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Raymond L. Rinz
7875 Schererville Rd.
McMurrich

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SEWER REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of July, 1971, by and between the TOWN OF SCHERERVILLE, Indiana, hereinafter called "Town", and RAYMOND L. RENZ and/or PATRICIA RENZ, of Schererville, Indiana, hereinafter called "Developer".

WHEREAS, the Developer owns land within the corporate limits of the Town of Schererville, Indiana, which property is not at the present time being served by the sanitary sewerage system of the Town; and

WHEREAS, the Developer has applied to the Town for sanitary sewer service, and the Town is without sufficient current funds on hand with which to extend its sanitary sewerage service to such land; and

WHEREAS, if extended, the sanitary sewerage service will be used by and benefit the residents of the Town of Schererville, and others, in addition to its use by the Developer; and

WHEREAS, it is in the interest of the citizens and of the Town of Schererville, Indiana, that the property owned by Developer and the property adjacent thereto be developed so as to create a tax base within said Town and to provide for the extension and construction of residential, commercial and industrial sewerage systems; and

WHEREAS, the Developer is desirous of being reimbursed for a fair and reasonable share of the cost of construction and installation of the sanitary sewers and facilities to connect such property and lots with said sewer system and the Town is willing to enter into an agreement to provide such reimbursement, as provided by law.

WHEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

This agreement is made and entered into pursuant to the terms, conditions and provisions of the following:

STATE OF INDIANA
COUNTY OF...
HAR...
WILLIAM...
RECORDED...
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2. The Developer shall, at Developer's sole expense, proceed to construct and install the facilities as fully set forth in Exhibit "A", which is attached hereto and made a part hereof.

3. The Developer shall undertake and complete the construction of said sanitary sewers and facilities according to the plans and specifications which have been approved by the Parties hereto, a copy of which plans and specifications are on file in the Schererville Town Hall, Schererville, Indiana, and which plans and specifications are incorporated herein and made a part of this Agreement. Such installation and construction shall be done in accordance with all applicable Ordinances of the Town of Schererville, the laws of the State of Indiana and the rules of any other governmental body having authority thereover.

4. A Professional Engineer, registered in the State of Indiana, shall, from time to time, inspect the Developer's system during construction, and shall furnish a certified inspection report to the Town and certify to the Town that the Developer has complied with the construction plans and specifications, all at Developer's expense. The inspecting engineer will be selected by the Town.

5. The Developer shall certify to the Town the actual costs paid and expended for the installation and construction of said sewer facilities and for the necessary incidental expenses thereto, including engineering expense directly related to the project. Upon such certification, the Town shall determine the cost or proportionate parts of costs which are reasonably and fairly included for reimbursement and such determination by the Town shall be final and binding on Developer. The total amount of reimbursable costs shall hereafter be referred to as "Project Cost".

6. It is agreed that such sanitary sewer facilities will provide service for the use described in Exhibit "B", which is attached hereto and made a part hereof. It is further agreed that all owners of real estate who subsequently acquire or use

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said facilities, or deposit sewage therein within a period of fifteen (15) years from the date of acceptance of said facilities, shall pay a fair pro rata share of the cost of the construction of the sewers and facilities as determined and set forth in the following paragraphs for the privilege of connecting to said facilities. This provision shall apply to all owners of real estate described in Exhibit "B", subject to such applicable laws, ordinances, rules and regulations of the Town of Schererville, as the same exist now, or as they may exist hereafter. Provided, however, that the provisions of this Agreement shall not be effective as to any owner of real estate described in Exhibit "B" unless this Agreement shall be recorded in the Office of the Recorder of Lake County, Indiana, prior to the time that the owner taps into, uses, or connects to said sanitary sewerage facilities. It shall be the responsibility of the Developer to record this Agreement, at Developer's expense, within seven (7) days after the date of approval hereof in the Recorder's Office, Lake County, Indiana, and to return such recorded Agreement to the Town immediately upon completion of the recording thereof.

7. The Town agrees that no person, firm or corporation shall be granted a permit or authority to tap into or use the sanitary sewerage facilities covered hereby, within fifteen (15) years following the date of the acceptance of said sewers and facilities, without first obtaining the approval of the Board and paying to the Town, in addition to any and all other costs, deposits and charges made or assessed for such tap, connection or use, the reimbursement amount required by the provisions of this Agreement. All amounts so received by the Town shall be paid out by it, without appropriation, to Developer within sixty (60) days after receipt thereof. Whenever any tap or connection is made into the sewers and facilities covered hereby without such payment having first been made and approved, the Town shall remove, or cause to be removed, the unauthorized tap or connection and all connecting material located in the sewer and utility right-of-way

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and dispose of unauthorized material so removed without any liability whatsoever on the part of the Town. The obligation of the Town to Developer under the terms of this Agreement shall be limited to the sums actually collected by the Town pursuant to the provisions of this Agreement, and it is specifically agreed that the Town shall not be held liable by Developer, heirs, successors or assigns, for failure to collect any monies hereinafter to become due pursuant to the terms of this Agreement. All charges, of whatsoever nature or kind, shall be based upon ordinances, laws, rules or regulations existing at the time the charges are to be levied, all as required by the terms of this Agreement.

8. Upon certification to the Town of the actual cost of the project, together with the incidental cost directly related thereto, the Town shall promptly determine the cost subject to reimbursement as provided by the terms of this Agreement and notify Developer thereof. Upon such determination and notification, the Parties shall enter into a memorandum agreement supplementary to this Agreement, setting out the cost paid by Developer, the project cost subject to reimbursement, and the basis of costs allocated to owners of real estate who have not contributed to the original cost.

9. As part of the consideration running to the Town for this Agreement, the Developer, heirs, successors and assigns, hereby release the right to demonstrate against any pending or future annexations to the Town of Schererville of the area served by the sanitary sewers and facilities, and any person tapping into or connecting to the sanitary sewers and facilities contracted for herein, shall be deemed to thereby waive their rights to demonstrate against the annexation of the area served by the sanitary sewers and facilities, and any person tapping into or connecting to the sanitary sewers and facilities contracted for herein, shall be deemed to thereby waive their rights to demonstrate against the annexation of the area served by the sanitary sewers and facilities.

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10. Upon completion of the construction of the sewers and facilities and after submission of copies of all change orders, as-built drawings, the certification of compliance with plans and specifications, after inspection and approval by the Town, the Town shall accept such sanitary sewers and facilities and they shall become the property of the Town. Upon such acceptance, the Developer will transfer and assign to the Town, Developer's right, title and interest, in and to any and all existing easements obtained to construct said sanitary sewers and facilities, and will grant the Town utility easements in customary form on any portion of the area serviced by said sanitary sewers and facilities where the same are reasonably necessary in order to care and maintain for said sanitary sewers and facilities. After said sanitary sewers and facilities are accepted and approved as provided for by the terms of this Agreement, all further maintenance and operation, and payment of the costs thereof, after the terms of any guarantee and warranty have been completed, shall be the responsibility of the Town.

11. In the event in the future any sanitary sewers are constructed, whereby the cost is assessed against the owners of the real estate to be served by said sanitary sewers and facilities, and such sanitary sewers and facilities are connected into the sanitary sewers and facilities covered by this Agreement, and the owners against whom the future sanitary sewer improvement assessments are to be levied did not contribute to the cost of the sanitary sewers and facilities herein, there shall be included in the engineer's estimates, separately itemized, the amount due from said owners for the privilege of said owners tapping into and using the sanitary sewers and facilities covered by this Agreement.

12. This Agreement is to be construed in accordance with the statutes of the State of Indiana and the applicable ordinances, rules and regulations of the Town of Spencer, Indiana.

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13. In the event any provision of this Agreement shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Agreement.

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed by its Board of Trustees and the Developer has executed this Agreement as of the date previously set forth herein.

TOWN

BOARD OF TRUSTEES
TOWN OF SCHERERVILLE, INDIANA

By: Ollie Baker
President

Donald H. Gunn

Robert C. Phares

Walter Stephen

Frank Sawyer

Alvin A. Shubert
Treasurer

DEVELOPER

Raymond L. Renz
RAYMOND L. RENZ

Patricia Renz
PATRICIA RENZ

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before the undersigned, a Notary Public in and for said County and State, personally appeared ALLIE BAKER, C.D. GREEN, ROBERT PHARES, FRANK SAUZER, WALTER STEPHEN and ALICE A. SIEBERT, in their capacity as Town Board Trustees and Clerk-Treasurer, respectively, of the Town of Schererville, Indiana, and acknowledged the execution of the above and foregoing Sewer Reimbursement Agreement to be his or her voluntary act and deed for the uses and purposes set forth herein, and that he or she has full authority to execute this document on behalf of the Town.

WITNESS my hand and Notarial Seal this _____ day of _____, 1981.

Notary Public
A resident of Lake County, Indiana

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before the undersigned, a Notary Public in and for said County and State, personally appeared RAYMOND L. RENZ and PATRICIA RENZ, and acknowledged the execution of the above and foregoing Sewer Reimbursement Agreement to be their voluntary act and deed for the uses and purposes set forth herein.

WITNESS my hand and Notarial Seal this _____ day of _____, 1981.

Notary Public
A resident of Lake County, Indiana

My Commission Expires:

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CERTIFICATION

The undersigned represents and certifies to the Town that the attached Invoices from _____, represents the actual and entire costs paid and expended, in the amount of \$ 1,686.00 by Developer for, and the necessary incidental expenses incurred in connection with, the installation and construction of the sanitary sewer service system and facilities set forth in the Sewer Reimbursement Agreement with the Town of Schererville, Indiana. It is agreed and understood that this Certification is supplementary to the Sewer Reimbursement Agreement and is made a part thereof.

DEVELOPER
[Signature]
RAYMOND L. RENZ
[Signature]
PATRICIA RENZ

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before the undersigned, a Notary public in and for said County and State, personally appeared RAYMOND L. RENZ and PATRICIA RENZ, and acknowledged the execution of the above and foregoing Certification to be their voluntary act and deed for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this _____ day of _____, 1981.

Notary Public
A Resident of Lake County, Indiana

My Commission Expires:

ACCEPTANCE

The foregoing Certification is hereby accepted by the Town of Schererville, this 27th day of July, 1981.

TOWN OF SCHERERVILLE
By: *[Signature]*
Town Engineer
[Signature]