

**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.*

<b>Date Submitted:</b>	November 9, 2021	<b>Meeting Date:</b>	Nov. 15, 2021
<b>Contact Information:</b>			
<b>Requested by:</b>	Joanna Tennell		
<b>On Behalf of Organization or Individual:</b> Peter Grimmer			
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	jtennell@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Approval and acceptance of Performance Letters of Credit, Subdivision Performance Surety Agreements and Secondary Plat for Homesteads at Hillview, Section 3.			
Performance Letters of Credit & Subdivision Performance Surety Agreements: LOC # 11746-10-1: Street trees, landscaping & street lights - \$98,400.00 LOC # 11746-10-2: Storm sewers, swales & underdrains - \$294,641.16 LOC # 11746-10-3: Earthwork & erosion control - \$462,028.02 LOC # 11746-10-4: Sanitary sewers - \$235,608.60 LOC # 11746-10-5: Street - \$624,282.60 LOC # 11746-10-6: Sidewalks - \$158,443.20 LOC # 11746-10-7: Survey monuments & street signs - \$18,630.00			
<b>List Supporting Documentation Provided:</b>			
1. Letters of Credit and Agreements			
2. Original plat for signature to be provided at meeting			
<b>Who will present the request?</b>			
<b>Name:</b>	Joanna Tennell	<b>Telephone:</b>	317-736-3631

*In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.*



November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 11746-10-1

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 3 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed Ninety-Eight Thousand Four Hundred and 00/100 DOLLARS (\$98,400.00), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Street Trees, Landscaping & Street Lights at Homesteads at Hillview/Section 3, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2023 (2 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2023, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby 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. 11746-10-1".

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: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

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 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,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President and Chief Executive Officer

## Subdivision Performance Surety Agreement

Project Name Homesteads at Hillview/Section Three  
Improvements Street Trees, Landscaping & Street Lights

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

*Developer's Company Name* Peter L. Grimmer as Principal

*Developer's Company Address* Franklin, IN and

*Surety Company Name* Mutual Savings Bank

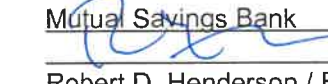
*Surety Company Address* 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Ninety-Eight Thousand Four Hundred and 00/100 DOLLARS, \$98,400.00 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview, Section 3, Street Trees, Landscaping & Street Lights have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Peter L. Grimmer/Developer shall construct said Street Trees, Landscaping & Street Lights 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*   
*Signatory Name & Title (printed)* Peter L. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact*   
*Attorney-in-Fact (printed)* Robert D. Henderson / EVP, Chief Lending Officer

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

\_\_\_\_\_  
*Steve Barnett, Board Member*      *Melissa L. Jones, Board Member*      *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Jayne Rhoades, 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*



November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 11746-10-2

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 3 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed Two Hundred Ninety-Four Thousand Six Hundred Forty-One and 16/100 DOLLARS (\$294,641.16), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Storm Sewers, Swales & Underdrains at Homesteads at Hillview/Section 3, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2023 (2 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2023, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby 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. 11746-10-2".

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: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

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 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,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President and Chief Executive Officer

## Subdivision Performance Surety Agreement

Project Name Homesteads at Hillview/Section Three  
Improvements Storm Sewers, Swales & Underdrains

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

*Developer's Company Name* Peter L. Grimmer as Principal

*Developer's Company Address* Franklin, IN and

*Surety Company Name* Mutual Savings Bank

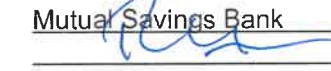
*Surety Company Address* 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Two Hundred Ninety-Four Thousand Six Hundred Forty-One and 16/100 DOLLARS, \$294,641.16 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview, Section 3, Storm Sewers, Swales & Underdrains have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Peter L. Grimmer/Developer shall construct said Storm Sewers, Swales & Underdrains 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*   
*Signatory Name & Title (printed)* Peter L. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact*   
*Attorney-in-Fact (printed)* Robert D. Henderson / EVP, Chief Lending Officer

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

\_\_\_\_\_  
*Steve Barnett, Board Member*      *Melissa L. Jones, Board Member*      *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Jayne Rhoades, 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*





November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 11746-10-3

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 3 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed Four Hundred Sixty-Two Thousand Twenty-Eight and 02/100 DOLLARS (\$462,028.02), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Earthwork & Erosion Control at Homesteads at Hillview/Section 3, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2023 (2 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2023, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby 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. 11746-10-3".

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: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

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 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,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President and Chief Executive Officer

## Subdivision Performance Surety Agreement

Project Name Homesteads at Hillview/Section Three  
Improvements Earthwork & Erosion Control

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

*Developer's Company Name* Peter L. Grimmer as Principal

*Developer's Company Address* Franklin, IN and

*Surety Company Name* Mutual Savings Bank


*Surety Company Address* 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Four Hundred Sixty-Two Thousand Twenty-Eight and 02/100 DOLLARS, \$462,028.02 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview, Section 3, Earthwork & Erosion Control have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Peter L. Grimmer/Developer shall construct said Earthwork & Erosion Control 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*   
*Signatory Name & Title (printed)* Peter L. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact*   
*Attorney-in-Fact (printed)* Robert D. Henderson / EVP, Chief Lending Officer

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

\_\_\_\_\_  
*Steve Barnett, Board Member*

\_\_\_\_\_  
*Melissa L. Jones, Board Member*

\_\_\_\_\_  
*Bob Swinehamer, Board Member*

ATTEST:

\_\_\_\_\_  
*Jayne Rhoades, 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*



November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 11746-10-4

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 3 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed Two Hundred Thirty-Five Thousand Six Hundred Eight and 60/100 DOLLARS (\$235,608.60), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Sanitary Sewers at Homesteads at Hillview/Section 3, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2023 (2 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2023, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby 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. 11746-10-4".

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: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

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 demand.

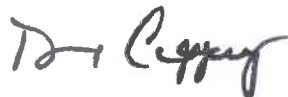
Mutual Savings Bank stipulates that any dispute concerning the liability of Mutual Savings Bank for action or inaction relating to this Letter of Credit shall be governed by the laws of the State of Indiana, and Mutual Savings Bank further stipulates that the preferred venue for such disputes shall be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

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Henderson", written over a light blue horizontal line.

Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:

A handwritten signature in black ink, appearing to read "David Coffey", written over a light blue horizontal line.

David Coffey  
Mutual Savings Bank  
President and Chief Executive Officer

## Subdivision Performance Surety Agreement

Project Name Homesteads at Hillview/Section Three  
Improvements Sanitary Sewers

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

*Developer's Company Name* Peter L. Grimmer as Principal

*Developer's Company Address* Franklin, IN and

*Surety Company Name* Mutual Savings Bank


*Surety Company Address* 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Two Hundred Thirty-Five Thousand Six Hundred Eight and 60/100 DOLLARS, \$235,608.60 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview, Section 3, Sanitary Sewers have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Peter L. Grimmer/Developer shall construct said Sanitary Sewers 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*   
*Signatory Name & Title (printed)* Peter L. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact*   
*Attorney-in-Fact (printed)* Robert D. Henderson / EVP, Chief Lending Officer

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

\_\_\_\_\_  
*Steve Barnett, Board Member*      *Melissa L. Jones, Board Member*      *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Jayne Rhoades, 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*



November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 11746-10-5

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 3 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed Six Hundred Twenty-Four Thousand Two Hundred Eighty-Two and 60/100 DOLLARS (\$624,282.60), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Streets at Homesteads at Hillview/Section 3, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2023 (2 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2023, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby 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. 11746-10-5".

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: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

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 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,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President and Chief Executive Officer

## Subdivision Performance Surety Agreement

Project Name Homesteads at Hillview/Section Three  
Improvements Streets

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

*Developer's Company Name* Peter L. Grimmer as Principal

*Developer's Company Address* Franklin, IN and

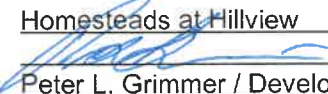
*Surety Company Name* Mutual Savings Bank

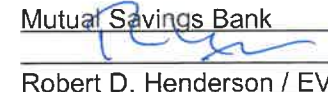
*Surety Company Address* 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Six Hundred Twenty-Four Thousand Two Hundred Eighty-Two and 60/100 DOLLARS, \$624,282.60 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview, Section 3, Streets have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Peter L. Grimmer/Developer shall construct said Streets 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*   
*Signatory Name & Title (printed)* Peter L. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact*   
*Attorney-in-Fact (printed)* Robert D. Henderson / EVP, Chief Lending Officer

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

\_\_\_\_\_  
*Steve Barnett, Board Member*      *Melissa L. Jones, Board Member*      *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Jayne Rhoades, 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*



November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 11746-10-6

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 3 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed One Hundred Fifty-Eight Thousand Four Hundred Forty-Three and 20/100 DOLLARS (\$158,443.20), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Sidewalks at Homesteads at Hillview/Section 3, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2023 (2 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2023, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby 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. 11746-10-6".

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: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

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 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,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President and Chief Executive Officer

## Subdivision Performance Surety Agreement

Project Name Homesteads at Hillview/Section Three  
Improvements Sidewalks

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

*Developer's Company Name* Peter L. Grimmer as Principal

*Developer's Company Address* Franklin, IN and

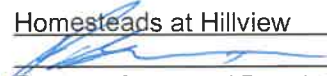
*Surety Company Name* Mutual Savings Bank


*Surety Company Address* 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of One Hundred Fifty-Eight Thousand Four Hundred Forty-Three and 20/100 DOLLARS, \$158,443.20 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview, Section 3, Sidewalks have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Peter L. 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*   
*Signatory Name & Title (printed)* Peter L. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact*   
*Attorney-in-Fact (printed)* Robert D. Henderson / EVP, Chief Lending Officer

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

\_\_\_\_\_  
*Steve Barnett, Board Member*      *Melissa L. Jones, Board Member*      *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Jayne Rhoades, 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*



November 15, 2021

IRREVOCABLE LETTER OF CREDIT NO. 11746-10-7

City of Franklin  
70 E. Monroe Street  
Franklin, IN 46131

City of Franklin Board of Public Works & Safety:

We hereby authorize you to value on us for the account of Homesteads at Hillview/Section 3 (Peter L. Grimmer) ("Developer"), for a sum or sums in United States of American Dollars not to exceed Eighteen Thousand Six Hundred Thirty and 00/100 DOLLARS (\$18,630.00), by your draft at sight.

This Standby Letter of Credit will be to provide assurance to the City of Franklin that Developer will perform as required the installation of Survey Monuments & Street Signs at Homesteads at Hillview/Section 3, located at Eastview Drive and Upper Shelbyville Road, Franklin, IN.

Draft to be accompanied by beneficiary's signed statement that Developer has not performed or complied with the terms of the requirements of said project. This statement must also outline the specific areas of problems.

This Standby Letter of Credit is effective as of November 15, 2021, and shall expire on November 15, 2023 (2 years), but such expiration date shall be automatically extended for a period of one (1) year on November 15, 2023, and each successive expiration date, unless a release is received from the City of Franklin or we notify both the City of Franklin and Developer by certified mail at least ninety (90) days before the current expiration date that we have decided not to extend this Standby 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. 11746-10-7".

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: Rob Henderson, Executive Vice President, Mutual Savings Bank, 1124 N. Main Street, Franklin, IN 46131, mentioning our reference number as it appears.

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 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,



Robert D. Henderson  
Mutual Savings Bank  
Executive Vice President

Attest:



David Coffey  
Mutual Savings Bank  
President and Chief Executive Officer

## Subdivision Performance Surety Agreement

Project Name Homesteads at Hillview/Section Three  
Improvements Survey Monuments & Street Signs

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

*Developer's Company Name* Peter L. Grimmer as Principal

*Developer's Company Address* Franklin, IN and

*Surety Company Name* Mutual Savings Bank

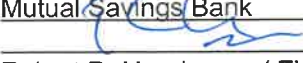
*Surety Company Address* 80 E. Jefferson Street, Franklin, IN 46131 as Surety are held and firmly bound unto the City of Franklin, Indiana, in the penal sum of Eighteen Thousand Six Hundred Thirty and 00/100 DOLLARS, \$18,630.00 for the payment of which we bind ourselves, our heirs, executors, administrators and assigns.

SEALED AND DATED THIS 15th DAY OF November, 2021. THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, Homesteads at Hillview, Section 3, Survey Monuments & Street Signs have not been improved as required by the regulations and procedures of the City of Franklin, Indiana.

NOW, THEREFORE, if said Peter L. Grimmer/Developer shall construct said Survey Monuments & Street Signs 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*   
*Signatory Name & Title (printed)* Peter L. Grimmer / Developer

BY: *Surety Company Name* Mutual Savings Bank  
*Signature of Attorney-in-Fact*   
*Attorney-in-Fact (printed)* Robert D. Henderson / EVP, Chief Lending Officer

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

\_\_\_\_\_  
*Steve Barnett, Board Member*      *Melissa L. Jones, Board Member*      *Bob Swinehamer, Board Member*

ATTEST: \_\_\_\_\_  
*Jayne Rhoades, 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*