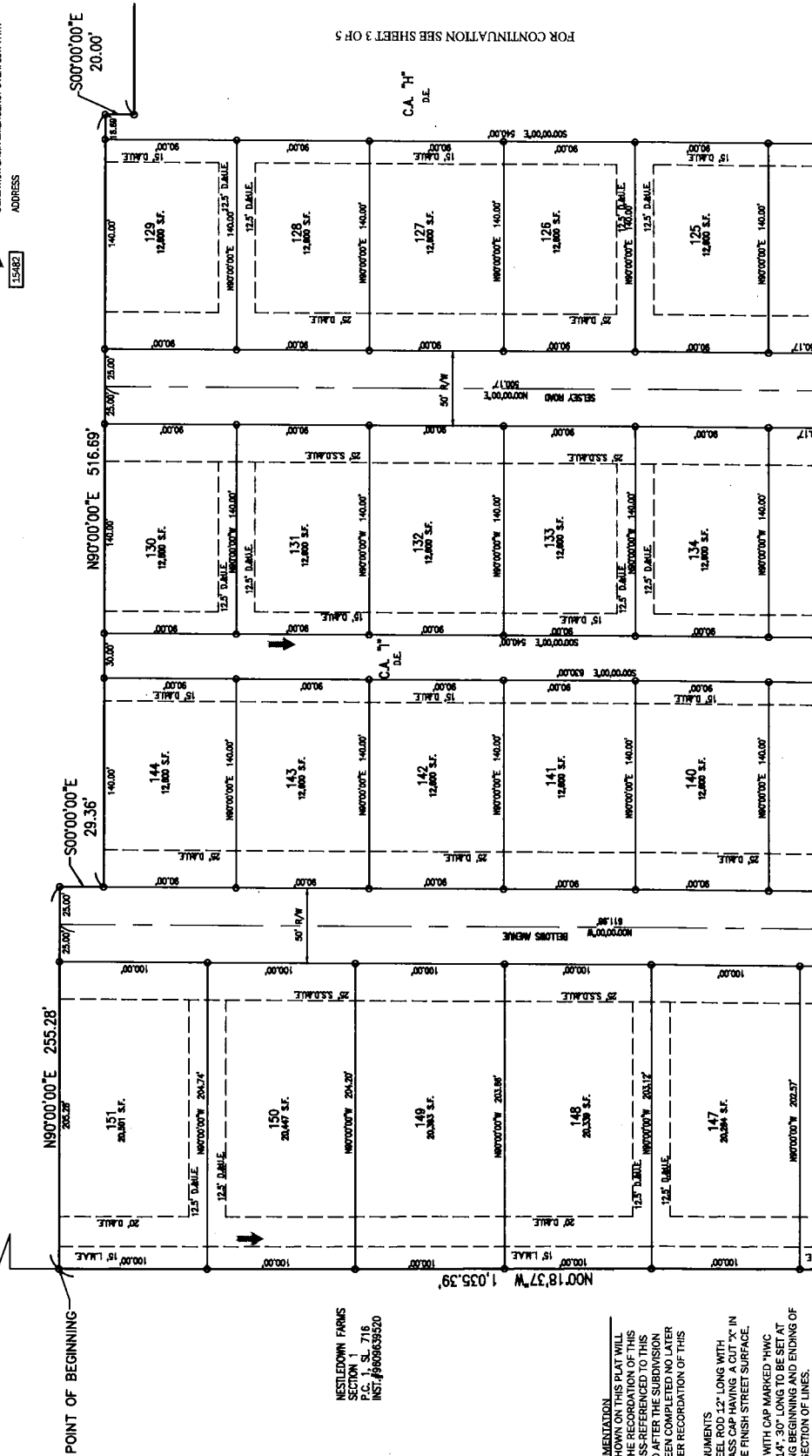
LEGEND

- | | |
|------------|---|
| 25 | LOT NUMBER |
| D.E. | DRAINAGE EASEMENT |
| U.E. | UTILITY EASEMENT |
| D.M.E. | DRAINAGE & UTILITY EASEMENT |
| L.M.E. | LANDSCAPE MAINTENANCE ACCESS EASEMENT |
| C.A. | COMMON AREA |
| S.S.E. | SANITARY SEWER EASEMENT |
| S.S.E. | SANITARY SEWER EASEMENT |
| S.V.E. | SIGHT VISIBILITY EASEMENT |
| P.A.E. | PATH ACCESS EASEMENT |
| P.A.S.S.E. | PATH ACCESS & SANITARY SEWER EASEMENT |
| R/W | RIGHT-OF-WAY |
| S.F. | SQUARE FEET |
| → | DETECTION BASIN EMERGENCY OVERFLOW PATH |
| → | ADDRESS |



Grid North

Scale: 1" = 50'



FOR CONTINUATION SEE SHEET 2 OF 5

NESTLEDOWN FARMS
 SECTION 1
 P.C. 1, S. 1, T18
 INST. #606439520

- SUBDIVISION MONUMENTATION**
- MONUMENTS THAT ARE SHOWN ON THIS PLAT WILL BE SET IN PLACE AFTER THE RECORDED TO THIS PLAT. AN AFFIDAVIT, CROSS-REFERENCED TO THIS PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDED OF THIS PLAT.
- DENOTES A 5/8" DIA STEEL ROD 12" LONG WITH 1/2" DIA WELDED CAPS, SET 6" BELOW FINISH TOP SET FLUSH WITH THE FINISH STREET SURFACE.
 - DENOTES A 5/8" DIA REBAR, WITH CAP MARKED "HWC ENGINEERING FIRM #0114", 30" LONG TO BE SET AT LOT CORNERS, INCLUDING BEGINNING AND ENDING OF CURVES AND THE INTERSECTION OF LINES.
 - ◆ DENOTES #4" CONCRETE MONUMENT SET VERTICALLY IN PLACE WITH AN IRON OR COPPER DOWEL SET FLUSH WITH THE TOP OF THE MONUMENT OR EXISTING R/W MARKER FOUND

SEE SHEET 1 FOR CURVE TABLE
 SEE SHEET 5 FOR LAND DESCRIPTION

SHEET 4 OF 5

THIS INSTRUMENT PREPARED BY:
KRISTOPHER K. EICHHORN
HWC ENGINEERING
135 NORTH PENNSYLVANIA STREET, SUITE 2800
INDIANAPOLIS, IN 46204
PHONE: (317) 347-3663

DEVELOPED BY:
CND GRANTHAM, LLC.
9310 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, INDIANA 46260
PHONE (317) 669-8500

SOURCE OF TITLE
2021022867

LAND DESCRIPTION

Part of the Northwest Quarter of Section 5, Township 17 North, Range 6 East, and part of the Northeast Quarter of Section 6, Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, based upon an ALTA/NSPS Land Title Survey prepared by Kristopher K. Elkhorn, Professional Surveyor Number 21000230, HWC Engineering Job Number 2019-248, recorded December 14, 2021 as Instrument Number 2021089266 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

[illegible]

This subdivision consists of 43 lots numbered 109 through 151 (all inclusive); five (5) Common Areas labeled C.A. "H", C.A. "I", C.A. "J", C.A. "K" and C.A. "L"; and one (1) block labeled Block "A". The size of the lots and width of streets are shown in feet and decimal parts thereof.

Cross reference is hereby made to a survey plat recorded as Instrument Number: 2021089266 in the Office of the Recorder for Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Professional Surveyor, licensed in compliance with the laws of the State of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat, and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the cross-reference survey on any lines that were common with the new subdivision.

Witness my signature this 28th day of November, 2022.

Kristopher K. Eichhorn, a Professional Surveyor licensed in compliance with the laws of the State of Indiana, hereby certify that the within plat represents a survey completed by me on that all the monuments shown are to be set, and that the location, size, type and material of said monuments are accurate.



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. Kristopher K. Eichhorn.

[illegible]

Sanitary Sewer Easements* are hereby created for the use of the Developer, and of the Utility, public or private, having jurisdiction over the sanitary waste disposal system. Sanitary Sewer Easements shall be used to construct, extend, operate, maintain, reconstruct, and remove mains, ducts, or other related utility structures of sanitary sewers that are part of said system, and for ingress and egress thereto.

"Drainage Easements" are created for the use of the Developer and any governmental agency having jurisdiction over drainage and storm sewer systems to provide paths and courses and a system for natural surface and subsurface drainage over, under, and around the property. Drainage Easements shall be used for this and other storm drainage, either overland or in appropriate underground installations to serve the needs of the property and its adjoining grounds and the public drainage system. Drainage Easements shall be used to construct, operate, maintain, reconstruct, and remove manholes, ducts, or other related structures of drainage systems, and to construct, operate, maintain, reconstruct, and remove culverts, ditches, or other related structures of drainage systems. The owner shall be required to keep any areas of the lots designed for the natural flow of water undisturbed, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner. The City of Fishers shall be responsible for the care, maintenance, repair and/or replacement of actual structures in place, such as sewer pipes, manhole casting, etc. Each property owner, as it pertains to their lot and the drainage systems and appurtenant easements, shall be responsible for all easement drains and their lot and the subsurface drains (SSD).

Utility Easements" are created for the use of all public or private utility companies, including but not limited to sanitary sewers, gas, phone, electric, water, and cable television companies, but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, drains, pipes, and other utility installations for the purpose of furnishing utility services, and for ingress and egress thereto.

Sight Visibility Easements* are created for the specific purpose of maintaining vision clearance. No fence, wall, tree, shrub planting or any other object which obstructs sight lines and elevations between 2 and 8 feet above street shall be placed or permitted to remain within easement area.

Pedestrian Access Easements* are hereby created for the use of the City and/or agents working on their behalf for the installation and maintenance, and the necessary ingress and egress thereto, of required sidewalks or paths within the perimeter landscaping/common area as opposed to being located within the right-of-way of the perimeter street. Public pedestrian access along these sidewalks or paths is permitted within the designated Path Access Easement areas.

Landscape, Maintenance Access Easements" are hereby created over and across areas for the installation and maintenance of landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems, walking trails and other improvements, for ingress and egress thereto by the Developer and the Homeowner Association, and/or their assigns.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress, in, along, across and through the same to permit the construction, maintenance, beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, and to the rights of any entity entitled to use of said easements for this intended purpose.

to fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 2 and 8 feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

The same sight line limitations shall apply to any lot within ten feet of the intersection of a street right-of-way line with the edge of the driveway pavement or alley line. No driveway shall be located within 25 feet of the intersection of two street lines.

This subdivision meets the requirements of the City of Fishers Unified Development Ordinance and the A.D.A. requirements.

Block "A" shall be used exclusively for a sanitary sewer lift station. The owner shall convey Block "A" to the City of Fishers, by and through its municipal utility, or the sewer utility having jurisdiction over the sanitary waste disposal system, within thirty (30) days of recording this secondary plat.

GRANTHAM
SECTION 2
SECONDARY PLAT
HAMILTON COUNTY, FALL CREEK TOWNSHIP
(SECTIONS 5 & 6, TOWNSHIP 17 NORTH, RANGE 6 EAST)
CITY OF FISHERS

SP-21-27

COMMISSION CERTIFICATE:
Under authority provided by Title 36, act of 1981, P.L. 309 enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto and an ordinance adopted by the Fishers Advisory Plan Commission:

Adopted by the Fishers Plat Committee, a subcommittee of the Advisory Plan Commission:

Megan Vukusich, Designee

Secretary, Jonah Butler

Secretary, Jonah Butler

DEDICATION CERTIFICATE:

The undersigned, CND-Grantham, LLC, being the owner of record of all the within described real estate, do hereby lay off, plat and subdivide into lots and streets and does hereby dedicate for public use any of said streets not previously dedicated, in accordance with the within plat.

This subdivision shall be known and designated as "Grantham, Section 2," as a subdivision in Hamilton County, Indiana. All streets shown and not heretofore dedicated, are hereby dedicated to the public.

Title to the foregoing Real Estate is subject to a certain Declaration of Covenants, Conditions, and Restrictions of Grantham, recorded as Instrument Number 2022005545 in the Office of the Recorder of Hamilton County, Indiana, as the same may be amended or supplemented. Such declaration and the covenants and restrictions set forth therein run with the land described hereon and are incorporated herein by reference. Each owner of a lot depicted on this plat shall take title to such lot, subject to the terms and conditions of the Declaration.

In Testimony whereof, witness the signatures of Owner and Declarant
this day of . 20 .

Owner/Developer:

CND-GRANTHAM, LLC
3310 N. MERIDIAN ST., SUITE 100
INDIANAPOLIS, IN 46260

By: _____
Naziz Siddiqui
Area Land Development Manager

State of _____) ss
County of _____)

Before me, the undersigned, a Notary Public in for said County and State, personally appeared Aziz Siddiqui, Area Land Development Manager of CND-Grantham, LLC., and acknowledged the execution of the foregoing secondary plat, for and on behalf of CND-Grantham, LLC, this _____ day of _____, 20_____.

Witness my signature and seal this _____ day of _____, 20____.

Notary Public	Printed Name
County of Residence:	My Commission Expires:

The owner, developer, Homeowners Association (HOA), and its heirs and assigns shall be responsible for the maintenance and repair of any portion of the entryway and exit columns, fencing, landscaping, lighting, etc., within the public right-of-way. The City of Fishers will be held harmless for any damages as a result of the encroachment of the entrance and exit columns, fencing, landscaping, lighting, etc., within the public right-of-way.

Cross Reference: 2008-4856
Parcel No.: 13-16-06-00-00-004.001

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH that 4110 Investments LLC, whose principal offices are located in Marion County, State of Indiana (hereinafter, the "Grantor") for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate, grant, sell and convey to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility (the "Grantee"), a permanent and exclusive easement including the right, privilege, and authority (but subject to the limitations hereinafter stated) to place, construct, install, operate, control, maintain, reconstruct, relocate, change the size of, repair and remove sewer mains, pipes, conduits, laterals, manholes, gravity sewers, and other facilities necessary or incidental for the purpose of rendering sewage disposal services (the "Sewer Facilities"), along, under, through and across the Grantor's real estate situated in Hamilton County, State of Indiana, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Real Estate"). Except as necessary to install the Sewer Facilities as defined above, the Sewer Facilities shall be, at all times, located under, through and/or across the Grantor's real estate and no structures shall be built and/or erected on the Real Estate. In addition, prior to any actions taken by Grantee relating to the initial installation and/or construction of the Sewer Facilities, Grantee shall first contact Grantor's designated representative, Scott Neff at sneff2231@yahoo.com and/or 795-749-8822 (or such other representative designated by Grantor), to coordinate the installation/construction of any Sewer Facilities, provided, however, such discussion/ coordination shall not be unreasonably withheld by Grantor. After the initial installation/construction of the Sewer Facilities, Grantee shall provide Grantor (through its designated representative, Scott Neff), with reasonable notice prior to any maintenance, repair or other construction of the Sewer Facilities, provided, however, such notice will not be given by Grantee to address an emergency.

Access to the Real Estate over the adjoining lands of the Grantor, where necessary, is hereby granted to Grantee; for the placement, construction, installation, operation, and/or maintenance of the Sewer Facilities; provided however, that where the Sewer Facilities are accessible from an adjoining public street or highway, the access shall be from such street or highway.

Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted

herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction (other than ground cover or pavement for driveway or parking purposes) on or over the Sewer Facilities, or that would interfere with the construction, maintenance or operation of any part of the Sewer Facilities. Grantee shall not construct or permit to be constructed: (i) any paved or concrete driveways, parking areas, sidewalks, patios, or similar structures over or within a one (1) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; (ii) any paved or concrete roads, streets or other thoroughfares over or within a five (5) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; or (iii) any light poles, street lights, or outdoor lights of any kind directly over or within ten (10) foot horizontal distance of any Sewer Facilities existing on the Real Estate. Grantor shall not place or allow to be placed the toe of a slope of earthen mounding within ten (10) feet horizontal distance of any Sewer Facilities existing on the Real Estate. Further, Grantor shall not plant, or allow to grow any trees, shrubbery or similar growths directly over or within ten (10) feet horizontal distance from the dripline of the planting to Sewer Facilities. Further, Grantor agrees not to change or permit the change of the grade of earth covering the Sewer Facilities.

The Grantee may cut, trim, or remove any and all trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, landscaping, irrigation systems or other similar vegetation, growth or structures, now or hereafter existing or growing upon or extending over the Real Estate, insofar as may be reasonably necessary utilizing due care, in the exercise by the Grantee of any and all rights and authorities herein and hereby granted to Grantee, provided, however, in the event Grantee needs to exercise such right, it shall provide Grantor with reasonable notice, unless emergency circumstances preclude giving such notice, in which case, Grantee shall notify Grantor after taking such action. The exercise of this right by the Grantee, or any other rights herein granted to Grantee, shall not establish in the Grantor any automatic right or claim for damages to such trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures. Any damage to any private gravel or unpaved drives, drainage pipe or tile, or fences of the Grantor caused by the construction, operation, maintenance or repair of the Sewer Facilities shall be repaired or replaced by the Grantee at Grantee's sole cost and the replacement/repair shall be in the same or similar condition prior to the granting of this Easement; provided, however, that with respect to the damaged lawns Grantee agrees to provide initial reseeding of grass for such damaged areas.

The easement rights and privileges granted herein are exclusive and the Grantor covenants that it will not hereafter convey any other easement or conflicting right within the area covered by this grant. To the extent the easement rights granted herein cross, intersect, or coexist with an existing easement of record, the easement granted herein shall not be exclusive with respect to that portion of such prior existing easement with which the easement granted herein crosses, intersects, or coexists. Notwithstanding the exclusivity of the easement herein granted, all storm drainage facilities and utility pipes or conduits for other utility services with five (5) feet minimum vertical

clearance from the Sewer Facilities may intersect the Sewer Easements granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except at locations within twenty (20) linear feet from a sanitary manhole structure, and all streets, roads or sidewalks may intersect the Sewer Easement granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except, as concerns sidewalks, at locations within one (1) linear foot from a sanitary manhole structure and, except as concerns streets or roads, at locations within five (5) linear feet from a sanitary manhole structure.

Notwithstanding any other provisions of this Sewer Easement, Grantee shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Sewer Facilities, provided, however, Grantee shall not connect any facilities on Grantor's Real Estate without Grantor's permission. Said easement also includes the rights and privileges (i) of ingress and egress for the employees, agents and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (ii) to use temporarily additional space where available and necessary from time to time adjacent to Sewer Facilities for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon and across the Real Estate, and (iii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted.

Grantee shall have full right and authority to assign or convey the easement hereby granted or any part thereof to another sewer utility or a successor in interest, but shall have no right to assign or convey the easement hereby granted or any part thereof to another utility not engaged in providing sewer service. The grants, covenants and stipulations herein provided shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

The undersigned executing this Sewer Easement on behalf of Grantor represents and certifies that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this easement, that Grantor has full legal capacity to convey the easement described herein, and that all necessary action for the making of such conveyance by Grantor has been taken and done.

This conveyance is not subject to the payment of Indiana Corporate Gross Tax.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal
this 8th day of December 2022.

GRANTOR
4110 Investments LLC

By: [Signature]

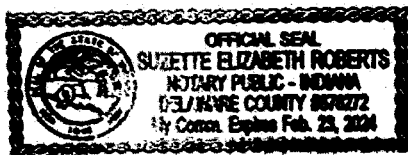
Printed: Jason R. Deik

Its: Manager / Legal Representative

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally
appeared JASON R. Deik, personally known to me to be the
MANAGER / Legal Counsel of 4110 Investments LLC, and acknowledged the execution of the
foregoing Sewer Easement for and on behalf of said party.

WITNESS my hand and notarial seal this 8th day of December, 2022.



[Signature]
(Written Signature)
Suzette E. Roberts
(Printed Signature)

My Commission Expires: 2.23.24

My County of Residence: Delaware

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County,
Indiana, One Municipal Drive, Fishers, Indiana, 46038

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. /s/ Christopher P. Greisl, Esq.

Exhibit A
[Real Estate]

LEGEND



PROPOSED EASEMENT



PROPERTY LINE

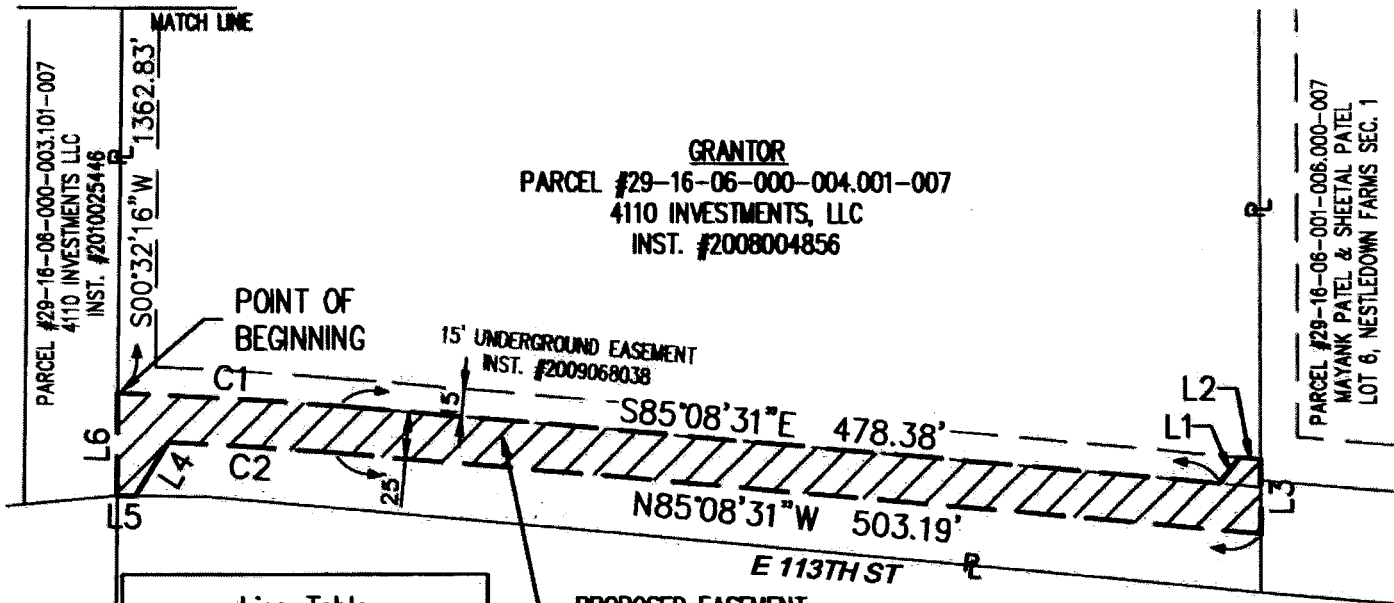
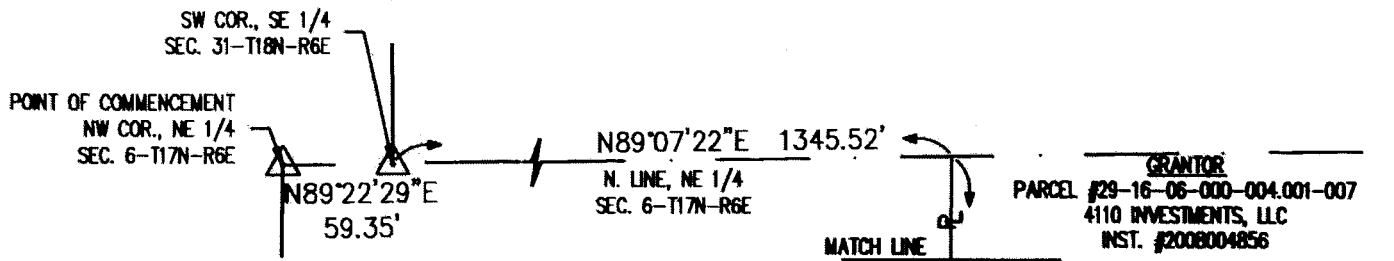
EXHIBIT "A"



GRID NORTH



SCALE: 1" = 100'



Line Table		
Line #	Direction	Length
L1	N37°50'09"E	17.88'
L2	S85°08'31"E	11.46'
L3	S00°18'37"E	40.16'
L4	S32°04'46"W	34.27'
L5	N89°12'36"W	9.84'
L6	N00°32'16"E	55.00'

Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Length
C1	119.71'	2315.72'	S86°37'23"E	119.70'
C2	90.04'	2290.72'	N86°16'05"W	90.04'

Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY



HWC
ENGINEERING

135 N. PENNSYLVANIA ST, SUITE 2800
INDIANAPOLIS, IN 46204
317-347-3663

INDIANAPOLIS - TERRE HAUTE

1 AFAVETTE - MIAMI - NEW AFRICA

www.hwcengineering.com

GRANTHAM SUBDIVISION
FORCE MAIN EASEMENT
4110 INVESTMENTS, LLC
FISHERS, INDIANA

DRAWN BY

AJB

CHECKED BY

SWR

DATE

1/18/2022

SCALE

1" = 100'

PG 1 OF 2

JOB NUMBER
2019-248-A

EXHIBIT "A"

GRANTOR
PARCEL #29-16-06-000-004-001-007
4110 INVESTMENTS, LLC
INST. #2008004856

PROPOSED EASEMENT

A part of the Northeast Quarter of Section 6, Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter Section; thence North 89 degrees 22 minutes 29 seconds East (grid bearings based upon an ALTA/NSPS Land Title Survey prepared by Kristopher K. Eichorn, PLS #21000230, HWC Engineering Job No. 2019-248, dated October 30, 2020) a distance of 59.35 feet to the southwest corner of the Southeast Quarter of Section 31, Township 18 North, Range 6 East; thence North 89 degrees 07 minutes 22 seconds East along the north line of said Northeast Quarter a distance of 1345.52 feet to the northwest corner of the Grantor's land; thence South 00 degrees 32 minutes 16 seconds West along the east line of the Grantor's land a distance of 1362.83 feet to the POINT OF BEGINNING being on the south line of an underground easement agreement recorded as Instrument Number 2009068038 in the Office of the Recorder, Hamilton County, Indiana, said point being the point of curvature of a non-tangent curve to the right having a radius of 2315.72 feet; thence easterly along said curve and the south line of said easement an arc distance of 119.71 feet being subtended by a chord bearing South 86 degrees 37 minutes 23 seconds East a distance of 119.70 feet; thence South 85 degrees 08 minutes 31 seconds East along a south line of said easement a distance of 478.38 feet; thence North 37 degrees 50 minutes 09 seconds East a distance of 17.88 feet to the north line of said easement; thence South 85 degrees 08 minutes 31 seconds East along said north line a distance of 11.46 feet to the east line of the Grantor's land; thence South 00 degrees 18 minutes 37 seconds East along said east line a distance of 40.16 feet to a point 25 feet south by perpendicular measure of the south line of said easement; thence North 85 degrees 08 minutes 31 seconds West parallel with said south line a distance of 503.19 feet to a point of curvature of a curve to the left having a radius of 2290.72 feet; thence westerly along said curve an arc distance of 90.04 feet being subtended by a chord bearing North 86 degrees 16 minutes 05 seconds West and a distance of 90.04 feet; thence South 32 degrees 04 minutes 46 seconds West a distance of 34.27 feet to the south line of the Grantor's land; thence North 89 degrees 26 minutes 41 seconds West a distance of 9.79 feet to the west line of the Grantor's land; thence North 00 degrees 32 minutes 16 seconds East along said west line a distance of 55.00 feet to the POINT OF BEGINNING, containing 0.375 acres, more or less.

PREPARED BY:

Adam J. Beery
ADAM J. BEERY, PLS #20700069
JANUARY 18, 2022



Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY



HWC
ENGINEERING

135 N. PENNSYLVANIA ST, SUITE 2800
INDIANAPOLIS, IN 46204
317-347-3663

INDIANAPOLIS - TERRE HAUTE

LA FAYETTE - MOUNTAIN - NEW ALBANY

www.hwcengineering.com

GRANTHAM SUBDIVISION
FORCE MAIN EASEMENT
4110 INVESTMENTS, LLC
FISHERS, INDIANA

DRAWN BY

AJB

CHECKED BY

SWR

DATE

1/18/2022

SCALE

N.A.

PG 2 OF 2

JOB NUMBER
2019-248-A

2022039509 EASE \$25.00
08/10/2022 11:51:26AM 7 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

LLP



Cross Reference: 2018-02669
Parcel No.: 13-16-06-00-00-003.002

GRANT OF SEWER EASEMENT

THIS INDENTURE WITNESSETH that the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation (hereinafter, the "Grantor") for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby dedicate, grant, sell and convey to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility (the "Grantee"), a permanent and exclusive easement including the right, privilege, and authority (but subject to the limitations hereinafter stated) to place, construct, install, operate, control, maintain, reconstruct, relocate, change the size of, repair and remove sewer mains, pipes and conduits, all necessary or incidental auxiliary or feeder service mains, pipes or conduits, lift stations, manholes and other facilities, appliances, apparatus and structures convenient or proper for the purpose of rendering sewage disposal services (the "Sewer Facilities") along, under, through and across the Grantor's real estate situated in Hamilton County, State of Indiana, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Real Estate").

Access to the Real Estate over the adjoining lands of the Grantor, where necessary, is hereby granted to Grantee; provided however, that where the Sewer Facilities are accessible from an adjoining public street or highway, the access shall be from such street or highway.

Grantor shall have the right to fully use and enjoy the Real Estate except for such use as may impair, impede or unreasonably interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any house, structure, or obstruction (other than ground cover or pavement for driveway or parking purposes) on or over the Sewer Facilities, or that would interfere with the construction, maintenance or operation of any part of the Sewer Facilities. Grantee shall not construct or permit to be constructed: (i) any paved or concrete driveways, parking areas, sidewalks, patios, or similar structures over or within a one (1) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; (ii) any paved or concrete roads, streets or other thoroughfares over or within a five (5) foot horizontal distance of any sanitary sewer manhole castings existing on the Real Estate; or (iii) any light poles, street lights, or outdoor lights of any kind directly over or within ten (10) foot horizontal distance of any Sewer Facilities existing on the Real Estate. Grantor shall not place or allow to be placed the toe of a slope of earthen mounding within ten (10) feet horizontal distance of any Sewer

Facilities existing on the Real Estate. Further, Grantor shall not plant, or allow to grow any trees, shrubbery or similar growths directly over or within ten (10) feet horizontal distance from the dripline of the planting to Sewer Facilities. Further, Grantor agrees not to change or permit the change of the grade of earth covering the Sewer Facilities.

The Grantee may cut, trim, or remove any and all trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, landscaping, irrigation systems or other similar vegetation, growth or structures, now or hereafter existing or growing upon or extending over the Real Estate, insofar as may be reasonably necessary utilizing due care, in the exercise by the Grantee of any and all rights and authorities herein and hereby granted to Grantee. The exercise of this right by the Grantee, or any other rights herein granted to Grantee, shall not establish in the Grantor any right or claim for damages to such trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures. Any damage to any private gravel or unpaved drives, drainage pipe or tile, or fences of the Grantor (but exclusive of trees, shrubs, underbrush, bushes, saplings, ground cover, lawns, gardens, landscaping, irrigation systems or other similar vegetation, growth or structures and exclusive of asphalt or concrete pavement for sidewalk, access path, driveway or parking purposes) caused by the construction, operation, maintenance or repair of the Sewer Facilities shall be repaired or replaced by the Grantee; provided, however, that with respect to the damaged lawns Grantee agrees to provide initial reseeded of grass for such damaged areas.

The easement rights and privileges granted herein are exclusive and the Grantor covenants that it will not hereafter convey any other easement or conflicting right within the area covered by this grant. To the extent the easement rights granted herein cross, intersect, or coexist with an existing easement of record, the easement granted herein shall not be exclusive with respect to that portion of such prior existing easement with which the easement granted herein crosses, intersects, or coexists. Notwithstanding the exclusivity of the easement herein granted, all storm drainage facilities and utility pipes or conduits for other utility services with five (5) feet minimum vertical clearance from the Sewer Facilities may intersect the Sewer Easements granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except at locations within twenty (20) linear feet from a sanitary manhole structure, and all streets, roads or sidewalks may intersect the Sewer Easement granted herein at a ninety (90) degree angle plus or minus fifteen (15) degrees at any point except, as concerns sidewalks, at locations within one (1) linear foot from a sanitary manhole structure and, except as concerns streets or roads, at locations within five (5) linear feet from a sanitary manhole structure.

Notwithstanding any other provisions of this Sewer Easement, Grantee shall have the absolute right at any time, and from time to time, to construct and install other main extensions or lateral main extensions and appurtenant facilities of any nature connecting to the Sewer Facilities. Said easement also includes the rights and privileges (i) of ingress and egress for the employees,

agents and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (ii) to use temporarily additional space where available and necessary from time to time adjacent to Sewer Facilities for equipment and materials necessary for installation, repair and maintenance of Grantee's facilities located in, under, upon and across the Real Estate, and (iii) to do all acts and things requisite and necessary for the full enjoyment of the easement hereby granted. Grantor agrees that Grantee shall be entitled to and Grantor shall provide any and all easements necessary to allow the construction of and to provide for access to the Sewer Facilities for the purpose of connecting such additional extensions and facilities to the Sewer Facilities.

Grantee shall have full right and authority to assign or convey the easement hereby granted or any part thereof to another sewer utility or a successor in interest, but shall have no right to assign or convey the easement hereby granted or any part thereof to another utility not engaged in providing sewer service. The grants, covenants and stipulations herein provided shall extend to and be binding upon the respective heirs, successors and assigns of the parties.

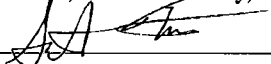
The undersigned executing this Sewer Easement on behalf of Grantor represents and certifies that Grantor is the owner of the Real Estate, that the undersigned is duly authorized and fully empowered to execute and deliver this easement, that Grantor has full legal capacity to convey the easement described herein, and that all necessary action for the making of such conveyance by Grantor has been taken and done.

This conveyance is not subject to the payment of Indiana Corporate Gross Tax.

IN WITNESS WHEREOF, the undersigned has hereunto set their hand and seal

this 26 day of July 2022.

GRANTOR
City of Fishers, Hamilton County, Indiana

By: 

Printed: Scott Fadness, Mayor

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Fadness, personally known to me to be the Mayor of the City of Fishers, Hamilton County, Indiana, and acknowledged the execution of the foregoing Sewer Easement for and on behalf of said party.

WITNESS my hand and notarial seal this 26 day of July, 2022.

Kari E Adriano
Notary Public

Kari E Adriano
(Printed Signature)



My Commission Expires: January 2, 2030

My County of Residence: Hamilton

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

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. /s/ Christopher P. Greisl, Esq.

Exhibit A
[*Real Estate*]

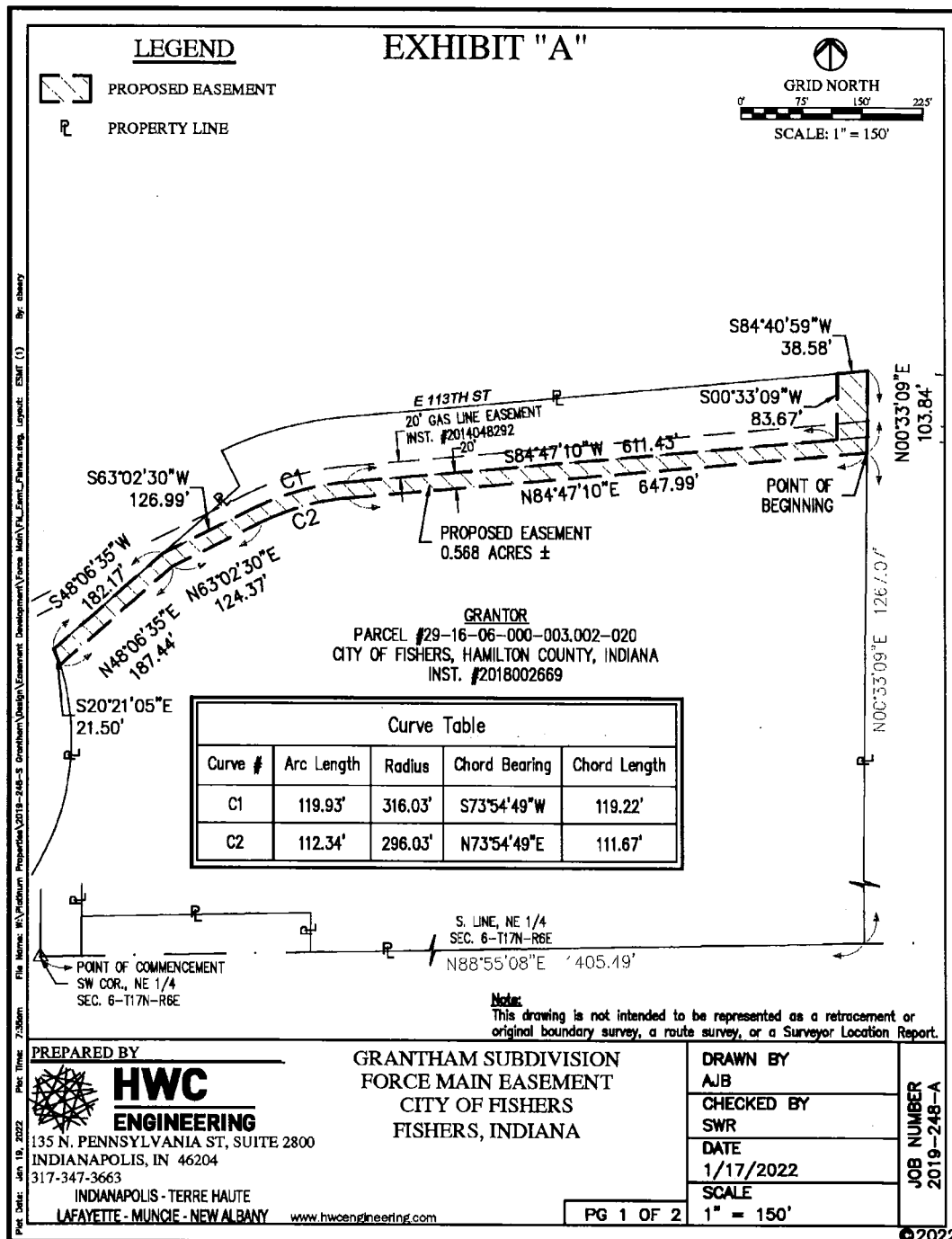


EXHIBIT "A"

GRANTOR
 PARCEL #29-16-06-000-003.002-020
 CITY OF FISHERS, HAMILTON COUNTY, INDIANA
 INST. #2018002669

PROPOSED EASEMENT

A part of the Northeast Quarter of Section 6, Township 17 North, Range 6 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of said Northeast Quarter Section; thence North 88 degrees 55 minutes 08 seconds East (grid bearings based upon an ALTA/NSPS Land Title Survey prepared by Kristopher K. Eichorn, PLS #21000230, HWC Engineering Job No. 2019-248, dated October 30, 2020) along the south line of said Northeast Quarter Section a distance of 1405.49 feet to the southeast corner of the Grantor's land; thence North 00 degrees 33 minutes 09 seconds East along the east line of the Grantor's land a distance of 1267.07 feet to the POINT OF BEGINNING, said point being 20 feet south by perpendicular measure from the south line of a Gas Line Easement recorded as Instrument Number 2014048292 in the Office of the Recorder, Hamilton County, Indiana; thence continuing North 00 degrees 33 minutes 09 seconds East along said east line a distance of 103.84 feet to the northeast corner of the Grantor's land; thence South 84 degrees 40 minutes 59 seconds West along the north line of the Grantor's land a distance of 38.58 feet; thence South 00 degrees 33 minutes 09 seconds West parallel with said east line of the Grantor's land a distance of 83.67 feet to the south line of said Gas Line Easement, the following four (4) courses being along the south lines of said Gas Line Easement; (1) thence South 84 degrees 47 minutes 10 seconds West a distance of 611.43 feet to a point of curvature of a curve to the left having a radius of 316.03 feet; (2) thence westerly along said curve an arc distance of 119.93 feet having a chord bearing South 73 degrees 54 minutes 49 seconds West a distance of 119.22 feet; (3) thence South 63 degrees 02 minutes 30 seconds West along said north line a distance of 182.17 feet to a northwest corner of the Grantor's land; thence South 20 degrees 21 minutes 05 seconds East along a west line of the Grantor's land a distance of 21.50 feet; thence North 48 degrees 06 minutes 35 seconds East parallel with said north line of the Grantor's land a distance of 187.44 feet to a point 20 feet south by perpendicular measure of the south line of aforesaid Gas Line Easement, the following three (3) courses being parallel with the south lines of said Gas Line Easement; (1) thence North 63 degrees 02 minutes 30 seconds East a distance of 124.37 feet to a point of curvature of a curve to the right having a radius of 296.03 feet; (2) thence easterly along said curve an arc distance of 112.34 feet having a chord bearing North 73 degrees 54 minutes 49 seconds East a distance of 111.67 feet; (3) thence North 84 degrees 47 minutes 10 seconds East a distance of 647.99 feet to the POINT OF BEGINNING, containing 0.568 acres, more or less.

PREPARED BY:

Adam J. Beery
 ADAM J. BEERY, PLS #20700069
 JANUARY 17, 2022



Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY

HWC
ENGINEERING
 135 N. PENNSYLVANIA ST., SUITE 2800
 INDIANAPOLIS, IN 46204
 317-347-3663
 INDIANAPOLIS - TERRE HAUTE
 LAFAYETTE - MUNCIE - NEW ALBANY
 www.hwcengineering.com

GRANTHAM SUBDIVISION
 FORCE MAIN EASEMENT
 CITY OF FISHERS
 FISHERS, INDIANA

DRAWN BY

AJB

CHECKED BY

SWR

DATE

1/17/2022

SCALE

N.A.

PG 2 OF 2

JOB NUMBER
 2019-248-A

©2022

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF FISHERS AND A&F
ENGINEERING CO., LLC FOR 116TH STREET AND ALLISONVILLE ROAD
INTERSECTION IMPROVEMENT**

This First Amendment to Agreement For Project Development Services for Design of Intersection Improvement at 116th Street and Allisonville Road (“First Amendment”) is effective as of the _____ day of _____, 202__ (the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, operating by and through its municipal sewer utility (“OWNER”) and A&F Engineering Co., LLC (“ENGINEER”), on the following terms and conditions:

Recitals

WHEREAS, on or around February 10, 2020, OWNER entered into a certain Agreement for Project Development Services for Design of Intersection Improvement at 116th Street and Allisonville Road (“Agreement”) with ENGINEER to provide certain engineering services for a new roundabout (the “Project”), all as further described in the Agreement;

WHEREAS, the parties now desire to enter into this First Amendment to increase the compensation to ENGINEER by Thirty-Eight Thousand Nine Hundred Seventy and 00/100 Dollars (\$38,970.00), all as further described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, provisions of the Agreement not specifically changed by this First Amendment shall remain in full force and effect.

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

1. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this First Amendment and are hereby incorporated into and made a part of this First Amendment as though they were fully set forth in the original Agreement.

2. **Article III, Compensation,** shall be amended as follows:

B. Compensation for Professional Services described in Appendix D shall be on a lump sum basis in the amount of \$38,970.00 as follows.

j. Additional Topographic Survey	\$ 5,500.00
k. Environmental Updates for Roundabout	\$18,700.00
l. Easement and Right of Way Description – 7 at \$750.00/ea.	\$ 5,250.00
m. Additional Design for Development Coordination	<u>\$ 9,250.00</u>
Total Estimated Fee:	<u>\$38,970.00</u>

[signatures on following pages]

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this First Amendment as of the day and year first written above.

“OWNER”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

“ENGINEER”

A&F ENGINEERING CO., LLC

By: 

Printed: Joseph T. Rengel, P.E., PTOE

Its: Vice President



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to Approve Supplemental Agreement for 116th Street and Allisonville Road			
SUBMITTED BY	Name & Title: Jason Taylor, Director Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023E	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☒ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Chris Greisl	
BACKGROUND (Includes description, background, and justification)	In 2019, the City of Fishers was awarded Highway Safety Improvement Project (HSIP) funds to make improvements to the 116 th Street and Allisonville Road Intersection. Several improvement options were studied, and it was determined a roundabout would be constructed at this intersection. Based on the design changing from a signalized intersection to a roundabout, additional design and environmental fees were determined to be necessary. An additional not-to-exceed amount of \$38,970.00 will bring the total contract amount to \$413,825.43.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$413,825.43
	Expenditure \$:	\$413,825.43
	Source of Funds:	Road Impact Fund
	Additional Appropriation #:	
	Narrative:	
OPTIONS (Include Deny Approval Option)	1.	Approve Supplemental Agreement
	2.	Deny Supplemental Agreement and provide instruction to staff
	3.	
	4.	
PROJECT TIMELINE	The design of the roundabout is scheduled to be complete in February 2024.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends the approval of the Supplemental Agreement and to authorize the Mayor to execute the agreement.	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Supplemental Agreement	

RESOLUTION NO. R011023E

A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS & SAFETY APPROVING FIRST AMENDMENT TO AGREEMENT FOR PROJECT DEVELOPMENT SERVICES FOR DESIGN INTERSECTION IMPROVEMENTS

WHEREAS, on or around February 10, 2020, the City of Fishers, Hamilton County, Indiana (“OWNER”) entered into a certain Agreement for Project Development Services for Design of Intersection Improvement at 116th Street and Allisonville Road (“Agreement”) with A&F Engineering Co., LLC (“ENGINEER”) to provide certain engineering services for a new roundabout (the “Project”), all as further described in the Agreement;

WHEREAS, the parties now desire to amend the Agreement to account for additional terms not previously addressed in the Agreement, all as further described in the First Amendment to Agreement for Project Development Services for Design of Intersection Improvements at 116th Street and Allisonville Road (“First Amendment”), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, provisions of the Agreement not specifically changed by this First Amendment shall remain in full force and effect; and

WHEREAS, the City now desires to approve the First Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Board of Public Works & Safety meeting in a duly noticed and regularly scheduled meeting as follows:

Section 1. The Board hereby approves the First Amendment, which is attached hereto and incorporated herein as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the First Amendment and any documents required to implement the intent of this Resolution.

Section 3. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED by the City of Fishers Board of Public Works & Safety this 10th day of January, 2023.

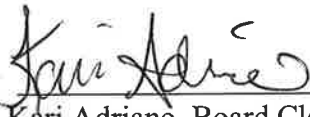
**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY

NAY

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:


Kari Adriano, Board Clerk

DATE:

1/10/23

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF FISHERS AND A&F
ENGINEERING CO., LLC FOR 116TH STREET AND ALLISONVILLE ROAD
INTERSECTION IMPROVEMENT**

This First Amendment to Agreement For Project Development Services for Design of Intersection Improvement at 116th Street and Allisonville Road (“First Amendment”) is effective as of the 10 day of January, 2023(the “Effective Date”) by and between the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation, operating by and through its municipal sewer utility (“OWNER”) and A&F Engineering Co., LLC (“ENGINEER”), on the following terms and conditions:

Recitals

WHEREAS, on or around February 10, 2020, OWNER entered into a certain Agreement for Project Development Services for Design of Intersection Improvement at 116th Street and Allisonville Road (“Agreement”) with ENGINEER to provide certain engineering services for a new roundabout (the “Project”), all as further described in the Agreement;

WHEREAS, the parties now desire to enter into this First Amendment to increase the compensation to ENGINEER by Thirty-Eight Thousand Nine Hundred Seventy and 00/100 Dollars (\$38,970.00), all as further described herein;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, provisions of the Agreement not specifically changed by this First Amendment shall remain in full force and effect.

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

1. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this First Amendment and are hereby incorporated into and made a part of this First Amendment as though they were fully set forth in the original Agreement.

2. **Article III, Compensation,** shall be amended as follows:

B. Compensation for Professional Services described in Appendix D shall be on a lump sum basis in the amount of \$38,970.00 as follows.

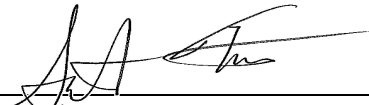
j. Additional Topographic Survey	\$ 5,500.00
k. Environmental Updates for Roundabout	\$18,700.00
l. Easement and Right of Way Description – 7 at \$750.00/ea.	\$ 5,250.00
m. Additional Design for Development Coordination	<u>\$ 9,250.00</u>
Total Estimated Fee:	<u>\$38,970.00</u>

[signatures on following pages]

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this First Amendment as of the day and year first written above.

“OWNER”

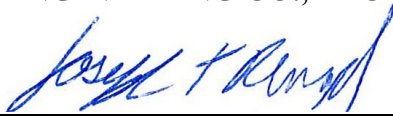
CITY OF FISHERS, INDIANA

By: 

Scott Fadness, Mayor

“ENGINEER”

A&F ENGINEERING CO., LLC

By: 

Printed: Joseph T. Rengel, P.E., PTOE

Its: Vice President



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to approve an Agreement between Owner and Contractor for 146 th Street and Allisonville Road Force Main			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023F	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☒ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	This Agreement is to construct sanitary sewer improvements for the 146th Street and Allisonville Road intersection project. The work includes providing sanitary sewer connections for homes losing their septic systems and modifying existing sewer which conflicts with road construction. This is a reimbursable cost from Hamilton County Highway.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$150,000
	Expenditure \$:	\$141,150
	Source of Funds:	Hamilton County Highway
	Additional Appropriation #:	N/A
	Narrative:	Reimbursable cost
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Utility construction will be completed in the timeline allowed by the Hamilton County road project. It will take approximately 60 days to complete.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this application	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Agreement	

CITY OF FISHERS, INDIANA
AWARD PACKAGE
FOR
146TH STREET AND ALLISONVILLE ROAD
FORCE MAIN

City of Fishers, Indiana
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this _____ day of _____, 2023, by and between City of Fishers, Three Municipal Drive, Fishers, Indiana 46038 ("Owner") and Guardian Utilities ("Contractor"), for the project described as "146th Street and Allisonville Road Force Main" (the "Project") and more particularly detailed in Appendix A (the "Work")

Owner:

City of Fishers
Three Municipal Drive
Fishers, Indiana 46038

Owner/ Consultant Engineer:

Butler Fairman and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, Indiana 46240

Project Engineer:

Kameryn Wright, P.E
Butler Fairman and Seufert, Inc.

Contractor:

Project:

146th Street and Allisonville Road Force Main

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a quote proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. **Enumeration of Contract Documents.** An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **Taxes.** If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. **Permits, Fees and Notices.** Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work. If Contractor performs Work contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

H. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Quoting Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion within thirty days (30) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within sixty days (60) days after the date when the Contract Time commences to run. The term "day" as used in the Contract Documents shall mean

calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$ 500.00) for each day that expires after the time specified herein for

Project Substantial Completion until the Work is otherwise substantially complete. After Project Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$ 500.00) for each day that expires after the time specified herein for completion and readiness for final payment.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the quote prices as set forth in the conformed copy of the Contractor's Quote attached hereto as Appendix E, the sum of One Hundred Forty One Thousand One Hundred Fifty Dollars (words) \$141,150.00 ("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported

by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.
- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is

hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the

Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract

Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Jason Taylor, P.E.

City of Fishers
Three Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Brian Lemmer

Guardian Utilities

6125 W 400N

Fairland, Indiana 46126

Article 12. Conflict of Interest

Contractor certifies and warrants to Owner that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect with Owner. For purposes of compliance with I.C. § 36-1-21, Contractor certifies and warrants to Owner that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by I.C. §36-1-21-2, of either the executive body of Owner, a member of the legislative body of the Owner, or a member of the fiscal body of Owner. If Contractor is a relative pursuant to I.C. §36-1-21, it certifies that it has complied with the procedures set forth in I.C. §36-1-21-5.

Article 13. Debarment and Suspension.

Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in I.C. §5-22-16.5.

Article 14. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court

in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. **Rights and Remedies.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the

extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 15. Dispute Resolution.

A. **Mediation.** The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. **Litigation.** In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
CITY OF FISHERS

CONTRACTOR:

BY: _____

BY: Brian Lemmer

Printed Name: _____

Printed Name: Brian Lemmer

Title: _____

Title: President

Date: _____

Date: 1/05/2023

ATTEST:

Clerk-Treasurer

Date: _____

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: 146th Street and Allisonville Road Force Main

WORK: Construction of 2-inch force main and sanitary manhole, sewer and lateral construction in the vicinity of the intersection of 146th Street and Allisonville Road.

DESIGN BY: Butler Fairman and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, Indiana 46240

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-21, inclusive).
2. Addenda issued prior to receipt of quote proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered 1 through 3, inclusive with each sheet bearing the general title: 146th Street and Allisonville Road Force Main. City of Fishers Standard Construction Details numbered 1 through 29.
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. Specifications
5. The Additional Requirements;
 - a. _____
 - b. _____
 - c. _____
6. Contractor's Itemized Proposal and Declarations;
7. General Conditions (pages G-1 to G-61, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA

APPENDIX C

Scope of Work and Locations (the “Work”)

Work consists of connecting to an existing 2-inch low pressure force main and extending this force main approximately 475 feet along the east side of Allisonville Road just south of 146th Street. Six force main laterals will be installed on this new force main to facilitate homeowners connecting to this main with future low-pressure grinder pumps. Work also consists of setting a new sanitary manhole on an existing gravity sanitary sewer on Lynn Avenue, installing new 8-inch sanitary sewer, and installing sanitary laterals and associated appurtenances for two services located on either side of Lynn Avenue just south of 146th Street.

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Guardian Private Utility Locating

By (Written Signature) Tammy Lemmer

(Printed Name): Tammy Lemmer

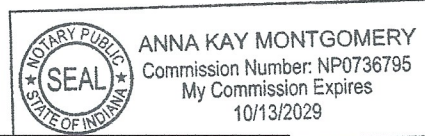
(Title): Operations Manager

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Shelby

SS: _____



Subscribed and sworn to before me this 3 day of January, 2023

My commission expires: 10/13/2029 (Signed): [Signature]

Residing in Shelby County, State Indiana

1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Quote Proposal

PART 2
CONTRACT ITEMS AND UNIT PRICES

[This Part to be only for Quoting on Unit Price Contracts for the Contract Items shown]

146th Street and Allisonville Road Force Main					
Contract Item No.	Description (in Words)	Unit	Estimated Quantity	Prices in Figures	
				Unit Price	Total Price for Item
1	MOBILIZATION AND DEMOBILIZATION	LS	1	6,500.00	6,500.00
2	MAINTAINING TRAFFIC	LS	1	6,000.00	6,000.00
3	CONSTRUCTION ENGINEERING	LS	1	10,000.00	10,000.00
4	CLEARING RIGHT OF WAY	LS	1	2,000.00	2,000.00
5	EROSION CONTROL	LS	1	3,500.00	3,500.00
6	2 IN. HDPE DR 11 SANITARY FORCE MAIN	LFT	472	90.00	42,480.00
7	2 IN. EXISTING FORCE MAIN CONNECTION	EA	1	7,000.00	7,000.00
8	2 IN. FORCE MAIN FLUSHING CONNECTION	EA	1	5,500.00	5,500.00
9	FORCE MAIN SERVICE LATERAL	EA	6	4,500.00	27,000.00
10	STANDARD SANITARY MANHOLE, 48 IN.	EA	1	12,000.00	12,000.00
11	6 IN. PVC SDR 26 SANITARY SEWER LATERAL	LFT	74	115.00	8,510.00
12	6 IN. PVC SDR 26 SANITARY CLEANOUT	EA	1	2,000.00	2,000.00
13	8 IN. PVC SDR 26 SANITARY SEWER PIPE	LFT	18	250.00	4,500.00
14	STRUCTURE BACKFILL, FOR SANITARY SEWER	CYS	18	120.00	2,160.00
15	8 IN. X 6 IN. PVC SDR 26 TEE-WYE	EA	2	1,000.00	2,000.00
Base Quote Total					\$141,150.00

146th Street and Allisonville Road
Force Main

CITY OF FISHERS
Itemized Proposal and Declarations

RESOLUTION NO. R011023F

**A RESOLUTION OF THE CITY OF FISHERS
BOARD OF PUBLIC WORKS & SAFETY APPROVING A
QUOTE FOR 146th STREET & ALLISONVILLE FORCE MAIN**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“Fishers”), by and through its municipal sewer utility (“Utility”) is seeking to construct sanitary sewer improvements for the 146th Street & Allisonville Road intersection project, which includes, among other items, modifying existing sewer which conflicts with road construction (the “Project”);

WHEREAS, pursuant to Ind. Code § 36-1-12-4.7, Fishers sought quotes from multiple persons known to deal in the class of work proposed to be done, which is more particularly described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Fishers now desires to award the quote to the lowest responsible and responsive quoter.

NOW THEREFORE, be it resolved by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby awards the quote for the Project to Guardian Utilities, which is more particularly described in Exhibit A, attached hereto and incorporated herein.
- Section 2.** The Board hereby designates the Director of Sewer Utilities to execute the Quote, Agreement between Owner and Contractor, and any and all documents necessary to effectuate the intent of this Resolution.
- Section 3.** This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED by the City of Fishers Board of Public Works & Safety this 10th Day of January, 2023.

**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

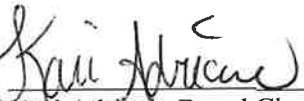
YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:


Kari Adriano, Board Clerk

DATE:

1/10/23

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl

CITY OF FISHERS, INDIANA
AWARD PACKAGE
FOR
146TH STREET AND ALLISONVILLE ROAD
FORCE MAIN

City of Fishers, Indiana
AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this _____ day of _____, 2023, by and between City of Fishers, Three Municipal Drive, Fishers, Indiana 46038 ("Owner") and Guardian Utilities ("Contractor"), for the project described as "146th Street and Allisonville Road Force Main" (the "Project") and more particularly detailed in Appendix A (the "Work")

Owner:

City of Fishers
Three Municipal Drive
Fishers, Indiana 46038

Owner/ Consultant Engineer:

Butler Fairman and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, Indiana 46240

Project Engineer:

Kameryn Wright, P.E
Butler Fairman and Seufert, Inc.

Contractor:

Project:

146th Street and Allisonville Road Force Main

The Owner and Contractor agree as follows:

RECITALS:

- A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a quote proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. Contract Documents. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts/Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. **Enumeration of Contract Documents.** An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures.** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **Taxes.** If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. **Permits, Fees and Notices.** Contractor shall secure and pay for the permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the Work. If Contractor performs Work contrary to laws, statutes, ordinances, codes or rules and regulations, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

1. By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

2. Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

H. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Quoting Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents; and

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor:

- a. employed or retained any company or person, to solicit or secure this Agreement;
- b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the

General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization

status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion within thirty days (30) days after the Contract Time commences to run as provided herein, subject to adjustments authorized by Owner ("Contract Time"). The Work shall be completed and ready for final payment in accordance the General Conditions within sixty days (60) days after the date when the Contract Time commences to run. The term "day" as used in the Contract Documents shall mean

calendar day unless otherwise specifically defined. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Commencement.** It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule.

B. **Overtime.** Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay.** Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$ 500.00) for each day that expires after the time specified herein for

Project Substantial Completion until the Work is otherwise substantially complete. After Project Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$ 500.00) for each day that expires after the time specified herein for completion and readiness for final payment.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide all necessary labor, tools, materials, equipment, services, assume and full all obligations and perform all work required to construction, complete and make ready for use by the Owner at the Unit Prices as provided in the Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions provided therein and in accordance with the Contract Documents in current funds based on the quote prices as set forth in the conformed copy of the Contractor's Quote attached hereto as Appendix E, the sum of One Hundred Forty One Thousand One Hundred Fifty Dollars (words) \$141,150.00 ("Contract Price"), subject to additions, deletions based on actual approved quantities of the respective unit price items, which Contractor agrees to accept as full payment for all the Work actually performed and as accepted and described in the Contract Documents. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the each respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

The Contract Price, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Contract Price may be changed only by Change Order.

Article 7. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in paragraph 2.7 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported

by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.
- b. Progress payment will be made for ninety percent (90%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.
- c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is

hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, the real estate, or contract proceeds by any person claiming that Contractor or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any personal liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship between Owner and them.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the

Contractor an amount sufficient to increase total payments to Contractor to ninety-eight percent (98%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within one hundred twenty (120) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute.

Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 8. Insurance. In addition to the requirements of Article 5 of the General Conditions, Contractor shall name the Owner, and its employees and agents as additional insureds on a primary non-contributory basis in Contractor's Commercial General Liability Policy.

Article 9. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 10. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract

Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 11. Owner's, Contractor's and Engineer's Representations.

10.1 The Owner's Representative is:

Jason Taylor, P.E.

City of Fishers
Three Municipal Drive
Fishers, Indiana 46038

10.2 The Contractor's Representative is:

Brian Lemmer

Guardian Utilities

6125 W 400N

Fairland, Indiana 46126

Article 12. Conflict of Interest

Contractor certifies and warrants to Owner that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect with Owner. For purposes of compliance with I.C. § 36-1-21, Contractor certifies and warrants to Owner that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by I.C. §36-1-21-2, of either the executive body of Owner, a member of the legislative body of the Owner, or a member of the fiscal body of Owner. If Contractor is a relative pursuant to I.C. §36-1-21, it certifies that it has complied with the procedures set forth in I.C. §36-1-21-5.

Article 13. Debarment and Suspension.

Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in I.C. §5-22-16.5.

Article 14. Miscellaneous.

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the City of Fishers. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court

in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments.** Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability.** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. **Rights and Remedies.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries.** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements.** This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the

extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of OWNER to be paid to CONTRACTOR pursuant to this Agreement.

Article 15. Dispute Resolution.

A. **Mediation.** The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Fishers, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. **Litigation.** In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For the purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially of the relief requested in its pleadings, and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Boone County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
CITY OF FISHERS

BY: 

Printed Name: Scott Fadness

Title: Mayor

Date: 1/12/2023

CONTRACTOR:

BY: Brian Lemmer

Printed Name: Brian Lemmer

Title: President

Date: 1/05/2023

ATTEST:

Clerk-Treasurer

Date:

CITY OF FISHERS, INDIANA

APPENDIX A

Project Description

PROJECT: 146th Street and Allisonville Road Force Main

WORK: Construction of 2-inch force main and sanitary manhole, sewer and lateral construction in the vicinity of the intersection of 146th Street and Allisonville Road.

DESIGN BY: Butler Fairman and Seufert, Inc.
8450 Westfield Blvd., Suite 300
Indianapolis, Indiana 46240

CITY OF FISHERS, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-21, inclusive).
2. Addenda issued prior to receipt of quote proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers ____ to ____ inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered 1 through 3, inclusive with each sheet bearing the general title: 146th Street and Allisonville Road Force Main. City of Fishers Standard Construction Details numbered 1 through 29.
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
 - a. Specifications

5. The Additional Requirements;
 - a. _____

 - b. _____

 - c. _____

6. Contractor's Itemized Proposal and Declarations;
7. General Conditions (pages G-1 to G-61, inclusive); and
8. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF FISHERS, INDIANA

APPENDIX C

Scope of Work and Locations (the “Work”)

Work consists of connecting to an existing 2-inch low pressure force main and extending this force main approximately 475 feet along the east side of Allisonville Road just south of 146th Street. Six force main laterals will be installed on this new force main to facilitate homeowners connecting to this main with future low-pressure grinder pumps. Work also consists of setting a new sanitary manhole on an existing gravity sanitary sewer on Lynn Avenue, installing new 8-inch sanitary sewer, and installing sanitary laterals and associated appurtenances for two services located on either side of Lynn Avenue just south of 146th Street.

CITY OF FISHERS, INDIANA

APPENDIX D

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Fishers is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Fishers, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Guardian Private Utility Locating

By (Written Signature) Tammy Lemmer

(Printed Name): Tammy Lemmer

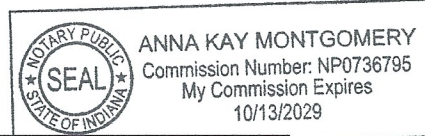
(Title): Operations Manager

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Shelby

SS: _____



Subscribed and sworn to before me this 3 day of January, 2023

My commission expires: 10/13/2029 (Signed): [Signature]

Residing in Shelby County, State Indiana

1986133/15982-10

CITY OF FISHERS, INDIANA
APPENDIX E
Contractor's Itemized Quote Proposal

PART 2
CONTRACT ITEMS AND UNIT PRICES

[This Part to be only for Quoting on Unit Price Contracts for the Contract Items shown]

146th Street and Allisonville Road Force Main					
Contract Item No.	Description (in Words)	Unit	Estimated Quantity	Prices in Figures	
				Unit Price	Total Price for Item
1	MOBILIZATION AND DEMOBILIZATION	LS	1	6,500.00	6,500.00
2	MAINTAINING TRAFFIC	LS	1	6,000.00	6,000.00
3	CONSTRUCTION ENGINEERING	LS	1	10,000.00	10,000.00
4	CLEARING RIGHT OF WAY	LS	1	2,000.00	2,000.00
5	EROSION CONTROL	LS	1	3,500.00	3,500.00
6	2 IN. HDPE DR 11 SANITARY FORCE MAIN	LFT	472	90.00	42,480.00
7	2 IN. EXISTING FORCE MAIN CONNECTION	EA	1	7,000.00	7,000.00
8	2 IN. FORCE MAIN FLUSHING CONNECTION	EA	1	5,500.00	5,500.00
9	FORCE MAIN SERVICE LATERAL	EA	6	4,500.00	27,000.00
10	STANDARD SANITARY MANHOLE, 48 IN.	EA	1	12,000.00	12,000.00
11	6 IN. PVC SDR 26 SANITARY SEWER LATERAL	LFT	74	115.00	8,510.00
12	6 IN. PVC SDR 26 SANITARY CLEANOUT	EA	1	2,000.00	2,000.00
13	8 IN. PVC SDR 26 SANITARY SEWER PIPE	LFT	18	250.00	4,500.00
14	STRUCTURE BACKFILL, FOR SANITARY SEWER	CYS	18	120.00	2,160.00
15	8 IN. X 6 IN. PVC SDR 26 TEE-WYE	EA	2	1,000.00	2,000.00
Base Quote Total					\$141,150.00

146th Street and Allisonville Road
Force Main

CITY OF FISHERS
Itemized Proposal and Declarations



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to approve a Sanitary Sewer Service Agreement for Cove at Thorpe Creek Section 1 residential development			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023G	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	This Agreement is regarding the provision of sanitary sewer service to the proposed Cove at Thorpe Creek Section 1 residential development and the assessment of fees calculated at the rate set forth in Fishers code 51.70 for 43 residential lots. These fees cover plan review, sewer connection, and capacity availability. Cove at Thorpe Creek Section 1 is located on the west side of Florida Road (11988 Florida Road) across from the proposed intersection of Florida Road and Cyntheanne Road.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	There will be long term costs associated with the maintenance of the sanitary infrastructure.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Payment of the fees assessed with this agreement will be made prior to issuing the permit for construction. Construction anticipated in 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this application	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Agreement	

SANITARY SEWER SERVICE AGREEMENT

(COVE AT THORPE CREEK - SECTION 1)

City of Fishers Sewer Utility

This Sanitary Sewer Service Agreement (“Agreement”), made and entered into this 3rd day of January, 2023 (“Effective Date”), is between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and Grand Communities, LLC (“Developer”), and is regarding the provision of sewer service to a new residential development to be generally located at 11988 Florida Road, Fortville, Indiana, 46040, Parcel No.: 13-12-31-00-00-039.000.

RECITALS

A. Developer owns and/or controls approximately 106.86 acres (17.869 acres in Section 1) legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. Developer plans to construct the first phase (including Section 1) of a single-family residential development generally known as cove at Thorpe Creek, which will consist of a total of 43 residential lots.

C. The Developer desires sanitary sewer service for the Property.

D. In order to receive the desired service from Fishers, the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers.

E. Once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property.

F. Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I **RIGHTS AND RESPONSIBILITIES OF FISHERS**

Section 1.1. Specifications for Sewage Facilities. Prior to the beginning of construction, Fishers will provide the Developer with: (i) the locations, at Fishers’ sole discretion, for the Property’s connection to Fishers’ sewer facilities; and (ii) a copy of Fishers’ construction specifications for the construction of applicable and necessary distribution, collection, or other special sewer facilities to be constructed for connection and service to the Property (collectively, the “Utility Facilities”).

Section 1.2. Approval of Plans for and Construction of Utility Facilities. Where applicable, Fishers may review and approve or reject any plans for the Utility Facilities.

Section 1.3. Compliance with Fishers' Specifications. Fishers shall have the authority during all phases of construction and inspection of any applicable Utility Facilities to enter upon the Property to inspect the Utility Facilities (with or without notice) and notify the Developer of any failure of materials or workmanship to meet Fishers' specifications and halt construction of Utility Facilities if Fishers' specifications are not being met. Fishers, in its sole discretion, shall also have the right to direct the Developer to submit change orders to the Developer's contractor to cure any defects in material or workmanship revealed by Fishers' inspection. Fishers may not accept waste from or provide service to the Property until such facilities are completed and any defects cured in accordance with Fishers' construction specifications.

Section 1.4. Provision of Service. Fishers agrees to accept up to three hundred ten (310) gallons per day of wastewater and provide service to the Property for each purchased equivalent dwelling unit ("EDU") of capacity, subject to: (i) timely and full payment by the Developer of all applicable rates and charges; (ii) all ordinances of the City of Fishers, and rules, regulations, and directives within the authority of Fishers; and (iii) compliance by the Developer with all provisions of this Agreement. Fishers will serve the Property following construction of any required facilities, connection, approval by Fishers, and payment of all applicable fees. The Developer's use of Fishers' services must be in conformance with all other applicable agreements and City of Fishers ordinances, rules, regulations, and directives relating to utility service. Fishers shall have the right to terminate this Agreement and use any capacity allocated herein for other customers if the Developer does not complete construction of waste producing structures and connect the Property within ten (10) years, or otherwise breaches the Agreement.

Section 1.5. Rates and Charges. Fishers will impose all of Fishers' prevailing rates and charges, including, but not limited to, the following:

- a. Capacity fees;
- b. Tap fees;
- c. Monthly user rates;
- d. Inspections and plan review fees; and
- e. Any other fees that are subsequently enacted by ordinance.

Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to any property.

Section 1.6. Right to Impose Additional Capacity Fees. Fishers reserves the right to impose additional capacity and other applicable fees in the event the Developer and/or any future owner/tenant changes its anticipated use, expands the Property or use thereof, adds additional structures, and/or hires additional employees which will result in wastewater flows in an amount in excess of the amounts anticipated herein. The amount of the additional fees shall be based upon the increased flows that are anticipated to be generated by the new use, expansion, and/or addition of new employees, and such fees shall be imposed at the rate and charge in effect at that time. Fishers reserves the right to require the Developer and/or any future owner/tenant to install flow meters and/or provide usage data from any and all sources of water supply to the Property.

Section 1.7. Construction and Maintenance of Utility Facilities. Fishers will not be responsible for any portion or cost of the construction and installation of the Utility Facilities, and the parties agree that Fishers will not collect fees or reimburse the Developer for any portion of such costs (including but not limited to subsequent connector fees or other fees from users connecting to the Utility Facilities). Following dedication of any Utility Facilities and acceptance of such dedication by Fishers, Fishers will maintain and operate the accepted Utility Facilities subject to the other terms herein. The Developer (or subsequent property owner, where applicable) will own, maintain, and operate the Utility Facilities not dedicated to Fishers (including but not limited to service laterals).

Section 1.8. Right to Enter the Property. Fishers shall have the right to enter upon the Property and premises at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, Fishers' service, provided that, except in the event of an emergency, Fishers will provide reasonable notice to Developer or any primary occupant of any inspection, repair or replacement prior to entry upon the Property. However, Fishers does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by Fishers.

Section 1.9. Fishers' Liability. Absent gross negligence, Fishers will not be liable for any damage resulting from Fishers' sewer service on and around the Property, including, without limitation, damage caused by events of force majeure. For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Fishers shall further not be liable for service interruptions, which can and do occur. Fishers shall further not be liable for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorney Fees. Fishers is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER

Section 2.1. Cost of Installation and Facilities. The Developer shall be responsible for paying the cost of installing any and all facilities that are necessary for the provision of sanitary sewer service to the Property. When required by Fishers, the property owner shall also install grease traps that are in accordance with Fishers' specifications. The Developer or future property owner/tenant shall further take any other measures Fishers determines to be necessary to prevent excessive strength effluent from entering into Fishers' wastewater collection system. At Fishers' option, any Utility Facilities constructed pursuant to this Agreement may be oversized to meet future demands for service from areas outside the Property. Developer agrees to construct all Utility Facilities to a size or capacity as requested by Fishers. Developer further agrees, at Developer's expense, to terminate the above Utility Facilities at locations within and/or on the perimeter of the Property, as specified by Fishers, to facilitate access for said future service. Developer shall install, at Developer's expense, lateral stubs at locations within the Property specified by Fishers to facilitate access for said future service. Fishers agrees to pay, in accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any gravity main, or in the situation where a force main system is utilized and permitted by Fishers, any force main and related pump station, to a size larger than that necessary to serve the Property,

as determined by Fishers; provided, however, Developer agrees to pay, if requested by Fishers, the costs required to oversize gravity mains to a maximum size of ten inches (10”) in diameter or, in the situation where a force main system is utilized and permitted by Fishers, a size (both force main and pump station) equivalent in capacity to a ten inch (10”) gravity sewer main. A copy of Fishers’ oversizing guidelines are available upon request. The above oversizing costs shall be paid by Fishers upon the Developer’s completion of construction or any respective phase thereof. However, notwithstanding the above, Fishers shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by Fishers Sewer Utility Director.

Section 2.2. Payment of Rates and Charges. The Developer shall be responsible for timely payment of Fishers’ prevailing rates and charges, including: (i) a sewer capacity fee of Two Thousand Four Hundred and no/100 Dollars (\$4,471) per EDU; (ii) a sewer tap fee of Two Hundred Fifty and no/100 Dollars (\$305.00) per tap, exclusive of excavation (assuming no larger than ¾ inch residential meter service), and a plan review fee of One Hundred and no/100 Dollars (\$100.00) per EDU. Fishers understands, based upon the Developer’s representations, that the initial sewer capacity fees shall be based on 43 EDUs. Therefore, the initial capacity, tap, and plan review fees are as follows:

(i)	sewer capacity fees (for 43 lots):	\$192,253
(ii)	sewer tap fees (for 43 taps):	\$13,115
(iii)	plan review fees (for 43 lots):	\$4,300

The capacity, tap, and plan review fees, in the total amount of **Two Hundred Nine Thousand Six Hundred Sixty Eight and no/100 Dollars (\$209,668)**, shall be paid prior to the Effective Date. The Property owner, user, or customer at the time service is provided will be responsible for the respective monthly user fees, or other costs and fees that accrue.

The Developer (or ultimate property owner, user, or customer) will further pay additional tap or capacity fees if applicable based upon then prevailing rates if the Developer and/or any future owner/tenant adds additional taps and/or modifies, expands, or changes its use of the Property so as to discharge more sewage into Fishers’ system, or Fishers otherwise determines that the Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). The Developer (or ultimate property owner, user, or customer) must also pay additional capacity and regional improvement fees if the strength of its sewage exceeds the limits set forth in Fishers’ ordinances. If the Developer places an additional structure on the Property, additional capacity and tap fees will be owed for such structure at the then prevailing rates. Nothing contained herein shall prevent Fishers from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.3. Plan Review and Construction of Utility Facilities. Prior to initiating construction of applicable Utility Facilities, the Developer must provide the plans and specifications for the Utility Facilities to Fishers (and/or its engineer) for review and approval or rejection. Once Fishers (and/or its engineer) approves the plans for the proposed Utility Facilities, the Developer shall install the Utility Facilities in accordance with Fishers’ construction specifications and ordinances and pay the cost of any modifications or revisions that are required to any existing Fishers facilities. The Developer shall pay Fishers’ cost of reviewing the Developer’s plans for the Utility Facilities (as required by Section 2.2 above), inspecting the installation of the Utility Facilities, and performing the testing (as required in Section 2.5 below). The Developer covenants and agrees to pay Fishers’ inspection fees equal to eight

percent (8%) of the actual documented costs of constructing the Utility Facilities, or respective phase thereof, which inspection fees shall be paid upon completion of construction of the Utility Facilities. To allow Fishers to determine inspection fees due and to properly account for the costs of the Utility Facilities, Developer shall provide Fishers with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Utility Facilities or phase thereof. The construction cost documentation shall be provided by the Developer on a monthly basis, or as otherwise approved by Fishers, as construction proceeds. The Developer will also be responsible for obtaining all applicable easements, permits, approvals, and consents required and in a form approved by Fishers for the construction of the Utility Facilities.

Section 2.4. Sampling and Flow Measuring Manholes. The Developer will install sampling and flow measuring manholes (“Manholes”) at locations on the Property that are easily accessible by Fishers. Fishers will have access to the Manholes to sample and measure the flow from the Property.

Section 2.5. Testing and As-Built Drawings. The Developer will test any Utility Facilities as required by Fishers’ construction standards and remedy any deficiencies as required by Fishers. Upon completion of the testing (and remediation of all deficiencies), the Developer will provide Fishers with three (3) sets of as-built drawings and copy of the electronic CAD files at a scale of 1” = 100’ showing the location of any Utility Facilities, including the taps.

Section 2.6. Bond and Developer Ownership of Utility Facilities During Maintenance Period. Prior to the dedication of any applicable Utility Facilities, the Developer must provide a three (3) year maintenance bond covering material and labor in an amount equal to twenty percent (20%) of the total cost of the Utility Facilities with a surety in terms that are acceptable to Fishers. During the three (3) year maintenance bond period, the Developer shall own the Utility Facilities or the respective phase thereof. Fishers shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Utility Facilities or the respective phase thereof. The Developer, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Utility Facilities or the respective phase thereof, including but not limited to labor, materials and taxes. For so long as the Developer owns the Utility Facilities or any respective phase or any portions thereof, Developer shall remain obligated for all costs to repair and/or replace the Utility Facilities in accordance with Fishers’ construction specifications, as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, shall be performed by Fishers or its contractor and the documents costs thereof reimbursed to Fishers by Developer. To the extent any repairs are not covered by the maintenance bond, the Developer shall be responsible for the expense of repair, replacement, and/or maintenance that occurs, either prior to acceptance of the Utility Facilities by Fishers or within the three (3) years the maintenance bond is in effect.

Section 2.7. Dedication of Utility Facilities and Easements. After the completion of the three (3) year maintenance bond period, the Developer agrees to dedicate the applicable distribution and transmission Utility Facilities, exclusive of any service laterals, to Fishers after final inspection by Fishers, interconnection of the Utility Facilities to Fishers’ facilities, and acceptance of the same in Fishers’ sole discretion. The dedication of Utility Facilities shall occur by the execution of a Bill of Sale in the form required by Fishers, a copy of which is attached as Exhibit B. The Developer shall also provide adequate and necessary easements for all Utility Facilities and related facilities in a form required by Fishers and shall record all necessary documents in the Hamilton County Recorder’s Office in Fishers’ name. The Developer shall ensure that all facilities are located within the easements as

approved by Fishers (and not within the right-of-way except for road crossings) and shall be responsible for indemnifying Fishers and all costs associated with relocating facilities and/or easements in the event the facilities are not located within the easements.

Section 2.8. Indemnification of Fishers. Prior to beginning construction, the Developer must provide Fishers with certification that Fishers is an additional named insured on a policy insuring Fishers against any and all claims for personal injury or property damage resulting from construction of any utility facilities. The Developer shall further indemnify and hold harmless Fishers against any and all such claims; and indemnify Fishers for all reasonable costs, including but not limited to reasonable attorneys' fees, incurred by Fishers as a result of any and all such claims.

Section 2.9. Use of Fishers' System. The Developer agrees to obtain sanitary sewer service only from Fishers; however, the Developer will refrain from discharging or using Fishers' sewer systems in any way which inhibits Fishers from providing service or causes damage to Fishers' facilities. The Developer is prohibited from working on or altering Fishers' facilities and the Developer will not permit or allow the unauthorized connection or extension of its facilities or any part of Fishers' system.

Section 2.10. Additional Easements. The Developer (and its successors and assigns) agrees to provide additional sanitary sewer easements (in, over, and across the Property) without additional compensation, and in a form reasonably acceptable to Fishers, to facilitate the provision of sewer service to future users in and around the Property to the extent such is necessary or appropriate for the use by future users. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Property.

Section 2.11. Waiver of Annexation. In exchange for the benefits bestowed upon the Property by Fishers' provision of the desired service, the Developer hereby releases and waives all rights to remonstrate against any annexation(s) by Fishers, for itself and its successors and assigns.

ARTICLE III **MISCELLANEOUS**

Section 3.1. Legal Description for Property. The Developer represents that the legal description attached hereto as Exhibit A and incorporated herein by reference is a true and accurate legal description of the Property.

Section 3.2. Binding on Successors and Assigns. The parties agree that Fishers' service touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.

Section 3.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties pertaining to the subject matter hereof.

Section 3.4. Amendment and Waiver. Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 3.5. Counterparts. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

Section 3.6. Recordation. Developer and Fishers shall execute a memorandum of this Agreement, attached as Exhibit C, which shall be recorded by Developer. Fishers may further record this Agreement at Fishers' option, and Developer will execute all documents reasonably requested by Fishers for such recording.

Section 3.7. Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 3.8. Captions. The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

Section 3.9. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to Fishers or the Developer in writing to the addresses set forth below:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Christopher P. Greisl City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Grand Communities, LLC Attn:

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Section 3.10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 3.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

[Signatures on Following Pages]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

"DEVELOPER"

Grand Communities, LLC

By: *Paul Munoz*

Printed: Paul Munoz

Title: Land Development Manager

STATE OF INDIANA)
COUNTY OF Howard) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul Munoz, by me known to be the Dev. Manager of Grand Communities, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this 3rd day of Jan, 2023

Melissa Ann Neumann
Notary Public

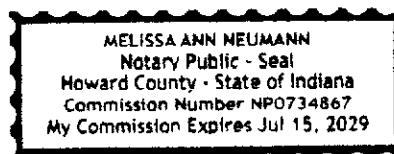
Melissa Ann Neumann
(Printed Signature)

My Commission Expires:

7-15-2029

My County of Residence:

Howard



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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit A

[Legal Description of the Property]

Cove at Thorpe Creek – Section 1

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST, OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHEAST CORNER OF SAID QUARTER-SECTION AND THENCE RUNNING SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST (BEARINGS BASED ON STATE PLANE COORDINATES) ALONG THE EAST LINE OF SAID QUARTER-SECTION 330.00 FEET TO THE NORTHEAST CORNER OF A DEDICATION OF PUBLIC RIGHT OF WAY, RECORDED AS INSTRUMENT NUMBER 2022-049940 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THE NEXT THREE (3) COURSES FOLLOW THE NORTH, WEST AND SOUTH LINES THEREOF; 1) THENCE SOUTH 89 DEGREES 35 MINUTES 46 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT, 2) THENCE SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 537.98 FEET; 3) THENCE SOUTH 89 DEGREES 52 MINUTES 18 SECONDS EAST 20.00 FEET TO THE NORTHWEST CORNER OF A DEDICATION OF PUBLIC RIGHT OF WAY, RECORDED AS INSTRUMENT NUMBER 2022-053889 IN THE OFFICE OF SAID RECORDER, THE NEXT TWO (3) COURSES FOLLOW THE WEST AND SOUTH LINES THEREOF; 1) THENCE SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 656.37 FEET; 2) THENCE SOUTH 89 DEGREES 47 MINUTES 08 SECONDS EAST 40.00 FEET TO THE EAST LINE OF SAID QUARTER-SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER-SECTION SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 232.58 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST 60.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 12 MINUTES 52 SECONDS WEST 428.19 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 37 SECONDS WEST 214.27 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 33 SECONDS WEST 11.05 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 37 SECONDS WEST 125.91 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 33 SECONDS EAST 79.91 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 53 SECONDS WEST 496.03 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 159.99 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS WEST 11.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 50.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 27 SECONDS EAST 5.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 130.00 FEET; THENCE NORTH 10 DEGREES 18 MINUTES 34 SECONDS EAST 66.04 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 143.31 FEET; THENCE NORTH 28 DEGREES 28 MINUTES 07 SECONDS EAST 224.24 FEET; THENCE NORTH 85 DEGREES 27 MINUTES 57 SECONDS EAST 31.43 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 45 SECONDS EAST 210.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 17 SECONDS WEST 130.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 43 SECONDS WEST 48.62 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 17 SECONDS WEST 190.12 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 46 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER-SECTION 590.26 FEET TO THE POINT OF BEGINNING CONTAINING 17.869 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

Exhibit B

[Bill of Sale]

Deed Cross-Reference: _____

BILL OF SALE AND EASEMENT DEDICATION

(Cove at Thorpe Creek – Section 1)

THIS BILL OF SALE AND EASEMENT DEDICATION (the “Bill of Sale”) is executed and delivered as of the ____ day of _____, 20____, by Grand Communities, LLC (“Developer”), to and in favor of the City of Fishers, Hamilton County, Indiana (“City”).

RECITALS:

A. Developer is the owner of and/or controls certain real property located in Hamilton County, Indiana, that is more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the “Property”).

B. Developer and City entered into a Sanitary Sewer Service Agreement dated _____, _____ (the “Agreement”), pursuant to which City agreed to provide sanitary sewer service to Developer’s proposed development.

C. In order to receive service for the Property, Developer agreed in the Agreement to extend the City’s sewage collection facilities (“Utility Facilities”) to the Property.

D. As part of the Agreement, Developer also agreed to dedicate the Utility Facilities to the City upon their completion and satisfactory inspection by the City.

E. Developer now desires to dedicate and transfer the Utility Facilities to the City.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) paid Developer by City and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer agrees as follows:

1. Defined Terms. All capitalized terms used but not defined in this Bill of Sale, shall have the meaning ascribed in the Agreement.
2. Transfers. Developer hereby sells, transfers, and conveys the Utility Facilities to the City and its successors and assigns. Developer represents and warrants to the City that: (i) it has the right, power, and authority to transfer the Utility Facilities to the City, without obtaining the consent of any third party whose consent has not been obtained and written evidence thereof furnished to the City; (ii) the Utility Facilities are free of all liens and encumbrances of any nature whatsoever; and (iii) Developer has received

all necessary permits and approvals for the Utility Facilities, and such permits and approvals are final and no longer subject to appeal.

3. Easements. To the extent that the Utility Facilities are not located within the Easements dedicated to the City as required by the Agreement, Developer hereby gives, grants, warrants, and conveys to the City, its successors and assigns, a permanent easement lying 7 ½ feet along either side of the Utility Facilities (i.e., for a total of 15 feet) to construct, operate, inspect, maintain, and remove mains, ducts, or other related utility structures that are part of the Utility Facilities (“Easement Grant”). The Easement Grant shall include the right of the City, its employees, agents, and contractors to ingress and egress over the Property to accomplish the purposes set forth herein. Developer further represents and warrants to the City that it has the right and necessary authorization to enter into this Easement Grant, and that there are no encumbrances, liens, contracts, or options of any kind or character upon the Property which would prevent Developer from granting, warranting, and conveying to the City this Easement Grant.
4. Further Representations and Warranties. Developer hereby represents and warrants to the City that the City hereby has and will have the necessary access to operate, maintain, replace, and/or expand the Utility Facilities. To the extent necessary, Developer agrees to execute whatever documents necessary to ensure that the City has the requisite access to operate and maintain the Utility Facilities. The certified original cost of the Utility Facilities to be dedicated to the City under this Bill of Sale is _____ (\$_____).
5. Binding on Successors and Assigns. The parties agree that the City’s service touches and concerns the land and the terms of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns.

IN WITNESS WHEREOF, Developer has caused this Bill of Sale to be executed as of the day and year first above written.

[Signature on Following Page]

Exhibit C

[Memorandum of Agreement]

MEMORANDUM OF AGREEMENT

(Cove at Thorpe Creek – Section 1)

This MEMORANDUM OF AGREEMENT (“Memorandum”), made and entered into this 3rd day of January, 2023, is by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and Grand Communities, LLC (“Developer”).

RECITALS:

A. Fishers and Developer have entered into a Sanitary Sewer Service Agreement dated as of an even date herewith (“Service Agreement”).

B. Developer represents that it owns or controls certain real estate consisting of approximately 106.86 acres (17.869 acres in Section 1) as described on the attached Exhibit 1 (the “Development”).

C. The Service Agreement describes the terms and conditions upon which Fishers will provide sewer service to the Development.

D. Fishers and Developer desire to enter into and record this Memorandum acknowledging the existence of the rights and obligations of Fishers and Developer, and their grantees, successors, and assigns, with respect to the provision of sewer service to the Development.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Incorporation. The above and foregoing Recitals, including any defined term set forth therein, are hereby incorporated into and made a part of this Memorandum as if more fully restated herein.

2. Recordation. Upon final execution of this Memorandum, Developer will record this Memorandum at its cost in the chain-of-title for the Development.

3. Binding on Successors and Assigns. This Memorandum and the Service Agreement touch and concern the Development and shall be binding on Fishers and Developer’s successors and assigns, including, without limitation, any future tenants or purchasers of the respective properties. Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to the property.

4. Annexation Waiver. The Service Agreement expressly includes the waiver of any right to remonstrate against future annexation(s) by Fishers, which runs with the land and is binding upon Developer and its successors and assigns.

5. Easements. In addition to the other terms and conditions in the Service Agreement, the Service Agreement includes a requirement that the Developer and its successors and assigns agree to provide additional sewer easements (in, over, and across the Development) to facilitate the provision of

sewer service to future users in and around the Development. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Development.

6. Information. Any person or entity desiring to obtain additional information about the terms and conditions upon which Fishers and Developer have agreed to extend sewer and water service to the Development may contact:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Christopher P. Greisl City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Grand Communities, LLC Attn:

7. Memorandum. This Memorandum is prepared for recording to put all persons on notice of the existence of the Service Agreement and the rights and obligations of Fishers and Developer under such Service Agreement. Nothing contained herein shall be deemed to amend or modify the Service Agreement, and all terms set forth herein are subject to the terms and conditions of the Service Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed by its duly authorized representatives the day and year first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director of the City of Fishers, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

"DEVELOPER"

Grand Communities, LLC

By: 

Printed: Paul Munoz

Its: _____

STATE OF INDIANA)
COUNTY OF Howard) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul MUNOZ, by me known to be the Developer + Manager of Grand Communities, LLC, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this 3rd day of Jan, 2023

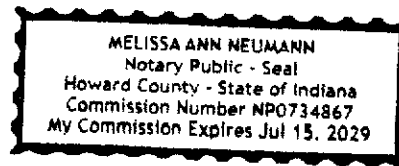

Notary Public
Melissa Ann Neumann
(Printed Signature)

My Commission Expires:

7-15-2029

My County of Residence:

Howard



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. Christopher P. Greisl

This instrument prepared by and after recording return to Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

EXHIBIT 1

[Legal Description of Property]

Cove at Thorpe Creek – Section 1

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST, OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHEAST CORNER OF SAID QUARTER-SECTION AND THENCE RUNNING SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST (BEARINGS BASED ON STATE PLANE COORDINATES) ALONG THE EAST LINE OF SAID QUARTER-SECTION 330.00 FEET TO THE NORTHEAST CORNER OF A DEDICATION OF PUBLIC RIGHT OF WAY, RECORDED AS INSTRUMENT NUMBER 2022-049940 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THE NEXT THREE (3) COURSES FOLLOW THE NORTH, WEST AND SOUTH LINES THEREOF; 1) THENCE SOUTH 89 DEGREES 35 MINUTES 46 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT, 2) THENCE SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 537.98 FEET; 3) THENCE SOUTH 89 DEGREES 52 MINUTES 18 SECONDS EAST 20.00 FEET TO THE NORTHWEST CORNER OF A DEDICATION OF PUBLIC RIGHT OF WAY, RECORDED AS INSTRUMENT NUMBER 2022-053889 IN THE OFFICE OF SAID RECORDER, THE NEXT TWO (3) COURSES FOLLOW THE WEST AND SOUTH LINES THEREOF; 1) THENCE SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 656.37 FEET; 2) THENCE SOUTH 89 DEGREES 47 MINUTES 08 SECONDS EAST 40.00 FEET TO THE EAST LINE OF SAID QUARTER-SECTION; THENCE ALONG THE EAST LINE OF SAID QUARTER-SECTION SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 232.58 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST 60.00 FEET; THENCE PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 12 MINUTES 52 SECONDS WEST 428.19 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 37 SECONDS WEST 214.27 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 33 SECONDS WEST 11.05 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 37 SECONDS WEST 125.91 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 33 SECONDS EAST 79.91 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 53 SECONDS WEST 496.03 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 159.99 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS WEST 11.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 50.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 27 SECONDS EAST 5.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 130.00 FEET; THENCE NORTH 10 DEGREES 18 MINUTES 34 SECONDS EAST 66.04 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 33 SECONDS WEST 143.31 FEET; THENCE NORTH 28 DEGREES 28 MINUTES 07 SECONDS EAST 224.24 FEET; THENCE NORTH 85 DEGREES 27 MINUTES 57 SECONDS EAST 31.43 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 45 SECONDS EAST 210.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 17 SECONDS WEST 130.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 43 SECONDS WEST 48.62 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 17 SECONDS WEST 190.12 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 46 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER-SECTION 590.26 FEET TO THE POINT OF BEGINNING CONTAINING 17.869 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

RESOLUTION NO. R011023G

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SANITARY SEWER AGREEMENT
(COVE AT THORPE CREEK – SECTION 1)**

WHEREAS, Grand Communities, LLC (“Developer”), is developing a new residential development to be generally located at 11988 Florida Road, Fortville, Indiana, 46040, Parcel No.: 13-12-31-00-00-039.000, containing approximately 17.869 acres (the “Property”);

WHEREAS, Developer plans to construct the single-family residential development generally known as “Cove at Thorpe Creek”, which will consist of a total of 43 residential lots;

WHEREAS, Developer desires sanitary sewer service for the Property;

WHEREAS, in order to receive the desired service from the City of Fishers, by and through its municipal sewer utility (“Fishers”), the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers;

WHEREAS, once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property;

WHEREAS, Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities; and

WHEREAS, Fishers desires to provide sanitary service to the Property subject to the execution of a certain Sanitary Sewer Service Agreement (“Agreement”), which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Agreement in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Fishers Sewer Utility Director to enter into and execute the Agreement and any and all documents in furtherance of the Agreement.
- Section 3.** This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 10th day of January, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to approve a Sanitary Sewer Service Agreement for Cove at Thorpe Creek Section 2 residential development			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023H	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	This Agreement is regarding the provision of sanitary sewer service to the proposed Cove at Thorpe Creek Section 2 residential development and the assessment of fees calculated at the rate set forth in Fishers code 51.70 for 22 residential lots. These fees cover plan review, sewer connection, and capacity availability. Cove at Thorpe Creek Section 2 is located on the north side of the proposed Cyntheanne Road extension to Florida Road approximately 750 feet east of Florida Road.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	There will be long term costs associated with the maintenance of the sanitary infrastructure.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Payment of the fees assessed with this agreement will be made prior to issuing the permit for construction. Construction anticipated in 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this application	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Agreement	

SANITARY SEWER SERVICE AGREEMENT

(COVE AT THORPE CREEK - SECTION 2)

City of Fishers Sewer Utility

This Sanitary Sewer Service Agreement (“Agreement”), made and entered into this 3rd day of January, 2023 (“Effective Date”), is between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and Grand Communities, LLC (“Developer”), and is regarding the provision of sewer service to a new residential development to be generally located at 11988 Florida Road, Fortville, Indiana, 46040, Parcel No. 13-12-31-00-00-030.000.

RECITALS

A. Developer owns and/or controls approximately 106.86 acres (8.65 acres in Section 2) legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. Developer plans to construct the first phase (including Section 2) of a single-family residential development generally known as cove at Thorpe Creek, which will consist of a total of 22 residential lots.

C. The Developer desires sanitary sewer service for the Property.

D. In order to receive the desired service from Fishers, the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers.

E. Once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property.

F. Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I **RIGHTS AND RESPONSIBILITIES OF FISHERS**

Section 1.1. Specifications for Sewage Facilities. Prior to the beginning of construction, Fishers will provide the Developer with: (i) the locations, at Fishers’ sole discretion, for the Property’s connection to Fishers’ sewer facilities; and (ii) a copy of Fishers’ construction specifications for the construction of applicable and necessary distribution, collection, or other special sewer facilities to be constructed for connection and service to the Property (collectively, the “Utility Facilities”).

Section 1.2. Approval of Plans for and Construction of Utility Facilities. Where applicable, Fishers may review and approve or reject any plans for the Utility Facilities.

Section 1.3. Compliance with Fishers' Specifications. Fishers shall have the authority during all phases of construction and inspection of any applicable Utility Facilities to enter upon the Property to inspect the Utility Facilities (with or without notice) and notify the Developer of any failure of materials or workmanship to meet Fishers' specifications and halt construction of Utility Facilities if Fishers' specifications are not being met. Fishers, in its sole discretion, shall also have the right to direct the Developer to submit change orders to the Developer's contractor to cure any defects in material or workmanship revealed by Fishers' inspection. Fishers may not accept waste from or provide service to the Property until such facilities are completed and any defects cured in accordance with Fishers' construction specifications.

Section 1.4. Provision of Service. Fishers agrees to accept up to three hundred ten (310) gallons per day of wastewater and provide service to the Property for each purchased equivalent dwelling unit ("EDU") of capacity, subject to: (i) timely and full payment by the Developer of all applicable rates and charges; (ii) all ordinances of the City of Fishers, and rules, regulations, and directives within the authority of Fishers; and (iii) compliance by the Developer with all provisions of this Agreement. Fishers will serve the Property following construction of any required facilities, connection, approval by Fishers, and payment of all applicable fees. The Developer's use of Fishers' services must be in conformance with all other applicable agreements and City of Fishers ordinances, rules, regulations, and directives relating to utility service. Fishers shall have the right to terminate this Agreement and use any capacity allocated herein for other customers if the Developer does not complete construction of waste producing structures and connect the Property within ten (10) years, or otherwise breaches the Agreement.

Section 1.5. Rates and Charges. Fishers will impose all of Fishers' prevailing rates and charges, including, but not limited to, the following:

- a. Capacity fees;
- b. Tap fees;
- c. Monthly user rates;
- d. Inspections and plan review fees; and
- e. Any other fees that are subsequently enacted by ordinance.

Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to any property.

Section 1.6. Right to Impose Additional Capacity Fees. Fishers reserves the right to impose additional capacity and other applicable fees in the event the Developer and/or any future owner/tenant changes its anticipated use, expands the Property or use thereof, adds additional structures, and/or hires additional employees which will result in wastewater flows in an amount in excess of the amounts anticipated herein. The amount of the additional fees shall be based upon the increased flows that are anticipated to be generated by the new use, expansion, and/or addition of new employees, and such fees shall be imposed at the rate and charge in effect at that time. Fishers reserves the right to require the Developer and/or any future owner/tenant to install flow meters and/or provide usage data from any and all sources of water supply to the Property.

Section 1.7. Construction and Maintenance of Utility Facilities. Fishers will not be responsible for any portion or cost of the construction and installation of the Utility Facilities, and the parties agree that Fishers will not collect fees or reimburse the Developer for any portion of such costs (including but not limited to subsequent connector fees or other fees from users connecting to the Utility Facilities). Following dedication of any Utility Facilities and acceptance of such dedication by Fishers, Fishers will maintain and operate the accepted Utility Facilities subject to the other terms herein. The Developer (or subsequent property owner, where applicable) will own, maintain, and operate the Utility Facilities not dedicated to Fishers (including but not limited to service laterals).

Section 1.8. Right to Enter the Property. Fishers shall have the right to enter upon the Property and premises at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, Fishers' service, provided that, except in the event of an emergency, Fishers will provide reasonable notice to Developer or any primary occupant of any inspection, repair or replacement prior to entry upon the Property. However, Fishers does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by Fishers.

Section 1.9. Fishers' Liability. Absent gross negligence, Fishers will not be liable for any damage resulting from Fishers' sewer service on and around the Property, including, without limitation, damage caused by events of force majeure. For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Fishers shall further not be liable for service interruptions, which can and do occur. Fishers shall further not be liable for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorney Fees. Fishers is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER

Section 2.1. Cost of Installation and Facilities. The Developer shall be responsible for paying the cost of installing any and all facilities that are necessary for the provision of sanitary sewer service to the Property. When required by Fishers, the property owner shall also install grease traps that are in accordance with Fishers' specifications. The Developer or future property owner/tenant shall further take any other measures Fishers determines to be necessary to prevent excessive strength effluent from entering into Fishers' wastewater collection system. At Fishers' option, any Utility Facilities constructed pursuant to this Agreement may be oversized to meet future demands for service from areas outside the Property. Developer agrees to construct all Utility Facilities to a size or capacity as requested by Fishers. Developer further agrees, at Developer's expense, to terminate the above Utility Facilities at locations within and/or on the perimeter of the Property, as specified by Fishers, to facilitate access for said future service. Developer shall install, at Developer's expense, lateral stubs at locations within the Property specified by Fishers to facilitate access for said future service. Fishers agrees to pay, in accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any gravity main, or in the situation where a force main system is utilized and permitted by Fishers, any force main and related pump station, to a size larger than that necessary to serve the Property,

as determined by Fishers; provided, however, Developer agrees to pay, if requested by Fishers, the costs required to oversize gravity mains to a maximum size of ten inches (10'') in diameter or, in the situation where a force main system is utilized and permitted by Fishers, a size (both force main and pump station) equivalent in capacity to a ten inch (10'') gravity sewer main. A copy of Fishers' oversizing guidelines are available upon request. The above oversizing costs shall be paid by Fishers upon the Developer's completion of construction or any respective phase thereof. However, notwithstanding the above, Fishers shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by Fishers Sewer Utility Director.

Section 2.2. Payment of Rates and Charges. The Developer shall be responsible for timely payment of Fishers' prevailing rates and charges, including: (i) a sewer capacity fee of Two Thousand Four Hundred and no/100 Dollars (\$4,471) per EDU; (ii) a sewer tap fee of Two Hundred Fifty and no/100 Dollars (\$305.00) per tap, exclusive of excavation (assuming no larger than ¾ inch residential meter service), and a plan review fee of One Hundred and no/100 Dollars (\$100.00) per EDU. Fishers understands, based upon the Developer's representations, that the initial sewer capacity fees shall be based on 22 EDUs. Therefore, the initial capacity, tap, and plan review fees are as follows:

(i)	sewer capacity fees (for 22 lots):	\$98,362
(ii)	sewer tap fees (for 22 taps):	\$6,710
(iii)	plan review fees (for 22 lots):	\$2,200

The capacity, tap, and plan review fees, in the total amount of **One Hundred Seven Thousand Two Hundred Seventy Two and no/100 Dollars (\$107,272)**, shall be paid prior to the Effective Date. The Property owner, user, or customer at the time service is provided will be responsible for the respective monthly user fees, or other costs and fees that accrue.

The Developer (or ultimate property owner, user, or customer) will further pay additional tap or capacity fees if applicable based upon then prevailing rates if the Developer and/or any future owner/tenant adds additional taps and/or modifies, expands, or changes its use of the Property so as to discharge more sewage into Fishers' system, or Fishers otherwise determines that the Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). The Developer (or ultimate property owner, user, or customer) must also pay additional capacity and regional improvement fees if the strength of its sewage exceeds the limits set forth in Fishers' ordinances. If the Developer places an additional structure on the Property, additional capacity and tap fees will be owed for such structure at the then prevailing rates. Nothing contained herein shall prevent Fishers from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.3. Plan Review and Construction of Utility Facilities. Prior to initiating construction of applicable Utility Facilities, the Developer must provide the plans and specifications for the Utility Facilities to Fishers (and/or its engineer) for review and approval or rejection. Once Fishers (and/or its engineer) approves the plans for the proposed Utility Facilities, the Developer shall install the Utility Facilities in accordance with Fishers' construction specifications and ordinances and pay the cost of any modifications or revisions that are required to any existing Fishers facilities. The Developer shall pay Fishers' cost of reviewing the Developer's plans for the Utility Facilities (as required by Section 2.2 above), inspecting the installation of the Utility Facilities, and performing the testing (as required in Section 2.5 below). The Developer covenants and agrees to pay Fishers' inspection fees equal to eight

percent (8%) of the actual documented costs of constructing the Utility Facilities, or respective phase thereof, which inspection fees shall be paid upon completion of construction of the Utility Facilities. To allow Fishers to determine inspection fees due and to properly account for the costs of the Utility Facilities, Developer shall provide Fishers with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Utility Facilities or phase thereof. The construction cost documentation shall be provided by the Developer on a monthly basis, or as otherwise approved by Fishers, as construction proceeds. The Developer will also be responsible for obtaining all applicable easements, permits, approvals, and consents required and in a form approved by Fishers for the construction of the Utility Facilities.

Section 2.4. Sampling and Flow Measuring Manholes. The Developer will install sampling and flow measuring manholes (“Manholes”) at locations on the Property that are easily accessible by Fishers. Fishers will have access to the Manholes to sample and measure the flow from the Property.

Section 2.5. Testing and As-Built Drawings. The Developer will test any Utility Facilities as required by Fishers’ construction standards and remedy any deficiencies as required by Fishers. Upon completion of the testing (and remediation of all deficiencies), the Developer will provide Fishers with three (3) sets of as-built drawings and copy of the electronic CAD files at a scale of 1” = 100’ showing the location of any Utility Facilities, including the taps.

Section 2.6. Bond and Developer Ownership of Utility Facilities During Maintenance Period. Prior to the dedication of any applicable Utility Facilities, the Developer must provide a three (3) year maintenance bond covering material and labor in an amount equal to twenty percent (20%) of the total cost of the Utility Facilities with a surety in terms that are acceptable to Fishers. During the three (3) year maintenance bond period, the Developer shall own the Utility Facilities or the respective phase thereof. Fishers shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Utility Facilities or the respective phase thereof. The Developer, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Utility Facilities or the respective phase thereof, including but not limited to labor, materials and taxes. For so long as the Developer owns the Utility Facilities or any respective phase or any portions thereof, Developer shall remain obligated for all costs to repair and/or replace the Utility Facilities in accordance with Fishers’ construction specifications, as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, shall be performed by Fishers or its contractor and the documents costs thereof reimbursed to Fishers by Developer. To the extent any repairs are not covered by the maintenance bond, the Developer shall be responsible for the expense of repair, replacement, and/or maintenance that occurs, either prior to acceptance of the Utility Facilities by Fishers or within the three (3) years the maintenance bond is in effect.

Section 2.7. Dedication of Utility Facilities and Easements. After the completion of the three (3) year maintenance bond period, the Developer agrees to dedicate the applicable distribution and transmission Utility Facilities, exclusive of any service laterals, to Fishers after final inspection by Fishers, interconnection of the Utility Facilities to Fishers’ facilities, and acceptance of the same in Fishers’ sole discretion. The dedication of Utility Facilities shall occur by the execution of a Bill of Sale in the form required by Fishers, a copy of which is attached as Exhibit B. The Developer shall also provide adequate and necessary easements for all Utility Facilities and related facilities in a form required by Fishers and shall record all necessary documents in the Hamilton County Recorder’s Office in Fishers’ name. The Developer shall ensure that all facilities are located within the easements as

approved by Fishers (and not within the right-of-way except for road crossings) and shall be responsible for indemnifying Fishers and all costs associated with relocating facilities and/or easements in the event the facilities are not located within the easements.

Section 2.8. Indemnification of Fishers. Prior to beginning construction, the Developer must provide Fishers with certification that Fishers is an additional named insured on a policy insuring Fishers against any and all claims for personal injury or property damage resulting from construction of any utility facilities. The Developer shall further indemnify and hold harmless Fishers against any and all such claims; and indemnify Fishers for all reasonable costs, including but not limited to reasonable attorneys' fees, incurred by Fishers as a result of any and all such claims.

Section 2.9. Use of Fishers' System. The Developer agrees to obtain sanitary sewer service only from Fishers; however, the Developer will refrain from discharging or using Fishers' sewer systems in any way which inhibits Fishers from providing service or causes damage to Fishers' facilities. The Developer is prohibited from working on or altering Fishers' facilities and the Developer will not permit or allow the unauthorized connection or extension of its facilities or any part of Fishers' system.

Section 2.10. Additional Easements. The Developer (and its successors and assigns) agrees to provide additional sanitary sewer easements (in, over, and across the Property) without additional compensation, and in a form reasonably acceptable to Fishers, to facilitate the provision of sewer service to future users in and around the Property to the extent such is necessary or appropriate for the use by future users. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Property.

Section 2.11. Waiver of Annexation. In exchange for the benefits bestowed upon the Property by Fishers' provision of the desired service, the Developer hereby releases and waives all rights to remonstrate against any annexation(s) by Fishers, for itself and its successors and assigns.

ARTICLE III **MISCELLANEOUS**

Section 3.1. Legal Description for Property. The Developer represents that the legal description attached hereto as Exhibit A and incorporated herein by reference is a true and accurate legal description of the Property.

Section 3.2. Binding on Successors and Assigns. The parties agree that Fishers' service touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.

Section 3.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties pertaining to the subject matter hereof.

Section 3.4. Amendment and Waiver. Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 3.5. Counterparts. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

Section 3.6. Recordation. Developer and Fishers shall execute a memorandum of this Agreement, attached as Exhibit C, which shall be recorded by Developer. Fishers may further record this Agreement at Fishers' option, and Developer will execute all documents reasonably requested by Fishers for such recording.

Section 3.7. Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 3.8. Captions. The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

Section 3.9. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to Fishers or the Developer in writing to the addresses set forth below:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Christopher P. Greisl City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Grand Communities, LLC Attn:

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Section 3.10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 3.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

[Signatures on Following Pages]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

"DEVELOPER"

Grand Communities, LLC

By: Paul Munoz

Printed: Paul Munoz

Title: Land Development Manager

STATE OF INDIANA)
COUNTY OF Howard) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul Munoz, by me known to be the Development of Grand Communities, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this 3rd day of Jan, 2023

Melissa Ann Neumann
Notary Public

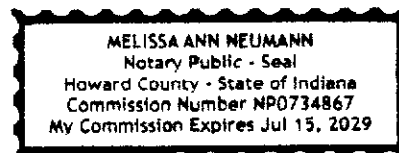
Melissa Ann Neumann
(Printed Signature)

My Commission Expires:

7-15-2029

My County of Residence:

Howard



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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit A

[Legal Description of the Property]

Cove at Thorpe Creek – Section 2

PART OF THE SOUTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST, IN HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST; THENCE ON THE WEST LINE OF SAID NORTHEAST QUARTER NORTH 00 DEGREES 23 MINUTES 03 SECONDS WEST 0.81 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 03 SECONDS EAST 60.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 314.49 FEET; THENCE SOUTH 11 DEGREES 59 MINUTES 53 SECONDS EAST 167.16 FEET; THENCE SOUTH 42 DEGREES 45 MINUTES 08 SECONDS EAST 156.18 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 02 SECONDS EAST 455.18 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 44 DEGREES 42 MINUTES 13 SECONDS EAST 56.52 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 36 SECONDS WEST 123.84 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 39 MINUTES 24 SECONDS WEST 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 38 SECONDS 39.26 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 37 SECONDS WEST 50.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 23 SECONDS EAST 23.90 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 33 SECONDS WEST 355.20 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 03 SECONDS WEST 631.06 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE ON THE EAST LINE OF SAID WEST HALF SOUTH 00 DEGREES 14 MINUTES 49 SECONDS EAST 594.75 FEET TO THE NORTHEAST CORNER OF A DEDICATION OF PUBLIC RIGHT OF WAY, RECORDED AS INSTRUMENT NUMBER 2022-049886 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THE NEXT COURSE FOLLOWS THE NORTH LINE THEREOF; THENCE SOUTH 89 DEGREES 45 MINUTES 02 SECONDS WEST 669.22 FEET TO THE POINT OF BEGINNING, CONTAINING 8.650 ACRES MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

Exhibit B

[Bill of Sale]

Deed Cross-Reference: _____

BILL OF SALE AND EASEMENT DEDICATION

(Cove at Thorpe Creek – Section 2)

THIS BILL OF SALE AND EASEMENT DEDICATION (the “Bill of Sale”) is executed and delivered as of the ____ day of _____, 20____, by Grand Communities, LLC (“Developer”), to and in favor of the City of Fishers, Hamilton County, Indiana (“City”).

RECITALS:

A. Developer is the owner of and/or controls certain real property located in Hamilton County, Indiana, that is more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the “Property”).

B. Developer and City entered into a Sanitary Sewer Service Agreement dated _____, _____ (the “Agreement”), pursuant to which City agreed to provide sanitary sewer service to Developer’s proposed development.

C. In order to receive service for the Property, Developer agreed in the Agreement to extend the City’s sewage collection facilities (“Utility Facilities”) to the Property.

D. As part of the Agreement, Developer also agreed to dedicate the Utility Facilities to the City upon their completion and satisfactory inspection by the City.

E. Developer now desires to dedicate and transfer the Utility Facilities to the City.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) paid Developer by City and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer agrees as follows:

1. Defined Terms. All capitalized terms used but not defined in this Bill of Sale, shall have the meaning ascribed in the Agreement.
2. Transfers. Developer hereby sells, transfers, and conveys the Utility Facilities to the City and its successors and assigns. Developer represents and warrants to the City that: (i) it has the right, power, and authority to transfer the Utility Facilities to the City, without obtaining the consent of any third party whose consent has not been obtained and written evidence thereof furnished to the City; (ii) the Utility Facilities are free of all liens and encumbrances of any nature whatsoever; and (iii) Developer has received

all necessary permits and approvals for the Utility Facilities, and such permits and approvals are final and no longer subject to appeal.

3. Easements. To the extent that the Utility Facilities are not located within the Easements dedicated to the City as required by the Agreement, Developer hereby gives, grants, warrants, and conveys to the City, its successors and assigns, a permanent easement lying 7 ½ feet along either side of the Utility Facilities (i.e., for a total of 15 feet) to construct, operate, inspect, maintain, and remove mains, ducts, or other related utility structures that are part of the Utility Facilities (“Easement Grant”). The Easement Grant shall include the right of the City, its employees, agents, and contractors to ingress and egress over the Property to accomplish the purposes set forth herein. Developer further represents and warrants to the City that it has the right and necessary authorization to enter into this Easement Grant, and that there are no encumbrances, liens, contracts, or options of any kind or character upon the Property which would prevent Developer from granting, warranting, and conveying to the City this Easement Grant.
4. Further Representations and Warranties. Developer hereby represents and warrants to the City that the City hereby has and will have the necessary access to operate, maintain, replace, and/or expand the Utility Facilities. To the extent necessary, Developer agrees to execute whatever documents necessary to ensure that the City has the requisite access to operate and maintain the Utility Facilities. The certified original cost of the Utility Facilities to be dedicated to the City under this Bill of Sale is _____ (\$_____).
5. Binding on Successors and Assigns. The parties agree that the City’s service touches and concerns the land and the terms of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns.

IN WITNESS WHEREOF, Developer has caused this Bill of Sale to be executed as of the day and year first above written.

[Signature on Following Page]

Grand Communities, LLC

By: _____

Printed: _____

Its: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Grand Communities, LLC, who acknowledged the execution of the foregoing "Bill of Sale and Easement Dedication" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

(Printed Signature)

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. Christopher P. Greisl

This instrument prepared by and after recording return to Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit C

[Memorandum of Agreement]

MEMORANDUM OF AGREEMENT

(Cove at Thorpe Creek – Section 2)

This MEMORANDUM OF AGREEMENT (“Memorandum”), made and entered into this 3rd day of January, 2023, is by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and Grand Communities, LLC (“Developer”).

RECITALS:

A. Fishers and Developer have entered into a Sanitary Sewer Service Agreement dated as of an even date herewith (“Service Agreement”).

B. Developer represents that it owns or controls certain real estate consisting of approximately 106.86 acres (8.65 acres in Section 2) as described on the attached Exhibit 1 (the “Development”).

C. The Service Agreement describes the terms and conditions upon which Fishers will provide sewer service to the Development.

D. Fishers and Developer desire to enter into and record this Memorandum acknowledging the existence of the rights and obligations of Fishers and Developer, and their grantees, successors, and assigns, with respect to the provision of sewer service to the Development.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Incorporation. The above and foregoing Recitals, including any defined term set forth therein, are hereby incorporated into and made a part of this Memorandum as if more fully restated herein.

2. Recordation. Upon final execution of this Memorandum, Developer will record this Memorandum at its cost in the chain-of-title for the Development.

3. Binding on Successors and Assigns. This Memorandum and the Service Agreement touch and concern the Development and shall be binding on Fishers and Developer’s successors and assigns, including, without limitation, any future tenants or purchasers of the respective properties. Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to the property.

4. Annexation Waiver. The Service Agreement expressly includes the waiver of any right to remonstrate against future annexation(s) by Fishers, which runs with the land and is binding upon Developer and its successors and assigns.

5. Easements. In addition to the other terms and conditions in the Service Agreement, the Service Agreement includes a requirement that the Developer and its successors and assigns agree to provide additional sewer easements (in, over, and across the Development) to facilitate the provision of

sewer service to future users in and around the Development. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Development.

6. Information. Any person or entity desiring to obtain additional information about the terms and conditions upon which Fishers and Developer have agreed to extend sewer and water service to the Development may contact:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Christopher P. Greisl City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Grand Communities, LLC Attn:

7. Memorandum. This Memorandum is prepared for recording to put all persons on notice of the existence of the Service Agreement and the rights and obligations of Fishers and Developer under such Service Agreement. Nothing contained herein shall be deemed to amend or modify the Service Agreement, and all terms set forth herein are subject to the terms and conditions of the Service Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed by its duly authorized representatives the day and year first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director of the City of Fishers, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

"DEVELOPER"

Grand Communities, LLC

By: *Paul Munoz*

Printed: Paul Munoz

Its: _____

STATE OF INDIANA)
COUNTY OF Howard) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul Munoz, by me known to be the Dev. Manager of Grand Communities, LLC, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this 3rd day of Jan, 2023

Melissa Ann Neumann
Notary Public

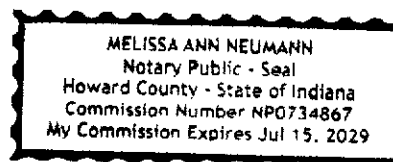
Melissa Ann Neumann
(Printed Signature)

My Commission Expires:

7-15-2029

My County of Residence:

Howard



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. Christopher P. Greisl

This instrument prepared by and after recording return to Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

EXHIBIT 1

[Legal Description of Property]

Cove at Thorpe Creek – Section 2

PART OF THE SOUTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST, IN HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST; THENCE ON THE WEST LINE OF SAID NORTHEAST QUARTER NORTH 00 DEGREES 23 MINUTES 03 SECONDS WEST 0.81 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 03 SECONDS EAST 60.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST 314.49 FEET; THENCE SOUTH 11 DEGREES 59 MINUTES 53 SECONDS EAST 167.16 FEET; THENCE SOUTH 42 DEGREES 45 MINUTES 08 SECONDS EAST 156.18 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 02 SECONDS EAST 455.18 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 44 DEGREES 42 MINUTES 13 SECONDS EAST 56.52 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 36 SECONDS WEST 123.84 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 39 MINUTES 24 SECONDS WEST 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 38 SECONDS 39.26 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 37 SECONDS WEST 50.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 23 SECONDS EAST 23.90 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 33 SECONDS WEST 355.20 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 03 SECONDS WEST 631.06 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE ON THE EAST LINE OF SAID WEST HALF SOUTH 00 DEGREES 14 MINUTES 49 SECONDS EAST 594.75 FEET TO THE NORTHEAST CORNER OF A DEDICATION OF PUBLIC RIGHT OF WAY, RECORDED AS INSTRUMENT NUMBER 2022-049886 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, THE NEXT COURSE FOLLOWS THE NORTH LINE THEREOF; THENCE SOUTH 89 DEGREES 45 MINUTES 02 SECONDS WEST 669.22 FEET TO THE POINT OF BEGINNING, CONTAINING 8.650 ACRES MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

RESOLUTION NO. R011023H

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SANITARY SEWER AGREEMENT
(COVE AT THORPE CREEK – SECTION 2)**

WHEREAS, Grand Communities, LLC (“Developer”), is developing a new residential development to be generally located at 11988 Florida Road, Fortville, Indiana, 46040, Parcel No.: 13-12-31-00-00-030.000, containing approximately 106.86 acres (8.65 acres in Section 2, the “Property”);

WHEREAS, Developer plans to construct the single-family residential development generally known as “Cove at Thorpe Creek”, which will consist of a total of 22 residential lots;

WHEREAS, Developer desires sanitary sewer service for the Property;

WHEREAS, in order to receive the desired service from the City of Fishers, by and through its municipal sewer utility (“Fishers”), the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers;

WHEREAS, once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property;

WHEREAS, Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities; and

WHEREAS, Fishers desires to provide sanitary service to the Property subject to the execution of a certain Sanitary Sewer Service Agreement (“Agreement”), which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Agreement in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Fishers Sewer Utility Director to enter into and execute the Agreement and any and all documents in furtherance of the Agreement.
- Section 3.** This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 10th day of January, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to approve a Sanitary Sewer Service Agreement for Woods at Thorpe Creek Section 6 residential development			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023I	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☒ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☐ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – <i>Name of Reviewer: Chris Greisl</i>	
BACKGROUND (Includes description, background, and justification)	This Agreement is regarding the provision of sanitary sewer service to the proposed Woods at Thorpe Creek Section 6 residential development and the assessment of fees calculated at the rate set forth in Fishers code 51.70 for 15 residential lots. These fees cover plan review, sewer connection, and capacity availability. Woods at Thorpe Creek Section 6 at the south end of the Woods at Thorpe Creek subdivision adjacent to Thorpe Creek.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	There will be long term costs associated with the maintenance of the sanitary infrastructure.
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Accept the agreement by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Payment of the fees assessed with this agreement will be made prior to issuing the permit for construction. Construction anticipated in 2023.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this application	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Agreement	

SANITARY SEWER SERVICE AGREEMENT

(WOODS AT THORPE CREEK - SECTION 6)

City of Fishers Sewer Utility

This Sanitary Sewer Service Agreement (“Agreement”), made and entered into this 3rd day of January, 2023 (“Effective Date”), is between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and Grand Communities, LLC (“Developer”), and is regarding the provision of sewer service to a new residential development to be generally located at 11988 Florida Road, Fortville, Indiana, 46040, Parcel No.: 13-12-31-00-00-039.000.

RECITALS

A. Developer owns and/or controls approximately 31.882 acres legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. Developer plans to construct the sixth phase of a single-family residential development generally known as Woods at Thorpe Creek, which will consist of a total of 15 residential lots.

C. The Developer desires sanitary sewer service for the Property.

D. In order to receive the desired service from Fishers, the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers.

E. Once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property.

F. Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I **RIGHTS AND RESPONSIBILITIES OF FISHERS**

Section 1.1. Specifications for Sewage Facilities. Prior to the beginning of construction, Fishers will provide the Developer with: (i) the locations, at Fishers’ sole discretion, for the Property’s connection to Fishers’ sewer facilities; and (ii) a copy of Fishers’ construction specifications for the construction of applicable and necessary distribution, collection, or other special sewer facilities to be constructed for connection and service to the Property (collectively, the “Utility Facilities”).

Section 1.2. Approval of Plans for and Construction of Utility Facilities. Where applicable, Fishers may review and approve or reject any plans for the Utility Facilities.

Section 1.3. Compliance with Fishers' Specifications. Fishers shall have the authority during all phases of construction and inspection of any applicable Utility Facilities to enter upon the Property to inspect the Utility Facilities (with or without notice) and notify the Developer of any failure of materials or workmanship to meet Fishers' specifications and halt construction of Utility Facilities if Fishers' specifications are not being met. Fishers, in its sole discretion, shall also have the right to direct the Developer to submit change orders to the Developer's contractor to cure any defects in material or workmanship revealed by Fishers' inspection. Fishers may not accept waste from or provide service to the Property until such facilities are completed and any defects cured in accordance with Fishers' construction specifications.

Section 1.4. Provision of Service. Fishers agrees to accept up to three hundred ten (310) gallons per day of wastewater and provide service to the Property for each purchased equivalent dwelling unit ("EDU") of capacity, subject to: (i) timely and full payment by the Developer of all applicable rates and charges; (ii) all ordinances of the City of Fishers, and rules, regulations, and directives within the authority of Fishers; and (iii) compliance by the Developer with all provisions of this Agreement. Fishers will serve the Property following construction of any required facilities, connection, approval by Fishers, and payment of all applicable fees. The Developer's use of Fishers' services must be in conformance with all other applicable agreements and City of Fishers ordinances, rules, regulations, and directives relating to utility service. Fishers shall have the right to terminate this Agreement and use any capacity allocated herein for other customers if the Developer does not complete construction of waste producing structures and connect the Property within ten (10) years, or otherwise breaches the Agreement.

Section 1.5. Rates and Charges. Fishers will impose all of Fishers' prevailing rates and charges, including, but not limited to, the following:

- a. Capacity fees;
- b. Tap fees;
- c. Monthly user rates;
- d. Inspections and plan review fees; and
- e. Any other fees that are subsequently enacted by ordinance.

Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to any property.

Section 1.6. Right to Impose Additional Capacity Fees. Fishers reserves the right to impose additional capacity and other applicable fees in the event the Developer and/or any future owner/tenant changes its anticipated use, expands the Property or use thereof, adds additional structures, and/or hires additional employees which will result in wastewater flows in an amount in excess of the amounts anticipated herein. The amount of the additional fees shall be based upon the increased flows that are anticipated to be generated by the new use, expansion, and/or addition of new employees, and such fees shall be imposed at the rate and charge in effect at that time. Fishers reserves the right to require the Developer and/or any future owner/tenant to install flow meters and/or provide usage data from any and all sources of water supply to the Property.

Section 1.7. Construction and Maintenance of Utility Facilities. Fishers will not be responsible for any portion or cost of the construction and installation of the Utility Facilities, and the parties agree that Fishers will not collect fees or reimburse the Developer for any portion of such costs (including but not limited to subsequent connector fees or other fees from users connecting to the Utility Facilities). Following dedication of any Utility Facilities and acceptance of such dedication by Fishers, Fishers will maintain and operate the accepted Utility Facilities subject to the other terms herein. The Developer (or subsequent property owner, where applicable) will own, maintain, and operate the Utility Facilities not dedicated to Fishers (including but not limited to service laterals).

Section 1.8. Right to Enter the Property. Fishers shall have the right to enter upon the Property and premises at all reasonable times to inspect, repair, and/or replace any equipment used in connection with, or which has an impact on, Fishers' service, provided that, except in the event of an emergency, Fishers will provide reasonable notice to Developer or any primary occupant of any inspection, repair or replacement prior to entry upon the Property. However, Fishers does not, in any way, have or assume any obligation to maintain any facilities on the Property or not owned by Fishers.

Section 1.9. Fishers' Liability. Absent gross negligence, Fishers will not be liable for any damage resulting from Fishers' sewer service on and around the Property, including, without limitation, damage caused by events of force majeure. For purposes of this Agreement, an event of force majeure means a strike, vandalism, power failure, pipe failure or breakage, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God or nature, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Fishers shall further not be liable for service interruptions, which can and do occur. Fishers shall further not be liable for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorney Fees. Fishers is entitled to recover its costs including, but not limited to, reasonable attorneys' fees and court costs in any action brought to enforce the terms of this Agreement.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER

Section 2.1. Cost of Installation and Facilities. The Developer shall be responsible for paying the cost of installing any and all facilities that are necessary for the provision of sanitary sewer service to the Property. When required by Fishers, the property owner shall also install grease traps that are in accordance with Fishers' specifications. The Developer or future property owner/tenant shall further take any other measures Fishers determines to be necessary to prevent excessive strength effluent from entering into Fishers' wastewater collection system. At Fishers' option, any Utility Facilities constructed pursuant to this Agreement may be oversized to meet future demands for service from areas outside the Property. Developer agrees to construct all Utility Facilities to a size or capacity as requested by Fishers. Developer further agrees, at Developer's expense, to terminate the above Utility Facilities at locations within and/or on the perimeter of the Property, as specified by Fishers, to facilitate access for said future service. Developer shall install, at Developer's expense, lateral stubs at locations within the Property specified by Fishers to facilitate access for said future service. Fishers agrees to pay, in accordance with its guidelines, as applicable in the year in which any phase of construction commences, the costs required to oversize any gravity main, or in the situation where a force main system is utilized and permitted by Fishers, any force main and related pump station, to a size larger than that necessary to serve the Property,

as determined by Fishers; provided, however, Developer agrees to pay, if requested by Fishers, the costs required to oversize gravity mains to a maximum size of ten inches (10'') in diameter or, in the situation where a force main system is utilized and permitted by Fishers, a size (both force main and pump station) equivalent in capacity to a ten inch (10'') gravity sewer main. A copy of Fishers' oversizing guidelines are available upon request. The above oversizing costs shall be paid by Fishers upon the Developer's completion of construction or any respective phase thereof. However, notwithstanding the above, Fishers shall not pay for oversizing costs for an increase in pipe size due to grade or slope requirements as determined by Fishers Sewer Utility Director.

Section 2.2. Payment of Rates and Charges. The Developer shall be responsible for timely payment of Fishers' prevailing rates and charges, including: (i) a sewer capacity fee of Four Thousand Four Hundred Seventy-One and no/100 Dollars (\$4,471) per EDU; (ii) a sewer tap fee of Three Hundred Five and no/100 Dollars (\$305.00) per tap, exclusive of excavation (assuming no larger than ¾ inch residential meter service), and a plan review fee of One Hundred and no/100 Dollars (\$100.00) per EDU. Fishers understands, based upon the Developer's representations, that the initial sewer capacity fees shall be based on 15 EDUs. Therefore, the initial capacity, tap, and plan review fees are as follows:

(i)	sewer capacity fees (for 15 lots):	\$67,065
(ii)	sewer tap fees (for 15 taps):	\$4,575
(iii)	plan review fees (for 15 lots):	\$1,500

The capacity, tap, and plan review fees, in the total amount of **Seventy-Three Thousand One Hundred Forty and no/100 Dollars (\$73,140)**, shall be paid prior to the Effective Date. The Property owner, user, or customer at the time service is provided will be responsible for the respective monthly user fees, or other costs and fees that accrue.

The Developer (or ultimate property owner, user, or customer) will further pay additional tap or capacity fees if applicable based upon then prevailing rates if the Developer and/or any future owner/tenant adds additional taps and/or modifies, expands, or changes its use of the Property so as to discharge more sewage into Fishers' system, or Fishers otherwise determines that the Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). The Developer (or ultimate property owner, user, or customer) must also pay additional capacity and regional improvement fees if the strength of its sewage exceeds the limits set forth in Fishers' ordinances. If the Developer places an additional structure on the Property, additional capacity and tap fees will be owed for such structure at the then prevailing rates. Nothing contained herein shall prevent Fishers from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.3. Plan Review and Construction of Utility Facilities. Prior to initiating construction of applicable Utility Facilities, the Developer must provide the plans and specifications for the Utility Facilities to Fishers (and/or its engineer) for review and approval or rejection. Once Fishers (and/or its engineer) approves the plans for the proposed Utility Facilities, the Developer shall install the Utility Facilities in accordance with Fishers' construction specifications and ordinances and pay the cost of any modifications or revisions that are required to any existing Fishers facilities. The Developer shall pay Fishers' cost of reviewing the Developer's plans for the Utility Facilities (as required by Section 2.2 above), inspecting the installation of the Utility Facilities, and performing the testing (as required in Section 2.5 below). The Developer covenants and agrees to pay Fishers' inspection fees equal to eight

percent (8%) of the actual documented costs of constructing the Utility Facilities, or respective phase thereof, which inspection fees shall be paid upon completion of construction of the Utility Facilities. To allow Fishers to determine inspection fees due and to properly account for the costs of the Utility Facilities, Developer shall provide Fishers with copies of all contracts, invoices, statements, material lists, payment requests, and any and all other documents pertaining to the construction of the Utility Facilities or phase thereof. The construction cost documentation shall be provided by the Developer on a monthly basis, or as otherwise approved by Fishers, as construction proceeds. The Developer will also be responsible for obtaining all applicable easements, permits, approvals, and consents required and in a form approved by Fishers for the construction of the Utility Facilities.

Section 2.4. Sampling and Flow Measuring Manholes. The Developer will install sampling and flow measuring manholes (“Manholes”) at locations on the Property that are easily accessible by Fishers. Fishers will have access to the Manholes to sample and measure the flow from the Property.

Section 2.5. Testing and As-Built Drawings. The Developer will test any Utility Facilities as required by Fishers’ construction standards and remedy any deficiencies as required by Fishers. Upon completion of the testing (and remediation of all deficiencies), the Developer will provide Fishers with three (3) sets of as-built drawings and copy of the electronic CAD files at a scale of 1” = 100’ showing the location of any Utility Facilities, including the taps.

Section 2.6. Bond and Developer Ownership of Utility Facilities During Maintenance Period. Prior to the dedication of any applicable Utility Facilities, the Developer must provide a three (3) year maintenance bond covering material and labor in an amount equal to twenty percent (20%) of the total cost of the Utility Facilities with a surety in terms that are acceptable to Fishers. During the three (3) year maintenance bond period, the Developer shall own the Utility Facilities or the respective phase thereof. Fishers shall, during that three (3) year period, be responsible for the operation, inspection, and routine and emergency maintenance of the Utility Facilities or the respective phase thereof. The Developer, as the owner, shall be responsible for all costs and expenses associated with repairing, replacing and non-routine maintenance of any portion of the Utility Facilities or the respective phase thereof, including but not limited to labor, materials and taxes. For so long as the Developer owns the Utility Facilities or any respective phase or any portions thereof, Developer shall remain obligated for all costs to repair and/or replace the Utility Facilities in accordance with Fishers’ construction specifications, as may be amended from time to time. During such period, any necessary repairs and/or replacements for which Developer is obligated hereunder, shall be performed by Fishers or its contractor and the documents costs thereof reimbursed to Fishers by Developer. To the extent any repairs are not covered by the maintenance bond, the Developer shall be responsible for the expense of repair, replacement, and/or maintenance that occurs, either prior to acceptance of the Utility Facilities by Fishers or within the three (3) years the maintenance bond is in effect.

Section 2.7. Dedication of Utility Facilities and Easements. After the completion of the three (3) year maintenance bond period, the Developer agrees to dedicate the applicable distribution and transmission Utility Facilities, exclusive of any service laterals, to Fishers after final inspection by Fishers, interconnection of the Utility Facilities to Fishers’ facilities, and acceptance of the same in Fishers’ sole discretion. The dedication of Utility Facilities shall occur by the execution of a Bill of Sale in the form required by Fishers, a copy of which is attached as Exhibit B. The Developer shall also provide adequate and necessary easements for all Utility Facilities and related facilities in a form required by Fishers and shall record all necessary documents in the Hamilton County Recorder’s Office in Fishers’ name. The Developer shall ensure that all facilities are located within the easements as

approved by Fishers (and not within the right-of-way except for road crossings) and shall be responsible for indemnifying Fishers and all costs associated with relocating facilities and/or easements in the event the facilities are not located within the easements.

Section 2.8. Indemnification of Fishers. Prior to beginning construction, the Developer must provide Fishers with certification that Fishers is an additional named insured on a policy insuring Fishers against any and all claims for personal injury or property damage resulting from construction of any utility facilities. The Developer shall further indemnify and hold harmless Fishers against any and all such claims; and indemnify Fishers for all reasonable costs, including but not limited to reasonable attorneys' fees, incurred by Fishers as a result of any and all such claims.

Section 2.9. Use of Fishers' System. The Developer agrees to obtain sanitary sewer service only from Fishers; however, the Developer will refrain from discharging or using Fishers' sewer systems in any way which inhibits Fishers from providing service or causes damage to Fishers' facilities. The Developer is prohibited from working on or altering Fishers' facilities and the Developer will not permit or allow the unauthorized connection or extension of its facilities or any part of Fishers' system.

Section 2.10. Additional Easements. The Developer (and its successors and assigns) agrees to provide additional sanitary sewer easements (in, over, and across the Property) without additional compensation, and in a form reasonably acceptable to Fishers, to facilitate the provision of sewer service to future users in and around the Property to the extent such is necessary or appropriate for the use by future users. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Property.

Section 2.11. Waiver of Annexation. In exchange for the benefits bestowed upon the Property by Fishers' provision of the desired service, the Developer hereby releases and waives all rights to remonstrate against any annexation(s) by Fishers, for itself and its successors and assigns.

ARTICLE III **MISCELLANEOUS**

Section 3.1. Legal Description for Property. The Developer represents that the legal description attached hereto as Exhibit A and incorporated herein by reference is a true and accurate legal description of the Property.

Section 3.2. Binding on Successors and Assigns. The parties agree that Fishers' service touches and concerns the land, and the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.

Section 3.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties pertaining to the subject matter hereof.

Section 3.4. Amendment and Waiver. Neither this Agreement, nor any term hereof, may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 3.5. Counterparts. This Agreement may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.

Section 3.6. Recordation. Developer and Fishers shall execute a memorandum of this Agreement, attached as Exhibit C, which shall be recorded by Developer. Fishers may further record this Agreement at Fishers' option, and Developer will execute all documents reasonably requested by Fishers for such recording.

Section 3.7. Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 3.8. Captions. The captions to this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

Section 3.9. Notices. All notices, consents and other communications (collectively, "Notices") shall be given to Fishers or the Developer in writing to the addresses set forth below:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Christopher P. Greisl City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Grand Communities, LLC Attn:

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Section 3.10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 3.11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana.

[Signatures on Following Pages]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

"DEVELOPER"

GRAND COMMUNITIES, LLC

By: Paul Munoz

Printed: Paul Munoz

Title: Land Development Manager

STATE OF INDIANA)
) SS:
COUNTY OF Howard)

Before me, a Notary Public in and for said County and State, personally appeared Paul Munoz, by me known to be the Manager of Grand Communities, LLC, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this 3rd day of Jan., 2023

Melissa Ann Neumann
Notary Public

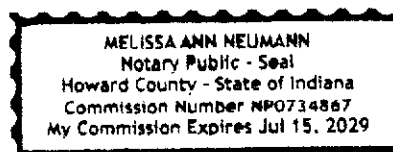
Melissa Ann Neumann
(Printed Signature)

My Commission Expires:

7-15-2029

My County of Residence:

Howard



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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit A

[Legal Description of the Property]

Woods at Thorpe Creek – Section 6

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST, OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHEAST CORNER OF SAID QUARTER-SECTION AND THENCE RUNNING SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST (BEARINGS BASED ON STATE PLANE COORDINATES) ALONG THE EAST LINE OF SAID QUARTER-SECTION ONE 757.25 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST 2423.18 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST 232.92 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 05 MINUTES 15 SECONDS EAST 1427.16 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 21 SECONDS EAST 1328.60 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 46 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION SIX 2.79 FEET; THENCE SOUTH 05 DEGREES 29 MINUTES 27 SECONDS WEST 451.15 FEET; THENCE SOUTH 48 DEGREES 34 MINUTES 02 SECONDS WEST 1490.61 FEET TO THE POINT OF BEGINNING CONTAINING 31.882 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENT AND RESTRICTIONS.

Exhibit B

[Bill of Sale]

Deed Cross-Reference: _____

BILL OF SALE AND EASEMENT DEDICATION

(Woods at Thorpe Creek – Section 6)

THIS BILL OF SALE AND EASEMENT DEDICATION (the “Bill of Sale”) is executed and delivered as of the ____ day of _____, 20____, by Grand Communities, LLC (“Developer”), to and in favor of the City of Fishers, Hamilton County, Indiana (“City”).

RECITALS:

A. Developer is the owner of and/or controls certain real property located in Hamilton County, Indiana, that is more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the “Property”).

B. Developer and City entered into a Sanitary Sewer Service Agreement dated _____, _____ (the “Agreement”), pursuant to which City agreed to provide sanitary sewer service to Developer’s proposed development.

C. In order to receive service for the Property, Developer agreed in the Agreement to extend the City’s sewage collection facilities (“Utility Facilities”) to the Property.

D. As part of the Agreement, Developer also agreed to dedicate the Utility Facilities to the City upon their completion and satisfactory inspection by the City.

E. Developer now desires to dedicate and transfer the Utility Facilities to the City.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) paid Developer by City and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer agrees as follows:

1. Defined Terms. All capitalized terms used but not defined in this Bill of Sale, shall have the meaning ascribed in the Agreement.
2. Transfers. Developer hereby sells, transfers, and conveys the Utility Facilities to the City and its successors and assigns. Developer represents and warrants to the City that: (i) it has the right, power, and authority to transfer the Utility Facilities to the City, without obtaining the consent of any third party whose consent has not been obtained and written evidence thereof furnished to the City; (ii) the Utility Facilities are free of all liens and encumbrances of any nature whatsoever; and (iii) Developer has received

all necessary permits and approvals for the Utility Facilities, and such permits and approvals are final and no longer subject to appeal.

3. Easements. To the extent that the Utility Facilities are not located within the Easements dedicated to the City as required by the Agreement, Developer hereby gives, grants, warrants, and conveys to the City, its successors and assigns, a permanent easement lying 7 ½ feet along either side of the Utility Facilities (i.e., for a total of 15 feet) to construct, operate, inspect, maintain, and remove mains, ducts, or other related utility structures that are part of the Utility Facilities (“Easement Grant”). The Easement Grant shall include the right of the City, its employees, agents, and contractors to ingress and egress over the Property to accomplish the purposes set forth herein. Developer further represents and warrants to the City that it has the right and necessary authorization to enter into this Easement Grant, and that there are no encumbrances, liens, contracts, or options of any kind or character upon the Property which would prevent Developer from granting, warranting, and conveying to the City this Easement Grant.
4. Further Representations and Warranties. Developer hereby represents and warrants to the City that the City hereby has and will have the necessary access to operate, maintain, replace, and/or expand the Utility Facilities. To the extent necessary, Developer agrees to execute whatever documents necessary to ensure that the City has the requisite access to operate and maintain the Utility Facilities. The certified original cost of the Utility Facilities to be dedicated to the City under this Bill of Sale is _____ (\$_____).
5. Binding on Successors and Assigns. The parties agree that the City’s service touches and concerns the land and the terms of this Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, as well as their successors and assigns.

IN WITNESS WHEREOF, Developer has caused this Bill of Sale to be executed as of the day and year first above written.

[Signature on Following Page]

GRAND COMMUNITIES, LLC

By: _____

Printed: _____

Its: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Grand Communities, LLC, who acknowledged the execution of the foregoing "Bill of Sale and Easement Dedication" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(Printed Signature)

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. Christopher P. Greisl

This instrument prepared by and after recording return to Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

Exhibit C

[Memorandum of Agreement]

MEMORANDUM OF AGREEMENT

(Woods at Thorpe Creek – Section 6)

This MEMORANDUM OF AGREEMENT (“Memorandum”), made and entered into this 3rd day of January, 2023, is by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (“Fishers”), and Grand Communities, LLC (“Developer”).

RECITALS:

A. Fishers and Developer have entered into a Sanitary Sewer Service Agreement dated as of an even date herewith (“Service Agreement”).

B. Developer represents that it owns or controls certain real estate consisting of approximately 31.882 acres legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

C. The Service Agreement describes the terms and conditions upon which Fishers will provide sewer service to the Development.

D. Fishers and Developer desire to enter into and record this Memorandum acknowledging the existence of the rights and obligations of Fishers and Developer, and their grantees, successors, and assigns, with respect to the provision of sewer service to the Development.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Incorporation. The above and foregoing Recitals, including any defined term set forth therein, are hereby incorporated into and made a part of this Memorandum as if more fully restated herein.

2. Recordation. Upon final execution of this Memorandum, Developer will record this Memorandum at its cost in the chain-of-title for the Development.

3. Binding on Successors and Assigns. This Memorandum and the Service Agreement touch and concern the Development and shall be binding on Fishers and Developer’s successors and assigns, including, without limitation, any future tenants or purchasers of the respective properties. Regardless of the name on the utility service account, the property owner is and may be held responsible for all rates and charges, including late fees and penalties, for utility service to the property.

4. Annexation Waiver. The Service Agreement expressly includes the waiver of any right to remonstrate against future annexation(s) by Fishers, which runs with the land and is binding upon Developer and its successors and assigns.

5. Easements. In addition to the other terms and conditions in the Service Agreement, the Service Agreement includes a requirement that the Developer and its successors and assigns agree to provide additional sewer easements (in, over, and across the Development) to facilitate the provision of

sewer service to future users in and around the Development. The exact location of the easements will be determined at a future date by the parties so as to minimally impact the reasonable use and/or anticipated development of the Development.

6. Information. Any person or entity desiring to obtain additional information about the terms and conditions upon which Fishers and Developer have agreed to extend sewer and water service to the Development may contact:

Fishers:	City of Fishers, City Hall 1 Municipal Drive Fishers, IN 46038 Attn: Sewer Utility Director
With Copy To:	Christopher P. Greisl City of Fishers, Administration 1 Municipal Drive Fishers, IN 46038
Developer:	Grand Communities, LLC Attn:

7. Memorandum. This Memorandum is prepared for recording to put all persons on notice of the existence of the Service Agreement and the rights and obligations of Fishers and Developer under such Service Agreement. Nothing contained herein shall be deemed to amend or modify the Service Agreement, and all terms set forth herein are subject to the terms and conditions of the Service Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed by its duly authorized representatives the day and year first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

“FISHERS”

CITY OF FISHERS, HAMILTON COUNTY, INDIANA,
ACTING BY AND THROUGH ITS MUNICIPAL
SEWER UTILITY

By: _____
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director of the City of Fishers, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 20__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

"DEVELOPER"

Grand Communities, LLC

By: Paul Munoz

Printed: Paul Munoz

Its: _____

STATE OF INDIANA)
COUNTY OF Howard) SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul Munoz, by me known to be the Manager of Grand Communities, LLC, who acknowledged the execution of the foregoing "Memorandum of Agreement" on behalf of said entity.

WITNESS my hand and Notarial Seal this 3rd day of Jan, 2023

Melissa Ann Neumann

Notary Public

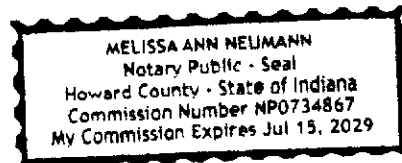
Melissa Ann Neumann
(Printed Signature)

My Commission Expires:

7-15-2029

My County of Residence:

Howard



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. Christopher P. Greisl

This instrument prepared by and after recording return to Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

EXHIBIT 1

[Legal Description of Property]

Woods at Thorpe Creek – Section 6

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST, OF THE SECOND PRINCIPAL MERIDIAN, FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE NORTHEAST CORNER OF SAID QUARTER-SECTION AND THENCE RUNNING SOUTH 00 DEGREES 12 MINUTES 52 SECONDS EAST (BEARINGS BASED ON STATE PLANE COORDINATES) ALONG THE EAST LINE OF SAID QUARTER-SECTION ONE 757.25 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST 2423.18 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST 232.92 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 05 MINUTES 15 SECONDS EAST 1427.16 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 21 SECONDS EAST 1328.60 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 46 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION SIX 2.79 FEET; THENCE SOUTH 05 DEGREES 29 MINUTES 27 SECONDS WEST 451.15 FEET; THENCE SOUTH 48 DEGREES 34 MINUTES 02 SECONDS WEST 1490.61 FEET TO THE POINT OF BEGINNING CONTAINING 31.882 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENT AND RESTRICTIONS.

RESOLUTION NO. R011023I

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC WORKS &
SAFETY APPROVING A SANITARY SEWER AGREEMENT
(WOODS AT THORPE CREEK – SECTION 6)**

WHEREAS, Grand Communities, LLC (“Developer”), is developing a new residential development to be generally located at 11988 Florida Road, Fortville, Indiana, 46040, Parcel No.: 13-12-31-00-00-039.000, containing approximately 31.882 acres (the “Property”);

WHEREAS, Developer plans to construct the single-family residential development generally known as “Woods at Thorpe Creek”, which will consist of a total of 15 residential lots;

WHEREAS, Developer desires sanitary sewer service for the Property;

WHEREAS, in order to receive the desired service from the City of Fishers, by and through its municipal sewer utility (“Fishers”), the Developer will extend collection facilities to and on the Property and thereafter dedicate such facilities to Fishers;

WHEREAS, once the Developer completes the extensions, Fishers will be able to provide adequate capacity in Fishers’ sewer systems to serve the Property;

WHEREAS, Developer desires to obtain a specific assignment of capacity within Fishers’ sewer facilities; and

WHEREAS, Fishers desires to provide sanitary service to the Property subject to the execution of a certain Sanitary Sewer Service Agreement (“Agreement”), which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1.** The Board hereby approves the Agreement in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2.** The Board hereby authorizes the Fishers Sewer Utility Director to enter into and execute the Agreement and any and all documents in furtherance of the Agreement.
- Section 3.** This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety this 10th day of January, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

YAY		NAY	ABSTAIN
	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST: _____ DATE: _____
Kari Adriano, Board Clerk

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl



Board Action Form

MEETING DATE	January 10, 2023			
TITLE	Request to approve a First Amendment to Special Contract for Extension of Sewer Mains and Facilities by and between the City of Fishers and Marina I, L.P. for Springs of Cambridge Lift Station Section 12			
SUBMITTED BY	Name & Title: Jason Taylor, Director of Engineering Department: Engineering			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023J	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☒ Contract required for this item		☐ Signed copy of contract attached	
	☒ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☐ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☐ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☒ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☐ Assistant/Deputy Department Head	☒ Controller's Office
	☒ Department Head	☐ Finance Committee
	☐ Deputy Mayor	☐ Technical Advisory Committee
	☐ Mayor	☐ Other:
	☒ Legal Counsel – Name of Reviewer: Chris Greisl	
BACKGROUND (Includes description, background, and justification)	This Amendment modifies the original Agreement between HSEU and Marina I, L.P. to allow the City of Fishers to operate and maintain the lift station for a period of three years before the City takes ownership. The draft amendment has already been negotiated and agreed upon between City attorney and Marina I, L.P. The signed version will be provided as soon as possible.	
BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	N/A
	Expenditure \$:	N/A
	Source of Funds:	N/A
	Additional Appropriation #:	N/A
	Narrative:	There will be long term costs associated with the maintenance of the lift station.
OPTIONS (Include Deny Approval Option)	1.	Accept the amendment by approval of the resolution.
	2.	Deny approval.
	3.	Take no action.
	4.	
PROJECT TIMELINE	Project construction is essentially complete.	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approval of this contract	
SUPPLEMENTAL INFORMATION (List all attached documents)	1. Resolution 2. Draft Amendment	

RESOLUTION NO. R011023J

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC
WORKS & SAFETY APPROVING A FIRST AMENDMENT TO SPECIAL
CONTRACT FOR EXTENSION OF SEWER MAINS AND FACILITIES
BY AND BETWEEN THE CITY OF FISHERS AND MARINA I L.P.**

WHEREAS, on or around April 8, 2021, Hamilton Southeastern Utilities, Inc. (“HSEU”) entered into a certain Special Contract for Extension of Sewer Mains and Facilities (“**Special Contract**”) with Marina I L.P. (“**Subscriber**”) to provide for the extension of such sanitary sewage disposal facilities and capacity necessary to serve Subscriber’s Development;

WHEREAS, on or around December 28, 2021, the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (the “**Utility**”) acquired all rights, title, and interest in all of HSEU’s assets, properties, business, and rights of every kind and description, whether tangible or intangible, real, personal, or mixed, as they applied to HSEU’s Fishers service area, which included, but was not limited to, the Special Contract;

WHEREAS, HSEU and the Utility now desire to amend the Special Contract in order to allow Subscriber to convey the Cambridge Section 12 Lift Station, to be located at or near 13392 Haven Cove Ln, Parcel No.: 13-15-02-00-25-071.000 in Fishers, Indiana (the “**Lift Station**”), all as further described in that certain First Amendment to Special Contract (“**First Amendment**”), which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, provisions of the Special Contract not specifically changed by this First Amendment shall remain in full force and effect; and

WHEREAS, the City of Fishers Board of Public Works & Safety now desires to approve the First Amendment.

NOW THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

- Section 1. The Board hereby approves the First Amendment in substantially similar form as Exhibit A, which is attached hereto and incorporated herein.
- Section 2. The Board hereby authorizes the Fishers Sewer Utility Director to execute the First Amendment and any and all documents in furtherance of the First Amendment.
- Section 3. This resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 10th day of January, 2023.

**BOARD OF PUBLIC WORKS &
SAFETY, CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

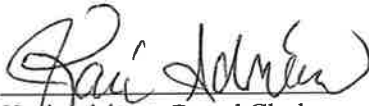
YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:


Kati Adriano, Board Clerk

DATE:

1/10/23

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl

**FIRST AMENDMENT TO SPECIAL CONTRACT FOR
EXTENSION OF SEWER MAINS AND FACILITIES BY
AND BETWEEN THE CITY OF FISHERS AND MARINA I L.P.**

(SPRINGS OF CAMBRIDGE AND LIFT STATION, SECTION 12)

THIS FIRST AMENDMENT TO THE SPECIAL CONTRACT FOR EXTENSION OF SEWER MAINS AND FACILITIES (“**First Amendment**”) is executed this 10 day of January, 2023 (“**Effective Date**”), by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (the “**Utility**”) and Marina I L.P (“**Subscriber**”, and together with the Utility, the “**Parties**”).

RECITALS:

WHEREAS, on or around April 8, 2021, Hamilton Southeastern Utilities, Inc. (“**HSEU**”) entered into a certain Special Contract for Extension of Sewer Mains and Facilities (“**Special Contract**”) with Subscriber to provide for the extension of such sanitary sewage disposal facilities and capacity necessary to serve Subscriber’s Development;

WHEREAS, on or around December 28, 2021, the Utility acquired all rights, title, and interest in all of HSEU’s assets, properties, business, and rights of every kind and description, whether tangible or intangible, real, personal, or mixed, as they applied to HSEU’s Fishers service area, which included, but was not limited to, the Special Contract;

WHEREAS, the Parties now desire to amend the Special Contract in order to allow Subscriber to convey the Cambridge Section 12 Lift Station, to be located at or near 13392 Haven Cove Ln, Parcel No.: 13-15-02-00-25-071.000 in Fishers, Indiana (the “**Lift Station**”), as further depicted in Exhibit H, attached hereto and incorporated herein, all as specifically set forth below;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Special Contract; and

WHEREAS, provisions of the Special Contract not specifically changed by this First Amendment shall remain in full force and effect.

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

1. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this First Amendment and are hereby incorporated into and made a part of this First Amendment as though they were fully set forth in this Section 1.
2. **Section 2(c), Maintenance Bond and Testing**, shall be amended by adding the following:

Upon substantial completion of construction of the Lift Station and subsequent to satisfactory performance of infiltration tests and/or low pressure air tests and/or mandrel tests and/or vacuum tests, as specified in the Standards and Specifications, the Subscriber shall provide the Utility with a standard three (3) year maintenance bond underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Lift Station or the respective phase thereof (the “**Lift Station Maintenance Bond**”). The Lift Station Maintenance Bond shall be in an amount equal to twenty percent (20%) of all construction costs of the Lift Station or the respective phase thereof.

3. **Section 2(f), Final Inspection Prior to Conveyance**, shall be amended by adding the following:

Within forty-five (45) days prior to the conveyance of the Lift Station, or respective phase thereof, to the Utility, an inspection (the “**Lift Station Final Inspection**”) of the Lift Station or phase thereof shall be conducted by a firm selected by the Utility. The Lift Station Final Inspection shall be conducted at the Utility’s expense and may consist of walk-through and closed-circuit television inspections of the Lift Station or respective phase thereof. The purpose of the Lift Station Final Inspection is to identify any defects in the Lift Station or phase thereof, which the Subscriber must rectify, at the Subscriber’s expense, prior to conveyance of the Lift Station. A Lift Station Final Inspection may also consist of flow monitoring, smoke, infiltration, exfiltration, vacuum, low-pressure air, pumping, or pressure (for force mains) testing or any other reasonable test to determine the quality of construction of the Lift Station or respective phase thereof. The Utility’s engineer shall have the sole discretion as to the necessity of the optional tests. The Utility shall provide to the Subscriber a copy of the results of the Lift Station Final Inspection and a list of any defects the Subscriber shall rectify prior to conveyance. Any defects shall be rectified by the Subscriber as directed by the Utility’s engineer, at the Subscriber’s sole cost and expense.

4. **Section 2(g), Conveyance of the Local Collection System**, shall be amended by adding the following:

Upon the date of substantial completion of construction and satisfactory performance of all testing on the Lift Station or any phase thereof, the Subscriber shall convey to the Utility all right, title, and interest in the Lift Station, but exclusive of laterals, building sewers, service pipes, and service lines which extend or will extend from a lot building, structure or premise to the sewer main extension (together referred to as “**Laterals**”), or any pipes or lines that extend from the sewer main extension and terminate at approximately the border of the lot line easement (“**Lateral Stubs**”) which conveyance shall at that date be treated as a “**System Contribution**”. The Laterals and Lateral Stubs shall at that time be conveyed to the respective lot owners. All System Contributions shall be treated as contributions-in-aid-of-construction. At the time of conveyance to Utility, the Subscriber shall deliver to the Utility such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in the Utility all of Subscriber’s title to the facilities comprising the Lift Station, or the respective phase thereof being conveyed (but exclusive of Laterals or Lateral Stubs which shall be transferred by

Subscriber to and owned by the respective lot owners), including, without limitation, a bill of sale in substantially the form attached hereto as **Exhibit I**. Thereafter, those portions of the Lift Station or the respective phase thereof, including all pipes, mains, lift stations, meters, other equipment and apparatus, and the facilities which compose the Lift Station or the respective phase thereof (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned and maintained by the respective lot owners) or to which the same is or may be connected (except the Laterals and Lateral Stubs), shall be and remain the sole property of the Utility, and the Utility shall be responsible for the maintenance and repair of the same. The Subscriber shall not, after the date on which the conveyances are made, have any right of property in the Lift Station or the respective phase thereof, or any part thereof by reason of or on account of its having made a System Contribution, or by reason of or on account of its having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor incident to, the construction of the Lift Station or the respective phase thereof.

Subscriber shall convey to the Utility, all right, title, and interest in that portion of the real estate on which the Lift Station is constructed, as determined by the City of Fishers on the secondary plat of the Proposed Development (the “**Lift Station Property**”). Subscriber shall dedicate the Lift Station Property within thirty (30) days of recording the secondary plat in substantially the form attached hereto as **Exhibit J**

5. **Section 5, Tax on Contributions**, shall be amended by deleting this section in its entirety.

6. **Section 20, Notice**, shall be amended by adding the following:
The Utility:

City of Fishers, Dept. of Engineering
Attn: Jason Taylor, Director
1 Municipal Drive
Fishers, IN 46038

With a copy to:

Christopher P. Greisl, City Attorney
City of Fishers, Administration
1 Municipal Drive
Fishers, IN 46038

7. **Attachments**, shall be amended by adding the following:
Exhibit H- Lift Station
Exhibit I – Bill of Sale (Lift Station)
Exhibit J – Warranty Deed (Lift Station Property)

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this First Amendment as of the date first written above.

“UTILITY”

CITY OF FISHERS, HAMILTON COUNTY,
INDIANA, ACTING BY AND THROUGH ITS
MUNICIPAL SEWER UTILITY

By: 
Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this 10 day of January, 2023.




Notary Public

Kari E Adriano
(Printed Signature)

My Commission Expires:
January 2, 2023

My County of Residence:
Hamilton

“SUBSCRIBER”
MARINA I L.P.

By:_____

Printed:_____

Its:_____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Marina I L.P., who acknowledged the execution of the foregoing First Amendment on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 202____.

Notary Public

(Printed Signature)

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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

EXHIBIT H

[Lift Station]

EXHIBIT I

[Bill of Sale –Lift Station]

BILL OF SALE
(Cambridge, Section 12 Lift Station)

KNOW ALL MEN BY THESE PRESENTS, that Marina I L.P, an Indiana Limited Partnership (“Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby bargains, sells, transfers, assigns, and sets over unto CITY OF FISHERS, HAMILTON COUNTY, INDIANA, an Indiana municipal corporation (“Grantee”), its successors and assigns, all of its right, title and interest in and to the sewer mains and facilities (the “Sewer Facilities”) described in the sanitary sewer record drawing plans (“Record Drawings”) attached hereto as Exhibit 1 and made a part hereof, including whether or not set forth in the Record Drawings (but exclusive of Laterals or Lateral stubs):

- (a) All sewer mains, pipes and conduits, lift stations, manholes, all necessary or incidental auxiliary or sub-main, pipes and conduits and other related facilities, appliances, apparatus and structures described in the Record Drawings (but exclusive of the Laterals or Lateral Stubs, as hereafter defined), convenient or proper for the purpose of rendering sewage disposal service (Laterals and Lateral Stubs, which are not being conveyed to Grantee, are defined as follows: “Laterals” shall be defined as any pipes (gravity or force main) which extend from a lot building, structure, or premise (“Lot Structure”) to the main line sewer which receives or will receive sewage from the Lot Structure; and “Lateral Stubs” shall be defined as any pipes or lines that extend from the main line sewer and terminate at approximately the border of the lot line easement or right-of-way for the Lot Structure.);
- (b) All rights and records, including without limitation accounting records, relating to the installation, construction, acquisition, operation, maintenance, repair, inspection and renewal of the Sewer Facilities; and
- (c) All rights-of-way, licenses, contracts, permits and other rights and authority held by Grantor in connection with its ownership of the Sewer Facilities;

TO HAVE AND TO HOLD the Sewer Facilities, together with all incomes, revenues, rents, issues and profits thereof hereafter accruing unto Grantee, its successors and assigns, forever.

The Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of, and has good and marketable title to, the Sewer Facilities for the use to which they are devoted; that the Sewer Facilities are free from encumbrances; that Grantor has the lawful right and capacity to transfer the Sewer Facilities; and that Grantor will warrant and defend the Sewer Facilities against the lawful claims and demands of all persons claiming by, through or under

Grantor. The undersigned executing this Bill of Sale on behalf of Grantor represents and certifies that the undersigned is duly authorized and fully empowered to execute and deliver this Bill of Sale and that all necessary actions for the making of such conveyance has been taken and done.

It is understood wherever in this instrument reference is made to either of the parties hereto, it shall be held to include the successors and assigns of such party the same as if in each and every case so expressed.

IN WITNESS WHEREOF, Marina I L.P. has executed this Bill of Sale (Cambridge, Section 12 Lift Station on this ____ day of _____, 20__.

“GRANTOR”

Marina I L.P.

By _____
(Signature)

(Printed Name & Title)

ATTEST:

(Signature)

(Printed Name)

Exhibit 1

[Record Drawings of Lift Station]

Exhibit J

[*Warranty Deed*]

Tax Parcel No. 13-15-02-00-25-071.000
Cross Reference No.: 2021-69526
For Tax Purposes: City of Fishers
1 Municipal Drive
Fishers, IN 46038

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that Marina I L.P. (“Grantor”), hereby warrants and conveys to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility (“Grantee”), for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, certain real property generally located at or about 13392 Haven Cove Ln., Parcel No.: 13-15-02-00-25-071.000, Fishers, Hamilton County, Indiana, and more particularly described and depicted in Exhibit A attached hereto and incorporated herein (“Real Estate”).

This conveyance is subject to the following:

- 1) Any and all easements, conditions and restrictions of record; and
- 2) All exceptions included in the title commitment.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights shall remain with the Grantor or any successors in title to the abutting lands of the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____ 202____.

[SIGNATURE ON FOLLOWING PAGE]

Marina I L.P. (“Grantor”)

Printed Name

(Signature)

NOTARY’S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said State and County, personally appeared _____, who acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 202_____.

Signature

Printed Name

My Commission expires: _____

I am a resident of _____ County.

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. /s/ Christopher P. Greisl

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers, IN 46038

EXHIBIT A

[Legal Description of Lift Station Property]

**FIRST AMENDMENT TO SPECIAL CONTRACT FOR
EXTENSION OF SEWER MAINS AND FACILITIES BY
AND BETWEEN THE CITY OF FISHERS AND MARINA I L.P.**

(SPRINGS OF CAMBRIDGE AND LIFT STATION, SECTION 12)

THIS FIRST AMENDMENT TO THE SPECIAL CONTRACT FOR EXTENSION OF SEWER MAINS AND FACILITIES (“**First Amendment**”) is executed this _____ day of January, 2023 (“**Effective Date**”), by and between the City of Fishers, Hamilton County, Indiana, acting by and through its municipal sewer utility (the “**Utility**”) and Marina I L.P (“**Subscriber**”, and together with the Utility, the “**Parties**”).

RECITALS:

WHEREAS, on or around April 8, 2021, Hamilton Southeastern Utilities, Inc. (“**HSEU**”) entered into a certain Special Contract for Extension of Sewer Mains and Facilities (“**Special Contract**”) with Subscriber to provide for the extension of such sanitary sewage disposal facilities and capacity necessary to serve Subscriber’s Development;

WHEREAS, on or around December 28, 2021, the Utility acquired all rights, title, and interest in all of HSEU’s assets, properties, business, and rights of every kind and description, whether tangible or intangible, real, personal, or mixed, as they applied to HSEU’s Fishers service area, which included, but was not limited to, the Special Contract;

WHEREAS, the Parties now desire to amend the Special Contract in order to allow Subscriber to convey the Cambridge Section 12 Lift Station, to be located at or near 13392 Haven Cove Ln, Parcel No.: 13-15-02-00-25-071.000 in Fishers, Indiana (the “**Lift Station**”), as further depicted in Exhibit H, attached hereto and incorporated herein, all as specifically set forth below;

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Special Contract; and

WHEREAS, provisions of the Special Contract not specifically changed by this First Amendment shall remain in full force and effect.

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

1. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this First Amendment and are hereby incorporated into and made a part of this First Amendment as though they were fully set forth in this Section 1.
2. **Section 2(c), Maintenance Bond and Testing**, shall be amended by adding the following:

Upon substantial completion of construction of the Lift Station and subsequent to satisfactory performance of infiltration tests and/or low pressure air tests and/or mandrel tests and/or vacuum tests, as specified in the Standards and Specifications, the Subscriber shall provide the Utility with a standard three (3) year maintenance bond underwritten by suitable surety, which bond shall provide financial security to the Utility against faulty materials or improper workmanship respecting the construction and installation of the Lift Station or the respective phase thereof (the “**Lift Station Maintenance Bond**”). The Lift Station Maintenance Bond shall be in an amount equal to twenty percent (20%) of all construction costs of the Lift Station or the respective phase thereof.

3. **Section 2(f), Final Inspection Prior to Conveyance**, shall be amended by adding the following:

Within forty-five (45) days prior to the conveyance of the Lift Station, or respective phase thereof, to the Utility, an inspection (the “**Lift Station Final Inspection**”) of the Lift Station or phase thereof shall be conducted by a firm selected by the Utility. The Lift Station Final Inspection shall be conducted at the Utility’s expense and may consist of walk-through and closed-circuit television inspections of the Lift Station or respective phase thereof. The purpose of the Lift Station Final Inspection is to identify any defects in the Lift Station or phase thereof, which the Subscriber must rectify, at the Subscriber’s expense, prior to conveyance of the Lift Station. A Lift Station Final Inspection may also consist of flow monitoring, smoke, infiltration, exfiltration, vacuum, low-pressure air, pumping, or pressure (for force mains) testing or any other reasonable test to determine the quality of construction of the Lift Station or respective phase thereof. The Utility’s engineer shall have the sole discretion as to the necessity of the optional tests. The Utility shall provide to the Subscriber a copy of the results of the Lift Station Final Inspection and a list of any defects the Subscriber shall rectify prior to conveyance. Any defects shall be rectified by the Subscriber as directed by the Utility’s engineer, at the Subscriber’s sole cost and expense.

4. **Section 2(g), Conveyance of the Local Collection System**, shall be amended by adding the following:

Upon the date of substantial completion of construction and satisfactory performance of all testing on the Lift Station or any phase thereof, the Subscriber shall convey to the Utility all right, title, and interest in the Lift Station, but exclusive of laterals, building sewers, service pipes, and service lines which extend or will extend from a lot building, structure or premise to the sewer main extension (together referred to as “**Laterals**”), or any pipes or lines that extend from the sewer main extension and terminate at approximately the border of the lot line easement (“**Lateral Stubs**”) which conveyance shall at that date be treated as a “**System Contribution**”. The Laterals and Lateral Stubs shall at that time be conveyed to the respective lot owners. All System Contributions shall be treated as contributions-in-aid-of-construction. At the time of conveyance to Utility, the Subscriber shall deliver to the Utility such deeds, bills of sale, assignments, and other instruments of transfer as may be necessary to vest in the Utility all of Subscriber’s title to the facilities comprising the Lift Station, or the respective phase thereof being conveyed (but exclusive of Laterals or Lateral Stubs which shall be transferred by

Subscriber to and owned by the respective lot owners), including, without limitation, a bill of sale in substantially the form attached hereto as **Exhibit I**. Thereafter, those portions of the Lift Station or the respective phase thereof, including all pipes, mains, lift stations, meters, other equipment and apparatus, and the facilities which compose the Lift Station or the respective phase thereof (but exclusive of Laterals or Lateral Stubs which shall be transferred by Subscriber to and owned and maintained by the respective lot owners) or to which the same is or may be connected (except the Laterals and Lateral Stubs), shall be and remain the sole property of the Utility, and the Utility shall be responsible for the maintenance and repair of the same. The Subscriber shall not, after the date on which the conveyances are made, have any right of property in the Lift Station or the respective phase thereof, or any part thereof by reason of or on account of its having made a System Contribution, or by reason of or on account of its having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor incident to, the construction of the Lift Station or the respective phase thereof.

Subscriber shall convey to the Utility, all right, title, and interest in that portion of the real estate on which the Lift Station is constructed, as determined by the City of Fishers on the secondary plat of the Proposed Development (the “**Lift Station Property**”). Subscriber shall dedicate the Lift Station Property within thirty (30) days of recording the secondary plat in substantially the form attached hereto as **Exhibit J**

5. **Section 5, Tax on Contributions**, shall be amended by deleting this section in its entirety.

6. **Section 20, Notice**, shall be amended by adding the following:
The Utility:

City of Fishers, Dept. of Engineering
Attn: Jason Taylor, Director
1 Municipal Drive
Fishers, IN 46038

With a copy to:

Christopher P. Greisl, City Attorney
City of Fishers, Administration
1 Municipal Drive
Fishers, IN 46038

7. **Attachments**, shall be amended by adding the following:
Exhibit H- Lift Station
Exhibit I – Bill of Sale (Lift Station)
Exhibit J – Warranty Deed (Lift Station Property)

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed, or have caused their duly authorized representatives to execute, this First Amendment as of the date first written above.

“UTILITY”

CITY OF FISHERS, HAMILTON COUNTY,
INDIANA, ACTING BY AND THROUGH ITS
MUNICIPAL SEWER UTILITY

By:_____

Jonathan Valenta,
Fishers Sewer Utility Director

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jonathan Valenta, by me known to be the Sewer Utility Director for Fishers Sewer Utility, who acknowledged the execution of the foregoing "Sanitary Sewer Service Agreement" on behalf of the Fishers Sewer Utility.

WITNESS my hand and Notarial Seal this _____ day of _____, 202__.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

“SUBSCRIBER”
MARINA I L.P.

By:_____

Printed:_____

Its:_____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____ of Marina I L.P., who acknowledged the execution of the foregoing First Amendment on behalf of said entity.

WITNESS my hand and Notarial Seal this _____ day of _____, 202____.

Notary Public

(Printed Signature)

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. Christopher P. Greisl

This instrument was prepared by and after recording return to: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers Indiana 46038.

EXHIBIT H

[Lift Station]

EXHIBIT I

[Bill of Sale –Lift Station]

BILL OF SALE
(Cambridge, Section 12 Lift Station)

KNOW ALL MEN BY THESE PRESENTS, that Marina I L.P, an Indiana Limited Partnership (“Grantor”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby bargains, sells, transfers, assigns, and sets over unto CITY OF FISHERS, HAMILTON COUNTY, INDIANA, an Indiana municipal corporation (“Grantee”), its successors and assigns, all of its right, title and interest in and to the sewer mains and facilities (the “Sewer Facilities”) described in the sanitary sewer record drawing plans (“Record Drawings”) attached hereto as Exhibit 1 and made a part hereof, including whether or not set forth in the Record Drawings (but exclusive of Laterals or Lateral stubs):

- (a) All sewer mains, pipes and conduits, lift stations, manholes, all necessary or incidental auxiliary or sub-main, pipes and conduits and other related facilities, appliances, apparatus and structures described in the Record Drawings (but exclusive of the Laterals or Lateral Stubs, as hereafter defined), convenient or proper for the purpose of rendering sewage disposal service (Laterals and Lateral Stubs, which are not being conveyed to Grantee, are defined as follows: “Laterals” shall be defined as any pipes (gravity or force main) which extend from a lot building, structure, or premise (“Lot Structure”) to the main line sewer which receives or will receive sewage from the Lot Structure; and “Lateral Stubs” shall be defined as any pipes or lines that extend from the main line sewer and terminate at approximately the border of the lot line easement or right-of-way for the Lot Structure.);
- (b) All rights and records, including without limitation accounting records, relating to the installation, construction, acquisition, operation, maintenance, repair, inspection and renewal of the Sewer Facilities; and
- (c) All rights-of-way, licenses, contracts, permits and other rights and authority held by Grantor in connection with its ownership of the Sewer Facilities;

TO HAVE AND TO HOLD the Sewer Facilities, together with all incomes, revenues, rents, issues and profits thereof hereafter accruing unto Grantee, its successors and assigns, forever.

The Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of, and has good and marketable title to, the Sewer Facilities for the use to which they are devoted; that the Sewer Facilities are free from encumbrances; that Grantor has the lawful right and capacity to transfer the Sewer Facilities; and that Grantor will warrant and defend the Sewer Facilities against the lawful claims and demands of all persons claiming by, through or under

Grantor. The undersigned executing this Bill of Sale on behalf of Grantor represents and certifies that the undersigned is duly authorized and fully empowered to execute and deliver this Bill of Sale and that all necessary actions for the making of such conveyance has been taken and done.

It is understood wherever in this instrument reference is made to either of the parties hereto, it shall be held to include the successors and assigns of such party the same as if in each and every case so expressed.

IN WITNESS WHEREOF, Marina I L.P. has executed this Bill of Sale (Cambridge, Section 12 Lift Station on this ____ day of _____, 20__.

“GRANTOR”

Marina I L.P.

By _____
(Signature)

(Printed Name & Title)

ATTEST:

(Signature)

(Printed Name)

Exhibit 1

[Record Drawings of Lift Station]

Exhibit J

[*Warranty Deed*]

Tax Parcel No. 13-15-02-00-25-071.000
Cross Reference No.: 2021-69526
For Tax Purposes: City of Fishers
1 Municipal Drive
Fishers, IN 46038

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that Marina I L.P. (“Grantor”), hereby warrants and conveys to the City of Fishers, Hamilton County, Indiana, by and through its municipal sewer utility (“Grantee”), for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, certain real property generally located at or about 13392 Haven Cove Ln., Parcel No.: 13-15-02-00-25-071.000, Fishers, Hamilton County, Indiana, and more particularly described and depicted in Exhibit A attached hereto and incorporated herein (“Real Estate”).

This conveyance is subject to the following:

- 1) Any and all easements, conditions and restrictions of record; and
- 2) All exceptions included in the title commitment.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights shall remain with the Grantor or any successors in title to the abutting lands of the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____ 202____.

[SIGNATURE ON FOLLOWING PAGE]

Marina I L.P. (“Grantor”)

Printed Name

(Signature)

NOTARY’S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said State and County, personally appeared _____, who acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 202____.

Signature

Printed Name

My Commission expires: _____

I am a resident of _____ County.

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. /s/ Christopher P. Greisl

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Administration, 1 Municipal Drive, Fishers, IN 46038

EXHIBIT A

[Legal Description of Lift Station Property]



AHEAD, Inc.
401 Michigan Avenue
Suite 3400
Chicago, IL 60611

Ahead Client Director:
Aaron Tulledge
aaron.tulledge@ahead.com

Ahead Quote Number
AHD2022167175 - 1
Reference Number:
35465253
Quote Date:
8/26/2022
Expiration Date:
9/25/2022

Shipping Address:
City of Fishers
Sean Totten
3 Municipal Dr. #210
Fishers IN 46038

Billing Address:
Accounts Payable
City of Fishers
3 Municipal Dr., #110
Fishers IN 46038

Client Operations Specialist
Robyn Slominski
(248) 215-0454
robyn.slominski@ahead.com

MPA:

Payment Terms:
Net 30

City of Fishers - Okta CIAM 20k aMAUs - 11/1/22 - 10/31/23					Unit Price	Extended Price
	QTY	Part Number	Description			
Software	1	G379-20K	API Products - Enterprise. 20k aMAUs. 20,000 MAU per Year. Term Dates 11/1/22 - 10/31/23			
Software	1	G147-20K	API Products - Directory Integration. 20k aMAUs. 20,000 MAU per Year. Term Dates 11/1/22 - 10/31/23			
Software	1	G380-20K	API Products - Adaptive MFA. 20k aMAUs. 20,000 MAU per Year. Term Dates 11/1/22 - 10/31/23			
Software	1	G146-20K	API Products - Single Sign-On with Unlimited Apps. 20k aMAUs. 20,000 MAU per Year. Term Dates 11/1/22 - 10/31/23			
Software	1	G142-20K	API Products - Lifecycle Management with 10 OIN Apps. 20k aMAUs. 20,000 MAU per Year. Term Dates 11/1/22 - 10/31/23			
Software	1	G722-20K	Platform - Medium Customer Identity Workflows (150 flows) 20,000 MAU per Year. Term Dates 11/1/22 - 10/31/23			
Software	1	G150-20K	API Products - API Access Management. 20k aMAUs. 20,000 MAU per Year. Term Dates 11/1/22 - 10/31/23			
Maintenance - Software	1	G103	Support - Premier Success Package. 15% of total annual license cost. Term Dates 11/1/22 - 10/31/23 - 12.00 MNTHS			
Training	1	G085	Okta Essentials is the foundational course that's a must for System Administrators and anyone responsible for setting up Okta to help ensure implementation success. Get hands-on experience creating and configuring users and applications and learn about...			
Web Services	1	G009	Sandbox - Preview Sandbox. 15% of total annual license cost annual license cost. Term Dates 11/1/22 - 10/31/23			

Software:	\$79,544.28
Maintenance:	\$11,268.77
Training:	\$2,795.36
Web Services:	\$6,562.40
Total Investment:	\$100,170.81

Acceptance of this quote authorizes Ahead to invoice the party indicated herein ("Customer"). Any Services covered by an Ahead Service Brief shall be invoiced in advance and in full, regardless of whether or not such Services have been completed. Ahead reserves the right to make partial shipments. Customer acknowledges that it has read the Terms and Conditions, linked below, and those Terms and Conditions shall govern and apply, unless a previously executed agreement governing the sale of products exists between Ahead and Customer. The Special Additional Terms (the "SAT") contained in this quote (if any) shall supplement the attached Terms and Conditions or previously executed agreement (collectively, the "Agreements"), provided, however that in the event of any conflict or inconsistency between the SAT and any of the Agreements, the SAT shall take precedence, govern and control. By accepting this quote, Client also agrees to any manufacturer terms applicable to the third party products and services purchased under this quote. Except as indicated otherwise, pricing does not include sales tax, VAT or shipping charges. To the extent taxes are included on the quote, these taxes are estimates and may vary from the taxes listed on the invoice, which shall take precedence. All shipping charges shall be invoiced separately following delivery. Acceptance may be emailed to AR@ahead.com.

Terms and Conditions: <https://go.ahead.com/rs/833-BEW-758/images/Snap%20Terms%202021%20-%20%20Portrait%20%2802.01.21%20--%20Current%29.pdf>

Authorized Signature: _____

Date: _____

Printed Name: _____

Qty Purchase Agreement QPA Number	Page
00000000000000000000000021430	1 of 6
Requisition Nbr.:	Carahsoft-Software & Services
Effective Date:	08/01/2017
Expiration Date:	12/31/2022
Agency Number:	00061
Facility:	QPA 21430
Vendor ID:	0000079023
Name Of Contact Pers:	Carahsoft Quote Request
Contact Email:	SLEDcontracts@carahsoft.com

Name and Address of Vendor: CARAHSOFT TECHNOLOGY CORPORATION
1860 MICHAEL FARADAY DR STE 100
RESTON, VA 20190

State Form 9955(R10/7-08)-Electronic Version-Approved by State Board Of Accounts, 2008



Carahsoft QPA 21430

Software, Equipment & Services

State of Indiana

Quantity Purchase Agreement #21430

Last Updated: 10/01/20



Maintained by:
Indiana Department of Administration

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3.0	Authorized Participating Dealers/Resellers.....	5

1 Overview

The State of Indiana (SoIN) is utilizing an established General Services Administration (“GSA”) contract #GS-35F-0119Y. This contract will provide key hardware and software products and professional services provided by or fulfilled through Carahsoft. The intent of this agreement is to reduce the number of standalone contracts in place by incorporating Statements of Work (“SoW”) for each service engagement in this Quantity Purchase Agreement (“QPA”).

1.1 Description

- i** The following categories are available via this QPA. Please reference **Exhibit A**, of the SoIN Executed Contract, for more detailed information about each category.
- Special Item No. 132-3 Leasing of Products
 - No leasing transactions will occur under this contract by the State unless prior authorization has been obtained by the State Budget Agency
 - Special Item No. 132-8 Purchase of New Equipment
 - Special Item No. 132-12 Equipment Maintenance
 - Special Item No. 132-32 Term Software Licenses
 - Special Item No. 132-33 Perpetual Software Licenses
 - Special Item No. 132-34 Maintenance of Software as a Service
 - Special Item No. 132-40 Cloud Computing Services
 - Special Item No. 132-50 Training Courses
 - Special Item No. 132-51 Information Technology Professional Services
 - Special Item No. 132-52 Electronic Commerce and Subscription Services

1.2 Contract Information

i SoIN Contract Number: 0000000000000000000021430
 SoIN Executed Contract: <https://contracts.idoa.in.gov/idoacontractswb/PUBLIC/106039-000.pdf>
 Amendment 1: <https://contracts.idoa.in.gov/idoacontractswb/PUBLIC/106039-001.pdf>
 Amendment 2: <https://contracts.idoa.in.gov/idoacontractswb/PUBLIC/0000000000000000000021430-002.pdf>
 Amendment 3: <https://contracts.idoa.in.gov/idoacontractswb/PUBLIC/0000000000000000000021430-003.pdf>

GSA Contract Number: GS-35F-0119Y
 GSA eLibrary Contract Information (GS-35F-0119Y):
<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0119Y&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES>

Contract Execution Date: 08/01/2017
 Contract Expiration: 07/31/2021

1.3 Contact Information

Name	Email	Phone	Group	Notes
Carahsoft Quote Request	SLEDcontracts@carahsoft.com	N/A	Carahsoft	Quote requests
Matt Rattigan	Matt.Rattigan@carahsoft.com	T: 703.871.8615 C: 570.617.4598	Carahsoft	Business Development Director & main point of contact
Alex Cord	Alex.Cord@Carahsoft.com	703.889.9734	Carahsoft	Carahsoft contract point of contact
Order Management Team	OMTeam@Carahsoft.com	N/A	Carahsoft	Send all orders to this email
Software Licensing Group	softwarelicensing@iot.in.gov	N/A	IOT	Tracks licensing
IOT Procurement	IOTProcurement@iot.IN.gov	N/A	IOT	IOT procurement point of contact
Mark Hempel	mhempel@idoa.IN.gov	317.232.2498	IDOA	IDOA point of contact

1.4 Purchasing Overview (for State Government)

i SOFTWARE AND EQUIPMENT

Software transactions are facilitated by IOT. Agencies should work with Carahsoft to get a finalized quote. Finalized quotes should be sent to the IOT Procurement team through submitting a helpdesk ticket, and IOT will finalize the purchase. Be sure to attach the finalized quote to the helpdesk ticket. They act as a liaison, in order to track licenses that agencies purchase for software products across the entire state. Agencies can submit a ticket by calling 317-234-4357 or using the help desk assistant icon on their desktop.

NOTE: Once the helpdesk ticket is received by the IOT Procurement team, approximately two (2) weeks should be expected for turnaround time.

IOT requests that the agencies forward any license information, so they can track it. Agencies can send the licensing information to #IOT Software Licensing (softwarelicensing@iot.IN.gov).

NOTE: If the software needs to be installed, IOT requests that the Agency submit a ticket to have the product packaged so a desktop technician could deploy it through the software center. If these procedures are not followed it makes it difficult for IOT to support the workstation.

i PROFESSIONAL SERVICES

Any entity utilizing professional services outlined in the Form Contract, shall complete the Statement of Work (Template contained with the contract as **Exhibit B**). Once paperwork is fully executed, the contractor or its Authorized Resellers/Partners shall develop a project plan for each new business opportunity added to the contract thereafter, with timelines mutually agreed to by the State and the Contractor or its Authorized Resellers/Partners. The executed SoW's are deemed to be attached to and incorporated within this contract by reference.

A copy of all fully executed Statements of Work and any subsequent Change Orders shall be sent to Mark Hempel (MHempel@idoa.IN.gov) and IOTProcurement@iot.IN.gov.

i GENERAL

All quote and SoW's should contain the following language, at a minimum:

"This quote/PO is based on the State of Indiana Contract Number (QPA) # 21430 and the GSA Contract # GS-35F-0119Y."

i ISSUING PURCHASE ORDER (PO)

Send all PO's to the Order Management team at Carahsoft (OMTeam@Carahsoft.com)

2 Products & Services Available

2.1 Contract Vendors

i Carahsoft Technology Corp. is a top-ranked GSA Schedule Contract holder and acts as a master government aggregator for many of its best-of-breed vendors through the GSA Schedule. Carahsoft is a vertical focused company with expertise in Cyber Security, Mobility, Big Data, Cloud Computing, Virtualization and Open Source, among others. We aim to support and offer complete solutions sets to our customer not individual products. Carahsoft's full list of solutions on GSA are listed on Carahsoft's website.

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70>

i AUTHORIZED RESELLER/PARTNER

Each Authorized Reseller/Partner used by the State pursuant to this QPA must:

- (i) Be registered to do business with the Indiana Secretary of State;
- (ii) Be registered with the Indiana Department of Administration;
- (iii) Have obtained a separate Vendor number from the Indiana Auditor of State;
- (iv) Have provided the Auditor with the information required to make payment by electronic transfer as required by IC 4-13-2-14.8;
- (v) Have agreed to accept the terms and conditions of this QPA when accepting an order placed on behalf of the State; and

(vi) Be mutually agreed to by the Contractor and the State.

Note: Items i, ii, iii and iv can be completed at: <https://www.in.gov/idoa/2463.htm>

2.2 Manufactures Commercial Supplier Agreements



QPA Exhibit A – Attachment III

Carahsoft's manufacturer partners provide terms and conditions through Commercial Supplier Agreements. These Agreements are approved by GSA and added to the Contractor's Schedule. A full list of these Agreements is available on Carahsoft's website.

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2>

2.3 GSA Advantage Online



Provides an overview of the product offerings and associated pricing available via this agreement.

<https://www.gsadvantage.gov/advantage/s/search.do?q=19:5GS-35F-0119Y&searchType=1>

Note: Once you have clicked on this link and the page has loaded, hit refresh to re-load the line items.

3 Reseller Authorization

3.0 Authorized Participating Dealers/Resellers



QPA Exhibit A – Attachment I

As a public sector distributor and aggregator, Carahsoft works with a number of authorized resellers through its contract. These resellers act as quoting and ordering agents that allow for increased coverage, improved pricing and ability to meet the industry's small and minority business requirements. A full list of authorized resellers is available on Carahsoft's website.

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers>

Full List: http://www.carahsoft.com/application/files/5915/0247/1071/GSA_PD_July.pdf



Additions, specific to the State of Indiana

- DivvyCloud Software License Subscription Terms and Conditions (Exhibit E of Amendment 2)
- Vlocity, Inc. Master Subscription Agreement (Exhibit F of Amendment 2)
- Centrifly – Software
- eCivis - Software
- KnowBe4 - Software and Services (Exhibit G of Amendment 3)

RESOLUTION NO. R011023K

**A RESOLUTION OF THE CITY OF FISHERS BOARD OF PUBLIC
WORKS & SAFETY APPROVING THE SPECIAL PURCHASE OF
A CERTAIN DIGITAL IDENTITY MANAGEMENT SYSTEM**

WHEREAS, the City of Fishers, Hamilton County, Indiana (“City”), by and through its IT Department, seeks to purchase certain software and services (collectively, the “Software”) for the creation of a digital identity management platform for Geist Waterfront Park and other City assets;

WHEREAS, AHEAD, Inc. (“AHEAD”) proposes to provide the Software, as more particularly described in the special purchase quote, which is attached hereto and incorporated herein as Exhibit A (“Special Purchase”);

WHEREAS, the Special Purchase is for Software offered by Okta, pursuant to the State of Indiana Qualified Purchase Agreement, QPA #21430;

WHEREAS, the Software is being provided to the City at a substantial discount, saving the City approximately Twenty-Six Thousand and no/100 Dollars (\$26,000) from list price;

WHEREAS, pursuant to Ind. Code §5-22-10-5, the City can make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City;

WHEREAS, pursuant to Ind. Code §5-22-10-12, a purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price;

WHEREAS, in accordance with Ind. Code §5-22-10-8, a purchasing agent may make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase, and only one source meets the using agency’s reasonable requirements;

WHEREAS, in accordance with Ind. Code § 5-22-10-15, a purchasing agent may make a special purchase when a person has a contract with a federal/state agency and the person’s contract with the federal/state agency requires the person to make the supplies available to the state or political subdivision; and

WHEREAS, the City now desires to approve the Special Purchase with AHEAD as further described herein.

NOW THEREFORE, BE IT RESOLVED, by the City of Fishers Board of Public Works & Safety meeting in regular session as follows:

Section 1. The Board hereby approves the Special Purchase with AHEAD, as more specifically described in Exhibit A, attached hereto and incorporated herein.

Section 2. The Board hereby designates the Mayor and/or IT Director to execute the Special Purchase and any and all documents necessary to effectuate its intent.

Section 3. This Resolution shall be of full force and effect from and upon its adoption and in accordance with Indiana law.

SO RESOLVED, by the City of Fishers Board of Public Works & Safety meeting this 10th day of January, 2023.

**BOARD OF PUBLIC WORKS & SAFETY,
CITY OF FISHERS
HAMILTON COUNTY, INDIANA**

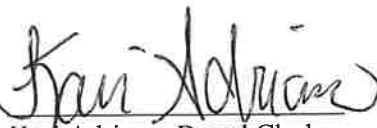
YAY

NAY

ABSTAIN

	Scott Fadness, Chairman		
	Jeff Lantz, Member		
	Jason Meyer, Member		

ATTEST:


Karl Adriano, Board Clerk

DATE:

1/10/23

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana,
One Municipal Drive, Fishers, Indiana, 46038

"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." /s/ Christopher P. Greisl



Shipping Address:
City of Fishers
Sean Totten
3 Municipal Dr. #210
Fishers IN 46038

AHEAD, Inc.
401 Michigan Avenue
Suite 3400
Chicago, IL 60611

Billing Address:
Accounts Payable
City of Fishers
3 Municipal Dr., #110
Fishers IN 46038

MPA:

Payment Terms:
Net 30

Ahead Client Director:
Aaron Tulledge

aaron.tulledge@ahead.com

Client Operations Specialist
Robyn Slominski
(248) 215-0454
robyn.slominski@ahead.com

Ahead Quote Number
AHD2022167175 - 1
Reference Number:
35465253
Quote Date:
8/26/2022
Expiration Date:
9/25/2022

City of Fishers - Okta CIAM 20k aMAUs - 11/1/22 - 10/31/23					Unit Price	Extended Price
	QTY	Part Number	Description			
Software	1	G379-20K	API Products - Enterprise. 20k aMAUs. 20,000 MAU per Year. Term Dates 11/1/22 - 10/31/23			
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Maintenance - Software	1	G103	Support - Premier Success Package. 15% of total annual license cost. Term Dates 11/1/22 - 10/31/23 - 12.00 MNTHS			
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Maintenance:	\$11,268.77
Training:	\$2,795.36
Web Services:	\$6,562.40
Total Investment:	\$100,170.81

Acceptance of this quote authorizes Ahead to invoice the party indicated herein ("Customer"). Any Services covered by an Ahead Service Brief shall be invoiced in advance and in full, regardless of whether or not such Services have been completed. Ahead reserves the right to make partial shipments. Customer acknowledges that it has read the Terms and Conditions, linked below, and those Terms and Conditions shall govern and apply, unless a previously executed agreement governing the sale of products exists between Ahead and Customer. The Special Additional Terms (the "SAT") contained in this quote (if any) shall supplement the attached Terms and Conditions or previously executed agreement (collectively, the "Agreements"), provided, however that in the event of any conflict or inconsistency between the SAT and any of the Agreements, the SAT shall take precedence, govern and control. By accepting this quote, Client also agrees to any manufacturer terms applicable to the third party products and services purchased under this quote. Except as indicated otherwise, pricing does not include sales tax, VAT or shipping charges. To the extent taxes are included on the quote, these taxes are estimates and may vary from the taxes listed on the invoice, which shall take precedence. All shipping charges shall be invoiced separately following delivery. Acceptance may be emailed to AR@ahead.com.

Terms and Conditions: <https://go.ahead.com/rs/833-BEW-758/images/Snap%20Terms%202021%20-%20%20Portrait%20%2802.01.21%20--%20Current%29.pdf>

Authorized Signature: _____

Date: _____

Printed Name: _____

Qty Purchase Agreement QPA Number	Page
0000000000000000000021430	1 of 6
Requisition Nbr.:	Carahsoft-Software & Services
Effective Date:	08/01/2017
Expiration Date:	12/31/2022
Agency Number:	00061
Facility:	QPA 21430
Vendor ID:	0000079023
Name Of Contact Pers:	Carahsoft Quote Request
Contact Email:	SLEDcontracts@carahsoft.com

Name and Address of Vendor: CARAHSOFT TECHNOLOGY CORPORATION
1860 MICHAEL FARADAY DR STE 100
RESTON, VA 20190

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement.

The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement. **Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.**

CONTRACT INFORMATION

SolN Contract Number: 0000000000000000000021430

SolN Executed Contract: <https://contracts.idoa.in.gov/idoacontractsweb/PUBLIC/106039-000.pdf>

SolN Executed Amendment 1: <https://contracts.idoa.in.gov/idoacontractsweb/PUBLIC/106039-001.pdf>

SoIN Executed Amendment 2: <https://contracts.idoa.in.gov/idoacontractsweb/PUBLIC/000000000000000000021430-002.pdf>

SolN Executed Amendment 3: <https://contracts.idoa.in.gov/idoacontractsweb/PUBLIC/0000000000000000000021430-003.pdf>

GSA Contract Number: GS-35F-0119Y

GSA eLibrary Contract Information (GS-35F-0119Y)

PURCHASING OVERVIEW (for State Government)

Software and Equipment

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CONTACT INFORMATION (Non-State Agencies)

Carahsoft Quote Request

Email: SLEDcontracts@carahsoft.com

Notes: Quote requests

Carahsoft Order Management Team

Email: OMTeam@Carahsoft.com

Notes: Send all orders to this email

Please review the following pages, for a more in-depth overview of this QPA.



Carahsoft QPA 21430

Software, Equipment & Services

State of Indiana

Quantity Purchase Agreement #21430

Last Updated: 10/01/20



Maintained by:
Indiana Department of Administration

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Amendment 3: <https://contracts.idoa.in.gov/idoacontractswEB/PUBLIC/000000000000000000021430-003.pdf>

GSA Contract Number: GS-35F-0119Y
GSA eLibrary Contract Information (GS-35F-0119Y):
<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0119Y&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES>

Contract Execution Date: 08/01/2017
Contract Expiration: 07/31/2021

Name	Email	Phone	Group	Notes
Carahsoft Quote Request	LEDcontracts@carahsoft.com	N/A	Carahsoft	Quote requests
Matt Rattigan	Matt.Rattigan@carahsoft.com	T: 703.871.8615 C: 570.617.4598	Carahsoft	Business Development Director & main point of contact
Alex Cord	Alex.Cord@Carahsoft.com	703.889.9734	Carahsoft	Carahsoft contract point of contact
Order Management Team	OMTeam@Carahsoft.com	N/A	Carahsoft	Send all orders to this email
Software Licensing Group	softwarelicensing@iot.in.gov	N/A	IOT	Tracks licensing
IOT Procurement	IOTProcurement@iot.IN.gov	N/A	IOT	IOT procurement point of contact
Mark Hempel	mhempel@idoa.IN.gov	317.232.2498	IDOA	IDOA point of contact

1.4 Purchasing Overview (for State Government)

i SOFTWARE AND EQUIPMENT

Software transactions are facilitated by IOT. Agencies should work with Carahsoft to get a finalized quote. Finalized quotes should be sent to the IOT Procurement team through submitting a helpdesk ticket, and IOT will finalize the purchase. Be sure to attach the finalized quote to the helpdesk ticket. They act as a liaison, in order to track licenses that agencies purchase for software products across the entire state. Agencies can submit a ticket by calling 317-234-4357 or using the help desk assistant icon on their desktop.

NOTE: Once the helpdesk ticket is received by the IOT Procurement team, approximately two (2) weeks should be expected for turnaround time.

IOT requests that the agencies forward any license information, so they can track it. Agencies can send the licensing information to #IOT Software Licensing (softwarelicensing@iot.IN.gov).

NOTE: If the software needs to be installed, IOT requests that the Agency submit a ticket to have the product packaged so a desktop technician could deploy it through the software center. If these procedures are not followed it makes it difficult for IOT to support the workstation.

i PROFESSIONAL SERVICES

Any entity utilizing professional services outlined in the Form Contract, shall complete the Statement of Work (Template contained with the contract as **Exhibit B**). Once paperwork is fully executed, the contractor or its Authorized Resellers/Partners shall develop a project plan for each new business opportunity added to the contract thereafter, with timelines mutually agreed to by the State and the Contractor or its Authorized Resellers/Partners. The executed SoW's are deemed to be attached to and incorporated within this contract by reference.

A copy of all fully executed Statements of Work and any subsequent Change Orders shall be sent to Mark Hempel (MHempel@idoa.IN.gov) and IOTProcurement@iot.IN.gov.

i GENERAL

All quote and SoW's should contain the following language, at a minimum:

"This quote/PO is based on the State of Indiana Contract Number (QPA) # 21430 and the GSA Contract # GS-35F-0119Y."

i ISSUING PURCHASE ORDER (PO)

Send all PO's to the Order Management team at Carahsoft (OMTeam@Carahsoft.com)

2 Products & Services Available

2.1 Contract Vendors

i Carahsoft Technology Corp. is a top-ranked GSA Schedule Contract holder and acts as a master government aggregator for many of its best-of-breed vendors through the GSA Schedule. Carahsoft is a vertical focused company with expertise in Cyber Security, Mobility, Big Data, Cloud Computing, Virtualization and Open Source, among others. We aim to support and offer complete solutions sets to our customer not individual products. Carahsoft's full list of solutions on GSA are listed on Carahsoft's website.

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70>

i AUTHORIZED RESELLER/PARTNER

Each Authorized Reseller/Partner used by the State pursuant to this QPA must:

- (i) Be registered to do business with the Indiana Secretary of State;
- (ii) Be registered with the Indiana Department of Administration;
- (iii) Have obtained a separate Vendor number from the Indiana Auditor of State;
- (iv) Have provided the Auditor with the information required to make payment by electronic transfer as required by IC 4-13-2-14.8;
- (v) Have agreed to accept the terms and conditions of this QPA when accepting an order placed on behalf of the State; and

(vi) Be mutually agreed to by the Contractor and the State.

Note: Items i, ii, iii and iv can be completed at: <https://www.in.gov/idoa/2463.htm>

2.2 Manufactures Commercial Supplier Agreements



QPA Exhibit A – Attachment III

Carahsoft's manufacturer partners provide terms and conditions through Commercial Supplier Agreements. These Agreements are approved by GSA and added to the Contractor's Schedule. A full list of these Agreements is available on Carahsoft's website.

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2>

2.3 GSA Advantage Online



Provides an overview of the product offerings and associated pricing available via this agreement.

<https://www.gsadvantage.gov/advantage/s/search.do?q=19:5GS-35F-0119Y&searchType=1>

Note: Once you have clicked on this link and the page has loaded, hit refresh to re-load the line items.

3 Reseller Authorization

3.0 Authorized Participating Dealers/Resellers



QPA Exhibit A – Attachment I

As a public sector distributor and aggregator, Carahsoft works with a number of authorized resellers through its contract. These resellers act as quoting and ordering agents that allow for increased coverage, improved pricing and ability to meet the industry's small and minority business requirements. A full list of authorized resellers is available on Carahsoft's website.

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers>

Full List: http://www.carahsoft.com/application/files/5915/0247/1071/GSA_PD_July.pdf



Additions, specific to the State of Indiana

- DivvyCloud Software License Subscription Terms and Conditions (Exhibit E of Amendment 2)
- Vlocity, Inc. Master Subscription Agreement (Exhibit F of Amendment 2)
- Centrifify – Software
- eCivis - Software
- KnowBe4 - Software and Services (Exhibit G of Amendment 3)



Board Action Form

MEETING DATE	01/10/2023			
TITLE	Request to Purchase Digital Identity Management Platform for the Community			
SUBMITTED BY	Name & Title: Tracy W. Gaynor Department: IT			
MEETING TYPE	☐ Work Session ☐ Executive	☒ Regular	☐ Special	☐ Retreat
AGENDA CLASSIFICATION	☐ Consent	☐ Ordinance	☒ Resolution	☐ Regular
ORDINANCE/RESOLUTION (New ordinances or resolutions are assigned a new number)	☐ 1 st Reading	☐ 2 nd Reading	☐ Public Hearing	☐ 3 rd Reading ☐ Final Reading
	Ordinance #:		Resolution #: R011023K	
CONTRACTS (Contracts include other similar documents such as agreements and memorandum of understandings. <u>Check all applicable boxes pertaining to contracts</u>)	☐ Contract required for this item		☐ Signed copy of contract attached	
	☐ Seeking award or other scenario & will provide contract at a later date		☐ No contract for this item	
	☒ Contract over \$50,000 Please mark the box in the other column that pertains to this contract.		☒ Services ☐ Capital Outlay ☐ Debt Services	
HAMILTON COUNTY (Some documents need recorded by the City Clerk)	☐ Document must be recorded with the County Recorder's Office ☐ Wait 31 days prior to filing with the County Recorders' Office		☐ Document does not need recorded with the County Recorder's Office	

APPROVALS/REVIEWS	☒ Assistant/Deputy Department Head	☐ Controller's Office	
	☒ Department Head	☐ Finance Committee	
	☒ Deputy Mayor	☐ Technical Advisory Committee	
	☒ Mayor	☐ Other:	
	☒ Legal Counsel – <i>Name of Reviewer: Chris Greisl</i>		
BACKGROUND (Includes description, background, and justification)	The City of Fishers staff has envisioned, designed, and tested a variety of applications and services to improve residents of Fishers opportunity to engage with city services and amenities, via a convenient and secure platform, using a singular, intuitive, seamless, robust, scalable, mobile, and digital interface. The key to achieving this is to adopt a "Digital Identity Management System" that will act as the master repository for citizen information. This will offer several key benefits, efficiencies, and conveniences to both Fishers residents and city staff. Initially this will become the citizens' enrollment to facilitate free access to our new Geist Waterfront Park. Soon this ID management system will integrate into a variety of city services and applications to become the single sign on to a variety services. From this one sign on, citizens will soon be able to access permitted city facilities, register and enroll in a variety of programs, rent facilities and equipment, and eventually access our online permitting and inspections system, report events and observations that request city service, and even pay utility bills. City staff defined detailed functional requirements for this new digital experience, starting with the Identity Management piece. Of solutions researched, tested, and considered, Okta's Enterprise Suite which is a secured, cloud-based solution, that can connect any person to any application on any device, proved to be the only solution that met all our requirements and was already fully compatible with our chosen access control solution for the public, and also with our financial system which includes utility billing. Okta is available for government procurement via State of Indiana Quantity Purchase Award ("QPA") number 21430 which was initially awarded on 08/01/2017 (last updated on 10/01/2020). Via this QPA, cities and counties may purchase software, equipment, and services awarded in the contract and offered through Carahsoft via authorized resellers. AHEAD is an approved reseller for IN QPA 21430 and is an existing vendor doing business with the city. This will be an annual cost to the city that may increase as registered and active citizens who use the services offered by the city increases.		
	BUDGETING AND FINANCIAL IMPACT (Includes project costs and funding sources)	Budgeted \$:	\$100,170.81
		Expenditure \$:	\$100,170.81
		Source of Funds:	IT & Admin (BSG) 2023 operating budget (ProServices)
	Additional Appropriation #:		

	Narrative:	
OPTIONS (Include <i>Deny Approval</i> Option)	1.	Approve Request
	2.	Deny Request
	3.	
	4.	
PROJECT TIMELINE	Phase I - Q1 2023	
STAFF RECOMMENDATION (Board reserves the right to accept or deny recommendations)	Staff recommends approving this purchase request	
SUPPLEMENTAL INFORMATION (List all attached documents)	21430.pdf City of Fishers - Okta CIAM 20k aMAUs - Proposal AHD2022167175_COE.pdf	