AGREEMENT FOR UTILITY SERVICE
DAYTON UNITED METHODIST CHURCH
7201 Wesleyan Drive, Dayton, IN

Pursuant to the attached conditions, the Town of Dayton agrees to provide water supply service to and accept sanitary sewage from a 1.760 acre church site located at 7201 Wesleyan Drive, Dayton, IN (see attached descriptions).

Town of Dayton
Town Council

John Swick, President

Mike Harris, Member

Max Brown, Member

Date: 2/4/02

Ashley Stevenson, Member

Paul Winstead, Member

ATTEST:

LaDonna Snyder, Clerk

Date: 2/4/02

Church
Dayton United Methodist Church

By: Roberta Blosser
Chairman of Administrative Council

Date: Feb. 5, 2002

By: John Carson
Chairman of Trustees

Date: 2/4/02
CONDITIONS FOR UTILITY SERVICE

1. Acceptance of the conditions in the attached Statement of Policy for Utility Service.

2. The Owner/Church shall provide all easements necessary to provide utility (water, sanitary sewer, and storm sewer) service at no cost to the Town of Dayton for the improvements set forth herein as well as along the east side of Dayton Road south from MH-2 to the Owner/Church property line.

3. WATER SUPPLY

Existing water mains are located near the vicinity of the proposed development and have sufficient size and capacity to serve said development. The Town of Dayton has previously constructed water supply facilities, storage facilities and distribution mains to serve this general area.

The Point of Connection for the water service is an existing 6"Ø stub located near the northeast corner of the church property at the south edge of the Wesleyan Drive right-of-way.

In recognition of prior construction of water mains by the Town of Dayton, the Owner/Church agrees to pay the Town of Dayton a water supply Cost Recovery Fee in the amount of $1,800 times the acres of the herein described development (attachment). The parties acknowledge that the Owner/Church has tendered payment to the Town.

All construction shall be subject to all applicable Town standards as noted elsewhere in this Utility Service Agreement. The contractor shall notify the appropriate governmental agencies at least 48 hours prior to starting or resuming work on a public watermain project. A water tap permit and town inspection is required for all connections to water system.

Upon completion, the Town of Dayton shall accept all water mains as public water mains without residual obligation to the Owner/Church.

4. SANITARY SEWERS

Existing sanitary sewer service is located near the proposed development site and has sufficient size and capacity to serve said development. These sanitary sewer facilities were previously constructed by the Town of Dayton to serve this general area.

Wastewater service shall be provided for the development at five (5) points of connection:

(EX-38) Existing MH 38 approximately 30 LF North of Shady Lane.
(MH-1) The current terminus point of the sewer at the intersection of Dayton Road and Shady Lane (12"Ø).
(MH-2) The proposed intermediate manhole on Dayton Road south of Wesleyan Drive (12"Ø).
(EX-8) An existing manhole just east of the Church’s current west entrance (8"Ø).

In recognition of prior construction of sewage lift stations, force mains and interceptor sewers by the Town of Dayton, the Owner/Church agrees to pay to the Town of Dayton a wastewater cost recovery fee in the amount of $1,200 times the acres of herein described development (attachment). The parties acknowledge that the Owner/Church has tendered payment to the Town.

All construction shall be subject to all applicable Town of Dayton Standards as noted elsewhere in this Utility Service Agreement. The contractor shall notify the appropriate governmental agencies at least 48 hours prior to starting or resuming work on a public sewer project. A sewer tap permit and town inspection is required for all connections to sewer system.

Upon completion, the Town of Dayton shall accept all sanitary sewers as public sanitary sewers without residual obligation to the Owner/Church.

The Owner/Church shall pay for and construct utility extensions to points of service EX-38, MH-1, MH-2, and EX-8 as described above and pursuant to design plans approved by the Town of Dayton. The Owner/Church shall pay for all costs related to disconnecting and capping the existing line.

5. STORMWATER MANAGEMENT/DISCHARGE

The stormwater management plan for this Project provides for the conveyance and discharge of stormwaters from this site through a series of ditches and pipe systems.

When the Town completes the series of ditches and pipe systems, the Owner/Church can regain full use of its land presently used as a temporary detention pond.

The Owner/Church will direct the stormwater discharge from the project as directed by the Town to the edge of the Church’s real estate.

The Town will improve drainage as required to receive the flows from the Project.

The Owner/Church will reimburse the Town for the construction/improvement of the stormwater system on the basis of the acre-feet of storage required for the project times a charge of $10,000 per acre foot plus $3,500 per platted acre. The charge of $10,000 per acre foot of storage required plus $3,500 per platted acre represents the total cost of the construction/improvement of stormwater system allocated to the acreage of the watershed to be served by these facilities.

Based on the development as proposed (a church site with a total acreage of 1.760 acres) and the data furnished by the Owner/Church, the required storage for the project is 1.707 acre feet. The fee due the Town for stormwater management is $10,000 X $1,707 acre-feed plus
$3,500 X 1.760 acres.

The parties acknowledge that the Owner/Church has tendered payment to the Town.

6. The parties acknowledge that at such time as there is additional development or improvement to the remaining 4.846 acres, the Owner of said property will be obligated to enter into a Utility Service Agreement.
(Attachment)

SUMMARY OF COSTS

Waterworks Cost Recovery Fee

\[ \$18,000.00 \times 1.760 \text{ acres} = \$3,168.00 \]

Wastewater Cost Recovery Fee

\[ \$1,200.00 \times 1.760 \text{ acres} = \$2,112.00 \]

Stormwater Cost Recovery Fee

\[ \$10,000/\text{acre foot} \times 1.707 \text{ acre foot} = \$17,070.00 \]
\[ \$3,500/\text{acre} \times 1.760 \text{ acres} = \$6,160.00 \]

Total \[ = \$28,510.00 \]
GRANT OF EASEMENT FOR
SANITARY SEWER

We the owners Ronald Koehler and Cindy K. Marsh do hereby grant the following
described easement to the Town of Dayton for sanitary sewer and incidental purposes:

A part of the Northwest Quarter of Section 9, Township 22 North, Range 3 West,
Sheffield Township, Tippecanoe County, Indiana more particularly described as
follows:

A strip of land 15 feet in even width described as follows: commencing at a point
marking the centerline intersection of Dayton Road and Wesley Drive as platted in
the Wesley Subdivision recorded in Plat Cabinet D Slide 176 in the office of the
Tippecanoe County Recorder and marked by a railroad spike said point being the
Northwest corner of said subdivision; thence North 08° 17' 00" West along the
centerline of said Dayton Road a distance 30.38 feet to the North line of said
Wesley Drive; thence South 89° 13' 00" East along the North line of said Wesley
Drive, a distance of 35.44 feet to the Point of Beginning; thence North 08° 17' 00"
West, a distance of 244.79 feet; thence North 89° 42' 40" West, a distance of
15.17 feet; thence South 08° 17' 00" East, a distance of 244.66 feet to the North
line of said Wesley Drive; thence South 89° 13' 00" East along the North line of
said Wesley Drive, a distance of 15.19 feet to the Point of Beginning.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this

\[\frac{4}{4}\] day of MARCH, 2002.

Ronald Koehler

Cindy K. Marsh

STATE OF INDIANA )
 ) SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared
Ronald Koehler and Cindy K. Marsh, who are known to me to be the same persons
whose names appear above, and who having been first duly sworn, upon their oath,
acknowledge the signing, sealing, and setting aside of the easement described hereon as
their free and voluntary act.

WITNESS my hand and Notary Seal this \[\frac{4}{4}\] day of MARCH, 2002.

Notary Public

TIPPECANOE County of residence

Prepared by: Robert R. Grove, P.E./L.S.
GRANT OF EASEMENT FOR
SANITARY SEWER

We the owners The Dayton United Methodist Church, Inc. do hereby grant the
following described easement to the Town of Dayton for sanitary sewer and incidental
purposes:

A part of the Northwest Quarter of Section 9, Township 22 North, Range 3 West,
Sheffield Township, Tippecanoe County, Indiana more particularly described as
follows:

A strip of land 15 feet in even width described as follows: commencing at a point
marking the centerline intersection of Dayton Road and Wesley Drive as plated in
the Wesley Subdivision recorded in Plat Cabinet D Slide 176 in the office of the
Tippecanoe County Recorder and marked by a railroad spike said point being the
Northwest corner of said subdivision; thence South 08° 17' 00" East along the
centerline of said Dayton Road a distance 45.57 feet; thence South 89° 13' 00"
East, a distance of 40.51 feet to the East line of said Dayton Road and Point of
Beginning; thence continuing South 89° 13' 00" East, a distance of 272.93 feet;
thence North 00° 00' 00" East, a distance of 15.00 feet; thence North 89° 13' 00"
West, a distance of 275.12 feet to the East line of said Dayton Road; thence South
08° 17' 00" East along the East line of said Dayton, a distance of 15.19 feet to the
Point of Beginning.

Also a strip of land 15 feet in even width described as follows: commencing at a
point marking the centerline intersection of Dayton Road and Wesley Drive as
plated in the Wesley Subdivision recorded in Plat Cabinet D Slide 176 in the
office of the Tippecanoe County Recorder and marked by a railroad spike said
point being the Northwest corner of said subdivision; thence South 08° 17' 00"
East along the centerline of said Dayton Road a distance 30.38 feet; thence South
89° 13' 00" East, a distance of 25.32 feet to the Point of Beginning; thence
continuing South 89° 13' 00" East, a distance of 15.19 to the East line of Dayton
Road; thence South 08° 17' 00" East along the East line of Dayton, a distance of
778.62 feet; thence South 81° 43' 00" West, a distance of 15.00 feet; thence North
08° 17' 00" West, a distance of 781.01 feet to the Point of Beginning.

(1)
IN WITNESS WHEREOF, the undersigned has executed this instrument on this
4th day of March, 2002.

Chairman of the Trustees of The Dayton
United Methodist Church, Inc.

STATE OF INDIANA )
) SS:
TIPPECANOE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared
JOHN CARSON Chairman of the Trustees of The Dayton United Methodist
Church, Inc., who is known to me to be the same person whose name appears above,
and who having been first duly sworn, upon their oath, acknowledge the signing,
sealing, and setting aside of the easement described hereon as their free and voluntary
act.

WITNESS my hand and Notary Seal this 4th day of March, 2002.

Pamela J. Blank
(Suppecanoe) Co.
County of residence

Prepared by: Robert R. Grove, P.E.\L.S.