

13

103757

CONTRACT FOR CONSTRUCTION OF SEWAGE WORKS

WHEREAS, Hawk Development Corp., is in the process of developing certain unimproved real estate located within the Town of Schererville, Lake County, Indiana; and

WHEREAS, as part of such development Hawk Development Corp. is required to install a certain lift station and force main to service such real estate development; and

WHEREAS, such lift station and force main is designed and sized to service real estate other than that owned by the developer; and

WHEREAS, I.C. 1971, 36-9-22-1 et. seq. provides for contracts between municipalities and owners of real property for construction of sewage works within or without the municipality and to provide reimbursement for a fair pro-rata share of costs from abutting landowners for such sewage works.

IT IS NOW THEREFORE AGREED by and between the Town of Schererville, a municipal corporation of the State of Indiana and Hawk Development Corp. as follows:

1. Hawk Development Corp. shall install a lift station and force main as part of the development of Foxwood Estates, Units I, II and III as more fully set forth on plan sheets one, two, and three attached hereto, made a part hereof, and marked as Exhibit "A" and specifications attached hereto, made a part hereof, and marked as Exhibit "B".

2. That the lift station and force main shall be designed and installed to service a total service area of one hundred seventy-

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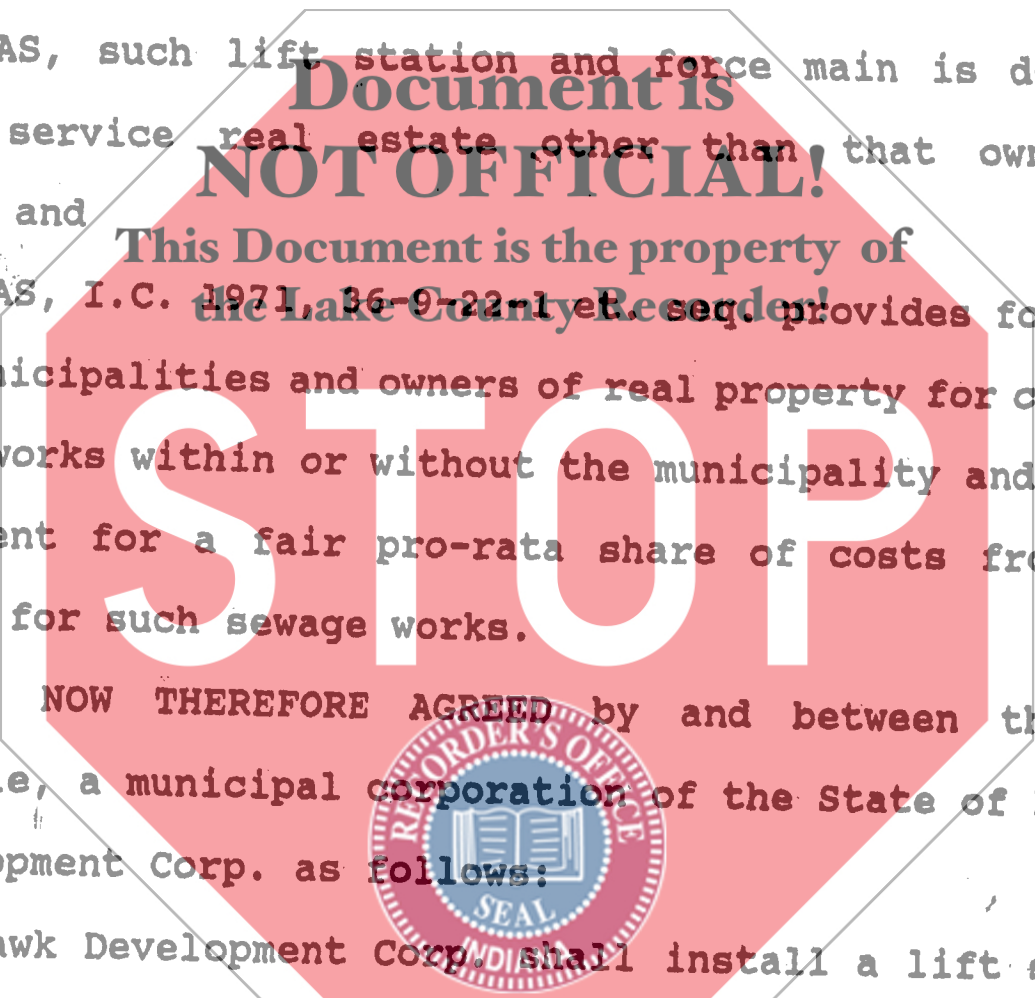
JUN 04 1990

Carroll N. Cantore
AUDITOR LAKE COUNTY

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FOR Exhibit of Well
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LIBER 068 PAGE 53



STATE OF INDIANA/S.S. NO. 1441000000
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RECORDS & CLERK
LAKE COUNTY, INDIANA

five (175) acres as more fully set forth on plan sheet one, attached hereto, made a part hereof and marked as part of Exhibit "A".

3. That an estimate of costs based upon the accepted bid for the installation of such lift station and force main, including engineering fees and legal fees, is in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Eighteen Dollars (\$128,918.00), a copy of which bids and estimates are attached hereto, made a part hereof, and marked as Exhibit "C".

4. That the legal descriptions, owners of record, and fair pro-rata share of each of the parcels of real estate within the total service area of one hundred seventy-five (175) acres are as follows:

A. Mary Ann Douthett is the owner of 67.5 acres legally described as follows:

Parcel 4: That part of the East Half (E1/2) of the Northeast Quarter (NE1/4) lying South of Joliet Road or Old Lincoln Highway, in Section Thirteen (13), Township Thirty-Five (35) North, Range Nine (9) West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 5: That part of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Thirty-Five (35) north, Range Nine (9) West of the Second Principal Meridian, in Lake County, Indiana, lying Northeasterly of the East right-of-way line of the Chicago and Erie Railroad Co., except that part described as commencing at the intersection of said right-of-way line with the South line of said Southeast Quarter (SE1/4); thence East on the South line 35 feet; thence North 25 feet; thence West parallel with said South line of the Southeast Quarter (SE1/4) to the East line of said right-of-way; thence Southeasterly along the East line of said right-of-way to the place of beginning; and excepting from the above 2 parcels the following

described real estate: (a) Part of the East Half (E1/2) of the East Half (E1/2) of Section Thirteen (13), Township Thirty-Five (35) North, Range Nine (9) West of the Second Principal Meridian, described as commencing at the intersection of the center line of County Road 330 with the East line of Section Thirteen (13); thence Westerly along said center line 200 feet; thence South 0 degrees East at an angle of 90 degrees to said center line, 90 feet; thence North 90 degrees East 200 feet, more or less, to the East line of Section Thirteen (13); thence North along said East line 90 feet, more or less, to the place of beginning, in Lake County, Indiana. (b) Part of the East Half (E1/2) of the Southeast Quarter (SE1/4) and that part of the East Half (E1/2) of the Northeast Quarter (NE1/4) of Section Thirteen (13), Township Thirty-Five (35) North, Range Nine (9) West of the Second Principal Meridian, described as commencing at a point on the West line of said East Half (E1/2) of the Southeast Quarter (SE1/4) and 460.00 feet South of the Northwest (NW) corner thereof; thence North 00 degrees 08 minutes 16 seconds West along the West line of said East Half (E1/2) of the Southeast Quarter (SE1/4) and the West line of said East Half (E1/2) of the Northeast Quarter, 623.20 feet, more or less, to the centerline of Old Lincolnway; thence Southeasterly along said centerline to a point lying 430.00 feet East of the West line of said East Half (E1/2) of the Southeast Quarter (SE1/4); thence South 00 degrees 08 minutes 16 seconds East parallel with said West line of the East Half (E1/2) of the Southeast Quarter (SE1/4), 468.83 feet more or less; thence South 89 degrees 39 minutes 32 seconds West, parallel with the North line of said Southeast Quarter (SE1/4) (South line of said Northeast Quarter (NE1/4), 430.00 feet to the point of beginning, all in Lake County, Indiana.

Excepting these portions deeded to Yeagar (C.), Sikma (D.), and Zakutansky (E.), as hereinafter described.

Said owner having a fair pro-rata share of thirty-eight and fifty seven one hundredths (38.57%) at a cost of Forty-Nine Thousand Seven Hundred Twenty Five Dollars and Fifty One Cents (\$49,725.51).

B. Andrew S. Fuzy is the owner of 1.2 acres legally described as follows:

All that part of the SE1/4 of the SE1/4 of Section 13,

Township 35 North, Range 9 West of the 2nd P.M. that lies Westerly of the Westerly right-of-way line of the Chicago and Erie Railroad, in Lake County, Indiana.

Said owner having a fair pro-rata share of .68 percent (.68%) at a cost of Eight Hundred Eighty Four Dollars and One Cent (\$884.01)

C. Robert H. Yeager and Musetta L. Yeager, Husband and Wife are the owners of .8 acres legally described as follows:

The West 100 feet of the following described real estate:

The North 345 feet of the East 440 feet of the East 660 feet of the North 1002 feet of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section 13, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, excepting therefrom the North 90 feet of the East 200 feet, lying south of Old Lincoln Highway or Joliet Road.

Said owners having a fair pro-rata share of .46 percent (.46%) at a cost of Five Hundred Eighty Nine Dollars and Thirty Four Cents (\$589.34).

D. Harry Sikma and Grace Sikma, Husband and Wife are the owners of .8 acres legally described as follows:

The East 100 feet of the West 200 feet of the following described real estate:

The North 345 feet of the East 440 feet of the East 660 feet of the North 1002 feet of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section 13, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, excepting therefrom the North 90 feet of the East 200 feet, lying South of Old Lincoln Highway or Joliet Road.

Said owners having a fair pro-rata share of .46 percent (.46%) at a cost of Five Hundred Eighty Nine Dollars and Thirty Four Cents

(\$589.34).

E. Joseph Zakutansky and Dianna Zakutansky, Husband and Wife,
are the owners of 1.2 acres legally described as follows:

The East 200 feet of the following described real estate:

The North 345 feet of the East 440 feet of the East 660 feet of the North 1002 feet of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section 13, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, excepting therefrom the North 90 feet of the East 200 feet, lying South of Old Lincoln Highway or Joliet Road.

Said owners having a fair pro-rata share of .68 percent (.68%) at a cost of Eight Hundred Eighty Four Dollars and One Cent (\$884.01).

F. Caroline L. Phillips is the owner of 4 acres legally described as follows:

Part of the SW1/4 of the NE1/4 and Part of the NW1/4 of the SE1/4 of Section 13, Township 35 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, described as: Beginning at the Northeast corner of the NW1/4 of the SE1/4; thence South 00°08'16" East along the East line of the NW1/4 of the SE1/4 a distance of 499.87 feet; thence South 89°39'32" West and parallel to the North line of the NW1/4 of the SE1/4 of said Section 13 a distance of 240.34 feet; thence North 00°08'16" West, 499.87 feet to the North line of the NW1/4 of the SE1/4 of said Section 13; thence North 00°15'08" East and parallel to the East line of the SW1/4 of the NE1/4 of said Section 13 a distance of 286.86 feet to the center line of County Road 330; thence South 63°06'45" east, along the center line of said County Road, 270.08 feet more or less to the East line of the SW1/4 of the NE1/4 of said Section 13; thence South 00°15'08" east, 163.29 feet more or less to the point of beginning, containing 4.000 acres more or less.

Said owner having a fair pro-rata share of 2.28 percent (2.28%) at a cost of Two Thousand Nine Hundred Forty-Six Dollars and Seventy

Cents (\$2,946.70).

G. Northern Indiana Public Service Company, an Indiana Corporation is the owner of 3.2 acres legally described as follows:

A parcel of land in the Southwest Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 9 West of the 2nd P.M., in St. John Township, Lake County, Indiana described as follows: Beginning at the intersection of the West line of said Southwest Quarter of the Quarter and the Centerline of County Road No. 330; thence South 0 Degrees 16 Minutes 55 Seconds East along said West line, 287.12 feet to the Northeasterly Right-of-Way line of the Chicago and Erie Railroad; thence south 28 Degrees 50 Minutes 25 Seconds East along said Right-of-Way line, 605.30 feet to the South line of said Southwest Quarter of the Quarter; thence North 0 Degrees 15 Minutes 08 Seconds West, 6823.55 feet to the Centerline of County Road No. 330; thence North 65 Degrees 06 Minutes 01 Seconds West along said Centerline, 320.15 feet to the Point of Beginning, in Lake County, Indiana. Containing 3.22 acres, more or less.

Said owner having a fair pro-rata share of 1.83 percent (1.83%) at a cost of Two Thousand Three Hundred Fifty Seven Dollars and Thirty-Six Cents (\$2,357.36).

H. Melvin M. Lankford and Carolyn S. Lankford, Husband and Wife, are the owners of 5.2 acres legally described as follows:

Part of the East Half of the Southeast Quarter and part of the East Half of the Northeast Quarter of Section 13, Township 35 North, Range 9 West of the Second P.M., described as commencing at a point on the West line of said East Half of the Southeast Quarter and 460.00 feet South of the Northwest corner thereof; thence North 00°08 minutes 16 seconds West along the West line of said East Half of the Southeast Quarter and the West line of said East Half of the Northeast Quarter, 623.20 feet, more or less, to the centerline of Old Lincolnway; thence Southeasterly along said centerline to a point lying 430.00 feet East of the West line of said East Half of the Southeast Quarter; thence South 00°08 minutes 16 seconds East, parallel with said West line of the East Half of the Southeast Quarter, 468.83 feet, more or less;

thence South 89° 39 minutes 32 seconds West, parallel with the North line of said Southeast Quarter (South line of said Northeast Quarter), 430.00 feet to the point of beginning, containing 5.23 acres, more or less, all in Lake County, Indiana.

Said owners having a fair pro-rata share of 2.97 percent (2.97%) at a cost of Three Thousand Eight Hundred Thirty Dollars and Seventy Cents (\$3,830.70).

I. The Brunswick American Legion is the owner of 10.3 acres legally described as follows:

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That part of the West 1/2 of the East 1/2 of Section 13, Township 35 North, Range 9 West of the 2nd Principal Meridian, in the Town of Schererville, of Lake County, Indiana, described as follows: Commencing at the point of intersection of the West line of said East 1/2 of said Section and the Southwesterly right of way line of the Chicago and Erie Railroad, formerly Chicago and Atlantic Railway Company; thence South, along said West line 1,280 feet; thence East at right angles, 700 feet, more or less, to the Southwesterly right of way line of said Chicago and Erie Railroad; thence Northwesterly along said Southwesterly line of said Chicago and Erie Railroad, to the place of beginning.

Said owner having a fair pro-rata share of 5.88 percent (5.88%) at a cost of Seven Thousand Five Hundred Eighty Seven and Seventy Five Cents (\$7,587.75).

J. Hawk Development Corp. is the owner of 68.7 acres legally described as follows:

Parcel 1: Description: Part of the Southwest Quarter of the Northeast Quarter (SW1/4, NE1/4) and of the West Half of the Southeast Quarter (W1/2, SE1/4) of Section 13, Township 35 North, Range 9 West of the Second Principal Meridian in St. John Township, Lake County, Indiana, described as follows: Beginning at a point on the East line of the West Half, Southeast Quarter of said Section 13 which part is 499.87 feet South of the

Northeast corner thereof; thence South 0° 08' 16" East, along said East line of the W1/2, SE1/4, a distance of 1388.33 feet to a point of intersection with the Northeasterly R/W line of the former Chicago and Erie Railroad; thence North 28° 50' 25" West, along said Northeasterly R/W line, a distance of 2148.54 feet to a point of intersection with the South line of the SW1/4, NE1/4 of said Section 13; thence North 0° 15' 08" West, 682.55 feet to a point on the centerline of U.S. Highway 330 (Old Lincoln Highway), which point lies 320.15 feet Southeasterly of the intersection of said centerline with the West line of the SW1/4, NE1/4 of said Section 13; thence Southeasterly, along the centerline of said U.S. Highway 330, a distance of 884.48 feet, more or less, to a point of intersection with a line which is parallel to and 240.34 feet West of the East line of said SW1/4, NE1/4; thence South 0° 15' 08" East, along said parallel line, 286.86 feet to a point of intersection with the south line of said SW1/4, NE1/4; thence continuing South 0° 08' 16" East, parallel with the East line of W1/2, SE1/4 of said Section 13, a distance of 499.87 feet; thence North 89° 39' 32" East, parallel with the North line of said W1/2, SE1/4, a distance of 240.34 feet to the point of beginning, containing 28.486 Acres, more or less.

Parcel 2: Description: Part of the West Half of the Southeast Quarter (W1/2, SE1/4) of Section 13, Township 35 North, Range 9 West of the Second Principal Meridian in Schererville, Lake County, Indiana, described as follows: Beginning at the Southwest corner of the W1/2, SE1/4 of Section 13; thence North 0° 03' 11" West, along the West line of said W1/2, SE1/4 (centerline of Burr St.), 1587.12 feet, more or less, to a point lying 1280 feet South of the intersection of said centerline of Burr Street with the Southwesterly R/W line of the former Chicago and Erie Railroad; thence North 89° 56' 49" East, at right angles from the centerline of Burr Street, 703.32 feet to a point of intersection with the aforesaid Southwesterly railroad R/W line; thence Southeasterly, along said Southwesterly R/W line, 1289.88 feet to a point of intersection with the East line of the W1/2, SE1/4 of said Section 13; thence South 0° 08' 16" East, along the East line of said W1/2, SE1/4, a distance of 453.99 feet to the Southeast corner of said W1/2, SE1/4; thence South 89° 49' 55" West, along the south line of said W1/2, SE1/4, a distance of 1325.15 feet to the point of beginning, containing 40.161 Acres, more or less.

Said owner having a fair pro-rata share of 39.26 percent (39.26%)

at a cost of Fifty Thousand Six Hundred Nine Dollars and Fifty Two Cents (\$50,609.52), provided however that said owner has advanced the entire cost of installation pursuant to I.C. 1971, 36-9-22-5(c) and that no further reimbursement is due from said owner.

K. That the remainder of said service area, consisting of 11.3 acres, more or less, including but not limited to, former railroad right-of-way, public street, and municipally owned property shall not be included in this reimbursement contract, but such remainder in the amount of 6.93 percent (6.93%) and Eight Thousand Nine Hundred Thirteen and Eighty Six Cents (\$8,913.86) shall be born by Hawk Development Corp. without reimbursement.

5. That pursuant to the provisions of I.C. 1971, 36-9-22-3, upon their completion and acceptance by the Town of Schererville, the sewage works shall become the property of the municipality who shall be responsible for the operation and maintenance of the lift station and force main and shall collect the sewage rates upon such system as established by the Town of Schererville.

6. No portion of any parcel identified in any of the subparagraphs of paragraph 4 shall be granted a permit or authorized to use or deposit any sewage into any sewer works contracted for under this agreement by the Town of Schererville, its agencies, boards or commission, until such time as the sums set forth for the whole of that parcel are paid to the municipality, which sum shall be paid without appropriation, to Hawk Development Corp., pursuant to the provisions of I.C. 1971, 36-9-22-4(2)(B) within sixty (60) days after their date of receipt. It is provided

that any parcels, or portions thereof, identified in paragraph 4 that shall be acquired by the Town of Schererville by eminent domain or other means, shall not require any payment by the Town to Hawk Development Corp. of any proportionate share of expense; provided further that any remainder of any such parcel not acquired by the Town shall be encumbered by the full assessment of the entire parcel described in the appropriate subparagraph of paragraph 4, which shall be paid as provided above.

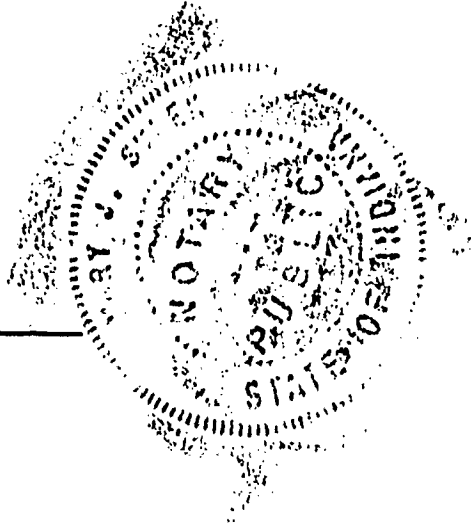
7. In the event any person, entity, or corporation makes connection to the sewage works without approval of the municipal works board and payment to the municipality of the sums set forth above, the Town of Schererville shall remove, or cause to be removed, the unauthorized tap or connection and may dispose of such materials that are removed.

8. That as part of the consideration running to the Town of Schererville, Hawk Development Corp. and its successors in title, waive its right to remonstrate against pending or future annexation of any of the areas served by the sewage works, and any person tapping into or connecting to the sewage works, upon the approval of the municipal works board and payment to the municipality of the charges set forth above, shall be considered to waive his right to remonstrate against the annexation of the area served by the sewage works, and as a pre-condition to such connection, any person set forth above, must, as a condition of connection, waive his or her right to remonstrate against pending or future annexations by the municipality of the areas served by the sewage works.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of May, 1990.

TOWN OF SCHERERVILLE
TOWN COUNCIL

BY: Victor Banter
VICTOR BANTER, President



ATTEST:

Clarence T. Kuhn
CLARENCE KUHN
Clerk-Treasurer

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STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named VICTOR BANTER and CLARENCE KUHN of the Town of Schererville as Town Council President and Clerk-Treasurer, who acknowledged the execution of the foregoing Contract for Construction of Sewage Work as the free and voluntary act of said Town, and as its free and voluntary act, acting for such Town.

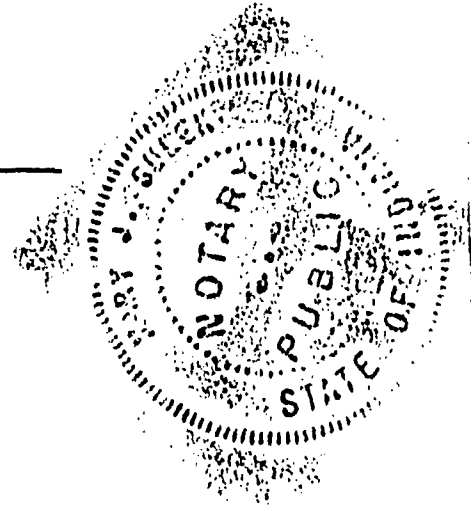
Witness my hand and seal this 15 day of May, 1990.

Mary J. Subek
Notary Public

My Commission Expires: 3/13/92
County of Residence: Lake County

TOWN OF SCHERERVILLE
UTILITY BOARD

BY: Bob R. Grisham
BOB R. GRISHAM, President



ATTEST:

Clarence T. Kuhn
CLARENCE KUHN
Clerk-Treasurer

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STATE OF INDIANA

COUNTY OF LAKE

SS:

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Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BOB R. GRISHAM and CLARENCE KUHN of the Town of Schererville as Utility Board President and Clerk-Treasurer, who acknowledged the execution of the foregoing Contract for Construction of Sewage Work as the free and voluntary act of said Town, and as its free and voluntary act, acting for such Town.

Witness my hand and seal this 15 day of May, 1990.



Mary J. Sulek
Notary Public

My Commission Expires:
County of Residence:

3/13/92
Lake

HAWK DEVELOPMENT CORP.

BY:

J.W. Hawk
J.W. HAWK, President

ATTEST:

J.W. Hawk
J.W. HAWK, Secretary

STATE OF INDIANA

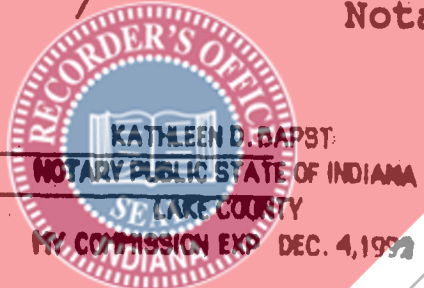
COUNTY OF LAKE

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Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named J.W. HAWK and J.W. HAWK of Hawk Development Corp. as President and Secretary, who acknowledged the execution of the foregoing Contract for Construction of Sewage Work as the free and voluntary act of said Corporation, and as its free and voluntary act, acting for such Corporation.

Witness my hand and seal this 31ST day of MAY, 1990.

Kathleen D. Bapst
Notary Public



My Commission Expires:
County of Residence:



This Instrument Prepared By: Michael L. Muenich
Hand, Muenich, Wilk & Reid
3235 - 45th Street
Highland, Indiana 46322
219/924-2640