

BILL NO. S-14-03-04

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving SANITARY SEWER CONTRACT #2013-S-21R - FOR THE CONSTRUCTION AND TRANSFER OF SANITARY SEWER FACILITIES - RIVER HOLLOW ESTATES (FLUTTER ROAD) LIFT STATION AND OFFSITE SEWER SYSTEM - WORK ORDER # 75933 between NEW VENTURE DEVELOPMENT CORP. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the SANITARY SEWER CONTRACT #2013-S-21R - FOR THE CONSTRUCTION AND TRANSFER OF SANITARY SEWER FACILITIES - RIVER HOLLOW ESTATES (FLUTTER ROAD) LIFT STATION AND OFFSITE SEWER SYSTEM - WORK ORDER # 75933 by and between NEW VENTURE DEVELOPMENT CORP. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for construction of a regional sanitary sewer lift station and construction of 1,887 lineal feet of 8-inch gravity sanitary sewer as part of the River Hollow Estates Residential Subdivision:

involving a total cost of ONE HUNDRED SEVENTY THOUSAND SIX HUNDRED AND 00/100 DOLLARS - (\$170,600.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public

1 inspection, according to law.

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3 **SECTION 2.** That this Ordinance shall be in full force and effect
4 from and after its passage and any and all necessary approval by the Mayor.

5
6
7 _____
8 Council Member

9 APPROVED AS TO FORM AND LEGALITY

10
11
12 _____
13 Carol Helton, City Attorney

SANITARY SEWER CONTRACT

CONTRACT NO. 2013-S-21R

WORK ORDER NO. 75933

THIS SANITARY SEWER CONTRACT ("Contract") is made and entered into this 19 day of February, 2014, by and between New Venture Development Corp. ("Contributor") and the City of Fort Wayne Board of Public Works ("City"), for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

The said Contributor and the City for consideration hereinafter named, agree as follows:

1. That the City and the Contributor shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties, or as approved by the City, to construct a local sanitary sewer system to serve River Hollow Estates Section I, Lift Station and Offsite as follows:

DESCRIPTION

Lift Station and Sanitary Main A

Beginning by installing a new lift station located 80± feet North and 605± feet West of the Centerline of the Intersection of Flutter Road and River Hollow Run; thence South, within Block A, 10± L.F. of 8" PVC SDR 35 pipe to Str A1x; thence East 307± L.F. to Str A1; thence East, within a proposed platted 25 foot utility and storm drainage easement, 256± L.F. to Str A2; thence North, within a proposed platted 35 foot utility and storm drainage easement, 369± L.F. to Str A3; thence Northwest 163± L.F. to Str A4; thence Northwest 131± L.F. of 8" PVC SDR 21 pipe to Str A5 and terminating Lift Station and Sanitary Main A.

Sanitary Main B

Beginning at the aforementioned Manhole Str A4 located 30± feet South and 25± feet West of the Centerline of the Intersection of River Hollow Run and Brandt Crossing; thence Northeast, within a proposed platted 35 foot utility and storm drainage easement, 244± L.F. of 8" PVC SR 35 pipe to Str B1; thence East 400± L.F. to Str B2; thence Easterly 301± L.F. to Str B3 and terminating Sanitary Main B.

Sanitary Main C

Beginning at the aforementioned Manhole Str A2 located 50± feet North and 45± feet West of the Centerline the Intersection of Flutter Road and River Hollow Run; thence East, 335± L.F. to Str C1; thence East, within a proposed 25 foot utility and storm drainage easement, 357± L.F. to Str C2; thence East 357± L.F. to Str C3 and terminating said Lift Station and Sanitary Main A.

Sanitary Main D

Beginning at the aforementioned Manhole Str A1x located 70± feet North and 605± feet West of the Centerline of the Intersection of Flutter Road and River Hollow Run; thence West, within a proposed 25 foot utility and storm drainage easement, 265± L.F. of 8" PVC SDR 35 pipe to Str D1 and terminating Sanitary Main D.

Force Main

Beginning at the aforementioned new lift station located 80± feet North and 605± feet West of the Centerline of the Intersection of Flutter Road and River Hollow Run; thence North, within a proposed 14 foot utility and storm drainage easement, 665± L.F. of 4" HDPE DR 11 force main to and Air Release Valve; thence North 796± L.F. to Str FM1 and terminating Force Main.

Said sewer to include: 1,461± L.F. of 4" HDPE DR 11 force main, 131± L.F. of 8" PVC SDR 21 pipe and 1,477± L.F. of 8" PVC SDR 35 pipe; 13 (Thirteen) Manholes, 1 (One) Wet Well and 1 (One) Air Release Manhole.

2. That said sanitary sewer system shall be constructed in accordance with the standards, plans and specifications as approved by City, which are now on file in the office of Water Resources of the City, and by reference are incorporated herein and made a part thereof.
3. The City shall accept sewage therefrom when complete, in accordance with the rules and regulations of said City, and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted; however, it is understood and agreed that the City shall not accept sewage from any part or parts of the sanitary sewer system covered hereunder unless and until the entire sewer system shall have been tested and accepted by said City.
4. It is understood and agreed by and between the parties to this Contract, that the Contributor shall furnish and pay for all materials, contractual labor, equipment, permits and/or licenses for the construction of said sanitary sewer system through Kurtz Excavating, Inc. at a cost of \$372,703.00 (Three hundred seventy two thousand seven hundred three dollars and no cents), that said Contributor shall hold the City harmless from any liability for claims connected therewith, and that said Contributor shall pay all expenses in connection with necessary inspection and testing services estimated at a cost of \$10,442.00 (Ten thousand four hundred forty two dollars and no cents). Therefore, the total value of said sanitary sewer system is \$383,145.00 (Three hundred thirty eight thousand one hundred forty five dollars and no cents).
5. It is further understood and agreed by and between the parties to this Contract that said Contributor shall bear the cost of the sanitary sewer mains on the basis of an 8" sewer main at a depth of six feet and the lift station at a depth of 11 feet, including fees, the total cost of which is \$218,624.00 (Two hundred eighteen thousand six hundred twenty four dollars and no cents) and which amount is the Contract Price of this Contract. The cost of material, contractual labor and equipment, as supplied by the Contractor for deepening the 8" sewer main greater than six feet and for deepening the lift station five additional feet is \$164,521.00 (One hundred sixty four thousand five hundred twenty one dollars and no cents). It is agreed that upon completion and acceptance of said sewer system by said City, the City will pay to said Contributor the oversizing cost of \$164,521.00 (One hundred sixty four thousand five hundred twenty one dollars and no cents) for construction and \$6,044.75 (Six thousand forty four dollars and seventy five cents) for engineering fees resulting in a payment of \$170,565.75 (One hundred seventy thousand five hundred sixty five dollars and seventy five cents) by City to Contributor.
6. Said sanitary sewer system, when accepted by the City will serve the following described real estate herein referred to as follows:

DESCRIPTION

Contributor Area
River Hollow Estates Section I
St. Joseph Township Section 2, T31N, R13E

Allen County Parcel No. 02-08-03-476-001.000-063:

A tract of land located in the Southwest Quarter of Section 2 and in the Southeast Quarter of Section 3, all in T31N, R13E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at a Harrison Marker situated in the Southeast corner of said Southeast Quarter; Thence North 02 Degrees 52 Minutes 53 Seconds West (Record Basis of Bearings), a distance of 51.77 feet along the East line of said Southeast Quarter to a Rebar stake with cap (FIRM 0042) in the Northeast corner of the tract of land described in the conveyance to Allen County in Allen County Document No. 2011013055, the TRUE POINT OF BEGINNING; Thence North 02 Degrees 52 Minutes 53 Seconds West, a distance of 348.23 feet along the West line of the tracts of land described in the conveyances to New Venture Development Corp. in Allen County Document No. 2008009611 (see also Document No. 2008018519) and in Document No. 2013027916 to a Rebar stake with cap (FIRM 0042) in the Northwest corner thereof; Thence North 87 Degrees 38 Minutes 12 Seconds East, a distance of 714.40 feet along the North line of the last referenced New Venture Development Corp. tract and along the North line of the tract of land described in the conveyance to Granite Ridge Builders, Inc. by Tony Reincke in Allen

County Document No. 2013035276 to a Rebar stake with cap (FIRM 0042) in the Northeast corner thereof; Thence North 02 Degrees 52 Minutes 54 Seconds West, a distance of 672.01 feet along the West line of the tracts of land described in the conveyances to Samuel C. and Misty D. Tippman in Allen County Document No. 2009039258 and to Indiana Michigan Electric Company in Allen County Deed Record 676, page 132 to a Rebar stake with cap (FIRM 0042); Thence South 87 Degrees 41 Minutes 23 Seconds West, a distance of 714.40 feet along the South line of the tract of land described in the conveyance to Indiana Michigan Electric Company in Allen County Deed Record 675, page 469 to a Rebar stake with cap (FIRM 0042); Thence South 89 Degrees 04 Minutes 32 Seconds West, a distance of 278.72 feet along the South line of said Indiana Michigan Electric Company tract; Thence South 07 Degrees 06 Minutes 49 Seconds West, a distance of 218.80 feet; Thence South 13 Degrees 59 Minutes 38 Seconds West, a distance of 26.25 feet; Thence South 30 Degrees 07 Minutes 48 Seconds West, a distance of 23.48 feet; Thence South 52 Degrees 31 Minutes 09 Seconds West, a distance of 26.41 feet; Thence South 41 Degrees 12 Minutes 32 Seconds West, a distance of 470.06 feet; Thence South 12 Degrees 28 Minutes 13 Seconds West, a distance of 78.91 feet; Thence South 31 Degrees 17 Minutes 17 Seconds West, a distance of 51.65 feet; Thence South 72 Degrees 11 Minutes 56 Seconds West, a distance of 24.28 feet; Thence South 84 Degrees 18 Minutes 41 Seconds West, a distance of 145.75 feet; Thence South 00 Degrees 48 Minutes 57 Seconds West, a distance of 236.26 feet along the East line of the tract of land described in the conveyance to New Venture Development Corp. in Allen County Document No. 2008018519 to a Rebar stake with cap (FIRM 0042) in the Northwest corner of the Allen County tract first referenced above; Thence South 89 Degrees 41 Minutes 36 Seconds East, for a distance of 773.86 feet along the North line of said Allen County tract to the beginning of a tangent circular arc; Thence Easterly, a distance of 147.40 feet along the North line of said Allen County tract (being a circular arc that is concave Northerly, having a radius measuring 6388.53 feet, having a central angle measuring 01 Degrees 19 Minutes 19 Seconds, and having a long chord bearing North 89 Degrees 38 Minutes 45 Seconds East and measuring 147.40 feet) to the POINT OF BEGINNING, said tract containing 24.613 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

Current owner of record: New Venture Development Corp.

Property Address: Flutter Road

Contributor Area
River Hollow Estates Offsite
St. Joseph Township Section 2 & 3, T31N, R13E

Allen County Parcel No. 02-08-03-476-001.005-063 (West half of Tract 1):

A tract of land located in the Southeast Quarter of Section 3, Township 31 North, Range 13 East, in Allen County, the State of Indiana, more fully described as follows:

Beginning at a Harrison Marker situated in the Southeast corner of said Southeast Quarter, thence North 89 degrees 26 minutes 05 seconds West (GPS Grid Basis of Bearing), a distance of 924.55 feet along the South line of said Southeast Quarter to a marker spike with tap (FIRM 0042), also known as the Point of Beginning thence continuing along the same South line of the Southeast Quarter of Section 3, North 89 degrees 26 minutes 05 seconds West, a distance of 250.00 feet; thence North 00 degrees 48 minutes 57 seconds East, a distance of 350.00 feet, also known as the East property line of the parcel owned by Brad A. and Pamela R. Hively as called out in Allen County, Indiana, Document #990060438 and Document #202045474; thence South 89 degrees 26 minutes 05 seconds East, a distance of 250.00 feet; thence South 00 degrees 48 minutes 57 seconds West, a distance of 350.00 feet, to the Point of Beginning, said tract containing 2.00 acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

EXCLUDING

A tract of land located in the Southeast Quarter of Section 3, Township 31 North, Range 13 East, in Allen County, the State of Indiana, more fully described as follows:

Commencing at a Harrison Marker situated in the Southeast corner of said Southeast Quarter; thence North 89 degrees 26 minutes 05 seconds West (GPS Grid Basis of Bearings), a distance of 924.55 feet along the South line of said Southeast Quarter to a marker spike with tag (FIRM 0042) in the Southeast corner of the tract of land described in the conveyance to Allen County in Allen County Document Number 2011027311; thence North 00

degrees 48 minutes 57 seconds East, a distance of 45.82 feet along the East line of said Allen County tract to a Rebar stake with cap (FIRM 0042) in the Northeast corner thereof, the True Point of Beginning; thence North 89 degrees 41 minutes 36 seconds West, a distance of 125.00 feet along the North line of said Allen County tract to a Rebar stake with cap (FIRM 0042); thence North 00 degrees 48 minutes 57 seconds East, a distance of 304.75 feet to a Rebar stake with cap (FIRM 0042); thence South 89 degrees 26 minutes 05 seconds East, a distance of 125.00 feet to a Rebar stake with cap (FIRM 0042); thence South 00 degrees 48 minutes 57 seconds West, a distance of 304.18 feet to the Point of Beginning, said tract containing 0.8737 acres, more or less. A survey of said tract being represented by Plat of Survey #31-13-03-04 as prepared by D.A. Brown Engineering Consultants, Inc., 5419 County Road 427, Suite C, Auburn, Indiana 46706

Current owner of record: New Venture Development Corp.
Property Address: 7451 Flutter Road

Allen County Parcel No. 02-08-03-476-001.005-063 (East half of Tract 1):

A tract of land located in the Southeast Quarter of Section 3, Township 31 North, Range 13 East, in Allen County, the State of Indiana, more fully described as follows:

Commencing at a Harrison Marker situated in the Southeast corner of said Southeast Quarter; thence North 89 degrees 26 minutes 05 seconds West (GPS Grid Basis of Bearings), a distance of 924.55 feet along the South line of said Southeast Quarter to a marker spike with tag (FIRM 0042) in the Southeast corner of the tract of land described in the conveyance to Allen County in Allen County Document Number 2011027311; thence North 00 degrees 48 minutes 57 seconds East, a distance of 45.82 feet along the East line of said Allen County tract to a Rebar stake with cap (FIRM 0042) in the Northeast corner thereof, the True Point of Beginning; thence North 89 degrees 41 minutes 36 seconds West, a distance of 125.00 feet along the North line of said Allen County tract to a Rebar stake with cap (FIRM 0042); thence North 00 degrees 48 minutes 57 seconds East, a distance of 304.75 feet to a Rebar stake with cap (FIRM 0042); thence South 89 degrees 26 minutes 05 seconds East, a distance of 125.00 feet to a Rebar stake with cap (FIRM 0042); thence South 00 degrees 48 minutes 57 seconds West, a distance of 304.18 feet to the Point of Beginning, said tract containing 0.8737 acres, more or less. A survey of said tract being represented by Plat of Survey #31-13-03-04 as prepared by D.A. Brown Engineering Consultants, Inc., 5419 County Road 427, Suite C, Auburn, Indiana 46706

Current owner of record: Granite Ridge Builders, Inc. by Tony Reincke
Property Address: 7467 Flutter Road

Allen County Parcel No. 02-08-02-351-001.001-063 (West and East half of Tract 2):

A tract of land located in the Southwest Quarter of Section 2, Township 31 North, Range 13 East, in Allen County, the State of Indiana, more fully described as follows:

Beginning at a Harrison Marker situated in the Southeast corner of said Southwest Quarter, thence South 87 degrees 38 minutes 12 seconds West (GPS Grid Basis of Bearing), a distance of 2626.65 feet along the South line of said Southwest Quarter to the Point of Beginning, thence North 02 degrees 52 minutes 53 seconds West, a distance of 350.01 feet; thence North 87 degrees 38 minutes 12 seconds East, a distance of 238.13 feet; thence South 02 degrees 52 minutes 53 seconds East, a distance of 350.01 feet; thence South 87 degrees 38 minutes 12 seconds West, a distance of 238.13 feet to the Point of Beginning, said tract containing 1.91 acres, more or less, and being subject to all public rights-of-way and to all easements of record.

Current owner of record: New Venture Development Corp.
Property Address: 7757 Flutter Road (West ½)

And

Current owner of record: New Venture Development Corp.
Property Address: 7783 Flutter Road (East ½)

Allen County Parcel No. 02-08-02-351-001.001-063 (West and East half of Tract 3):

A tract of land located in the Southwest Quarter of Section 2, Township 31 North, Range 13 East, in Allen County, the State of Indiana, more fully described as follows:

Beginning at a Harrison Marker situated in the Southeast corner of said Southwest Quarter, thence South 87 degrees 38 minutes 12 seconds West (GPS Grid Basis of Bearing), a distance of 2388.52 feet along the South line of

said Southwest Quarter to the Point of Beginning, thence North 02 degrees 52 minutes 53 seconds West, a distance of 350.01 feet; thence North 87 degrees 38 minutes 12 seconds East, a distance of 238.13 feet; thence South 02 degrees 52 minutes 53 seconds East, a distance of 350.01 feet; thence South 87 degrees 38 minutes 12 seconds West, a distance of 238.13 feet to the Point of Beginning, said tract containing 1.91 acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

Current owner of record: New Venture Development Corp.

Property Address: 7805 Flutter Road (West ½)

And

Current owner of record: New Venture Development Corp.

Property Address: 7833 Flutter Road (East ½)

Allen County Parcel No. 02-08-02-351-001.001-063 (West and East half of Tract 4):

A tract of land located in the Southwest Quarter of Section 2, Township 31 North, Range 13 East, in Allen County, the State of Indiana, more fully described as follows:

Beginning at a Harrison Marker situated in the Southeast corner of said Southwest Quarter, thence South 87 degrees 38 minutes 12 seconds West (GPS Grid Basis of Bearing), a distance of 2150.39 feet along the South line of said Southwest Quarter to the Point of Beginning, thence North 02 degrees 52 minutes 53 seconds West, a distance of 350.01 feet; thence North 87 degrees 38 minutes 12 seconds East, a distance of 238.13 feet; thence South 02 degrees 52 minutes 53 seconds East, a distance of 350.01 feet; thence South 87 degrees 38 minutes 12 seconds West, a distance of 238.13 feet to the Point of Beginning, said tract containing 1.91 acres, more or less, and being subject to all public road rights-of-way and to all easement of record.

Current owner of record: New Venture Development Corp.

Property Address: 7849 Flutter Road

Allen County Parcel No. 02-08-02-351-001.004-063:

A tract of land located in the Southwest Quarter of Section 2, Township 31 North, Range 13 East, in Allen County, the State of Indiana, more fully described as follows:

Commencing at a Harrison Marker situated in the Southwest corner of said Southwest Quarter; thence North 87 degrees 38 minutes 12 seconds East (Record Basis of Bearings), a distance of 714.40 feet along the South line of said Southwest Quarter; thence North 02 degrees 52 minutes 54 seconds West, a distance of 50.00 feet along the West line of the tract of land described in the conveyance to Mark D. Vandre in Allen County Document No. 94-066524 to a rebar stake with cap (FIRM 0042) in the Northeast corner of the tract of land described in the conveyance to Allen County in Allen County Document No. 2011027309, the True Point of Beginning; thence South 87 degrees 38 minutes 12 seconds West, a distance of 119.07 feet along the North line of said Allen County tract to a rebar stake with cap (FIRM 0042); thence North 02 degrees 52 minutes 54 seconds West, a distance of 350.00 feet to a rebar stake with cap (FIRM 0042); thence North 87 degrees 38 minutes 12 seconds East, a distance of 119.07 feet to a rebar stake with cap (FIRM 0042); thence South 02 degrees 52 minutes 54 seconds East, a distance of 350.00 feet along the West line of the tract described in the conveyance to Samuel C. and Misty D. Tippmann in Allen County Document No. 2009039258 and of the Vandre tract referenced above to the Point of Beginning, said tract containing 41,672 square feet, or 0.9567 acres, more or less.

Current owner of record: Terry A. Carboni and Jacqueline S. Carboni

Property Address: 7877 Flutter Road

Benefited Area

St. Joseph Township Section 10, T31N, R13E

Allen County Parcel No. 02-08-10-200-005.000-063:

The North 330 feet of the East 264 feet of the Northeast Quarter of the Northeast Quarter of Section 10, Township 31 North, Range 13 East, Allen County, Indiana, containing 2 acres of land, subject to Flutter Road right of way over and across the North side thereof.

Current owner of record: Robert D. Buhn and Joan R. Buhn Joint Revocable Trust

Property Address: 7720 Flutter Road

Allen County Parcel No. 02-08-10-200-004.000-063:

A tract of land located in the North half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 10, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (1/4) of Section 10, Township 31 North, Range 13 East, thence Westerly and along the North line of the Northeast Quarter (1/4) of said Section 10 a distance of 264.0 feet to the place-of-beginning (P.O.B.); thence continuing Westerly and along said North line, said line also being the centerline of the Flutter Road, a distance of 250.0 feet; thence South, and parallel with the East line of the Northeast Quarter (1/4) of said Section 10, a distance of 671.1 feet to a point located on the South line of the North half (1/2) of the Northeast Quarter (1/4), of the Northeast Quarter (1/4), of said Section 10; thence Easterly and along said South line, said line also being a farm fence line, a distance of 250.0 feet; thence North and parallel with the East line of the Northeast Quarter (1/4) of said Section 10, a distance of 665.7 feet to the place-of-beginning (P.O.B.); said tract of land containing 3.824 acres more or less. Subject to the right-of-way of the Flutter Road and any legal grants or easements of record located thereon.

Excepting Therefrom The Following:

Part of the Northeast Quarter of Section 10, Township 31 North, Range 13 East, Saint Joseph Township in Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker making the Northeast corner of said Northeast Quarter; thence North 89 degrees 34 minutes 38 seconds West (assumed bearing and basis of bearings to follow), a distance of 264.00 feet along the North line of said Northeast Quarter and within the right-of-way of Flutter Road to the East line of an existing tract described in Document Number 79-33474 in the Office of the Recorder of Allen County, Indiana, said point also being the Point of Beginning of the herein described tract; thence South 02 degrees 30 minutes 20 seconds East, a distance of 51.25 feet along said East line; thence North 89 degrees 50 minutes 09 seconds West, a distance of 249.94 feet to the West line of said existing tract; thence North 02 degrees 30 minutes 20 seconds West, a distance of 52.38 feet along said West line to the North line of said Northeast Quarter; thence South 89 degrees 34 minutes 38 seconds East, a distance of 250.00 feet along said North line and within the right-of-way of said Flutter Road to the Point of Beginning. Containing 0.297 acres (12,936.885 square feet) more or less. Subject to rights-of-way and easements of record. The portion of the above described real estate which is not already embraced within the public right-of-way contains 0.217 acres (9,436.8855 square feet), more or less.

Current owner of record: Stanley L. Ganczak and Sherry A. Ganczak

Property Address: Parcel West of 7720 Flutter Road

Allen County Parcel No. 02-08-10-200-003.000-063:

A part of the East 19 acres of the North one-half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 31 North, Range 13 East, in Allen County, Indiana, in particular described as follows, to wit:

Commence at the Northwest corner of the East 19.0 acres of the North one-half of the Northeast Quarter of the Northeast Quarter of said Section 10; thence Easterly along the North line of said Quarter Section as defined by the centerline as established of a public road known as the Flutter Road, a distance of 743.1 feet to a point situated 514.0 feet Westerly of the Northeast corner of said Quarter Section; thence Southerly and parallel to the East line of said Quarter Section by a deflection right of 86 degrees 21 minutes, a distance of 671.0 feet to the South line of the North one-half of the Northeast Quarter of the Northeast Quarter of said Section 10 as established; thence Westerly along the line aforesaid as defined by a line fence, a distance of 745.4 feet to a post and pin found defining the Southwest corner of the East 19.0 acres of the North one-half of the Northeast Quarter of the Northeast Quarter of said Section 10; thence Northerly along the West line of said 19.0 acres as defined by a line fence, a distance of 687.5 feet to the point of beginning, containing 11.59 acres, more or less, of land. Subject to the Flutter Road upon and over the North 15.0 feet thereof. Subject to all easements and restrictions of record.

Current owner of record: Eldon R. Buhr and Carol S. Buhr

Property Address: 7600 Flutter Road

Allen County Parcel No. 02-08-10-200-003.001-063 & 02-08-10-200-003.002-063:

Part of the Northeast Quarter of the Northeast Quarter of Section 10, Township 31 North, Range 13 East, St. Joseph Township, Allen County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 10; thence along the North line of the Northeast Quarter of said Section 10; North 86 degrees 35 minutes 09 seconds West (deed bearing basis Doc. No. 205057518) a distance of 747.20 feet to a mag nail with Updike I.D. tag at the point of beginning of the herein described tract; thence South 0 degrees 00 minutes West parallel with the East line of said Northeast Quarter, a distance of 678.46 feet to a point, said point being marked by a 5/8" diameter rebar with an Updike I.D. cap in the line fence called for in the description of the parent tract found in Document Number 77-36052; thence along said line fence, North 87 degrees 58 minutes 43 seconds West, a distance of 192.08 feet to a 5/8" diameter rebar; thence North 0 degrees 00 minutes East, parallel with the East line of the Northeast Quarter of said Section 10, a distance of 683.14 feet to a mag nail, with Updike I.D. cap on the North line of said Northeast Quarter; thence along the North line of said Northeast Quarter, South 68 degrees 35 minutes 09 seconds East, a distance of 192.30 feet to the point of beginning.

Parcel contains 3.00 acres and is subject to a Roadway Easement over the Northern Portion thereof for Flutter Road and any pertinent easement of record.

ALSO:

Part of the Northeast Quarter of the Northeast Quarter of Section 10, Township 31 North, Range 13 East, St. Joseph Township, Allen County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 10, North 86 degrees 35 minutes 069 seconds West (assumed bearing base) a distance of 939.50 feet to a P.K. nail at the point of beginning of the herein described tract; thence South 0 degrees 00 minutes East, parallel with the East line of said Northeast Quarter, a distance of 683.14 feet to a point, said point being marked by a 5/8 inch diameter rebar and Updike I.D. cap in the line fence called for in the description of the parent tract found in Document Number 77-36052; thence along said line fence, North 87 degrees 58 minutes 43 seconds West, a distance of 317.23 feet to a half inch diameter rebar at a wood post; thence North 0 degrees 00 minutes East, parallel with the East line of the Northeast Quarter of said Section 10 and along a fence line, a distance of 690.86 feet to a railroad spike on the North line of said Northeast Quarter; thence along the North line of said Northeast Quarter, South 86 degrees 35 minutes 09 seconds East, a distance of 317.60 feet to the point of beginning. Parcel contains 5.00 acres.

Current owner of record: John F. Tichac and Christina R. Tichac
Property Address: Parcel East of 7410 Flutter Road

And

Current owner of record: John F. Tichac and Christina R. Tichac
Property Address: 7410 Flutter Road

Benefited Area

St. Joseph Township Section 11, T31N, R13E

Allen County Parcel No. 02-08-11-100-001.000-063:

The West one-half (1/2) of the West one-half (1/2) of the Northwest Quarter (1/4) of Section Eleven (11), Township Thirty-One (31) North, Range Thirteen (13) East, Allen County, Indiana

Current owner of record: Harold G. Hart and Billie J. Hart
Property Address: 7818 Flutter Road

7. Said sewer when constructed will serve the benefited areas as shown on **Exhibit "A"**. In the event any present or future owners of said described benefited areas shall at any time within 15 years after the date of this Contract desire to use said sewer by direct tap to serve such land, City through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess areas pay to City, a fee for connecting to the local sewer serving said property. Said fee shall be in addition to the cost of standard tap-in and inspection fees, and monthly sewage treatment charges as are customarily charged by City. The properties affected and the full amounts due per tap are shown on attached **Exhibit "A"**. The amounts so collected shall be refunded to Contributor as partial reimbursement for amounts expended to extend local sewers until such time as one of the following events occur; a period of 15 years has passed from the date of this Contract or the Contributor has been reimbursed for the total amount subject to reimbursement, whichever event comes first. Thereafter, no reimbursements will be collected or paid.

8. It is understood and agreed that **River Hollow Estates Section I** is subject to **Area Connection Fees** at the time of connection in accordance with agreements and/or resolutions on file in the Office of the Board of Public Works of said **CITY**. The area connection fees for **21 Lots** shall be paid on or before building sewer connections are made to the City sewer system in accordance with the applicable fees in effect at the time of connection. The area connection fees represent the installation and/or oversizing costs expended by **CITY** for downstream collection system and treatment facilities. **(Current Shed & Rate: Upper Saint Joseph at \$1,308.00 per ERU - Subject to adjustments)**

It is understood and agreed that the **River Hollow Estates Section I Offsite** area that does not result in the decommissioning and elimination of an existing septic system is subject to **Area Connection Fees** at the time of connection in accordance with agreements and/or resolutions on file in the Office of the Board of Public Works of said **CITY**. The area connection fees shall be paid on or before building sewer connections are made to the City sewer system in accordance with the applicable fees in effect at the time of connection. The area connection fees represent the installation and/or oversizing costs expended by **CITY** for downstream collection system and treatment facilities. **(Current Shed & Rate: Upper Saint Joseph at \$1,308.00 per ERU - Subject to adjustments)**

It is understood and agreed that the area connection fees **(Current Shed and Rate: Upper Saint Joseph at \$1,308.00 per ERU)** for **7410 Flutter Road, 7720 Flutter Road and 7818 Flutter Road** will be waived pursuant to the City of Fort Wayne Septic Elimination Policy – Resolution # 96-12-02-09-03.

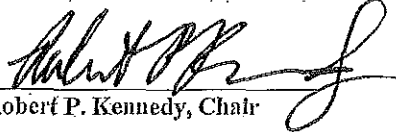
9. The City may approve the extension of additional sanitary sewer lines from the sanitary sewer system(s) covered in this Contract without incurring financial obligations to the Contributor under this Contract.
10. Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors or assigns or any future owner of any land serviced by said sewer shall, at any time, discharge or permit to be discharged or to flow into said sanitary sewer any water runoff caused by natural precipitation, or anything other than sanitary sewage in accordance with the Fort Wayne Code of Ordinances.
11. Contributor represents that it is the owner of real estate described in Paragraph (6) herein and for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by it as described in Paragraph (6) or hereafter served by said sewer or any extension thereof.
12. In further consideration and to induce City to execute and ratify this Contract, Contributor for itself, its successors and assigns, agrees by this Contract to vest in City the permanent right, at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance said real estate described in Paragraph (6) herein.
13. Contributor further agrees that any deeds, contracts, or other instruments of conveyance made by Contributor, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Paragraph (6) herein, shall contain the waiver and release provisions contained in this Paragraph (13), which provision shall run with the land and the acceptance of delivery of any such instruments from Contributor, its successors and assigns to any grantee, vendor or contract purchaser shall be made subject to the terms of this Contract and shall constitute an acceptance of the foregoing provisions by said grantee, vendor or contract purchaser and their successors in title.

14. Any owner or owners of land which now or hereafter is located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its rights to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory which it is located or of the area served by said sewer (I.C. 36-9-22-2, as Added by Acts 1981, P.L. 309, 395).
15. It is further understood and agreed that, upon completion of the sanitary sewer system, the Contributor or its contractor shall file a Completion Affidavit, a Maintenance Bond and Certified Record Drawings with the Board of Public Works of said City, and shall take such action as is necessary to transfer all rights, titles and interest in said system to the City. The Maintenance Bond shall run for a minimum period of one (1) year from date of acceptance of the said system by the City and shall be in the minimum amount of **\$93,175.75 (Ninety three thousand one hundred seventy five dollars and seventy five cents)**.
16. Upon receipt of the Completion Affidavit, Maintenance Bond and Certified Record Drawings, and being provided with proof of dedicated easements or recorded easements, the City will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the Standards and Specifications of the Water Resources Department and the Board of Public Works, the City through its Board of Public Works shall issue a Letter of Acceptance of the project to **Kurtz Excavating, Inc.** and to the Contributor. Upon issuance of the Letter of Acceptance, and in accordance with the terms of said letter, the sanitary sewer installed under this Contract shall form and be a part of said City sewerage system, and all rights, title and interest whatsoever in said sanitary sewer system shall pass to and remain in the City of Fort Wayne, Indiana.
17. It is further understood and agreed that if the work described above is not initiated within twelve (12) months after the date of this Contract, said Contract shall be null and void.
18. E-Verify Affidavit. Pursuant to Indiana Code 22-5-1.7, Contributor agrees and shall enroll in and verify the work eligibility status of all newly hired employees of the Contributor through the E-Verify program. E-Verify means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contributor is not required to verify the work eligibility status of all newly hired employees of Contributor through the E-verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contributor, being first duly sworn, deposes and states that the Contributor does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties have subscribed to the instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

By 
Robert P. Kennedy, Chair

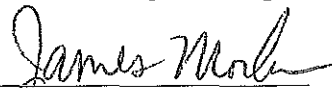
By 
Mike Avila, Member

By 
Kumar Menon, Member

ATTEST: 
Victoria G. Edwards, Clerk

CONTRIBUTOR

New Venture Development Corp.

By 
James Morlan
President
10808 La Cabreah Lane
Fort Wayne, In 46845
(260) 489-7095

ACKNOWLEDGEMENT
CONTRIBUTOR

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State and County personally appeared James Morlan as President for New Venture Development Corp., and acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 16th day of January 2014.

My Commission Expires: 10/17/2019

Resident of Allen County

Lisa A. Downey
Notary Public Signature
Lisa A. Downey
Printed Name

ACKNOWLEDGEMENT
CITY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

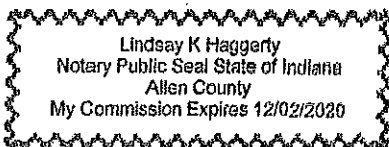
Before me, a Notary Public in and for said State and County personally appeared Robert P. Kennedy, Mike Avila and Kumar Menon as Members of the Board of Public Works, and Victoria G. Edwards, Clerk of the Board, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 19th day of February 2014.

My Commission Expires: 12/02/2020

Resident of Allen County

Lindsay K. Haggerty
Notary Public Signature
Lindsay K. Haggerty
Printed Name



I affirm, under penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. This instrument prepared by Craig Berndt, Fort Wayne City Utilities, June 28, 2012.

Exhibit "A"
River Hollow Section I and Lift Station Sanitary
Reimbursement to Contributor

1. The construction cost for 1,461± L.F. of 4" HDPE DR 11 pipe and 3,495± L.F. of 8"PVC pipe by Kurtz Excavating, Inc. is: **\$151,950.00**
 - Total served by the 4" and 8" sanitary sewer is **35 Taps**.
2. The inspection and testing cost by the City of Fort Wayne is: **\$10,442.00**.
3. The total cost for the construction is: **\$162,392.00**
4. Therefore the total assessment for the benefited area per Tap is:
$$\$162,392.00 / 35 = \$4,639.77 \text{ per Tap}$$
5. City, in accordance with Board of Works approved policies, will contribute **\$3,200.00** per property for septic elimination upon connection and the Area Connection Fees will be waived for those parcels that qualify.

Benefited Area
St. Joseph Township Section 10, T31N, R13E

Allen County Parcel No. 02-08-10-200-003.001-063:

W 317.60 of E 1257.10 Ft of N 690.86 NE ¼ NE ¼ Sec 10

Parcel Address: 7410 Flutter Road

Current owner of record: John F. & Christina R. Tichac

Mailing Address: 7410 Flutter Road

Fort Wayne, In 46835

1 Tap = \$4,639.77

Area Connection Fees waived pursuant to City Septic Policy

Tap Fee Due

Allen County Parcel No. 02-08-10-200-003.002-063:

W 192.3 of E 939.5 of N 683.14 NE ¼ Sec 10

Parcel Address: Parcel East of 7410 Flutter Road

Current owner of record: John F. & Christina R. Tichac

Mailing Address: 7410 Flutter Road

Fort Wayne, In 46835

1 Tap = \$4,639.77

Area Connection Fees due at time of connection

Tap Fee Due

Allen County Parcel No. 02-08-10-200-003.000-063:

W 743.1 of E 19a of W ½ NE ¼ NE ¼ Sec 10 & Ex W 509.9 Ft & Ex pt to rd

Parcel Address: 7600 Flutter Road

Current owner of record: Eldon R. & Carol S. Buhr

Mailing Address: 11001 Wheelock Road

Fort Wayne, In 46835

1 Tap = \$4,639.77

Area Connection Fees due at time of connection

Tap Fee Due

Allen County Parcel No. 02-08-10-200-004.000-063:

W 250 of E 514 of N 665.7 NE ¼ Sec 10 Ex pt to rd

Parcel Address: Parcel West of 7720 Flutter Road

Current owner of record: Stanley L. & Ganczak

Mailing Address: 7720 Flutter Road

Fort Wayne, In 46835

1 Tap = \$4,639.77

Area Connection Fees due at time of connection

Tap Fee Due

Allen County Parcel No. 02-08-10-200-005.000-063:

N 330 of E 264 Ft NE ¼ Sec 10 Ex R/W

Parcel Address: 7720 Flutter Road

Current owner of record: Robert D. & Joan R. Buhn Joint Revocable Trust

Mailing Address: 7720 Flutter Road

Fort Wayne, In 46834

1 Tap = \$4,639.77

Area Connection Fees waived pursuant to City Septic Policy

Tap Fee Due

Benefited Area
St. Joseph Township Section 11, T31N, R13E

Allen County Parcel No. 02-08-11-100-001.000-063:

W 40.20a of N ½ Sec 11 Ex r/w

Parcel Address: 7818 Flutter Road

Current owner of record: Harold G. & Billie J. Hart

Mailing Address: 7818 Flutter Road

Fort Wayne, In 46835

1 Tap = \$4,639.77

Area Connection Fees waived pursuant to City Septic Policy

Tap Fee Due

Contributor Area
River Hollow Estates Section I and Offsite
St. Joseph Township Section 2, T31N, R13E

21 Onsite Taps @ \$4,639.77 per Tap = \$ 97,435.17

8 Offsite Taps @ \$4,639.77 per Tap = \$ 37,118.16

Total 29 Taps = \$ 143,553.33

Allen County Parcel No. 02-08-03-476-001.005-063 (West half of Tract 1):

(West half Tract 1) 2 Ac tr 924.55 ft W of SSE Cor SE ¼ Sec 3 Ex pt to rd

Parcel Address: 7451 Flutter Road

Current owner of record: New Venture Development Corp.

Area Connection Fees due at time of connection

Mailing Address: 10808 La Cabreah Lane

Tap Fee Due

Fort Wayne, In 46835

Allen County Parcel No. 02-08-03-476-001.005-063 (East half of Tract 1):

(East half Tract 1) 2 Ac tr 924.55 ft W of SSE Cor SE ¼ Sec 3 Ex pt to rd

Parcel Address: 7467 Flutter Road

Current owner of record: Granite Ridge Builders, Inc. by Tony Reincke

Mailing Address: 1020 Woodland Plaza Run

Area Connection Fees due at time of connection

Fort Wayne, In 46825

Tap Fee Due

Allen County Parcel No. 02-08-02-351-001.001-063 (West half of Tract 2):

(West half Tract 2) 1.91 ac tr SW corn SW ¼

Parcel Address: 7757 Flutter Road

Current owner of record: New Venture Development Corp.

Area Connection Fees due at time of connection

Mailing Address: 10808 La Cabreah Lane

Tap Fee Due

Fort Wayne, In 46835

Allen County Parcel No. 02-08-02-351-001.001-063 (East half of Tract 2):

(East half Tract 2) 1.91 ac tr SW corn SW ¼

Parcel Address: 7783 Flutter Road

Current owner of record: New Venture Development Corp.

Area Connection Fees due at time of connection

Mailing Address: 10808 La Cabreah Lane

Tap Fee Due

Fort Wayne, In 46835

Allen County Parcel No. 02-08-02-351-001.001-063 (West half of Tract 3):

(West half Tract 3) 1.91 ac tr 238.13 ft E of SE Cor SW ¼ Sec 2 Ex pt to rd

Parcel Address: 7805 Flutter Road

Current owner of record: New Venture Development Corp.

Area Connection Fees due at time of connection

Mailing Address: 10808 La Cabreah Lane

Tap Fee Due

Fort Wayne, In 46835

Allen County Parcel No. 02-08-02-351-001.001-063 (East half of Tract 3):

(East half of Tract 3) 1.91 ac tr 238.13 ft E of SE Cor SW ¼ Sec 2 Ex pt to rd

Parcel Address: 7833 Flutter Road

Current owner of record: New Venture Development Corp. Area Connection Fees due at time of connection

Mailing Address: 10808 La Cabreah Lane Tap Fee Due

Fort Wayne, In 46835

Allen County Parcel No. 02-08-02-351-001.001-063 (West half of Tract 4):

(West half of Tract 4) 1.91 ac tr 476.26 ft E of SE Cor SE ¼ Sec 2 Ex pt to rd

Parcel Address: 7849 Flutter Road

Current owner of record: New Venture Development Corp. Area Connection Fees due at time of connection

Mailing Address: 10808 La Cabreah Lane Tap Fee Due

Fort Wayne, In 46835

Allen County Parcel No. 02-08-02-351-001.004-063(East half of Tract 4):

(East half of Tract 4) 1.91 ac tr 476.26 ft E of SE Cor SE ¼ Sec 2 Ex pt to rd

Parcel Address: 7877 Flutter Road

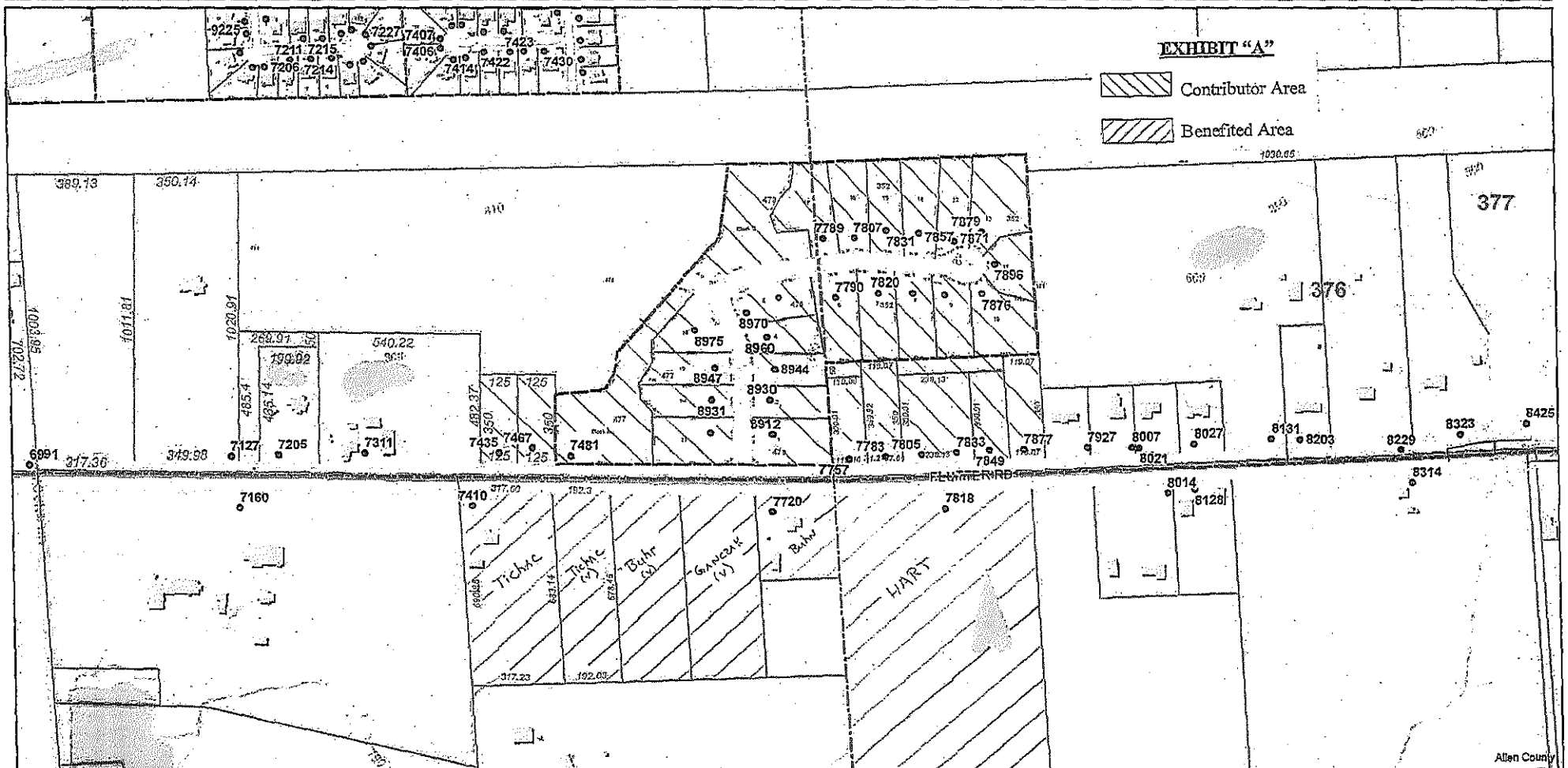
Current owner of record: Terry A. & Jacqueline S. Carboni Area Connection Fees due at time of connection

Mailing Address: 7877 Flutter Road Tap Fee Due

Fort Wayne, In 46835



River Hollow Section I Sanitary



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East
Photos and Contours: Spring 2009



Date: 1/16/2014 1" = 315'

Interoffice Memo

Date: March 5, 2014

To: Common Council Members

From: Kumar Menon, Director of City Utilities

**RE: River Hollow Estates (Flutter Road) Regional Sanitary Sewer System
Contract # 2013 – S – 21R**

On February 14, 2014, the Board of Public Works entered into an agreement with New Venture Development Corp for the construction of a regional sanitary sewer lift station and gravity sewer system as part of the River Hollow Estates Residential Subdivision being constructed by New Venture Development Corp (North Eastern Group). This development and regional sanitary sewer system will be located along Flutter Road, between St. Joe Road and Wheelock Road and will be designed and constructed to collect and convey sanitary sewage from the proposed residential development and from future development as well as failed/failing septic system relief in this northeastern area. This installation coincides with the construction of the residential subdivision and takes advantage of the economies of completing the overlapping work at the same time. The Board's participation in this project calls for the reimbursement of up to \$170,600 for the design and construction costs for these improvements; funds for project will come from Sewer Utility.

The Board of Works and City Utilities seeks the Council's concurrence with the Board's action so that we may proceed with this significant system improvement and economic development opportunity.

Please contact Nancy Townsend at 427-2691 or at nancy.townsend@cityoffortwayne.org if you have any questions.

CC: Diane Brown
Molly McCray

DIGEST SHEET

Department: City Utilities, Utility Administration & Development Services

Resolution Number: Board of Works Contract 2013-S-21R

Title of Ordinance: Contract for the Construction and Transfer of Sanitary Sewer Facilities 2013 – S – 21R, River Hollow Estates (Flutter Road) Lift Station and Offsite Sewer System.

Awarded To: New Venture Development Corp

Amount of Contract: (Not To Exceed) \$170,600

Number of Bidders: In compliance with State purchasing requirements, the developer obtained competitive bids from three qualified contractors; Non Collusion Affidavits accompanied each of the bid submittals.

Description of Project (Be Specific):

This Agreement calls for the construction of a regional lift station and construction of 1,887 lineal feet of 8-inch gravity sanitary sewer at a deeper elevation than needed for the development (the contract also includes the “local” sewer system to be constructed within the residential subdivision). This construction will be completed as part of and at the same of the River Hollow Estates residential subdivision. Through this Agreement, the developer of the residential subdivision is contributing costs in the amount equal to what would be necessary for the onsite lift station and will pay the entire cost of the force main to serve the residential subdivision. City Utilities cost is based on the difference between that “base system” for the residential subdivision and the actual cost of the regional lift station and deepening of a portion of the gravity sanitary sewer that will be extended and used by other real estate in the future.

What Are The Implications If Not Approved:

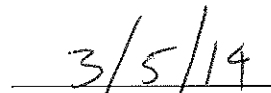
- The current opportunity to efficiently install the regional sanitary sewer piping in a cost effective manner would be missed. This Agreement also includes a “no-cost” use of real estate for the construction of the regional lift station that would be missed.

If Prior Approval Is Being Requested, Justify:

Not Applicable.

Additional Comments: This system will provide sewer service opportunity to properties with failed/failing septic systems and provide for future growth on surrounding real estate. The funding source for this project is Sanitary Sewer Utility funds.


Signature
Nancy Townsend, 427-2691


Date