

**BOARD OF PUBLIC WORKS AND SAFETY**  
**Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.*

*Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

Date Submitted:	April 29, 2015	Requested Meeting Date:	May 4, 2015
		Confirmed Meeting Date:	May 4, 2015
Received by:			
<b>Contact Information: Please provide all requested information in the fields below. (Print or Type)</b>			
On Behalf of Organization or Individual:		Homesteads at Hillview – John Grimmer	
Name:	Joanna Myers	Telephone:	317-736-3631
Title or Position:	Senior Planner		
E-Mail:	jmyers@franklin.in.gov		
Address:	70 E. Monroe Street		
City:	Franklin	State:	IN
		ZIP:	46131
<b>Who will attend the meeting and present the request?</b>			
Name:	Joanna Myers	Telephone:	317-736-3631
Title or Position:	Senior Planner		
E-Mail:	jmyers@franklin.in.gov		
<b>Please describe the purpose or title of your presentation.</b>			
Approval and acceptance of Letters of Credit, Subdivision Maintenance Surety Agreements, Subdivision Performance Surety Agreements and Secondary Plat for Homesteads at Hillview, Section 1			
Maintenance Letters of Credit & Subdivision Maintenance Surety Agreements: LOC # 0179932520: Landscaping - \$3,190.00 LOC # 0179932512: Storm/Sanitary/Site Infrastructure - \$206,250.00 LOC # 0179932499: Asphalt Pavement - \$52,500.00 LOC # 0179932504: Concrete Curbs & Sidewalks - \$13,808.10			
Performance Letters of Credit & Subdivision Performance Surety Agreements: LOC # 0179932538: Infrastructure/Erosion Control/Surface Stabilization - \$90,000.00 LOC # 0179932546: Surface Asphalt - \$84,000.00 LOC # 0179932562: Landscaping (Street Trees/Buffer Plantings) - \$12,066.00 LOC # 0179932554: Sidewalks - \$9,101.88 LOC # 0179932570: Monumentation - \$8,400.00			
<b>Supporting documents: All supporting documents should be submitted with the request form.</b>			
1. Letters of Credit and Agreements			
2. Original plat for signature to be provided at meeting			

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at [jalexander@franklin.in.gov](mailto:jalexander@franklin.in.gov) or call 317-736-3609.



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932520

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Three Thousand One Hundred Ninety and 00/100 (\$3,190.00) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the maintenance of Landscaping for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2018 (3 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2018, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 0179932520".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin, IN 46131, mentioning our reference number as it appears above.



Member  
FDIC

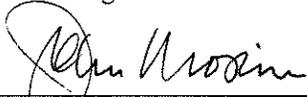
Main Office • 80 E. Jefferson Street • Franklin, IN 46131  
PH: 317-736-7151 • FAX: 317-738-2179  
[www.mutualsavingsbank.net](http://www.mutualsavingsbank.net)

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and letter of credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of the demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this letter of credit shall be governed by the laws of the State of Indiana and Mutual Savings Bank, further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

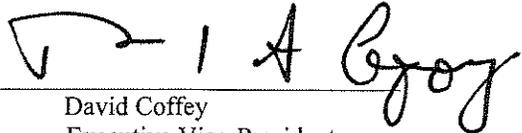
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932512

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Two Hundred Six Thousand Two Hundred Fifty and 00/100 (\$206,250.00) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the maintenance of Storm/Sanitary/and Site Infrastructure for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2018 (3 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2018, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 0179932512".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin, IN 46131, mentioning our reference number as it appears above.



Member  
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Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and letter of credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of the demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this letter of credit shall be governed by the laws of the State of Indiana and Mutual Savings Bank, further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

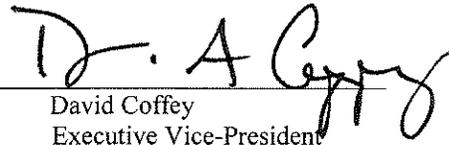
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932499

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Fifty-Two Thousand Five Hundred and 00/100 (\$52,500) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the maintenance of Asphalt Pavement for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2018 (3 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2018, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 0179932499".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin , IN 46131, mentioning our reference number as it appears above.



Member  
FDIC

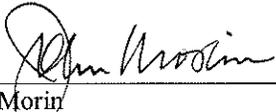
Main Office • 80 E. Jefferson Street • Franklin, IN 46131  
PH: 317-736-7151 • FAX: 317-738-2179  
[www.mutualsavingsbank.net](http://www.mutualsavingsbank.net)

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and letter of credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of the demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this letter of credit shall be governed by the laws of the State of Indiana and Mutual Savings Bank, further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

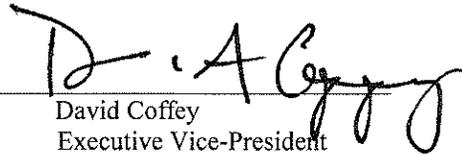
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932504

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Thirteen Thousand Eight Hundred Eight and 10/100 (\$13,808.10) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the maintenance of Concrete Curbs and Sidewalks for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2018 (3 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2018, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 0179932504".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin, IN 46131, mentioning our reference number as it appears above.



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Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this letter of credit shall be governed by the laws of the State of Indiana and Mutual Savings Bank, further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

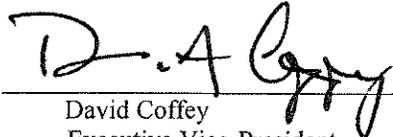
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932538

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Ninety Thousand and 00/100 Dollars (\$90,000.00) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the Infrastructure/Erosion Control/and Surface Stabilization for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2017 (2 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2017, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 0179932538".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin, IN 46131, mentioning our reference number as it appears above.



Member  
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[www.mutualsavingsbank.net](http://www.mutualsavingsbank.net)

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Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this letter of credit shall be governed by the laws of the State of Indiana and Mutual Savings Bank, further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

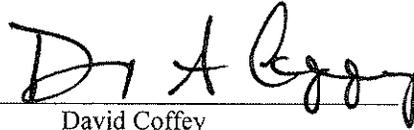
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932546

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Eighty-Four Thousand and 00/100 Dollars (\$84,000.00) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the installation of Surface Asphalt for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2017 (2 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2017, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 0179932546".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin, IN 46131, mentioning our reference number as it appears above.



Member  
FDIC

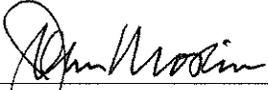
Main Office • 80 E. Jefferson Street • Franklin, IN 46131  
PH: 317-736-7151 • FAX: 317-738-2179  
[www.mutualsavingsbank.net](http://www.mutualsavingsbank.net)

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and letter of credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of the demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this letter of credit shall be governed by the laws of the State of Indiana and Mutual Savings Bank, further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

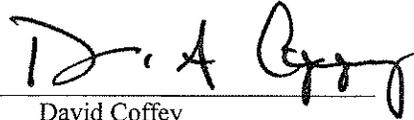
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932562

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Twelve Thousand Sixty-Six and 00/100 Dollars (\$12,066.00) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the installation of Landscaping (Street Trees/Buffer Plantings) for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2017 (2 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2017, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 0179932562".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin, IN 46131, mentioning our reference number as it appears above.



Member  
FDIC

Main Office • 80 E. Jefferson Street • Franklin, IN 46131  
PH: 317-736-7151 • FAX: 317-738-2179  
[www.mutualsavingsbank.net](http://www.mutualsavingsbank.net)

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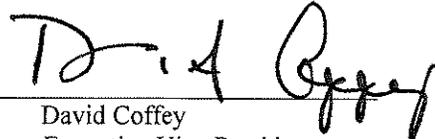
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932554

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Nine Thousand One Hundred One and 88/100 Dollars (\$9,101.88) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the installation of Sidewalks for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2017 (2 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2017, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

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We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin, IN 46131, mentioning our reference number as it appears above.



Member  
FDIC

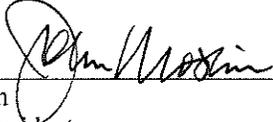
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Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and letter of credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of the demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this letter of credit shall be governed by the laws of the State of Indiana and Mutual Savings Bank, further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

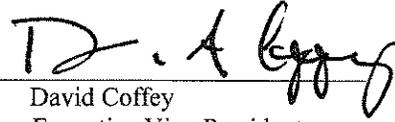
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President



April 27, 2015

IRREVOCABLE LETTER OF CREDIT NO. 0179932570

City of Franklin  
70 E Court St  
Franklin, IN 46131

Gentlemen:

We hereby authorize you to value on us for the account of:

Homesteads at Hillview/Section 1  
(John E Grimmer)

For a sum or sums in United States of American Dollars not to exceed a total of Eight Thousand Four Hundred and 00/100 (\$8,400.00) by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Homesteads at Hillview will perform as required regarding the installation of Monumentation for the Homesteads at Hillview residential development/Phase 1 located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Homesteads at Hillview/John E. Grimmer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific area of problems.

This Standby Letter of Credit is effective as of April 10, 2015, and shall expire on April 10, 2017 (2 years), but such expiration date shall be automatically extended for a period of one year on April 10, 2017, and on each successive expiration date, unless a release is received from the City of Franklin, or we notify both the City of Franklin and Homesteads at Hillview/John E. Grimmer by certified mail, at least ninety (90) days before the current expiration date, that we have decided not to extend this Letter of Credit beyond the current expiration date. In the event of such notification by us, the credit established by this Letter shall be available to the City of Franklin upon its sight draft or demand for payment for ninety (90) days after receipt of such notice by the City of Franklin as shown on the signed return receipt.

All drafts must be marked, "Drawn under Mutual Savings Bank, Irrevocable Letter of Credit No. 0179932570".

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of the credit shall be duly honored on due presentation to the drawee.

Please address all correspondence regarding this Letter of Credit to: John Morin, Mutual Savings Bank, 1124 N Main St, Franklin, IN 46131, mentioning our reference number as it appears above.



Member  
FDIC

Main Office • 80 E. Jefferson Street • Franklin, IN 46131  
PH: 317-736-7151 • FAX: 317-738-2179  
[www.mutualsavingsbank.net](http://www.mutualsavingsbank.net)

Demands presented by facsimile to facsimile number (317) 736-7157 are acceptable provided that if any such demand is presented by facsimile, the original draft, statement and letter of credit shall be simultaneously forwarded by overnight courier service to our office located at the address stated above; provided further that the failure of the courier service to timely deliver shall not effect the efficacy of the demand.

Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this letter of credit shall be governed by the laws of the State of Indiana and Mutual Savings Bank, further stipulates that the preferred venue for such disputes shall be located solely in the Johnson County Circuit or Superior Courts of Indiana.

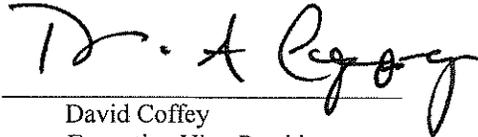
Sincerely,

Mutual Savings Bank



John Morin  
Sr Vice-President

Attest:



David Coffey  
Executive Vice-President

**Subdivision Maintenance Surety Agreement**

Project Name Homesteads at Hillview / Section One  
Improvements Landscaping

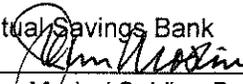
KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
*Developer's Company Name* John E. Grimmer as Principal  
*Developer's Company Address* Franklin, Indiana and  
*Surety Company Name* Mutual Savings Bank  
*Surety Company Address* 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Three Thousand One Hundred Ninety and 00/100 DOLLARS, (\$3,190.00) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, John E. Grimmer / Developer has installed and completed improvements of Homesteads at Hillview / Section One - Landscaping

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if John E. Grimmer, at his own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

*Developer's Company Name (printed)* Homesteads at Hillview  
*Signature for Developer's Company* x \_\_\_\_\_  
*Signatory Name & Title (printed)* John E. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact* x  \_\_\_\_\_  
*Attorney-in-Fact (printed)* John Morin / Sr Vice-President

\*\*\*\*\*  
Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Joseph McGuinness, Board Member*     *Steve Barnett, Board Member*     *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Janet P. Alexander, Clerk-Treasurer*

\*\*\*\*\*  
Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Board Member*     *Board Member*     *Board Member*

ATTEST: \_\_\_\_\_  
*Clerk-Treasurer*



**Subdivision Maintenance Surety Agreement**

Project Name Homesteads at Hillview / Section One  
Improvements Asphalt Pavement

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
*Developer's Company Name* John E. Grimmer as Principal  
*Developer's Company Address* Franklin, Indiana and  
*Surety Company Name* Mutual Savings Bank  
*Surety Company Address* 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Fifty-Two Thousand Five Hundred and 00/100 DOLLARS, (\$52,500.00) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, John E. Grimmer / Developer has installed and completed improvements of Homesteads at Hillview / Section One - Asphalt Pavement

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if John E. Grimmer, at his own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

*Developer's Company Name (printed)* Homesteads at Hillview  
*Signature for Developer's Company* x \_\_\_\_\_  
*Signatory Name & Title (printed)* John E. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact* x  \_\_\_\_\_  
*Attorney-in-Fact (printed)* John Mqrin / Sr Vice-President

\*\*\*\*\*  
Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Joseph McGuinness, Board Member*     *Steve Barnett, Board Member*     *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Janet P. Alexander, Clerk-Treasurer*

\*\*\*\*\*  
Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Board Member*                                     *Board Member*                                     *Board Member*

ATTEST: \_\_\_\_\_  
*Clerk-Treasurer*

**Subdivision Maintenance Surety Agreement**

Project Name Homesteads at Hillview / Section One  
Improvements Concrete Curbs and Sidewalks

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
*Developer's Company Name* John E. Grimmer as Principal  
*Developer's Company Address* Franklin, Indiana and  
*Surety Company Name* Mutual Savings Bank  
*Surety Company Address* 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Thirteen Thousand Eight Hundred Eight and 10/100 DOLLARS, (\$13,808.10) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, John E. Grimmer / Developer has installed and completed improvements of Homesteads at Hillview / Section One - Concrete Curbs and Sidewalks

NOW, THEREFORE, warrants its workmanship and all materials used in the work to be in accordance with the standards, specifications, and requirements of the City of Franklin, Indiana, and if John E. Grimmer, at his own expense for a period of three (3) years from the date of acceptance by the City of Franklin, Indiana, shall make all repairs which may become necessary by reason of improper workmanship or materials, then this obligation to be null and void, otherwise to be and remain in full force and effect.

It is a further condition of this agreement that the applicable surety is not released by official action of the Board of Public Works and Safety within the stated three (3) years from the date of acceptance, such term shall automatically extend for an additional one hundred and eighty (180) day period.

*Developer's Company Name (printed)* Homesteads at Hillview  
*Signature for Developer's Company* x \_\_\_\_\_  
*Signatory Name & Title (printed)* John E. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact* x   
*Attorney-in-Fact (printed)* John Morin / Sr Vice-President

\*\*\*\*\*  
Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Joseph McGuinness, Board Member*     *Steve Barnett, Board Member*     *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Janet P. Alexander, Clerk-Treasurer*

\*\*\*\*\*  
Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Board Member*     *Board Member*     *Board Member*

ATTEST: \_\_\_\_\_  
*Clerk-Treasurer*

**Subdivision Performance Surety Agreement**

Project Name Homesteads at Hillview/Section One  
Improvements Infrastructure/Erosion Control and  
Surface Stabilization

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

*Developer's Company Name* John E. Grimmer as Principal

*Developer's Company Address* Franklin, Indiana and

*Surety Company* Mutual Savings Bank

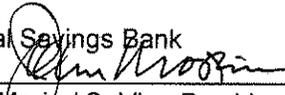
*Surety Company Address* 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Ninety Thousand and 00/100 DOLLARS, (\$90,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 27<sup>th</sup> DAY OF April, 2015. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview/Section 1 – Infrastructure/Erosion Control and Surface Stabilization have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said John E. Grimmer/Developer shall construct said Infrastructure/Erosion Control and Surface Stabilization according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance surety agreement shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of Franklin, Indiana.

By: *Developer's Company Name (printed)* Homesteads at Hillview  
*Signature for Developer's Company* x \_\_\_\_\_  
*Signatory Name & Title (printed)* John E. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact* x   
*Attorney-in-Fact (printed)* John Morin / Sr Vice-President

\*\*\*\*\*

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
*Joseph McGuinness, Board Member*     *Steve Barnett, Board Member*     *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Janet P. Alexander, Clerk-Treasurer*

\*\*\*\*\*

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
*Board Member*                             *Board Member*                             *Board Member*

ATTEST: \_\_\_\_\_  
*Clerk-Treasurer*

**Subdivision Performance Surety Agreement**

Project Name     Homesteads at Hillview/Section One  
Improvements    Surface Asphalt

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
Developer's Company Name John E. Grimmer as Principal  
Developer's Company Address Franklin, Indiana and  
Surety Company Mutual Savings Bank  
Surety Company Address 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Eighty-Four Thousand and 00/100 DOLLARS, (\$84,000.00) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 27<sup>th</sup> DAY OF April, 2015. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview/Section 1 – Surface Asphalt have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said John E. Grimmer/Developer shall construct said Surface Asphalt according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance surety agreement shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of Franklin, Indiana.

By:     Developer's Company Name (printed)     Homesteads at Hillview  
       Signature for Developer's Company     x \_\_\_\_\_  
       Signatory Name & Title (printed)     John E. Grimmer / Developer

BY:     Surety Company Name                     Mutual Savings Bank  
       Signature of Attorney-in-Fact         x \_\_\_\_\_  
       Attorney-in-Fact (printed)             John Morin / Sr Vice-President

\*\*\*\*\*

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
*Joseph McGuinness, Board Member     Steve Barnett, Board Member             Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Janet P. Alexander, Clerk-Treasurer*

\*\*\*\*\*

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Board Member                             Board Member                             Board Member*

ATTEST: \_\_\_\_\_  
*Clerk-Treasurer*

**Subdivision Performance Surety Agreement**

Project Name     Homesteads at Hillview/Section One  
Improvements    Landscaping (Street Trees/Buffer Plantings)

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,  
*Developer's Company Name* John E. Grimmer as Principal  
*Developer's Company Address* Franklin, Indiana and  
*Surety Company* Mutual Savings Bank  
*Surety Company Address* 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Twelve Thousand Sixty-Six and 00/100 DOLLARS, (\$12,066.00 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 27<sup>th</sup> DAY OF April, 2015. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview/Section 1 – Landscaping (Street Trees/Buffer Plantings) have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said John E. Grimmer/Developer shall construct said Landscaping (Street Trees/Buffer Plantings) according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance surety agreement shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of Franklin, Indiana.

By: *Developer's Company Name (printed)*     Homesteads at Hillview  
*Signature for Developer's Company*     x \_\_\_\_\_  
*Signatory Name & Title (printed)*         John E. Grimmer / Developer

BY: *Surety Company Name*                     Mutual Savings Bank  
*Signature of Attorney-in-Fact*            x \_\_\_\_\_  
*Attorney-in-Fact (printed)*                John Morin / Sr Vice-President

\*\*\*\*\*

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
*Joseph McGuinness, Board Member*    *Steve Barnett, Board Member*        *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Janet P. Alexander, Clerk-Treasurer*

\*\*\*\*\*

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Board Member*                             *Board Member*                             *Board Member*

ATTEST: \_\_\_\_\_  
*Clerk-Treasurer*

**Subdivision Performance Surety Agreement**

Project Name     Homesteads at Hillview/Section One  
Improvements    Sidewalks

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

*Developer's Company Name* John E. Grimmer as Principal

*Developer's Company Address* Franklin, Indiana and

*Surety Company* Mutual Savings Bank

*Surety Company Address* 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Nine Thousand One Hundred One and 88/100 DOLLARS, (\$9,101.88) for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 27<sup>th</sup> DAY OF April, 2015. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview, Section 1 – Sidewalks have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said John E. Grimmer/Developer shall construct said Sidewalks according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work, by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance surety agreement shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of Franklin, Indiana.

By: *Developer's Company Name (printed)*     Homesteads at Hillview  
*Signature for Developer's Company*     x \_\_\_\_\_  
*Signatory Name & Title (printed)*         John E. Grimmer / Developer

BY: *Surety Company Name*                     Mutual Savings Bank  
*Signature of Attorney-in-Fact*            x \_\_\_\_\_  
*Attorney-in-Fact (printed)*                John Morin / Sr Vice-President

\*\*\*\*\*

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
*Joseph McGuinness, Board Member*     *Steve Barnett, Board Member*             *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Janet P. Alexander, Clerk-Treasurer*

\*\*\*\*\*

Released by the Franklin Board of Public Works and Safety this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Board Member*                                 *Board Member*                                 *Board Member*

ATTEST: \_\_\_\_\_  
*Clerk-Treasurer*

**Subdivision Performance Surety Agreement**

Project Name     Homesteads at Hillview/Section One  
Improvements    Monumentation

KNOW ALL MEN BY THESE PRESENTS, that We, the undersigned,

*Developer's Company Name* John E. Grimmer as Principal

*Developer's Company Address* Franklin, Indiana and

*Surety Company* Mutual Savings Bank

*Surety Company Address* 80 E Jefferson St, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Eight Thousand Four Hundred and 00/100 DOLLARS, (\$8,400.00 of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 27<sup>th</sup> DAY OF April, 2015. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview/Section 1 – Monumentation have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said John E. Grimmer/Developer shall construct said Monumentation according to specifications and regulations of the City of Franklin, Indiana, and comply with all the provisions of the ordinances, rules and regulations of the City of Franklin, Indiana, in relation to the mode, manner or form in which said work shall be done, and shall pay and save the City of Franklin, Indiana, against loss of damage which may arise by reason of delay in completion of said work; by reason of the manner in which said work is done or the quality of the materials furnished being in violation of the requirements of any law of the State of Indiana, or any ordinance of the City of Franklin, Indiana, controlling such work, then this obligation to be void; otherwise to be and remain in full force and effect. This performance surety agreement shall be and remain in full force and effect until such time it is officially released by the Board of Public Works and Safety, City of Franklin, Indiana.

By: *Developer's Company Name (printed)*     Homesteads at Hillview  
*Signature for Developer's Company*     x \_\_\_\_\_  
*Signatory Name & Title (printed)*         John E. Grimmer / Developer

BY: *Surety Company Name*                     Mutual Savings Bank  
*Signature of Attorney-in-Fact*            x \_\_\_\_\_  
*Attorney-in-Fact (printed)*                John Morin / Sr Vice-President

\*\*\*\*\*

Accepted by the Franklin Board of Public Works and Safety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Joseph McGuinness, Board Member*     *Steve Barnett, Board Member*             *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Janet P. Alexander, Clerk-Treasurer*

\*\*\*\*\*

Released by the Franklin Board of Public Works and Safety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Board Member*                                 *Board Member*                                 *Board Member*

ATTEST: \_\_\_\_\_  
*Clerk-Treasurer*