

SEWER AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF ROCKPORT, INDIANA (hereinafter called "CITY") and MARADIAN DEE BELL AND SHERRI FAYE BELL, HUSBAND AND WIFE, AND DAVID L. CORN AND JESSICA A. CORN, HUSBAND AND WIFE (hereinafter jointly called "OWNER");

WITNESSETH:

WHEREAS, OWNER owns real estate adjoining and contiguous to the south corporation line of the City of Rockport, more particularly described as follows:

Part of the southeast quarter of section 27, township 7 south, range 6 west in the town of Rockport, Indiana, and more particularly described as follows:

Commencing at a point described as being located 666.76 feet west of a stone, which stone is 59.28 rods north of the southeast corner of said quarter section; thence north 00 degrees 02 minutes 21 seconds east 6.00 feet to the southeast corner of the parent tract and the point of beginning of the herein described lot; thence south 89 degrees 38 minutes 38 seconds west along the south line of the parent tract 98.21 feet; thence north 00 degrees 00 minutes 44 seconds west 247.45 feet to an iron pin set; thence north 89 degrees 42 minutes 13 seconds east 98.44 feet to an iron pin set on the east line of the parent tract; thence south 00 degrees 02 minutes 21 seconds west along said east line 247.35 feet to the point of beginning and containing 0.558 acres per survey by Chamness Land Surveying in March, 2007.

Subject to that portion of a 10-foot easement for public utilities being 5 feet off of the entire north end of the above-described lot and as shown on the plat of survey.

ALSO, Part of the southeast quarter of section 27, township 7 south, range 6 west in the town of Rockport, Indiana and more particularly described as follows:

Commencing at a point described as being located 666.76 feet west of a stone, which stone is 59.28 rods north of the southeast corner of said quarter section; thence north 00 degrees 02 minutes 21 seconds east 6.00 feet to the southeast corner of the parent tract; thence north 00 degrees 02 minutes 21 seconds east along the east line of said parent tract 247.35 feet to an iron pin set marking the

point of beginning of the herein described tract; thence south 89 degrees 42 minutes 13 seconds west 192.44 feet to an iron pin set; thence north 00 degrees 00 minutes 45 seconds west along the west line of the parent tract 113.15 feet to an iron pin found marking the northwest corner of said parent tract; thence north 89 degrees 42 minutes 13 seconds east along the north line of said parent tract

192.54 feet to an iron pin set marking the northeast corner of said parent tract; thence south 00 degrees 02 minutes 21 seconds west along the east line of the parent tract 113.15 feet to the point of beginning and containing 0.500 acres per survey by Chamness Land Surveying in March, 2007.

The above described lot is subject to that portion of a 10 foot wide easement for public utilities being 10 feet wide off of the entire east side and 5 feet wide off of the south side, which said easement extends 118.44 feet west of the southeast corner of the above described lot as shown on the plat of survey.

Part of the Southeast quarter of Section 27, Township 7 South, Range 6 West in the town of Rockport, Indiana, and more particularly described as follows:

Commencing at a point described as being located 666.76 feet West of a stone, which stone is 59.28 rods North of the Southeast corner of said quarter section; thence North 00 degrees 02 minutes 21 seconds East 6.00 feet to the Southeast corner of the parent tract; thence South 89 degrees 38 minutes 38 seconds West along the South line of the parent tract 98.21 feet to the point of beginning of the herein described tract;

Thence North 00 degrees 00 minutes 44 seconds West 247.45 feet to an iron pin set; thence South 89 degrees 42 minutes 13 seconds West 94.00 feet to an iron pin set; thence South 00 degrees 00 minutes 45 seconds East along the West line of said parent tract 247.55 feet to the Southwest corner of the parent tract; thence North 89 degrees 38 minutes 38 seconds East along the South line of the parent tract 94.00 feet to the point of beginning and containing 0.534 acre, per survey by Chamness Land Surveying in March, 2007.

Subject to that portion of a 10 foot easement for public utilities that lies in the Northeast corner of the above described lot, being 5 feet off of the North line and extending 20 feet West of the Northeast corner of the above described lot as shown on the plat of survey.

And is desirous of obtaining sewer services from CITY; and

WHEREAS, OWNER will pay for the design and construction of the sewer collection system; and,

WHEREAS, the CITY presently has capacity to process \_\_\_\_\_ gallons per day of additional sewage for the development, and the CITY is willing to permit OWNER to make a sewer connection to Rockport sewer system with a view toward usage not greater than \_\_\_\_\_ gallons per day; and,

WHEREAS, the CITY is presently conducting a master plan study for wastewater facilities, with a view toward expanding such facilities.

NOW THEREFORE, the parties hereto agree as follows:

1. OWNER shall have the control over the design of the sewer system for the development and shall have the right to design the sewer system in the manner most economical for OWNER.
2. The sewer system, as designed by OWNER, must comply with all state and local regulations and laws and must be approved by the appropriate agencies of the State of Indiana and the CITY.
3. The CITY agrees to expeditiously approve the design of the sewer system so long as the sewer system meets the requirements of state and local regulations and laws and is approved by the appropriate agencies of the State of Indiana.
4. OWNER will obtain such permits and licenses as are required by the CITY, State and County to construct the proposed sewer collection system.
5. OWNER will employ a qualified engineering firm to design the collection system.

6. OWNER will employ a contractor or contractors to construct said collection system in its entirety, and will hold the CITY harmless from liability arising out of the construction.

7. The CITY shall have the right and authority to inspect the construction of the collection system during the progress of the construction in any manner and at any time that does not interfere with the construction of the collection system.

8. Upon completion of the construction of the collection system, the CITY will inspect the collection system and, if the system works properly and the construction is properly done according to the plans and specifications, the CITY shall accept usage of the system, with OWNER retaining ownership of said sewer line. OWNER will be liable for any expense of maintenance and/or replacement.

9. Should the inspection of the CITY result in the acceptance of the collection system into the CITY system, then, and upon that occasion, the CITY shall waive such tap-on fees as its ordinances provide. Except for the surcharge as hereinafter provided, no upfront availability or similar fees shall be collected from users at the development for usage up to \_\_\_\_\_ gpd, so long as usage of \_\_\_\_\_ gpd for the development is achieved within two (2) years of the date of this Agreement. This restriction does not preclude the CITY from adopting and applying availability or similar fees for usage in excess of \_\_\_\_\_ gpd or in the event usage of \_\_\_\_\_ gpd is not achieved within two (2) years. Fees shall be collected as users come on-line. No user shall tap-on to the system prior to acceptance of the system by the CITY and without prior approval of the CITY. In the event that a user in the development which has connected to the CITY'S water system prior to the development reaching the \_\_\_\_\_ gpd threshold requests a reservation of capacity beyond

the \_\_\_\_ gpd threshold, such user shall first obtain CITY approval for such additional allocation or capacity and shall be subject to such fees and surcharges as the CITY may have adopted by ordinance or which the CITY may impose by agreement with the user.

10. Upon connection to the system, each user in the development will be required to pay the CITY a sewage usage fee each month computed in the same manner as for all other users of the CITY. In addition, users in the development shall be assessed a surcharge in the sum of \$\_\_\_\_ per 1,000 gallons per month, with a minimum usage of 2,000 gallons per month, for each new sewage user. In the event that the CITY has not adopted such surcharge by ordinance prior to the commencement of usage in the development, the users shall pay such surcharges pursuant to this Agreement. The surcharges provided for in this Agreement shall be effective for not greater than twenty (20) years from the date of this Agreement unless changed by written agreement of the parties. This Agreement only applies to the first \_\_\_\_\_ gallons per day of usage in the development. If the usage in the development exceeds \_\_\_\_\_ gallons per day, the CITY shall have the right to impose additional surcharges or fees so long as said surcharges or fees are assessed on all new users of the system and not just on new users in the development.

11. OWNER shall pay the CITY'S professional fees and expenses incurred by the CITY arising out of or related to the annexation and zoning of OWNER and arising out of or related to the negotiations and approval of agreements concerning sewer and water usage within thirty (30) days of the execution of this Agreement. However, the total of such fees and expenses shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

12. This Agreement governs the rights and obligations of the parties for usage not to exceed \_\_\_\_\_ gpd and has no effect upon any usage in excess of \_\_\_\_\_ gpd.

13. All ordinances of the CITY shall apply to the development and its users if not inconsistent with or contrary to the terms of this Agreement.

14. This Agreement shall be binding upon the respective transferees, successors and assigns of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed as of the date and year first above written.


\_\_\_\_\_  
Nedra Groves, Mayor  
The City of Rockport, Indiana


ATTEST:

\_\_\_\_\_  
Harold Goffinet,  
Clerk-Treas.

  
\_\_\_\_\_  
Maradian Dee Bell

  
\_\_\_\_\_  
Sherri Faye Bell

  
\_\_\_\_\_  
David L. Corn

  
\_\_\_\_\_  
Jessica A. Corn

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_ day of \_\_\_\_\_, 2008, personally appeared Nedra Groves as Mayor of the

City of Rockport, Indiana, and Harold Goffinet as Clerk-Treasurer of the City of Rockport, Indiana, and acknowledged the execution of the foregoing document.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
Resident of Spencer County, IN

My commission expires:

\_\_\_\_\_

STATE OF INDIANA )  
                          )SS:  
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of July, 2008, personally appeared Maradian Dee Bell and Sherri Faye Bell, husband and wife, and acknowledged the execution of the foregoing document.

Witness my hand and Notorial Seal.

Mildred E. Nelsky  
Notary Public  
Resident of Spencer County, IN

My commission expires:

1-3-13

STATE OF INDIANA )  
                          )SS:  
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of July, 2008, personally appeared David L. Corn and Jessica A. Corn, husband and wife, and acknowledged the execution of the foregoing document.

Witness my hand and Notorial Seal.

Mildred E. Nelsky  
Notary Public  
Resident of Spencer County, IN

My commission expires:

1-3-13

Prepared by: John G. Wetherill, Attorney at Law  
215 Main Street, Rockport, IN 47365

WATER AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF ROCKPORT, INDIANA (hereinafter called "CITY") and MARADIAN DEE BELL AND SHERRI FAYE BELL, HUSBAND AND WIFE, AND DAVID L. CORN AND JESSICA A. CORN, HUSBAND AND WIFE, (hereinafter called "OWNER");

WITNESSETH:

WHEREAS, "OWNER" owns real estate adjoining and contiguous to the south corporation line of the City of Rockport, more particularly described as follows:

Part of the southeast quarter of section 27, township 7 south, range 6 west in the town of Rockport, Indiana, and more particularly described as follows:

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Subject to that portion of a 10-foot easement for public utilities being 5 feet off of the entire north end of the above-described lot and as shown on the plat of survey.

ALSO, Part of the southeast quarter of section 27, township 7 south, range 6 west in the town of Rockport, Indiana and more particularly described as follows:

Commencing at a point described as being located 666.76 feet west of a stone, which stone is 59.28 rods north of the southeast corner of said quarter section; thence north 00 degrees 02 minutes 21 seconds east 6.00 feet to the southeast corner of the parent tract;



thence north 00 degrees 02 minutes 21 seconds east along the east line of said parent tract 247.35 feet to an iron pin set marking the point of beginning of the herein described tract; thence south 89 degrees 42 minutes 13 seconds west 192.44 feet to an iron pin set; thence north 00 degrees 00 minutes 45 seconds west along the west line of the parent tract 113.15 feet to an iron pin found marking the northwest corner of said parent tract; thence north 89 degrees 42 minutes 13 seconds east along the north line of said parent tract

192.54 feet to an iron pin set marking the northeast corner of said parent tract; thence south 00 degrees 02 minutes 21 seconds west along the east line of the parent tract 113.15 feet to the point of beginning and containing 0.500 acres per survey by Chamness Land Surveying in March, 2007.

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Part of the Southeast quarter of Section 27, Township 7 South, Range 6 West in the town of Rockport, Indiana, and more particularly described as follows:

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Thence North 00 degrees 00 minutes 44 seconds West 247.45 feet to an iron pin set; thence South 89 degrees 42 minutes 13 seconds West 94.00 feet to an iron pin set; thence South 00 degrees 00 minutes 45 seconds East along the West line of said parent tract 247.55 feet to the Southwest corner of the parent tract; thence North 89 degrees 38 minutes 38 seconds East along the South line of the parent tract 94.00 feet to the point of beginning and containing 0.534 acre, per survey by Chamness Land Surveying in March, 2007.

Subject to that portion of a 10 foot easement for public utilities that lies in the Northeast corner of the above described lot, being 5 feet off of the North line and extending 20 feet West of the Northeast corner of the above described lot as shown on the plat of survey.

And is desirous of obtaining water from "CITY"; and

WHEREAS, OWNER will pay for the design and construction of the water distribution system; and,

WHEREAS, the CITY presently has capacity to process \_\_\_\_\_ gallons per day of additional water for the proposed development, and the CITY is willing to permit OWNER to make a water connection to Rockport water system with a view toward usage not greater than \_\_\_\_\_ gallons per day; and,

WHEREAS, the CITY is presently conducting a master plan study for water distribution facilities, with a view toward expanding such facilities.

NOW THEREFORE, the parties hereto agree as follows:

1. OWNER shall have the control over the design of the water system for the development and shall have the right to design the water system in the manner most economical for OWNER.

2. The water system, as designed by OWNER must comply with all state regulations and state laws and must be approved by the appropriate agencies of the State of Indiana.

3. The CITY agrees to expeditiously approve the design of the water system so long as the water system meets the requirement of State regulations and State law and is approved by the appropriate agencies of the State of Indiana.

4. OWNER will obtain such permits and licenses as are required by the CITY, State and County to construct the proposed water distribution system for the proposed development.

5. OWNER will employ a qualified engineering firm to design the distribution system.

6. OWNER will employ a contractor or contractors to construct said distribution system in its entirety, and will hold the CITY harmless from liability arising out of the construction.

7. The CITY shall have the right and authority to inspect the construction of the distribution system during the progress of the construction in any manner and at any time that does not interfere with the construction of the distribution system.

8. Upon completion of the construction of the distribution system, CITY will inspect the distribution system and, if the system works properly and the construction is properly done according to the plans and specifications, CITY shall accept usage of the system, and OWNER will be liable for any expense of maintenance for a period of twelve (12) calendar months from the date that CITY accepts the distribution system for usage.

9. Upon the expiration of twelve (12) calendar months of usage, with no problems arising from the construction of operation thereof, OWNER will convey to the CITY the ownership of said distribution system, together with such rights as OWNER may have with regard to the distribution system and together with such easements, permits and rights-of-way obtained in connection with the distribution system. Such conveyances shall be made with the promise and assurance of OWNER to the CITY that such conveyances are made with valid, enforceable rights, with no claims or encumbrances regarding such validity and enforceability.

10. Should any problems occur during the twelve (12) calendar months prior to the CITY accepting the distribution system, the CITY may direct whatever procedures

should be implemented, charged, installed or corrected, which shall be performed at the expense of OWNER. Upon OWNER complying with said directive and after the CITY has inspected and approved the work performed, then the CITY shall accept the distribution system as stated in paragraph 10 above. OWNER shall not be responsible for any problems or maintenance after the twelve (12) calendar months of usage by the CITY except that OWNER shall be required to correct any problems of which it is given notice during the twelve (12) calendar months, which have not been corrected within the said twelve (12) calendar months.

11. Should the inspection of the CITY result in the acceptance of the distribution system into the CITY system, then, and upon that occasion, the CITY shall waive such tap-on fees as its ordinances provide. Except for the surcharge as provided in paragraph 12 of this Agreement, no upfront availability or similar fees shall be collected from uses at the development for usage up to \_\_\_\_\_ gpd, so long as usage of \_\_\_\_\_ gpd for the development is achieved within two (2) years of the date of this Agreement. This restriction does not preclude the CITY from adopting and applying availability or similar fees for usage in excess of \_\_\_\_\_ gpd or in the event usage of \_\_\_\_\_ gpd is not achieved within two (2) years. Fees shall be collected as users come-on-line. No user shall tap-on to the system prior to acceptance of the system by the CITY and without prior approval of the CITY. In the event that a user in the development which has connected to the CITY'S water system prior to the development reaching the \_\_\_\_\_ gpd threshold requests a reservation of capacity beyond the \_\_\_\_\_gpd threshold, such user shall first obtain CITY approval for such additional allocation or capacity and shall be subject to such fees

and surcharges as the CITY may have adopted by ordinance or which the CITY may impose by agreement with the user.

12. Upon the completion of the system, each user in the development will be required to pay the CITY a water usage fee each month computed in the same manner as for all other users of the CITY. In addition, users in the development shall be assessed a surcharge in the sum of \_\_\_\_\_ per 1,000 gallons per month, with a minimum usage of 2,000 gallons per month, for each new water user. In the event that the CITY has not adopted such surcharge by ordinance prior to the commencement of usage in the development, the users shall pay such surcharge pursuant to this Agreement. The surcharges provided for in this Agreement shall be effective for not greater than twenty (20) years from the date of this Agreement unless changed by written agreement of the parties. This Agreement only applies to the first \_\_\_\_\_ gallons per day of usage in the development. If the usage in the development exceeds \_\_\_\_\_ gallons per day, the CITY shall have the right to impose additional surcharges or fees so long as said surcharges or fees are assessed on all new users of the system and not just on new users in the development.

13. OWNER shall pay the CITY'S professional fees and expenses incurred by the CITY arising out of or related to the annexation and zoning of OWNER and arising out of or related to the negotiations and approval of agreements concerning sewer and water usage within thirty (30) days of the execution of this Agreement. However, the total of such fees and expenses shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

14. This agreement governs the rights and obligations of the parties for usage not to exceed \_\_\_\_\_ gpd and has no effect upon any usage in excess of \_\_\_\_\_ gpd.

15. All ordinances of the CITY shall apply to this development and its users if not inconsistent with or contrary to the terms of this Agreement.

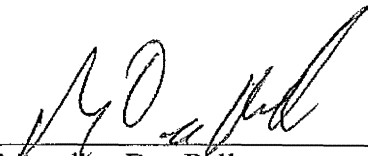
16. This Agreement shall be binding upon the respective transferees, successors and assigns of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed as of the date and year first above written.


\_\_\_\_\_  
Nedra Groves, Mayor,  
City of Rockport, Indiana

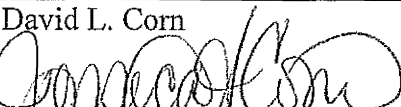
ATTEST:

\_\_\_\_\_  
Harold Goffinet, Clerk-Treas.

  
\_\_\_\_\_  
Maradian Dee Bell

  
\_\_\_\_\_  
Sherri Faye Bell

  
\_\_\_\_\_  
David L. Corn

  
\_\_\_\_\_  
Jessica A. Corn

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_ day of \_\_\_\_\_, 2008, personally appeared Nedra Groves as Mayor of the

City of Rockport, Indiana, and Harold Goffinet as Clerk-Treasurer of the City of Rockport, Indiana, and acknowledged the execution of the foregoing document.

Witness my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
Resident of Spencer County, IN

My commission expires:

\_\_\_\_\_

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of July, 2008, personally appeared Maradian Dee Bell and Sherri Faye Bell, Husband and Wife, and acknowledged the execution of the foregoing document.

Witness my hand and Notarial Seal.

Mildred C. Noelsing  
Notary Public  
Resident of Spencer County, IN

My commission expires:

1-3-13

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF SPENCER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of July, 2008, personally appeared David L. Corn and Jessica A. Corn, Husband and Wife, and acknowledged the execution of the foregoing document.

Witness my hand and Notarial Seal.

Mildred C. Noelsing  
Notary Public  
Resident of Spencer County, IN

My commission expires:

1-3-13

Prepared by: John G. Wetherill, Attorney at Law  
215 Main Street, Rockport, IN 47365