

092992

AGREEMENT FOR SEWER EXTENSION
OUTSIDE HOBART CITY LIMITS

City of Hobart
414 7th Street
Hobart In 46342

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THIS AGREEMENT, made this 7th day of March, 1990 by and between Applewood Farms, Inc., "Applewood Farms" and the City of Hobart, Indiana, an Indiana municipal corporation, "City",

WITNESSETH:

WHEREAS, Applewood Farms desires to construct a sanitary sewer described as follows:

1150 lineal feet of 10 inch diameter PVC sanitary sewer pipe and 4 concrete manholes per City of Hobart, IN, specifications from an existing Hobart manhole #503-082.

in accordance with plans, specifications and profiles submitted to the City and on file in the City Engineer's office. These plans, specifications and profiles are incorporated by reference and made a part of this agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, the parties agree as follows:

1. SEWER CONSTRUCTION

Applewood Farms shall construct the sewer described above in accordance with the plans, specifications and profiles incorporated by reference in this agreement, upon City approval, by private contract to be let within thirty (30) days of City approval. All work and materials shall be subject to City inspection. The sewer shall not be deemed permanently connected into the Hobart sewer system until final acceptance by the City. The sewer shall remain a private sewer; however, the City shall accept sewage therefrom, subject to all sewer service charges as may now or hereafter be established by City ordinance. All maintenance of this sewer shall be the obligation of Applewood Farms.

2. COST OF CONSTRUCTION

The developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City inspection fee, and to hold the City harmless from any liability for claims connected therewith.

3. AREA

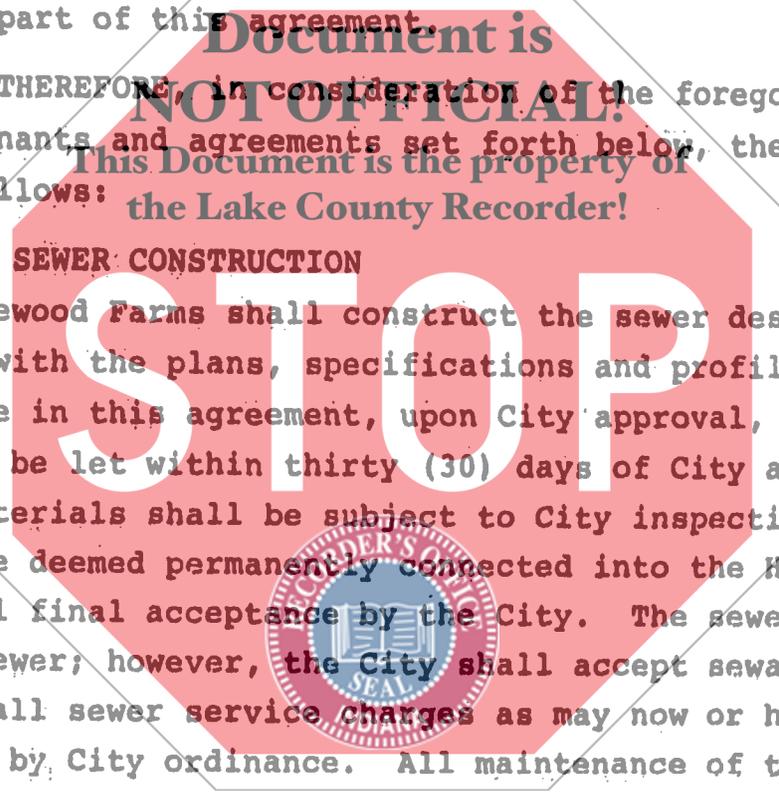
The property to be served by this sewer is located in New Chicago, Lake County, Indiana, the legal description of which is:

Key# 21-2-1
That part of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the Town of New Chicago, Lake County, Indiana, lying Northeast of the right of way of the Pittsburg, Fort Wayne and Chicago Railroad, South of 37th Avenue, and West of Wilson Street.

Walter N. Cantor
LAKESIDE LAKES COUNTY

MAR 29 1990

FILED



STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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ROBERT W. BOBBI, RECORDER

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This agreement, however, covers only the sewerage flow from the existing business use of the property. If the establishment of additional uses is desired at a future time, which uses would create additional flow, the parties agree that an additional tap-on fee may be charged by the City, such fee to be negotiated by the parties prior to the establishment of any additional use of the property,

4. TAP-ON FEE

Applewood Farms shall pay the City a tap-on fee of \$8,442.94 for connection to the Hobart sewer system. This tap-on fee, represents a charge of \$11.00 per linear foot, measured along the eastern property line of the premises described above and adjacent to a portion of the western corporate boundary of the City of Hobart, for a distance of 767.54 feet.

The City shall allow Applewood Farms to pay said tap-on fee in twelve (12) equal monthly payments, computed at an annual interest rate of eight (8) per cent.

5. INSTALLATION OF GREASE INTERCEPTORS

Applewood Farms shall install grease/oil interceptors as necessary to comply with the City Sewer Use Ordinance. Such interceptors shall be kept clean and maintained at all times. Failure to provide the cleaning and maintenance required may subject Applewood Farms to fines and penalties as provided by ordinance.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, assigns, or any future owner of any land serviced by said sewer may at any time discharge or permit to be discharged or to flow into said sanitary sewer any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. GOVERNING STATUTE

The laws of the State of Indiana shall apply to all provisions of this agreement.

8. BINDING OF PARTIES AND SUCCESSORS

This agreement shall bind the parties, their successors, heirs, assigns, or any future owner of the property described above.

9. BOARD APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Board of Public Works and Safety of City, by duly adopted resolution, and if such resolution is not adopted within a period of ten (10) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

William J. Mulligan
William J. Mulligan, President
Applewood Farms, Inc.

CITY OF HOBART, INDIANA

By: *Margaret J. Kuchta*
Margaret J. Kuchta, Mayor

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ATTEST:

Richard L. Kobza
Richard L. Kobza, Clerk-Treasurer

BOARD OF PUBLIC WORKS AND SAFETY



Margaret J. Kuchta
By Margaret J. Kuchta, Presiding Officer

Approved as to form
and legality

Debra L. Dubovich
By Debra L. Dubovich, Ass't. Attorney

James A. Greco
James Greco
City Attorney

William Leets
William Leets, Member

ATTEST: *Richard L. Kobza*
Richard L. Kobza, Clerk-Treasurer

This instrument prepared by: April Wooden, Attorney at Law