

SPECIAL SANITARY SEWER AND WATER SERVICE AGREEMENT

Patch – Building 1

Whitestown, Indiana

This Special Sanitary Sewer and Water Service Agreement (“Agreement”), made and entered into this ____ day of _____, 2022 (“Effective Date”), is between WHITESTOWN MUNICIPAL UTILITIES (“Whitestown”), and PATCH WHITESTOWN, LLC (“Developer”), and is regarding the provision of sewer and water service to a new industrial building to be generally located at 3502 East 450 South in Whitestown, Indiana.

RECITALS

A. Developer owns an approximately 33.789 acre parcel legally described in Exhibit A attached hereto and incorporated herein (the “Property”).

B. A general description of the anticipated facilities and corresponding utility usage at the Property is as follows: A new spec industrial and/or commercial warehouse containing a total of approximately 529,500 square feet. The specific tenant, tenant use, hours of operation, number of employees, etc. are unknown at this time.

C. The Developer desires sanitary sewer and water service for the Property.

D. In order to receive the desired service from Whitestown, the Developer will extend distribution and collection facilities near and on the Property and thereafter dedicate a portion of the facilities to Whitestown.

E. Whitestown will reimburse the Developer for a portion of the off-site water mains being constructed by the Developer at Whitestown’s request and in addition to the facilities that will serve the Property.

F. Once the Developer completes the extensions, Whitestown is able to provide capacity in Whitestown’s sewer and water systems to serve the Property as represented by the Developer.

G. Developer desires to obtain an assignment of capacity within Whitestown’s sewer and water facilities and assurance of connection to Whitestown’s other facilities.

H. The parties desire to enter into an agreement that establishes the terms and conditions for the construction and extension of sewer and water facilities, including off-site facilities, for service to the Property.

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 WHITESTOWN

Section 1.1. Specifications for Sewage and Water Facilities. Prior to the beginning of construction, Whitestown will provide the Developer with: (i) the locations, at Whitestown's sole discretion, for the Property's connection to Whitestown's sewer and water facilities; and (ii) a copy of Whitestown's construction specifications for the construction of applicable and necessary distribution, collection, or other special sewer and water facilities to be constructed for connection and service to the Property, including but not limited to the off-site facilities requested by Whitestown (collectively, the "Utility Facilities").

Section 1.2. Approval of Plans for and Construction of Utility Facilities. Where applicable, Whitestown will be responsible for reviewing and approving or rejecting any plans for the Utility Facilities.

Section 1.3. Compliance with Whitestown's Specifications. Whitestown 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 Whitestown's specifications and halt construction of Utility Facilities if Whitestown's specifications are not being met. Whitestown, 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 Whitestown's inspection. Whitestown may not permit connection to its facilities, accept dedication of any Utility Facilities, or accept waste from or provide service to the Property until such facilities are completed and any defects cured in accordance with Whitestown's construction specifications.

Section 1.4. Provision of Service. Whitestown agrees to accept up to three hundred ten (310) gallons per day of wastewater and provide water service to the Property for each purchased equivalent dwelling unit ("EDU") of capacity, subject to: (i) provisions in the Agreement Between the Consolidated City of Indianapolis and Town of Whitestown (as successor to Boone County Utilities, LLC) for Sewage and Wastewater Treatment and Disposal Services (and any amendments); (ii) Agreement Between the Indianapolis Water Company and Town of Whitestown (as successor to Boone County Utilities, LLC) for Purchase of Water Services (and any amendments); (iii) timely and full payment by the Developer of all applicable rates and charges; (iv) all ordinances of the Town of Whitestown and rules and regulations of Whitestown; and (v) compliance by the Developer with all provisions of this Agreement. Whitestown will serve the Property following connection, approval by Whitestown, and payment of all applicable fees. The Developer's use of Whitestown's services must be in conformance with all other applicable agreements, Town of Whitestown ordinances, and directives of Whitestown relating to utility service. Whitestown shall have the right to terminate this Agreement, retain any fees, 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 three (3) years, or if the Developer otherwise breaches this Agreement after having been given notice and a reasonable opportunity to cure of up to thirty (30) days, unless circumstances warrant a shorter cure period in Whitestown's reasonable discretion.

Section 1.5. Rates and Charges. Whitestown will impose all of Whitestown's prevailing rates and charges, including, but not limited to, the following:

- a. Capacity fees;
- b. Tap fees;
- c. Regional improvement fees;
- d. Monthly user rates;
- e. Private hydrant fees, as applicable;
- f. Inspections and plan review fees;
- g. Subsequent Connector fees; and
- h. 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 the property. In addition, Whitestown may separately bill the property owner as a separate service account for water service/lines related to irrigation and fire suppression.

Section 1.6. Right to Impose Additional Capacity and Regional Improvement Fees. Whitestown reserves the right to impose additional capacity, regional improvement, 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 and/or water usage in an amount in excess of the amounts anticipated herein or anticipated at the time of determining applicable additional fees. The amount of the additional fees shall be based upon the increased flows or usage 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. Whitestown reserves the right to require the Developer 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. Whitestown will not be responsible for any portion or costs of the construction and installation of the Utility

Facilities, except for reimbursements to the Developer as specifically set forth in Section 2.2 below. The parties further agree that except as set forth in Section 2.2, Whitestown will not collect fees to 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 Whitestown, Whitestown 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 Whitestown (including but not limited to service laterals).

Section 1.8. Right to Enter the Property. Whitestown 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, Whitestown's service, provided that, except in the event of an emergency, Whitestown will provide reasonable notice to Developer or any property manager of any inspection, repair or replacement prior to entry upon the Property. However, Whitestown does not, in any way, have or assume any obligation to maintain any facilities not owned by Whitestown.

Section 1.9. Whitestown's Liability. Absent gross negligence or intentional misconduct, Whitestown will not be liable for any damage resulting from Whitestown's sewer and/or water 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. Whitestown shall further not be liable for any indirect, special, incidental, or consequential damages.

Section 1.10. Recovery of Attorney Fees. Whitestown 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 the Utility Facilities and any and all other facilities that are necessary for the provision of sanitary sewer and/or water service to the Property, with Whitestown's only reimbursement obligation specifically set forth in Section 2.2 below. No floor drains shall be connected, either directly or indirectly, into Whitestown's sewer system, and the Developer shall ensure that the Property does not discharge (and is prohibited from discharging) equipment or operation wash-down, or other industrial materials or byproducts, and/or any non-residential strength sewage into Whitestown's system. When required by Whitestown, the Developer shall also install

grease traps that are in accordance with Whitestown's specifications. The Developer or future property owner/tenant shall further take any other measures Whitestown determines to be necessary now or in the future to prevent excessive strength effluent from entering into Whitestown's wastewater collection system, including but not limited to installing pretreatment facilities.

Section 2.2. Whitestown Reimbursement. Following completion of construction of the Utility Facilities and acceptance of the applicable Utility Facilities by Whitestown, Whitestown will reimburse the Developer for the Developer's actual verified cost of the 174 linear feet of "16" Public Off Site Watermain Costs" as set forth and depicted in Exhibit B (the "Town Reimbursement"). The Town Reimbursement shall not exceed a total amount of \$212,645 without written consent of the Whitestown Utility Superintendent prior to the Developer incurring any such additional costs.

Section 2.3. Payment of Rates and Charges. The Developer shall be responsible for timely payment of Whitestown's prevailing rates and charges. Whitestown's current tap and capacity fees are as follows: (i) a sewer capacity fee of Four Thousand Dollars (\$4,000) per EDU; (ii) a regional sewer improvement charge of One Thousand Five Hundred Dollars (\$1,500) per EDU, (iii) a sewer tap fee of Seven Hundred Fifty Dollars (\$750.00) per tap, exclusive of excavation (assuming no larger than ¾ inch residential meter service); (iv) a water capacity fee of One Thousand Seven Hundred Thirty-Seven Dollars (\$1,737) per EDU; and (v) a water tap fee of Five Hundred Fifty Dollars (\$550.00) per tap, exclusive of excavation (assuming no larger than ¾ inch residential meter service). Because the tenant's anticipated usage is currently unknown, only a minimum capacity and regional improvement for warehouses for three (3) EDUs will be required at this time. Therefore, the total initial capacity, regional improvement, and tap fees owed are as follows:

(i)	sewer capacity fees (3 EDUs)	\$12,000
(ii)	regional sewer improvement charge (3 EDUs)	\$4,500
(iii)	sewer tap fees (for 1 tap)	\$750
(iv)	water capacity fees (3 EDUs)	\$5,211
(v)	water tap fees (for 1 tap)	\$ 550

The initial tap, regional improvement, and capacity fees, in the total amount of Eighteen Thousand Five Hundred Eleven Dollars (\$23,011), shall be paid on or before the Effective Date.

The Developer shall notify Whitestown prior to any tenant occupying any portion of the Property, or any buildout of any portion of the Property, and shall pay additional tap, regional improvement, and capacity fees, and regional lift station fees, as may be applicable at that time, as determined by Whitestown and in Whitestown's sole discretion

for each tenant or occupant of the Property (Whitestown's current policy is to use 310 gallons per day for determining estimated capacity when the flow calculation factors of 327 IAC 3-6-11 are used; however, where actual flows are used, the average actual residential usage for determining an equivalent dwelling unit is 125 gallons per day). A minimum of one (1) EDU will be required for each separate tenant area and Whitestown may require separate taps as well. The additional tap, capacity, and regional lift station fees shall be paid prior to any tenant occupying the Property or respective tenant space.

The Developer will further pay additional tap, capacity, and/or regional improvement fees 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 use more water or discharge more sewage into Whitestown's system, or Whitestown otherwise reasonably determines that the Property is utilizing more capacity than was anticipated for purposes of this Agreement (See also Section 1.6). Additional capacity fees will also be required for any irrigation system. The Developer must also pay additional capacity and regional improvement fees if the strength of its sewage exceeds the limits set forth in Whitestown's ordinances. If the Developer places an additional structure on the Property, additional capacity, tap, and regional improvement fees will be owed for such structure at the then prevailing rates. Nothing contained herein shall prevent Whitestown from prospectively adjusting its rates and charges as allowed under Indiana law.

Section 2.4. 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 Whitestown (and/or its engineer) for review and approval or rejection. Once Whitestown (and/or its engineer) approves the plans for the proposed Utility Facilities, the Developer shall install the Utility Facilities in accordance with Whitestown's construction specifications and ordinances and pay the cost of any modifications or revisions that are required to any existing Whitestown facilities. The Developer shall pay Whitestown's cost of reviewing the Developer's plans for the Utility Facilities, inspecting the installation of the Utility Facilities, and performing the testing (as required in Section 2.5 below). The Developer will also be responsible for obtaining all applicable easements, permits, approvals, and consents required and in a form approved by Whitestown for the construction of the Utility Facilities.

Section 2.5. 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 Whitestown. Whitestown will have access to the Manholes to sample and measure the flow from the Property.

Section 2.6. Testing and As-Built Drawings. The Developer will test any Utility Facilities as required by Whitestown's construction standards and remedy any deficiencies as required by Whitestown. Upon completion of the testing (and remediation of all deficiencies), the Developer will provide Whitestown 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 2.7. Dedication of Utility Facilities and Easements. The Developer agrees to dedicate the applicable distribution and transmission Utility Facilities, exclusive of any service laterals, to Whitestown after final inspection by Whitestown, interconnection of the Utility Facilities to Whitestown's facilities, and acceptance of the same in Whitestown's sole discretion. The dedication of Utility Facilities shall occur by the execution of a Bill of Sale in the form required by Whitestown, a copy of which is attached as Exhibit C. The Developer shall also provide adequate and necessary easements for all Utility Facilities and related facilities in a form required Whitestown, and shall record all necessary documents in the Boone County Recorder's Office in Whitestown's name. The Developer shall ensure that all facilities are located within the easements as approved by Whitestown (and not within the right-of-way except for road crossings) and shall be responsible for indemnifying Whitestown and all costs associated with relocating facilities and/or easements in the event the facilities are not located within the easements.

Section 2.8. Bond for Utility Facilities. 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 Whitestown. 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 Whitestown or within the three (3) years the maintenance bond is in effect.

Section 2.9. Indemnification of Whitestown. Prior to beginning construction, the Developer must: (i) provide Whitestown with certification that Whitestown is an additional named insured on a policy insuring Whitestown against any and all claims for personal injury or property damage resulting from construction of any utility facilities by Developer or its agents or contractors; (ii) defend and hold harmless Whitestown against any and all such claims; and (iii) indemnify Whitestown for all reasonable costs, including but not limited to reasonable attorneys' fees, incurred by Whitestown as a result of any and all such claims.

Section 2.10. Use of Whitestown's System. The Developer agrees to obtain sanitary sewer and water service only from Whitestown; however, the Developer will refrain from discharging or using Whitestown's sewer and water systems in any way which inhibits Whitestown from providing service or causes damage to Whitestown's facilities. The Developer is prohibited from working on or altering Whitestown's facilities and the Developer will not permit or allow the unauthorized connection or extension of its facilities or any part of Whitestown's system.

Section 2.11. Additional Easements. The Developer (and its successors and assigns) agrees to provide additional water and/or sanitary sewer easements (in, over, and across the Property) without additional compensation, and in a form acceptable to Whitestown, to facilitate the provision of sewer and water service to future users in and around the Property. 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 2.12. Waiver of Annexation. In exchange for the benefits bestowed upon the Property by Whitestown's provision of the desired service, the Developer hereby releases and waives all rights to remonstrate against any annexation(s) by Whitestown.

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 Whitestown's 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. Whitestown may record this Agreement in its discretion. The Developer further agrees to execute a memorandum of this agreement for recording, in a commercially reasonable form acceptable to Whitestown, if requested at any time by Whitestown.

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 Whitestown or the Developer in writing to the addresses set forth below:

Whitestown:	Whitestown Municipal Utilities Whitestown Municipal Complex 6210 Veterans Drive Whitestown, IN 46075 Attn: Utility Manager
With Copy To:	Bose McKinney & Evans LLP 111 Monument Circle Suite, 2700 Indianapolis, IN 46204 Attn: Stephen C. Unger
Developer:	Patch Development, LLC 40 Alpha Drive Westfield, IN 46074 Attn: Andrew Greenwood andrew@patch-development.com

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.

[Signature Pages Follow]

WHITESTOWN MUNICIPAL UTILITIES

By: _____
Danny Powers
Whitestown Utility Manager

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Danny Powers, by me known to be the Utility Manager of the Town of Whitestown, who acknowledged the execution of the foregoing "Special Sanitary Sewer and Water Service Agreement" on behalf of the Whitestown Municipal Utilities.

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

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

By: _____

Title: _____

Before me, a Notary Public in and for said County and State, personally appeared, by me known to be the _____ of Patch Development, LLC, who acknowledged the execution of the foregoing "Special Sanitary Sewer and Water Service Agreement" on behalf of said entity.

Notary Public

My Commission Expires:

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. Stephen C. Unger

4327659

Exhibit A



494 Gradle Drive Carmel, Indiana 46032
Phone: 317.844.3333 Fax: 317.844.3383
infocarmel@v3co.com V3co.com

Surveyors - Scientists - Engineers

PARCEL EXHIBIT

PT OF NW 1/4 & SW 1/4 OF S23-T18N-R1E

DRAWING PREPARED BY: HMS

DRAWING SCALE: N/A

DRAWING DATE: 01/26/2022

PROJECT NUMBER: 210326

DRAWING PREPARED FOR:

KIMLEY-HORN
250 E. 96th STREET, STE 580
INDIANAPOLIS, IN 46240

PARCEL DESCRIPTION:

A PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 1 EAST OF THE SECOND PRINCIPAL MERIDIAN, WORTH TOWNSHIP, BOONE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST (IN STATE PLANE WEST NAD83) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 1746.91 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 47 SECONDS WEST 37.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 17 MINUTES 47 SECONDS WEST 124.76 FEET; THENCE SOUTH 71 DEGREES 41 MINUTES 18 SECONDS WEST 310.82 FEET; THENCE SOUTH 47 DEGREES 19 MINUTES 54 SECONDS WEST 432.44 FEET; THENCE NORTH 72 DEGREES 17 MINUTES 36 SECONDS WEST 73.67 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 31 SECONDS WEST 287.80 FEET; THENCE SOUTH 43 DEGREES 38 MINUTES 57 SECONDS WEST 108.36 FEET; THENCE SOUTH 88 DEGREES 09 MINUTES 31 SECONDS WEST 113.03 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 39 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 1335.10 FEET TO A REBAR FOUND MARKING THE NORTHWEST CORNER OF SAID EAST HALF-QUARTER SECTION; THENCE NORTH 00 DEGREES 48 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 5.83 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 32 SECONDS EAST 1287.98 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 13 SECONDS EAST PARALLEL TO AFORESAID EAST LINE 921.14 FEET TO THE POINT OF BEGINNING, CONTAINING 33.789 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAYS, AND OTHER RESTRICTIONS OF RECORD.



494 Gradle Drive Carmel, Indiana 46032
Phone: 317.844.3333 Fax: 317.844.3383
infocarmel@v3co.com V3co.com

Surveyors - Scientists - Engineers

PARCEL EXHIBIT

PT OF NW 1/4 & SW 1/4 OF S23-T18N-R1E

DRAWING PREPARED BY: HMS

DRAWING SCALE: 1" = 300'

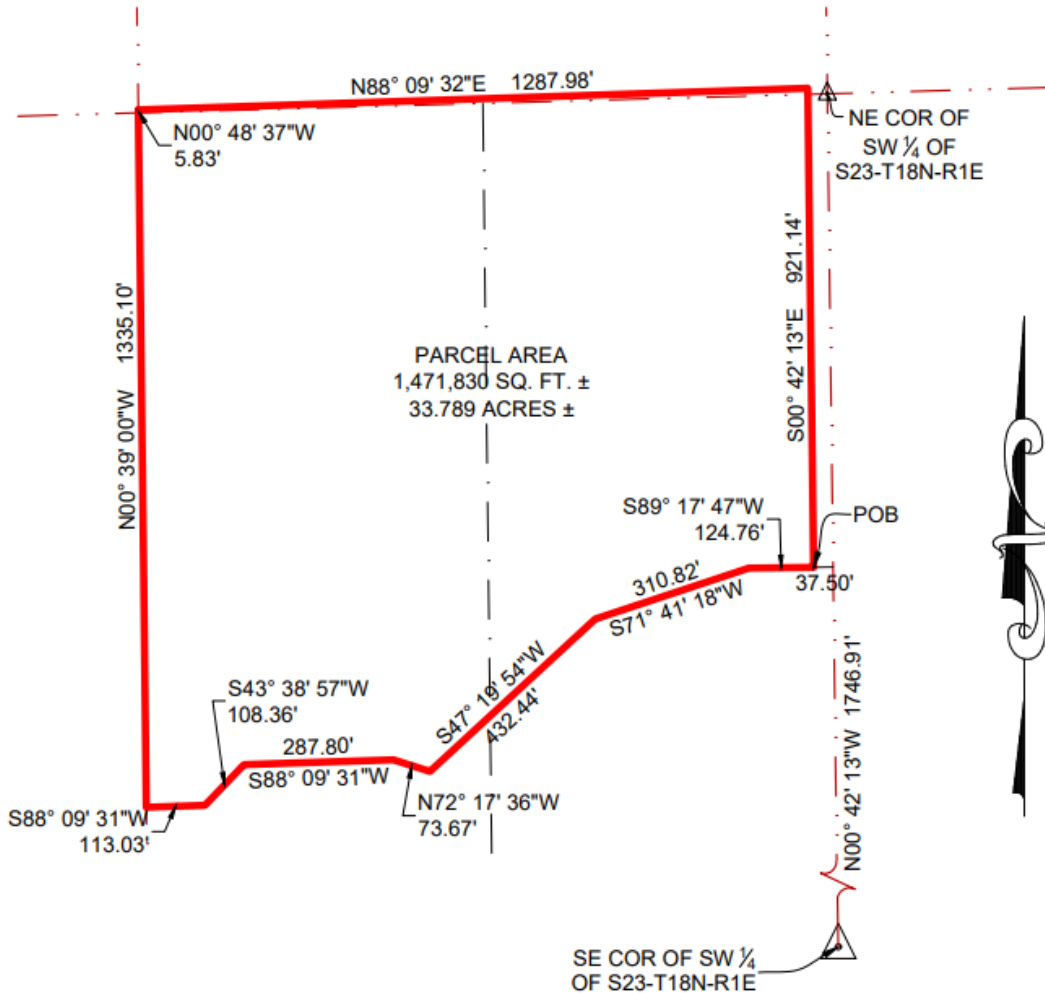
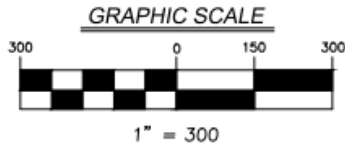
DRAWING DATE: 01/26/2022

PROJECT NUMBER: 210326

DRAWING PREPARED FOR:

KIMLEY-HORN

250 E. 96th STREET, STE 580
INDIANAPOLIS, IN 46240



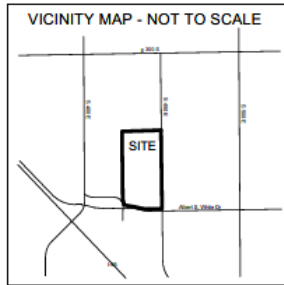
PAGE 2 OF 2

Exhibit B

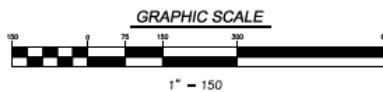
Town Reimbursement for Off-Site Water Costs

Patch Development 12" Public Watermain Cost				
Item	Quantity	Unit	Unit Price	Cost
12" Watermain	2662	LF	\$169.53	\$451,288.86

Patch Development 16" Public Off Site Watermain Cost				
Item	Quantity	Unit	Unit Price	Cost
16" Watermain Open Cut	174	LF	\$1,222	\$212,645



- DRAWING LEGEND**
- A.E. = ACCESS EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - P.S. = PRIVATE STREET
 - S.S.E. = SANITARY SEWER EASEMENT
 - U.E. = UTILITY EASEMENT
 - U.R.D.E. = URBAN REGULATED DRAINAGE EASEMENT
 - V.W. = VARIABLE WIDTH
 - △ = SECTION CORNER
 - = SURVEY MONUMENT FOUND
 - = V3 COMPANIES 3/4" CAPPED REBAR SET



Patch Water Onsite Water Main Extension 2,662 LF

Patch Off Site Water Main Extension 174 LF

This Plat was

Exhibit B

Exhibit C

Bill of Sale

Deed Cross-Reference: _____

BILL OF SALE AND EASEMENT DEDICATION

THIS BILL OF SALE AND EASEMENT DEDICATION (the “Bill of Sale”) is executed and delivered as of the ____ day of _____, 20__, by _____ (“Developer”) to and in favor of the TOWN OF WHITESTOWN (“Town”).

RECITALS:

A. Developer is the owner of and/or controls certain real property located in Boone County, Indiana, that is more particularly described on Exhibit 1 attached hereto and incorporated herein by reference (the “Property”).

B. Developer and Town entered into a Sanitary Sewer and/or Water Agreement dated _____, _____ (the “Agreement”), pursuant to which Town agreed to provide sanitary sewer and water service to Developer’s proposed development.

C. In order to receive service for the Property, Developer agreed in the Agreement to extend the Town’s sewage collection and water distribution facilities (“Utility Facilities”) to the Property.

D. As part of the Agreement, Developer also agreed to dedicate the Utility Facilities to the Town upon their completion and satisfactory inspection by the Town.

E. Developer now desires to dedicate and transfer the Utility Facilities to the Town.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) paid Developer by Town 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 Town and its successors and assigns. Developer represents and warrants to the Town that: (i) it has the right, power, and authority to transfer the Utility Facilities to the Town, without obtaining the consent of any third party whose consent has not been obtained and written evidence thereof furnished to the Town; (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 Town as required by the Agreement, Developer hereby gives, grants, warrants, and conveys to the Town, 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 Town, 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 Town 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 Town this Easement Grant.
4. Further Representations and Warranties. Developer hereby represents and warrants to the Town that the Town 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 Town has the requisite access to operate and maintain the Utility Facilities. The certified original cost of the Utility Facilities to be dedicated to the Town under this Bill of Sale is _____ (\$_____).
5. Binding on Successors and Assigns. The parties agree that the Town’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.

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 _____, 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. _____

This instrument prepared by and after recording return to Stephen C. Unger, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.