

SEWER DEVELOPMENT AGREEMENT
FOR GATHERINGS AT AURORA SECTION 1

THIS SEWER DEVELOPMENT AGREEMENT ("Agreement") is entered into as of this 8th day of October, 2024 (the "Effective Date") by and between Beazer Homes Indiana LLP, an Indiana limited liability partnership ("Grantee"), and the Town of McCordsville, Indiana, an Indiana municipal corporation, by and through its Town Council ("the Town"). Grantee and the Town may collectively be referred to as the Parties.

WITNESSETH

WHEREAS, Grantee is installing sanitary sewer infrastructure improvements/facilities in connection with the development by Grantee of Gatherings at Aurora, Section 1, more particularly described on **Exhibit A** attached hereto and incorporated by reference herein (the "**Gatherings Section 1 Sanitary Sewer Infrastructure**"), and Grantee and the Town wish to enter into an agreement regarding the Gatherings at Aurora Section 1 Sanitary Sewer Infrastructure, which facilities shall collect and transport wastewater and effluent to the Town's Wastewater Treatment Plant (herein referred to as "**Plant**"); and

WHEREAS, the Town wishes to acquire and Grantee wishes to dedicate appropriate easements for municipal purposes (the "**Utility Easements**") to allow the Town to service Gatherings Section 1 with sanitary sewer service.

NOW, THEREFORE, the parties agree as follows:

1. Compliance with Local Rules

Grantee agrees in all respects to comply with the Town's Master Sewer Plan, Sewer Rate Ordinance, Sewer Use Ordinance, and the McCordsville Zoning Code adopted January 11, 2011 and any and all amendments or supplements thereto, and the McCordsville Stormwater Management Ordinance, and any and all other Town Ordinances and state statutes unless otherwise agreed to herein or as otherwise approved by the Town.

2. Wastewater Facilities and Easements

Grantee shall design and prepare cost estimates for the construction and installation of facilities sufficient to collect all wastewater and effluent generated on or within Gatherings at Aurora Section 1 in addition to any force mains, gravity interceptor

lines or other facilities necessary to transport said wastewater and effluent to the Town's regional collection system at a point designated by the Town's engineer and all necessary infrastructure to provide adequate connection to said system by adjoining property owners. All of the aforementioned Gatherings at Aurora Section 1 infrastructure shall be collectively referred to as "the **Facilities**." The Facilities shall be utilized to deliver wastewater, liquid waste, sewage, and other effluent from Gatherings at Aurora Section 1 to the Plant by way of the regional collection system.

The Grantee shall be responsible for obtaining all easements or rights-of-way necessary to install the Facilities set forth above and to connect said Facilities to the Plant. In addition, Grantee agrees to grant, at no cost to the Town, all necessary easements or rights-of-way as determined by the Town's engineer that are necessary to provide for extension of the Town's regional wastewater collection system to adjoining properties and/or sewage collection basins.

3. Oversizing Reimbursement

The reimbursement to Grantee related to Grantee's oversizing of the Facilities shall be made to Grantee as follows:

(a) Grantee shall receive a credit of the first installment of the Town's Utility Access Fee of \$1,400.00 per Lot for each of the 60 Lots in Gatherings at Aurora Section 1	<u>\$84,000.00</u>
(b) Remaining oversizing reimbursement shall be paid by the Town to Grantee on a quarterly basis at the rate of \$900.00 per sewer/building permit issued by the Town outside of any section of the Gatherings at Aurora Subdivision ¹	<u>\$84,883.30</u>
Total Gatherings at Aurora Sanitary Sewer Oversizing Reimbursement	<u>\$168,883.30</u>

4. Sewer Availability

In exchange for the Town's allocation of sufficient treatment to serve the estimated amount of 60 EDU's for Gatherings At Aurora Section 1, Grantee would normally be required to pay to the Town the Utility Access Fees as set forth in the Town's Sewer Rate Ordinance. At the time of signing a recorded plat or detailed unit development plan, Grantee would normally be required to pay to the Town the first installment of the Utility

¹ Payment shall begin once all prior payments on Colonnade 3A, 3C, and 6 are complete.

Access Fee amounting to One Thousand Four Hundred Dollars (\$1,400.00) per EDU. However, pursuant to the provisions of Section 3 of this Agreement above, due to the oversizing of the Facilities by Grantee pursuant to this Agreement, said first installment of the Utility Access Fees applicable to the Lots in Gatherings at Aurora Section 1 shall not be paid to the Town by Grantee, but instead shall be credited against the Gatherings at Aurora Sanitary Sewer Oversizing Reimbursement obligation of the Town.

5. Engineering Review

The design, construction, and specification of material and equipment to be used in all the Facilities installed by Grantee shall be subject to approval and construction observation by the Town Engineer whose decision shall be final as to any question arising regarding the same. Grantee shall be responsible for any design review and/or construction observation fees or any other cost in connection with such inspection and approvals.

6. Dedication

Upon the completion of construction and installation of the Facilities, Grantee shall dedicate the Facilities and all easements and rights-of-way necessary to service and maintain said Facilities, without restriction, to the Town.

7. Bonds

Prior to dedication of the Facilities and deeding the title in fee simple or other transfer of all rights-of-way and easement rights required to service and maintain said Facilities, Grantee shall place on file with the Clerk-Treasurer of the Town all bonds and/or other documents in amounts deemed acceptable to the Town pursuant to the McCordsville Subdivision Control Ordinance. Upon acceptance of the dedication of the Facilities and the completion of all requirements herein by Grantee, the Town agrees to commence immediately to maintain and operate the sewer collection and treatment Facilities, subject to the invocation of the provisions of the Maintenance Bond.

8. Assignment

The parties agree that should Grantee desire to assign its rights, duties, and obligations under this Agreement, at any time within ten (10) years of the date of execution of this Agreement, said assignment may only be accomplished after receipt of the Town's written consent, which consent shall not be unreasonably withheld or delayed. If Grantee, at any time, after the execution of this Agreement shall assign its rights, duties and obligations herein, Grantee shall notify the Town in writing ten (10)

days prior to such assignment, the name, address, phone number and contact person of the assignee.

9. Binding

The terms of this Agreement shall be binding on and shall insure to the benefit of each party's heirs, executors, personal representatives, successors, assigns, parent companies, subsidiaries, lessees or other authorized person or entity acting on either party's behalf.

10. Breach

In the event of any breach of this Agreement by any party hereto, the non-breaching party shall be entitled to pursue all remedies available to it at law or in equity including enforcement of this Agreement by specific performance.

11. Indemnification

Grantee shall completely indemnify, protect and hold harmless the Town from any and all costs, expenses, liability, losses, third party claims, suits, and proceedings of any nature whatsoever brought against the Town arising out of or relating to the terms of this Agreement for any cause of action alleging Grantee's negligence, recklessness or intentional acts or omissions.

The Town shall completely indemnify, protect and hold harmless the Grantee from any and all costs, expenses, liability, losses, third party claims, suits, and proceedings of any nature whatsoever brought against the Town arising out of or relating to the terms of this Agreement for any cause of action alleging the Town's negligence, recklessness or intentional acts or omissions.

12. Attorneys' Fees

If Grantee or Town brings suit or any other action to enforce this Agreement, the prevailing party shall be entitled recover, in addition to all other remedies or damages as provided in this Agreement, all of its reasonable attorneys' fees and other legal expenses incurred in connection therewith.

13. Notices

Any notices, requests, demands, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered on the second day after such notice is deposited in a receptacle of the United States mail,

registered or certified, first class postage prepaid, return receipt requested, address as follows:

To Grantee: Beazer Homes Indiana LLP
Attn: Rob Montgomery,
Division President
9465 Counselors Row, Suite 125
Indianapolis, IN 46240

To Town: Town of McCordsville
Attn: Town Engineer
6280 W. 800 N.
McCordsville, IN 46055

14. Execution

Each person executing this Agreement has the authority to execute this Agreement on behalf of their respective party and binds that party to the terms herein.

15. Waiver

The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both Parties.

17. Severability

The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

18. Non-Discrimination

Grantee agrees that it, and any subcontractors, will not discriminate against any

employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of the work or termination or completion of the Agreement.

20. Controlling Law

This Agreement shall be governed by the laws of the State of Indiana.

21. Recording

This Agreement shall be recorded in the Hancock County Recorder's Office within thirty days of execution.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date.

Beazer Homes Indiana LLP

Rob Montgomery
Division President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Agreement on behalf of Beazer Homes LLP.

Witness my hand and Notarial Seal this ____ day of _____, 2024.

My Commission Expires: _____

(Signature)

My County of Residence: _____

(printed name) Notary Public

Town of McCordsville, Indiana

By: Greg Brewer
Town Council

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Agreement on behalf of the Town of McCordsville.

Witness my hand and Notarial Seal this ____ day of _____, 2024.

My Commission Expires: _____

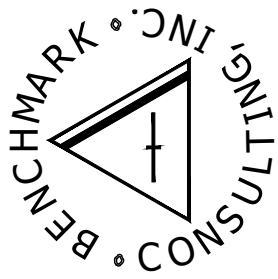
(Signature)

My County of Residence: _____

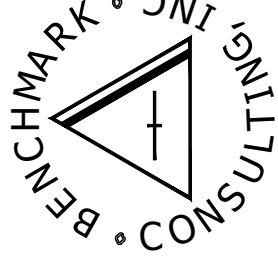
(printed name) Notary Public

This instrument was prepared by Beth A. Copeland, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023

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. *Beth A. Copeland*

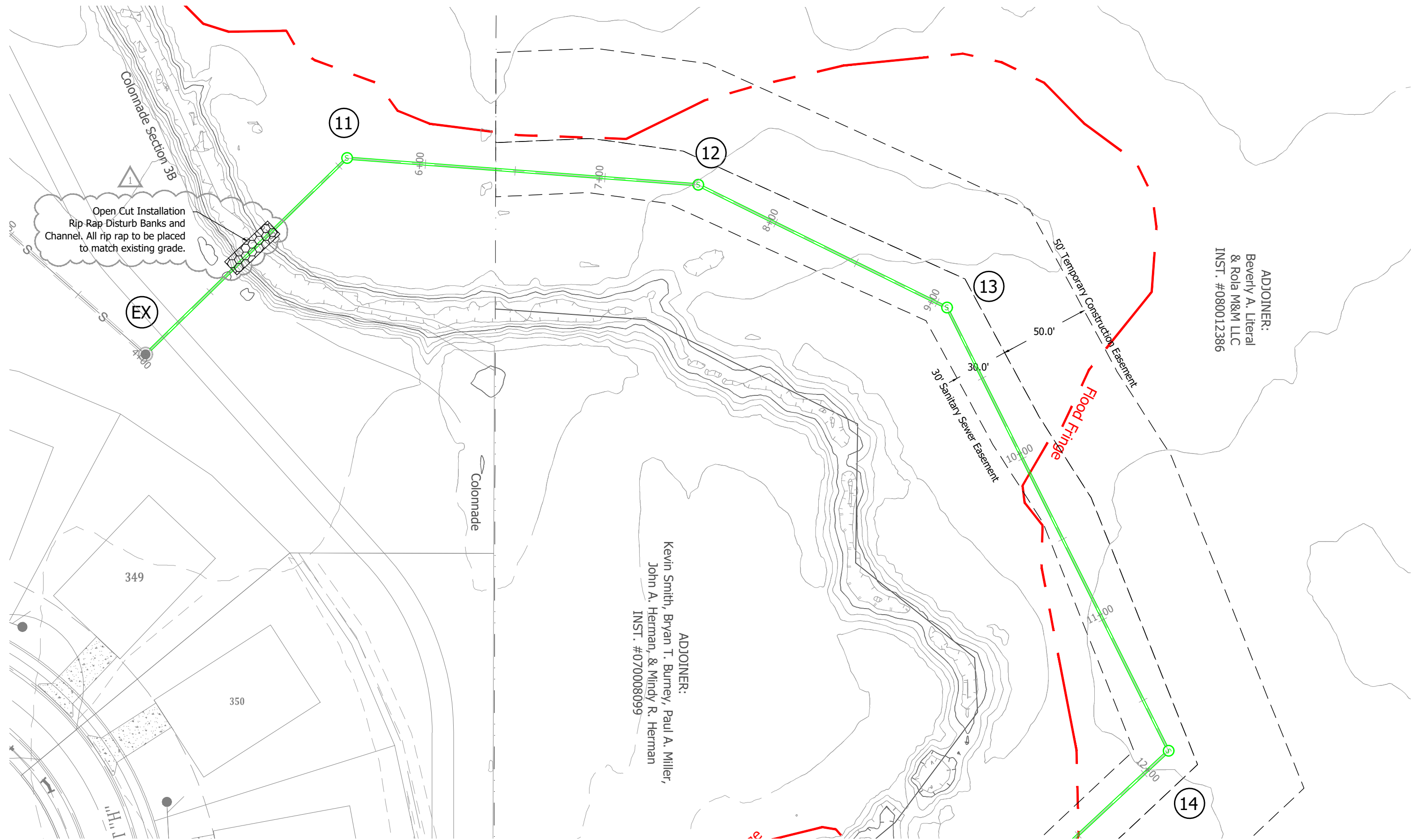


BENCHMARK CONSULTING, INC.
69 AUGUSTA DRIVE BROWNSBURG, IN 46112
(317) 852-5695



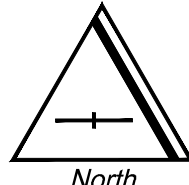
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Gatherings Section 1 - Exhibit A - sheet 1/3

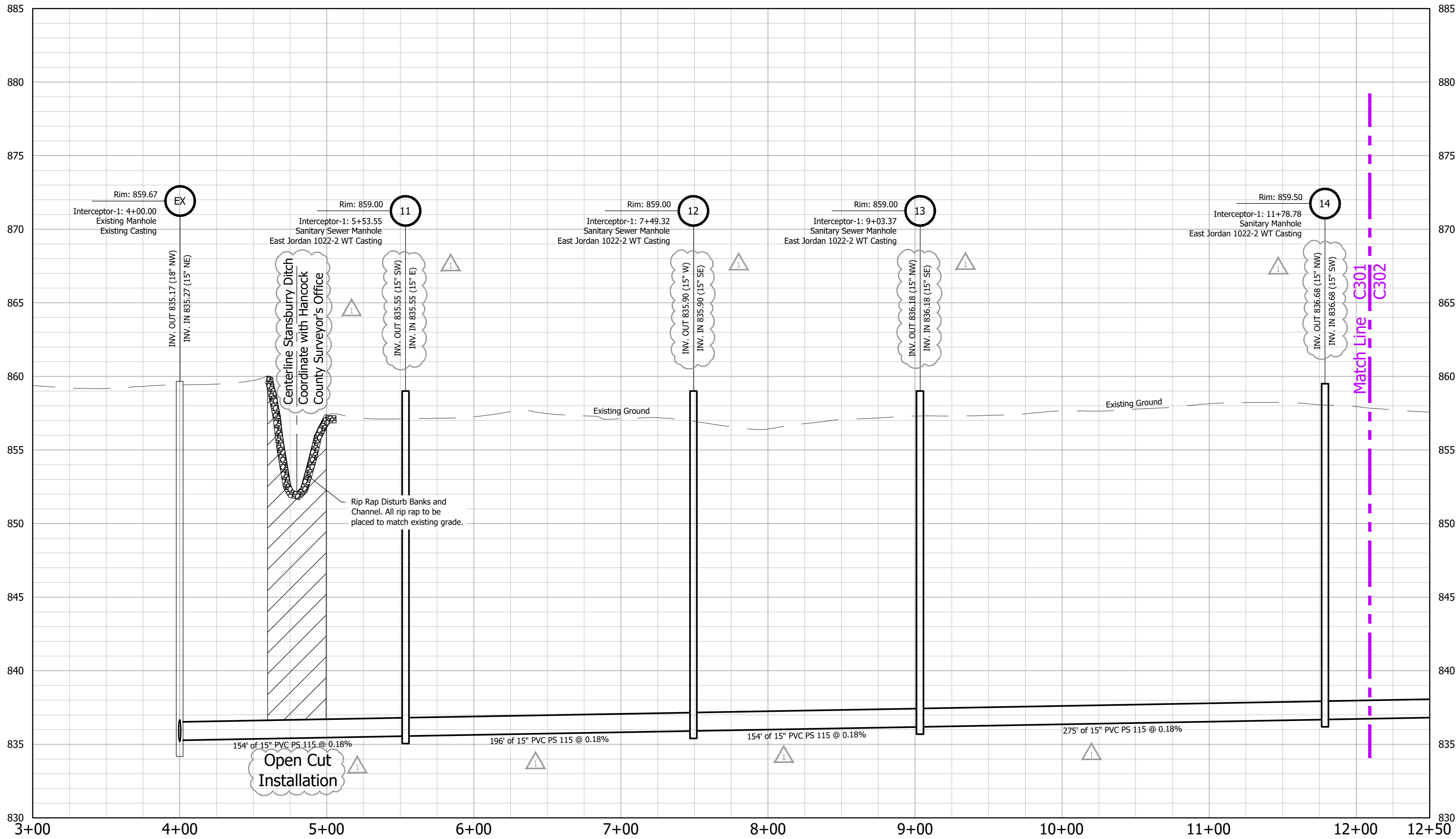


GENERAL NOTES

- All sanitary sewer construction is to be in compliance with the latest Standards and Specifications of the Town of Mc Cordsville.
- Contractor shall be responsible for contacting all permit issuing agencies within the time frame specified by the governing agency prior to construction.
- It shall be the site contractor's responsibility to coordinate with the various public utilities to assure that the termini of lateral services do not conflict with the placement of other services (i.e. electric transformers, telephone pedestals, street lights & etc...)
- Easements as illustrated are subject to change. Please reference the recorded "Final Plat" for final location.
- Water main must maintain minimum 10' horizontal and/or 24" vertical separation from all storm and sanitary sewer pipes and manholes. If 24" separation is not possible install concrete collar around sanitary sewer.

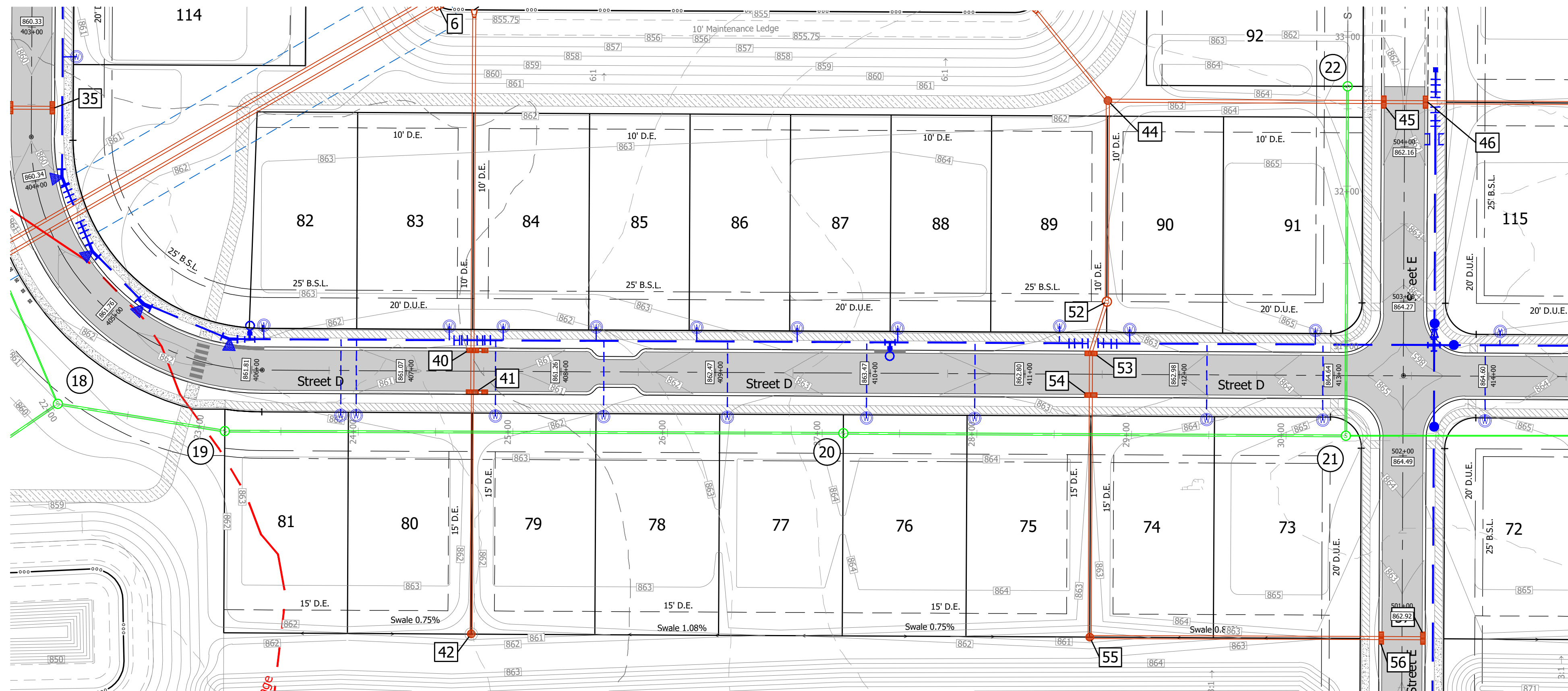


Scale
Horizontal Scale 1" = 50'
Vertical Scale 1" = 5'
GRAPHIC SCALE
1 inch = 50 ft.



REVISIONS:	
1. 01/23/23 Revised stream crossing to open cut, added slopes to pipes, removed manholes signs.	
Gatherings at Aurora - Section 1 Revision #7 01/23/2024	
Nathan White Engineering, L.L.C. d.b.a. BENCHMARK CONSULTING, INC. 69 AUGUSTA DRIVE BROWNSBURG, IN 46112 (317) 852-5695 Project Manager: Nathan White nwhite@benchmarkcon.com	
BENCHMARK CONSULTING, INC. No. PE10606548 STATE OF INDIANA PROFESSIONAL ENGINEER Nathan A. White DATE: 12/21/2023	
PREPARED FOR: Beazer Homes of Indiana, LLP 9465 Counselors Row, Suite 125 Indianapolis, IN 46240 317-443-2712 Chad Oldham chad.oldham@beazer.com	
Gatherings at Aurora Section 1 Sanitary Sewer Plan & Profile West CR 700 North McCordsville, IN	
DATE: 06/20/23	CHECKED BY: N.A.W.
PROJECT NUMBER: 23004	
SHEET # C301	

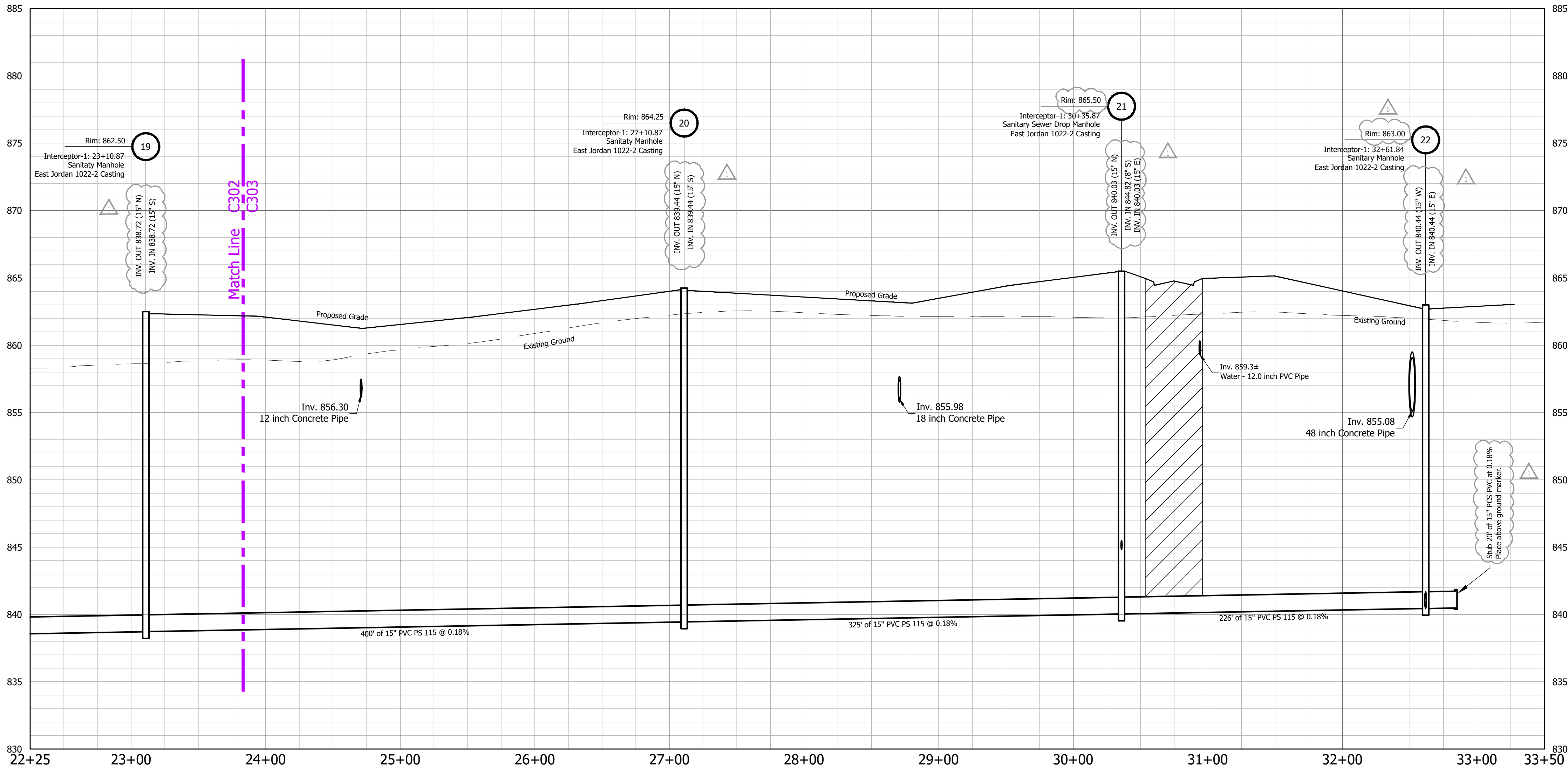
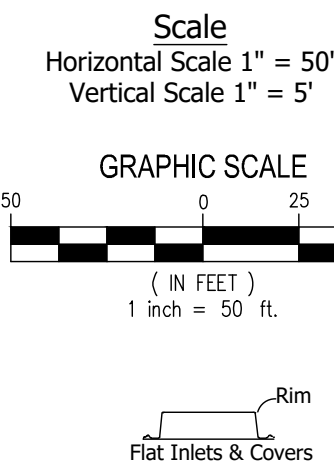
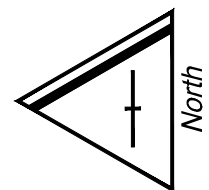
Gatherings Section 1 - Exhibit A - sheet 3/3



The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantees that the underground utilities comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although the surveyor does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

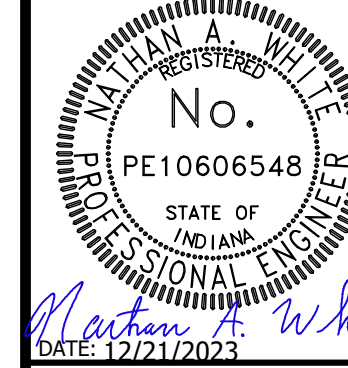
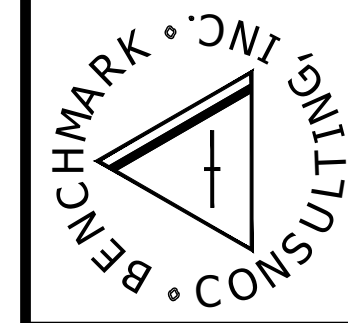
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REVISIONS:

Nathan White Engineering, L.L.C. d.b.a.
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69 AUGUSTA DRIVE BROWNSBURG, IN 46112
(317) 852-5695
Project Manager: Nathan White
nwhite@benchmarkcon.com



Beazer Homes of Indiana, LLP
9465 Counselors Row, Suite 125
Indianapolis, IN 46240
317-443-2712
Chad Oldham
chad.oldham@beazer.com

Gatherings at Aurora
Section 1
Sanitary Sewer Plan & Profile
West CR 700 North McCordsville, IN

DATE: 06/20/23
CHECKED BY: N.A.W.
PROJECT NUMBER: 23004
SHEET # C303