

#1396

CONTRACT FOR CONSTRUCTION OF SEWER -
(EDWARD ROSE OF INDIANA)

Never - owners of Works

#1396

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CONTRACT FOR CONSTRUCTION OF SEWER

ST. JOSEPH CO.
INDIANA
FILED FOR RECORD
APR 21 8 25 AM '87
FILM NO.
WANDA A. ROMA
RECORDER

THIS AGREEMENT, made and entered into this 19th day of February, 1985, by and between the BOARD OF PUBLIC WORKS OF THE CITY OF SOUTH BEND, INDIANA, hereinafter referred to as "BOARD," and EDWARD ROSE OF INDIANA, an Indiana limited partnership, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, OWNER did acquire an easement for the purpose of constructing, replacing, repairing and maintaining a sanitary sewer over and across the premises lying within the NW 1/4 of Section 29, T37N, R3E, Penn Township, St. Joseph County, Indiana, and more particularly described as:

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Commencing at the NW corner of said Section 29; thence N89°26'08"E along the North line of said Section 29 a distance of 150.00 feet; thence S00°01'21"W a distance of 20.00 feet to the South right-of-way line of Inwood Road, the Point of Beginning; thence N89°26'08"E along the South right-of-way line of Inwood Road and parallel to the North line of said Section 29 a distance of 840.00 feet; thence S00°01'13"W a distance of 20.00 feet; thence S89°26'08"W parallel to the North line of said Section 29 a distance of 840.00 feet; thence N00°01'21"E a distance of 20.00 feet to the Point of Beginning. Containing 0.386 acres, more or less; and

WHEREAS, OWNER'S cost of acquiring said easement was One Thousand Two Hundred Twenty-Six and 88/100 Dollars (\$1,226.88); and

WHEREAS, OWNER has contemporaneously with the execution of this Contract assigned said Easement to the BOARD; and

WHEREAS, OWNER did furnish or caused to be furnished all labor and materials used in the construction of an extension of city sewers with in the above described easement area and approximately 40 feet to the east thereof:

973 LF of 12" Sanitary Sewer Main @ \$12.60/LF	=	\$12,259.80
3 ea 4' Dia Manhole @ \$800.00 ea	=	\$ 2,400.00
2 ea Drop Connection @ \$696.00 ea	=	<u>\$ 1,392.00</u>
TOTAL		\$16,051.80

WHEREAS, plans and specifications for the above described sewer have been submitted to and received approval of the BOARD; and

WHEREAS, said sewer has been constructed in accordance with all applicable ordinances of the City of South Bend, Indiana; and

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WHEREAS, at the BOARD'S request, OWNER constructed the above described sewer with 12" P.V.C. pipe when 8" P.V.C. pipe would have been adequate; and

WHEREAS, the cost to have constructed said sewer with 8" pipe would have been as follows:

973 LF of 8" Sanitary Sewer Main @ \$9.40/LF	= \$ 9,146.20
3 ea 4' Dia Manhole @ \$800.00 ea	= \$ 2,400.00
2 ea Drop Connection @ \$696.00 ea	= <u>\$ 1,392.00</u>
TOTAL	\$12,938.20

WHEREAS, OWNER and BOARD desire that OWNER be reimbursed for:

1. The amount of consideration paid by OWNER in the acquisition of said easement; and
2. The difference in the actual cost of the above described sewer and the cost which would have been incurred if said sewer had been constructed with 8" pipe;

NOW THEREFORE, OWNER and BOARD agree as follows:

1. BOARD hereby accepts the above described sewer and said sewer hereby becomes the property of the City of South Bend, Indiana, and all further maintenance and operation and the cost thereof shall be the responsibility of the City of South Bend.

2. For a period not to exceed fifteen (15) years from the date of this Contract any owners of real estate, including not only direct users, but also users of any lateral sewer or force main connection thereto, who did not contribute to the original cost of the above described sewer, shall not tap into or use the same or deposit sewage or storm water therein until such owners have paid into the Treasury of the City of South Bend, Indiana, a sum equal to the prorata share of the cost of the construction of the said sewer subject to such reasonable rules and regulations as the BOARD may provide.

3. All sums so recovered under the foregoing paragraph by the City of South Bend, Indiana and under the terms of this Contract shall be paid to OWNER, their successors or assigns within sixty (60) days from the date of the receipt of same.

4. OWNER hereby acknowledges receipt of Four Thousand Three Hundred Forty and 48/100 Dollars (\$4,340.48) as reimbursement in full

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WANDA A. HOWAY
RECORDER

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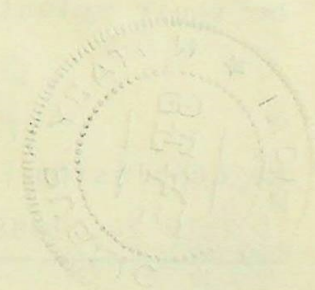
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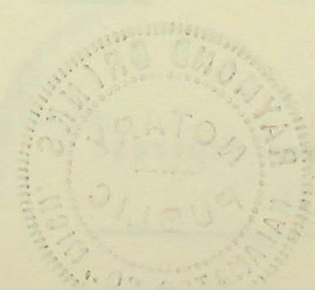
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TRISH ALLS

RESOLUTION NO. 9-1987

WHEREAS, Edward Rose of Indiana did construct a sanitary sewer along Inwood Road in a contract dated February 19, 1985 with the City of south Bend.

WHEREAS, the cost of said sewer was paid for jointly by the City of South Bend and Edward Rose of Indiana.

WHEREAS, the contract mentioned above provided for the payment to Edward Rose of Indiana a sum equal to the pro rata share of the costs of the construction of the sewer subject to such reasonable rules and regulations as the Board may provide.

NOW, THEREFORE, BE IT RESOLVED, that the fee for connection into said sewer will be a sum equal to their pro rata share according to the following schedule.

- (1) \$0.07/sq. ft. shall be paid to Edward Rose of Indiana for each square foot as determined by multiplying the frontage on Inwood Road of the property benefiting from said sewer by the depth of the property, up to a maximum of 150 feet in depth; plus
- (2) \$0.03/sq. ft. shall be paid to Edward Rose of Indiana for all remaining property benefiting by said sewer within 500 feet of the sewer.
- (3) \$1,500.00 shall be paid to Edward Rose of Indiana for each forced main connected into sewer, from beyond 500 feet (limit 3).

Dated this 7th day of April, 1987.

BOARD OF PUBLIC WORKS

John E. Leszczynski
John E. Leszczynski

Patricia E. DeClercq
Patricia E. DeClercq

Michael L. Vance
Michael L. Vance

ATTEST:

Sandra M. Parmerlee
Sandra M. Parmerlee, Clerk