

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("AGREEMENT"), dated as of \_\_\_\_\_, 2025, is entered into by and among the TOWN OF WHITESTOWN, INDIANA (the "Town"), and LENNAR HOMES OF INDIANA, LLC an Indiana limited liability company, or an affiliate or related entity thereof (the "Developer"), organized and existing under the laws of the State of Indiana (collectively, the Town and Developer shall be referred to as "Parties").

### **RECITALS**

1. Developer has proposed to develop all or a portion of the real estate described on Exhibit A attached hereto (the "Project Site") which is located in the Town of Whitestown, Indiana (the "Town") through the construction and development of the residential project commonly known as Peabody Farms West, more particularly described in Exhibit B attached hereto (the "Project");

2. Developer understands and acknowledges that the Town may wish to undertake certain infrastructure work consisting of road improvements and other local public improvements located adjacent to the boundaries of the Project Site, including but not limited to the:

- (i) design and construction of CR 575 (the "Road");
- (ii) Widening, A&D and mill/overlay (installed by Town) which includes but is not limited to excavation, soil stabilization, milling, paving and striping of the Road (collectively, the "Public Improvements," as illustrated in Exhibit A attached hereto and incorporated herein).

3. The Public Improvements will be of mutual benefit to the Town and Developer, and the Parties desire to cooperate in accommodating both the Project and the Public Improvements through the fulfillment of obligations described in this Agreement;

4. Developer and Town desire that the Town construct the Public Improvements at Developer's cost and expense ("Public Improvement Costs"), set forth in more particulariy in Exhibit B.

**NOW, THEREFORE**, in consideration of the promises and mutual obligations and covenants of the Parties hereto contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Town agree as follows:

### **ARTICLE I** **General Terms and Conditions**

1.1 **No Obligation to Construct.** Nothing in this Agreement shall be interpreted in such a way as to obligate the Town to construct the Public Improvements, and Developer specifically acknowledges and agrees that the Town shall have no such obligation.

- 1.2 **Term of Agreement.** This Agreement shall be effective on the date set forth in the first paragraph of this Agreement. This Agreement will terminate on the Termination Date.

## **ARTICLE II**

### **Representations and Warranties of Parties**

- 2.1 **Representations, Warranties of Developer.** The Developer represents and warrants, as of the date hereof, that:

- (a) **Authority.** The Developer has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement. This Agreement, when executed and delivered by duly authorized representatives of each party hereto, will constitute the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by general principles of equity.
- (b) **Capacity, Capability.** The Developer has the requisite capacity and capability to pay the Public Improvement Costs.
- (c) **No Default or Conflict.** The execution and delivery of this Agreement and the effectuation of the transactions contemplated hereby, will not conflict with or constitute a material breach of or default under any law or regulation applicable to the Developer, or any applicable judgment or decree, or any indenture, loan agreement, note, resolution, certificate, agreement or other instrument to which the Developer is a party or is otherwise subject.
- (d) **Absence of Litigation.** No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the Developer's knowledge, threatened against the Developer or Developer-related parties with respect to (a) the organization and existence of the Developer, (b) the authority of the Developer to execute or deliver this Agreement or to perform its obligations hereunder, including effectuating the transactions contemplated hereby and making the Public Improvements Costs payment to the Town, (c) the validity or enforceability of this Agreement or the transactions contemplated thereby, or (d) any authorization or proceedings related to the execution and delivery of this Agreement or the transactions contemplated hereby.

- 2.2 **Representations, Warranties of Town.** The Town represents and warrants, as of the date hereof, that:

- (a) **Authority.** The Town represents and warrants, as of the date hereof, that (i) it has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize

the execution, delivery, performance and observance of its obligations under this Agreement, and (ii) this Agreement, when executed and delivered by duly authorized representatives of each party hereto, will constitute the legal, valid and binding obligation of the Town.

- (b) **Authorizations and Proceedings.** The actions, authorizations and proceedings referenced in this Agreement necessary to make this Agreement, when executed and delivered by the Town, the legal, valid and binding obligation of the Town, are in full force and effect and no such authorizations or proceedings have been repealed, revoked, rescinded or amended and all are in full force and effect.

### **ARTICLE III** **Agreement and Covenants of Parties**

#### **3.1 Covenants of Developer.** The Developer covenants and agrees, as follows:

- (a) **Rights of Way.** Developer will dedicate at no cost to the Town, and the Town will accept, all of the right of way owned by Developer necessary to complete the Public Improvements. The Developer and Town acknowledge the Town may need to obtain additional right of way from parties other than Developer at the Town's sole cost and expense prior to commencement of the construction of the Public Improvements.
- (b) **Construction and Public Improvement Cost.** The Town shall design and construct the Public Improvements in accordance with the approved Site Plan. The Developer shall pay the costs as set forth in Exhibit B ("Public Improvement Costs"). The Town shall establish the scope, timing, and budget/construction costs of the Public Improvements in its sole discretion, provided that the Project shall be completed by June 30, 2026. The Public Improvements will be constructed in accordance with the design standards of the Town. Developer shall remit the Public Improvement Costs to the Town prior to the commencement of construction of the Public Improvements.
- (c) **Developer Improvements.** Developer shall cause any storm water infrastructure and related work necessary to support the Project, including, but not limited to ditch grading and installation of piping and other drainage infrastructure (the "Storm Water Improvements") to be completed at Developer's sole cost in accordance with any and all applicable Town standards. Developer's completion of the Storm Water Improvements is a condition precedent to the Town beginning construction of the Public Improvements. Further, Developer shall construct the two (2) points of ingress/egress to and from the Project illustrated in Exhibit A, along with all curbs and gutters associated therewith (collectively with the Storm Water Improvements, the "Developer Improvements"). The Public Improvements will be constructed to connect with the Developer Improvements.

- (i) Developer shall notify Town immediately upon completion of the Developer Improvements, and Town shall have a right to inspect the same to determine completion and compliance with applicable specifications in its sole reasonable discretion.
- (d) **Compliance with Laws.** The Developer shall comply in all material respects with any and all regulations and rules applicable to the Project.
- (e) **Nondiscrimination.** The Developer and its officers, agents and employees will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions or privileges of employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability or United States military service veteran status. Breach of this subsection (i) shall be regarded as a material breach of this Agreement.

### 3.2 **Covenants of Town.**

- (a) **Rights of Way.** Subject to Developer's fulfillments of the requirements of 3.1(a) of this Agreement, Developer shall grant and the Town shall accept any required rights of way from Developer at no cost to the Town.
- (b) **Public Improvements Work.** Within a reasonable time following receipt of the Public Improvement Costs from Developer, the Town shall make commercially reasonable efforts to initiate construction of the Public Improvements. The payment of the Public Improvement Costs by the Developer is a condition precedent to Town's obligations to construct the Public Improvements. The Project shall be used in a manner consistent with the final site design and all other ordinances, resolutions and permits issued by the Town related to the Project, including, without limitation, the Site Plan.

## **ARTICLE IV**

### **Events of Default; Remedies**

- 4.1 **Developer Events of Default.** Each of the following shall constitute a "Developer Event of Default" by the Developer:
  - (a) The material inaccuracy of any representation or warranty made by the Developer to the Town, when made or deemed to be made, under this Agreement.
  - (b) The Developer's material failure to fulfill any covenant of the Developer in this Agreement, and such failure shall remain unremedied for a period of thirty (30) days after the Town gives written notice of the failure to the Developer; *provided, however*, if the Developer can show that the failure stated in the notice cannot be corrected within the applicable period (but can be corrected within such longer

period), and the Developer initiates corrective action within said period, and diligently, continually, and in good faith works to effect a cure as soon as possible, the time period shall be reasonably extended for a period not to exceed one hundred twenty (120) days or such longer period agreed upon by the Parties.

4.2 **Town Events of Default.** Each of the following shall constitute a “Town Event of Default” by the Town:

- (a) The material inaccuracy of any representation or warranty made by the Town to the Developer, when made or deemed to be made, under this Agreement.
- (b) The Town’s material failure to fulfill any covenant of the Town in this Agreement, and such failure shall remain unremedied for a period of thirty (30) days after the Developer gives written notice of the failure to the Town; *provided, however*, if the Town can show that the failure stated in the notice cannot be corrected within the applicable period (but can be corrected within such longer period), and the Town initiates corrective action within said period, and diligently, continually, and in good faith works to effect a cure as soon as possible, the time period shall be reasonably extended for a period not to exceed one hundred twenty (120) days or such longer period agreed upon by the Parties.

4.3 **Town Remedies, Termination.** Upon the occurrence and continuation of a Developer Event of Default, subject to the Developer’s rights (under this Agreement or in law or in equity or otherwise) to dispute, contest or appeal any claim by the Town that a Developer Event of Default has occurred or is occurring, the Town may upon prompt written notice to the Developer, suspend or terminate the Town’s obligation, if any, to undertake the Project Work or fulfill any other covenant contained herein which should remain unfulfilled at the time of the occurrence of a Developer Event of Default. In addition, the Town may institute any action, suit or other proceeding in law or in equity or otherwise, which the Town deems necessary or appropriate for the protection of its respective interests.

4.4 **Developer Remedies, Termination.** Upon the occurrence and continuation of a Town Event of Default, the Developer may, subject to the Town’s rights (under this Agreement or in law or in equity or otherwise) to dispute, contest or appeal any claim by the Developer that a Town Event of Default has occurred or is occurring, institute any action, suit or other proceeding in law or in equity or otherwise, which the Developer deems necessary or appropriate for the protection of its interests.

**ARTICLE V**  
**Miscellaneous**

- 5.1 **Expenses Incurred Upon Developer or Town Event of Default.** Upon the occurrence of either a Developer Event of Default or a Town Event of Default resulting in the commencement of litigation or other administrative proceeding for dispute resolution, the party prevailing in any such litigation or proceeding shall be entitled to reimbursement by the other party (the non-prevailing party) for all reasonable and properly documented out of pocket expenses and costs of collection and enforcement, including reasonable attorneys' fees, incurred by the prevailing party as a result of one or more Events of Default by the non-prevailing party.
- 5.2 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or Affiliated entity with the express prior written consent of the Town. Developer expressly acknowledges that this Agreement touches and concerns the Project and that this Agreement is intended to be and shall be, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.
- 5.3 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the Town and the Developer.
- 5.4 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the Town or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker's compensation insurance.
- 5.5 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the Town and the Developer in this Agreement, and all certificates delivered by the Developer shall survive the execution of this Agreement and the completion of the Public Improvements. No other person is entitled to rely upon any such representations, warranties, covenants, agreements or certificates.
- 5.6 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified mail, postage prepaid, addressed as follows (provided that if mailed, any applicable time period will commence upon receipt by the addressee; and provided further that if the addressee refuses delivery, the notice will be deemed to have been given three days after the mailing of such notice or other communication):



To the Town: Town of Whitestown, Indiana  
Whitestown Municipal Complex  
6210 Veterans Drive  
Whitestown, Indiana 46075  
Attn: Sri Venugopalan

With a copy to: Taft Stettinius & Hollister  
One Indiana Square, Suite 3500  
Indianapolis, Indiana 46204  
Attn: Cam Starnes

To the Developer: Lennar Homes of Indiana, LLC  
11555 North Meridian Street, #400  
Carmel, IN 46032  
Attn: David Tennery

With a copy to: Frost Brown Todd  
One Columbus Center  
10 West Broad Street, Suite 2300  
Columbus, OH 43215  
Attn: James Gray

or to such other address or person as shall be designated from time to time by notice as contemplated by this Section 5.6.

- 5.7 **Governing Law.** Except to the extent preempted by federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement. All exhibits attached hereto are incorporated by reference.
- 5.8 **Dispute Resolution.** Any lawsuit arising out of or relating to this Agreement must be brought in Boone County, Indiana Circuit or Superior Courts. The Town and the Developer consent to the jurisdiction of such court and irrevocably waive any objections they may have to such jurisdiction or venue.
- 5.9 **No Waiver.** Neither failure nor delay on the part of the Town or the Developer in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Developer or the Town therefrom shall be effective unless the same shall be in writing, signed on behalf of the Town or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Town or the Developer shall entitle the Town or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the Town's or the Developer's right to take other or further action in any circumstances without notice or demand.

- 5.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.
- 5.11 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Town, the Developer, and their respective successors and assigns.
- 5.12 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer, and the Town shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the Town or the Developer to carry out the provisions and purposes of this Agreement including, but not limited to, reasonable administrative amendment of this Agreement to satisfy the underwriting requirements of the Developer's Lender but only so long as such administrative amendments do not violate any provision of this Agreement, particularly Section 2.1.
- 5.13 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the Town or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.
- 5.14 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.



5.15 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the Town and the Developer and supersedes all prior agreements, written or verbal, between the Town and the Developer. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the Town or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement. The parties do contemplate entering into additional development agreements that are intended to amend and or supplement the scope and purpose of this agreement.

5.16 **No Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.

5.17 **Indemnification.**

(a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the Town (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Town), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the Developer of any agreement or condition of this Agreement;
- (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, the Public Improvements or any part thereof, in connection with the implementation of or effectuation of this Agreement;
- (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;
- (iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and
- (v) The provision of any information or certification furnished by the Developer in connection with the issuance of the Note or this Agreement.

(b) **Town Indemnification.** To the extent permitted by law, the Town will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the Town of any agreement or condition of this Agreement;

- (ii) Violation of any contract, agreement or restriction by the Town relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
- (iii) Any act, failure to act, or misrepresentation by the Town staff related to this Agreement; and
- (iv) The defense of any claim related to the action brought by the Town to obtain additional right of way from parties other than Developer for the construction of the Public Improvements.

5.18 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force Majeure. “Force Majeure” means any act of God; any accident (including equipment failure, HVAC failure or electrical outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any explosion; any fire, flood, ice, earthquake, lightning, tornado, hurricane or other severe weather condition or calamity; any civil disturbance, labor dispute or labor or material shortage; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities; a material adverse change in the national financial economic situation in the United States; the establishment of a general banking moratorium by Federal, State of Indiana authorities; a major financial crisis or material disruption in commercial banking or securities markets; or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations delayed under this Section 5.18, immediately upon the event of Force Majeure no longer preventing such obligation from being performed, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

5.19 **Future Actions.** Notwithstanding any other provisions of this Agreement, the parties acknowledge and understand that (i) certain Town Parties, including the Town Council of the Town, must take future actions to implement and maintain the Town’s obligations under this Agreement, and (ii) the representations of and performance of the covenants and agreements of the Town are subject to and contingent upon compliance with and completion of applicable statutory and administrative procedures, including, without limitation, any applicable public notice and public hearing requirements, official actions by governing bodies, budget appropriations, and any remonstrance and appeal rights. The Town covenants that it will use its best and commercially reasonable efforts to do all things lawfully within its power to take such future actions and to comply with all applicable statutory and administrative procedures at such times and in such manner as to effectuate and implement the provisions and intent of this Agreement to the fullest extent possible in accordance with

the time frames set forth herein. The parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

- 5.20 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and **EXHIBITS** form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection, RECITAL or **EXHIBIT** shall be deemed to refer to an Article, Section or RECITAL of, or **EXHIBIT** to, this Agreement, (iv) the word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

## **ARTICLE VI**

### **Property Assessed Valuation Appeals and Payments**

- 6.1 Developer covenants and warrants it will pay all property tax bills for the Project owned by Developer, its affiliates and its subsidiaries before tax bills are delinquent.
- 6.2 Developer covenants and warrants that it will not appeal or otherwise challenge the assessed valuation of the Project owned by the Developer.

**Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

\* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year first above written.

**"DEVELOPER"**

Lennar Homes of Indiana, LLC  
a Delaware limited liability company

By: 

Craig Jensen, Vice President

STATE OF INDIANA       )  
                                      ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for the State of Indiana, personally appeared Craig Jensen, the Vice President of Lennar Homes of Indiana, LLC, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 7 day of March, 2025.

My Commission Expires:

8-27-30

My County of Residence:

Hamilton

Wanda Wooldridge  
NOTARY PUBLIC

Wanda Wooldridge  
Printed



**“TOWN”**

TOWN OF Whitestown

By: \_\_\_\_\_  
Dan Patterson  
Whitestown Council President

STATE OF INDIANA       )  
  )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for the State of Indiana, personally appeared. Andrew Cook, the Mayor of the Town of Whitestown, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the Town of Whitestown, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

My Commission Expires:

\_\_\_\_\_  
My County of Residence:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed

This instrument prepared by Cameron G. Starnes, Taft Stettinius & Hollister, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Cameron G. Starnes*

**EXHIBIT A**

*Public Improvements*





NOT FOR CONSTRUCTION

- LEGEND
- 164 #5/50 CC-40-44 Surface, 9.5 mm
  - 275 #5/50 CC-40-44 Intermediate, 19.0 mm
  - 8" Subgrade Base
  - 220 #5/50 HMA For Approaches, Type 8

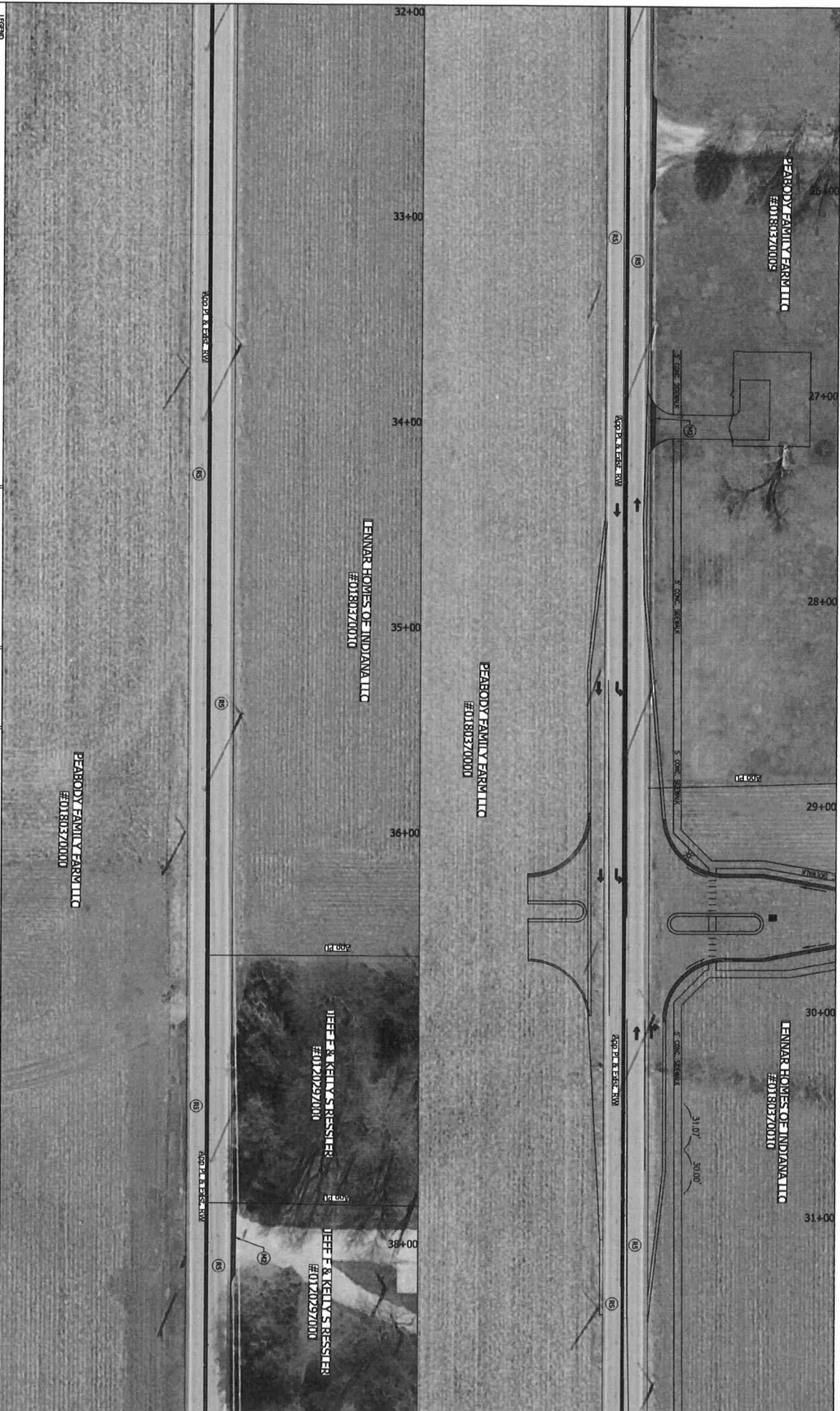
- 7 Transition Milling
- 8 Stop Bar
- 7 Indication Arrow
- 13 8" Water Line
- 15 Double Yellow Line
- 16 Dashed White Line



RECOMMENDED FOR APPROVAL		DESIGN ENGINEER		DATE
DESIGNED BY	JMH	DRAWN BY	JMH	
CHECKED BY	JPC	CHECKED BY	JPC	

INDIANA  
DEPARTMENT OF TRANSPORTATION  
SUB PROJECT 1  
575 E

HORIZONTAL SCALE		RIDGE FILE	
1" = 20'	N/A	1" = 20'	N/A
VERTICAL SCALE		DESIGNATION	
1" = 20'	N/A	SHEET BOOK	5
CONTRACT	2020-2	SHEETS	7
		DATE	2020-10-05









LEGEND

- 10' Wide Right of Way
- 275' / 570' OC-4-1/2" Intermediate, 13.0' min
- 220' / 570' HMA For Approaches, Type B
- 1' Subgrade Base
- 1' Transition Paving
- 6' Stop Bar
- 7' Indication Arrow
- 13' Water Line
- 15' Double Yellow Line
- 19' Dashed White Line

**HWC**  
ENGINEERING  
INDIANAPOLIS, INDIANA  
LEAH WHEATON, P.E.  
www.hwc-engineering.com

DESIGN ENGINEER		DATE
DESIGNED BY	JML	
DRAWN BY	JML	
CHECKED BY	JML	

INDIANA  
DEPARTMENT OF TRANSPORTATION  
SUB PROJECT 1  
575 E

HORIZONTAL SCALE		BRIDGE FILE
1" = 20'		N/A
VERTICAL SCALE		DESIGNATION
N/A		N/A
SHEET BOOK	7	SHEETS
CONTRACT		PROJECT
2023.2		2023.10.5

**EXHIBIT B**

*Project Costs*

Peabody Farms West  
CR575 Developer Required Improvements

As of: 9/24/2024

Per Sec 1 Plan Alternate for Widening, A&D and mill/overlay (installed by Town)

Excavation - Ryan Central Incorporated	\$	257,000.00
Soil Stabilization - Rice Construciton	\$	7,920.00
Milling, Paving and Striping - E&B Paving	\$	312,519.00
Sub-total	\$	577,439.00

Developer commitment to Town for Required CR575 Improvements \$ 577,439.00 Y