

11 South Third St., Suite 200
Lafayette, IN 47901
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April 8, 2020

Dave Griffie, PE
Assistant City Engineer
20 North 6th Street
Lafayette, IN 47901

Re: Addendum #10 Utility Service Agreement – 52 South Industrial Subdivision – Phase Two
Master Agreement (Mann Brother Holdings, LLC)

Dear Dave,

Enclosed please find 4 original executed copies for Addendum #10 referenced above. Along with the agreements is a check for the full amount due \$5,093.

The documents have been reviewed, and I have found them to be in order. They are ready for execution by the Board of Works upon your final review. With Mayor Roswarski presenting all materials, he may need to see a location map of this area such as the one I included.

Please note the following breakdown for deposit of the funds:

Water Fee	= \$1,930.25
Wastewater Fee	= \$3,162.75

Should you have any questions, please email amoulton@bfsengr.com or call my cell phone 765-479-2723.

Respectfully,

A handwritten signature in black ink, appearing to read "Amy H. Moulton".

Amy H. Moulton



Office of the City Engineer

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

**ADDENDUM #10
AGREEMENT FOR UTILITY SERVICE
52 South Industrial Subdivision – Phase Two
Mann Brother Holdings, LLC**

Pursuant to the conditions set forth in the above-referenced Utility Service Agreement signed January 7, 2003, this Addendum #10 is being executed to recognize the further development of subject property. (Described on Exhibit 'A' attached hereto.)

52 South Industrial Subdivision – Phase Two: Lot 10, 1.574± acres

The Cost Recovery Fees due for the real estate described in this addendum are delineated on Exhibit 'B' attached hereto. All terms and conditions of this amendment shall become a part of the total Utility Service Agreement as if they had been included in the original document including compliance with the stipulations set forth in the Statement of Policy for Utility Service.

City of Lafayette
Board of Public Works and Safety

Gary Henriott, President

Amy Moulton, Member

Norman Childress, Member

Ronald Shriner, Member

Cindy Murray, Member

ATTEST:

Date: _____

Date: _____

Owner/Developer:
Mann Brother Holdings, LLC



Jesse Mann, Member

Date: 3/6/20

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared Gary Henriott, President of the Lafayette Board of Public Works and Safety, Norman Childress, Board Member, Cindy Murray, Board Member, Amy Moulton, Board Member and Ronald Shriner, Board Member and acknowledged the execution of the foregoing instrument this ____ day of _____, 2020.

Notary Public
Resident of _____ County

My Commission Expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared Jesse Mann representing Mann Brother Holdings, LLC, who acknowledged the execution of the foregoing Agreement for Utility Service this 6th day of March, 2020.

Misty L. Grant-Kelsey
Misty L. Grant-Kelsey Notary Public
Resident of Tippecanoe County

My Commission Expires: 11-12-2027



EXHIBIT 'A'

LEGAL DESCRIPTION OF LOT 10:

A part of a tract of land owned by Superior Structures, Inc., as recorded in Document Number 01002437 in the Office of the Recorder in Tippecanoe County, Indiana, and being a part of the South Half of the Southeast Quarter of Section 12, Township 22 North, Range 4 West, Wea Township, Tippecanoe County, Indiana, described as follows: Commencing at a Tippecanoe County Monument marking the Southeast corner of the Southeast Quarter of said Section 12; thence North $89^{\circ} 55' 03''$ West (Bearings are based on the Final Plat of South Industrial SD Phase 2, Section 1) 1,312.92 feet along the South line of the Southeast Quarter of said Section 12; thence North $00^{\circ} 04' 57''$ East 743.99 feet; thence North $89^{\circ} 55' 03''$ West 553.00 feet to Southwest corner of 52 South Industrial Subdivision Phase 2, Section 1, and the Point of Beginning;

Thence continuing North $89^{\circ} 55' 03''$ West 350.68 feet to the Northeasterly Right-of-Way line of U.S. Highway 52; thence North $40^{\circ} 29' 31''$ West 8.73 feet along the Northeasterly Right-of-Way line of U.S. Highway 52 to a tangent curve; thence Northeasterly 62.83 feet along a curve to the right with a radius of 40.00 feet and subtended by a long chord having a bearing of North $04^{\circ} 30' 29''$ East and a length of 56.57 feet; thence along the Southeasterly Right-of-Way line of Dale Drive the following Three (3) courses: thence (1) North $49^{\circ} 30' 29''$ East 207.04 feet to a tangent curve; thence (2) Northeasterly 190.49 feet along a curve to the right with a radius of 270.00 feet and subtended by a long chord having a bearing of North $69^{\circ} 43' 09''$ East and a length of 186.56 feet; thence (3) North $89^{\circ} 55' 49''$ East 19.13 feet to the Northwest corner of 52 South Industrial Subdivision Phase 2, Section 1; thence South $00^{\circ} 04' 11''$ East 262.67 feet along the West line of 52 South Industrial Subdivision Phase 2, Section 1, to the Point of Beginning and containing 1.574 Acres.

Exhibit 'B'

ADDENDUM #10
52 South Industrial Subdivision Phase Two
Mann Brother Holdings LLC

Cost Recovery Fee Summary
February 10, 2020

US 52 South Industrial Subdivision Phase Two
Lot 10 1.574± acres

Fees:

Water			
\$2,191/acre x 1.574 acres	=	\$3,449	(37.9%)
Wastewater			
\$3,595/acre x 1.574 acres	=	<u>\$5,659</u>	(62.1%)
Total Fee	=	\$9,108	

Down Payment: 10% (.10 x \$9108) = \$911

Paid previously with Master Agreement

Water (37.9%) = \$345
Wastewater (62.1%) = \$566

Credits:

Watermain oversizing	=	\$3,449
Less down payment paid previously	=	<u>\$345</u>
Total Credits		\$3,104

Balance Due:

Fees	=	\$ 9,108
Less Down Payment (10%)	=	\$911
Less Credits	=	<u>\$3,104</u>

Balance Due at Time of Signing of Addendum = \$ 5,093

Exhibit 'B' (continued)

ADDENDUM #10
52 South Industrial Subdivision Phase Two
Mann Brother Holdings LLC
Cost Recovery Fee Summary
February 10, 2020

Phase II Watermain Oversizing Credits:

Total Credits	=	\$29,797
Addendum #1		
Refunded January 20, 2009 Check #19302	=	-\$1,973
Addendum #2		
Refunded January 20, 2009 Check #19302	=	-\$2,741
Addendum #3		
Refunded January 20, 2009 Check #19302	=	-\$2,980
Addendum #4 Credits 11/16/09	=	-\$2,341
Addendum #5 Credits 11/16/09	=	-\$1,295
Addendum #6 Credits 9/30/13	=	-\$3,423
Addendum #7 Credits 2/10/14	=	-\$2,321
Addendum #8 Credits 6/24/16	=	-\$1,291
Addendum #9 Credits 9/26/17	=	-\$7,771
Addendum #10 Credits 2/10/2020	=	-\$3,104

Remaining Credit Balance = \$557

STORMWATER COST RECOVERY FEES

- | | | |
|----|---|--|
| 1. | Greenbush Pond Watershed - | \$12,500 / Acre Foot of Storage |
| 2. | Wilson Branch Reservoir Watershed - | \$9,339 / Acre Foot of Storage |
| 3. | Elliott Ditch Reservoir Watershed -
["F-Lake" (Ivy Tech Area) Watershed to East
---- Project Pending] | \$10,000 ± / Acre Foot of Storage |
| 4. | Coleman Drain Watershed | \$7,384 / Acre + Greenbush Pond Storage Charge |
| 5. | Southside Drainage Watershed | \$7,086 / Acre |

MISCELLANEOUS COST RECOVERY FEES

I. WATERMAINS

Creasy Lane area between Creasy Court and State Road 38	\$850 / Acre of Platted Acreage
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Lot 10 of 52 South Industrial Sub.