

(INSIDE)

92490

7

CITY OF INDIANAPOLIS, INDIANA
SEWER SERVICE AGREEMENT

IMAGE COPY PROHIBITED
IN MARION COUNTY, IN FOR LICENSEE ONLY. NOT FOR RESALE. 11-36-27-20

Recording fee of \$ 6.00 and sewer connection charges in the amount of \$ 210.00 received.
September 25, 1952
Leffel Bookkeeper
K.C. Berry

THIS AGREEMENT, made and entered into by and between _____
Indiana National Bank
3 Virginia Avenue

Parties of the First Part, hereinafter sometimes called the "Owners" and The City of Indianapolis, through its Board of Sanitary Commissioners, as Party of the Second Part, hereinafter sometimes called the "City",

WITNESSETH:

WHEREAS: The undersigned owners have filed a written petition requesting permission to connect to the City's public sanitary sewer in, _____ East 38th Street

FOR THE PURPOSE OF DISCHARGING SANITARY SEWAGE INTO SAID CITY'S SEWER SYSTEM, and

WHEREAS: The property owned by the undersigned and being hereinafter described is situated inside of the Sanitary District of the City of Indianapolis, and

WHEREAS: Such property was not included within the area originally Assessed for the costs of constructing such existing public sewers, but such property may be served by a main sewer or a lateral connection hereafter to be installed by the City, and for which main sewer and/or lateral connection thereto such property may be Assessed therefor, and

WHEREAS: After due consideration of this petition the said Board of Sanitary Commissioners is willing to permit a connection to be made to the public sewer system of the City of Indianapolis, to serve the property of the Owners, providing that the Owners agree to pay a charge for the privilege of connecting to the City's sewer system and providing further that the Owners agree to certain terms and conditions herein contained pertaining to such sewer services.

(INSIDE)

NOW THEREFORE: In consideration of the promises and the mutual covenants herein set forth, and of the acts on the part of each party to be performed hereunder, it is agreed as follows, namely;

1. The Parties of the First Part may construct, maintain, operate, and use a sanitary sewer connecting the following real estate belonging to the Owners, to-wit:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER SECTION AND THE CENTERLINE OF EAST 38TH STREET, A DISTANCE OF 220.00 FEET SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER: continuing THENCE SOUTH 89 DEGREES 38 MINUTES 45 SECONDS WEST UPON AND ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER SECTION AND THE CENTERLINE OF EAST 38TH STREET, A DISTANCE OF 200.00 FEET TO A POINT, RUNNING THENCE NORTH 00 DEGREES 27 MINUTES 15 SECONDS WEST AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER SECTION A DISTANCE OF 240.00 FEET TO A POINT; RUNNING THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER SECTION A DISTANCE OF 200.00 FEET TO A POINT; RUNNING THENCE SOUTH 00 DEGREES 27 MINUTES 15 SECONDS EAST AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER SECTION A DISTANCE OF 240.00 CONTAINING 1.102 ACRES MORE OR LESS.

REGISTRY PROPERTY OF MARION COUNTY

NOT FOR RESALE, IC 36-2-7-10

and all improvements thereon, to and with the City's public sanitary sewer system, all as shown upon the drawing attached hereto and marked "Exhibit A", and which by this reference is hereby made a part hereof.

2. The Owners agree to lay, construct, operate and maintain said sewer line at their own expense and upon the following terms and conditions, to-wit:

(a) The City Sewer Engineer of the City of Indianapolis, shall have the right to supervise and direct the laying of said connecting sewer all in accordance with the Standard Specifications of the City.

(b) Any Public Street or Highway shall be opened by a Plumbers or sewer excavator licensed as such by the City of Indianapolis and all work in connection with the installation and construction of said connecting sewer shall be performed subject to all the rules and regulations of the Board and subject to all Ordinances of the City of Indianapolis governing this class of work.

(c) The Owners shall thoroughly refill, compact and maintain all trenches in a condition satisfactory to the City Sewer Engineer and shall immediately repair and maintain any sidewalk, curb or

(INSIDE)

84
pavement damaged by the excavation, installation, construction, maintenance, and/or use of said sewer.

3. The Parties of the First Part agree to pay the sum of \$ \$270.00, the receipt of which is hereby acknowledged, being a fee fixed by the Party of the Second Part and paid by said Owners for the privilege of connecting the above described property to the City's sewer system.

4. It is understood by the Parties hereto that this sewer and the connection thereto shall be used for and as a Sanitary Sewer with storm water from roofs, area-ways, yards, drive-ways and other areas strictly prohibited.

5. The Parties of the First Part shall not extend the use of this service to serve additional lots of land or to any additional party without the express written permission of the City.

6. It shall be understood by the Parties hereto that such permission is granted as a special privilege and if at any time the City shall construct any sewer or sewers, local or district, which shall serve an area in which the above described real estate is included the Owners of said real estate hereby agree to pay all Assessments which may be lawfully levied and Assessed against said real estate for the construction of any such sewer or sewers and said Owner will not attempt to avoid payment of such Assessments on the ground that such sewer or sewers will not benefit said real estate by reason of the existence of the sewers herein permitted to be connected to said City's sewer system.

7. The Owners agree to indemnify and save harmless the City of Indianapolis from any and all loss, damage, expense, claims, demands, actions or causes of action arising from the construction, maintenance or operation of said connection sewer line or occasioned by or in any way growing out of the Owners availing themselves of the permit herein granted whether such loss shall be suffered directly by the City or through its liability to third persons by reason of injuries to persons or damage to property.

(INSIDE)

85

8. It is expressly understood and agreed by and between the Parties hereto that in the event any question is raised at any time in the future as to the continuance of said sewer service connection, the City, shall have the right after notice to the persons affected and a hearing thereon by the Board, which shall be final and conclusive, to revoke this permit for cause whether or not said cause is the fault of the Parties of the First Part or Owners and even if said cause arises from a mere change in circumstances and to disconnect said sewer service connection, refunding the sum paid as a connection charge less a reasonable amount for disconnecting the same. In the event said sewer line is disconnected by the City, the Parties of the First Part hereby release and forever discharge the City from any loss they may sustain, or claim to sustain by reason of said sewer service being discontinued.

9. This Agreement shall be subject to the following additional special provisions:

10. This instrument shall run with the property, herein above described and shall be binding upon the Parties of the First Part, their personal representatives, heirs, devisees, grantees, successors and assigns so long as said sewer service or any part of said sewer service shall be used by them. At such time as it shall cease to be so used this Agreement shall immediately cease and terminate and this instrument shall be of no further force and effect.

11. For property inside the Sanitary District, but outside the City limits, it is further understood by the Parties hereto that if at any time in the future annexation proceedings shall be instituted by the proper authority or persons requesting the annexation of said above described real estate separately or in conjunction with other real estate, Owners promise and agree, for themselves, their executors, administrators, heirs, devisees, grantees, successors and assigns, that they will make no objections to such annexation, file no remonstrance against same, nor will they take an appeal from any order or judgment, or file any complaint or action against such annexation proceedings.

(INSIDE)

86

IN WITNESS WHEREOF: The Parties hereto, acting by and through their duly authorized officers, have hereon executed this instrument, in triplicate.

"OWNERS"

THE INDIANA NATIONAL BANK OF INDPLS. INDIANAPOLIS, INDIANA

BY: H. Thomas Harper
H. Thomas Harper

Assistant Vice President

Date 9-26-62
Approved as to Form

"CITY" OCT 1 1962

Francis E. Thomason
Attorney for the Board
of Sanitary Commissioners

CITY OF INDIANAPOLIS, INDIANA

BY: Oscar J. Garry Jr.
PRESIDENT

ATTEST: George J. Bess
ITS EXECUTIVE SECRETARY

Frank A. Mueller
Ralph S. Moon

BOARD OF SANITARY COMMISSIONERS

APPROVED:

Albert H. Losehe
MAYOR

Date 9/20/62
Received by Approval:

E. Nay Bentley
E. Nay Bentley
CHIEF SEWER ENGINEER

-5-

THIS INSTRUMENT PREPARED BY E. NAY BENTLEY
CHIEF SEWER ENGINEER, BOARD OF SANITARY COMMISSIONERS
CITY HALL, INDIANAPOLIS, INDIANA

(INSIDE)

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public, in and for said County and State, personally appeared H. Thomas Harper, Assistant Vice President, for and on behalf of The Indiana National Bank of Indianapolis who, acknowledged the execution of the foregoing Sewer Service Agreement to be their free and voluntary act and deed.

Witness my hand and Notarial Seal this 19th day of September 1962.

Joan Wonnell
Notary Public
Joan Wonnell

My Commission Expires:
March 19, 1963



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Oscar F. Barry, Sr., Frank H. Micoles and Ralph F. Moore members of the Board of Sanitary Commissioners of the City of Indianapolis, Indiana, together with George J. Pass as Executive Secretary, of said Board, and with Alfred H. Dosabe as Mayor of said City, and acknowledged the execution of the fore-

going Sewer Service Agreement for and in behalf of the City of Indianapolis, on this 5th day of October 1962.

Alfred Adlers
Notary Public

My Commission Expires:
ALFRED ADLERS, NOTARY PUBLIC
My commission expires July 10, 1963



SA # 464

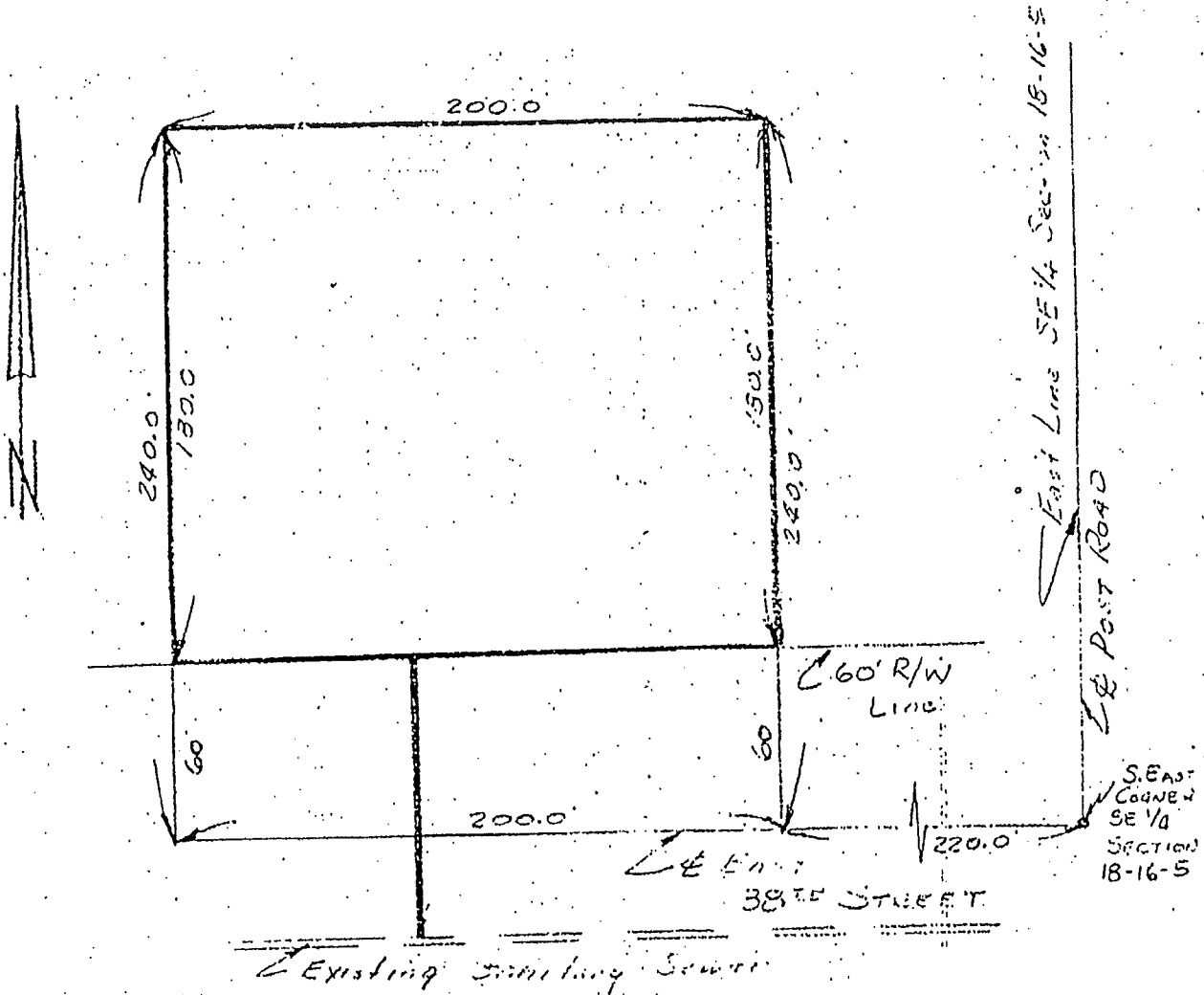


EXHIBIT "A"

SHOWING THE PROPOSED SEWER SERVICE
 DESCRIBED IN AGREEMENT
 BOARD OF SANITARY COMMISSIONERS OSCAR
 SEPTEMBER 24, 1962.

ASBY
 P. M.
 RECORDED AT
 MARION COUNTY, INDIANA
 OCT 15 - 1962
 SCALE 1" = 50'