

Platinum Properties, LLC, Owner/Developer
**AGREEMENT FOR OFF-SITE EXTENSION OF WATER MAINS AND
RELATED FACILITIES**

This agreement for off-site extension of the water mains and facilities executed this _____ day of _____, 20___, by and between the City of Westfield acting by and through its Common Council, (hereinafter referred to as the "City") and Platinum Properties, LLC (hereinafter referred to as the "Owner/Developer"):

WITNESSETH:

WHEREAS, the City has developed a Comprehensive Master Plan for the development and distribution of the water mains and facilities (hereinafter referred to as the "Master Plan"); and,

WHEREAS, the Owner/Developer desires to cause development to occur within the jurisdiction of the City and to provide water service to such development (hereinafter referred to as the "Project"); and,

WHEREAS, a portion of the water mains and facilities to be constructed to serve said development in the conformance with the Master Plan were "off-site" as said term is understood within the context of the Master Plan and is further defined within the terms of this Agreement.

WHEREAS, it is fair and equitable, to enter into an agreement, to reimburse the Owner/Developer for the part of the costs of the Project, which are not necessary for water service to the Owner/ Developer's development.

NOW, THEREFORE, the parties do hereby agree in consideration of the promises and covenants contained herein as follows:

1. Construction of off-site extension of water mains
 - a. Plans and Specifications

The Owner/Developer, at its expense, has caused plans and specifications to be prepared consistent with the Master Plan for the extension of water mains and facilities to the site of its development which is described in **Exhibit A** attached hereto and made a part hereof.

The Plans have been submitted to the City for approval and said plans are a part of this Agreement and shall be marked **Exhibit B**.

b. Construction

The Owner/Developer will construct the water mains and facilities in substantial conformance to the plans and specifications.

c. Performance Bond, Maintenance Bond and Testing

Upon completion of the Project, the Owner/Developer shall post a maintenance bond or surety acceptable to the City, in an amount sufficient to indemnify the City for the maintenance of the Project for a three (3) year period beginning the date of the Project is acceptable by the Westfield Board of Public Works. Prior to acceptance of the Project, the Project shall pass one or more normally acceptable inspection tests, including but not limited to, a pressure test or leak test, and bacteriological testing. The City shall not be obligated to accept the dedication of the Project unless the project meets normally acceptable standards for the above tests.

d. Dedication and Acceptance Thereof

Upon completion of the Project and satisfactory performance of all testing required by the City, the Owner/Developer shall convey all right, title, and interest in the Project to the City. The City shall accept such dedication upon satisfactory testing and posting of a maintenance bond or other acceptable surety as set out herein.

2. Reimbursement and/or Credits

The City agrees that the Owner/Developer shall be entitled to reimbursement/credit for construction of the Project up to the amount of Thirty Four Thousand Twenty dollars and 00 cents (\$34,020.00) as detailed in **Exhibit C** attached hereto and made a part hereof. The reimbursement/credit specifically set out herein shall represent the total compensation to the Owner/Developer arising out of the Project. A cost estimate of the Project and related costs are detailed in **Exhibit D**, and **Exhibit E**, attached hereto and made a part hereof. Developer acknowledges that such reimbursement/credit is subject and subordinate to the obligations of the City to the holders of the City's Waterworks Revenue Bonds in accordance with the provisions of Ordinance 03-24.

3. Amendments and Modifications

This agreement incorporates the entire agreement of the parties, and no extrinsic matters shall be deemed to have amended this Agreement in any manner, unless specifically set forth in writing and executed by the parties hereto as an addendum or amendment to this Agreement.

4. Default

Any failure on the part of either party to carry out the terms or conditions set forth herein shall be considered an event of default and shall relieve the other party from any further obligation under the terms of this Agreement.

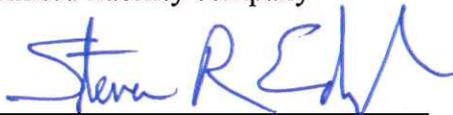
5. No Waiver of Obligation to Pay Charges

The parties agree that there is nothing about this Agreement which may be in any manner constructed to relieve the Owner/Developer from any obligation currently imposed upon such Owner/Developer by reason of the ordinances of the City of Westfield and in particular the ordinances requiring the payment of availability and connection charges to the City. In addition, the parties agree that no proprietary interest arises out of this Agreement which would result in the Owner/Developer being entitled to avoid any increase in availability connection ordinances.

6. Execution of Supplemental Documents

The parties agree that they shall execute any and all documents necessary to give effect to this Agreement, including, but not limited to, the assignment or granting of easements, or the execution of such other documents as may be necessary.

By: Platinum Properties, LLC, an Indiana
limited liability company

Signed: 

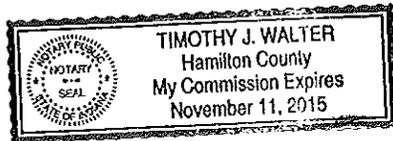
Printed: Steven R. Edwards

Title: Vice President, Chief Financial Officer

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Personally appeared before me, a notary public in and for said County and State, Steven R. Edwards, the Vice President, Chief Financial Officer of Platinum Properties, LLC. who, being first duly sworn, acknowledges that the representations contained herein are true to the best of his knowledge.

WITNESS MY HAND SEAL, this 17th day of JANUARY, 2013.



Timothy J. Walter

Notary Public

Printed Name

MY COMMISSION EXPIRES:

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this ____ day of _____, 20__.

By: City of Westfield

ATTEST:

Cindy Gossard, Clerk-Treasurer
City of Westfield

EXHIBIT A

A Portion of Wendover Avenue and Maple Village (aka Sonoma) Section 5

Wendover Avenue

A part of the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section; thence South 89 degrees 30 minutes 01 seconds West along the South line of said Quarter Section a distance of 1,953.12 feet to the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 3, said corner also being the Northwest corner of the real estate described in Instrument Number 94-10795 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 07 minutes 59 seconds East 639.29 feet to the POINT OF BEGINNING of this description; thence South 89 degrees 52 minutes 08 seconds East 18.09 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 07 minutes 52 seconds West 4,975.00 feet from said point; thence easterly along said curve 127.26 feet to the point of tangency of said curve, said point being North 01 degrees 35 minutes 48 seconds East 4,975.00 feet from the radius point of said curve; thence South 88 degrees 24 minutes 11 seconds East 256.03 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 01 degrees 35 minutes 49 seconds East 5,025.00 feet from said point; thence easterly along said curve 163.98 feet to the point of tangency of said curve, said point being South 00 degrees 16 minutes 22 seconds East 5,025.00 feet from the radius point of said curve; thence North 89 degrees 43 minutes 38 seconds East 97.98 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 16 minutes 22 seconds West 825.00 feet from said point thence easterly along said curve 231.76 feet to a point on the Southern Right-of-Way of Wendover Avenue, recorded as Instrument No. 2007051207, in the Office of the Recorder of Hamilton County, Indiana, said point also being the point of tangency of said curve, said point being South 16 degrees 22 minutes 05 seconds East 825.00 feet from the radius point of said curve; thence North 16 degrees 21 minutes 21 seconds West 50.00 feet to a point on the Northern Right-of-Way of said Wendover Avenue, said point also being on a curve concave northerly, the radius point of said curve being North 16 degrees 22 minutes 09 seconds West 775.00 feet from said point; thence westerly along said curve 217.72 feet to the point of tangency of said curve, said point being South 00 degrees 16 minutes 23 seconds East 775.00 feet from the radius point of said curve; thence South 89 degrees 43 minutes 38 seconds West 97.98 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 16 minutes 22 seconds West 4,975.00 feet from said point; thence westerly along said curve 162.35 feet to the point of tangency of said curve, said point being South 01 degrees 35 minutes 49 seconds West 4,975.00 feet from the radius point of said curve; thence North 88 degrees 24 minutes 11 seconds West 256.03 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 01 degrees 35 minutes 49 seconds West 5,025.00 feet from said point; thence westerly along said curve 128.54 feet to the point of tangency of said curve, said point being North 00

degrees 07 minutes 53 seconds East 5,025.00 feet from the radius point of said curve; thence North 89 degrees 52 minutes 08 seconds West 18.08 feet; thence South 00 degrees 07 minutes 59 seconds West 50.00 feet to the place of beginning, containing 1.019 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

AND

Maple Village (aka Sonoma) Section 5

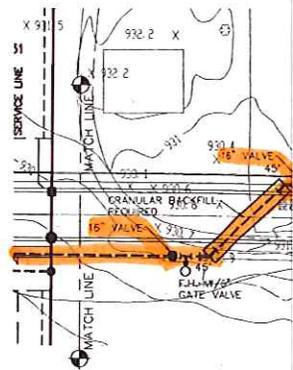
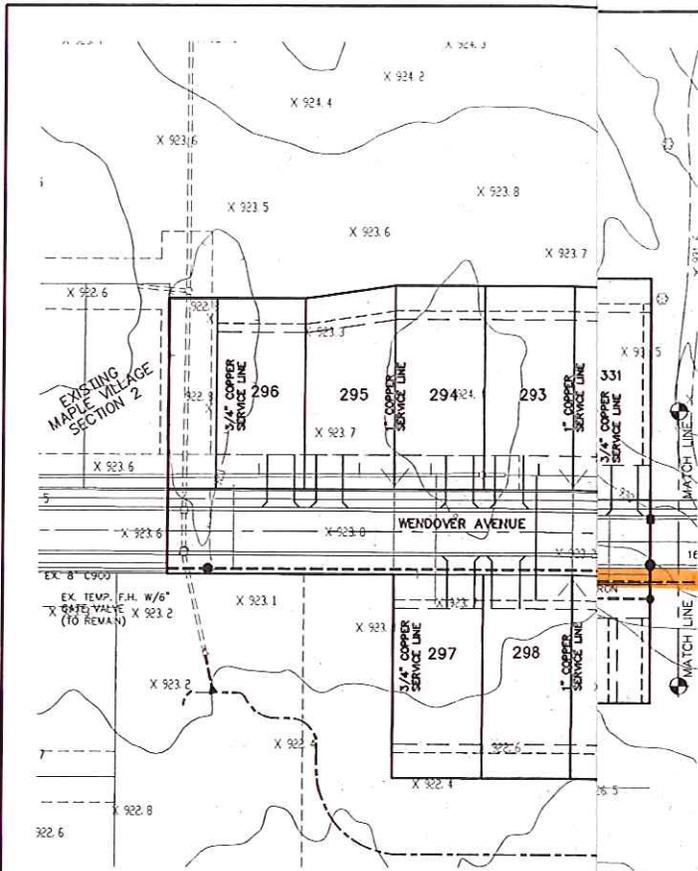
A subdivision of a part of the Northwest Quarter and the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter Section, said corner being marked by a spindle; thence South 89 degrees 30 minutes 01 seconds West along the South line of said Quarter Section a distance of 1,953.12 feet to the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of said Section 3, said corner also being the Northwest corner of the real estate described in Instrument Number 94-10795 in the Office of the Recorder, Hamilton County, Indiana; thence North 00 degrees 07 minutes 59 seconds East 569.40 feet to a 5/8" rebar with cap stamped "S & A Firm # 0008" (hereafter referred to as a S & A rebar) and the POINT OF BEGINNING of this description; thence North 89 degrees 52 minutes 08 seconds West 130.00 feet to a S & A rebar; thence South 00 degrees 07 minutes 59 seconds West 50.11 feet to a S & A rebar; thence North 89 degrees 52 minutes 08 seconds West 980.95 feet to a S & A rebar; thence North 00 degrees 07 minutes 52 seconds East 120.00 feet to a S & A rebar; thence North 89 degrees 52 minutes 08 seconds West 133.50 feet to a S & A rebar on an East line of Maple Village (a.k.a. Sonoma), Section Two, the plat of which is recorded as Instrument No. 2007054895 in Plat Cabinet 4, Slide 367 in said Recorder's Office; thence North 00 degrees 07 minutes 52 seconds East along said East line 162.00 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 80.50 feet to a S & A rebar; thence North 81 degrees 32 minutes 51 seconds East 53.60 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 280.00 feet to a S & A rebar; thence North 00 degrees 07 minutes 52 seconds East 4.61 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 180.01 feet to a S & A rebar; thence North 00 degrees 08 minutes 11 seconds East 5.39 feet to a S & A rebar; thence South 89 degrees 52 minutes 08 seconds East 650.95 feet to a S & A rebar; thence South 00 degrees 07 minutes 59 seconds West 249.89 feet to the place of beginning, containing 7.916 acres, more or less.

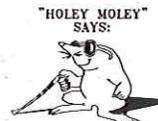
EXHIBIT B

Because of reproduction difficulties and its bulk nature, the plans are on file in the Clerk-Treasurer's Office and the Westfield Public Works Department and are duly marked Exhibit B.

(Developer to supply three (3) original copies of the project plans with changes required by the Water Master Plan Highlighted.)



LEGEND	
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	EXISTING HYDRANT
	PROPOSED HYDRANT
	BUTTERFLY VALVE
	VALVE
	PLUS
	REDUCER
	T.J. TEE
	M.L. SLEEVE
	BOND
	FLYER BLOCK
	CASING PIPE
	GAS LINES
	TELEPHONE LINES
	ELECTRIC LINES



"HOLEY MOLEY" SAYS:
 1-800-382-5544
 CALL TOLL FREE
 1-800-428-5200
 FOR CALLS OUTSIDE OF INDIANA

CAUTION
 LOCATION OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (INCLUDING, BUT NOT LIMITED TO, MONUMENTS, PIPES, VALVES, & MARKS MADE UPON THE GROUND BY OTHERS) AND ARE SPECULATIVE IN NATURE. THERE MAY ALSO BE OTHER EXISTING UNDERGROUND UTILITIES FOR WHICH THERE IS NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE HAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

DATE	MARK	REVISIONS
8/20/10		ADDED TEMP. FIRE HYDRANT
8/20/10		REVISED OFFSITE WATER
8/20/10		ADD 7 LOTS PER CLIENTS REQUEST
8/20/10		REVISED PER AGENCY COMMENTS
8/20/10		REVISED NOTES
8/20/10		REVISED WATER PER MARKUPS



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OF SURVEY OR A SURVEYOR LOCATION REPORT.
 CERTIFIED: 4/1/09

STOEPPELWERTH & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 7965 East 108th Street, Fishers, IN 46038-9505
 Phone: (317) 849-5935 Fax: (317) 849-5942
 Toll Free: (800) 728-6917

WATER PLAN
MAPLE VILLAGE (SONOMA)
SECTION 5
 WESTFIELD, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

DRAWN BY: CRM
 CHECKED BY: BKR
 SHEET NO: **C700**
 S & A JOB NO. 50699PLA-S5

EXHIBIT C

Project Name: Maple Village (Sonoma) Section 5

Developer Name: Platinum Properties, LLC

Credit Due to Developer	\$0.00
Reimbursement Due to Developer	\$34,020.00

(Reimbursement cash payments shall be paid only when the full amount for reimbursement is available in the reimbursement account and based on prioritization (first in first out) of agreement)