

**AGREEMENT for PRIMARY AND SECONDARY ELECTRIC SERVICE
For Scottsdale Estates Section 2**

THIS AGREEMENT is entered into as of the Effective Date by and between JOHNSON COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION, Franklin, Indiana, hereinafter referred to as "JCREMC", and SCOTTSDALE DEVELOPMENT, LLC. hereinafter referred to as the "Developer" who wishes to develop an area consisting of ninety-one (91) lots, as named Scottsdale Estates Section Two located in White River Township of Johnson County, Indiana. The lots covered by this agreement are as follows: Lots 368-428, 435-464 inclusive.


TERMS OF AGREEMENT

- A. The development must be established and defined with site plans showing dimensions of lots, streets, easements, etc. The Developer is responsible for marking and location (if necessary) of lot corners, property lines, and all buried facilities and assisting in coordination of work with other utilities before installation of JCREMC's facilities.

- B. The development will have underground service. Electric facilities will not be installed until there is a signed agreement between JCREMC and the Developer. By requesting electric installation, the developer confirms that the site is within four (4) inches of final grade. Restoring property to original, existing, or near finish grade where JCREMC facilities are installed is the responsibility of the Developer.
 - 1. The development of the project must be carried out in an orderly manner and coordinated with the installation of electric facilities. Installation sites must be accessible to JCREMC's equipment to permit installation of electric facilities.
 - 2. When applicable, the Developer shall make restrictive covenants upon the development which require accessibility be provided to the strip of land occupied by electric facilities as required for operation, maintenance, or replacement of facilities.
 - 3. In accordance with the signed agreement, the Developer will pay JCREMC a non-refundable \$113,750.00 for the estimated installed cost of all primary cable, transformers, and secondary facilities, exclusive of service laterals, streetlights, and meters, before the new facilities are installed. These costs are estimated at \$1,250.00 per lot.

IN WITNESS WHEREOF, JCREMC and the Developer have executed this Agreement as of the 26 day of January 2024 (the "Effective Date"). Furthermore, each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

JCREMC

By: 

Name: John W. Sturm

Title: CEO

Notice Address:

Attn: CEO

750 International Drive

Franklin, IN 46131

Developer

By: 
Mark Gradison (Jan 26, 2024 09:06 EST)

Name: Mark Gradison

Title: Co-Founder / Owner

Notice Address:

Attn: Mark Gradison

6330 E 75th Street, Suite 156

Indianapolis, IN 46250

Remittance Contact Information (To be completed by Developer)

Company Name: Scottsdale Development, LLC

Address: 6330 E 75th Street Ste 156 Indianapolis, IN 46250

Remittance Contact Phone Number: 317-506-1037










Primary and Secondary Agreement Underground Only Scottsdale Estate Section 2

Final Audit Report

2024-01-26

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