

**REAL ESTATE DONATION AGREEMENT**

THIS REAL ESTATE DONATION AGREEMENT (hereinafter "Agreement"), made and entered into by and between **Edward J. Hein** and **LBL Development LLC** (hereinafter collectively "Donor") and **CITY OF CROWN POINT, INDIANA** (hereinafter "City").

**WITNESSETH:**

Donor hereby agrees to donate to City, and City hereby agrees to accept from Donor, the real estate (including any improvement or improvements now or hereafter located on it) in Lake County, Indiana consisting of approximately 44 acres and generally depicted on Exhibit A attached hereto (such real estate, including improvements, being hereinafter called the "Real Estate") to be used only for public purposes as a sanitary sewer treatment facility and related activities upon the following terms and conditions:

**SECTION 1. DONATION AND POSSESSION.**

**1.01. Donation.** The donation of the Real Estate shall occur within thirty (30) days of the items listed in Section 3 being completed ("Donation Date"). On the Donation Date, Donor shall deliver to City a duly executed and acknowledged Warranty Deed conveying marketable title in fee simple to the Real Estate, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions other than those of record as reflected in the Title Report and Survey, as hereinafter defined, and the restriction that the Real Estate is to be used for a sewer treatment facility and related activities, and all other documents necessary to close this transaction.

**1.02. Fees.** Donor and City shall be separately responsible for any expenses or fees each party separately expends related to this transaction including but not limited to attorney fees, survey expenses, deed preparation, title search fee, and title policy premiums.

**1.03. Possession.** Upon execution of this Agreement, City shall have a license to enter onto the Real Estate for any and all purposes of preparing to utilize the Real Estate for the purposes set forth herein. City shall have full and complete possession of the Real Estate on the Donation Date. Donor shall maintain liability insurance on the Real Estate until the Donation Date and the risk of loss shall pass to the City upon the Donation Date.

**SECTION 2. TAXES AND ASSESSMENTS**

**2.01. Taxes.** Donor agrees to pay any and all taxes and assessments on the Real Estate, if any, due until title is transferred to City at the Donation Date and the parties further agree that the taxes and assessments on the Real Estate shall be prorated until the Donation Date on a calendar year basis as of the day immediately prior to such date.

**2.02. Penalties.** Donor hereto agrees to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges, for which they are responsible under this Section.

### **SECTION 3. EVIDENCE OF TITLE AND SURVEY.**

**3.01. Title Insurance.** City acknowledges that the City may obtain a title commitment issued by the title company selected by the City ("Title Report") for the City's review. It is understood and agreed that Donor is not obligated to secure issuance of an Owner's title insurance policy but that City may obtain such a policy at its discretion and expense on or after the Donation Date. Donor agrees to transfer the Real Estate to the City free and clear of any encumbrances.

**3.02. Survey.** Donor shall have prepared a survey to legally describe the Real Estate. The Donor and City shall reasonably work together on the final legal description of the Real Estate, which is part of a larger parcel of property owned by Donor to allow for the Real Estate to be not less than 44 acres.

### **SECTION 4. ASSIGNMENT.**

**4.01.** With notice to the City, Donor may assign this Agreement to a to be formed entity in which Donor owns.

### **SECTION 5. ACCEPTANCE.**

**5.01. Acceptance.** The City has performed its inspections of the Real Estate herein described and upon the Donation Date the City will be deemed to accept the Real Estate in its present condition. Donor shall not in any way change the condition of Real Estate or the improvements or natural growth upon the Real Estate from the date of execution of this Agreement through the Donation Date.

### **SECTION 6. SANITARY SEWER AND WATER SERVICE.**

**6.01. Invert Elevation.** The City covenants and agrees that as part of its Waste Water Treatment Plant construction, and within five (5) years of the Donation Date, that the City, at its cost, will install two (2) receiving pipes which shall provide non-exclusive service to the Donor's property and such receiving pipes shall be constructed in the public right of way along 121<sup>st</sup> Ave. and at the south property line of the Real Estate in accordance with Exhibit B attached hereto and incorporated herein by reference.

**6.02. Sanitary Sewer Service.** The City covenants and agrees within five (5) years of the Donation Date that the City will provide availability for sanitary sewer service connections by the Donor for real estate which may be owned by Donor as such real estate is generally depicted on Exhibit C subject to Donor's compliance with all ordinance requirements and the usual and customary processes for connection to the City of Crown Point utility infrastructure system. However, in the event that any part of Donor's property depicted on Exhibit C is located within the jurisdiction of a municipality other than the City or Lake County at the time such service is requested for connection to such property, the City must be provided with a written request and consent to service by such municipality.



This Section 6.02 in no way obligates the City to run/install sanitary sewer lines/pipes to service any of the Donor's real estate whether depicted on Exhibit C or otherwise, except as provided in Section 6.01 and the installation of such lines as described in Section 6.01 and the City allowing Donor to connect to and utilize such lines going to a functional treatment facility shall constitute "providing service" for purposes of this Agreement.

**6.03. Water Service.** The City covenants and agrees within five (5) years of the Donation Date that the City will provide availability for water service connections by the Donor for real estate which may be owned by Donor as generally depicted on Exhibit C subject to Donor's compliance with all ordinance requirements and the usual and customary processes for connection to the City of Crown Point utility infrastructure system. However, in the event that any part of Donor's property depicted on Exhibit C is located within the jurisdiction of a municipality other than the City or Lake County at the time such service is requested for connection to such property, the City must be provided with a written request and consent to service by such municipality.

This Section 6.03 in no way obligates the City to run/install water service lines/pipes to service any of the Donor's real estate whether depicted on Exhibit C or otherwise.

**6.04. Connection Fees.** The terms of this Agreement in no way shall provide Donor with any waiver of water, sewer, connection, development or user fees which are required by City Ordinance. Moreover, Donor acknowledges that certain water, sewer, connection, development or user fees will be applicable to any residential or commercial development it intends to proceed upon within the area described on Exhibit C and agrees to pay the enacted Ordinance fees.

## **SECTION 7. GENERAL AGREEMENTS.**

**7.01.** This Agreement shall bind and inure to the benefit of the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.

**7.02.** Headings are for reference only, and do not affect the provisions of this Agreement. Where appropriate, the masculine gender shall include the feminine or the neuter, and the singular shall include the plural.

**7.03.** If any action of law or in equity shall be brought for any recovery sought under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement, each party shall be responsible for its own attorney's fees and shall not seek attorney's fees from the other party.

**7.04.** The failure or omission of either party to enforce any of his rights or remedies upon any breach of any of the covenants, terms or conditions of this Agreement shall not bar or abridge any of his rights or remedies upon any subsequent default.

**7.05.** The provisions of this Agreement shall survive the Donation Date.

**7.06.** Any notices to be given hereunder shall be in writing and deemed sufficiently given when (1) served on the person to be notified, or (2) placed in an envelope directed to the person to

be notified at his last known address and deposited in a United States Post Office mail box, certified or registered, postage prepaid.

The address of the Donor is:

Edward J. Hein/LBL Development LLC  
c/o Timothy R. Kuiper  
Austgen Kuiper Jasaitis P.C.  
130 N. Main Street  
Crown Point, Indiana 46307  
[tkuiper@austgenlaw.com](mailto:tkuiper@austgenlaw.com)

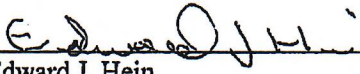
The address of the City is:

City of Crown Point, Indiana  
101 North East Street  
Crown Point, IN 46307


With copy to:

City of Crown Point Legal Department  
P.O. Box 794  
Crown Point, IN 46308

IN WITNESS WHEREOF, City and Donor have executed this Agreement on this 16<sup>th</sup>  
day of May, 2023.

By:   
Edward J. Hein

Attest:



LBL Development LLC  
By Lotton Development, Inc., its manager

By:   
John Lotton, President

Attest:





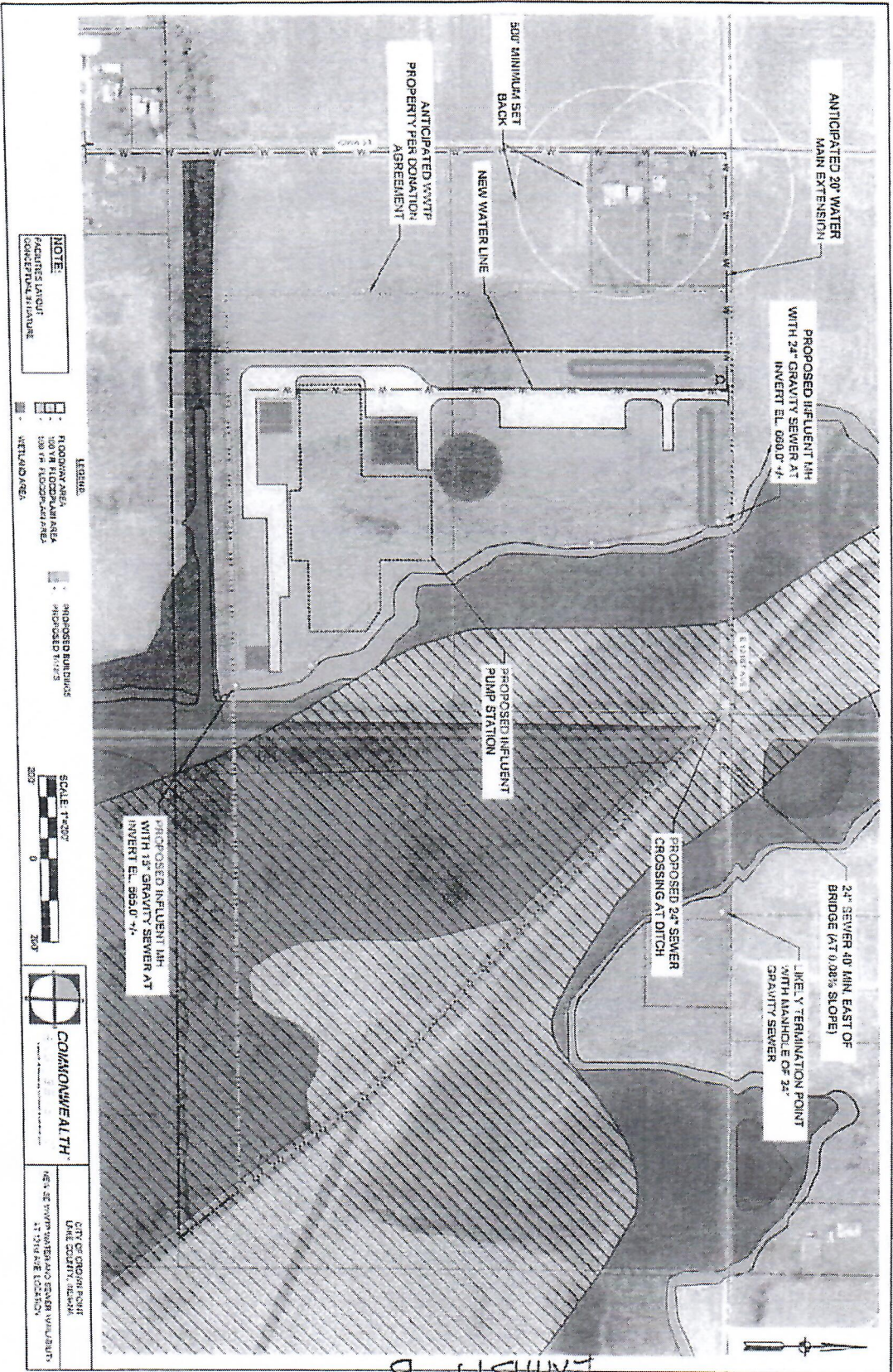


EXHIBIT B

**NOTE:**  
 ADDRESS LIST  
 CONSTRUCTION

**LEGEND:**  
 FLOODWAY AREA  
 100 YR FLOODWAY AREA  
 WETLAND AREA  
 PROPOSED SEWER  
 PROPOSED TIE-INS

SCALE: 1"=20'  
 0 200



CITY OF CROFTON  
 LANE COUNTY, OREGON  
 NEW 24" WWTW WATER AND SEWER W/LL/UT/UT  
 AT 1010 AVE. E. CROFTON



# EXHIBIT C

