

084598

Paul R Chael Atty  
PO Box 555  
306 S Main St

SANITARY SEWER LINE RECOVERY AGREEMENT *Count On 46347*

THIS AGREEMENT made and entered into this 28th day of September, 1989 by and between the BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CROWN POINT, INDIANA, hereinafter referred to as "the CITY", and TIMOTHY W. HEIDBREDER, hereinafter referred to as "HEIDBREDER".

STATE OF INDIANA/S. NO.  
LAKE COUNTY  
FEB 14 2 46 PM '90  
RECORDS & CLERK  
ROBERT NEEDLER

WITNESSETH

WHEREAS, Heidbreder is the owner of certain real property known as Coal Yard Park Subdivision, a part of which is a municipal utility easement or right-of-way adjacent to Summit Street, which property is within the corporate boundaries of the City; and

WHEREAS, Heidbreder is desirous of constructing a sewer line connecting to the City waste water treatment system in said easement or right-of-way, said property not being currently serviced by the City waste water treatment system, which service is necessary for the proper development of said property; and

WHEREAS, it is in the best interest of the City to allow said sewer line to be constructed and connected to the City waste water treatment system in order to aid in the orderly development of said property, as well as surrounding areas, and in order to create, among other things, additional tax base for the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. All sewer line improvements, as specifically referred to in paragraph 2, and elsewhere throughout this Agreement, shall be constructed in accordance with plans and specifications prepared by Heidbreder's engineers, which plans and specifications have been approved by the City Engineer; and all inspections of said sewer line improvements shall be done by, and be subject to the approval of the City Engineer.

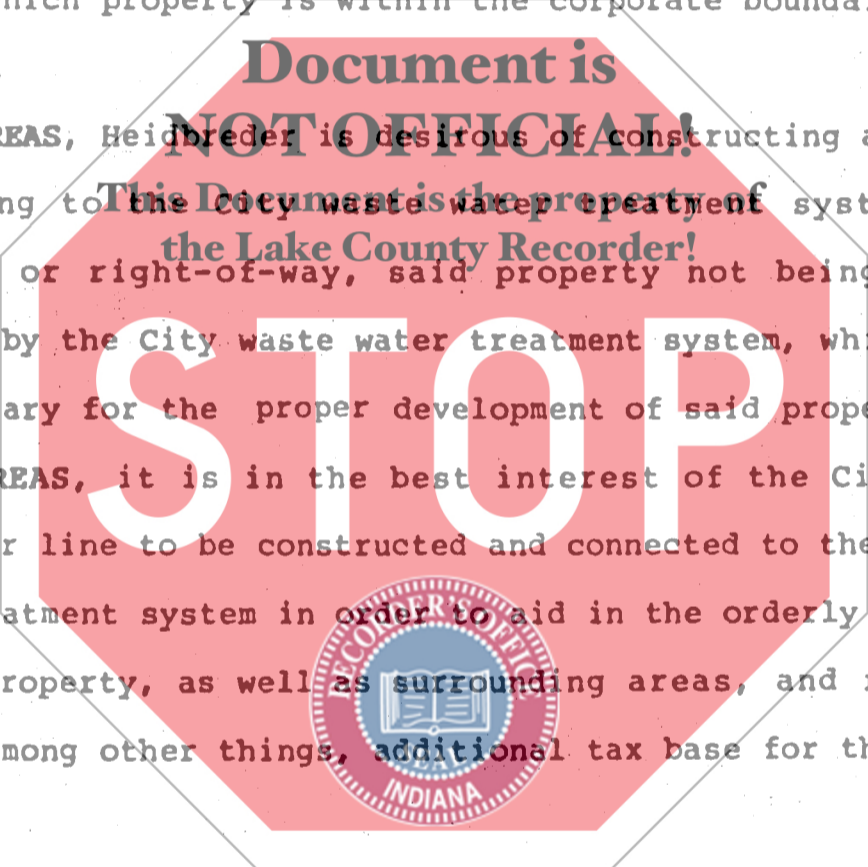
FILED

FEB 14 1990

*Ann N. Anton*  
AUDITOR LAKE COUNTY

080785

13.00  
*ck*



2. Heidbreder will construct an eight inch (8") sanitary sewer extending 270 feet, from Indiana Avenue westward, connecting to the City waste water treatment system, as shown on the plans and specifications approved by the City Engineer.

3. Heidbreder agrees to pay for the entire construction of said sewer line improvements, estimated to cost the sum of \$6,870.00.

4. The City shall conduct all inspections during the sewer line improvements construction and installation.

5. It is agreed that for a period of fifteen (15) years from the date said sewer line improvements are accepted by the City, all other owners of real estate within the shaded area (as shown on Exhibit "A" attached hereto) and more particularly described as follows, to-wit:

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1.) All platted lots in Coal Yard Park Subdivision in the City of Crown Point, as per plat thereof in the office of the recorder of Lake County, Indiana.

2.) All of platted lot 1 in Coal Yard Station Subdivision in the City of Crown Point, as per plat thereof in the Office of the recorder of Lake county, Indiana.

3.) That land described as per the attached "Exhibit "B".

4.) The South 230 feet of Lot 4 of Smith's Addition of Outlots to the Town, now City of Crown Point, Indiana, as recorded in the office of the Recorder of Lake County, Indiana, except the South 30 feet which is the right-of-way of Summit Street.

shall be bound by the terms of this Agreement, including but not limited to those terms for recovery of sums paid by Heidbreder for construction of said sewer line improvements.

6. This Agreement may be recorded by Heidbreder in the Lake County Recorder's Office after acceptance of the said sewer line improvements by the City, and the recovery fee provisions of this Agreement shall not be enforceable against owners of property within the water recovery district until the same is so recorded.

7. Any person or entity who owns or possesses an interest in real property within the sewer line recovery district, who taps into, uses in any way, or connects to the sewer line improvements in the sewer recovery district within a fifteen (15) year period from the date of acceptance thereof by the City, shall pay his pro-rata share of the sum paid by Heidbreder for the construction of said sewer line improvements pursuant to this Agreement, with interest. The recovery fee due from such a person or entity who taps into, uses, or connects to the sewer line improvements described in paragraph 2 above, shall be the greater of the following amounts.

a) The quotient derived by dividing the sum of \$6,870.00 by the total acreage (excluding road rights-of-way, if any) in the sewer recovery district, multiplied by the number of acres (and fractions thereof) owned by the person or entity within the sewer recovery district; or

b) The quotient derived by dividing the sum of \$6,870.00 by a number equal to the number of linear feet of sewer line installed pursuant to this Agreement, in the sewer recovery district, multiplied by a number equal to the number of linear feet of said sewer line which abut the land of such person or entity within the sewer recovery district.

The amount of the recovery fee, thus determined, shall bear interest until paid at the rate allowed on judgments in the State of Indiana during the said fifteen (15) year recovery period. Said interest shall run from the date of acceptance of said sewer line improvements by the City Board of Public Works and Safety.

8. The City shall be responsible for the collection of the recovery fees as determined in paragraph seven (7) above, and all such amounts received by the Clerk/Treasurer shall be paid directly to Heidbreder, his successors or assigns, within sixty (60) days after receipt. In no event shall Heidbreder be allowed to recover more than the principal sum of \$6,870.00, plus interest accrued on the outstanding balance thereof at the rate of interest noted in paragraph 7 above.

9. In the event Heidbreder shall record this Agreement pursuant to paragraph 6 above, the City shall not allow an owner of real property within the sewer recovery district to tap into the said sewer line improvements in the sewer recovery district unless and until the recovery fee required of said owner by the terms of this Agreement has been paid to the City, and all applicable rules, regulations, and conditions adopted by the City have been complied with. In the event a tap or connection is made into said sewer line improvements without payment of the appropriate recovery fee, the City shall remove or cause to be removed such unauthorized tap or connection. An owner of real property located within the sewer recovery district who has not paid his recovery fee shall be permitted to tap into, use, or connect to said sewer line improvements only upon the payment of the said recovery fee computed pursuant to paragraph 7 above.

10. The sewer line improvements, following acceptance thereof by the City, shall be sole property of the City.

11. Heidbreder shall obtain any and all necessary government approvals for the construction of said sewer line improvements.

12. Heidbreder shall promptly grant to the City, upon request, all necessary utility easements and rights-of-way on its property in furtherance of the sewer line improvements contemplated by this Agreement, without charge or further consideration of any type.

13. This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto.



IN WITNESS WHEREOF, the parties have executed this Sewer Line Recovery Agreement on the day and year first written above.

THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CROWN POINT, INDIANA

Timothy W. Heidbreder  
Timothy W. Heidbreder

BY: James A. Forsythe  
James A. Forsythe

BY: James C. Conlon  
James C. Conlon

BY: James C. Wirtz  
James C. Wirtz

ATTEST: Eileen V. Shults  
Eileen V. Shults, Clerk-Treasurer

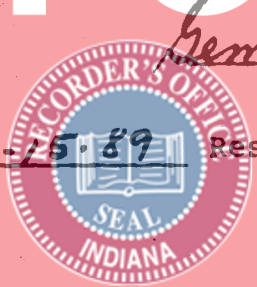
STATE OF INDIANA )

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COUNTY OF LAKE )

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Before me, a Notary Public in and for said County and State, personally appeared James A. Forsythe, James C. Wirtz and James C. Conlon, known to me to be the members of the Board of Public Works and Safety of the City of Crown Point, Indiana, who acknowledged the execution of the above Sewer Line Recovery Agreement on behalf of the City of Crown Point, Indiana, and who swore or affirmed that the representations made therein are true, this 28 day of September, 1989.



Gemma Diane Brandt  
Notary Public

My Commission Expires: 10-25-89 Resident - Lake County.

STATE OF INDIANA )

COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and State, personally appeared Timothy W. Heidbreder, who acknowledged the execution of the above Sewer Line Recovery Agreement and who swore or affirmed that the foregoing representations are true this 27th day of September, 1989.



Paul R. Chael  
Paul R. Chael Notary Public

My Commission Expires: 7/9/91 Resident Porter County.

This Instrument prepared by Paul R. Chael, Attorney-at-Law  
306 S. Main St., P.O. Box 555, Kouts, IN 46347



EXHIBIT "B"

That part of the NE 1/4, NE 1/4 of the SE 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd P.M. described as: Commencing at a point on the North line of said SE 1/4 which is 500 feet West of the Northeast corner thereof and running thence South 89°18" East parallel to the East line of said Section 193.4 feet to the Northerly right-of-way line of the Chicago and Erie Railroad; thence Northwesterly along said Northerly right-of-way line 193 feet more or less, to the West line of said tract; thence North on said West line 82.9 feet to the North line of said SE 1/4; thence East on said North line 157.2 feet to the place of beginning, containing 0 .514 acres more or less, in the City of Crown Point, Indiana.

Parcel 2: The West 100 feet by parallel lines of the following described property: Part of the East 1/2 of the NE 1/4 of the SE 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd P.M. in the City of Crown Point, Lake County, Indiana, described as follows: Beginning at a point on the North line of said SE 1/4 which is 105 feet West of the Northeast corner thereof; thence West along said North line 395 feet to a point 500 feet West of said Northeast corner; thence South parallel to the East line of said SE 1/4 to the Northerly right-of-way of the Chicago and Erie Railroad Company; thence Southeasterly along said Northerly right-of-way line to a point which is 230 feet West, by perpendicular measurement, from the East line of said SE 1/4 and being the Southwesterly corner of a tract of land conveyed to the Standard Oil Company by deed recorded in Deed Record 111, page 518; thence North along the West line of said Standard Oil Company tract to the Northwest corner thereof; thence East along the North line of said tract to a point 105 feet West of the East line of said SE 1/4; thence North parallel to said East line 246.36 feet more or less, to the point of beginning.

