

# **BUILD–OPERATE–TRANSFER AGREEMENT**

**Town of Bristol, Indiana and JBK Development, LLC**

**Bristol Street Garage Project**

## **ARTICLE 1 – PARTIES AND PURPOSE**

### **1.1 Parties**

This Build–Operate–Transfer Agreement (the “Agreement”) is entered into by and between the Town of Bristol, Indiana, an Indiana municipal corporation (the “Town”), and JBK Development, LLC, an Indiana limited liability company (the “Developer”). The Town and the Developer may be referred to individually as a “Party” and collectively as the “Parties.”

### **1.2 Authority**

This Agreement is entered into pursuant to Indiana Code 5-23 and other applicable Indiana law, which authorizes political subdivisions to procure facilities through alternative project delivery methods, including build–operate–transfer structures.

### **1.3 Purpose**

The purpose of this Agreement is to provide for the design, construction, and transfer to the Town of a new Street Department Facility to be located in the Town of Bristol, Indiana (the “Project”). The Project is intended to support the Town’s street, maintenance, and operational functions.

The Town desires to engage a single developer to coordinate design, construction, and delivery of the Project, and the Developer desires to provide such services in accordance with the terms of this Agreement.

### **1.4 Contractor**

The Developer shall perform construction of the Project through a qualified general contractor selected by the Developer. The Developer intends to engage R. Yoder Construction (“RYC”) as its general contractor pursuant to a separate subcontract. RYC is not a party to this Agreement, and the Town shall have no contractual relationship with RYC.

## **ARTICLE 2 – PROJECT DESCRIPTION**

### **2.1 General Description**

The Project consists of the design, construction, and delivery of a new Street Department Garage and Operations Facility for the Town . The Project is intended to support the Town’s street, maintenance, and public works operations and related functions.

## **2.2 Project Site**

The Project will be located on property owned or controlled by the Town within the corporate limits of the Town of Bristol, Indiana, commonly referred to as the “Project Site,” as such is designated on Exhibit A attached hereto and incorporated herein.

## **2.3 Size and Configuration**

The Project is anticipated to include an approximately 10,000 square foot (plus or minus a reasonable variance) building, together with associated site improvements, utilities, paving, and other infrastructure. Final size, configuration, and layout of the Project shall be subject to Town approval as provided in this Agreement.

## **2.4 Intended Use**

The Project shall be designed and constructed for use as a Street Department facility, including vehicle storage, maintenance, operational support areas, and associated office or support spaces, consistent with a 10,000 square foot facility.

## **2.5 Final Design**

The final design, plans, and specifications for the Project shall be developed in accordance with this Agreement and shall be subject to review and approval by the Town pursuant to Article 4. Approval of the final design shall constitute confirmation of the Project description for purposes of this Agreement.

# **ARTICLE 3 – RELATIONSHIP TO SCOPING AGREEMENT**

## **3.1 Incorporation of Scoping Agreement**

The Town and the Developer previously entered into a Scoping Agreement dated December 8, 2025 (the “Scoping Agreement”), pursuant to which the Developer performed preliminary design coordination, site planning, cost modeling, and related pre-development services for the Project. The Scoping Agreement is hereby incorporated into this Agreement by reference.

## **3.2 Use of Scoping Deliverables**

The plans, studies, cost models, schedules, and other work product produced during the scoping phase (the “Scoping Deliverables”) shall form the basis for the final design of the Project and the development of a Guaranteed Maximum Price (“GMP”) in accordance with this Agreement.

## **3.3 No Obligation to Construct Prior to GMP Approval**

Nothing in this Agreement shall obligate the Town to proceed with construction of the Project unless and until the Town approves a GMP and executes a GMP addendum as provided herein. Prior to such approval, the Developer shall have no authority to commence construction of the Project beyond those services outlined within the scoping agreement.

### **3.4 Effect of Termination Prior to GMP**

In the event this Agreement is terminated prior to approval of the GMP, the rights and obligations of the Parties shall be governed by the terms of the Scoping Agreement, and neither Party shall have any further obligation under this Agreement except as expressly provided therein.

## **ARTICLE 4 – DESIGN RESPONSIBILITIES AND APPROVALS**

### **4.1 General Design Responsibility**

The Developer shall be responsible for the coordination, management, and delivery of all design services necessary to complete the Project in accordance with this Agreement. The Developer shall ensure that all design services are performed by qualified professionals licensed in the State of Indiana.

### **4.2 Building Design**

The Developer shall engage RYC to prepare the building design for the Project, including architectural, structural, mechanical, electrical, and plumbing components. All building design documents shall be prepared and sealed as required by Indiana law. Developer warrants that the design documents are suitable for construction without material redesign.

### **4.3 Civil and Site Design**

Civil engineering services for the Project, including site layout, utilities, drainage, grading, and related site improvements, shall be performed under the coordination of the Developer by a civil engineer approved by the Town. The Developer shall be responsible for integrating civil design with the building design and overall Project schedule.

### **4.4 Town Review and Approval**

The Town shall have the right to review and approve design documents at the following milestones: (a) Completion of schematic design; (b) Completion of design development; (c) Completion of construction documents; and (d) Final plans submitted in support of the GMP.

The Town's review shall be for general conformance with the approved program, budget objectives, and applicable codes and standards. Town approval shall not relieve the Developer of responsibility for the accuracy or completeness of the design.

### **4.5 Standard of Review**

The Town shall conduct its reviews and approvals in a timely manner and shall not unreasonably withhold, condition, or delay approval of design documents that conform to the scope of the Project.

### **4.6 Design Changes**

Design changes requested by the Town after approval of design documents may result in adjustments to the Project schedule and GMP as provided in this Agreement. All material design changes shall be documented in writing and approved by the Town.

## **ARTICLE 5 – GUARANTEED MAXIMUM PRICE**

### **5.1 Preparation of GMP**

Following completion of the scoping phase and further design development, the Developer shall prepare and submit to the Town a proposed GMP for the design and construction of the Project. The GMP shall be based on the approved plans and specifications, agreed assumptions, and the project schedule.

The proposed GMP shall be presented to the Town in the form of a GMP addendum to this Agreement (the “GMP Addendum”), which shall be incorporated into this Agreement as Exhibit B. The initial GMP amount shall be stated as \$TBD until finalized and approved by the Town.

### **5.2 Contents of GMP**

The GMP shall include, at a minimum: (a) All costs of labor, materials, equipment, and subcontracted work required to construct the Project; (b) Contractor general conditions and overhead; (c) Developer fee; (d) Allowances identified and agreed to by the Town; (e) A defined contingency for unforeseen conditions within the agreed scope; and (f) A detailed construction schedule and milestones.

### **5.3 Excluded Costs**

The GMP shall expressly exclude: (a) Costs previously reimbursed by the Town for early civil engineering, survey, geotechnical, or related pre-development services; (b) Town-provided utilities, fees, or services unless expressly included; and (c) Owner-directed scope additions approved after GMP execution. Excluded costs shall not reduce, inflate, or otherwise modify the GMP.

### **5.4 Town Review and Approval**

The Town shall review the proposed GMP and may approve, reject, or request revisions. The Town shall have no obligation to proceed with construction of the Project unless and until the GMP Addendum is approved by the Town and executed by both Parties.

Approval of the GMP constitutes authorization for the Developer to proceed with construction in accordance with this Agreement.

### **5.5 Adjustments to GMP**

Following approval of the GMP, adjustments to the GMP shall be permitted only for: (a) Town-directed changes to the Project scope; (b) Unforeseen site conditions not reasonably discoverable during the scoping phase; or (c) Changes in law or code requirements enacted after GMP approval. Any permitted adjustment shall be documented by written amendment to the GMP Addendum.

### **5.6 Relationship to Schedule**

The GMP shall be based on the agreed construction schedule and such construction schedule shall be included in the GMP Addendum. Material changes to the schedule requested by the Town may require corresponding adjustments to the GMP, subject to Town approval.

## **ARTICLE 6 – CONSTRUCTION PHASE**

### **6.1 Commencement of Construction**

Construction of the Project shall commence only after (a) approval of the GMP by the Town and execution of the GMP Addendum, and (b) satisfaction of any other conditions precedent set forth in this Agreement. Upon satisfaction of such conditions, the Developer shall proceed diligently with construction of the Project (the “Work”).

### **6.2 Construction Responsibility**

The Developer shall be responsible for construction of the Project and shall perform such work through RYC, and other subcontractors, as necessary. The Developer shall remain fully responsible to the Town for performance of the construction work in accordance with this Agreement.

### **6.3 Schedule and Reporting**

Construction shall be performed in accordance with the approved construction schedule included in the GMP Addendum. The Developer shall provide regular progress updates to the Town and shall participate in periodic project meetings as reasonably requested by the Town. Developer shall achieve Substantial Completion by the date set forth in the GMP Addendum.

### **6.4 Permits and Inspections**

The Developer shall obtain all permits required for construction of the Project and shall coordinate all required inspections. The Town shall provide reasonable cooperation in support of permitting and inspection activities.

### **6.5 Progress Payments**

The Town shall pay the Developer progress payments during construction in an amount equal to the approved GMP, less any costs expressly excluded from the GMP. As required pursuant to Ind. Code §5-23-3-2(a)(8), payments made to the RYC or its subcontractors shall comply with the payment provisions of Ind. Code § 36-1-12.

Such amount shall be invoiced in equal monthly installments over the anticipated construction duration, with the number of installments based on the approved construction schedule. The first monthly payment shall be due on the first day of the month following execution of the GMP Addendum. Each monthly invoice shall be payable by the Town on a net thirty (30) day basis. Invoices shall be submitted monthly in accordance with the approved construction schedule.

### **6.6 Final Payment and Reconciliation**

Upon Substantial Completion and prior to final acceptance of the Project, the Developer shall submit a final invoice reconciling: (a) Actual costs for the Project; (b) Use of contingency; (c) Calculation of any unused contingency subject to shared savings; and (d) Any approved adjustments to the GMP.

The final payment shall include the remaining balance of the GMP, adjusted for contingency usage, and shared savings as provided in this Agreement.

Final payment shall be due and payable by the Town on a net thirty (30) day basis following the date of substantial completion (the "Substantial Completion Date") and receipt of the final invoice and Town acceptance of the Project.

The Town shall have the right, upon reasonable notice, to audit and inspect Developer's books, records, contracts, and cost documentation relating to the Project for a period of three (3) years following final payment.

## **6.7 Changes to the Work**

Except as expressly permitted under Article 5, changes to the scope of the Project shall not be made without written approval by the Town. Any approved changes shall be documented by written amendment to the GMP Addendum.

## **6.8 Insurance**

During construction of the Project, Developer shall maintain the policies of insurance reflected on the certificate attached hereto as Exhibit C, to include general commercial liability insurance with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate, products completed operations coverage with limits of \$3,000,000, builder's risk insurance, workers' compensation insurance in amounts required under Indiana law, automobile liability coverage with limits of \$1,000,000 each occurrence, professional liability and pollution coverages with limits of \$1,000,000 each accident, and excess/umbrella coverage with limits of \$5,000,000. Each such policy shall be written by a company reasonably acceptable to the Town, and Developer shall provide notice of any intended modification to, or cancellation of, such policy to the Town at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Developer shall name the Town as an additional insured. Developer shall deliver to the Town certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

## **6.9 Conditions Precedent to Payment.**

As a condition precedent to any progress or final payment, Developer shall deliver to the Town, in form and substance reasonably satisfactory to the Town: (a) A certification that the Work performed conforms to the approved plans, specifications, and GMP Addendum; (b) Evidence that the Project is progressing in material compliance with the approved construction schedule; (c) Partial lien waivers from Developer and RYC for Work covered by the payment; (d) Evidence that all required insurance remains in full force and effect; (e) certification that Developer is not in default under this Agreement.

## **6.10 Workmanship and Quality Warranty**

Developer warrants to the Town that all Work shall be performed in a good and workmanlike manner, using new materials of good quality, free from defects, and in accordance with the approved plans and specifications, the GMP Addendum, and all applicable laws, codes, and industry standards. This warranty shall survive Substantial Completion and final payment.

## **6.11 Bonds**

As required pursuant to Ind. Code §§ 5-23-3-2(a)(8) and 5-23-3-2(b), Developer shall obtain: (i) a payment bond in an amount not less than 100% of the portion of the GMP comprised of design and construction costs; and (ii) a performance bond in an amount not less than 50% of the GMP comprised of design and construction costs.

## **ARTICLE 7 – SHARED SAVINGS**

### **7.1 Purpose and Intent**

The Parties acknowledge that the GMP includes a contingency intended to address unforeseen conditions within the agreed scope of the Project. The purpose of this Article is to align incentives by providing for the sharing of any unused contingency upon completion of the Project.

### **7.2 Definition of Contingency**

“Contingency” shall mean the portion of the GMP specifically identified in the GMP Addendum as contingency for unforeseen conditions, coordination issues, and minor scope adjustments that do not constitute Town-directed changes.

### **7.3 Determination of Unused Contingency**

Upon Substantial Completion, the Developer shall prepare a final reconciliation of Project costs pursuant to Section 6.6. Any portion of the contingency not expended as of the Substantial Completion Date shall be deemed “Unused Contingency.” Contingency funds may be used only for unforeseen conditions within the approved scope and may not be used to increase Developer fee.

### **7.4 Shared Savings Distribution**

Unused Contingency shall be distributed as follows: Seventy percent (70%) to the Town of Bristol; Fifteen percent (15%) to JBK Development, LLC; Fifteen percent (15%) to R. Yoder Construction. The Town’s share of the Unused Contingency shall be applied as a credit against the final payment due from the Town.

### **7.5 No Guarantee of Savings**

The Parties acknowledge that there is no guarantee that contingency will remain unused and that the existence of this shared savings structure does not obligate the Developer to achieve a specific savings amount.

### **7.6 Effect of Town-Directed Changes**

Contingency used to accommodate Town-directed scope changes approved after execution of the GMP Addendum shall not be considered Unused Contingency and shall not be subject to shared savings under this Article.

## **ARTICLE 8 – TRANSFER OF THE PROJECT**

## **8.1 Substantial Completion**

Upon completion of construction of the Project in accordance with the approved plans, specifications, and GMP Addendum, the Developer shall notify the Town that the Project has achieved Substantial Completion. Substantial Completion shall mean that the Project is sufficiently complete so that the Town may occupy and use the Project for its intended purpose.

## **8.2 Inspection and Acceptance**

Following notice of Substantial Completion, the Town shall conduct a final inspection of the Project. Any punch list items identified by the Town shall be completed by the Developer within a reasonable period of time agreed upon by the Parties. Upon completion of punch list items, the Parties shall execute the Completion Certificate in the form attached hereto as Exhibit E.

## **8.3 Transfer of Ownership**

Upon Town acceptance of the Project, all right, title, and interest in and to the Project shall transfer to the Town, free and clear of any liens arising from the work of the Developer or its contractors, subject only to permitted encumbrances approved by the Town.

## **8.4 No Operating Period**

The Parties acknowledge and agree that this Agreement does not include an operating or leaseback period. The Developer's obligations with respect to the Project shall conclude upon transfer and acceptance, except for warranty obligations and other provisions expressly intended to survive completion.

# **ARTICLE 9 – TERMINATION AND DEFAULT**

## **9.1 Termination Prior to GMP Approval**

Termination of this Agreement prior to approval of the GMP shall be governed exclusively by the terms of the Scoping Agreement. In such event, neither Party shall have any further obligation under this Agreement except as expressly provided in the Scoping Agreement.

## **9.2 Termination After GMP Approval**

After approval of the GMP and execution of the GMP Addendum, this Agreement may be terminated only as provided in this Article.

## **9.3 Town Termination for Cause; Event of Developer Default**

The Town may terminate this Agreement for cause if an Event of Developer Default occurs and Developer fails to cure such within thirty (30) days after receipt of written notice specifying the nature of the default; provided, however, that if the default is not reasonably capable of cure within such thirty (30) day period, the Developer shall be afforded a reasonable additional period to cure, so long as it commences and diligently pursues such cure. An "Event of Developer Default" shall mean any material failure by Developer

to perform its obligations under this Agreement, including, without limitation and whether or not such failure results in termination, if Developer: fails to maintain insurance, discharge liens, or adhere to the Construction Schedule without excusable cause, all as required herein; materially deviates from the approved plans without authorization; becomes insolvent or declares bankruptcy; or commits repeated substantiated safety or building code violations.

#### **9.4 Town Termination for Convenience**

Following GMP approval, the Town may terminate this Agreement for convenience upon written notice to the Developer. In the event of such termination, the Town shall pay the Developer for: (a) all work properly performed to the date of termination; (b) all costs incurred in good faith in connection with the Project; (c) any non-cancelable commitments entered into by the Developer; and (d) an equitable adjustment reflecting the Developer's fee earned to date. In no event shall Developer be entitled to lost profits, consequential damages, or unearned fees. All amounts payable pursuant to this Section 9.4 shall be subject to audit and to the Town's rights under Sections 9.6 and 9.8, including rights of offset.

#### **9.5 Developer Termination**

The Developer may terminate this Agreement upon written notice if the Town fails to make payments when due and such failure continues for thirty (30) days after written notice, or if the Town otherwise materially breaches this Agreement and fails to remedy such within thirty (30) days after receipt of written notice specifying the nature of the breach; provided, however, that if the breach is not reasonably capable of cure within such thirty (30) day period, the Developer shall be afforded a reasonable additional period to cure, so long as it commences and diligently pursues such cure.

#### **9.6 Effect of Termination**

Upon termination after GMP approval, the Developer shall promptly cease construction activities, secure the Project site, and deliver to the Town all work product completed to date. Title to all work performed and materials paid for by the Town shall vest in the Town upon payment of amounts due.

#### **9.7 No Waiver**

Failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect the right to require such performance at any later time.

#### **9.8 Town Remedies**

Upon the occurrence and during the continuance of any Event of Developer Default, and after delivery of any notice and expiration of any applicable cure period expressly required by this Agreement, the Town shall have the right, in addition to any other rights and remedies available at law or in equity, to exercise one or more of the following remedies, in its sole discretion:

- (a) The Town may withhold some or all amounts otherwise due or to become due to Developer until such Event of Developer Default has been cured to the Town's reasonable satisfaction. Any such withholding shall not constitute a breach of this Agreement by the Town.

(b) The Town may order Developer to suspend all or any portion of the Work until the Event of Developer Default has been cured. Developer shall not be entitled to any increase in the GMP, extension of the construction schedule, or additional compensation as a result of such suspension.

(c) The Town may, but shall not be obligated to, take such reasonable actions as it deems necessary to cure the Event of Developer Default, including engaging third parties to perform, complete, correct, or supplement the Work. All reasonable costs and expenses incurred by the Town in connection with such cure may be offset against amounts otherwise due or to become due to Developer under this Agreement.

(d) The Town may reject non-conforming or defective Work and back-charge Developer for the reasonable cost of correction or completion, whether performed by Developer or others.

The exercise of any remedy under this Section 9.8 shall not limit or waive the Town's right to terminate this Agreement pursuant to this Article 9. The remedies set forth in this Section 9.8 are intended to provide the Town with interim and non-termination enforcement rights and may be exercised independently of any decision to terminate this Agreement. All rights and remedies of the Town under this Agreement are cumulative and may be exercised singularly or concurrently. Acceptance of any Work, payment of any invoice, or failure to withhold payment shall not constitute acceptance of defective or non-conforming Work, nor a waiver of any Event of Developer Default. The rights and remedies of the Town under this Article 9 shall survive any termination of this Agreement.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.1 Independent Contractor**

The Developer is an independent contractor and is not an agent, employee, or partner of the Town. Nothing in this Agreement shall be deemed to create any partnership, joint venture, or agency relationship between the Parties.

### **10.2 Assignment**

The Developer may not assign this Agreement without the prior written consent of the Town, which shall not be unreasonably withheld; provided, however, that the Developer may assign this Agreement to an affiliate or in connection with a merger, reorganization, or sale of substantially all of its assets upon written notice to the Town.

### **10.3 Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by recognized overnight courier, or sent by certified mail to the addresses designated by the Parties.

### **10.4 Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Venue for any action arising out of or relating to this Agreement shall lie exclusively in a court of competent jurisdiction located in the State of Indiana.

## **10.5 Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

## **10.6 Entire Agreement**

This Agreement, together with the Scoping Agreement and all exhibits and addenda referenced herein, constitutes the entire agreement between the Parties with respect to the Project and supersedes all prior negotiations, representations, or agreements, whether written or oral.

## **10.7 Amendments**

This Agreement may be amended only by a written instrument executed by both Parties.

## **10.8 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## **10.9 BOT Statute**

This Agreement is intended to be a public-private agreement authorized by Indiana Code §5-23. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement.

## **10.10 Public Records**

Developer acknowledges that records related to the Project are subject to the Indiana Public Records Act, Indiana Code 5-14-3, set seq., and the disclosure required of Indiana Code 5-23.

## **10.11 Attorney's Fees**

In any action to enforce the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

## **10.12 Effective Date**

This Agreement shall be effective as of the date last signed by a party hereto as determined by the date of the parties' signatures on the signature pages attached hereto.

# **ARTICLE 11 – DEVELOPER COVENANTS**

## **11.1 Filings**

Developer shall keep in full force and effect, without any violations by Developer, any and all filings or registrations required by the Laws in connection with: (a) the performance by Developer of its obligations under this Agreement; and (b) the acquisition of the materials to construct, and/or the construction of, the Project in accordance with this Agreement.

## **11.2 No Liens**

At all times Developer shall: (a) keep the Project, and the materials to construct the Project, free from any and all liens, claims, security interests, encumbrances, and restrictions; and (b) defend the Project and such materials against the claims and demands of others. If any mechanic's, supplier's, or similar lien is filed against the Project Site or the materials to construct the Project, for work claimed to have been done for, or materials claimed to have been furnished to, Developer, then Developer shall cause such mechanic's, supplier's, or similar lien to be discharged of record within 45 days after notice of the filing by bonding or providing other adequate security therefor, or as provided or required under Indiana law.

## **11.3 Laws**

In connection with the consummation of and the performance of its obligations under this Agreement, Developer shall comply with all applicable (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines of or from: (i) governmental agencies, boards, commissions, or departments; and (ii) judicial, administrative, or regulatory bodies; and (c) judicial orders, consents, and/or decrees (collectively, the "Laws").

## **11.4 No Amendments**

Prior to the Substantial Completion Date, Developer shall not: (a) amend, modify, or restate the articles of organization or operating agreement of Developer; (b) cause or permit any such amendment, modification, or restatement; or (c) be dissolved, wound up, or converted to another type of entity, or have its existence as a limited liability company terminated.

## **11.5 Business**

Prior to the Substantial Completion Date, Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

## **11.6 Authority**

Developer represents and warrants to the Town that it has: (a) the power and authority to enter into this Agreement and perform its obligations hereunder; (b) the power and authority to carry out the transaction contemplated by this Agreement; and (c) complied with the Laws in all matters relating to such transaction; it has been authorized by proper action to execute, deliver, and perform its obligations under this Agreement; neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets; and this Agreement, once executed,

will be its legal, valid, and binding obligation. Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana.

### **11.7 Indemnification**

Developer shall defend, indemnify, and hold harmless the Town, its elected and appointed officials, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) bodily injury, sickness, disease, or death; (b) damage to or loss of property; (c) violations of law, ordinance, code, or regulation; (d) mechanic's liens or similar claims; (e) defective, non-conforming, or negligent Work; (f) infringement of intellectual property rights in design documents; or (g) Developer's or its contractors' performance or failure to perform under the Agreement. Developer's indemnification obligations shall survive Substantial Completion, final payment, and termination of the Agreement.

[signature pages follow]



**TOWN OF BRISTOL, INDIANA,**  
an Indiana municipal corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeff Beachy, Town Council President

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF ELKHART        )

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy, in his capacity as President of the Bristol Town Council, who acknowledged the execution of the foregoing instrument for and on behalf of said Town.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

## **SCHEDULE OF EXHIBITS**

- Exhibit A – Approved Plans and Specifications
- Exhibit B – GMP Addendum (GMP and Construction Schedule)
- Exhibit C – Insurance Requirements
- Exhibit D – Completion Certificate

## EXHIBIT A

### Description of Project Site

#### **Parcel 1:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the West line of said Quarter Section to have a bearing due North and South and beginning at a point on said West line that is Seven Hundred Forty-seven and Ninety-seven Hundredths (747.97) feet due South of the Northwest corner of said Quarter Section; thence North 88 degrees 36 minutes East, Three Hundred Fifty-five and Sixty-three Hundredths (355.63) feet; thence South 00 degrees 02 minutes West, Two Hundred Forty-four and Ninety-seven Hundredths (244.97) feet; thence South 88 degrees 36 minutes West, Three Hundred Fifty-five and Forty-nine (355.49) feet to the West line of said Quarter Section; thence due North along said West line of said Quarter Section Two Hundred Forty-four and Ninety-seven Hundredths (244.97) feet to the place of beginning.

#### **Parcel 2:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, and being more particularly described as follows:

Commencing at a boat spike marking the Northwest corner of the Southeast Quarter of said Section; thence on an assumed bearing of due South along the West line of the Southeast Quarter of said Section, a distance of 529.68 feet to a PK nail marking the intersection of said West line with the Southerly right-of-way line of the Old Lake Shore and Michigan Southern Railway Company (now Conrail) right-of-way and the point of beginning of this description; thence North 70 degrees 50 minutes 00 seconds East along the Southerly right-of-way line of said railroad, a distance of 376.60 feet; thence South 00 degrees 02 minutes 00 seconds West, a distance of 149.57 feet to the Northeast corner of a parcel of land conveyed to Robert E. Miller Jr. and Connie L. Miller as described and recorded in the Office of the Recorder of Elkhart County, in Deed Record 379, page 720; thence South 88 degrees 36 minutes 00 seconds West along the North line of said Miller parcel, a distance of 355.74 feet to the West line of the Southeast Quarter of said Section Twenty-seven (27); thence on a bearing of due North along the West line of the Southeast Quarter of said Section Twenty-seven (27), a distance of 34.62 feet to the point of beginning of this description.

#### **Parcel 3:**

A part of the Southeast Quarter of Section Twenty-seven (27), Township Thirty-eight (38) North, Range Six (6) East, Washington Township, Elkhart County, Indiana, more particularly described as follows:

Assuming the West line of said quarter section to have a bearing due North and South and beginning at a point on said West line that is Five Hundred Sixty-four and Three Tenths (564.3) feet due South of the Northwest corner of said quarter section; thence North 88 degrees 36 minutes East, Three Hundred Fifty-five and Seventy-four Hundredths (355.74) feet; thence South 00 degrees 02 minutes West, One Hundred Eighty-three and Sixty-seven Hundredths (183.67) feet; thence South 88 degrees 36 minutes West, Three

Hundred Fifty-five and Sixty-three Hundredths (355.63) feet to the West line of said quarter section; thence due North along said West line of said quarter section, One Hundred Eighty-three and Sixty-seven Hundredths (183.67) feet to the place of beginning.

Commonly known as 704 and 708 Maple Street, Bristol, IN 46507

Parcel ID Nos. 20-03-27-403-001.0000-031  
20-03-27-403-003.0000-031  
20-03-27-403-002.0000-031

**EXHIBIT B**

**GMP Addendum**

[To be Attached]

**EXHIBIT C**

**Insurance**

[Certificate of Insurance attached]

**EXHIBIT D**

**Form Completion Certificate**

**COMPLETION CERTIFICATE**

**Street Department Garage Project**

This Completion Certificate (Bristol Street Garage Project) (the "Certificate") is executed this \_\_\_\_ day of \_\_\_\_\_, by and between JBK Development, LLC (the "Developer") and the Town of Bristol, Indiana (the "Town").

**Recitals**

WHEREAS, Developer and the Town have executed that certain Build-Operate-Transfer Agreement (Bristol Street Garage Project) dated \_\_\_\_\_ (the "BOT Agreement");

WHEREAS, pursuant to the BOT Agreement, Developer is obligated to construct certain improvements on that certain real estate more particularly described on Exhibit A to the BOT Agreement;

WHEREAS, the BOT Agreement provides that, subsequent to the Substantial Completion Date (as defined in the BOT Agreement), Developer and the Town shall execute a certificate of completion; and

WHEREAS, Developer and the Town agree that the Substantial Completion Date has occurred.

**Certification**

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, each of Developer and the Town certifies and agrees that the Substantial Completion Date occurred on \_\_\_\_\_.

[Signature pages follow]



**TOWN OF BRISTOL, INDIANA,**  
an Indiana municipal corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jeff Beachy, Town Council President

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public, in and for said County and State, personally appeared Jeff Beachy, in his capacity as President of the Bristol Town Council, who acknowledged the execution of the foregoing instrument for and on behalf of said Town.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_