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SANITARY SEWER REIMBURSEMENT AGREEMENT

This **SANITARY SEWER REIMBURSEMENT AGREEMENT** (hereinafter "Agreement") is entered into this 3rd day of December, 2012, by and between **DEER CREEK INVESTORS, LLC**, an Indiana Limited Liability Company (hereinafter referred to as the "Developer"), and the **TOWN OF WINFIELD, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected and acting **TOWN COUNCIL**, and the **TOWN OF WINFIELD SANITARY DISTRICT**, acting by and through its duly appointed and acting **SANITARY BOARD** (hereinafter collectively referred to as the "Town").

2013 FEB 22 3 27

RECITALS

WHEREAS, the Town is a unit of local government located in Lake County, Indiana, which owns and operates a Municipal Sanitary Sewer utility; and

WHEREAS, the provisions of Indiana Code §36-9-22, *et seq.*, authorize Municipal corporations to enter into agreements with property owners for the construction of Sanitary Sewer Utility Infrastructure Projects; and

WHEREAS, the Developer is the owner of certain real estate located within the Town of Winfield, Lake County, Indiana, which real estate is legally described on *Exhibit A*, attached hereto and incorporated herein (hereinafter the "Property"), which Property is part of the Deer Creek Estates subdivision that is subject to Town land use approval and utility extension standards; and

WHEREAS, the Town and the Developer acknowledge that there are numerous operational and functional deficiencies with the Lift Station that the Deer Creek Estates and Wyndance subdivisions (hereinafter "Subdivisions") are connected to for sanitary sewer collection for treatment in the Town; and

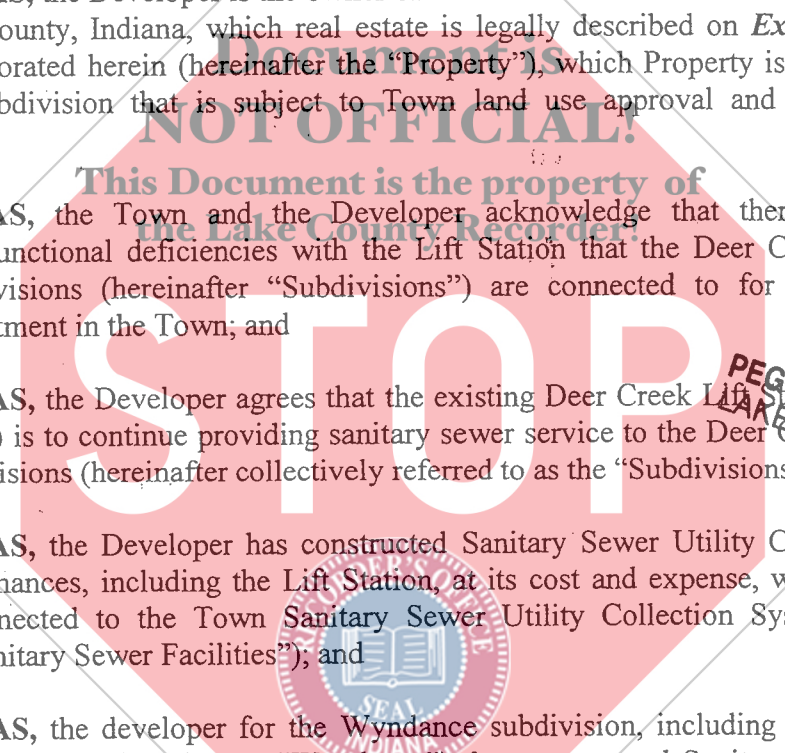
WHEREAS, the Developer agrees that the existing Deer Creek Lift Station (hereinafter the "Lift Station") is to continue providing sanitary sewer service to the Deer Creek Estates and Wyndance subdivisions (hereinafter collectively referred to as the "Subdivisions"); and

WHEREAS, the Developer has constructed Sanitary Sewer Utility Collection System lines and appurtenances, including the Lift Station, at its cost and expense, which is currently existing and connected to the Town Sanitary Sewer Utility Collection System (hereinafter referred to as "Sanitary Sewer Facilities"); and

WHEREAS, the developer for the Wyndance subdivision, including affiliated entities (hereinafter collectively referred to as "Wyndance"), has constructed Sanitary Sewer lines and appurtenances to the Developer's Lift Station, not in accordance with the plans for the Sanitary Sewer Facilities; and

WHEREAS, the Developer shall convey and transfer the Lift Station, and any Sanitary Sewer Facilities related thereto, to the Town, through a separate Sewage Lift Station Transfer

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL J. ...
RECORDED
MAR 26 2013
PEGGY HOLLINGRATH
LAKE COUNTY AUDITOR



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Agreement, attached hereto as **Exhibit B**, before completion of and inspection and acceptance of same by the Town; and

WHEREAS, Wyndance has agreed with the Town to operate the Lift Station at its sole expense after executing the Lift Station Repair Agreement (hereinafter referred to as the "Repair Agreement"), on April 4, 2012, a copy of which is attached hereto as **Exhibit C**, and for a period of one (1) year commencing on the date from which Wyndance brings the condition of the Lift Station up to the specifications and standards established under the Repair Agreement, following completion of an inspection and acceptance of the Lift Station by the Town; and

WHEREAS, upon Developer conveying and transferring the Lift Station and Sanitary Sewer Facilities, in form and substance acceptable to the Town, the Town shall make a payment to the Developer in the amount of Sixty-Two Thousand and 00/100 Dollars (\$62,000.00) from the called performance bond funds from Wyndance in the amount Ninety-Seven Thousand Nine Hundred Dollars (\$97,900), which the Town called for use in implementing a permanent solution to the existing emergency operational condition of the Lift Station; and

WHEREAS, the Town Council of the Town of Winfield has determined that it is appropriate and necessary to enter into a Sanitary Sewer Reimbursement Agreement under applicable Indiana Law with the Developer for the additional tap-ins and connections to the Town Sanitary Sewer Utility Collection System by other real estate owners that will be served by same; and

WHEREAS, the Town and Developer agree to set forth herein the terms and provisions of this Sanitary Sewer Reimbursement Agreement in order to avoid any misunderstandings and to set forth clearly all terms, provisions and understandings regarding the duties and responsibilities of the Developer and the Town.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and other valuable consideration, all of which is acknowledged by the Parties, and which is set forth herein, the Town and Developer agree as follows, namely:

1. **Recitals Incorporated.** The Town and Developer agree that the Recitals set forth hereinabove are an inherent part of, and are incorporated herein. Further, said Recitals shall be used to interpret this Agreement hereafter.
2. **Owner.** Developer is now, and at all pertinent times was, the owner of the real estate legally described on **Exhibit A**, attached hereto and incorporated herein.
3. **Sanitary Sewer Facilities.**
 - A. The Sanitary Sewer Facilities are specifically described on **Exhibit D**, attached hereto and incorporated herein. The Developer has paid, or will have paid, for the construction

of the Sanitary Sewer Facilities, and all related expenses related to the design, construction, installation, and testing of the Sanitary Sewer Facilities.

B. The Developer has built, constructed, installed, and paid for the Sanitary Sewer Facilities currently existing, with the exception of additional Sanitary Sewer Facilities installed and connected by Wyndance not pursuant to plans, specifications, and drawings submitted to the Town, and without approval by the Town. The Town has not been provided full, true and accurate copies of such plans, specifications and drawings, as submitted, including any as built drawings identify both the Developer's and the aforementioned Wyndance Sanitary Sewer Facilities, as part of its official records.

C. The Parties acknowledge that additional Sanitary Sewer Facilities have been built, constructed, installed, and paid for by Wyndance, but such are not included in the approved plans, specifications, and drawings submitted to and approved by the Town for the Developer.

D. The Parties agree that the Developer's Sanitary Sewer Facilities, with the additions made thereto by the developer of the Wyndance Subdivision, are sized, extended, located, and constructed in such a way so as to not only be sufficient to serve the limited needs of Developer's Property, but to be sufficient to serve the anticipated and foreseeable future needs of the Benefited Real Estate (hereinafter referred to as "Benefited Real Estate"), as partially identified in *Exhibit E*, attached hereto.

E. The Parties agree that the Town shall pay Developer the Transfer Price amount of Sixty-Two Thousand and 00/100 Dollars (\$62,000.00), which includes the forty (40) sewer tap credits at the agreed Eight Hundred and 00/100 Dollars (\$800) per tap fee to be paid as set forth herein and further described in the Lift Station Transfer Agreement, attached hereto as *Exhibit B*, upon conveyance and transfer of the Lift Station to the Town, in form and substance acceptable to the Town.

4. **Reimbursement Fees.**

A. For a period of fifteen (15) years from January 1, 2008, the Sanitary Sewer Facilities are accepted by the Town, and it is agreed that the owners of the Benefited Real Estate who subsequently tap into or use the Sanitary Sewer Facilities, with the specific exclusion of the first forty (40) taps that are credited to the Developer pursuant to the Repair Agreement and Lift Station Transfer Agreement for the existing Wyndance Subdivision connections, shall pay their fair pro rata share of the costs of the construction of the Sanitary Sewer Facilities, as determined and provided for in Rhetorical Paragraph 3. B., hereinafter, for the privilege of connecting to and using the Town's Sanitary Sewer Utility. This provision shall apply to all owners of Benefited Real Estate, subject to such reasonable rules and regulations as the Town may adopt, provided, however, that the provisions of this Sanitary Sewer Reimbursement Agreement shall be effective as to all owners of the Benefited Real Estate, including the undeveloped portion of the Wyndance Subdivision without connections to the Sanitary Sewer Facilities. Further, this Sanitary Sewer Reimbursement Agreement has been recorded, or will be recorded, in the Office of the Recorder of Lake County, Indiana, and will be applicable to all owners of Benefited Real Estate who tap into, uses, or connects to the Sanitary Sewer Facilities identified herein.

B. The Town, its Consulting Engineers, and the Developer have reviewed and agreed upon the reasonableness of the Developer's costs and expenses for planning, building, laying, and constructing the Sanitary Sewer Facilities, in accordance with the plans, drawings and specifications, and it was agreed, and it is hereby affirmed, that the actual and reasonable costs and expenses thereof were and are in the gross sum provided on *Exhibit D* attached hereto and incorporated herein and an itemized list of the costs are provided on *Exhibit D*. The amount to be paid by each owner of the Benefited Real Estate shall be Eight Hundred and 00/100 Dollars (\$800.00) as established by a separate Sewage Lift Station Repair Agreement, attached hereto as *Exhibit B*, and incorporated herein (hereinafter referred as "Reimbursement Fee").

C. The Parties agree that the Developer will have fully paid and discharged any and all tap-in or connecting charges as to the Sanitary Sewer Facilities with respect to the Developer's Property. It is further agreed that any persons or entities who own any portion of the Benefited Real Estate within the period of fifteen (15) years from January 1, 2008, shall pay a fair pro rata share of the Total Cost of the construction of the Sanitary Sewer Facilities to connect to and utilize the Sanitary Sewer Facilities. This provision shall apply not only to direct users, but also to users of any lateral or connecting Sanitary Sewer lines connecting to the Sanitary Sewer Facilities.

D. The Reimbursement Fees shall bear interest at a rate equal to Eight Percent (8%) as set forth in I.C. §24-4.6-1-101. Interest shall be computed from the date the Sanitary Sewer Facilities are accepted by the Town to the date payments of the Reimbursement Fee are made by any owners of the Benefited Real Estate.

E. Each Reimbursement Fee, plus accrued interest, collected by the Town pursuant to this Agreement shall be paid to Developer, or such other person or entity as Developer may direct by written notice to the Town, within sixty (60) days following collection thereof by the Town. The Town may retain an amount not to exceed one percent (1%) of the total amount collected for each owner of the Benefited Real Estate.

5. **Town Engineer Approval.** The Parties agree that the submission made by Developer upon completion of the Sanitary Sewer Facilities and prior to the acceptance thereof by the Town have been reviewed by the Town's Consulting Engineers who have determined that the costs and charges established as the Reimbursement Fee and submitted by the Developer are reasonable.

6. **Collection of Reimbursement Fee.** The Parties agree that the Town shall be responsible for the collection of the Reimbursement Fee provided herein and that all such amounts received by the Town shall be paid out directly to the Developer, its successors and assigns, without appropriations, within ninety (90) days after the receipt of same. The Town agrees not to allow any person or entity to tap into, or use, the Sanitary Sewer Facilities which are subject to the jurisdiction of the Town unless the Reimbursement Fees required hereunder have been paid to the Town, and all rules, regulations and conditions pertaining to sanitary sewers adopted by the Town have been complied with. In the event that a tap or connection is made into the Sanitary Sewer Facilities without payment having been made, the Town shall

remove, or cause to be removed, such unauthorized tap or connection and all connecting pipe located in the Sanitary Sewer Facilities right-of-way and dispose of such unauthorized material so removed without liability. For purposes of payment of the Reimbursement Fees provided herein, an owner of any part of the Benefited Real Estate who has not contributed to the original cost of the Sanitary Sewer Facilities shall be permitted to tap into or use the Sanitary Sewer Facilities only upon the payment of Reimbursement Fees computed on the acreage owned by such owner and to be served by the Sanitary Sewer Facilities.

7. **Sanitary Sewer Facility Transfer.** The Developer shall convey and transfer the Sanitary Sewer Facilities to the Town, in form and substance acceptable to the Town, free of all liens and encumbrances, and in accordance with the terms and conditions within the Sewage Lift Station Transfer Agreement, attached hereto as *Exhibit B*. Upon acceptance of the Sanitary Sewer Facilities provided herein, the Town shall be responsible for all maintenance and operational expenses of the Sanitary Sewer Facilities upon the expiration of the Transfer Period identified in the Sewage Lift Station Repair Agreement, attached hereto as *Exhibit C*.

8. **Developer's Waiver.** The Parties agree that the Developer, in its sole discretion, may waive the payment of the Reimbursement Fees by issuing a receipt or written satisfaction without the payment of the Reimbursement Fees.

9. **Payment to Developer of Deer Creek.**

- a. The Parties agree that the Town shall pay Developer the Transfer Price amount of Sixty-Two Thousand and 00/100 Dollars (\$62,000.00), which includes the forty (40) sewer tap credits at the agreed Eight Hundred Dollar (\$800) per tap fee to be paid as set forth hereinabove, upon conveyance and transfer of the Lift Station to the Town, in form and substance acceptable to the Town.
- b. The Transfer Price shall be paid out of the Wyndance Performance Bond funds in the amount of Ninety-Seven Thousand Nine Hundred and 00/100 Dollars (\$97,900.00), which Bond Funds have already been called by the Town for use in implementing a permanent solution to the existing and continuing emergency operational condition of the Lift Station.

10. **Consideration**

- c. **Town Consideration.** It is understood and acknowledged by the Parties that the consideration by the Town for entry into this Agreement includes the Town foregoing its right to exercise Option B identified in the Repair Agreement, attached hereto as *Exhibit B*, and any other option allowed under applicable law for use of the called Wyndance Performance Bond funds to execute a permanent solution to the existing continuing emergency operational condition of the Lift Station.
- d. **Developer Consideration.** It is understood and acknowledged by the Parties that the Developer's consideration for entry into this Agreement includes

entry into a three (3) party mutual release between the Town, Wyndance and Developer, as described in the Repair Agreement, attached hereto as *Exhibit B*. Additionally, Developer, in consideration for entry into this Agreement, shall enter into a Sanitary Sewer Reimbursement Agreement with the Town whereby the Developer shall receive and be paid Eight Hundred and 00/100 Dollars (\$800.00) for each sanitary sewer line tap connected to its Sanitary Sewer Facilities, following a forty (40) tap credit to Wyndance, for a period of fifteen (15) years, commencing on January 1, 2008, and ending on December 31, 2022.

MISCELLANEOUS.

11. **Notices.** Any approval, disapproval, demand notice or other communication, hereinafter referred to as "Notice", which either Party may desire or be required to give to the other Party shall be in writing and be given either by personal delivery or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, to the Party to whom the Notice is directed at the address of such Party, as follows:

TOWN:

Town of Winfield
Attn: Town Clerk-Treasurer
P.O. Box 707
Winfield, Indiana 46303
(219) 662-2665

*With a copy to the
Winfield Town Attorney*

Austgen Kuiper & Associates, P.C.
Attn: David M. Austgen, Esq.
130 N. Main Street
Crown Point, Indiana 46307
(219) 663-5600

DEVELOPER:

Deer Creek Investors, LLC
Deer Creek Development, LLC
Precision Homes, Inc.
c/o Greg A. Bower
Koransky, Bower & Poracky, P.C.
425 Joliet Road, Suite 425
Dyer, IN 46311
(219) 865-6700

Any Notice shall be deemed dated, delivered, received and effective on the date of delivery, if personally delivered. If mailed, delivery will be effective Seventy-Two (72) hours after deposit of such Notice, and all required copies, in the United State Mail in the manner set forth above. Any Party may be given Notice in accordance with the terms hereof and change its address for purposes of delivery of Notices.

12. **Interpretation; Governing; Law.** This Agreement shall be construed as if prepared by all Parties. This Agreement shall be construed, interpreted and governed by the Laws of the State of Indiana.

13. **Further Assurances.** Each Party will, whenever, and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver or cause to be executed,

acknowledged and delivered any and all further conveyances, assignments, approvals, consents, and any and all other documents, and do any and all other acts as may be necessary to carry out the intent and purposes of this Agreement.

14. **Entire Agreement; Amendments.** This Agreement represents the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be writing and shall be signed by all Parties hereto.

15. **Severability.** If any term, provision, condition or covenant of this Agreement, or the application thereof, to any party or circumstance shall to any extent be held invalid or unenforceable the remaining terms, provisions, conditions or covenants of this Agreement shall not be affected thereby, and this Agreement, in each term, covenant and condition of this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by applicable Law.

16. **No Waiver.** A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by any other Party shall not be construed as a waiver or any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

17. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective Heirs, Personal Representatives, Successors and Assigns.

18. **Headings.** The headings and captions in this Agreement are for convenience and ease of reference only, and shall not be issued to construe, interpret, expand, or limit the terms of this Sanitary Sewer Reimbursement Agreement.

19. **Corporate/Entity Authority.** The undersigned Person or Persons executing this Contract on behalf of any entity to this Agreement, if any, represent and certify that their entity/entities are in good standing and that they are duly elected or appointed Officers or Representatives of the entity, and are fully empowered to execute and deliver this Agreement, and that all necessary corporate action for the making of this Agreement has been taken and done.

20. **Counterparts.** This Agreement may be signed in counterparts by the parties hereto.

21. **Additional Documents.** The Parties hereto agree to execute any and all additional documents necessary to effectuate the terms and provisions of this Agreement.

22. **Winfield Town Council Public Action.** It is expressly acknowledged and stated that this Agreement is entered into by the Town Council of the Town of Winfield, Lake County, Indiana, after action at a duly noticed public meeting of the Winfield Town Council on the 27th day of NOVEMBER, 2012, and wherein by a vote of 5 in favor, and 0 opposed, the

President of the Town Council, and the Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.

23. **Winfield Sanitary Board Public Action.** It is expressly acknowledged and stated that this Agreement is entered into by the Sanitary Board of the Town of Winfield, Lake County, Indiana, after action at a duly noticed public meeting of the Winfield Sanitary Board on the 3rd day of DECEMBER, 2012, and wherein by a vote of 3 in favor, and 0 opposed, the President of the Sanitary Board, and the Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.

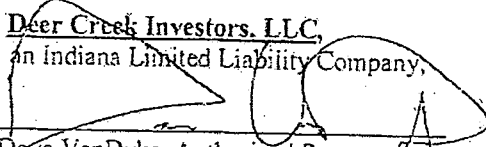
[Signatures on Next Page]



IN WITNESS WHEREOF, the TOWN and the DEVELOPER have executed this Sewage Lift Station Transfer Agreement on this 21 day of Nov, 2012.

DEVELOPER

Deer Creek Investors, LLC,
an Indiana Limited Liability Company,

By: 
Dave VanDyke, Authorized Representative

Date: Nov 21 2012

TOWN

Town of Winfield, Lake County, Indiana,
an Indiana Municipal Corporation,

By: _____
Paulette Skinner, Town Council President

Date: _____

ATTEST:

Richard C. Anderson, Jr.
MBA
Clerk-Treasurer

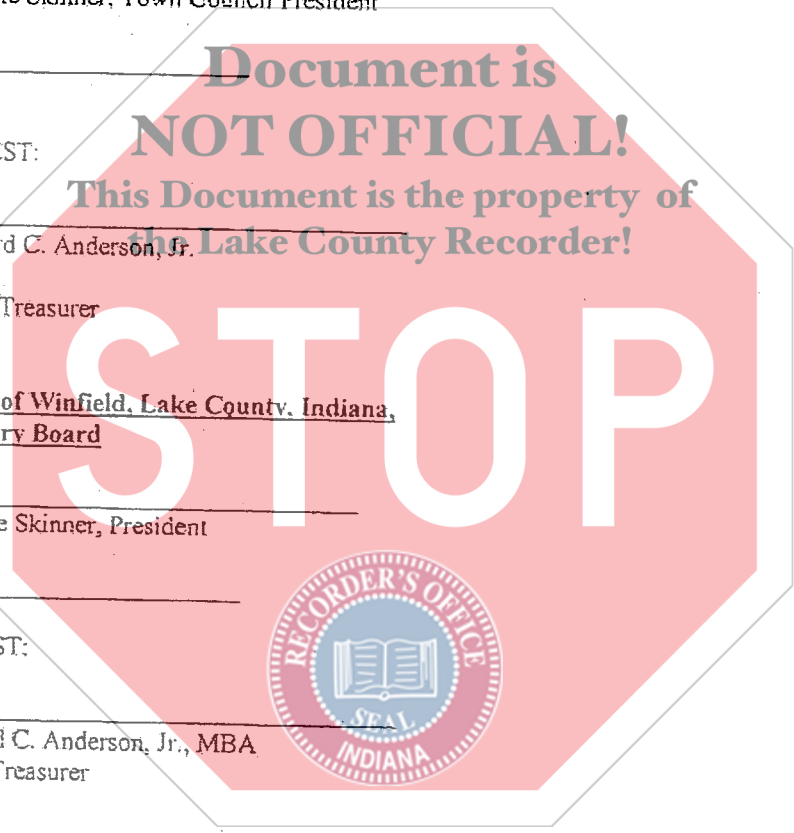
Town of Winfield, Lake County, Indiana,
Sanitary Board

By: _____
Paulette Skinner, President

Date: _____

ATTEST:

Richard C. Anderson, Jr., MBA
Clerk-Treasurer



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Paulette Skinner, Winfield Town Council President, and Richard C. Anderson, Jr. MBA, Town Clerk-Treasurer, in their official capacities, and Not Individually, who, for and on behalf of the Town of Winfield, by and through its Town Council, an Indiana Municipal Corporation, and acknowledged the execution of this Agreement this ___ day of _____, 2012.

IN WITNESS my hand and Notarial Seal.

My Commission Expires: _____, Notary Public
My County of Residence: _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Paulette Skinner, Winfield Town Sanitary Board President, and Richard C. Anderson, Jr. MBA, Town Clerk-Treasurer, in their official capacities, and Not Individually, who, for and on behalf of the Town of Winfield, by and through its Sanitary Board, an Indiana Municipal Corporation, and acknowledged the execution of this Agreement this ___ day of _____, 2012.

IN WITNESS my hand and Notarial Seal.

My Commission Expires: _____, Notary Public
My County of Residence: _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Dave VanDyke, Not Individually, but in his official capacities as Agent of Deer Creek Investors, LLC, an Indiana Limited Liability Company, and who acknowledged the execution of the this Agreement this 21st day of November, 2012.

IN WITNESS my hand and Notarial Seal.

My Commission Expires: 9/25/13, Notary Public
My County of Residence: Porter



IN WITNESS WHEREOF, the TOWN and the DEVELOPER have executed this Sewage Lift Station Transfer Agreement on this 3rd day of December, 2012.

DEVELOPER

Deer Creek Investors, LLC,
an Indiana Limited Liability Company,

By: _____
Dave VanDyke, Authorized Representative

Date: _____

TOWN

Town of Winfield, Lake County, Indiana,
an Indiana Municipal Corporation,

By: Paulette Skinner
Paulette Skinner, Town Council President

Date: 11-27-12

ATTEST:

Richard C. Anderson, Jr.
MBA
Clerk-Treasurer

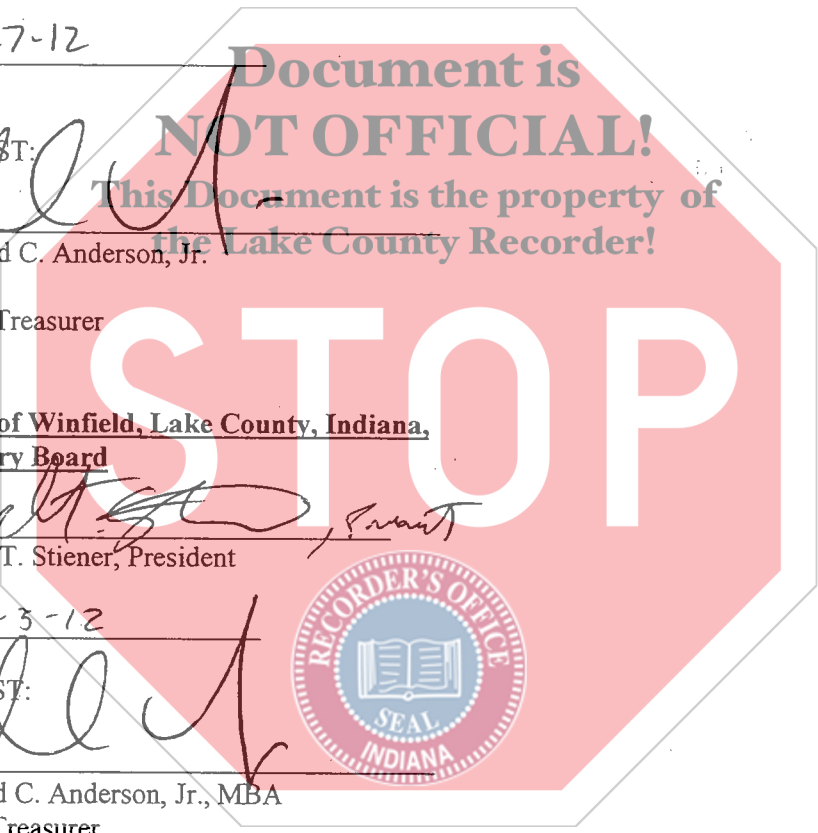
Town of Winfield, Lake County, Indiana,
Sanitary Board

By: Gerald T. Stiener, Sr.
Gerald T. Stiener, President

Date: 12-3-12

ATTEST:

Richard C. Anderson, Jr., MBA
Clerk-Treasurer



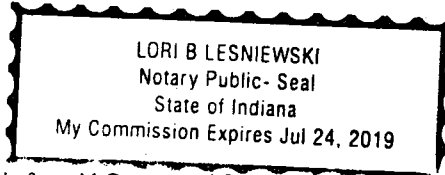
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Paulette Skinner, Winfield Town Council President, and Richard C. Anderson, Jr. MBA, Town Clerk-Treasurer, in their official capacities, and Not Individually, who, for and on behalf of the Town of Winfield, by and through its Town Council, an Indiana Municipal Corporation, and acknowledged the execution of this Agreement this 27 day of November, 2012.

IN WITNESS my hand and Notarial Seal.

Lori Lesniewski
LORI LESNIEWSKI, Notary Public

My Commission Expires: 7/24/19
My County of Residence: Lake



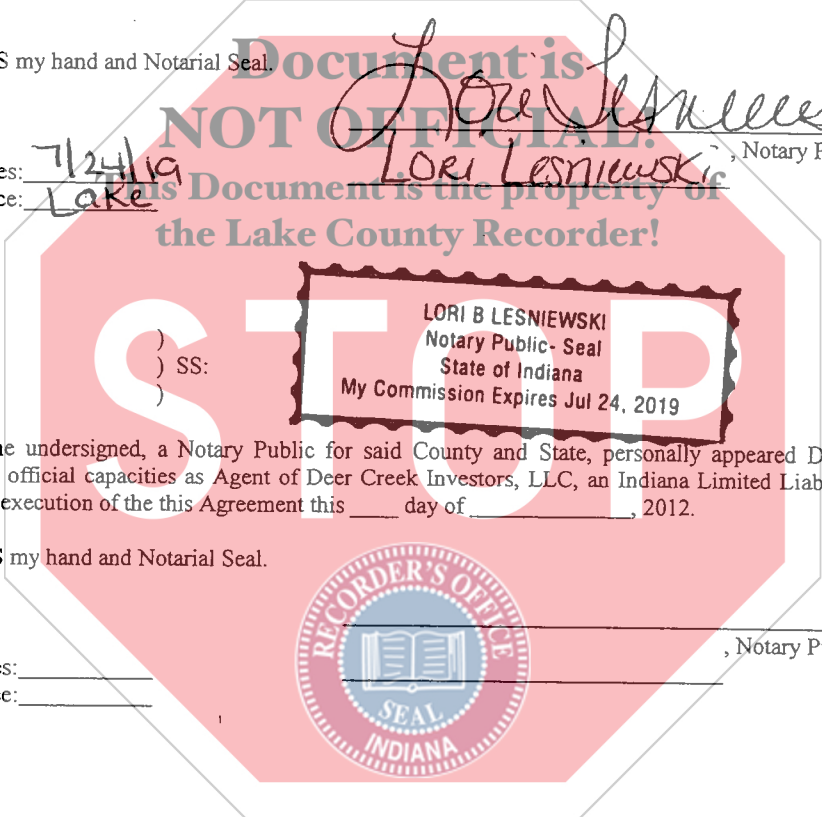
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Gerald T. Stiener, Winfield Town Sanitary Board President, and Richard C. Anderson, Jr. MBA, Town Clerk-Treasurer, in their official capacities, and Not Individually, who, for and on behalf of the Town of Winfield, by and through its Sanitary Board, an Indiana Municipal Corporation, and acknowledged the execution of this Agreement this 3rd day of December, 2012.

IN WITNESS my hand and Notarial Seal.

Lori Lesniewski
LORI LESNIEWSKI, Notary Public

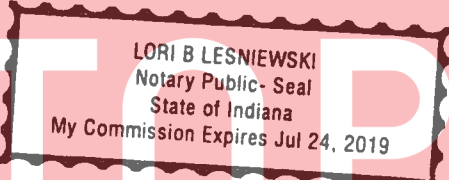
My Commission Expires: 7/24/19
My County of Residence: Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Dave VanDyke, Not Individually, but in his official capacities as Agent of Deer Creek Investors, LLC, an Indiana Limited Liability Company, and who acknowledged the execution of the this Agreement this ___ day of ___, 2012.

IN WITNESS my hand and Notarial Seal.



My Commission Expires: _____
My County of Residence: _____

_____, Notary Public

EXHIBIT A

Legal Description:

Outlot B

Outlot "B" in Deer Creek Estates Phase 1, a Planned Unit Development, to the Town of Winfield, as recorded in Plat Book 97 Page 30 and Plat Book 98 Page 91 in the Office of the Recorder of Lake County, Indiana.



EXHIBIT B

Sewage Lift Station Transfer Agreement:



SEWAGE LIFT STATION TRANSFER AGREEMENT

This **SEWAGE LIFT STATION TRANSFER AGREEMENT** (hereinafter this "Agreement") is entered into this 3rd day of December, 2012, by and between **DEER CREEK INVESTORS, LLC**, an Indiana Limited Liability Company, (hereinafter referred to as the "Developer"), and the **TOWN OF WINFIELD, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected **TOWN COUNCIL**, and the **TOWN OF WINFIELD SANITARY DISTRICT**, acting by and through its duly appointed and acting **SANITARY BOARD** (hereinafter collectively referred to as the "Town").

RECITALS

WHEREAS, the Town is a unit of local government located in Lake County, Indiana; and

WHEREAS, the Sanitary Board is the appointed and acting body overseeing the Town Department of Sewage Works operating a Sanitary Sewer Utility in the Town; and

WHEREAS, the provisions of Indiana Code §36-9-22, *et seq.*, authorize municipal corporations to enter into agreements with property owners for the construction of and transfer of Sanitary Sewer Facilities; and

WHEREAS, the Developer is duly organized, existing, and in good standing with the State of Indiana; and

WHEREAS, the Developer is the owner of certain real estate located within the Town of Winfield, Lake County, Indiana, which real estate is legally described on *Exhibit A*, attached hereto and incorporated herein (hereinafter the "Property"). The Property is the current location of the Deer Creek Sewage Lift Station (hereinafter the "Lift Station"); and

WHEREAS, the Town and Developer agree that the Lift Station is necessary equipment of the Town Sanitary Sewer Utility Collection System for providing sanitary sewer service to both the Deer Creek Estates and Wyndance subdivisions (hereinafter collectively referred to as the "Subdivisions"); and

WHEREAS, the Developer has constructed Sanitary Sewer lines and appurtenances to the existing Town Sanitary Sewer Utility Collection System, including the Lift Station, in accordance with the plans submitted and on file with the Town (hereinafter referred as "Sanitary Sewer Facilities"); and

WHEREAS, from the time that the Developer constructed the Sanitary Sewer lines and appurtenances for the Deer Creek Estates subdivision to the existing Town Sanitary Sewer Utility Collection System; additional connections have been made to the Town Sanitary Sewer Utility Collection System by the developer of the Wyndance subdivision (hereinafter referred to as "Wyndance"), by and through the Lift Station; and

WHEREAS, the Developer now seeks to convey and transfer certain Sanitary Sewer Facilities to the Town, including the Lift Station, in accordance with the provisions under a separate Sewage Lift Station Repair Agreement (hereinafter referred to as the "Repair Agreement"), executed by the Town and Wyndance, on April 4, 2012, a copy of which is attached hereto as *Exhibit B*; and

WHEREAS, the Repair Agreement provides for certain conditions and contingencies by the Developer and Wyndance, including that Wyndance, at its sole expense, commence repair and maintenance of the Lift Station upon execution of the Repair Agreement, and for a period of one (1) year (hereinafter the "Transfer Period"), commencing from the date at which the condition of the Lift Station meets the specifications and standards established in the Repair Agreement, and following inspection and acceptance of the Lift Station by the Town at the end of the Transfer Period; and

WHEREAS, a condition and contingency for the effective execution of this Agreement includes: (i) the Town and Developer entering into a three (3) party mutual release with Wyndance from current and future legal proceedings concerning connection, as well as environmental and operational condition and issues with the Lift Station; and (ii) the Town and Developer entering into a Sanitary Sewer Recapture Agreement prior to the transfer of the Lift Station; and

WHEREAS, the Town and Developer agree to set forth herein the terms and provisions of this Sewage Lift Station Transfer Agreement in order to avoid any misunderstandings and to set forth clearly all terms, provisions and understandings regarding the duties and responsibilities of the Developer and the Town.

COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and other valuable consideration, all of which is acknowledged by the Parties hereto, and which is set forth herein, the Town and Developer agree as follows, namely:

1. **Recitals Incorporated.** The Town and Developer agree that the Recitals set forth hereinabove are an inherent part of, and are incorporated herein. Further, said Recitals shall be used to interpret this Agreement hereafter.
2. **Duration.** The duration of this Agreement shall be perpetual, provided that said Agreement is adopted by authorized corporate entity action of each of the Town and Developer for entry into this Agreement.
3. **Moratorium.** Following approval execution of this Agreement by the parties hereto, the Town shall lift the emergency building permit moratorium on the Deer Creek Estates subdivision established and declared by the provisions of Town Resolution No. 2012-2 adopted by the Winfield Town Council on February 28, 2012. Noncompliance with any terms of this

Agreement hereafter shall cause the Town, at its discretion, to renew and reinstate the emergency building permit moratorium for the Deer Creek Estates subdivision.

4. **Consideration**

- a. **Town Consideration.** It is understood and acknowledged by the Parties that the consideration by the Town for entry into this Agreement includes the Town foregoing its right to exercise Option B identified in the Repair Agreement, attached hereto as *Exhibit B*, and any other option allowed under applicable law for use of the called Wyndance Performance Bond funds to execute a permanent solution to the existing continuing emergency operational condition of the Lift Station.
- b. **Developer Consideration.** It is understood and acknowledged by the Parties that the Developer's consideration for entry into this Agreement includes entry into a three (3) party mutual release between the Town, Wyndance and Developer, as described in the Repair Agreement, attached hereto as *Exhibit B*. Additionally, Developer, in consideration for entry into this Agreement, shall enter into a Sanitary Sewer Reimbursement Agreement with the Town whereby the Developer shall receive and be paid Eight Hundred and 00/100 Dollars (\$800.00) for each sanitary sewer line tap connected to its Sanitary Sewer Facilities, following a forty (40) tap credit to Wyndance, for a period of fifteen (15) years, commencing on January 1, 2008, and ending on December 31, 2022.

5. **Owner.** Developer is now, and at all pertinent times was, the owner of the real estate legally described on *Exhibit A*, attached hereto and incorporated herein, where the Lift Station is currently located.

6. **Condition of the Property.** The Parties agree that the current condition of the Lift Station is not in compliance with local, State and/or Federal law, as identified in the Repair Agreement and Town Resolution Number 2012-02, dated February 28, 2012, a copy of which is attached hereto as *Exhibit C*.

7. **Lift Station and Sanitary Sewer Facilities.**

- a. The Lift Station and Sanitary Sewer Facilities to be transferred by this Agreement are specifically described on *Exhibit D*, attached hereto and incorporated herein.
- b. The Developer shall transfer all ownership and title in the Lift Station and Sanitary Sewer Facilities identified in *Exhibit D*, by instrument(s) in acceptable form and content to the Town, within fourteen (14) days from execution of this Agreement and entry of the Parties into the Sanitary Sewer Reimbursement Agreement. At the time in which the Developer tenders acceptable instrument(s), the Transfer Price shall be made as identified in Section 8(a) below.

c. Wyndance has paid, or will pay for the construction, repair and maintenance of the Lift Station and Sanitary Sewer Facilities in accordance with the specifications and standards identified in the Repair Agreement, attached hereto as *Exhibit B*.

d. In addition to the transfer of the Lift Station and Sanitary Sewer Facilities identified in *Exhibit D*, the Developer also agrees to grant the Town easements in acceptable form and content to the Town for future access and maintenance of the Lift Station and Town Sanitary Sewer Facilities within Deer Creek Estates.

8. **Transfer Price.**

a. The Parties agree that the Town shall pay Developer the transfer price amount of Sixty-Two Thousand and 00/100 Dollars (\$62,000.00), hereinafter the "Transfer Price", which includes the forty (40) sewer tap credits at the agreed Eight Hundred Dollar (\$800) per tap fee to be paid as set forth hereinabove, upon conveyance and transfer of the Lift Station to the Town, in form and substance acceptable to the Town.

b. The transfer price shall be paid out of the aforementioned Wyndance Performance Bond funds in the amount of Ninety-Seven Thousand Nine Hundred and 00/100 Dollars (\$97,900.00), which Bond Funds have already been called by the Town for use in implementing a permanent solution to the existing and continuing emergency operational condition of the Lift Station.

9. **Indemnity** **This Document is the property of the Lake County Recorder!**

a. The Town and Developer each agree to indemnify, defend and hold each other and any of its elected officials, officers, employees, agents, representatives, administrators, and attorneys, harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of the contemplated maintenance and repairs to be made by Wyndance during the Transfer Period, and during any period in which the Developer continues to maintain any amount of ownership and/or control over the Lift Station and Sanitary Sewer Facilities contemplated to be transferred by this Agreement.

10. **Notices.** Any approval, disapproval, demand notice or other communication, hereinafter referred to as "Notice", which either Party may desire or be required to give to the other Party shall be in writing and be given either by personal delivery or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, to the Party to whom the Notice is directed at the address of such Party, as follows:

TOWN:

Town of Winfield
Attn: Town Clerk-Treasurer
10645 Randolph Street
Winfield, Indiana 46303

DEVELOPER:

Deer Creek Investors, LLC
Deer Creek Development, LLC
Precision Homes, Inc.
Attn: Dave VanDyke
9616 Indianapolis Blvd.
Highland, Indiana 46322

*With a copy to the
Winfield Town Attorney*

*With a copy to:
Attorney for Developer*

Austgen Kuiper & Associates, P.C.
Attn: David M. Austgen
130 N. Main Street
Crown Point, Indiana 46307

Koransky, Bouwer & Poracky, P.C.
Attn: Greg A. Bouwer
425 Joliet Street, Suite 425
Dyer, Indiana 46311

Any Notice shall be deemed dated, delivered, received and effective on the date of delivery, if personally delivered. If mailed, delivery will be effective Seventy-Two (72) hours after deposit of such Notice, and all required copies, in the United States Mail in the manner set forth above. Any Party may be given Notice in accordance with the terms hereof and change its address for purposes of delivery of Notices.

11. **Interpretation; Governing Law.** This Agreement shall be construed as if prepared by all Parties. This Agreement shall be construed, interpreted and governed by the Laws of the State of Indiana.

12. **Further Assurances.** Each Party will, whenever, and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all further conveyances, assignments, approvals, consents, and any and all other documents, and do any and all other acts as may be necessary to carry out the intent and purposes of this Agreement.

13. **Entire Agreement; Amendments.** This Agreement represents the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.

14. **Severability.** If any term, provision, condition or covenant of this Agreement, or the application thereof, to any party or circumstance shall to any extent be held invalid or unenforceable the remaining terms, provisions, conditions or covenants of this Agreement shall not be affected thereby, and this Agreement, in each term, covenant and condition of this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by applicable Law.

15. **No Waiver.** A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by any other Party shall not be construed as a waiver of

any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective Heirs, Personal Representatives, Successors and Assigns.

17. **Headings.** The headings and captions in this Agreement are for convenience and ease of reference only, and shall not be issued to construe, interpret, expand, or limit the terms of this Agreement.

18. **Assignment.** Developer may assign this Agreement at any time to one (1) of its affiliated entities with the Town's written consent, provided that the assignee assumes all obligations arising under this Agreement.

19. **Corporate/Entity Authority.** The undersigned Person or Persons executing this Contract on behalf of any entity to this Agreement, if any, represent and certify that their entity/entities are in good standing and that they are duly elected or appointed Officers or Representatives of the entity, and are fully empowered to execute and deliver this Agreement, and that all necessary corporate action for the making of this Agreement has been taken and done.

20. **Counterparts.** This Agreement may be signed in counterparts by the parties hereto.

21. **Additional Documents.** The Parties hereto agree to execute any and all additional documents necessary to effectuate the terms and provisions of this Agreement.

22. **Winfield Town Council Public Action.** It is expressly acknowledged and stated that this Agreement is entered into by the Town Council of the Town of Winfield, Lake County, Indiana, after action at a duly noticed public meeting of the Winfield Town Council on the day of ^{27th} ~~November~~ December, 2012, and wherein by a vote of 5 in favor, and 0 opposed, the President of the Town Council and the Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.

23. **Winfield Sanitary Board Public Action.** It is expressly acknowledged and stated that this Agreement is entered into by the Sanitary Board of the Town of Winfield, Lake County, Indiana, after action at a duly noticed public meeting of the Winfield Sanitary Board on the 3rd day of ~~December~~ December, 2012, and wherein by a vote of 3 in favor, and 0 opposed, the President of the Sanitary Board and the Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.

IN WITNESS WHEREOF, the TOWN and the DEVELOPER have executed this Sewage Lift Station Transfer Agreement on this _____ day of _____, 2012.

DEVELOPER

Deer Creek Investors, LLC
an Indiana Limited Liability Company

By: 
Dave VanDyke, Authorized Representative

Date: NOV 21 20 12

TOWN

Town of Winfield, Lake County, Indiana
an Indiana Municipal Corporation

By: Paulette Skinner, Town Council President

Date: _____

ATTEST:

Richard C. Anderson, Jr.
MBA
Clerk-Treasurer

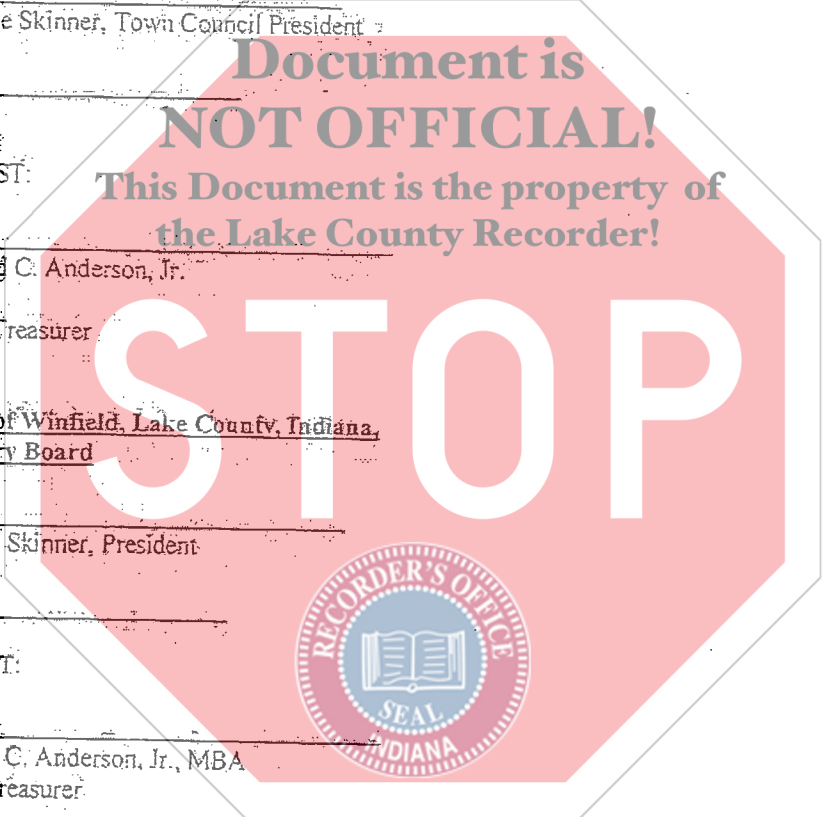
Town of Winfield, Lake County, Indiana
Sanitary Board

By: Paulette Skinner, President

Date: _____

ATTEST:

Richard C. Anderson, Jr., MBA
Clerk-Treasurer



STATE OF INDIANA

)
) SS:

COUNTY OF LAKE

Before me the undersigned, a Notary Public for said County and State, personally appeared Paulette Skinner, Winfield Town Council President, and Richard C. Anderson, Jr. MBA, Town Clerk-Treasurer, in their official capacities, and Not Individually, who, for and on behalf of the Town of Winfield, by and through its Town Council, an Indiana Municipal Corporation, and acknowledged the execution of this Agreement this _____ day of _____, 2012.

IN WITNESS my hand and Notarial Seal.

My Commission Expires: _____

My County of Residence: _____

Notary Public

STATE OF INDIANA

)
) SS:

COUNTY OF LAKE

Before me the undersigned, a Notary Public for said County and State, personally appeared Paulette Skinner, Winfield Town Sanitary Board President, and Richard C. Anderson, Jr. MBA, Town Clerk-Treasurer, in their official capacities, and Not Individually, who, for and on behalf of the Town of Winfield, by and through its Sanitary Board, an Indiana Municipal Corporation, and acknowledged the execution of this Agreement this _____ day of _____, 2012.

IN WITNESS my hand and Notarial Seal.

My Commission Expires: _____

My County of Residence: _____

Notary Public

STATE OF INDIANA

)
) SS:

COUNTY OF LAKE

Before me the undersigned, a Notary Public for said County and State, personally appeared Dave VanDyke, Not Individually, but in his official capacities as Agent of Deer Creek Investors, LLC, an Indiana Limited Liability Company, and who acknowledged the execution of the this Agreement this 21st day of November, 2012.

IN WITNESS my hand and Notarial Seal.

My Commission Expires: 9/25/13

My County of Residence: Porter

Sharon Staten

Notary Public



IN WITNESS WHEREOF, the TOWN and the DEVELOPER have executed this Sewage Lift Station Transfer Agreement on this 3rd day of December, 2012.

DEVELOPER

Deer Creek Investors, LLC,
an Indiana Limited Liability Company,

By: _____
Dave VanDyke, Authorized Representative

Date: _____

TOWN

Town of Winfield, Lake County, Indiana,
an Indiana Municipal Corporation,

By: Paulette Skinner
Paulette Skinner, Town Council President

Date: 11-27-12

ATTEST:

Richard C. Anderson, Jr.
Richard C. Anderson, Jr.
MBA
Clerk-Treasurer

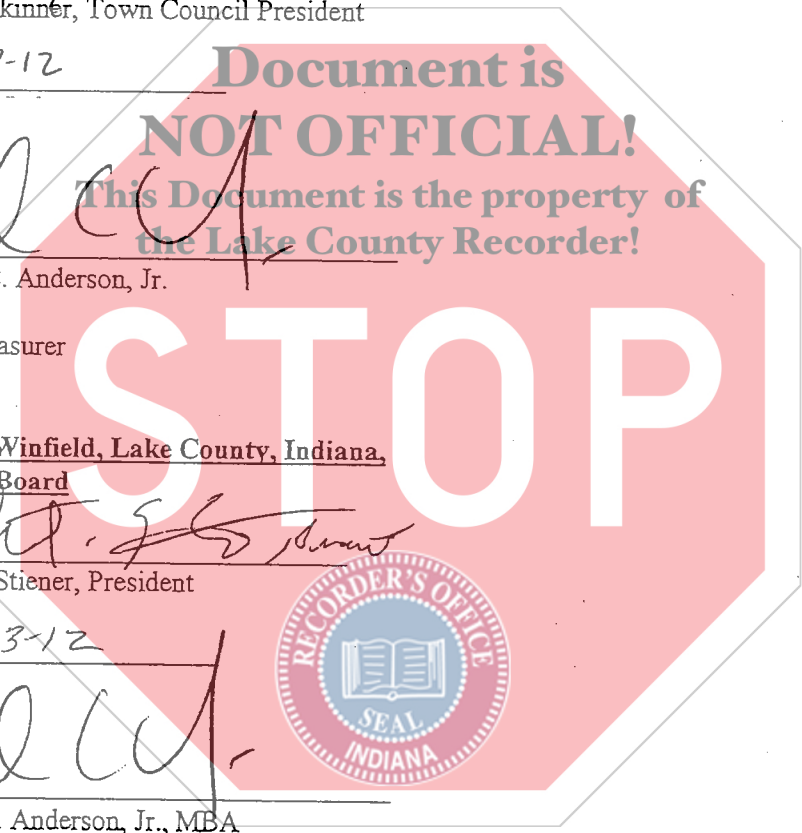
Town of Winfield, Lake County, Indiana,
Sanitary Board

By: Gerald T. Stiener
Gerald T. Stiener, President

Date: 12-3-12

ATTEST:

Richard C. Anderson, Jr., MBA
Richard C. Anderson, Jr., MBA
Clerk-Treasurer



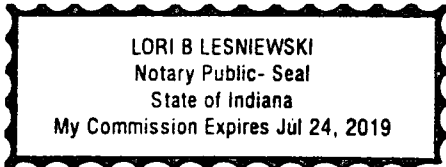
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Paulette Skinner, Winfield Town Council President, and Richard C. Anderson, Jr. MBA, Town Clerk-Treasurer, in their official capacities, and Not Individually, who, for and on behalf of the Town of Winfield, by and through its Town Council, an Indiana Municipal Corporation, and acknowledged the execution of this Agreement this 27th day of November, 2012.

IN WITNESS my hand and Notarial Seal.

Lori Lesniewski
Lori Lesniewski, Notary Public

My Commission Expires: 7/24/19
My County of Residence: Lake



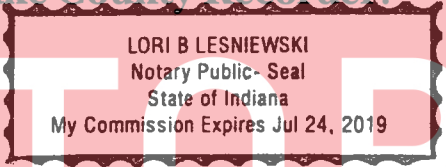
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Gerald T. Stiener, Winfield Town Sanitary Board President, and Richard C. Anderson, Jr. MBA, Town Clerk-Treasurer, in their official capacities, and Not Individually, who, for and on behalf of the Town of Winfield, by and through its Sanitary Board, an Indiana Municipal Corporation, and acknowledged the execution of this Agreement this 3rd day of December, 2012.

IN WITNESS my hand and Notarial Seal.

Lori Lesniewski
Lori Lesniewski, Notary Public

My Commission Expires: 7/24/19
My County of Residence: Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public for said County and State, personally appeared Dave VanDyke, Not Individually, but in his official capacities as Agent of Deer Creek Investors, LLC, an Indiana Limited Liability Company, and who acknowledged the execution of the this Agreement this ___ day of ___, 2012.

IN WITNESS my hand and Notarial Seal.



My Commission Expires: _____, Notary Public
My County of Residence: _____

EXHIBIT B

SEWAGE LIFT STATION REPAIR AGREEMENT



SEWAGE LIFT STATION REPAIR AGREEMENT

THIS SEWAGE LIFT STATION REPAIR AGREEMENT (hereinafter the "Agreement") is made and entered into on the 4th day of April, 2012, by and between the Town of Winfield, Lake County, Indiana, an Indiana Municipal Corporation (hereinafter collectively, the "Town"), acting by and through its duly elected and acting Town Council, and Town of Winfield Sanitary District acting by and through its duly appointed and acting Sanitary Board, and Thieneman Homes Inc., an Indiana Corporation, and Wyndance, LLC, an Indiana Limited Liability Company, and any affiliated entities (hereinafter collectively, the "Developer").

RECITALS

WHEREAS, on or about the first week of January, 2012, due to a lack of maintenance and repair by Deer Creek Estates, the partially operational condition of the Deer Creek Sewage Lift Station (hereinafter the "Lift Station") led to bypass of raw sewage into the immediate vicinity of the Lift Station, presenting an emergency environmental and public health, welfare and safety situation within the Town; and

WHEREAS, during 2007 and 2008, the Developer connected into the private Lift Station followed by additional development in the Wyndance subdivision since that period; and

WHEREAS, the Town and the Developer acknowledge that there are numerous operational and functional deficiencies with the Lift Station that the Deer Creek Estates and Wyndance subdivisions in the Town (hereinafter "Subdivisions") are connected to for sanitary sewage collection for treatment in the Town; and

WHEREAS, the Town seeks to enter into this Agreement with Developer as an initial step to implementing a permanent solution to the current emergency operational condition of the Lift Station, and anticipates entering into additional agreements with the developers of the Subdivisions, and any affiliated entities of same; and

WHEREAS, the Town has been advised by the Indiana Department of Environmental Management, its Town Engineers, and the Town Sanitary Board, that certain mechanical, safety and communications equipment required for the safe, legal, and full operational capacity of the Lift Station, must be repaired and/or replaced to address the functional deficiencies of the Lift Station, and to prevent the future bypass of raw sewage; and

WHEREAS, the Town has placed an emergency moratorium on the issuance of any building and occupancy permits for the Subdivisions, following proper public meeting action of February 28, 2012, in relationship to the current emergency operational condition of the Lift Station;

WHEREAS, the Town and the Developer agree that a final comprehensive repair and maintenance solution is necessary and required to address the emergency situation and

operational deficiencies of the Lift Station related to the lack of maintenance, repair, and related interconnection issues of the Subdivisions to the Lift Station; and

WHEREAS, the Town and the Developer acknowledge that the current operational condition of the Lift Station presents an ongoing and continued environmental contamination issue due to the potential for additional bypass of raw sewage from the Lift Station; and

WHEREAS, the Developer agrees to release unconditionally, except for the covenants, terms and contingencies contained herein, the performance bond funds in the amount of Ninety-Seven Thousand Nine Hundred Dollars (\$97,900), which have already been called by the Town, for the Town's use in implementing a permanent solution to the existing emergency operational condition of the Lift Station; and

WHEREAS, the Town and Developer agree to enter into this Sewage Lift Station Repair Agreement for the purposes identified herein, in accordance with the terms and conditions set forth.

COVENANTS

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereto mutually covenant and agree as follows:

1. **Release of Performance Bond Funds:** Developer agrees to release the performance bond funds called and collected by the Town in the amount of Ninety-Seven Thousand Nine Hundred Dollars (\$97,900), unconditionally, except for the covenants and terms herein, providing the Town the funding necessary to implement one (1) of two (2) permanent and final solutions (Option A or Option B) pertaining to the emergency operational condition of the Lift Station as identified under Section 3(a) and Section 3(b) below.

2. Following approval execution of this Agreement by the parties hereto, the Town shall lift the emergency building permit moratorium on the Wyndance subdivision established and declared by the provisions of Town Resolution No. 2012-2 adopted by the Winfield Town Council on February 28, 2012. Noncompliance with any terms of this Agreement thereafter shall cause the Town, at its discretion, to renew the emergency building permit moratorium for the Wyndance subdivision.

3. The Town shall take all appropriate actions to negotiate and enter into an agreement with the developer of Deer Creek for Sanitary Sewer Recapture, Terms for Ownership Interest in the Lift Station, and a Three (3) Party Mutual Release of the Town, the developer of Deer Creek, and the developer of Wyndance, from current and future legal proceedings in connection with the environmental and operational issues with the Lift Station. In the event that an agreement is negotiated and entered whereby the Wyndance subdivision remains connected to the Lift Station, the Town shall implement Option A. In the event that the Wyndance subdivision

shall be disconnected from the Lift Station, the Town shall implement Option B. Non-negotiable terms for both Options are hereinafter defined as follows:

a. Option A - Wyndance Remains Connected to the Lift Station:

- i. This Option is expressly contingent on the Town negotiating and entering into an approval agreement with the developer of Deer Creek Estates, Deer Creek Estates, LLC, and any affiliated entities, for the Town to obtain an ownership interest in acceptable form and content to the Town for the Lift Station and connections thereto, as well as access to same.
- ii. The Developer shall repair the Lift Station to acceptable and proper operating condition, as well as erect a new security fence around same, subject to the approval of the Town Engineer, all within forty-five (45) days from the date that the Town and Deer Creek Estates, LLC, negotiate and enter into an approval agreement, and whereby the Town is conveyed an ownership interest in acceptable form and content for the Lift Station and connections thereto, as well as access to same. Acceptable and proper operating condition is defined as meeting the specifications identified in the report from the Town Engineer, DLZ Corporation, attached hereto as **Exhibit "A"**. Upon completion of all required improvements and repairs to the Lift Station bringing it to an acceptable and proper operational condition, inspection of same, and approval by the Town Engineer of all improvements and repairs, including construction of the security fence, the Town shall make payment to the Developer from the called and collected Performance Bond funds, in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- iii. The Developer shall be responsible for the operation and maintenance of the Lift Station commencing from the date of execution of this Agreement, and thereafter, for a period of one (1) year (hereinafter referred to as the "Transfer Period"), commencing on the date that the Lift Station is repaired and restored into full acceptable and proper operating condition, the new security fence is installed, and after all required improvements and repairs have been inspected and approved by the Town.
- iv. The Town shall be conveyed an ownership interest in acceptable form and substance conveying the Lift Station and connections thereto, as well as access to same, for the Town's future access and maintenance purposes from the developer of Deer Creek Estates, and any affiliated entities.
- v. The Town shall prepare and enter into a Sanitary Sewer Recapture Agreement with the developer of Deer Creek Estates, and any affiliated entities, whereby the developer of Deer Creek Estates shall receive the amount of Eight Hundred and 00/100 Dollars (\$800) for each future sanitary sewer line tap connection, subject to the credit to the developer of

With a Copy to:

David M. Austgen, Esq.
Austgen Kuiper & Associates, P.C.
130 N. Main Street
Crown Point, Indiana 46307
Winfield Town Attorneys

Wyndance, LLC & Thieneman Homes, Inc.

Attn: Kenneth D. Thieneman
Thieneman Homes, Inc.
3313 E. 83rd Place
Merrillville, Indiana 46410

With a Copy to:

David A. Buls, Esq.
Casal, Woodward & Buls, LLP
9223 Broadway, Suite A
Crown Point, IN 46307

5. **Attorney's Fees:** In the event it is necessary for either Party to this Agreement to initiate any action for the purpose of interpretation or enforcement, the prevailing Party shall be entitled to recover in addition to all its rights and remedies at law or in equity, its costs, including reasonable attorney's fees.

6. **Parties Bound:** The Parties agree that the terms and conditions of this Agreement will be binding upon the Parties hereto, their Heirs, Administrators, Executors, Assigns, Transferees, and any Successors in Interest.

7. **Governing Law and Invalidity:** This Agreement shall be governed and enforced by the Laws of the State of Indiana, and it is agreed that Indiana Courts shall have exclusive jurisdiction of any dispute under this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8. **Prior Agreements:** Upon the execution and delivery of this Agreement, all prior agreements, understandings, and communications concerning the Parties understanding of the terms of this Agreement shall be deemed canceled and terminated.

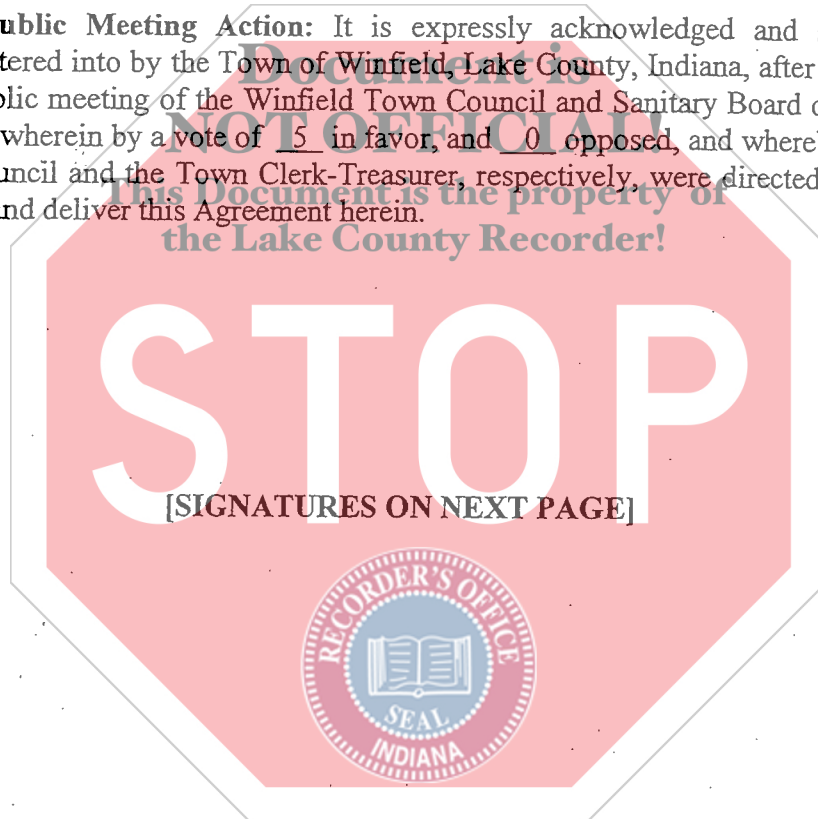
9. **Entire Agreement; Amendments:** This Agreement represents the entire understanding of the Parties hereto with respect to this subject matter of this transaction and

supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all of the Parties hereto.

10. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that both Seller and Buyer are not signatories to the same counterpart. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of any original executed counterpart. Any party delivering an executed counterpart by facsimile or electronic mail shall also deliver an original executed counterpart of this Agreement to the other party, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

11. Entity Authority: The undersigned Person or Persons executing this Agreement on behalf of any entity, represent and certify that they are duly elected, appointed, or authorized Officers, Representatives, or Members of said entity, and are fully empowered to execute and deliver this Agreement, and that all necessary entity actions for the making of this Agreement has been taken and done or will be taken and done.

12. Public Meeting Action: It is expressly acknowledged and stated that this Agreement is entered into by the Town of Winfield, Lake County, Indiana, after action at a duly noticed joint public meeting of the Winfield Town Council and Sanitary Board on the 27th day of March, 2012, wherein by a vote of 5 in favor, and 0 opposed, and whereby the President of the Town Council and the Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.



ACCEPTANCE OF AGREEMENT

Thieneman Homes, Inc.,
an Indiana Domestic Corporation,

By: Shannon R. Thieneman
Shannon R. Thieneman, President

By: Kenneth D. Thieneman
Kenneth D. Thieneman, Incorporator

Date: APRIL 4, 2012

Wyndance, LLC,
an Indiana Limited Liability Company,

By: Kenneth D. Thieneman
Kenneth D. Thieneman, Registered Agent

Date: APRIL 4, 2012

Town of Winfield,
an Indiana Municipal Corporation,

By: Paulette Skinner
Paulette Skinner, Town Council President

Date: APRIL 4, 2012

ATTEST:

Richard C. Anderson, Jr.
Richard C. Anderson, Jr.
MBA
Clerk-Treasurer

Winfield Sanitary Board

By: Paulette Skinner
Paulette Skinner, President

Date: APRIL 4, 2012

ATTEST:

Richard C. Anderson, Jr.
Richard C. Anderson, Jr.
MBA
Clerk-Treasurer



the Wyndance Subdivision in subsection vi. of this Option A Agreement Section. The sanitary sewer recapture agreement will be for a period of Fifteen (15) years commencing from January 1, 2008.

- vi. The Wyndance subdivision shall receive Forty (40) sanitary sewer tap connections without tap fee connection payment for the Thirty-Three (33) existing taps already made, as well as for Seven (7) additional tap connections. Thereafter, from the 41st tap connection and thereafter during the terms of the Sanitary Sewer Recapture Agreement, the amount of Eight Hundred and 00/100 Dollars (\$800) per tap fee connection shall be paid.
- vii. Thieneman Homes, Inc. and the developer of Deer Creek Estates each agree to withdraw any existing legal proceedings and not initiate any new proceedings in connection with the present environmental and operational issues pertaining to the Lift Station.

b. Option B - Wyndance Connects to the Meadows Subdivision Lift Station:

- i. In the event that the contingencies for Option A are not met within Fourteen (14) days with Deer Creek Estates, LLC, the Town, at its option, may elect to undertake this Option, Option B, to address the ongoing emergency operating condition of the Lift Station.
- ii. The Developer shall maintain and operate the Lift Station until such time as a new sanitary sewer line is constructed connecting the Wyndance subdivision to the Meadows Subdivision lift station facility.
- iii. The Town shall publically bid the contract for the sanitary sewer line construction to the Meadows Subdivision Lift Station compliant with applicable Indiana law.

4. **Notice:** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed made, given or delivered to the addressee thereof (i) upon receipt, if delivered by personal delivery, or (ii) One (1) day after deposit with any nationally recognized courier delivery service (delivery charges prepaid), or (iii) Five (5) days after deposit in any main or branch United States Post Office, certified mail (postage prepaid), return receipt requested, or (iv) when sent after receipt of confirmation of answer back is sent by telecopy, or other similar facsimile transmission, in any case addressed to the parties, respectively, as follows:

Town of Winfield

Attn: Clerk-Treasurer
10645 Randolph Street
Winfield, IN 46307

EXHIBIT C

Transferred Facilities

(PHASE I DEER CREEK ESTATES)					
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	EXTENSION
1	SANITARY SEWER 8"	LFT	\$30.00	2,480	\$74,400.00
2	SANITARY LATERAL	EACH	\$500.00	37	\$18,500.00
3	SANITARY MANHOLE	EACH	\$2,500.00	15	\$37,500.00
4	SANITARY FORCE MAIN, 6"	LFT	\$25.00	3,800	\$95,000.00
5	AIR RELIEF VALVE	EACH	\$3,500.00	1	\$3,500.00
6	PUMP STATION	LS	\$200,000.00	1	\$200,000.00

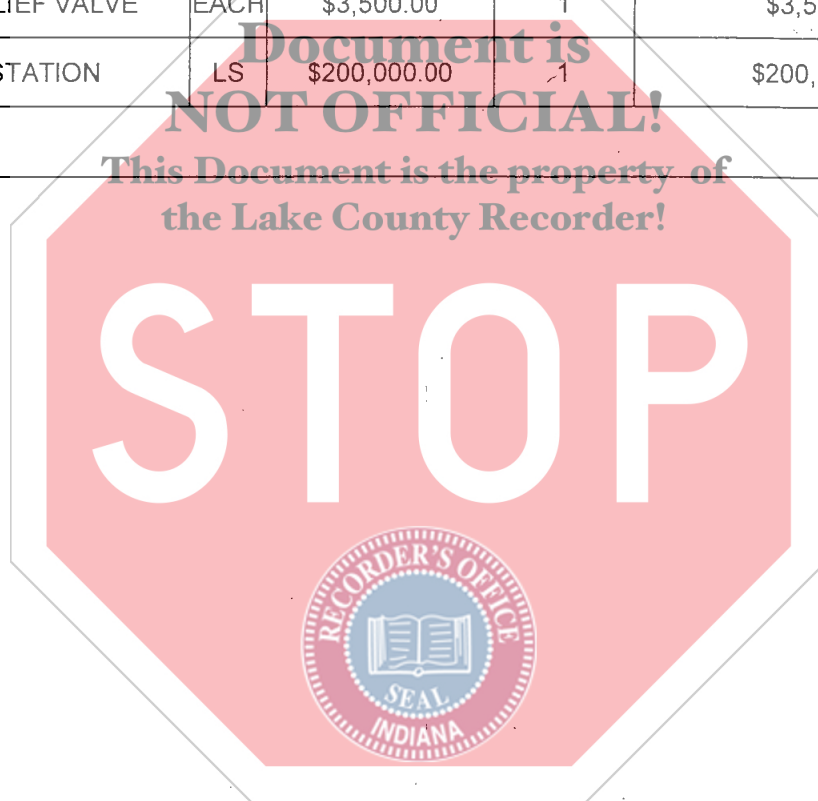


EXHIBIT D

Resolution 2012-02



TOWN OF WINFIELD, LAKE COUNTY, INDIANA

RESOLUTION NO.: 2012- 2

A RESOLUTION DECLARING AN EMERGENCY EXISTS FOR DECLARING A MORATORIUM ON THE ISSUANCE OF BUILDING PERMITS AND OCCUPANCY PERMITS FOR THE DEER CREEK ESTATES AND WYNDANCE SUBDIVISIONS IN THE TOWN OF WINFIELD AS A CONSEQUENCE OF CERTAIN EMERGENCY OPERATIONAL CONDITIONS OF THE DEER CREEK LIFT STATION FACILITY PRESENTLY PROVIDING SANITARY SEWER COLLECTION SERVICE TO THE AFOREMENTIONED TOWN SUBDIVISIONS, AND ALL MATTERS RELATED THERETO.

WHEREAS, the Town Council of the Town of Winfield, Lake County, Indiana (hereinafter the "Town Council"), has been informed and advised that the Indiana Home Rule Act vests a local governmental body charged with land use control, pursuant to its local Town Zoning Ordinance, with all the powers necessary and desirable to its local Zoning Ordinance, with all the powers necessary and desirable in the conduct of its affairs; and

WHEREAS, the Town Council has been informed and advised of existing unmaintained and unsafe operational conditions of the Deer Creek Sewer Lift Station facility located in the Deer Creek Subdivision development in the Town; and

WHEREAS, on or about January 6, 2012, the Town Council was informed and advised of sewage bypassing occurring at the Deer Creek Sewer Lift Station related to failing pumps and other lack of maintenance issues, prompting the Town Council with authorization of the Deer Creek Lift Station Facility Developer representatives, to take immediate emergency action to cease the sewage bypassing and implement a temporary solution to the unmaintained and partially operating lift station facility; and

WHEREAS, the Town Council has been informed by its Town Engineering Consultants at DLZ Engineering, as well as the Town of Winfield Sanitary Board, that the Deer Creek Sewer Lift Station facility currently services all improved residential lots and homes in the Deer Creek Estates and Wyndance Subdivisions in the Town of Winfield; and

WHEREAS, the Town Council has been further informed and advised that the present emergency operational condition of the Deer Creek Sewer Lift Station facility does not meet minimum requirements under applicable Town Code provisions, Indiana Administrative Code Sections, and Indiana Code provisions; and

WHEREAS, the Town Council is aware that the Deer Creek Sewer Lift Station is privately owned and operated by the developer of the Deer Creek Estates Subdivision, or its affiliates, and that same has been in the private ownership from construction installation and startup of operation to the present; and

WHEREAS, the Town Council has been further informed and advised that interceptor connection from sanitary sewer collection lines in the Wyndance Subdivision have been made to the privately owned Deer Creek Sanitary Sewer Lift Station facility without proper legal and contractual right and authority to do so, and apparently, without proper lawful permit; and

WHEREAS, the Town Council is aware that Town Code Section 151.17, *et seq.*, authorizes the Town Building Administrator to issue Building Permits in the Town of Winfield; and

WHEREAS, the Town Council has held a duly scheduled Joint Public Meeting with the Town of Winfield Sanitary Board on the 28th day of February, 2012, pursuant to Public Notice as required by applicable law, to consider the advisability and necessity of the Town declaring an emergency to declare a moratorium on the issuance of any Building or Occupancy Permits for the Deer Creek Estates and Wyndance Subdivisions in order to permit the Town to develop and implement a permanent solution to the emergency environmental operational condition and circumstances of the Deer Creek Sewer Lift Station; and

WHEREAS, the Town of Winfield Sanitary Board has, at the conclusion of its Joint Public Meeting held on the 28th day of February, 2012, with the Town Council, recommended to the Town Council that an emergency exists and that a moratorium on the issuance of Building and Occupancy Permits should be made for direction to the Town Building Administrator to withhold same for the Deer Creek Estates and Wyndance Subdivisions in order to allow the Town the necessary time to develop and implement a permanent solution to the emergency environmental operational condition and circumstances of the Deer Creek Sewer Lift Station facility; and

WHEREAS, the Town Council, having reviewed the circumstances herein, the recommendation of the Town Sanitary Board, and after being duly advised by its Town Engineering Consultant and Town Attorney, now finds it necessary, advisable, appropriate, and in the best interests of the residents and property owners of the Town of Winfield to declare an emergency to cease issuance of Building and Occupancy Permits for the Deer Creek Estates and Wyndance Subdivisions until a permanent solution to the emergency environmental conditions and circumstances of the Deer Creek Sewer Lift Station is developed, identified and implemented, all for the benefit of the residents and property owners of the Town of Winfield.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINFIELD, LAKE COUNTY, INDIANA, AS FOLLOWS:

SECTION ONE: That the Town Council hereby adopts the recommendation of the Town Sanitary Board regarding the emergency environmental operational condition of the Deer Creek Sewer Lift Station facility, and declares an emergency exists that Building and Occupancy Permits for the Deer Creek Estates and Wyndance Subdivisions be the subject of a moratorium whereby such are not issued until a permanent solution to the emergency environmental operational condition circumstances of the Deer Creek Sewer Lift Station facility is developed, implemented, and completed. The moratorium declared hereby shall remain in full force and effect until Public Meeting action of the Town Council is made regarding same hereafter.

SECTION TWO: That the Town Council hereby directs the Town Building Administrator, which official has the authority to issue Building and Occupancy Permits in the Town of Winfield, to cease issuance of Building and Occupancy Permits for any Applications made for such in the Deer Creek Estates and Wyndance Subdivisions in the Town pending further Public Meeting action of the Town Council on the declared moratorium herein.


SECTION THREE: That an emergency exists for the immediate taking effect of this Resolution, and as such, this Resolution shall take effect and be in full force and effect from and after its passage and approval by the Town Council of the Town of Winfield, Lake County, Indiana, in conformance with applicable law.

ALL OF WHICH IS RESOLVED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF WINFIELD, LAKE COUNTY, INDIANA, THE 28th DAY OF FEBRUARY, 2012, HAVING PASSED BY A VOTE OF 5 IN FAVOR, AND 0 OPPOSED.

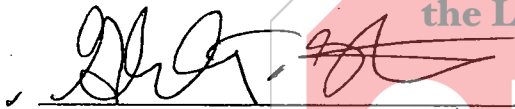
**TOWN OF WINFIELD,
LAKE COUNTY, INDIANA
TOWN COUNCIL**

AYES

NAYES


Paulette Skinner, President

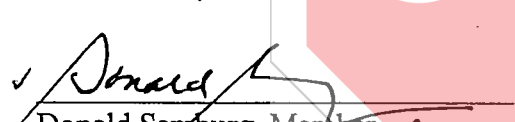
Paulette Skinner, President


Gerald Stiener, Vice-President


Gerald Stiener, Vice-President


David Anderson, Member

David Anderson, Member

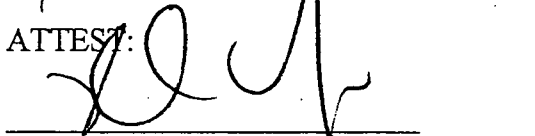

Donald Samburg, Member

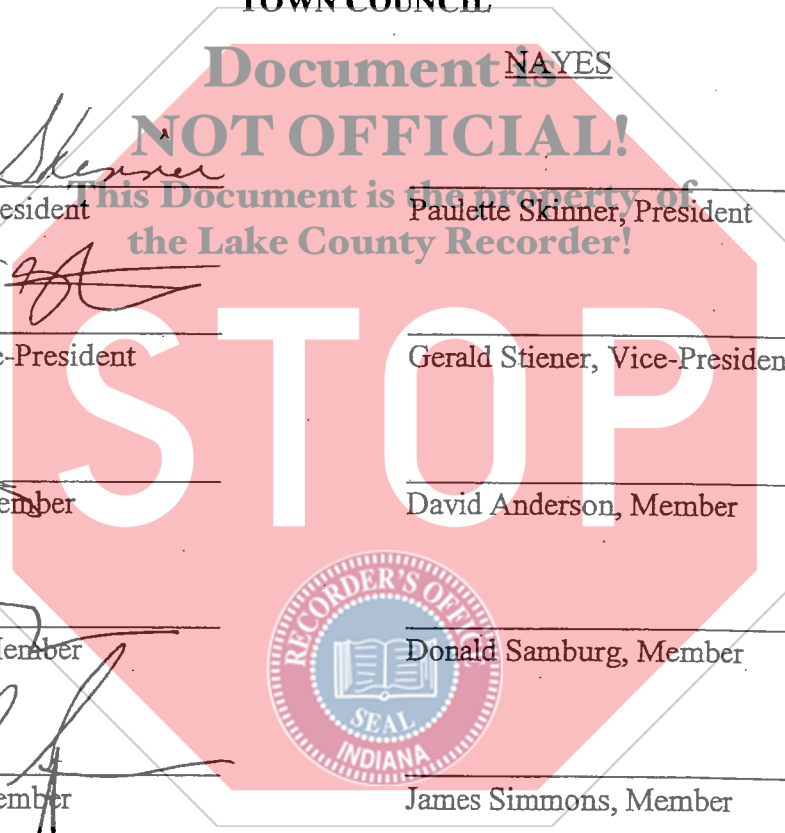
Donald Samburg, Member


James Simmons, Member

James Simmons, Member

ATTEST:


Richard C. Anderson Jr., Clerk-Treasurer



**MINIMUM STANDARDS
SEWAGE PUMPING STATIONS
(VERSION 5/5/2005)**

All sewage pumping stations that are now or may in the future be located within the Town of Winfield must be designed in accordance with the Minimum Standards established by the Town of Winfield Town Council and 10 State Standards - Recommended Standards for Wastewater Facilities. All facilities must be approved by the Indiana Department of Environmental Management, the Town Council and the Town Engineer prior to their installation.

The Town of Winfield has standardized on the following basic lift station and standby generator package design specifications for the purposes of stocking parts and general operation and maintenance procedures. No deviation from these standards will be accepted unless first discussed with the Town Council and the Town Engineer and written approval to revise is given.

DIVISION 1 – SITE REQUIREMENTS

1.00 SITE

- A. This facility shall be located in such a manner that it is accessible by means of a 15 foot wide concrete paved drive which conforms to the Town's standards and connects to a public street right-of-way or easement. It should be visible to the residents of the neighborhood, but should not be obtrusive or unsightly, or be detrimental to the area. If so specified, the facility shall be screened with trees, shrubs or bushes.
- B. The facility shall be placed on a parcel of land, dedicated to the Town of Winfield, having sufficient area for the facility but in no case have less than 1,200 square feet (30x40). Unless otherwise directed, the facility shall be contained in a fenced area. The fence shall be chain link, 6 foot high and be equipped with vinyl slats to conceal the facility. The fenced area shall include a 12-foot wide vehicle gate and a 3-foot wide pedestrian gate.
- C. The site must be graded to provide suitable drainage. The site must be at least two (2) feet above the 100 Year Flood Elevation established by the Indiana Department of Natural Resources.

DIVISION 2 – LIFT STATION REQUIREMENTS

2.00 GENERAL

- A. The Developer/Owner shall furnish and have installed, as approved and at the location indicated on the design plans, one (1) pre-fabricated, skid mounted, weatherproof, pumping system. The pumping system shall be assembled and warranted by the manufacturer for single source responsibility. The pumping system shall automatically operate two submersible sewage pumps based upon wet well level. The pumping system shall monitor incoming electrical utility and shall provide its own standby power in the event of power loss, phase loss, etc. The pumping system and appurtenances shall be

maintained in an environmentally controlled structure designed to promote longevity and provide ease of access to housed components. It is the Developer/Owner's responsibility to include all necessary appurtenances to provide for a complete, automatic, smooth operating, and reliable pumping system.

B. The principal items of equipment shall include, but not be limited to, the following:

1. Sewage pumps and motors
2. Sewage piping and valving
3. Control system
4. Telemetry
5. Standby engine generator set
6. Automatic transfer switch
7. One-piece seamless fiberglass enclosure
8. Fabricated steel base structure
9. Environmental accessories

C. The facility shall be a TWIN PAC SERIES 7000 manufactured by Precision Systems, Division of Gasvoda & Associates, Inc., Calumet City, IL. These design specifications are based on equipment that has been in operation for 20 years where the major components show no signs of rusting, deterioration, or have required no major service. Alternate facilities that can exhibit similar service on outdoor installations showing 20 years of continuous service without deterioration may be considered.

D. If an alternate is to be proposed, the equipment must meet the minimum material construction requirements, have the same or greater warranty provisions, and meet the requirements for redundancy in the equipment design. The alternate proposal must include the following data for evaluation.

1. A complete specification for the proposed pumping / standby power system.
2. A statement of full conformance to the specifications signed by an officer of the manufacturer. All deviations must be clearly identified in the statement of conformance.
3. A general arrangement drawing showing overall dimensions, equipment layout and service couplings.
4. Complete submittal data for all major components (sewage pumps, level controls, variable frequency drives, standby power generator, automatic transfer switch, fiberglass housing, steel base structure, louvers, and environmental components, etc).
5. An electrical schematic showing power wiring and pump / level control wiring.
6. Installation list of 20 locations including names and phone numbers of customers utilizing a factory assembled system **with single-piece fiberglass enclosure** for a minimum of 5 years. List shall include five references with at least 20 years of continuous service to verify equipment longevity and reliability.

E. It is the sole discretion of the Town of Winfield and the Town Engineer to determine if

the data submitted shows the alternate system to be equal to the system specified.

2.02 OPERATING CONDITIONS

A. The following information shall be submitted to the Town of Winfield and the Town Engineer:

Site Electrical Conditions	
Voltage	_____
Phase	_____
Amperage	_____
Pumping Equipment	
Design Flow (GPM)	_____
Design Head (FT)	_____
Horsepower	_____
Max Speed (RPM)	_____
Efficiency (%)	_____
Voltage	_____
Discharge Size (IN)	_____
Manufacturer	<u>Barnes</u>
Pump Model	_____
Standby Power Equipment	
KW	_____
KVA	_____
Cylinders	_____
Displacement (cubic in.)	_____
BHP	_____
RPM	<u>1800</u>
Gen. Model	_____
Gen. Manufacturer	<u>Cummins Onan</u>
A.T.S. Rating (Amps)	_____
A.T.S. Model	<u>OTPC</u>
ATS Manufacturer	<u>Cummins Onan</u>

In addition to the above information, the Developer/Owner shall submit proposed pump curves, wet well volume and force main size calculations and any other information/calculations used to determine the specifications of the facility.

2.03 PUMP CONSTRUCTION

A. Each pump shall be designed as a completely submersible wastewater pump capable of pumping raw unscreened domestic sewage consisting of water, fibrous material, heavy sludge, and spherical solids at least three (3) inches in diameter. All major pump parts shall be ASTM Class 30 cast iron or better finished with an epoxy paint system. All nuts, bolts, and misc. hardware in contact with the pumped material shall be 300 series stainless steel. All gaskets shall be of the compression square ring type eliminating

critical slip fits and the possibility of damage during assembly and disassembly associated with sliding "O" ring seal arrangements.

- B. The double mechanical shaft seal shall be of the single spring design operating in an oil filled seal cavity. Pump out vanes on the back of the impeller shroud shall develop a radially increasing pressure differential from the impeller hub outward. This pressure shall be transmitted by means of a rubber diaphragm to the oil in the seal cavity thus producing a higher pressure inside the seal cavity than immediately adjacent to the seal face in the pump case forcing the oil in the seal cavity to be the seal face lubricant. This agreement shall allow the pump to run dry for extended periods without damage to the seal faces. Seal faces between the pump case and seal cavity shall be glass filled Teflon and ceramic. Moisture within the seal cavity shall be detected with monitors and transmit a warning to alarm lights in the control panel.

2.04 MOTOR CONSTRUCTION

- A. The pump motor shall be the standard product of an established American motor manufacturer. The pump/motor shaft shall be ball bearing supported solid stainless steel. The pump motor shall be designed to be non-overloading over the entire pump impeller trim curve. The motor shall be secured in place by standard threaded fasteners and shall require only simple hand tools for removal or replacement. Shrink fit motor assemblies shall not be acceptable. The motor housing shall be oil filled to prevent overheating while running in a totally, partially, or non-submerged condition for extended periods of time. Motor windings shall be Class F insulated. Lead wires shall be suitable for operation in oil. **Air filled motors will not be acceptable for this application.**
- B. Each pump shall be equipped with 50 feet of submersible duty cable. All incoming leads shall be spliced in the motor terminal housing. After splicing, the terminal housing shall be filled with epoxy to seal the outer cable jacket and the individual strands to prevent all possibility of water entering the motor housing or the terminal housing. A secondary elastomer compression grommet shall also be supplied. The combination of the epoxy seal and compression grommet shall provide complete sealing and strain relief.

2.05 GUIDE SYSTEM

- A. A slide away coupling shall be provided for each pump to allow the pump to be installed or removed without requiring personnel to enter the wet well. The coupling shall consist of a discharge elbow securely fastened to the floor of the wet well, a movable bracket that bolts to the pump discharge flange and mates with the discharge elbow, and a system of guide pipes to guide and pump and movable bracket from the discharge elbow to the access cover in the top of the wet well. Mating of the movable bracket to the discharge elbow shall be accomplished by a linear downward motion. The mating faces of the movable bracket and discharge elbow shall be dissimilar materials, one being cast iron, the other stainless steel, to prevent corrosion from causing the faces to stick. The faces shall be wedged together by an inclined plane bearing on the back of the moveable bracket face. The bearing surface shall be a point contact to prevent sticking. The entire

weight of the pump shall rest on this connection to assure maximum sealing.

- B. The guide rail system shall consist of two schedule 40 **stainless steel** pipes of size and length as shown on the plans. These pipes shall terminate on the discharge elbow and a bracket provided by the manufacturer attached to the access cover. The movable bracket shall be sized according to pump manufacturer's recommendations. Intermediate guide rail supports shall be placed per pump manufacturer's recommendations. None of the pump weight shall bear on the guide pipes.

2.06 CHECK VALVES

- A. In a horizontal application, each pump discharge line shall include an all iron body, bronze mounted, full opening spring and lever swing type check valve to prohibit flow reversal. The valve clapper shall swing completely clear of the waterway when valve is full open. The valve shall be rated at 175 psi working pressure. The valve construction shall conform ASTM A-126 Class B with 125# ANSI flanged ends. Valve clappers shall be bronze throughout with 18-8 stainless steel hinge pins and rotating bronze plugs. The valve size shall be as shown on the plans.
- B. In a vertical application, each pump discharge line shall be fitted with a ball check valve. The valve shall have a cast iron body with vulcanized nitrile rubber floating ball. The valve shall be suitable for mounting in the horizontal or vertical position. The valve shall provide an unobstructed full flow equal to nominal size. The valve size and quantity shall be as shown on the plans.

2.07 PLUG VALVES

- A. Each pump discharge line shall be fitted with an eccentric plug valve for isolation from the force main. The valve shall be rated for bi-directional flow with a minimum operating pressure of 175 psi. Valve body and cover construction shall conform to ASTM A-126 Class B with ANSI style flanged ends. Valve plug shall be cast iron and Buna-N construction. Valve seat shall be 304 stainless steel with 18-8 stainless steel fasteners. The valve size and quantity shall be as shown on the plans. Valves size 8" and smaller be manually operated via 2" square nut operator and lever. Valves size 10" and larger shall be gear operated via top mounted wheel and gear.

2.08 AIR RELEASE VALVE

- A. Air release valve shall be required in vertical pipe/valve configuration and when internal station piping is the high point of the force main.
- B. Sewage Air and Vacuum Valve shall allow unrestricted venting or re-entry of air through it, during filling or draining of the force main, to prevent vacuum. The Sewage Air and Vacuum Valve shall incorporate (2) stainless steel floats directly connected by a stainless steel float guide, to maintain an air gap between the bottom **CONCAVE FLOAT** and top shut-off float. The air gap shall retard waste solids from fouling or

clogging the top shut-off float. The internal baffle shall be fitted with a guide bushing and act to protect the shut-off float from direct air flow. The baffle shall retain the 45° Durometer Buna-N seat in place, without distortion, for tight shut-off.

- C. All internals shall be easily removed through the top cover without removing the main valve from the lines. The complete valve shall withstand 500 psi test. Inlet and blow off valves, quick disconnect couplings and minimum 5' hose for flushing valve shall be provided. The valve inlet shall be properly sized for the application.
- D. Materials of construction shall be certified the following A.S.T.M. specifications:

Body, cover, & baffle	Cast iron	ASTM A126 GR. B
Upper Float	Stainless Steel	ASTM A240
Lower Float*CONCAVE PTD.	Stainless Steel	ASTM A240 T304
Stem, Guide Bushing	Stainless Steel	Series T300
Seat	Buna-N	Nitrile Rubber
Exterior paint	Phenolic Primer	FDA App. Red Oxide For Potable Water

- E. The valve shall be shall be located as shown on the plan drawings with the valve discharge hard piped into the wet well. Sewage Air and Vacuum Valve shall be APCO Series 400WA as manufactured by Valve & Primer Corp.

2.09 TRANSMISSION PIPING

- A. The station valving and piping shall be housed within the enclosing structure. The diameters of the pump discharge and common force main connections shall be as noted on the contract drawings.
- B. The discharge headers shall be of welded steel construction. Elbow and tee fittings shall be 125 lb. cast fittings with ANSI flanges. The piping assembly as it exits through the station plate shall be continuously welded and gas tight. Gasketed transitions and/or mechanical couplings through the decking shall not be acceptable. The pipes shall extend into the wet well for field connection as noted on the contract drawings.
- C. The transmission piping and valving shall be shot blasted to a commercial finish per S.S.P.C.S.P. #6. The steel base assembly shall be epoxy coated in two applications to achieve 8-10 mils DFT with Tnemec #66 Hi-Build epoxoline in accordance with manufacturer's recommendations.

2.10 LIFT STATION BYPASS

- A. The pump station shall include a pump bypass system. The purpose of this system is to facilitate the connection of an emergency pump to a fixed suction and fixed by-pass force-main connection at the lift station.
- B. The bypass system shall be completely constructed of aluminum with non-corrosive

hardware. Suction and bypass connections shall be installed with a male camlock fitting for quick connection of emergency pump. The camlock fitting will be protected from the environment by its location on the lift station and factory installed. Fittings installed at grade will be protected by an aluminum diamond plate lid with integral waterproof locking assembly. Camlock fittings extending above grade elevation protected by pin and hole lock assemblies or site installed camlock fittings, shall not be considered equal. The diameter of the camlock fitting shall be as shown on the plan drawings.

- C. Installing contractor is responsible for installation of PVC-80 suction piping into the wet well from the suction bypass connections camlock. Suction pipe is to be same diameter as camlock fitting and attached via threaded fitting on camlock. The suction pipe shall extend to within one (1) foot of the bottom of the wet well and be permanently mounted. A foot valve shall not be used on the bottom of the suction line. If it is deemed necessary to have bracing on the suction line it shall be supplied and installed by the installing contractor.
- D. Discharge camlock shall be piped to the discharge line of the station prior to shipment. Camlock shall be isolated from force main by plug valve to prevent flow from passing through camlock when not in use.

2.11 WET WELL

- A. The wet well shall be constructed of pre-cast, reinforced concrete sections conforming to ASTM C-478. It shall have an integral reinforced bottom. All joints shall be sealed in Wrapid Seal Heat Shrinkable Wrap by CANUSA or approved equal. Pipes entering and exiting the manhole shall be sealed with Link Seals, KOR-N-SEAL flexible boot, "A"-lock gasket or other approved sealing devices. Flexible boot connections shall be secured to the pipe with stainless steel clamps. The concrete sections shall rest on a minimum of 8-inches of aggregate compacted to 95% modified proctor density. All materials disturbed by the excavation shall be removed and replaced with structure backfill compacted to 95% modified proctor density.
- B. The wet well volume shall be based on design average flow and a filling time to exceed 30 minutes. Should the filling time exceed 30 minutes, provisions shall be made to prevent septicity.

DIVISION 3 - CONTROL SYSTEMS

3.00 PUMP CONTROL SYSTEM

- A. The control equipment shall be a Precision Systems duplex control system with NEMA Type 12 metallic enclosure. The pump controller, control switches, pilot lights and elapsed time meters shall be mounted on the enclosure observable and operable without accessing the high voltage interior of the enclosure. Power shall be supplied to the control panel with three-phase service direct from the meter head and main disconnect.

- B. Thermal magnetic air circuit breakers shall be provided for branch disconnect service and short circuit protection of all motor control and auxiliary circuits. Circuit breakers shall be operable without accessing the high voltage interior of the enclosure.
- C. NEMA rated magnetic across-the-line starters with under-voltage release and overload coils for each phase shall be provided for each pump motor to give positive protection. Each single-phase auxiliary motor shall be equipped with an over-current protection device in addition to the branch circuit breaker or shall be impedance protected. All switches shall be labeled and a coded wiring diagram shall be provided. For motor HP greater than 30 HP, consult with utility for solid state softstarts in lieu of across-the-line starters.
- D. Non-resettable six digit elapsed time meters shall be provided for each pump to monitor the cumulative operating time of the pump.
- E. Pilot lights shall be provided to indicate:
1. Low wet well level "Red"
 2. High wet well level "Red"
 3. Pump Running (2) "Green"
 4. Seal failure (2) "Yellow"
 5. Motor high temperature (2) "Red"
- F. The control system shall be protected by a three-phase SAAC MLD relay with socket type plug-in and equipped with phase reversal detection. Upon loss of phase or reversal of phase, the control logic shall shut down all circuits to the pumps and remain shut down until return of phase to normal condition.
- G. The pumps shall be provided with time delay starting to prevent overload due to simultaneous pump starting. The delay shall be adjustable and shall be set to prevent the pumps from starting less than five seconds apart.
- H. A GFI type duplex convenience outlet shall be provided in the control panel. The convenience outlet shall be wired to a separate 15 amp circuit breaker.
- I. The control system shall be supplied with a lightning and surge arrestor wired into each of the three legs of the three-phase service.
- J. A Consolidated Electric control system shall be provided to control the sewage pumps. The control equipment shall be as specified below.

3.01 PUMP CONTROLLER

- A. The control panel shall include a Consolidated Electric Model D152 level controller shall be provided as an integral part of the pump station control panel. The controller shall consist of a display/setpoint board and a submersible level transducer. The

display/setpoint board shall be mounted on the face of the enclosure.

- B. The controller shall provide a full-range differential control for two pumps plus high and low level alarm in response to the signal received from the transducer. It shall operate on 120 VAC and include motor starter pilot circuitry for operation of the pumps. The high and low level alarms shall have an external failsafe dry contact for remote alarm indication.
- C. The level shall be visually observable on the 40 segment LED bar graph display on the face of the module. Level adjustments shall be made by moving pins in accordance with the bar graph to the desired level of control activation/deactivation. The programming pins shall allow for forty possible positions for setting the "on" level for each pump; the "off" level for each pump; the alarm "on" levels and the alarm "off" levels.
- D. The Controller shall provide automatic or manual operation of each pump based on a selector switch on the face of the module. In the automatic mode the pumps shall alternate lead-lag operation on each start cycle. In the manual mode either pump shall be selectable as the lead pump.
- E. Four LED's shall be provided above each setpoint to indicate status for the respective condition. An alarm reset push-button shall also be provided to silence an ongoing alarm.
- F. A wet well level simulation switch shall be provided to allow the operator to simulate a rise or fall in wet well level. The simulation switch will turn on and off pumps/alarms based on the artificial level introduced by the operator. Upon release of the simulation switch, the level shall return to the actual reading received from the transducer.
- G. It is the specific intention of this functional requirement that a standard controller will be employed with features as herein described and that it be a fully integrated assembly. That is, the furnishing of similar functions using a generic programmable controller with custom software, a multiplicity of setpoint modules or extensive relay/timer logic to accomplish control sequences, etc., is specifically precluded by this specification and will not be acceptable.
- H. The controller furnished under this specification shall be comprehensively integrated with the specified submersible level transducer type wet well level sensing system and associated motor control equipment and circuitry. It shall be a Model D152 as manufactured by Consolidated Electric Company of St. Paul, MN. It shall be furnished with all necessary drawings and instructions and placed in successful automatic operation. It shall be guaranteed for one year from date of start up and acceptance to the effect that any defects in material or workmanship shall be corrected without cost or obligation to the Town of Winfield.

3.02 TRANSDUCER

- A. The liquid level transducer shall be a 4-20 maDC, w-wire, 15-40 vDC loop-powered type with its output signal directly proportional to the measured level excursion over a factory-calibrated range of zero to 10 feet of water.
- B. The transducer shall be of the solid-state head-pressure sensing type, suitable for continuous submergence and operation and shall be installed in accordance with manufacturer's instructions. The bottom diaphragm face of the sensor shall be installed 12 inches above the floor of the wet well. The sensor shall be mounted using a 1-inch vertical stainless steel pipe and cable system at the location shown on the drawings.
- C. The transducer housing shall be fabricated of type 316 stainless steel with a bottom diaphragm 2-5/8-inches in diameter and constructed of heavy-duty, limp, foul-free, molded Teflon bonded to a synthetic rubber back/seal. A hydraulic fill liquid behind the diaphragm shall transmit the sensed pressure to a solid-state variable capacitance transducer element to convert the sensed pressure to a corresponding electrical value.
- D. The sensed media shall exert its pressure against the diaphragm with flexes minutely so as to vary the proximity between an internal ceramic diaphragm and a ceramic substrate to vary the capacitance of an electrical field created between the two surfaces. A stable, hybrid, operational amplifier assembly shall be incorporated in the transducer to excite and demodulate the sensing mechanism. The transducer shall incorporate laser-trimmed, temperature compensation and high quality components and construction to provide a precise, reliable, stable output signal directly proportional to the sensed pressure over a factory calibrated range.
- E. The transducer element shall incorporate high over-pressure protection and be designed to withstand intermittent over pressures five times the full scale range being sensed. Metallic diaphragms shall not be acceptable in that they are subject to damage or distortion.
- F. Sensing principles employing LVDT's, resistive or pneumatic elements shall not be acceptable.
- G. The transducer shall include easily accessible offset and span adjustments in the upper assembly. Span shall be adjustable down to 15% of the sensor range. Fine and coarse adjustments for both span and offset shall be provided, using 25-turn potentiometers. Offset and span adjustments shall be non-interactive, for ease of calibration.
- H. The internal pressure of the lower transducer assembly shall be relieved to atmospheric pressure through a heavy duty urethane jacketed hose/cable assembly and a slack PVC bellows mounted in the NEMA 3R enclosure. The sealed breather system shall compensate for variations in barometric pressure and expansion and contraction of air due to temperature changes and altitude as well as prevent fouling from moisture and other corrosive elements.

- I. The transducer shall be provided with a cable suspension kit to relieve strain on the electrical cable.

3.03 REDUNDANT CONTROL SYSTEM

- A. An independent high level alarm and redundant control capability with features hereinafter listed shall be provided in addition to the specified primary control system. It shall be powered by a 120 VAC circuit breaker (other than the one powering the primary system) and use one or more direct-acting level-responsive float switches as described.
- B. The independent alarm/control panel equipment shall be designed to UL508 Industrial Control Panel standards and shall incorporate a 120 VAC input transformer with transient protection, a fused primary and a DC power supply with limited 12 VDC to supply the level sensing float circuit(s). The control shall be used here with a single high-level float switch arranged in the wet well at a higher elevation than the normal operating range of the primary control and alarm. The float switch shall be mounted in the wet pit in accordance with manufacturers instructions or as shown on the plans. The front face of the Controller shall incorporate a High Level Alarm LED, a Control Turn-On LED, a Control-Hold LED, Control Contacts LED and a time adjustment with a 0 to 5-minute range.
- C. Upon the occurrence of a high level condition sensed by the high alarm float, the High Level Alarm red LED shall light, a form C SPDT alarm output contact circuit shall transfer to operate the specified alarm devices and two (2) form A, normally-open, redundant-control (10 amp/240 VAC) circuits shall close to provide redundant pump operation. These control circuits shall be wired in parallel with the primary control system two-wire control circuits to provide a redundant capability. As the level recedes from the high level float, the alarm contact shall return to its normal state; however, the redundant control contacts are to continue to operate during the time period setting of the off-delay timer. After that time interval (which is to commence following the lowering of the high level float) the control relay contacts are to re-open.
- D. The Control Turn-On and Control-Hold LED's and circuitry allow two additional floats to be used with the CB1T to provide differential-level automatic control in addition to the High-Level Alarm capability. When the differential level pump control is in use, the High Level Alarm circuitry is not generally connected to activate the control circuits in the redundant mode here described.
- E. The redundant control/alarm capability shall be completely integrated in the specified control panel and system as described and in accordance with all applicable codes and job requirements.
- F. The logic/relay assembly and level-sensing means to perform the described functions shall be a US Filter Control Systems/Consolidated Electric Bulletin B300, Model CB1T.

DIVISION 4 – TELEMETRY SYSTEM

4.00 TELEMETRY CONTROL PANEL

- A. The manufacturer shall provide a continuous twenty four (24) hour alarm monitoring system to monitor the status of the pumps and generator. The system shall relay information to a web site, where it can be exclusively accessed by the user. The system shall also have the capability of instantaneous alarm notification through telephone calling, e-mails, pages, or any combination of those items.
- B. The system shall not require phone or radio hookup and shall not require a communication charge. All transmission of data shall be through a self contained monitoring system located within the control enclosure. The system shall be pre-wired at the manufacturer to all monitored equipment and shall be tested prior to shipment. Monitoring systems installed at start-up and/or not factory tested shall not be considered equal or approved.
- C. The system shall monitor the following conditions as a minimum:
 - 1. Cumulative generator run time hours
 - 2. Generator fail alarm
 - 3. Utility power fail alarm
 - 4. Low fuel alarm (diesel powered units only)
 - 5. Station high water alarm (partial-bury stations only)
 - 6. High wet well level alarm
 - 7. Low wet well level alarm
 - 8. Pump fail alarm
- D. The end user shall select the reporting method desired at time of start-up, i.e. phone, e-mail, page, or no notification.
- E. The system shall be the Sta-Calm system manufactured by Precision Systems or engineer approved equal.

DIVISION 5 – STAND BY POWER

5.00 STANDBY POWER

- A. Engine generator set shall be capable of providing the requirements specified in Section 2.02 - Operating Conditions.

5.01 ENGINE

- A. The engine shall be stationary, liquid cooled, spark ignited for natural gas fuel. The engine shall be inner cooled, or naturally aspirated, as required by engine manufacturer.

- Engine shall be certified as capable of developing the required horsepower at 1800 RPM.
- B. Minimum fuel rating for natural gas shall be 1000 BTU per cubic foot. The required fuel volume shall be determined by the manufacturer.
- C. Engine equipment shall include the following:
1. Electric starter as required by the manufacturer.
 2. Fuel filter with replaceable element.
 3. Engine driven mechanical positive displacement fuel pump.
 4. Replaceable dry element air cleaner.
 5. Positive displacement mechanical full pressure, lubrication oil pump with full flow lubrication oil filters.
 6. Engine speed shall be governed by an isochronous governor system which will automatically control frequency to a percent determined by the lift station supplier of the rated frequency from full load to no load.
 7. Engine protective devices to indicate alarm and engine shutdown for the following:
 - a. Low coolant temperature alarm.
 - b. Low coolant level shutdown.
 - c. Low lubrication oil pressure alarm and shutdown.
 - d. High coolant temperature alarm and shutdown.
 - e. Overspeed shutdown.
 - f. Overcrank lockout.
 8. Engine mounted thermostatically controlled water jacket.
 9. Battery charging alternator with solid-state regulator.
 10. Cooling system - Engine shall be cooled by engine mounted radiator system including belt driven pusher fan, coolant pump, and thermostat temperature control. The radiator shall be provided with a duct adaptor flange.
 11. Exhaust System - The engine exhaust muffler shall be of a spiral type and shall be rated for residential silencing. The muffler shall be mounted so that its weight is not supported by the engine and shall utilize flexible stainless steel exhaust connectors. The exhaust piping shall be routed through the side wall of the base and be terminated outside the housing. Exterior exhaust piping shall be insulated with a minimum 2-inch thick calcium silicate thermal insulation with aluminum shroud.
 12. The engine shall be provided with all fuel system piping required for an automatic operation of the system. All piping shall be black iron and be sized to provide proper fuel flow for the engine. The engine will be provided with a strainer, fuel flex and fuel solenoid.
 13. Provide connections for connecting fuel system to the engine in compliance with applicable codes and regulations.

5.02 ALTERNATOR

- A. The alternator shall be single bearing, self-aligning, 4-pole, brushless synchronous type, revolving field, with amortisseur windings, and with direct drive centrifugal blower for

proper cooling and minimum noise. No brushes will be allowed. The alternator shall be directly coupled to the drive engine through a flexible coupling to insure permanent alignment. Voltage regulation shall be within plus or minus 5 % of rated voltage, from no-load to full load. The sustained voltage dip shall be less than 12% of rated voltage when full load and rated power factor is applied to the alternator. Recovery to stable operation shall occur within two seconds. Stable or steady-state operation is defined as operation with terminal voltage remaining constant within plus or minus 1% of rated voltage. Insulation shall meet NEMA standards for Class H.

- B. The alternator shall be 3-phase, broad range, reconnectable and shall have 12 leads.
- C. The alternator, pmg exciter, and voltage regulator shall be designed and manufactured by the same manufacturer as the engine generator set.

5.03 ENGINE GENERATOR SET CONTROLS

- A. Provide a lighted, unit mounted control module. The engine generator set control shall include the following:

1. Oil pressure gauge
2. Coolant temperature gauge
3. Running time meter
4. Charge rate ammeter
5. Manual reset field circuit breaker
6. Manual selector switch (Run-stop-remote)
7. Remote two (2) wire start control
8. Automatic engine shutdown
9. Analog AC voltmeter (2% accurate)
10. Analog AC ammeter (2% accurate)
11. Analog frequency meter (+/- 0.6 Hz)

- B. Indicator lamps shall be provided for the features available on the generator that is specified. If available the following shall be included.

1. Run
2. Fault
3. Overcrank
4. Overspeed
5. Switch off
6. Low engine temperature
7. Prelow oil pressure
8. Low oil pressure
9. Prehigh engine temperature
10. High engine temperature
11. Low coolant level

- C. A fault reset switch shall be provided. The control design shall be set so that the fault indication shall remain until reset.
- D. Starting battery system shall be provided for the engine as recommended by manufacturer. The battery system shall be mounted in a battery rack within the engine generator set base.

5.04 ENGINE GENERATOR TESTING

- A. The engine generator shall be tested at the factory to verify all safety shut down, single step load pick up per NFPA 110-1985, transient and voltage dip responses, steady state voltage and speed checks and voltage regulation. The contractor shall record and submit the test results.
- B. A complete test including all generator, transfer switch and environmental functions will be performed after assembly and before system is shipped to jobsite. The test shall include simulated power outage and operation test of all components as a completed system. Factory test of components separately prior to final assembly in the power module will not be an acceptable alternate to the complete system check. A copy of this test report will be available on request prior to startup.

DIVISION 6 - AUTOMATIC TRANSFER SWITCH

6.00 GENERAL

- A. The complete microprocessor controlled automatic transfer switch shall be designed and manufactured by the manufacturer of the engine generator set. It shall be UL 1008 listed and be approved by the Canadian Standards Association. The manufacturer shall furnish schematic and wiring diagrams for the automatic transfer switch and a typical interconnection wiring diagram for the entire standby system. Test reports certified by the manufacturer shall be provided to the engineer for the entire engine/generator/transfer switch system.

6.01 RATINGS

- A. The transfer switch shall be rated _____ amps, _____ RMS symmetrical amps withstand/closing, and 600 Volts AC minimum. The transfer switch shall be rated to carry 100% of rated current continuously in the enclosure supplied, in ambient temperatures of -40 to +60 degrees C, relative humidity up to 90% (non-condensing), and altitudes up to 10,000 feet.

6.02 CONSTRUCTION

- A. The transfer switch shall be double-throw, electrically and mechanically interlocked, and mechanically held in the source 1 and source 2 positions. The transfer switch shall be specifically designed to transfer to the best available source if it inadvertently stops in a

neutral position.

- B. Transfer switches rated through 1000 amperes shall be equipped with permanently attached manual operating handles and quick-break, quick-make over-center contact mechanisms. Transfer switches over 1000 amperes shall be equipped with manual operators for service use only under de-energized conditions.
- C. Main switch contacts shall be high-pressure silver alloy. Contact assemblies shall have arc chutes for positive arc extinguishing. Arc chutes shall have insulating covers to prevent inter-phase flashover.
- D. Transfer switch internal wiring shall be composed of pre-manufactured harnesses that are permanently marked for source and destination. Harnesses shall be connected to the control system by means of locking disconnect plug(s), to allow the control system to be easily disconnected and serviced without disconnecting power from the transfer switch mechanism.
- E. Transfer switch shall be provided with flame retardant transparent covers to allow viewing of switch contact operation but prevent direct contact with line voltage components.
- F. Transfer switches designated on the drawings as 4-pole shall be provided with a switched neutral pole. The neutral pole shall be of the same construction and have the same ratings as the phase poles. All poles shall be switched simultaneously using a common crossbar. Equipment using add-on accessory overlapping contacts are not acceptable.
- G. Transfer switches that are designated on the drawings as 3-pole shall be provided with a neutral bus and lugs. The neutral bus shall be sized to carry 100% of the current designated on the switch rating.

6.03 CONNECTIONS

- A. Field control connections shall be made on a common terminal block that is clearly and permanently labeled.
- B. Transfer switch shall be provided with AL/CU mechanical lugs sized to accept the full output rating of the generator set.

6.04 OPERATOR CONTROLS

- A. Each transfer switch shall be provided with a control panel to allow the operator to view the status and control operation of the transfer switch. The operator panel shall be a sealed membrane panel rated NEMA 3R/IP53 or better (regardless of the enclosure rating) that is permanently labeled for switch and control functions. The operator panel shall be provided with the following features and capabilities:

1. High intensity LED lamps to indicate the source that the load is connected to (source 1 or source 2), and which source(s) are available. Source available LED indicators shall operate from the control microprocessor to indicate the true condition of the sources as sensed by the control.
2. High intensity LED lamps to indicate that the transfer switch is "not in auto" (due to control being disabled or due to bypass switch enabled or in operation) and "Test/Exercise Active" to indicate that the control system is testing or exercising the generator set.
3. "OVERRIDE" pushbutton to cause the transfer switch to bypass any active time delays for start, transfer, and re-transfer and immediately proceed with its next logical operation.
4. "TEST" pushbutton to initiate a preprogrammed test sequence for the generator set and transfer switch. The transfer switch shall be programmable for test with load or test without load.
5. "RESET/LAMP TEST" pushbutton that will clear any faults present in the control, or simultaneously test all lamps on the panel by lighting them.
6. The control system shall continuously log information on the number of hours each source has been connected to the load, the number of times transferred, and the total number of times each source has failed. This information shall be available via the service tool or an operator display panel.

6.05 INTERNAL CONTROLS

- A. The transfer switch internal control system shall be configurable in the field for any operating voltage level up to 600VAC. Provide RMS voltage sensing and metering that is accurate to within plus or minus 1% of nominal voltage level. Frequency sensing shall be monitored based on the normal voltage at the site. Systems that utilize voltage monitoring based on standard voltage conditions are not acceptable.
- B. Transfer switch voltage sensors shall be close differential type, providing source availability information to the control system based on the following functions:
 1. Monitoring all phases of the normal service (source 1) for under voltage conditions (adjustable for pickup in a range of 85 to 98% of the normal voltage level and dropout in a range of 75 to 98% of normal voltage level).
 2. Monitoring all phases of the emergency service (source 2) for under voltage conditions (adjustable for pickup in a range of 85 to 98% of the normal voltage level and dropout in a range of 75 to 98% of pickup voltage level).
- C. All transfer switch sensing shall be configurable from a windows 95 or NT PC-based service tool, to allow setting of levels, and enabling or disabling of features and functions. Selected functions including voltage sensing levels and time delays shall be configurable using the operator panel. Designs utilizing DIP switches or other electromechanical devices are not acceptable. The transfer control shall incorporate a series of diagnostic LED lamps.

- D. The transfer switch shall be configurable to control the operation time from source to source (program transition operation). The control system shall be capable of enabling or disabling this feature, and adjusting the time period to a specific value. A phase band monitor or similar device is not an acceptable alternate for this feature.
- E. The transfer switch shall incorporate adjustable time delays for generator start (adjustable in a range from 0-15 seconds); transfer (adjustable in a range from 0-120 seconds); retransfer (adjustable in a range from 0-30 minutes); and generator stop (cooldown)(adjustable in a range from 0-30 minutes).
- F. The control system shall be designed and prototype tested for operation in ambient temperatures from -40C to +70C. It shall be designed and tested to comply with the requirements of the following voltage and RFI/EMI standards.
- G. The control shall have optically isolated logic inputs, high isolation transformers for AC inputs, and relays on all outputs, to provide optimum protection from line voltage surges, RFI and EMI.
- H. The transfer switch shall be provided with a battery charger for the generator set starting batteries. The battery charger shall be a float type charger rated 2 amps. The battery charger shall include an ammeter for display of charging current and shall have fused AC inputs and DC outputs.

6.06 CONTROL INTERFACE

- A. The transfer switch will provide an isolated relay contact for starting of a generator set. The relay shall be normally held open, and close to start the generator set. Output contacts shall be form C, for compatibility with any generator set.
- B. Provide one set of form C auxiliary contacts on both sides, operated by transfer switch position, rated 10 amps 250VAC.
- C. The transfer switch shall provide relay contacts to indicate the following conditions: source 1 available, load connected to source 1, source 2 available, load connected to source 2.

6.07 ENCLOSURE

- A. Enclosures shall be UL listed. The enclosure shall provide NEC wire bend space. The cabinet door shall be key-locking.
- B. Transfer switches shall be mounted in an enclosure of the types as designated on the drawings. Separate enclosures shall be the NEMA type specified. The cabinet shall provide code-required wire bend space at point of entry as shown on the drawings. Manual operating handles and all control switches (other than key-operated switches)

shall be accessible to authorized personnel only by opening the key-locking cabinet door. Transfer switches with manual operating handles and/or non key-operated control switches located on outside of cabinet do not meet this specification and are not acceptable.

6.08 OPEN TRANSITION OPERATION

- A. Transfer switch normally connects an energized utility power source (source 1) to loads and a generator set (source 2) to the loads when normal source fails. The normal position of the transfer switch is source 1 (connected to the utility), and no start signal is supplied to the genset.
- B. Generator Set Exercise (Test) With Load Mode. The control system shall be configurable to test the generator set under load. In this mode, the transfer switch shall control the generator set in the following sequence:
1. Transfer switch shall initiate the exercise sequence at a time indicated in the exercise timer program, or when manually initiated by the operator.
 2. The transfer switch shall issue a compatible start command to the generator set.
 3. When the control system senses the generator set at rated voltage and frequency, it shall operate to connect the loads to the generator set by opening the normal source contacts, and closing the alternate source contacts a predetermined time period later. The timing sequence for the contact operation shall be programmable in the controller.
 4. The generator set shall operate connected to the load for the duration of the exercise period. If the generator set fails during this period, the transfer switch shall automatically reconnect the loads to the normal service.
 5. On completion of the exercise period, the transfer switch shall operate to connect the loads to the normal source by opening the alternate source contacts, and closing the normal source contacts a predetermined time period later. The timing sequence for the contact operation shall be programmable in the controller.
 6. The transfer switch shall operate the generator set unloaded for a cooldown period, and then remove the start signal from the generator set. If the normal power fails at any time when the generator set is running, the transfer switch shall immediately connect the system loads to the generator set.
- C. Generator Set Exercise (Test) Without Load Mode. The control system shall be configurable to test the generator set without transfer switch load connected. In this mode, the transfer switch shall control the generator set in the following sequence:
1. Transfer switch shall initiate the exercise sequence at a time indicated in the exercise timer program, or when manually initiated by the operator.
 2. The transfer switch shall issue a compatible start command to the generator set.
 3. When the control system senses the generator set at rated voltage and frequency, it shall operate the generator set unloaded for the duration of the exercise period.
 4. At the completion of the exercise period, the transfer switch shall remove the start

signal from the generator set. If the normal power fails at any time when the generator set is running, the transfer switch shall immediately connect the system loads to the generator set.

6.09 OTHER REQUIREMENTS

- A. The transfer switch supplier shall perform a complete operational test on the transfer switch prior to shipping from the factory. A certified test report shall be available on request. Test process shall include calibration of voltage sensors.
- B. The manufacturer of the transfer switch shall maintain service parts inventory at a central location which is accessible to the service location 24 hours per day, 365 days per year.
- C. The transfer switch shall be serviced by a local service organization that is trained and factory certified in both generator set and transfer switch service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.
- D. The manufacturer shall maintain model and serial number records of each transfer switch provided for at least 20 years.
- E. The transfer switch shall be Model OTPC _____ as manufactured by Cummins Onan, Inc.

7.00 GENERAL

- A. The generator and automatic transfer switch and other associated equipment are to be supplied as a complete assembly mounted on a single common base and enclosed within the fiberglass structure. All necessary wiring between the ATS and generator are to be completed prior to shipment. Alternatives requiring field assembly or that have not been tested as a complete unit shall not qualify as equal product and shall not be accepted.

7.01 SOUND ATTENUATED FIBERGLASS ENCLOSURE

- A. Fiberglass enclosure shall be of the Tip-Up design with hinge location as shown on the drawing. No major conduits will be attached to the enclosure. The enclosure shall be large enough to accommodate inside storage of all specified equipment, including generator, transfer switch, and convenience accessories.
- B. The fiberglass enclosure shall have a gel coating of suitable thickness and density formulated to provide durability, abrasion resistance, color fastness, gloss retention, and shall be impervious to sewage, grease, oil, gasoline and other common chemicals. Gel coating shall be water resistant and shall meet or surpass ANSI Z-124.1-1974. Walls and

ceiling shall be solid fiberglass, minimum 3/16th inch thick construction utilizing chopped strand with 18 oz. woven roving backed with polyester bonder per ASTM D-579 at the major stress points. Exterior fiberglass finish shall be smooth automotive type finish. Rough finish enclosures that allow for the collection of environmental elements that lead to the failure of the fiberglass, shall not be considered equal and shall not be accepted.

- C. In order to prevent leakage, the housing will be a single piece design enclosure. Multi-piece or seamed designs utilizing mechanically connected or caulked sections with different coefficients of thermal expansion, will not be accepted.
- D. The complete enclosure shall be designed to withstand a wind load of 120 miles per hour. The roof shall be capable of withstanding a loading of 30 pounds per square foot minimum.
- E. The exterior color shall be white for thermal reflection and attractiveness.
- F. Opening of the fiberglass enclosure shall be assisted by gas springs mounted inside the enclosure. The gas springs shall be sized such that the operator is not required to use more than 25 pounds of lifting force at the tip of the enclosure to the full open position. The enclosure shall be set up to open and close at a maximum rate of 1 ft. per 5 seconds. Gas spring shall be constructed of chrome rods, o-rings seals, non-metallic rod guides and a taper piston orifice to insure uniformity in dampening. It shall be mounted with ball sockets to allow for misalignment and eliminate the possibility of binding.
- G. When open, the enclosure shall be locked in position with a minimum of one (1) locking safety bar. Locking mechanism will consist of a T-handle pin inserted into the safety bar without personnel having to enter the housing. Safety bar shall prevent accidental closures or sudden movement of the enclosure due to wind gusts.
- H. Maximum sound additive level shall be INSERTSOUNDOUTPUT dB(A). Non-specified manufacturers will be subject to field verification of sound output. See Section 9.00.A.

7.02 STEEL BASE ASSEMBLY

- A. The steel base shall be designed to mount and support the components defined in this section. The base will be of sufficient size to allow access for maintenance to these mounted items. The base shall be designed with adequate lifting points for installation as well as anchoring points as detailed on the contract drawings.
- B. The base shall integrate with the fiberglass enclosure such that, when closed, the fiberglass enclosure shall overlap the outside edge of the steel base. Designs that do not incorporate this feature allow leakage across the union of the fiberglass and steel and will not be accepted. Stainless steel locking hasp and minimum two (2) hinges shall be provided on the base for the attachment of the fiberglass enclosure.

- C. The base assembly shall be shot blasted to a commercial finish per SSPC-SP6. The base shall receive a minimum 10 mils epoxy paint similar or superior to Tnemec Series 66. The floor area of the base will receive an additional non-skid coating system.

7.03 FUEL SYSTEM

- A. Properly sized fuel piping within the base shall be supplied by the manufacturer. It shall also include a manual shut-off valve, Y strainer, solenoid control valve, and flexible connection to the engine at a minimum. Connection point for fuel supply shall be provided on the exterior portion of the base as shown on the contract drawings.

7.04 INTAKE AND EXHAUST LOUVERS

- A. The system shall include a complete intake and exhaust system designed to provide an adequate amount of air for both cooling and combustion. The system shall consist of intake and exhaust louvers, and radiator duct discharge assembly.
- B. The louvers shall be certified AMCA Standard 500 at a maximum of 0.35 in. WG while the engine generator set is operating at full load. Louvers shall be 2 in., multi-blade, minimum 13 gauge extruded aluminum, 6063-T5 alloy, with 3/4 in. aluminum mesh removable bird screen.

7.05 DUCT ASSEMBLY

- A. Duct assembly shall be provided between the engine radiator and the exhaust louver. The duct assembly shall be designed to provide a minimum amount of restrictions and a smooth air flow from the radiator to the exhaust louver.

7.06 ELECTRICAL ASSEMBLY

- A. All conduit and wiring shall be done in accordance with the latest edition of the National Electric Code.
- B. All conduits within the base shall be supplied by the manufacturer. Internal conduits shall be thin wall metallic tubing with set screw or compression type connections. Where flexibility is required flexible metallic conduit shall be used.
- C. Conduit connections for electrical service lines shall be provided on the exterior portion of the base as shown on the contract drawings. All couplings for field connection of conduits shall be of heavy wall steel construction and shall be continuously welded around their circumference. External conduits shall be rigid galvanized steel with threaded connections.
- D. The service pole and metering shall be provided by the installing contractor. A U.L. listed service entrance main disconnect switch, conduit and wiring between the power

company termination and the standby power system shall be furnished and installed by the installing contractor.

E. A load center for the convenience accessories shall be provided.

7.07 CONVENIENCE ACCESSORIES

A. A duplex GFI 120 volt convenience outlet shall be provided for AC "plug in" devices. An AC trouble light shall be provided for operator convenience.

7.08 SOUND ATTENUATION (Optional. If used, delete Section 7.01.H)

A. The unit shall be supplied with the following sound attenuating devices.

1. *Fiberglass enclosure shall be lined with a quilted acoustical blanket material designed for sound attenuation of large engines. Blanket shall be two sided and sandwich a vinyl sound reflective sheet. Blanket shall be encased in an abrasion-resistant silver facing.*
2. *Air scoops shall be added over the intake and exhaust louvers for the enclosure. Scoops will be designed to redirect airflow to prevent line of sight noise due to airflow into and out of the enclosure. Scoops shall be of similar fiberglass construction and color as the enclosure.*
3. *A critical silencer shall be used on the exhaust of the engine in lieu of the residential silencer specified in Section 3.02.C.10.*

B. *Maximum additive sound levels of the unit shall be INSERTSOUNDOUTPUT dB(A). Non-specified manufacturers will be subject to field verification of sound output. See Section 9.00.A.*

7.09 ACCESS HATCH

- A. An aluminum access cover of the size shown on the installation drawings shall be mounted in the lid of the wet well chamber of the Twin Pac. The access cover shall be constructed of 1/4" thick one-piece, mill finish, extruded aluminum frame. Door panels shall be 1/4" aluminum diamond plate reinforced to withstand a live load of 300 lbs. PSF. The doors shall open to 90 degrees and automatically lock with stainless steel hold open arms with aluminum release handles. Doors shall close flush with the frame. Hinges and all fastening hardware shall be stainless steel. Unit shall lock with a non-corrosive locking bar and have a non-corrosive handle. Unit shall be guaranteed against defects in material and/or workmanship for a period of 10 years.
- B. The access hatch cover shall be installed in the section of the Twin Pac that will be directly above the wet well and located external to the fiberglass housing. The hatch shall be premounted into the steel base structure of the pump station. Clear opening

dimensions of the access hatch shall be as designated on the plan drawings.

7.10 ELECTRICAL ASSEMBLY

- A. All conduit and wiring shall be done in accordance with the latest edition of the National Electric Code.
- B. All couplings for field connection of conduits shall be of heavy wall steel construction and shall be continuously welded around their circumference. External conduits shall be rigid galvanized steel with threaded connections. Internal conduits shall be thin wall metallic tubing with set screw or compression type connections. Conduits that enter the wet well access area shall be rigid PVC and shall be fitted with seal off fittings. Sealing compound shall be provided by the station manufacturer prior to entry into the wet well.
- C. Conduit and wiring between the automatic transfer switch and the generator shall be by the station manufacturer. Conduit and wiring between the transfer switch and the pump control panel shall be by the station manufacturer. Conduit and between the pump panel and the wet well junction box shall be by the station manufacturer.
- D. The service pole and metering shall be provided by the installing contractor. A U.L. rated main disconnect switch, conduit and wiring between the power company termination and the lift station shall be furnished and installed by the installing contractor.

8.00 OPERATION AND MAINTENANCE MANUALS

- A. Four (4) complete sets of manuals covering the operation and maintenance of the pumping equipment, standby power equipment, enclosing structure, and environmental accessories shall be submitted to the Town of Winfield upon acceptance of the facilities. Manuals shall be provided in a "D" ring binder clearly labeled for the specific job.

9.00 START UP SERVICES

- A. Field verification of sound requirements shall consist of sound readings taken in the dB(A) scale at eight (8) equally spaced points around the unit at a 23 ft. radius. Readings are to be taken while the unit is in its normal operating position under full load conditions. Points are to be averaged for comparison to the specified sound output level. Failure to meet specified sound output levels will be grounds for rejection of the equipment.
- B. The system supplier shall provide field inspection and a start up services. The supplier shall advise the Town of Winfield in writing of any deficiencies or irregularities that

may cause the system to operate correctly or void warranty.

DIVISION 10 - MANUFACTURERS

10.00 MANUFACTURED EQUIPMENT

- A. These specifications are based on the certain products deemed most suitable for the application involved. The following manufacturers equipment has been used for the basis of the above specifications.

Twin Pac:	Precision Systems
Pumps:	Barnes Pump
Controls:	Precision Systems
Telemetry	Sta-Calm
Standby Power:	Cummins Onan
System Rep:	Gasvoda & Associates, Inc.
Contact:	Trey Hardesty (708)-891-4400

- B. All equipment specified above shall be supplied by a single supplier with a single source service and warranty facility.
- C. The equipment shall be supplied by a local representative of the manufacturer. The local representative must offer in house service capabilities as a normal scope of his business. As a minimum the representative must have at his local facility a complete equipment service shop area arranged and equipped to provide in house factory authorized service for any equipment supplied. The representative must offer 24 hour emergency field service capabilities year round by factory trained and authorized technicians.
- D. Equipment sales offices who do not offer the aforementioned services as a normal part of their business scope will not be considered as acceptable equipment suppliers for this project.

DIVISION 11 - WARRANTY

11.00 WARRANTY

- A. The station manufacturer shall warrant for one year from date of start-up, not to exceed eighteen months from date of shipment, that the structure and all equipment will be free from defects in design, material and workmanship.
- B. The generator and transfer switch shall be provided with prorated, five (5) years or fifteen hundred (1,500) hours warranty in accordance with the manufacturers standard warranty.
- C. This warranty is contingent upon the initial start up of the equipment being performed by the manufacturer or its assigned authorized representative.

- D. Defective parts will be replaced or repaired free of charge, if returned to the factory or, at the option of the manufacturer, replaced in the field.
- E. This guarantee only covers defects that have developed in the service for which the equipment has been designed.
- F. The repair or replacement of parts normally consumed in service, such as light bulbs, is considered part of routine maintenance and such parts are not eligible for repair or exchange under this warranty.

***** End of Section *****



EXHIBIT C

Lift Station Repair Agreement:



SEWAGE LIFT STATION REPAIR AGREEMENT

THIS SEWAGE LIFT STATION REPAIR AGREEMENT (hereinafter the "Agreement") is made and entered into on the 4th day of April, 2012, by and between the Town of Winfield, Lake County, Indiana, an Indiana Municipal Corporation (hereinafter collectively, the "Town"), acting by and through its duly elected and acting Town Council, and Town of Winfield Sanitary District acting by and through its duly appointed and acting Sanitary Board, and Thieneman Homes Inc., an Indiana Corporation, and Wyndance, LLC, an Indiana Limited Liability Company, and any affiliated entities (hereinafter collectively, the "Developer").

RECITALS

WHEREAS, on or about the first week of January, 2012, due to a lack of maintenance and repair by Deer Creek Estates, the partially operational condition of the Deer Creek Sewage Lift Station (hereinafter the "Lift Station") led to bypass of raw sewage into the immediate vicinity of the Lift Station, presenting an emergency environmental and public health, welfare and safety situation within the Town; and

WHEREAS, during 2007 and 2008, the Developer connected into the private Lift Station followed by additional development in the Wyndance subdivision since that period; and

WHEREAS, the Town and the Developer acknowledge that there are numerous operational and functional deficiencies with the Lift Station that the Deer Creek Estates and Wyndance subdivisions in the Town (hereinafter "Subdivisions") are connected to for sanitary sewage collection for treatment in the Town; and

WHEREAS, the Town seeks to enter into this Agreement with Developer as an initial step to implementing a permanent solution to the current emergency operational condition of the Lift Station, and anticipates entering into additional agreements with the developers of the Subdivisions, and any affiliated entities of same; and

WHEREAS, the Town has been advised by the Indiana Department of Environmental Management, its Town Engineers, and the Town Sanitary Board, that certain mechanical, safety and communications equipment required for the safe, legal, and full operational capacity of the Lift Station, must be repaired and/or replaced to address the functional deficiencies of the Lift Station, and to prevent the future bypass of raw sewage; and

WHEREAS, the Town has placed an emergency moratorium on the issuance of any building and occupancy permits for the Subdivisions, following proper public meeting action of February 28, 2012, in relationship to the current emergency operational condition of the Lift Station;

WHEREAS, the Town and the Developer agree that a final comprehensive repair and maintenance solution is necessary and required to address the emergency situation and

operational deficiencies of the Lift Station related to the lack of maintenance, repair, and related interconnection issues of the Subdivisions to the Lift Station; and

WHEREAS, the Town and the Developer acknowledge that the current operational condition of the Lift Station presents an ongoing and continued environmental contamination issue due to the potential for additional bypass of raw sewage from the Lift Station; and

WHEREAS, the Developer agrees to release unconditionally, except for the covenants, terms and contingencies contained herein, the performance bond funds in the amount of Ninety-Seven Thousand Nine Hundred Dollars (\$97,900), which have already been called by the Town, for the Town's use in implementing a permanent solution to the existing emergency operational condition of the Lift Station; and

WHEREAS, the Town and Developer agree to enter into this Sewage Lift Station Repair Agreement for the purposes identified herein, in accordance with the terms and conditions set forth.

COVENANTS

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereto mutually covenant and agree as follows:

1. **Release of Performance Bond Funds:** Developer agrees to release the performance bond funds called and collected by the Town in the amount of Ninety-Seven Thousand Nine Hundred Dollars (\$97,900), unconditionally, except for the covenants and terms herein, providing the Town the funding necessary to implement one (1) of two (2) permanent and final solutions (Option A or Option B) pertaining to the emergency operational condition of the Lift Station as identified under Section 3(a) and Section 3(b) below.

2. Following approval execution of this Agreement by the parties hereto, the Town shall lift the emergency building permit moratorium on the Wyndance subdivision established and declared by the provisions of Town Resolution No. 2012-2 adopted by the Winfield Town Council on February 28, 2012. Noncompliance with any terms of this Agreement thereafter shall cause the Town, at its discretion, to renew the emergency building permit moratorium for the Wyndance subdivision.

3. The Town shall take all appropriate actions to negotiate and enter into an agreement with the developer of Deer Creek for Sanitary Sewer Recapture, Terms for Ownership Interest in the Lift Station, and a Three (3) Party Mutual Release of the Town, the developer of Deer Creek, and the developer of Wyndance, from current and future legal proceedings in connection with the environmental and operational issues with the Lift Station. In the event that an agreement is negotiated and entered whereby the Wyndance subdivision remains connected to the Lift Station, the Town shall implement Option A. In the event that the Wyndance subdivision

shall be disconnected from the Lift Station, the Town shall implement Option B. Non-negotiable terms for both Options are hereinafter defined as follows:

a. Option A - Wyndance Remains Connected to the Lift Station:

- i. This Option is expressly contingent on the Town negotiating and entering into an approval agreement with the developer of Deer Creek Estates, Deer Creek Estates, LLC, and any affiliated entities, for the Town to obtain an ownership interest in acceptable form and content to the Town for the Lift Station and connections thereto, as well as access to same.
- ii. The Developer shall repair the Lift Station to acceptable and proper operating condition, as well as erect a new security fence around same, subject to the approval of the Town Engineer, all within forty-five (45) days from the date that the Town and Deer Creek Estates, LLC, negotiate and enter into an approval agreement, and whereby the Town is conveyed an ownership interest in acceptable form and content for the Lift Station and connections thereto, as well as access to same. Acceptable and proper operating condition is defined as meeting the specifications identified in the report from the Town Engineer, DLZ Corporation, attached hereto as **Exhibit "A"**. Upon completion of all required improvements and repairs to the Lift Station bringing it to an acceptable and proper operational condition, inspection of same, and approval by the Town Engineer of all improvements and repairs, including construction of the security fence, the Town shall make payment to the Developer from the called and collected Performance Bond funds, in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- iii. The Developer shall be responsible for the operation and maintenance of the Lift Station commencing from the date of execution of this Agreement, and thereafter, for a period of one (1) year (hereinafter referred to as the "Transfer Period"), commencing on the date that the Lift Station is repaired and restored into full acceptable and proper operating condition, the new security fence is installed, and after all required improvements and repairs have been inspected and approved by the Town.
- iv. The Town shall be conveyed an ownership interest in acceptable form and substance conveying the Lift Station and connections thereto, as well as access to same, for the Town's future access and maintenance purposes from the developer of Deer Creek Estates, and any affiliated entities.
- v. The Town shall prepare and enter into a Sanitary Sewer Recapture Agreement with the developer of Deer Creek Estates, and any affiliated entities, whereby the developer of Deer Creek Estates shall receive the amount of Eight Hundred and 00/100 Dollars (\$800) for each future sanitary sewer line tap connection, subject to the credit to the developer of

the Wyndance Subdivision in subsection vi. of this Option A Agreement Section. The sanitary sewer recapture agreement will be for a period of Fifteen (15) years commencing from January 1, 2008.

- vi. The Wyndance subdivision shall receive Forty (40) sanitary sewer tap connections without tap fee connection payment for the Thirty-Three (33) existing taps already made, as well as for Seven (7) additional tap connections. Thereafter, from the 41st tap connection and thereafter during the terms of the Sanitary Sewer Recapture Agreement, the amount of Eight Hundred and 00/100 Dollars (\$800) per tap fee connection shall be paid.
- vii. Thieneman Homes, Inc. and the developer of Deer Creek Estates each agree to withdraw any existing legal proceedings and not initiate any new proceedings in connection with the present environmental and operational issues pertaining to the Lift Station.

b. Option B - Wyndance Connects to the Meadows Subdivision Lift Station:

- i. In the event that the contingencies for Option A are not met within Fourteen (14) days with Deer Creek Estates, LLC, the Town, at its option, may elect to undertake this Option, Option B, to address the ongoing emergency operating condition of the Lift Station.
- ii. The Developer shall maintain and operate the Lift Station until such time as a new sanitary sewer line is constructed connecting the Wyndance subdivision to the Meadows Subdivision lift station facility.
- iii. The Town shall publically bid the contract for the sanitary sewer line construction to the Meadows Subdivision Lift Station compliant with applicable Indiana law.

4. Notice: All notices and other communications in connection with this Agreement shall be in writing and shall be deemed made, given or delivered to the addressee thereof (i) upon receipt, if delivered by personal delivery, or (ii) One (1) day after deposit with any nationally recognized courier delivery service (delivery charges prepaid), or (iii) Five (5) days after deposit in any main or branch United States Post Office, certified mail (postage prepaid), return receipt requested, or (iv) when sent after receipt of confirmation of answer back is sent by telecopy, or other similar facsimile transmission, in any case addressed to the parties, respectively, as follows:

Town of Winfield

Attn: Clerk-Treasurer
10645 Randolph Street
Winfield, IN 46307

With a Copy to:

David M. Austgen, Esq.
Austgen Kuiper & Associates, P.C.
130 N. Main Street
Crown Point, Indiana 46307
Winfield Town Attorneys

Wyndance, LLC & Thieneman Homes, Inc.

Attn: Kenneth D. Thieneman
Thieneman Homes, Inc.
3313 E. 83rd Place
Merrillville, Indiana 46410

With a Copy to:

David A. Buls, Esq.
Casal, Woodward & Buls, LLP
9223 Broadway, Suite A
Crown Point, IN 46307

5. **Attorney's Fees:** In the event it is necessary for either Party to this Agreement to initiate any action for the purpose of interpretation or enforcement, the prevailing Party shall be entitled to recover in addition to all its rights and remedies at law or in equity, its costs, including reasonable attorney's fees.

6. **Parties Bound:** The Parties agree that the terms and conditions of this Agreement will be binding upon the Parties hereto, their Heirs, Administrators, Executors, Assigns, Transferees, and any Successors in Interest.

7. **Governing Law and Invalidity:** This Agreement shall be governed and enforced by the Laws of the State of Indiana, and it is agreed that Indiana Courts shall have exclusive jurisdiction of any dispute under this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8. **Prior Agreements:** Upon the execution and delivery of this Agreement, all prior agreements, understandings, and communications concerning the Parties understanding of the terms of this Agreement shall be deemed canceled and terminated.

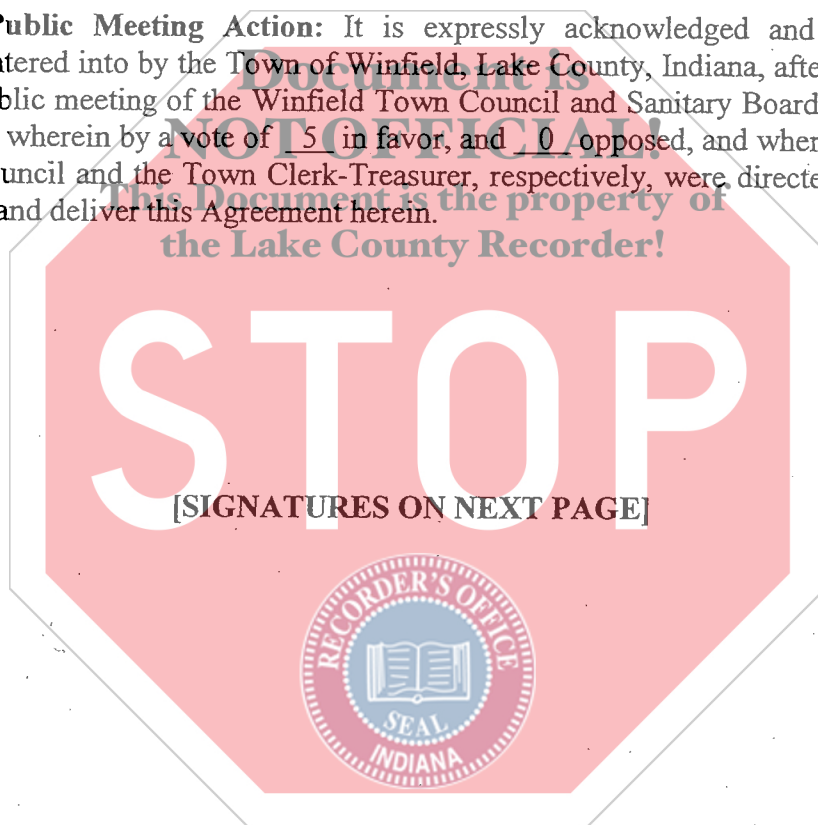
9. **Entire Agreement; Amendments:** This Agreement represents the entire understanding of the Parties hereto with respect to this subject matter of this transaction and

supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all of the Parties hereto.

10. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that both Seller and Buyer are not signatories to the same counterpart. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of any original executed counterpart. Any party delivering an executed counterpart by facsimile or electronic mail shall also deliver an original executed counterpart of this Agreement to the other party, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

11. Entity Authority: The undersigned Person or Persons executing this Agreement on behalf of any entity, represent and certify that they are duly elected, appointed, or authorized Officers, Representatives, or Members of said entity, and are fully empowered to execute and deliver this Agreement, and that all necessary entity actions for the making of this Agreement has been taken and done or will be taken and done.

12. Public Meeting Action: It is expressly acknowledged and stated that this Agreement is entered into by the Town of Winfield, Lake County, Indiana, after action at a duly noticed joint public meeting of the Winfield Town Council and Sanitary Board on the 27th day of March, 2012, wherein by a vote of 5 in favor, and 0 opposed, and whereby the President of the Town Council and the Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.



ACCEPTANCE OF AGREEMENT

Thieneman Homes, Inc.,
an Indiana Domestic Corporation,

By: Shannon R. Thieneman
Shannon R. Thieneman, President

By: Kenneth D. Thieneman
Kenneth D. Thieneman, Incorporator

Date: APRIL 4, 2012

Wyndance, LLC,
an Indiana Limited Liability Company,

By: Kenneth D. Thieneman
Kenneth D. Thieneman, Registered Agent

Date: APRIL 4, 2012

Town of Winfield,
an Indiana Municipal Corporation,

By: Paulette Skinner
Paulette Skinner, Town Council President

Date: APRIL 4, 2012

ATTEST:

Richard C. Anderson, Jr.
Richard C. Anderson, Jr.
MBA
Clerk-Treasurer

Winfield Sanitary Board

By: Paulette Skinner
Paulette Skinner, President

Date: APRIL 4, 2012

ATTEST:

Richard C. Anderson, Jr.
Richard C. Anderson, Jr.
MBA
Clerk-Treasurer

EXHIBIT D

Sanitary Sewer Facilities

(PHASE I DEER CREEK ESTATES – COSTS OF SANITARY SEWER FACILITIES)					
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	EXTENSION
1	SANITARY SEWER 8"	LFT	\$30.00	2,480	\$74,400.00
2	SANITARY LATERAL	EACH	\$500.00	37	\$18,500.00
3	SANITARY MANHOLE	EACH	\$2,500.00	15	\$37,500.00
4	SANITARY FORCE MAIN, 6"	LFT	\$25.00	3,800	\$95,000.00
5	AIR RELIEF VALVE	EACH	\$3,500.00	1	\$3,500.00
6	PUMP STATION	LS	\$200,000.00	1	\$200,000.00

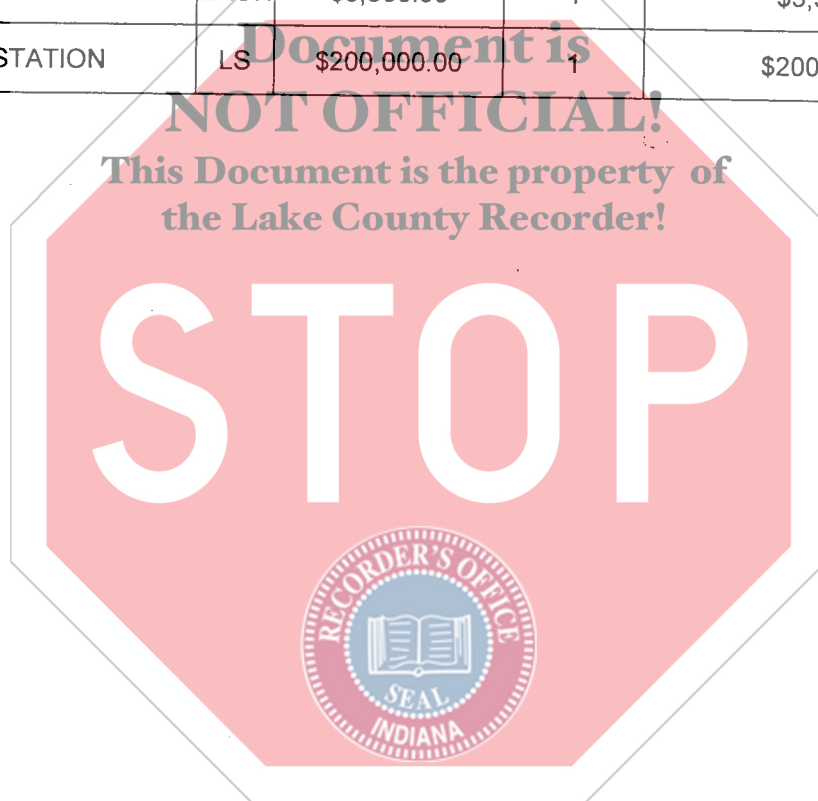


EXHIBIT E

LEGAL DESCRIPTION OF BENEFITED REAL ESTATE

DEER CREEK SUBDIVISION

Parcel 1:

Lots 1 thru 3, 7 thru 10, 12, 15 and 16, 18 thru 21, 26, 28, 29, 30, 31 and Lot 37 in Deer Creek Estates Phase I, a Planned Unit Development in the Town of Winfield, as per plat thereof, recorded in Plat Book 97, page 30, and Plat of Amendment recorded in Plat Book 98, page 91, in the Office of the recorder of Lake County, Indiana, except Outlot "A" and Outlot "B" and Lot 17. ALSO, Lots Numbered 4 and 5 in the Replat of Lots 4 & 5, Plat Of Amendment, Deer Creek Estates, Phase I, a Planned Unit Development in the Town of Winfield as per plat thereof recorded October 16, 2009 in Plat Book 104, page 6 as Document No. 2009-069935 in the Office of the Recorder of Lake County, Indiana.

Parcel 2 (Buildable Portion of Phase II):

Part of the West 70 acres of the Northwest Quarter of Section 8, Township 34 North, Range, 7 West of the Second Principal Meridian in Lake County, Indiana, being more particularly described as follows: Commencing at the Northwest corner of said Section 8; thence South.00 degrees 12 minutes 08 seconds East along the West line of said Section 8, a distance of 1997.44 feet; thence South 54 degrees 00 minutes 00 seconds East a distance of 436.84 feet; thence South 82 degrees 00 minutes 00 seconds East a distance of 141.86 feet to the point of beginning, thence North 01 degrees 00 minutes 00 seconds West a distance of 236.89 feet to a point on a curve, thence Westerly along said curve which is concave to the North and having a radius of 245.00 feet (the chord of which bears North 86 degrees 02 minutes 19 seconds West a chord distance of 18.75 feet), an arc distance of 18.75 feet thence North 10 degrees 00 minutes 00 seconds East a distance of 131.33 feet; thence North 49 degrees 00 minutes 00 seconds West a distance of 127.37 feet; thence North 04 degrees 00 minutes 00 seconds West a distance of 71.71 feet thence North 32 degrees 00 minutes 00 seconds East a distance of 90.71 feet; thence North 41 degrees 00 minutes 00 seconds East a distance of 261.98 feet; thence North 90 degrees 00 minutes 00 seconds East along the South line of Lots 35, 36 and 37 in Deer Creek Estates, Phase I, and recorded in Plat Book 97, page 30 in the Office of the Recorder of Lake County, Indiana, a distance of 335.01 feet to a point on a curve, said point also being the Southeast corner of said Lot 37, also being the West right-of-way line of Deer Creek Drive; thence Northerly along said curve on the West right-of-way line of said Deer Creek Drive, also being the East line of East line of said Lot 37, which is concave to the East and having a radius of 8030.00 feet (the chord of which bears North 00 degrees 56 minutes 33 seconds East a chord distance of 130.28 feet), an arc distance of 130.28 feet; thence South 88 degrees 35 minutes 34 seconds East, a distance of 60.00 feet to a point on a curve on the East right-of-way line of said Deer Creek Drive; thence Northerly along said curve which is concave to the East and having a radius of 7970.00 feet (the chord of which bears North 01 degrees 32 minutes 37 seconds East a chord distance of 37.91 feet), an arc distance of 37.91 feet to the Southwest corner of Lot 27 in said Deer Creek Estates, Phase I; thence North 89 degrees 00 minutes 00 seconds East along the South line of said Lot 27, a distance of 140.10 feet to a point on the East line of the West 70 acres of the Northwest Quarter of said Section 8, said point also being the Southeast corner of said Lot 27; thence South 00 degrees 07 minutes 35 seconds East along said East line, a distance of 930.91 feet; thence South 71 degrees 00 minutes 00 seconds West, a distance of 279.37 feet; thence North 82 degrees 00 minutes 00 seconds West, a distance of 398.80 feet to the point of beginning.

EXCEPT therefrom Lots Numbered 38, 39, 40, 41, 42, 43, 55, 56, 57, 58, 59, 60, 61, 62, 63 and Outlot "A" in Deer Creek Estates, Phase II, a Planned Unit Development in the Town of Winfield, Lake County, Indiana, as per plat thereof recorded October 16, 2009 in Plat Book 104, page 7 as Document No. 2009-069936 in the Office of the Recorder of Lake County, Indiana.

ALSO Lots Numbered 38, 39, 40, 41, 42, 43, 55, 56, 57, 58, 59, 60, 61, 62, 63 and Outlot "A" in Deer Creek Estates, Phase II, a Planned Unit Development in the Town of Winfield, Lake County, Indiana, as per plat thereof recorded October 16, 2009 in Plat Book 104, page 7 as Document No. 2009-069936 in the Office of the Recorder of Lake County, Indiana.

Parcel 3 (Buildable Portion of Phase III):

Part of the West 70 acres of the Northwest Quarter of Section 8, Township 34 North, Range 7 West of the Second Principal Meridian in Lake County Indiana, being more particularly described as follows: Commencing at the Northwest corner of said Section 8, thence South 00 degrees 12 minutes 08 seconds East along the West line of said Section 8 a distance of 1466.64 feet to the point of beginning thence North 75 degrees 00 minutes 00 seconds East, a distance of 229.47 feet thence North 05 degrees 00 minutes 00 seconds East, a distance of 327.08 feet; thence North 35 degrees 00 minutes 00 seconds East, a distance of 255.33 feet; thence North 55 degrees 00 minutes 00 seconds East, a distance of 225.23 feet to a point on a curve on the West right-of-way line of Deer Creek Drive, as shown on the recorded plat of Deer Creek Estates, Phase I, and recorded in Plat Book 97, page 30, in the Office of the Recorder of Lake County, Indiana; thence Southeasterly along said curve along the Southwest right-of-way line of said Deer Creek Drive, which is concave to the Northeast and having a radius of 280.00 feet (the chord of which bears South 27 degrees 22 minutes 28 seconds East a chord distance of 122.64 feet), an arc distance of 123.65 feet to a point of reverse curve on said right-of-way line, thence Southerly along said curve on the West right-of-way line of said Deer Creek Drive which is concave to the West and having a radius of 20.00 feet (the chord of which bears South 00 degrees 10 minutes 41 seconds West a chord distance of 25.82 feet), an arc distance of 28.07 feet, thence South 49 degree, 37 minutes 09 seconds East along the Southwest right-of-way line of said Deer Creek Drive, a distance of 60.00 feet to a point on the South right-of-way line of said Deer Creek Drive, said point also being the Northwest corner of Lot 28 of said Deer Creek Estates, Phase I; thence South 14 degrees 00 minutes 00 seconds East along the West line of said Lot 28, a distance of 144.53 feet to the Southwest corner of said Lot 28, said point also being the Northerly most corner of Lot 32 of said Deer Creek Estates, Phase I; thence South 48 degrees 00 minutes 00 seconds West along the Northwest line of said Lot 32 and of Lot 33 in said Deer Creek Estates, Phase I, a distance of 159.72 feet; thence South 29 degrees 00 minutes 00 seconds West along the West line of said Lot 33, distance of 59.79 feet to the Westernmost corner of said Lot 33, said point also being the Northwest corner of Lot 34 in said Deer Creek Estates, Phase I; thence South 00 degrees 00 minutes 00 seconds East along the West line of said Lot 34, a distance of 61.09 feet to the Westernmost corner of said Lot 34; thence South 08 degrees 00 minutes 00 seconds East along the West line of said Lot 34, a distance of 105.00 feet to the Southwest corner of said Lot 34; thence North 62 degrees 00 minutes 00 seconds East along the South line of said Lot 34, a distance of 14.47 feet to the Westernmost corner of Lot 35 in said Deer Creek Estates, Phase I; thence South 28 degrees 00 minutes 00 seconds East along the Southwesterly line of said Lot 35, a distance of 115.93 feet to the Southwest corner of said Lot 35; thence South 90 degrees 00 minutes 00 seconds West a distance of 37.68 feet thence South 41 degrees 00 minutes 00 seconds West a distance of 261.98 feet, thence South 32 degrees 00 minutes 00 seconds West a distance of 90.71 feet, thence South 04 degrees 00 minutes 00 seconds East a distance of 71.71 feet; thence South 49 degrees 00 minutes 00 seconds East a distance of 127.37 feet; thence South 10 degrees 00 minutes 00 seconds West a distance of 131.33 feet to a point on a curve, thence Easterly along said curve which is concave to the North and having a radius of 245.00 feet (the chord of which bears South 86 degrees 02 minutes 19 seconds East a chord distance of 18.75 feet), an arc distance of 18.75 feet; thence South 01 degrees 00 minutes 00 seconds East a distance of 236.89 feet; thence North 82 degrees 00 minutes 00 seconds West, a distance of 141.86 feet; thence North 54 degrees 00 minutes 00 seconds West, a distance of 436.84 feet to a point on said West line of said Section 8; thence North 00 degrees 12 minutes 08 second West along said West line of said Section 8, a distance of 530.80 feet to the point of beginning.

Parcel 4 (Buildable Portion of Phase IV):

Part of the West 70 acres of the Northwest Quarter of Section 8, Township 34 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana, being more particularly described as follows; Commencing at the Northwest corner of said Section 8; thence South 00 degrees 12 minutes 08 seconds East along the West line of said Section 8, a distance of 50.00 feet to a point on the South right-of-way line of 109th Avenue, said point also being the point of beginning; thence North 90 degrees 00 minutes 00 seconds East along said South right-of-way line, a distance of 448.50 feet to the Northwest corner of Lot 1 of Deer Creek Estate, Phase I, and recorded in Plat Book 97, page 30 in the Office of the Recorder of Lake County, Indiana; thence South 36 degrees 00 minutes 00 seconds East along the West line of said Lot 1, a distance of 205.94 feet to the Southwest corner of said Lot 1, said point lying on the North right-of-way line of Linden Drive; thence South 20 degrees 48 minutes 49 seconds East, a distance of 60.00 feet to a point on a curve, said point also lying on the South right-of-way line of said Linden Drive; thence Southwesterly along said curve, also lying on the North boundary of Outlot "B" of said Deer Creek Estates, Phase I, which is concave to the Southeast and having a radius of 150.00 feet (the chord of which bears South 63 degrees 14 minutes 09 seconds West, a chord distance of 31.10 feet), an arc distance of 31.16 feet to a point of reverse curve, thence Westerly along said curve, said curve also lying on the North boundary of said Outlot "B", which is concave to the North and having a radius of 325.00 feet (the chord of which bears South 69 degrees 25 minutes 57 seconds West a chord distance of 136.78 feet), an arc distance of 137.81 feet to a point of reverse curve thence Southwesterly along said curve on the North boundary of said Outlot "B", which is concave to the Southeast and having a radius of 270.00 feet (the chord of which bears South 51 degrees 39 minutes 12 seconds West a chord distance of 269.40 feet), an arc distance of 282.05 feet; thence South 71 degrees 25 minutes 50 seconds East, a distance of 89.53 feet; thence South 85 degrees 39 minutes 58 seconds East, a distance of 15.06 feet; thence South 29 degrees 37 minutes 48 seconds East a distance of 69.53 feet; thence South 06 degrees 47 minutes 15 seconds East, a distance of 33.71 feet; thence South 48 degrees 06 minutes 03 seconds West, a distance of 19.62 feet; thence South 05 degrees 00 minutes 00 seconds West, a distance of 142.43 feet; thence South 24 degrees 00 minutes 00 seconds West, a distance of 213.37 feet; thence South 64 degrees 00 minutes 00 seconds West, a distance of 272.06 feet to a point on the West line of said Section 8; thence North 00 degrees 12 minutes 08 seconds West, a distance of 1044.63 feet to the point of beginning Parcel 1: Lots 1 thru 3, 7 thru 10, 12, 15 and 16, 18 thru 21, 26, 28, 29, 30, 31 and Lot 37 in Deer Creek Estates Phase I, a Planned Unit Development in the Town of Winfield, as per plat thereof, recorded in Plat Book 97, page 30, and Plat of Amendment recorded in Plat Book 98, page 91, in the Office of the recorder of Lake County, Indiana. except Outlot "A" and Outlot "B" and Lot 17. ALSO, Lots Numbered 4 and 5 in the Replat of Lots 4 & 5, Plat Of Amendment, Deer Creek Estates, Phase I, a Planned Unit Development in the Town of Winfield as per plat thereof recorded October 16, 2009 in Plat Book 104, page 6 as Document No. 2009-069935 in the Office of the Recorder of Lake County, Indiana.

EXCEPT the following described parcel: part of the West 70 acres of the Northwest Quarter of Section 8, Township 34, Range 7 West of the Second Principal Meridian and more particularly described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 00 degrees 12 minutes 08 seconds E, along the West line of said Northwest Quarter, a distance of 50.00 feet to the point of beginning; thence North 90 degrees 00 minutes 00 seconds E along a line parallel with the North line of said Northwest Quarter, a distance of 183.42 feet; thence South 05 degrees 09 minutes 26 seconds West, a distance of 139.21 feet to a point of curve; thence Southerly and Southeasterly along a curve concave to the East and having a radius of 50.00 feet (chord of which curve bears South 16 degrees 19 minutes 40 seconds West, a chord distance of 36.63 feet), an arc distance of 37.50 feet; thence South 37 degrees 48 minutes 46 seconds East, a distance of 148.52 feet; thence Southwesterly along a curve concave to the Southeast and having a radius of 330.00 feet (the chord of which curve bears South 44 degrees 23 minutes 35 seconds West, a chord distance of 89.51 feet), an arc distance of 89.78 feet; thence North 53 degrees 24 minutes 03 seconds West, a distance of 31.07 feet to a point of curve; thence Northwesterly along a curve concave to the Northeast and having a radius of 80.00 feet (the chord of which curve bears North 30 degrees 47 minutes 57 seconds West, a chord distance of 61.49 feet), an arc distance of 63.12 feet to a point of reverse curve; thence Northwesterly along a curve concave to the Southwest and having a radius of 50.00 feet (the chord of which curve bears North 33 degrees 21 minutes 58 seconds West, a chord distance of 42.53 feet) an arc distance of 43.93 feet; thence North 58 degrees 32 minutes 06 seconds West, a distance of 151.51 feet to the West line of said Northwest Quarter; thence North 00 degrees 12 minutes 08 seconds West along said West line, a distance of 169.14 feet to the point of beginning.

WYNDANCE SUBDIVISION

PARENT PARCEL

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPLE MERIDIAN, WINFIELD, LAKE COUNTY, INDIANA, CONTAINING 80 ACRES, MORE OR LESS.

SUBDIVIDED AREA

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 34 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPLE MERIDIAN, WINFIELD, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 4.74 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 10 SECONDS WEST, 566.84 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 15 SECONDS EAST, 147.00 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 45 SECONDS WEST, 10.00 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 15 SECONDS EAST, 206.70 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A 33.90 FEET TO A NON-TANGENT CURVE; THENCE 23.56 FEET ALONG A CURVED CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15.00 FEET AND BEARING A CHORD OF SOUTH 45 DEGREES 11 MINUTES 49 SECONDS EAST TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 178.06 FEET TO A POINT OF CURVATURE; THENCE 23.56 FEET ALONG A CURVED CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET AND BEARING A CHORD OF NORTH 44 DEGREES 48 MINUTES 11 SECONDS EAST A POINT OF REVERSE CURVATURE; THENCE 29.80 FEET ALONG A CURVED CONCAVE TO THE EAST, HAVING A RADIUS OF 125.00 FEET AND BEARING A CHORD OF NORTH 06 DEGREES 37 MINUTES 59 SECONDS EAST, TO A POINT OF TANGENCY; THENCE NORTH 13 DEGREES 27 MINUTES 47 SECONDS EAST, 135.00 FEET TO A NON-TANGENT CURVE; THENCE 29.45 FEET ALONG A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 61.75 FEET AND BEARING A CHORD OF NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST; THENCE SOUTH 13 DEGREES 51 MINUTES 24 SECONDS EAST, 135.00 FEET TO A POINT OF CURVATURE; THENCE 29.80 FEET ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 125.00 FEET AND BEARING A CHORD OF SOUTH 07 DEGREES 01 MINUTES 36 SECONDS EAST TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 11 MINUTES 49 SECONDS EAST, 15.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, 266.54 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH 00 DEGREES 11 MINUTES 48 SECONDS EAST ALONG SAID EAST LINE, 395.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 11 SECONDS WEST, 470.69 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 15 SECONDS EAST,

240.00 FEET; THENCE SOUTH 16 DEGREES 56 MINUTES 09 SECONDS EAST, 44.22 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 50 SECONDS EAST, 322.80 FEET TO A NON-TANGENT CURVE; THENCE 40.15 FEET ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 220.00 FEET AND BEARING A CHORD OF SOUTH 40 DEGREES 00 MINUTES 27 SECONDS WEST TO A POINT OF TANGENCY; THENCE SOUTH 45 DEGREES 14 MINUTES 10 SECONDS WEST, 95.07 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 50 SECONDS EAST, 60.00 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 10 SECONDS WEST, 525.00 FEET; THENCE NORTH 44 DEGREES 45 MINUTES 50 SECONDS WEST, 390.93 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 44 SECONDS WEST, 119.64 FEET; THENCE SOUTH 63 DEGREES 19 MINUTES 57 SECONDS WEST, 187.68 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 222.25 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 50 SECONDS EAST, 165.53 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 10 SECONDS WEST, 100.00 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 50 SECONDS EAST, 150.00 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 10 SECONDS WEST, 15.00 FEET; THENCE NORTH 44 DEGREES 45 MINUTES 50 SECONDS WEST, 150.00 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 10 SECONDS WEST, 207.28 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH 00 DEGREES 06 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE, 2164.58 FEET TO THE NORTH LINE OF SAID SECTION 7; THENCE NORTH 89 DEGREES 24 MINUTES 45 SECONDS EAST ALONG SAID NORTH LINE, 1328.07 FEET TO THE POINT OF BEGINNING, CONTAINING 38.8448 ACRES, MORE OR LESS.

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OTHER PROPERTIES:

IN ADDITION TO THE ABOVE-DESCRIBED REAL ESTATE, THE BENEFITED REAL ESTATE SHALL ALSO INCLUDE THOSE PROPERTIES THAT SUBSEQUENTLY TAP INTO OR USE THE SANITARY SEWER FACILITIES AS DESCRIBED IN SECTION 4A OF THE SANITARY SEWER REIMBURSEMENT AGREEMENT.

