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**CONTRACT FOR REIMBURSEMENT FOR
WATER UTILITY IMPROVEMENTS
LOCATED AT 1736 SOUTH BROAD STREET,
GRIFFITH, INDIANA**

This CONTRACT made and entered into this 10th day of Dec., 1997, by and between the TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, a Municipal Corporation (hereinafter called "TOWN"), and RONALD & BARBARA HOOPER, Husband and Wife (hereinafter called "OWNERS").

WHEREAS, the OWNERS own a parcel of Real Property, located at 1736 South Broad Street, Griffith, Lake County, Indiana, and intend to construct additions to said Real Property; and

WHEREAS, in order to allow the OWNERS to have water utility access to said property, the OWNERS agree with the TOWN to construct an Eight inch (8") water line and hydrant (hereinafter called "Improvements") on said Real Property, with said water line being connected to the OWNERS property from a water line at property South of the OWNERS property, at OWNERS cost and charge; and

WHEREAS, the OWNERS and the TOWN agree that the decision to construct said Improvements shall rest solely within the discretion of the OWNERS; and

WHEREAS, the OWNERS, in accordance with their Agreement, and in accordance with plans and specifications prepared for and submitted to the TOWN for approval by the TOWN Engineer at a regularly scheduled public meeting, will cause said Improvements to be constructed, including the incidental expenses connected therewith; and

WHEREAS, the TOWN, having approved the location of said Improvements, will inspect said Improvements' construction and facilities and verify conformance with the design plans and specifications approved by the TOWN Engineer; and

WHEREAS, the TOWN, after completion of the above-identified inspection and acceptance of said Improvements, will thereafter maintain and operate said Improvements as its sole responsibility, except as provided by any maintenance bond required by Town Ordinance to be posted by OWNERS; and

WHEREAS, it is provided pursuant to the terms of this CONTRACT that Reimbursement shall be required from Persons, Firms or Corporations who shall tap into or otherwise use such Improvements after construction thereof; and

WHEREAS, the OWNERS, having paid for said Improvements, seek to be reimbursed for such payments made to construct said Improvements from Persons, Firms or Corporations, as described above.

NOW, THEREFORE, it is agreed as follows:

FILED

DEC 18 1997

SAM ORLICH
AUDITOR LAKE COUNTY

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

1. That the Real Estate where said Improvements will be constructed is legally described on Exhibit "A", which is attached hereto, and made a part hereof. The Real Estate where subsequent extension and connection is anticipated and expected to the Improvements is also legally described on Exhibit "A".

2. For a period of Fifteen (15) years from the date of recording this CONTRACT, the owners of any Real Estate who have not contributed to said Improvements, and who subsequently tap into or otherwise use said Improvements, shall pay their pro-rata share of the total cost of said Improvements to the Town of Schererville Clerk-Treasurer.

3. It is specifically agreed and determined that the fair pro-rata cost of the construction of said Improvements allocable to any owners of Real Estate in the area served, not contributing to the original costs thereof, but, nevertheless benefited thereby, shall be determined on the ratio of the acreage that such owner bears to the total acreage of all of the Real Estate located and contained within the Real Estate area being served. The exact costs of said construction are identified on Exhibit "B", which is attached hereto, and made a part hereof.

It is further agreed that the fair pro-rata share of the cost of construction includes interest at a rate not exceeding the amount of interest allowed on judgments, presently at Eight percent (8.00%) per annum, and the interest shall be computed from the date of the recording of this CONTRACT until the date payment is made to the Town of Schererville. Any monies owed by the TOWN to the OWNERS shall not bear interest for the first Sixty (60) days after collection of the same. However, any payment made by the TOWN to the OWNERS after said Sixty (60) days shall include interest.

4. It is further agreed that no Person, Firm or Corporation shall be granted a permit or authority to tap into or use said Improvements within Fifteen (15) years next following the date of the recording of this CONTRACT without first paying to the TOWN, in addition to any and all other costs, deposits and charges made or assessed for such Improvements, the amount required by the preceding paragraph of this CONTRACT. All amounts so received by the TOWN shall be paid out by said TOWN, without appropriation, to the OWNERS, within Sixty (60) days after receipt thereof. Whenever any tap is made in connection with said Improvements without such payment having been first made, the TOWN shall remove or cause to be removed such unauthorized tap or connection to said Improvements. All such amounts collected by the TOWN shall be paid out and reimbursed to the OWNERS, or its assigns, without appropriation, within Sixty (60) days after receipt by the TOWN. Whenever any tap-in or connection is made without the consent and approval of the TOWN, and without such payment having been first made and approved, the TOWN shall take appropriate remedies to remove said tap-in or connection as provided by law. The OWNERS shall also have the right to take such appropriate remedies to remove any such unauthorized tap-in connection made without the consent and approval of the TOWN, as provided by applicable law.

5. In the event that this Agreement is determined to be unenforceable as a matter of law, the TOWN shall bear no liability for any pro-rata share of construction costs related to the Improvements herein.

R. L. Hooper
RONALD HOOPER

Barbara Hooper
BARBARA HOOPER

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared RONALD & BARBARA HOOPER, Husband and Wife, who acknowledged the execution of the foregoing Reimbursement Agreement as their voluntary act and deed. IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal.

My Commission Expires:

6-12-99

Marguerite A. Schuster
Notary Public

Resident of LAKE County, IN

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1

The West 313.2 feet of the North 478.25 feet of the South 496.5 feet of the East Half of the Southwest Quarter of Section 11, Township 35 North, Range 9 West of the Second Principal Meridian all in Lake County, Indiana, excepting therefrom the East 100 feet of the South 15 feet, containing 148444.5 square feet more or less.

Parcel 2

the South 495 feet of the East 382 feet of the West Half of the Southwest Quarter of Section 11, Township 35 North, Range 9 West of the Second Principal Meridian all in Lake County, Indiana, excepting therefrom the North 403 feet of the West 116 feet and also excepting the South 92 feet of the East 60 feet, containing 136822 Square Feet more or less.

EXHIBIT "B"

CONSTRUCTION COSTS

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|----|---|-------------|
| 1. | Kal Construction Bid: | |
| A. | 275' - 8" Class 5 DIWM; 1 - 12" x 8" epoxy-coated tapping sleeve/valve/box; 1 - Fire hydrant; Sawcut and patch Joliet Street and one asphalt drive; and Haul off excess sand and existing asphalt removed. | \$15,500.00 |
| B. | 4 - 1" Type K copper service stub @ \$400.00 each. | \$1,600.00 |
| 2. | Road Cut Permit | \$27.50 |
| 3. | Restoration | \$3,000.00 |
| | TOTAL: | \$20,127.50 |

Dusteen, Reed & Decker 130 N. Main St. C. P. 46307