

1316 COUNTY-CITY BUILDING
227 W. JEFFERSON BOULEVARD
SOUTH BEND, INDIANA 46601-1830



PHONE 574/ 235-9251
FAX 574/ 235-9171

CITY OF SOUTH BEND JAMES MUELLER, MAYOR
BOARD OF PUBLIC WORKS

June 25, 2024

Ms. Anne Hayes
Five Corners, LLC
814 Marietta St.
South Bend, IN 46601

Mr. Timothy E. Healy
HP5 Corners Opportunity Zone Fund, LLC
1018 South Bend Ave.
South Bend, IN 46617

RE: Sewer and Water Service Agreement

Dear Ms. Hayes:

At its June 25, 2024 meeting, the Board of Public Works approved the above referenced agreement for a dedicated improvements agreement to extend a public water main on State Road 23/Eddy St., Project No. DP22-001.

Enclosed please find a copy of the agreement for your records.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Theresa Heffner

Theresa Heffner, Clerk

Enclosures
TH/lh

SEWER AND WATER SERVICE AGREEMENT

This Sewer and Water Service Agreement (“Agreement”) is made on the ____ day of _____, 2024 by and between FIVE CORNERS LLC, an Indiana limited liability company (“Five Corners”), and HP 5 CORNERS OPPORTUNITY ZONE FUND, LLC, an Indiana limited liability company (“OZ Fund”, and collectively with Five Corners, “Owner”) and the City of South Bend, a municipal corporation existing under the laws of Indiana, acting by and through its Board of Public Works (“City”) in accordance with 170 I.A.C. 6-1.5-40.

WHEREAS, Owner intends to develop 3.3 of acres located at the SE corner of SR23 and Corby Blvd. for the Five Corners Multi-Family Project that includes two structures which will feature 4 owner-occupied condominium units, +/- 5,000 square feet of retail space for lease, and 108 rental apartment units that will be professionally leased and managed.

WHEREAS, Owner plans to extend and make additions to existing water and sanitary sewer systems to serve said development as shown on the Exhibit A, attached and incorporated hereto (the "Dedicated Improvements"), and desires certain commitments from City; and

WHEREAS, the engineering design for said Dedicated Improvements has been, or will be, accomplished by competent professional engineers registered and licensed in the State of Indiana; and

NOW, THEREFORE, in consideration of the obligations, terms and conditions contained herein, the adequacy of which the parties expressly acknowledge, Owner and the City agree as follows:

1. Recitals

The parties hereto acknowledge and agree that the foregoing recitals are incorporated herein as a part of this Agreement.

2. Design

The Owner shall consult the City and allow the City Engineer or her designee input prior to designating the project engineer who shall be responsible for the engineering design and inspection in connection with the installation of the Dedicated Improvements (the "Project Engineer"). The Owner shall inspect the site during construction to ensure the Project Engineer's conformance to zoning requirements, adequacy of design, and conformance to the City's specifications and standards regarding location, size and depth of line, and quality of construction of the Dedicated Improvements. The Owner shall provide the plans with a City of South Bend cover sheet and specifications for the Dedicated Improvements along with a cost estimate to the City. The Owner shall also provide to the City a statement from the Project Engineer certifying that the materials and workmanship including pipes, bedding, manholes, and other related materials and work meet the City's specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering, and inspection costs in connection with the Dedicated Improvements shall be borne by the Owner.

3. Construction Inspection

The Owner has provided the City with Exhibit A, which depicts drawings of the Dedicated Improvements, which the City acknowledges conforms to the City's standards. The Owner shall allow the City to inspect the Dedicated Improvements during construction to ensure conformance

to the agreed standards set forth in Exhibit A, in particular with regard to zoning requirements, adequacy of design, and quality of construction. The Owner shall contact the City's Engineering Department at least two (2) business days in advance to arrange for the attendance of a City inspector at key milestones throughout work. Key milestones shall include but not limited to: mandrel deflection testing, sanitary sewer taps, and water main taps. The Owner agrees to perform any necessary adjustments as reasonably requested by the City to ensure the Dedicated Improvements are constructed in accordance with Exhibit A.

4. Permits

It shall be Owner's sole responsibility and expense to obtain any and all permits associated with the construction and installation of the Dedicated Improvements and to comply with all applicable laws.

5. Engineer's Estimate

The Owner has provided an Engineer's Estimate (See Exhibit B, incorporated herein by reference and attachment) for the cost to construct the Dedicated Improvements, including but not limited to, excavation, pipe materials, valves, hydrants, and all other appurtenant materials, supplies and equipment, permit fees, backfill and bedding, pavement, curbs, sidewalks, signs, and restoration of the areas within the proposed R.O.W.

6. Performance Bond

Owner shall provide the City with a performance bond for an amount equal to one hundred twenty-five percent (125%) of the construction cost covering all work performed or to be performed pursuant to this Agreement. Owner's failure to provide the performance bond as prescribed herein shall cause this Agreement to be immediately terminated and of no effect,

without the requirement of notice. The performance bond shall be provided concurrently with the execution of this Agreement and attached as Exhibit C.

7. Maintenance Bond

Within ten (10) days of City's acceptance of the Dedicated Improvements, Owner shall provide the City with a maintenance bond equal to ten percent (10%) of the construction cost covering all work performed or to be performed pursuant to this Agreement, and such bond shall remain in effect for three (3) years after dedication as described in Section 10 below.

8. Term

Except as otherwise provided herein, this Agreement shall continue for a period of sixteen (16) months from the Effective Date of this Agreement, or upon the issuance of the relevant occupancy permit(s), whichever occurs last.

9. Dedication

Upon completion of the construction of the Dedicated Improvements substantially as depicted in Exhibit A, the Owner shall also convey an easement and dedicate to the City within such easement the Dedicated Improvements as public infrastructure. It is understood by the Owner that no dedication shall be accepted by the City until all required easements have been conveyed, accepted, and recorded by the City. It is also understood by Owner and the City that water main and sanitary sewer constructed in previous phases shall be dedicated to the City. The Owner shall use its best efforts to work with the City to ensure that the Dedicated Improvements are dedicated to the City in a timely manner.

Additionally, prior to dedication, the following must be satisfied:

- a. All parts and labor must meet the standards and requirements stated in the design specifications as presented to and accepted by the City's Engineering Department.
- b. Lien waivers must be received with regard to all workmanship and materials used in connection with these improvements.
- c. The Completion Affidavit must be furnished to Owner by the South Bend, Indiana Board of Public Works.
- d. Owner must provide copies of test reports or cut sheets on all materials supplied.
- e. Owner must provide televising DVDs of the Sewer per the City of South Bend Construction Standards and Specifications 4-4.2.
- f. Owner must provide As-Built drawings in accordance with the City of South Bend Prevailing Specifications for Public Works, which may be found at <https://southbendin.gov/wp-content/uploads/2020/05/Prevailing-Supplemental-Specifications.pdf>

Owner's failure to comply with this Section 8 shall be a material breach of this Agreement.

10. System Development Charges

Simultaneously with the execution of this Agreement, the Owner shall pay the City a sum of \$xx (xx thousand, xx dollars and 00/100) for access to the City's water and sewer sanitary systems set forth as Exhibit D. For purposes of this section 9 of the Agreement, an equivalent residential unit ("ERU") shall mean a single-family residence. For purposes of customers that are not single-family residences, one ERU shall equal estimated wastewater and water flows of 310 gallons per day, respectively. No customer will be less than one ERU.

For every new connection to the South Bend Municipal Sewer Works, a capital contribution of \$1,145 shall be collected per ERU. For every new connection to the South Bend Municipal

Water Works, a system development charge of four hundred seventy-five dollars (\$475.00) shall be collected per ERU and additional portion thereof to be connected. All charges shall be paid to the City at the time the application for connection is filed. For all other types of structures, the ERU calculation shall be based upon the ratio of Average Daily Flow as computed pursuant to 327 IAC 3-6-11 in relationship to 310 gallons per day. For structures not listed in 327 IAC 3-6-11, the ERU shall be calculated as the relationship between the Average Daily Flow reported in the sewer capacity certification for the structure and 310 gallons per day.

11. Waiver of Remonstrations

Owner agrees to waive its right to remonstrate and hereby consent to annexation. Further, Owner agrees to execute a petition of annexation upon request by the City.

12. Indemnification

Owner agrees and undertakes to indemnify and hold the City, and its respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of this Agreement. If any action is brought against the City or its respective agents, employees, successors, or assigns, in connection with this Agreement, Owner agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

13. Insurance

Owner, or Owner's contractor, at Owner's sole expense, shall maintain during the term of this Agreement, commercial general liability insurance covering the Owner and the Dedicated Improvements in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence.

Owner understands and agrees the amount of insurance does not in any way limit liability under this agreement to \$5,000,000. The Certificate of Insurance shall be provided concurrently with the execution of this Agreement and attached as Exhibit E.

14. Assignment

This Agreement may not be assigned by the Owner without the express written consent of the City which such consent may be withheld for any reason. Any violation of this limitation shall terminate the City's obligation and forfeit the Owner's rights under this Agreement.

15. Material Breach

In the event either party breaches any of the provisions set forth herein, the non-breaching party shall provide written notice of the breach to the breaching party. Upon receipt of the notice, the breaching party shall use its good faith efforts to cure the breach as soon as practical. In the event the breach is not cured within a reasonable amount of time, the non-breaching party may terminate this Agreement and pursue its legal and equitable remedies.

16. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted according to the laws of the State of Indiana, including, but not limited to, I.C. § 8-1-2-101.5 and 170 I.A.C. 6-1.5 *et seq.* and/or 170 I.A.C. 8.5-4 *et seq.* regarding the dispute resolution process of customer complaints, and shall be enforced in any court of competent jurisdiction in St. Joseph County, Indiana. It is further agreed that all provisions of law now or hereafter in effect relating to water and sewer service by the City shall be applicable to this Agreement.

17. Severability

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be

prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Waiver

No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. The waiver will not be construed to be a waiver of any succeeding breach of any such provision, a waiver of the provision itself, or a waiver of any other provisions of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have under this Agreement will operate as a waiver of any breach or default.

19. Time

Time is of the essence of this Agreement.

20. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Owner and the City as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

21. Corporate Authority

The person signing on behalf of the Owner represents that he/she has been duly authorized to execute this Agreement on behalf of said Owner.

IN WITNESS WHEREOF, the Owner and the City, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

IN WITNESS WHEREOF, the Owner and the City, through their duly authorized representatives, have caused this Agreement to be executed as of the date first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures, hereby agree to its terms.

"OWNER"
FIVE CORNERS LLC

By: Anne Hayes
Printed: Anne Hayes
Title: Member

HP 5 CORNERS OPPORTUNITY ZONE
FUND, LLC

Holladay Manager, LLC
Its: Manager

DocuSigned by:
By: Timothy E Healy
Printed: Timothy E. Healy
Title: Manager

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

[Signature]
Elizabeth A. Maradik, President

[Signature]
Joseph R. Molnar, Vice President

[Signature]
Gary A. Gilot, Member

[Signature]
Briana Micou, Member

[Signature]
Murray L. Miller, Member

ATTEST:

[Signature]
Theresa M. Heffner, Clerk

Date: June 25, 2024

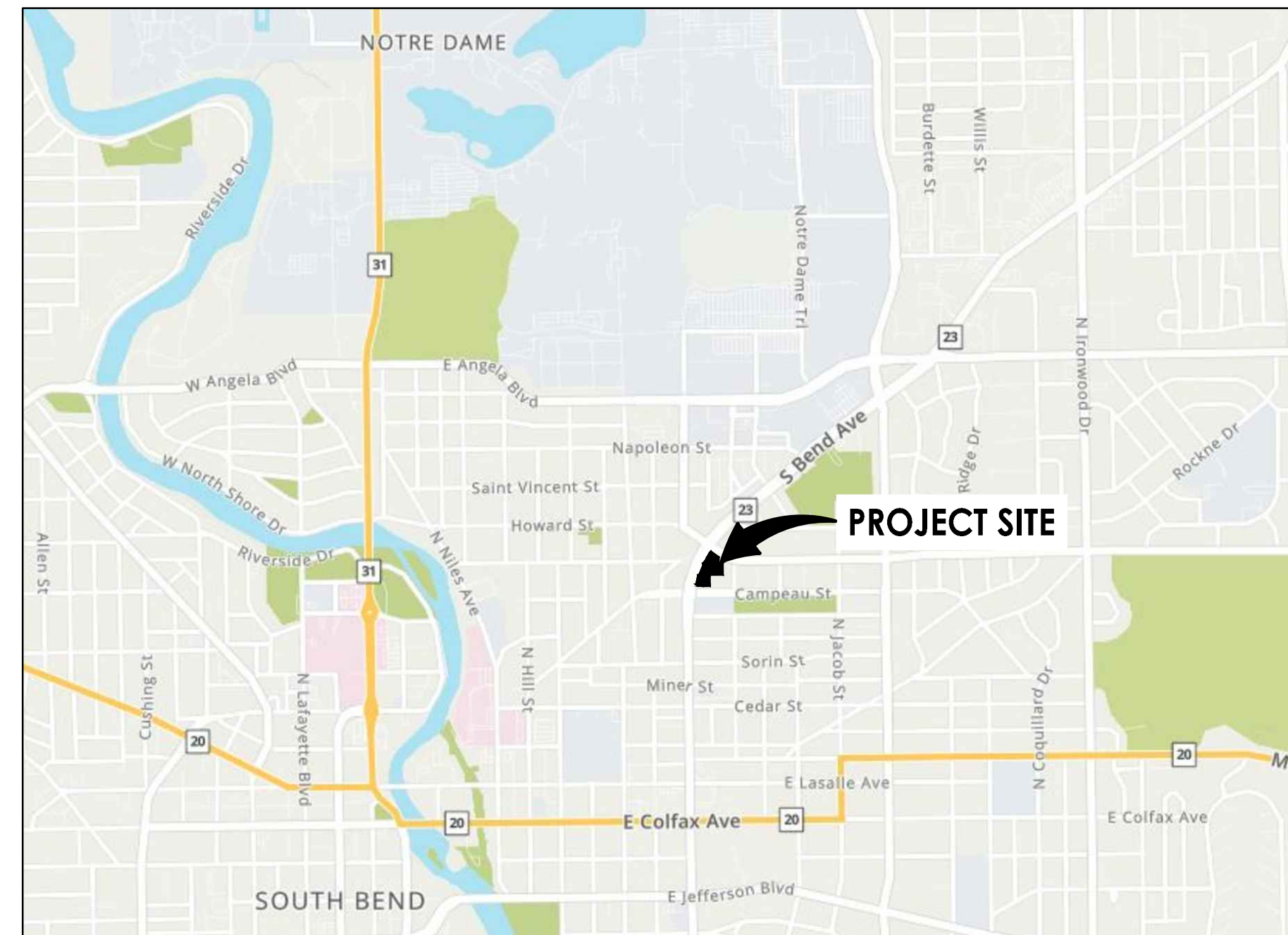
EXHIBIT A

DEDICATED IMPROVEMENTS

FINAL SITE DEVELOPMENT PLANS FOR FIVE CORNERS MULTI-FAMILY PROJECT

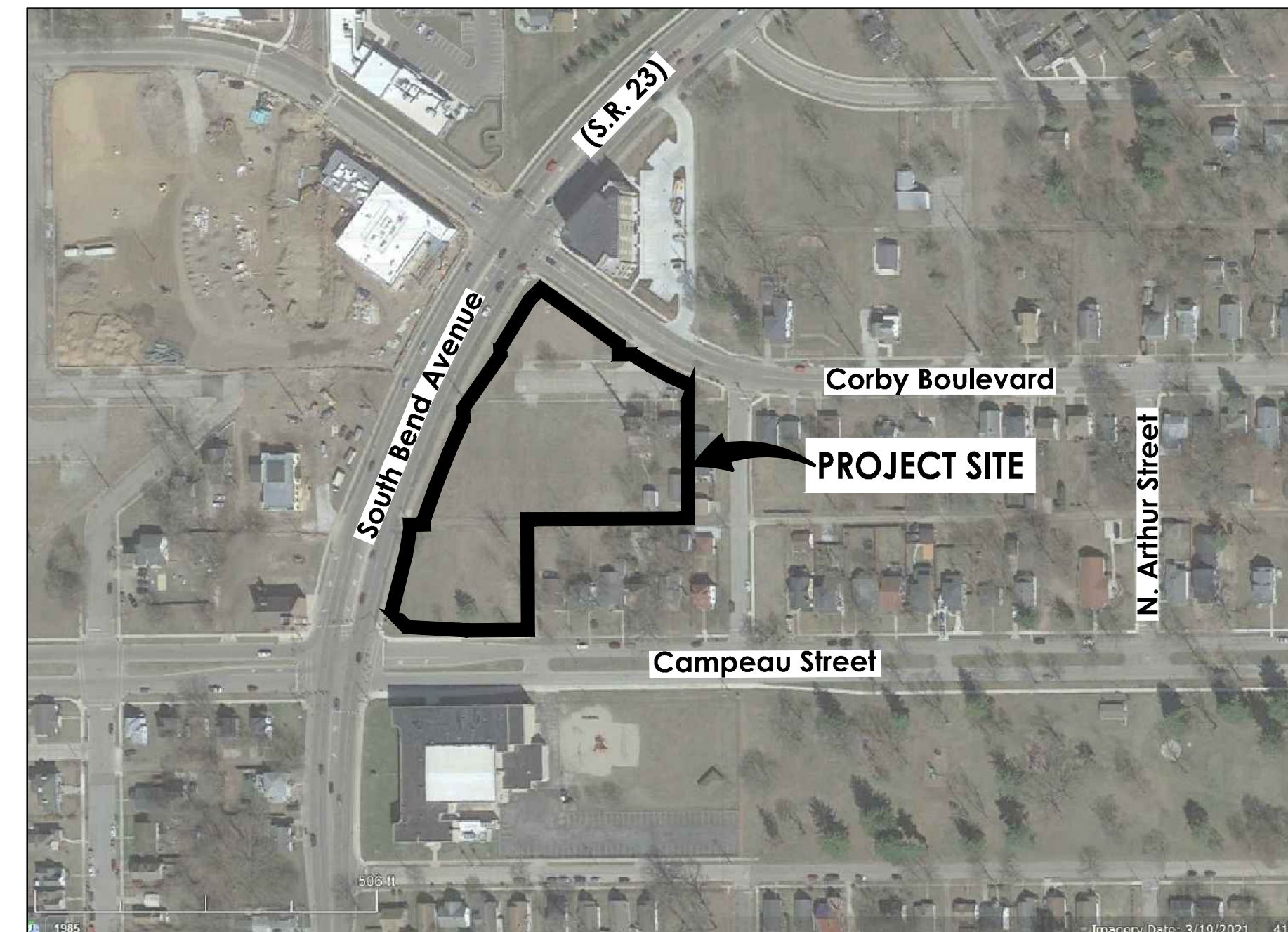
1144 CORBY BOULEVARD, SOUTH BEND, INDIANA

SECTION 6, TOWNSHIP 37 NORTH, RANGE 3 EAST, PORTAGE TOWNSHIP, ST. JOSEPH COUNTY, INDIANA



VICINITY MAP
SCALE: 1"=2,000'

SOURCE: MAPQUEST



LOCATION MAP
SCALE: 1"=200'

SOURCE: GOOGLE EARTH

UTILITY CONTACTS	
Gas	NIPSCO 1039 East Pennsylvania Avenue, South Bend, IN 46601 Contact: Jody Davis (574) 284-2246
Electric	Indiana Michigan Power Company 2929 Lathrop Street, South Bend, IN 46628 Contact: Norman Burggraf (574) 283-1848
Telephone	AT&T 307 South Main Street, South Bend, IN 46601 Contact: Dennis Bunch (574) 237-8380
Fiber Optics	Choicelight 130 South Main Street, South Bend, IN 46601 Contact: Mary Jane Headman (574) 968-5432
Sewer, Streets	City of South Bend Department of Public Works 227 W. Jefferson Blvd., #1300N, South Bend, IN 46601 Contact: (574) 235-9251
Water	City of South Bend Water Works Department 915 Olive Street, South Bend, IN 46619 Contact: (574) 235-5663
Cable	Comcast 1920 E. McKinley Avenue, Mishawaka, IN 46545 Contact: Jay Costello (574) 789-1039

OWNER
Five Corners LLC
814 Marietta Street
South Bend, IN 46601

SURVEYOR/CIVIL ENGINEER
Abonmarche Consultants, Inc.
315 West Jefferson Boulevard
South Bend, IN 46601
(574) 232-8700
Contact: Rob Nichols
nichols@abonmarche.com

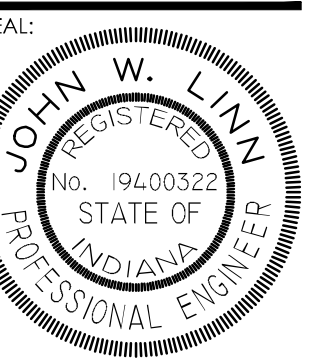
ARCHITECT
Studio M Architecture
6311 Westfield Boulevard, Suite 100
Indianapolis, IN 46220
(317) 810-1502
Contact: Alex Marsh
amarsh@studiomarchitecture.net

SHEET INDEX	
Sheet Number	Description
C0.0	Cover Sheet & Index
C1.0	Existing Conditions & Removals Plan
C2.0	Site Layout Plan
C3.0-C3.2	Grading Plan
C3.3-C3.4	Drainage Plan & Calculations
C4.0-C4.2	Utilities Plan
C5.0-C5.1	Landscape Plan
C6.0-C6.2	Construction Details
C7.0-C7.4	Storm Water Pollution Protection Plan

NO.	REVISION DESCRIPTION	BY	DATE
5	ADDRESS CITY COMMENTS	NI	02/13/24
4	ADDRESS CITY COMMENTS	NI	02/01/24
3	ADDRESS CITY COMMENTS	NI	01/04/24
2	ADDRESS CITY COMMENTS	NI	10/20/23
1	CITY COMMENTS	DEF	09/13/23

SHEET TITLE:

DRAWN BY: **NI**
DESIGNED BY: **NI/JDS**
PM REVIEW: **RAN**
QA/QC REVIEW: **JDS**
DATE: **08/24/2023**



SIGNATURE: *[Signature]*
DATE: **10/23/2023**

SCALE: **HORZ: AS SHOWN
VERT: N/A**

ACI JOB # **11-1378**

SHEET NO. **C0.0**

STORM SEWER NOTES

- CASTINGS**
 a. Flat Inlet Casting: Neenah R-2502.
 b. Solid Casting: Neenah R-1642.
- Storm sewer open grate castings shall be stamped with a fish image and the message: "DUMP NO WASTE - DRAINS TO WATERWAYS"
- Neenah castings specified. Approved equal to specified Neenah Foundry Co. castings may be acceptable if approved by Owner. Contractor to submit casting cut sheets to Owner for review.
- STORM SEWER PIPE**
 a. ADS Double Wall HPDE or Approved Equal;
 b. SDR 35 PVC

EXISTING FEATURES LEGEND

- CB Inlet/Catch Basin
- MH Manhole
- ⊗ W Water Valve
- ⊗ Fire Hydrant
- ⊗ LP Light Pole
- ⊗ PP Power Pole
- ⊗ Indiana Michigan Power Company Easement
- ⊗ Utility Easement

PROPOSED FEATURES LEGEND

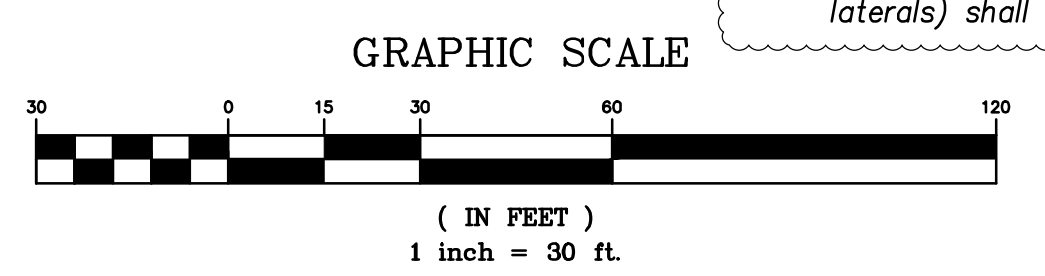
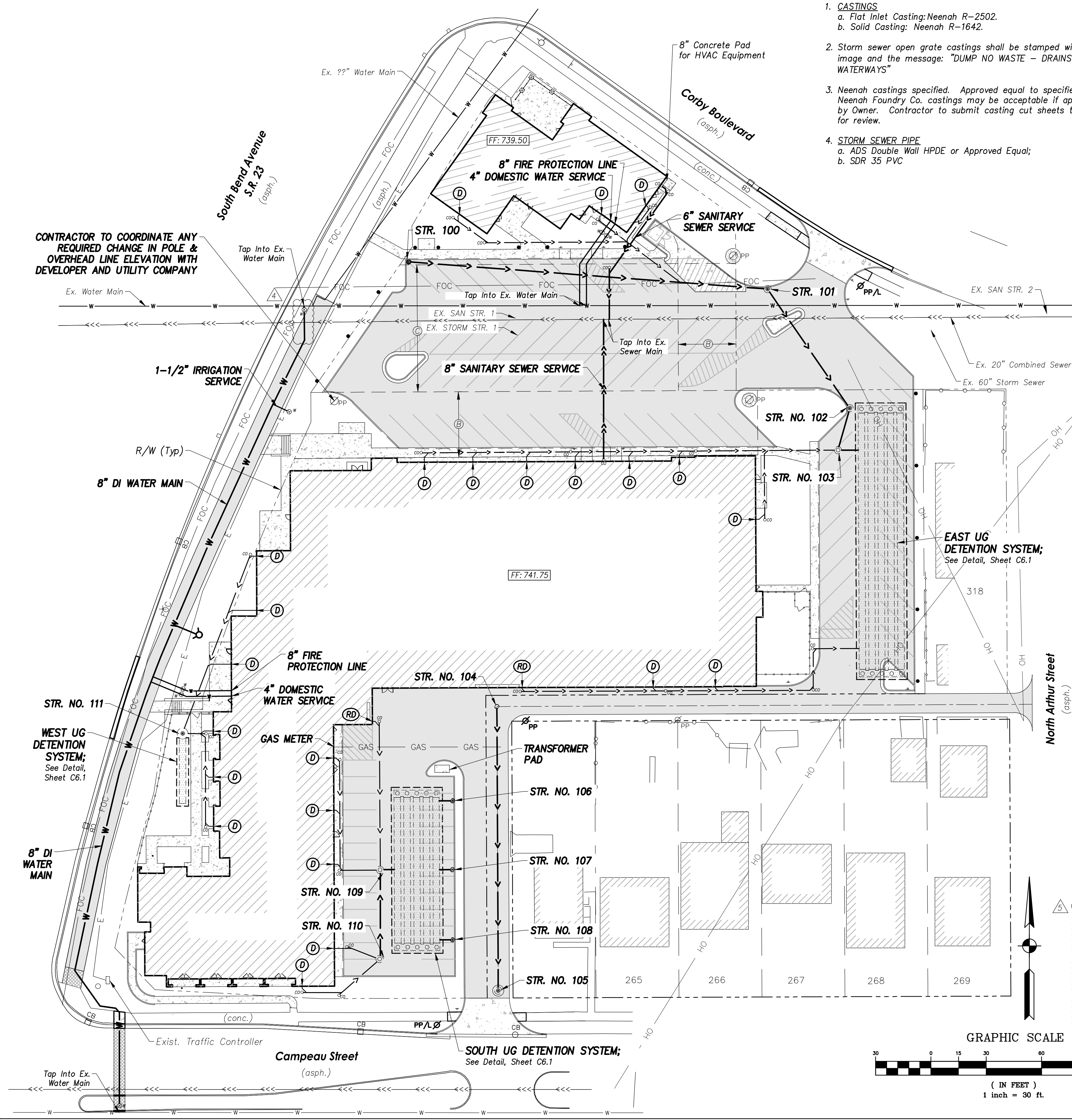
- HMA Pavement
- Concrete Pavement
- ⊗ Drainage Structure
- Clean-Out
- ⊗ Water Valve
- ⊗ Downspout Connection
- ⊗ RD Roof Drain Connection; See Plumbing Plans
- Sanitary Sewer
- Storm Sewer
- Water Main

UTILITIES CONSTRUCTION NOTES

- Contractor is responsible for having existing underground utilities located and field confirming locations and depths prior to commencing construction.
- Contractor shall coordinate utility service locations and depths in the R/W with utility companies prior to installation.
- Contractor shall verify utility service locations and depths at the building with the Architect prior to installation.
- Contractor shall coordinate with utility companies as necessary if service interruption is required.
- Materials, construction and testing shall be in accordance with the current construction standards of the local jurisdiction.
- Contractor shall verify the water table depth and include dewatering costs in the Bid. The water table shall be lowered to at least 12 inches below the lowest pipe invert prior to pipe installation.
- Maintain minimum 10 feet clear of horizontal separation between sewer and water pipes. Maintain minimum 18 inches clear of vertical separation at sewer and water pipe crossings. If clearances cannot be met, sewer shall be water grade pipe in accordance with AWWA standards. At crossings, water grade sewer pipe shall extend a minimum of 10 feet past each side of the crossing, and one full length of water pipe shall be centered at the crossing.
- Maintain minimum 5 feet of cover at water mains & services.
- Unsuitable material that may affect the structural integrity of the pipe shall be replaced or treated to support the anticipated loads.
- Sewer Contractor is responsible shall install castings to within 0.1 feet of finished grade.
- Storm and sanitary sewer castings shall be imprinted with the notices as specified on the construction details.
- Sewer Contractor is responsible shall install castings to within 0.1 feet of finished grade.
- Roof downspouts shall connect to the storm sewer. It is the Contractor's responsibility to review the Arch. plans and confirm downspout locations.
- Utilities other than sewer and water shall be installed underground and placed in PVC conduit where located under pavement sidewalk and curb.
- The main lawn sprinkler service line shall branch off the domestic water service line inside the building and shall have a separate service.
- Remove sediment buildup from storm structures prior to Owner's acceptance of the Work.
- Contractor shall coordinate with City of South Bend Water Works for water connection.
- Contractor shall be responsible for obtaining well head protection permit.

POST CONSTRUCTION MAINTENANCE PROCEDURES

- A. General**
- See "Maintenance Guidelines" on SWPPP Sheets C8.1-C8.4. In addition, grass areas shall be maintained on a regular mowing cycle. Trash and debris shall be removed from seeded areas as necessary, but monthly at a minimum.
- B. Storm Manhole & Inlet Structures (Site Owner's Responsibility)**
- Inspect storm manhole structures, drywells and storm inlet structures and remove built-up vegetation, trash and debris - monthly (minimum) and after each storm event of 3-inches or greater.
 - Remove root intrusions and vegetation from structures and dry wells - as needed.
 - Repair broken castings and grates - as needed.
 - Inspect pipes located within the structures for signs of clogging or damage, repair as needed - annually (minimum).
- C. Underground Detention System (Site Owner's Responsibility)**
- Inspect underground detention systems annually for sedimentation and clean out sediment buildup.
 - Locate the riser section of the retention/detention system.
 - Remove the lid from the riser.
 - Measure the sediment buildup at each riser and cleanout location. Only certified confined space entry personnel having appropriate equipment should be permitted to enter the detention system.
 - Inspect each manifold, all laterals, and outlet pipes for sediment build up, obstructions, or other problems. Obstructions should be removed at this time.
 - If measured sediment build up is between 5% - 20% of the pipe diameter, cleaning should be considered; if sediment build up exceeds 20%, cleaning should be performed at the earliest opportunity. A thorough cleaning of the system (manifolds and laterals) shall be performed by either manual methods or by a vacuum truck.



NO.	REVISION DESCRIPTION	BY	DATE
5	ADDRESS CITY COMMENTS	NI	02/13/24
4	ADDRESS CITY COMMENTS	NI	02/01/24
3	ADDRESS CITY COMMENTS	NI	01/04/24
1	CITY COMMENTS	DEF	09/13/23

EXISTING STR. NOTES

EX. STORM STR. 1
RIM=737.28
IE(W)60"RCP=727.96
IE(NE)12"HDPE=734.25
IE(E)60"RCP=727.96
IE(SE)12"HDPE=734.15

EX. SAN. STR. 1
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IE(W)20"VCP=723.79
IE(E)20"VCP=723.88

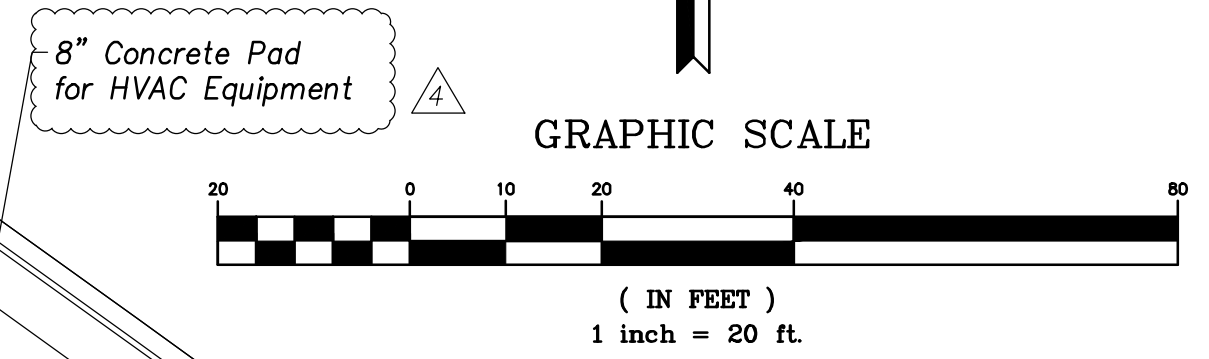
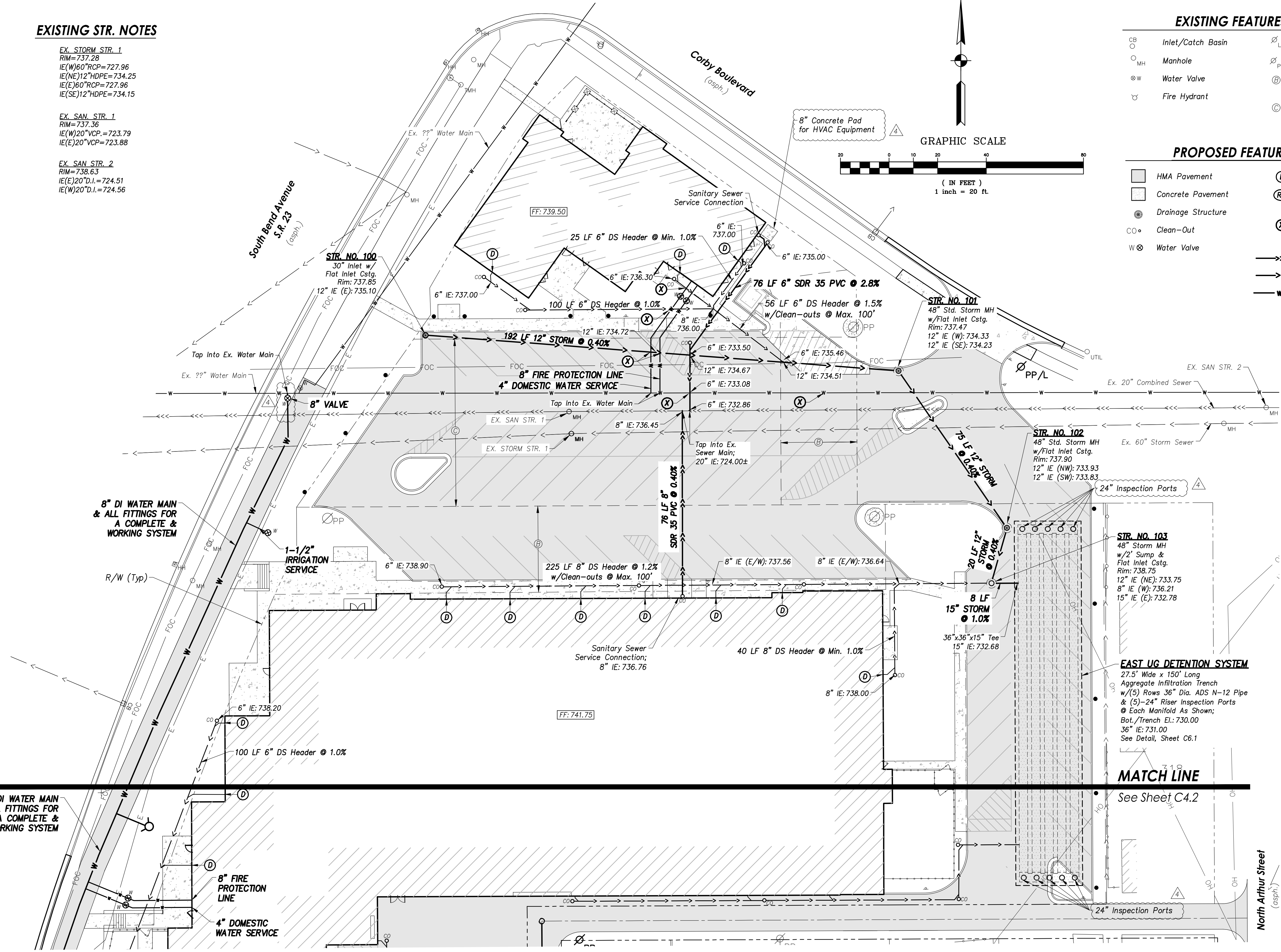
EX. SAN. STR. 2
RIM=736.63
IE(E)20"D.I.=724.51
IE(W)20"D.I.=724.56

EXISTING FEATURES LEGEND

- CB Inlet/Catch Basin
- MH Manhole
- ⊗ W Water Valve
- ⊗ Fire Hydrant
- ⊗ LP Light Pole
- ⊗ PP Power Pole
- ⊗ Indiana Michigan Power Company Easement
- ⊗ Utility Easement

PROPOSED FEATURES LEGEND

- HMA Pavement
- Concrete Pavement
- Drainage Structure
- Clean-Out
- ⊗ Water Valve
- ⊗ Downspout Connection
- ⊗ Roof Drain Connection; See Plumbing Plans
- ⊗ Maintain Min. 18" Vertical Clearance Betw. Sewer & Water Lines
- Sanitary Sewer
- Storm Sewer
- Water Main



ABONMARCHÉ
Benton Harbor
Ft. Wayne
Hobart
Lafayette
315 W. Jefferson Blvd.
South Bend, IN 46601
P: 574.232.8700
F: 574.231.4440
abonmarche.com
CORPORATE OFFICE: ABONMARCHÉ CONSULTANTS, INC. Engineering Architecture Land Surveying

**FIVE CORNERS
MULTI-FAMILY PROJECT
1144 CORBY BOULEVARD
SOUTH BEND, IN**

**DETAILED NORTH
UTILITIES PLAN**

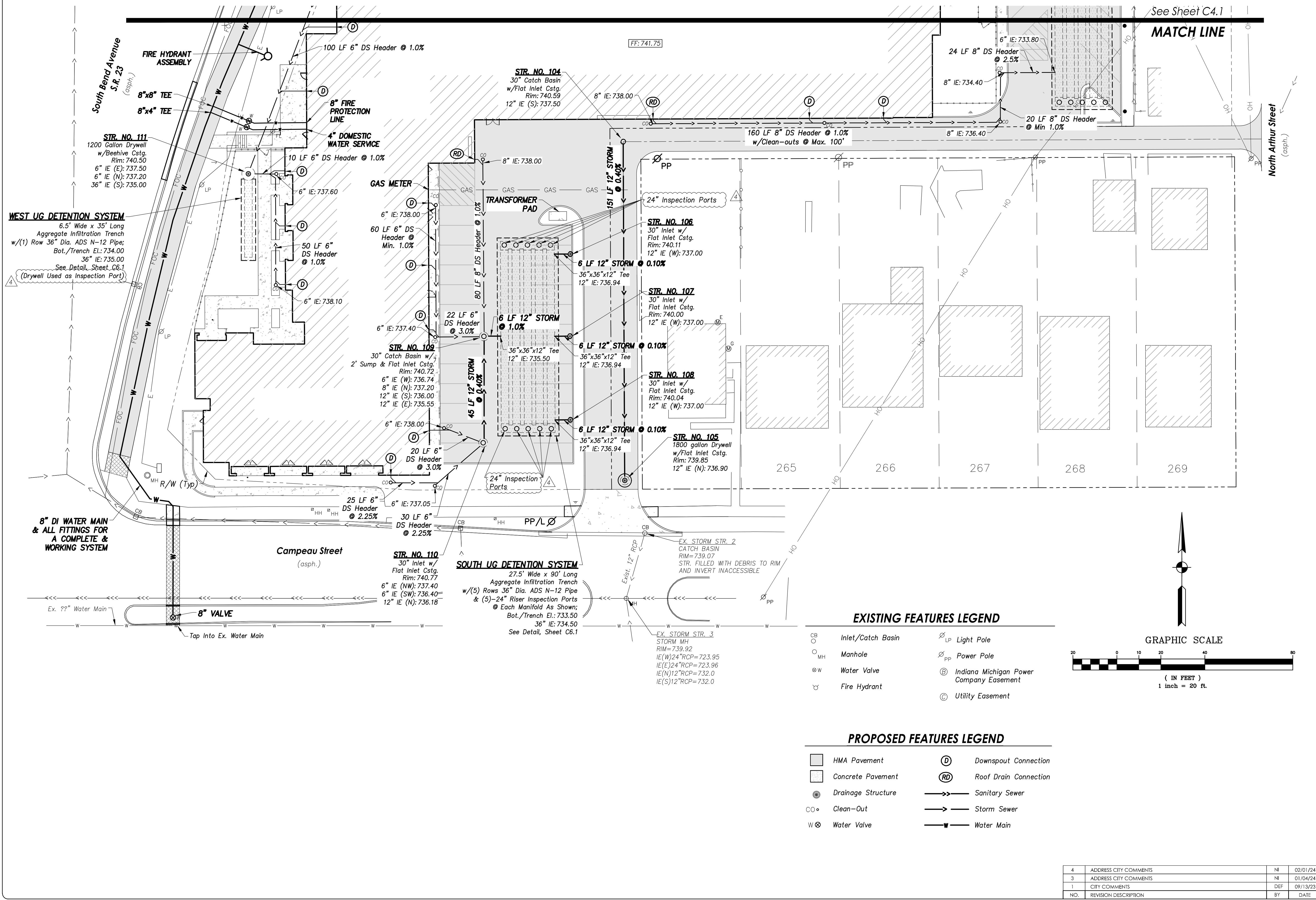
SHEET TITLE:
DRAWN BY: NI
DESIGNED BY: NI/JDS
PM REVIEW: RAN
QA/QC REVIEW: JDS
DATE: 08/24/2023



SIGNATURE: [Signature]
DATE: 10/23/2023
SCALE: HORZ: 1"=20'
VERT: N/A
ACI JOB # 21-1378

NO.	REVISION DESCRIPTION	BY	DATE
4	ADDRESS CITY COMMENTS	NI	02/01/24
3	ADDRESS CITY COMMENTS	NI	01/04/24
NO.	REVISION DESCRIPTION	BY	DATE

SHEET NO. **C4.1**



NO.	REVISION DESCRIPTION	BY	DATE
4	ADDRESS CITY COMMENTS	NI	02/01/24
3	ADDRESS CITY COMMENTS	NI	01/04/24
1	CITY COMMENTS	DEF	09/13/23
NO.	REVISION DESCRIPTION	BY	DATE

EXHIBIT B

ENGINEER'S ESTIMATE

St. Joseph County/South Bend
Five Corners Multi-Family Project

Water Main Estimate

April 29, 2024

Right of Way Work

<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Cost</i>
1. Water Main, 8"	385	LFT	\$95.00	\$36,575
2. Tapping Sleeve, 8"	1	EA	\$5,000.00	\$5,000
3. Gate Valve	1	EA	\$3,500.00	\$3,500
Subtotal				\$45,075
Contingency			10%	\$4,500
			TOTAL:	\$49,575

EXHIBIT C

PERFORMANCE BOND

**SITE IMPROVEMENT
Performance Bond**

Bond # EACX4042717

KNOW ALL PERSONS BY THESE PRESENTS: That we HP 5 Corners Opportunity Zone Fund, LLC

Principal, and Endurance Assurance Corporation,
a corporation authorized to do surety business in the State of IN
as Surety, are held and firmly bound unto City of South Bend

as Oblige, in the sum of Sixty One Thousand Nine Hundred Sixty Eight Dollars and 75/100
Dollars (\$ 61,968.75) lawful money of the United States of America, for which
payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Oblige, guaranteeing only that the
Principal will complete site improvements as per estimate prepared by: _____
Abonmarche dated April 29, 2024

_____ attached to and made a part hereof at certain land known as
Five Corners Multi-Family Project - Water Main Right of Way Work

_____ all of which improvements shall be completed on or before the date
set forth in the agreement or any extension thereof, and the Principal provides this bond as security for
such agreement.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out all the
terms of said agreement relating to the site improvements only and perform all such work as set forth in
the attached agreement, then this obligation shall be null and void; otherwise, to remain in full force and
effect.

No party other than the Oblige shall have any rights hereunder as against the Surety.
The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for
any reason whatsoever.

SIGNED, SEALED AND DATED THIS 24th DAY OF May, 2024.

PRINCIPAL:

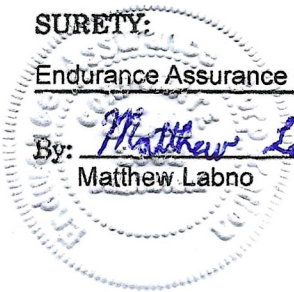
HP 5 Corners Opportunity Zone Fund, LLC

By: _____

SURETY:

Endurance Assurance Corporation

By: Matthew Labno, Attorney-in-Fact



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint **John P. Harney, Jacquelyn M. Norstrom, Josefina Rojo, Haley A. Anderson, Pramod Venkatesh, Steven L. Wulff, Matthew Labno** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 24th day of May, 20 24

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

EXHIBIT D

SYSTEM DEVELOPMENT CHARGE



City of South Bend
Department of Public Works

Utility Verification Form

Please submit
UVF processing fee of \$50 to:
**City of South Bend/Public Works
ROW Permit Office
227 W. Jefferson Blvd Ste. 1316
South Bend, IN 46601**

This form provides information for the City to establish a utility account, calculate System Development Charges, and streamline the permitting process. Before submitting this form, contact the ROW Permits Office to confirm availability of utilities.

THIS IS NOT A PERMIT. The applicant must first provide all information below and pay all necessary fees. The applicant's contractor must obtain right-of-way permits and water tap permits prior to connecting to City utilities.

Property Information (To Be Completed By Applicant):

Property Owner's Name: HP5 Corners Opportunity Zone Fund, LLC
 Address/Lot #/Subdivision: 1018 South Bend Ave Property is a:
 New development
 Redevelopment
 City, State, ZIP: South Bend, IN 46617
 Type: Location:
 Single-Family Residential, ≤5 units Inside City
 Other Outside City - Within Service Area
 Outside City - Not Within Service Area

The applicant is requesting the following connections: If outside City, is property 1/8 contiguous?

New water connection: Flow* = GPD Modify existing water meter from " to "
 ERUs = Reuse existing sewer tap***

New sanitary sewer connection**

*310 GPD = 1 Equivalent Residential Unit (ERU). For residential properties, ERUs = # of units. For non-residential properties, refer to 327 IAC 3-6-11 to calculate GPD and attach calculations with this form. If development falls outside IAC categories, attach stamped flow calculations showing GPD.
 **New sanitary sewer connections must conform to City Standards.
 ***Reuse of sewer lateral subject to approval by City.

City Requirements (To Be Completed by the City of South Bend):

City Connection Fee \$ 2,916
 System Development Charge is due prior to connecting to City water and sewer.
 Wastewater Survey for Nonresidential Establishments
 (Note: May require industrial discharge permit and pre-treatment)
 Waiver of Remonstrations to Annexation Agreement
 Annexation
 Requires System Improvements

[Signature] 4/5/2024

By executing this Utility Verification Form, you hereby acknowledge the statements contained herein are true and accurate. If the City later determines that you misrepresented any statement on this Utility Verification Form, you will be charged the corrected City connection fee. You understand the requirements to connect to City utilities as set forth under South Bend City Ordinance and agree to meet the requirements set forth above. **The Contractor will coordinate first with ROW Permits Office for right-of-way permits and then with Water Works for the tap permit.**

Property Owner or Representative Signature: [Signature] Date: 4/5/2024
 Property Owner or Representative Phone: 574-596-5555

**** Form is not valid without Authorized Signature and Property Owner or Agent's Signature ****

SDCs Paid Date: 4/4/2024 Check # 14402 Cash
 UVF Fee Paid Date: 4/4/2024 Check # 14112 Credit Cash



City of South Bend
Department of Public Works

Please submit
UVF processing fee of \$50 to:
**City of South Bend/Public Works
ROW Permit Office
227 W. Jefferson Blvd Ste. 1316
South Bend, IN 46601**

Utility Verification Form

This form provides information for the City to establish a utility account, calculate System Development Charges, and streamline the permitting process. Before submitting this form, contact the ROW Permits Office to confirm availability of utilities.

THIS IS NOT A PERMIT. The applicant must first provide all information below and pay all necessary fees. The applicant's contractor must obtain right-of-way permits and water tap permits prior to connecting to City utilities.

Property Information (To Be Completed By Applicant):

Property Owner's Name: HP 5 Corners Opportunity Zone Fund, LLC
Address/Lot #/Subdivision: 1144 Corby Blvd Property is a:
 New development
 Redevelopment
City, State, ZIP: South Bend, IN 46617
Type: Single-Family Residential, ≤5 units Other
Location: Inside City Outside City - Within Service Area Outside City - Not Within Service Area

The applicant is requesting the following connections: If outside City, is property 1/8 contiguous? _____

- New water connection: Flow* = _____ GPD ERUs = _____ Modify existing water meter from _____" to _____"
- New sanitary sewer connection** Reuse existing sewer tap***

*310 GPD = 1 Equivalent Residential Unit (ERU). For residential properties, ERUs = # of units. For non-residential properties, refer to 327 IAC 3-6-11 to calculate GPD and attach calculations with this form. If development falls outside IAC categories, attach stamped flow calculations showing GPD.
**New sanitary sewer connections must conform to City Standards.
***Reuse of sewer lateral subject to approval by City.

City Requirements (To Be Completed by the City of South Bend):

- City Connection Fee \$ 23,328
- Wastewater Survey for Nonresidential Establishments (Note: May require industrial discharge permit and pre-treatment)
- Waiver of Remonstrations to Annexation Agreement
- Annexation
- Requires System Improvements

[Signature] 4/5/2024

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Property Owner or Representative Signature: [Signature] Date: 4/5/2024
Property Owner or Representative Phone: 574-596-5555

**** Form is not valid without Authorized Signature and Property Owner or Agent's Signature ****

SDCs Paid Date: <u>4/4/2024</u>	<input checked="" type="checkbox"/> Check # <u>14402</u>	UVF Fee Paid Date: <u>4/4/2024</u>	<input checked="" type="checkbox"/> Check # <u>1113</u>
	<input type="checkbox"/> Cash		<input type="checkbox"/> Credit
			<input type="checkbox"/> Cash

EXHIBIT E

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (USI Insurance Services LLC) and INSURED (Five Corners LLC) information, including contact details for Jill Struckholz and a list of insurers (Travelers Property Cas. Co. of America, Phoenix Insurance Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, with columns for policy numbers, effective dates, and limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER (City of South Bend Public Works) and CANCELLATION information, including a signature of the authorized representative.

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