

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

**IN THE MATTER OF THE PETITION OF THE)
TOWN OF WINFIELD, LAKE COUNTY,)
INDIANA, FOR APPROVAL OF A)
REGULATORY ORDINANCE ESTABLISHING) CAUSE NO. 45992
A SERVICE TERRITORY FOR THE TOWN'S)
MUNICIPAL SEWER SYSTEM PURSUANT TO)
IND. CODE § 8-1.5-6 ET SEQ)**

**VERIFIED DIRECT TESTIMONY
of
JOHN LOTTON**

**On Behalf of Intervenor,
LBL Development, LLC**

Intervenor's Exhibit No. 1

INTRODUCTION

Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A1. My name is John Lotton. I am the President of Lotton Development, Inc., which is the manager of LBL Development, LLC ("LBL"), an intervenor in Indiana Utility Regulatory Commission ("Commission") Cause No. 45992. My business address is 14400 Lake Shore Drive, Cedar Lake, Indiana, 46303.

Q2. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE COMMISSION?

A2. No, I have not. However, I am filing testimony in Commission Cause No. 46035 concurrently with my testimony in this Cause.

Q3. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A3. The purpose of my testimony is to support the City of Crown Point, Indiana's ("Crown Point") request in this Cause to be the exclusive provider of wastewater service in an area of Lake County in which both Crown Point and the Town of Winfield, Indiana ("Winfield") have sought Commission approval to be the sole provider of wastewater service (the "Disputed Area"). I will also testify that the Commission should deny Winfield's request for approval of its regulatory ordinance, Ordinance No. 358, in its entirety, as Winfield is in no position to be the exclusive wastewater provider anywhere in the area in which it seeks to be the exclusive provider of wastewater service (the "Winfield Requested Territory").

Q4. ARE YOU SPONSORING ANY ATTACHMENTS TO YOUR TESTIMONY?

A4. Yes. I am sponsoring the following attachments:

- Attachment JL-1 is a map of LBL's planned developments in the Disputed Area.

- Attachment JL-2 is a map of the approximately 400 acres of land LBL owns within the corporate boundaries of Winfield.
- Attachment JL-3 is a map of the area that LBL owns north of the Town of Hebron.
- Attachment JL-4 is the Real Estate Donation Agreement ("Donation Agreement") between LBL and Crown Point.
- Attachment JL-5 includes excerpts of Winfield's 2023 Comprehensive Master Plan, which is available in full at <https://www.winfield.in.gov/media/326>.
- Attachment JL-6 includes excerpts from the transcript of the August 7, 2025 deposition of Crown Point witness Al Stong.

Q5. ARE ANY OTHER WITNESSES TESTIFYING ON BEHALF OF LBL IN THIS PROCEEDING?

A5. Yes. In addition to me, the following witnesses are testifying on behalf of LBL in this Cause:

- a. Chris Salatas, President of the Lake County Economic Alliance ("LCEA"), will testify about economic development in Lake County and support Crown Point's request to be the exclusive provider of wastewater service in the Disputed Area and the denial of Winfield's request for approval of its regulatory ordinance; and
- b. Mark Jacob, who has decades of experience engineering wastewater and water utility systems, will testify about engineering issues related to Winfield's request in this Cause and provide his opinion as to whether Winfield or Crown Point is better positioned to serve the Disputed Area and as to whether Winfield is positioned to serve any of the Winfield Requested Territory.

LBL'S BUSINESS AND POSITION IN THIS CAUSE

Q6. WHAT IS THE NATURE OF LBL'S BUSINESS?

A6. LBL is a developer of primarily residential properties in Indiana. LBL is actively involved in transforming the Lake County area into a thriving hub for development. LBL and its affiliated entities have been involved in approximately \$1.5 billion (gross assessed value) of development projects in the area.

Q7. WHAT ARE YOUR CURRENT RESPONSIBILITIES FOR LBL AND RELATED ENTITIES?

A7. As President of Lotton Development, Inc., which is the manager of LBL, I am responsible for all aspects of the development and management of land owned by Lotton Development, Inc. and related entities, including LBL. This includes, among other things, leading the planning and design phases; coordinating with engineers, consultants, and contractors; and managing construction timelines and budgets. I also work closely with state and local government officials, community stakeholders, and regulatory bodies regarding zoning and any other required approvals and permits for our projects.

Q8. PLEASE SUMMARIZE LBL'S POSITION IN THIS CASE.

A8. It is LBL's position that the Commission should approve Crown Point's Ordinance No. 2025-02-08 in this Cause and in Cause No. 46035, which would make Crown Point the exclusive provider of water and wastewater service to the territory described by that ordinance (the "Crown Point Requested Territory"), which includes the Disputed Area. The Commission should deny Winfield's request for approval of its Ordinance No. 358 in this Cause, because Winfield has repeatedly demonstrated its inability and unwillingness to provide wastewater service to not only the Winfield Requested Territory, including both

1 LBL's property adjacent to Crown Point (the "Development Area") and its property near
2 the Town of Hebron where LBL is developing communities, but also within its own
3 corporate boundaries, the majority of which remains on septic systems or has no service at
4 all. Crown Point, on the other hand, has worked collaboratively with LBL in building a
5 plant on property donated by LBL directly adjacent to LBL's property and will serve the
6 development by gravity with no off-site infrastructure costs to LBL. For reasons I discuss
7 herein, under no circumstances will LBL build or contribute to the cost of the infrastructure
8 that Winfield is proposing be used to serve the Disputed Area and Winfield Requested
9 Territory. Should the Commission grant Winfield any service territory that overlaps LBL
10 property, we would abandon our plans for development in the Winfield Requested
11 Territory and invest elsewhere in Indiana and/or outside the state.

12 **Q9. WHAT ARE SOME EXAMPLES OF COMPLETED LBL DEVELOPMENTS IN**
13 **LAKE COUNTY AND THE SURROUNDING REGIONS?**

14 A9. The development most applicable to this proceeding is a community known as The Gates
15 of St. John, which is located in and around the Town of St. John. The Gates of St. John is
16 a community of residential neighborhoods located on 1,100 acres and includes some
17 commercial properties. The Gates of St. John includes multiple pedestrian-friendly, multi-
18 generational neighborhoods, each with a distinct character. The Gates of St. John also
19 features tree-lined boulevards, walking and riding paths, decorative water features, a
20 community fishing pond, ample green spaces, playgrounds, and park facilities. The Gates
21 of St. John also includes a 950-student private school, churches, a retirement home, and
22 commercial properties. The Gates of St. John won the 2012 Crystal Key Award for Best
23 Community from the Home Builders Association of Greater Chicago. The Gates of St.

1 John also was the top growing community in the Chicagoland area for several years.
2 Developing The Gates of St. John community was a significant undertaking in terms of
3 constructing the wastewater infrastructure necessary to serve the 1,100-acre community.
4 Among other infrastructure, LBL installed an interceptor that ranges between 24" and 36"
5 in diameter and extends over six miles. The interceptor flows by gravity to Schererville's
6 wastewater treatment plant. The installation of this interceptor made the community
7 possible in the same way that LBL and Crown Point's plan for providing wastewater
8 service to LBL's property in and adjacent to Crown Point will make development in that
9 area possible. The Gates of St. John also involved years of planning, designing, engineering
10 and construction in order to provide drinking water to the development, including the
11 addition of new wells, a water treatment plant, water tower, and looping watermains.

12 **Q10. IS THE AMOUNT OF INFRASTRUCTURE INSTALLED IN THE GATES OF ST.**
13 **JOHN, INCLUDING THE SIX-MILE INTERCEPTOR, UNUSUAL FOR A**
14 **HOUSING DEVELOPMENT?**

15 A10. Yes. The Gates of St. John is an unusually large development at over 3,000 homes, but
16 building large infrastructure projects is not unusual for us. Very few residential subdivision
17 developers construct large offsite sanitary facilities, as such construction is not feasible for
18 most residential development projects. However, unlike most residential developers, I have
19 significant experience working with projects that require significant sanitary sewer
20 infrastructure. Over the course of my career, I have installed and paid for hundreds of miles
21 of water, stormwater and wastewater pipe in my various housing developments. That said,
22 the infrastructure needs of Winfield to serve the Disputed Area or anywhere in the Winfield
23 Requested Territory are far greater than those of St. John and as I said, LBL will not

1 construct that infrastructure – nor do I believe any prudent developer would construct that
2 infrastructure.

3 **Q11. WHAT IS THE PACE OF SANITARY CONNECTIONS YOU ANTICIPATE**
4 **WHEN CONSTRUCTING A HOUSING DEVELOPMENT LIKE THE GATES OF**
5 **ST. JOHN?**

6 A11. We could add more than 300 sanitary connections to single-family residences per year
7 when constructing a large, multi-phase housing development like The Gates of St. John or
8 the development planned in the Winfield Requested Territory. That estimate does not
9 include connections to commercial or industrial buildings or multi-family housing because
10 the pace for their development is harder to predict given the unique nature of each building.
11 So, the total number of wastewater connections per year could be much greater than 300
12 when all connections are accounted for.

13 **Q12. WHAT ARE LBL'S PLANS FOR DEVELOPMENT OF ITS PROPERTY**
14 **ADJACENT TO CROWN POINT WITHIN THE WINFIELD REQUESTED**
15 **TERRITORY, ASSUMING THE RELIEF WINFIELD IS REQUESTING IS NOT**
16 **GRANTED BY THE COMMISSION?**

17 A12. LBL intends to develop a master-planned community in its property adjacent to Crown
18 Point and Winfield comprising the following: 1) approximately 4,000 residential units,
19 including 3,100 single-family detached and attached housing units, 400 multifamily
20 apartment units, and 500 mixed-use condo units over commercial or parking; 2) 19
21 industrial lots; and 3) 32 commercial lots with eight units per building, for a total of 256
22 commercial units. This master-planned community will span property inside of the
23 Winfield Requested Territory that is currently owned or may be owned by LBL, Edward

1 J. Hein, Jonathan C. Lotton, or HLLB Development LLC, as properties are transferred
2 between members from time to time as necessary for the completion of the work. A map
3 illustrating LBL's planned developments described above is attached hereto as Attachment
4 JL-1.

5 **Q13. IS THE AREA LBL INTENDS TO DEVELOP IN THE WINFIELD REQUESTED**
6 **TERRITORY IMPORTANT FROM AN ECONOMIC DEVELOPMENT**
7 **STANDPOINT?**

8 A13. Yes. The property owned by LBL in the Winfield Requested Territory has been identified
9 by the Northwest Indiana Forum, which is the multi-county economic development
10 organization tasked by the Indiana Economic Development Corporation with the
11 administering of the READI Grant 1.0 and 2.0 funds, for potential economic growth.

12
13 **WINFIELD'S UNWILLINGNESS AND INABILITY TO PROVIDE WASTEWATER SERVICE TO**
14 **LBL'S PROPERTY WITHIN ITS CORPORATE BOUNDARIES**

15 **Q14. PLEASE DESCRIBE LBL'S HISTORY OF DEALING WITH WINFIELD.**

16 A14. LBL began acquiring real estate in Winfield in 2004 and has been in frequent contact with
17 Winfield and its town officials and employees, including Winfield Town Council President
18 (and witness in this Cause) Zach Beaver, since that time. Nothing that has occurred since
19 then has led LBL to believe that Winfield had or has the capabilities to provide wastewater
20 service to LBL's property in the areas located outside of its corporate boundaries. To the
21 contrary, with respect to the 400-acre area LBL owns inside Winfield's corporate
22 boundaries, Winfield has consistently communicated to LBL that it is unwilling to provide
23 wastewater service to properties there.

As recently as 2023, Nick Bellar, then the Town Administrator and now the Town Manager of Winfield, represented to LBL that Winfield would not hear a petition to rezone the 400 acres of property LBL owned inside of Winfield's corporate boundaries because Winfield was unable to provide wastewater service due to both a lack of capacity in Winfield's wastewater system and a lack of collection system infrastructure to serve that property. Winfield communicated to LBL that it did not want to establish a true moratorium on wastewater connections, so, instead, it refused to allow applicants to move forward with rezones, threatening no votes if any person or business requested action from Winfield's plan commission or town council without waiting for Winfield's approval.

Q15. PLEASE DESCRIBE LBL'S PROPERTY WITHIN WINFIELD'S CORPORATE BOUNDARIES.

A15. The two main parcels of land that LBL owns inside Winfield comprise over 400 acres, which is over 5% of Winfield's total landmass of about 7,940 acres. I have attached a map of the area that LBL owns inside the Town of Winfield as Attachment JL-2.

Q16. HAS WINFIELD ATTEMPTED TO EXTEND UTILITY SERVICE TO LBL'S 400 ACRES OF PROPERTY INSIDE THE TOWN OF WINFIELD?

A16. No, it has not. Winfield has made no utility improvements in the area of LBL's 400 acres since incorporating as a town in 1993. I believe that Winfield's incorporation was an excessive land grab that exceeded anything it could hope to service for decades. Winfield has repeatedly shown an inability and unwillingness to provide service to LBL's property. In my opinion, Winfield's request in this case is a similar land grab.

Q17. IS THE FACT THAT WINFIELD IS NOT SERVING THE 400 ACRES THAT LBL OWNS WITHIN ITS CORPORATE BOUNDARIES UNIQUE?

1 A17. Unfortunately, no. As I mentioned, the total area of Winfield is roughly 7,940 acres.
2 Approximately 650 acres of north central Winfield is comprised of residences on well and
3 septic systems. The north and east portions of the Town of Winfield currently include
4 approximately 1,050 acres of vacant land not being served by sewers. The south and west
5 portions of Winfield are comprised of approximately 4,400 mostly vacant acres without
6 sanitary service available. There are hundreds of acres near sanitary lines and the treatment
7 plant itself within that 4,400 acres, but there has been no capacity to serve all the property
8 that is immediately adjacent to those facilities, much less the Disputed Area and the
9 Winfield Requested Territory, which is comprised of thousands of acres that are miles
10 away.

11 **Q18. DOES WINFIELD CURRENTLY PROVIDE WASTEWATER SERVICE TO ANY**
12 **OF LBL'S PROPERTY?**

13 A18. No, Winfield does not provide wastewater service to any property owned or developed by
14 LBL.

15 **Q19. BASED ON WINFIELD'S INABILITY AND UNWILLINGNESS TO PROVIDE**
16 **SERVICE TO LBL'S 400 ACRES WITHIN THE TOWN OF WINFIELD, HAS LBL**
17 **TAKEN ANY ACTIONS?**

18 A19. Yes. Recently we worked closely with our state legislators to support proposed legislation
19 that would permit us to de-annex land we own that is within the corporate boundaries of
20 Winfield. We will continue to work with our legislators to promote and support similar
21 legislation in the future. Due to Winfield's inability and unwillingness to provide service
22 to our properties within its corporate boundaries, de-annexation of LBL's property inside
23 Winfield would allow LBL to seek wastewater service from another provider, such as

1 Crown Point. We have already walked away from an 80-acre proposed development on
2 117th Avenue in Winfield that LBL had under contract due to Winfield's inability and
3 unwillingness to provide wastewater service there.

4 **Q20. WOULD YOUR EXPERIENCE WITH THE TOWN OF WINFIELD TO DATE**
5 **GIVE YOU PAUSE ABOUT ACQUIRING ADDITIONAL PROPERTY IN THE**
6 **TOWN OF WINFIELD OR CONTROLLED BY THE TOWN OF WINFIELD?**

7 A20. Yes. At this point, I would have significant concerns about attempting to develop any
8 property where Winfield controlled the provision of wastewater service. I do not intend to
9 purchase any additional property in Winfield until Winfield can demonstrate that it can
10 reliably provide wastewater service within the corporate limits of the Town. Hopefully, the
11 expansion of its wastewater treatment plant is a first step in doing so, but I will believe it
12 when I see it. However, there is much more needed than a simple plant expansion to serve
13 the Disputed Area and the Winfield Requested Territory. LBL has worked with Crown
14 Point to bring service to the Development Area and other areas in the Winfield Requested
15 Territory. Winfield should not be permitted to disrupt those plans simply by filing this
16 proceeding after knowing LBL had an arrangement with Crown Point to efficiently bring
17 wastewater infrastructure and treatment service to the Development Area and Winfield
18 Requested Territory.

19

WINFIELD'S PLANS TO PROVIDE WASTEWATER SERVICE TO THE WINFIELD REQUESTED TERRITORY

Q21. PRIOR TO FILING ITS PETITION INITIATING THIS PROCEEDING, HAD WINFIELD EVER CONTACTED LBL ABOUT ITS DESIRE TO PROVIDE WASTEWATER SERVICE TO THE WINFIELD REQUESTED TERRITORY?

A21. No.

Q22. PRIOR TO WINFIELD FILING THE PETITION INITIATING THIS PROCEEDING, WERE YOU AWARE THAT WINFIELD WANTED TO SERVE THE WINFIELD REQUESTED TERRITORY?

A22. No.

Q23. DID WINFIELD CONTACT YOU ABOUT ITS PLAN TO FILE A PETITION SEEKING THE EXCLUSIVE RIGHT TO PROVIDE WASTEWATER TREATMENT SERVICE IN THE WINFIELD REQUESTED TERRITORY?

A23. No. LBL did not become aware of this proceeding and the control Winfield is seeking over its property until Crown Point advised LBL that Winfield had filed a Petition with the Commission — approximately four months after the Petition was filed.

Q24. SHOULD WINFIELD HAVE BEEN AWARE THAT LBL HAD ALREADY ENTERED INTO AN AGREEMENT WITH CROWN POINT UNDER WHICH IT DONATED 44 ACRES OF LAND TO CROWN POINT FOR THE CONSTRUCTION OF A WASTEWATER TREATMENT PLANT IN EXCHANGE FOR CROWN POINT SERVING LBL'S PROPERTY ADJACENT TO CROWN POINT?

1 A24. Yes. The fact that LBL had entered into the Donation Agreement was well known, and, in
2 fact, Crown Point had adopted a regulatory ordinance on August 7, 2023 and approached
3 Winfield in an attempt to resolve any concerns it might have about that ordinance. We also
4 talked to Winfield about the Donation Agreement and the plan for serving the Development
5 Area before Winfield filed its case in December of 2023. Notably, the initial Petition and
6 case-in-chief filed by Winfield in this Cause in December 2023 that neither Crown Point
7 nor LBL were notified about did not mention the Donation Agreement.

8 **Q25. WINFIELD WITNESS BEAVER TESTIFIED THAT WINFIELD HAS**
9 **“CONSISTENTLY INDICATED TO ALL COMMUNITY STAKEHOLDERS,**
10 **INCLUDING LBL AND CROWN POINT, THAT THE PLANT EXPANSION**
11 **WINFIELD IS ACTIVELY ENGAGED IN WILL ENSURE WE WILL NOT ONLY**
12 **BE READY, WILLING, AND ABLE TO PROVIDE SERVICE, BUT THAT WE**
13 **EXPECT TO BE ABLE TO DO SO BEFORE ANY OTHER POTENTIAL**
14 **PROVIDER[.]”¹ IN LBL’S EXPERIENCE WORKING WITH WINFIELD, IS THIS**
15 **AN ACCURATE STATEMENT?**

16 A25. No. Based on my experience and many interactions with Winfield over the years, I strongly
17 dispute the accuracy of Mr. Beaver’s claims that Winfield is “ready, willing, and able” to
18 provide wastewater service to LBL and that it will be able to do so prior to Crown Point or
19 any other provider. After speaking with Winfield’s council members and Town Manager,
20 it is clear to me that Winfield does not understand the magnitude of the area it is proposing
21 to serve. The only significant infrastructure Winfield has ever paid for and built for its

¹ Winfield Exhibit 1, Beaver Amended and Restated Direct Testimony, at 16, lines 3-7.

1 wastewater system since its incorporation is an on-site improvement to the wastewater
2 treatment plant. Winfield has never built, nor seriously contemplated building, a
3 development the magnitude of the LBL development – let alone attempted to serve an area
4 the size of the Winfield Requested Territory. While it is possible that Winfield may have
5 capacity in its system to serve limited development, Winfield has never represented that it
6 was *willing* to serve LBL's property with this capacity. I have spoken directly with Mr.
7 Beaver many times, and he has never said to me that Winfield would provide service to
8 LBL's property.

9 My decades of experience in dealing with Winfield and its outright refusal to serve
10 any of my properties during that time demonstrate that Winfield simply is not in a position
11 to live up to these unsupported, unrealistic claims that it is "ready, willing, and able" to
12 provide wastewater service. Winfield's actions speak louder than words, and Winfield's
13 actions observed by LBL over decades have consistently shown a total inability and
14 unwillingness to provide wastewater service even to all properties within its corporate
15 boundaries. As noted above, we already abandoned an 80-acre development in Winfield
16 for this reason.

17 **Q26. WINFIELD WITNESS DUFFY HAS CLAIMED THAT IT WILL COST \$9**
18 **MILLION TO CONNECT THE DEVELOPMENT AREA TO WINFIELD'S**
19 **WASTEWATER SYSTEM. DO YOU BELIEVE THAT FIGURE IS ACCURATE?**

20 A26. No, I do not believe that Mr. Duffy's estimate is accurate. Crown Point engineer Al Stong
21 has estimated that the cost of providing service to the Development Area under Winfield's
22 proposal could be at least \$25 million and that it could cost at least \$139 million for
23 Winfield to serve the entire Winfield Requested Territory. Mr. Stong also provides an

1 estimate of approximately \$4.6 million for Crown Point to serve the Development Area;
2 however, that amount is for on-site infrastructure that LBL would have to build to connect
3 to either utility and is an expense that would be incurred regardless of who serves the
4 Development Area. In other words, the plan that Crown Point and LBL have worked out
5 allows LBL to minimize our off-site infrastructure costs. On the other hand, as Crown Point
6 witness Stong has recognized, LBL's donation of land for Crown Point's plan has provided
7 a significant benefit to Crown Point and its residents.²

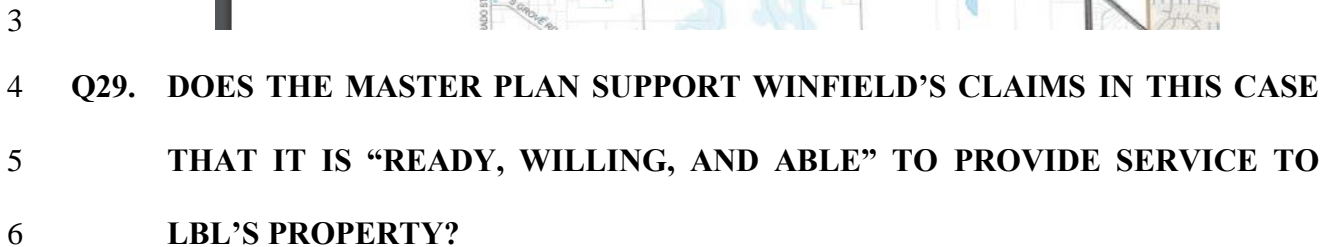
8 **Q27. HAVE YOU READ WINFIELD'S 2023 COMPREHENSIVE MASTER PLAN**
9 **("MASTER PLAN")?**

10 A27. Yes, I have. The excerpts from the Master Plan discussed below are attached to my
11 testimony as Attachment JL-5.

12 **Q28. DESCRIBE THE MASTER PLAN GENERALLY.**

13 A28. Winfield's 2023 Master Plan summarizes Winfield's plans for new development within its
14 corporate boundaries within the next several years, including plans for housing, roads, land
15 use, commercial development, and related matters. On page 7, the Master Plan states, "The
16 comprehensive plan document will be used as a policy guide to direct the decision-making
17 process regarding development and growth management. This includes land use,
18 transportation, utilities, and public services." Attachment JL-5 at 2. The Master Plan also
19 discusses Winfield's plans for specific areas within its corporate boundaries. Page 69
20 contains a "Future Growth Areas Map" with three areas labeled as Priority One
21 (Maintenance and Infill Development), Priority Two (Strategic Growth), and Priority

² See Attachment JL-6 at 3.



9 prudently operating its wastewater utility. The majority of LBL's property in this area is

1 within the Priority Two area (*including the 400 acres already within the corporate*
2 *boundaries of the Town of Winfield*), with a small amount within the Priority Three area.
3 Regarding the Priority Two area, the Master Plan states that “[d]evelopment within this
4 area will need public utilities such as water, sewer, and stormwater With strategic
5 growth being prioritized for the area, community investment within this area of the
6 community may be needed to facilitate development and overall growth.” *Id.*
7 Notwithstanding its statement about “strategic growth being prioritized,” as further
8 discussed by Mr. Jacob, Winfield has indicated in response to LBL’s Data Requests that
9 “design of facilities and their estimated costs will not be completed until Winfield receives
10 definitive requests for service” and then “developers will be responsible for the
11 construction of wastewater infrastructure inside their respective developments” though
12 “Winfield has used other forms of agreement to cost share with developers.”³ This response
13 and my prior experience with Winfield make it clear to me that Winfield has not prioritized
14 extending utility service to this area, making development impossible unless LBL can
15 obtain wastewater service from a reliable provider like Crown Point.

16 **Q30. WHAT DOES THE MASTER PLAN SAY ABOUT THE PRIORITY THREE**
17 **AREAS, WHICH INCLUDE SOME OF LBL’S PROPERTY AND A SIGNIFICANT**
18 **PORTION OF THE WINFIELD REQUESTED TERRITORY?**

19 A30. The Master Plan states: “The third priority area includes the areas outside the Town’s
20 current boundary south towards SR 231. This priority area was intended to preserve natural
21 areas and prime agricultural land and it is anticipated that little development change would

³ Winfield’s Response to LBL Data Request 1.7, Attachment MCJ-1 at 3.

1 occur. While development may occur in this area based on local zoning regulations, this
2 area is not intended to be a focus for local capital investment.” Attachment JL-5 at 5. In
3 other words, Winfield does not intend to invest in these areas and thus it is unclear why
4 Winfield wants to control those areas without having any investment in the areas. It is one
5 thing to seek Commission approval of a regulated territory when a municipality has
6 extended facilities to an area, has a contract to serve an area or a definitive plan for doing
7 so. Winfield has none of those things.

8 **Q31. WINFIELD WITNESS LIN TESTIFIED THAT WINFIELD HAS RECENTLY**
9 **EXPANDED ITS WASTEWATER TREATMENT PLANT’S CAPACITY FROM**
10 **0.8 MILLION GALLONS PER DAY (“MGD”) TO 1.6 MGD. DO YOU BELIEVE**
11 **THIS EXPANSION WILL RESULT IN WINFIELD PROVIDING WASTEWATER**
12 **SERVICE TO LBL’S PROPERTIES?**

13 A31. No, I do not. While Winfield says it is willing to provide capacity in its system, it has
14 repeatedly stated that it is unwilling to construct the infrastructure necessary to connect its
15 system to LBL’s development in the Winfield Requested Territory. Winfield’s total
16 unwillingness to put lines in the ground means that, even if its treatment plant were greatly
17 expanded, it would not matter, because there would be no lines to transport wastewater to
18 the plant.

19 In any event, even after Winfield’s current wastewater plant expansion, it is unclear
20 whether Winfield will be able to serve the demands of all property owners currently
21 seeking service within Winfield, let alone any new construction. Winfield should use its
22 expanded plant capacity to connect areas that are closer to the town core, or those identified
23 as Priority One in the Master Plan. I am aware of many parcels of land in the Priority One

1 Area that owners want to begin construction on from Winfield's wastewater treatment plant
2 to the west end of the Town. It seems unlikely that the expansion of Winfield's wastewater
3 plant will be enough to service all of the Priority One projects and also extend to the area
4 of LBL's property in the Priority Two and Priority Three areas in even the next several
5 years. Yet Winfield is asking the Commission for the right to have an exclusive wastewater
6 service territory comprising all of the areas it has designated as Priority Two and most of
7 the areas of Priority Three, even though Winfield is not serving most of its own
8 incorporated area. In addition, due to the topography of the area, Winfield will be unable
9 to service any of the Winfield Requested Territory with a gravity sewer, therefore raising
10 the cost of construction (due to the need for multiple new lift stations) and the costs to
11 ratepayers in perpetuity. Mr. Jacob discusses these matters in more detail in his direct
12 testimony.

13 **Q32. IF WINFIELD DOES NOT HAVE THE ABILITY TO SERVE THE WINFIELD**
14 **REQUESTED TERRITORY, WHY DO YOU THINK IT HAS REQUESTED**
15 **COMMISSION APPROVAL OF ITS REGULATORY ORDINANCE IN THIS**
16 **CAUSE?**

17 A32. I believe that Winfield is attempting to control that land even though it has no ability or
18 willingness to extend utility service to the area now or even within years from now. In
19 filing this case, Winfield has perverted the regulatory ordinance statute in order to conduct
20 a pseudo-annexation of the Winfield Requested Territory without formally annexing the
21 area and taking on the municipal responsibilities that go along with annexation. Winfield
22 seeks the Commission's approval to effectively reserve for itself a large amount of
23 undeveloped rural land that is equal to or larger than to its entire incorporation area and

1 that it has no ability or desire to serve. As indicated previously, Winfield filed this case
2 without notifying LBL or Crown Point even though it was well aware that we had entered
3 into a Donation Agreement providing for service to the Disputed Area.

4 The Winfield Requested Territory includes valuable property near I-65 and U.S.
5 231. If Winfield plans to serve the area at all, it has stated in its discovery responses that it
6 will only do so if LBL pays for all of the infrastructure necessary to serve the area as further
7 discussed by LBL witness Jacob. The infrastructure that would need to be installed would
8 make development in the area cost prohibitive, and LBL should not have to unequivocally
9 pay for Winfield's utility infrastructure outside of the circumstances established by the
10 Commission's main extension rules. Moreover, installing such infrastructure would be
11 difficult. If the Commission grants Winfield's request in this Cause, LBL will not build the
12 proposed project in the area where it chose to donate land to Crown Point so that Crown
13 Point could build a new wastewater treatment plant to efficiently serve the LBL property.

14 **Q33. DOES LBL HAVE ANY INTEREST IN DEVELOPING PROPERTY EAST OF**
15 **THE DEVELOPMENT AREA WITHIN THE WINFIELD REQUESTED**
16 **TERRITORY?**

17 A33. Yes, we have considered purchasing other property east of the Development Area that
18 would still fall within the Winfield Requested Territory. However, if Winfield's request in
19 this Cause is granted, we will not go forward with plans to invest there and will take our
20 investments out of this area and possibly the State of Indiana.

21 **Q34. ASIDE FROM THE DISPUTED AREA, DOES LBL OWN ANY OTHER**
22 **PROPERTY THAT WINFIELD WANTS TO CLAIM AS ITS EXCLUSIVE**
23 **WASTEWATER SERVICE TERRITORY?**

1 A34. Yes. LBL owns the property adjacent to the Town of Hebron shown on the map attached
2 as Attachment JL-3. LBL has constructed a lift station adjacent to the southern portion of
3 the Winfield Requested Territory and built mains at significant cost that are designed to
4 service approximately 2,000 equivalent dwelling units within the Winfield Requested
5 Territory. Those facilities are connected to the Town of Hebron, and the Town of Hebron
6 is willing to provide wastewater treatment service to the entirety of the development that
7 LBL expects to construct, provided that it can work out an arrangement with Lake County,
8 Indiana. Approval of Winfield's regulatory ordinance would preclude that possibility and
9 significantly devalue LBL's property and the wastewater infrastructure it has constructed
10 in the area.

11 **Q35. DOES WINFIELD HAVE ANY REALISTIC CAPABILITY OF SERVING THE**
12 **AREA NEAR HEBRON THAT IS SHOWN ON ATTACHMENT JL-3?**

13 A35. No. The area is located approximately four miles from Winfield's wastewater treatment
14 plant, and the area is downhill from the plant. There is no rational basis for assigning this
15 territory to any municipality (other than Hebron), let alone Winfield. Winfield calls this a
16 Priority Three area, which Winfield describes in its 2023 Master Plan as: "the areas outside
17 the Town's current boundary south towards SR 231. This priority area was intended to
18 preserve natural areas and prime agricultural land, and it is anticipated that little
19 development change would occur. While development may occur in this area based on
20 local zoning regulations, *this area is not intended to be a focus for local capital*
21 *investment.*" Attachment JL-5 at 5 (emphasis added). In other words, Winfield does not
22 intend to invest in the area of LBL's property near Hebron and, in my opinion, should not
23 control the provision of wastewater service to the area.

1 **Q36. HAS HEBRON BEEN A GOOD PARTNER FOR DEVELOPERS?**

2 A36. Yes, unlike Winfield, both Hebron and Crown Point have been good partners for
3 developers.

4 **Q37. CAN YOU PROVIDE EXAMPLES OF HOW CROWN POINT HAS BEEN A**
5 **GOOD PARTNER TO LBL?**

6 A37. Yes. For years, Crown Point's engineering team has been willing to work hand in hand and
7 collaborate directly with LBL on its plans for development in Crown Point and the County.
8 Crown Point has also been willing to consider LBL's suggestions and input in deciding
9 what course of action to take in a particular project. The value of LBL's partnership with
10 Crown Point encompasses much more than just the Donation Agreement, which is
11 discussed further below. We are planning for the future together, while Winfield has filed
12 this proceeding (in secret) in an effort to "claim" property. That property includes area
13 Winfield has stated in its 2023 Master Plan is "intended to preserve natural areas and prime
14 agricultural land" and "is not intended to be a focus for local capital investment," which
15 presumably includes the investment necessary to bring wastewater infrastructure to the
16 area.

17
18 **CROWN POINT AND REAL ESTATE DONATION AGREEMENT**

19 **Q38. DOES LBL HAVE ANY AGREEMENT IN PLACE WITH ANY MUNICIPALITY**
20 **IN THE AREA REGARDING THE PROVISION OF WASTEWATER SERVICE**
21 **TO ITS PROPERTY IN THE WINFIELD REQUESTED TERRITORY?**

1 A38. Yes. On May 16, 2023, LBL and Edward J. Hein entered into the Donation Agreement
2 with Crown Point. A copy of the Donation Agreement is attached hereto as Attachment
3 JL-4.

4 **Q39. PLEASE DESCRIBE THE DONATION AGREEMENT.**

5 A39. In the Donation Agreement, LBL donated a 44-acre parcel of land in Lake County to Crown
6 Point, which is depicted on Exhibit A to the Donation Agreement. As stated on page 1 of
7 the Donation Agreement, the donated land is “to be used only for public purposes as a
8 sanitary sewer treatment facility and related activities[.]” Attachment JL-4 at 1. In the
9 Donation Agreement, Crown Point also agreed that, within five years of the donation date
10 (as defined in the Donation Agreement) that Crown Point would provide connections to its
11 water and wastewater utility systems for LBL’s approximately 400-acre parcel of land
12 located adjacent to the donated 44 acres and all of LBL’s other property (1,600+ acres)
13 contiguous to the wastewater treatment plant.

14 **Q40. WHY DID LBL ENTER INTO THE DONATION AGREEMENT?**

15 A40. LBL has chosen to sign the Donation Agreement and seek water and wastewater service
16 from Crown Point and donate land to it because Crown Point has a proven track record of
17 providing reliable water and wastewater service in Lake County and is well-positioned to
18 provide wastewater service via gravity sewer to LBL’s new development that is adjacent
19 to Crown Point in the near future. Winfield, on the other hand, has demonstrated repeatedly
20 that it is in no position to even provide wastewater service to its entire incorporation area.
21 To serve the Winfield Requested Territory, Winfield’s wastewater system would require
22 extensive and costly expansions, including the addition of multiple new lift stations, as
23 discussed further by Mr. Jacob. For these reasons, LBL has chosen Crown Point to serve

1 its property that is located in and adjacent to Crown Point and, to that end, executed the
2 Donation Agreement so that Crown Point could build a new wastewater treatment plant on
3 the donated land to efficiently serve LBL's property all being contiguous to the plant.

4 **Q41. WHY SHOULD CROWN POINT BE THE EXCLUSIVE PROVIDER OF**
5 **WASTEWATER SERVICE IN THE AREA COVERED BY ITS ORDINANCE NO.**
6 **2025-02-08?**

7 A41. It is my understanding that Crown Point's planned wastewater plant has already begun
8 receiving necessary state approvals, and Crown Point has acquired additional easements
9 necessary to complete utility runs east of I-65 to the new site. LBL has already granted to
10 Crown Point most necessary easements. Crown Point is also fully engineering the new
11 plant far in advance of construction, expecting to break ground in January of 2026. Even
12 though Crown Point's new wastewater plant will be finished later than Winfield's current
13 plant expansion, the reality of the situation is, given Winfield's stated priorities in
14 developing its area and its classification of LBL's land as Priority Two and Priority Three
15 in its Master Plan, Crown Point will have wastewater service available to LBL's property
16 near Crown Point years before Winfield will. In addition, and just as importantly, Crown
17 Point can service the entire area via gravity, ensuring far more economical and more
18 sustainable sewage treatment than Winfield can. LBL feels very strongly that Crown Point
19 is a more capable and willing partner to enact growth in our state and region.

20 Winfield, on the other hand, has a long track record of a complete inability and
21 unwillingness to provide wastewater service when requested. Currently, it does not even
22 provide wastewater service to all properties within its corporate limits — many homes
23 remain on septic systems. Given this, Winfield *certainly* does not have adequate

1 wastewater infrastructure to serve any new development in the Winfield Requested
2 Territory (including the Disputed Area). It would require tens of millions of dollars of
3 wastewater system improvements, including large new lift stations and extensive
4 expansion of its wastewater treatment plant, far beyond the scale of its recent expansion,
5 for Winfield to be in a position to serve any new development. As noted above, Winfield
6 apparently believes that developers should pay for its new infrastructure, but this is not
7 normal utility practice, and it would make development of land cost prohibitive.

8 To sum up, if the Commission were to approve Winfield's request for an exclusive
9 wastewater service territory in this Cause, it would foreclose economic development in the
10 area. Municipalities like Winfield should not be able to utilize the Commission to perform
11 pseudo-annexations to stop development by others. If Winfield wants to serve an area, it
12 should extend service to the area – which it has not done, even within its own corporate
13 boundaries.

14 **Q42. UNDER THE DONATION AGREEMENT, WHAT WOULD OCCUR IF THE**
15 **COMMISSION GRANTED THE RELIEF SOUGHT BY WINFIELD IN THIS**
16 **CAUSE?**

17 A42. The Donation Agreement provides that if LBL's property is located within the jurisdiction
18 of a municipality other than Crown Point or Lake County at the time service is requested
19 for connection to such property, Crown Point must be provided with a written request and
20 consent to service by such municipality. So, if the Commission were to approve Winfield's
21 request in this Cause, the Donation Agreement requires Crown Point to consent to
22 Winfield's provision of wastewater service for that section of LBL's property.

23 **Q43. WHAT WOULD BE THE PRACTICAL EFFECT OF SUCH A RULING?**

1 A43. Due to Winfield's demonstrated long-term inability and unwillingness to provide
2 wastewater service to the area, LBL would sell its property in the area and reinvest in a
3 different area and/or outside the State of Indiana.

4 **Q44. HOW WOULD THE PROPERTY'S VALUE BE AFFECTED IF CROWN POINT**
5 **PROVIDED WASTEWATER SERVICE TO IT?**

6 A44. In my experience, property that has reliable wastewater utility service (and can therefore
7 be developed) can be worth more than ten times as much as the land's value as undeveloped
8 rural property. I would expect the value of LBL's property to appreciate in this way if it is
9 able to be developed in a timely manner. If Winfield's request in this Cause is granted, the
10 value of land would fall. The dramatic increase in the value of land south of Winfield
11 recently has only happened due to Crown Point having announced that its new wastewater
12 treatment plant will serve that area. This trend would reverse if the Commission were to
13 approve Winfield's request in this proceeding.

14 **Q45. DOES THE FACT THAT CROWN POINT'S RATES ARE HIGHER THAN**
15 **WINFIELD'S RATES CONCERN YOU WITH RESPECT TO THE POTENTIAL**
16 **FOR ECONOMIC DEVELOPMENT?**

17 A45. No. Again, I start from a position of having the knowledge and experience of knowing that
18 Winfield cannot feasibly serve the area and is far underestimating its cost of actually
19 serving the Disputed Area. If Winfield were to serve the area, it is going to have to invest
20 a substantial amount in new infrastructure or require developers to invest in the
21 infrastructure (which would make such development cost prohibitive). In addition,
22 Winfield will need to further expand its treatment plant. The cost of that infrastructure will
23 be passed along to either all of Winfield's customers or customers in the Disputed Area

1 through lot prices. Crown Point, on the other hand, has advised me that its rates include the
2 costs needed to serve the Disputed Area.

3
4 **DESIGN CONCERNS WITH WINFIELD'S PLAN**

5 **Q46. MR. JACOB DISCUSSES A NUMBER OF CONCERNS REGARDING**
6 **WINFIELD'S PROPOSAL TO "DAISY CHAIN" MULTIPLE LIFT STATIONS**
7 **TOGETHER TO SERVE THE DISPUTED AREA. DO YOU HAVE SIMILAR**
8 **CONCERNS?**

9 A46. Yes. As Mr. Jacob notes, Winfield's plans to serve the Disputed Area as shown in Mr.
10 Duffy's Exhibits 8 and 10 include multiple lift stations and force mains. In addition, the
11 area is significantly downhill from Winfield's treatment plant, and the topography of the
12 area is very hilly. Because of that, I would expect that, in addition to the multiple lift
13 stations and force mains included in Winfield's design, any developer in the area would
14 have to bore well below the surface to create the slope necessary for Winfield's proposed
15 gravity mains to operate correctly.

16 **Q47. DOES LBL CONSTRUCT THE OFF-SITE SEWER MAINS THAT SERVE ITS**
17 **DEVELOPMENTS?**

18 A47. Yes. LBL utilizes a workforce of contractors and its own employees to install water and
19 wastewater infrastructure to serve the areas it develops.

20 **Q48. DOES WINFIELD'S PLAN GIVE YOU CONCERNS FROM A CONSTRUCTION**
21 **STANDPOINT?**

22 A48. Yes. The existing ground elevation where LBL connects to Crown Point is 670 feet;
23 Winfield's wastewater treatment plant is located at a ground elevation of approximately

1 725 feet. Should Winfield's request be approved in this Cause and the project were to be
2 built as Winfield proposes (which LBL will not take part in), Winfield's ratepayers would
3 have to pay to pump wastewater from this point up the 58-foot difference in elevation to
4 Winfield's wastewater treatment plant.

5 Moreover, Winfield's plans would likely require lines to be placed 60 feet or more
6 below ground. To the extent we have to dig and work so far below the surface, it creates
7 not only design complications, but dangerous conditions for our workforce. I also believe
8 that our workers' labor unions likely would not allow their members to participate in such
9 a project because of safety concerns. The design Winfield has come up with to enable it to
10 serve the area creates an unknown number of complications that simply are not necessary.
11 If this were an urban environment where Winfield were the only option, it might make
12 sense to take on the challenges inherent in its design. However, given that the area is rural
13 and Crown Point can serve the area by gravity, Winfield's plan simply makes no sense. If
14 Winfield truly wanted to serve the area, the most cost effective way to do so would be to
15 build a wastewater treatment plant directly east of the Crown Point plant.

16 **Q49. DID WINFIELD SEEK YOUR INPUT ON THE DESIGN SHOWN IN MR.**
17 **DUFFY'S EXHIBIT 8 OR EXHIBIT 10?**

18 A49. No. Winfield has never reached out to LBL to discuss its plan for the Winfield Requested
19 Territory, including the plans depicted in Exhibit 8 or Exhibit 10, nor has Winfield sought
20 LBL's input on what its plan for serving the area should be.

1 **CONCLUSION**

2 **Q50. IN SUMMARY, WHAT ACTIONS DO YOU RECOMMEND THE COMMISSION**
3 **TAKE?**

4 A50. The Commission should deny Winfield's request for approval of Regulatory Ordinance
5 358 in this Cause and approve Crown Point's request for approval of its Ordinance No.
6 2025-02-08 in this Cause and in Cause No. 46035. If the Commission grants Winfield's
7 request, development of residential, commercial, and industrial properties in the Winfield
8 Requested Territory will be stalled for years, and LBL will sell its properties in the area
9 and reinvest outside the area and state.

10 **Q51. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

11 A51. Yes, it does.

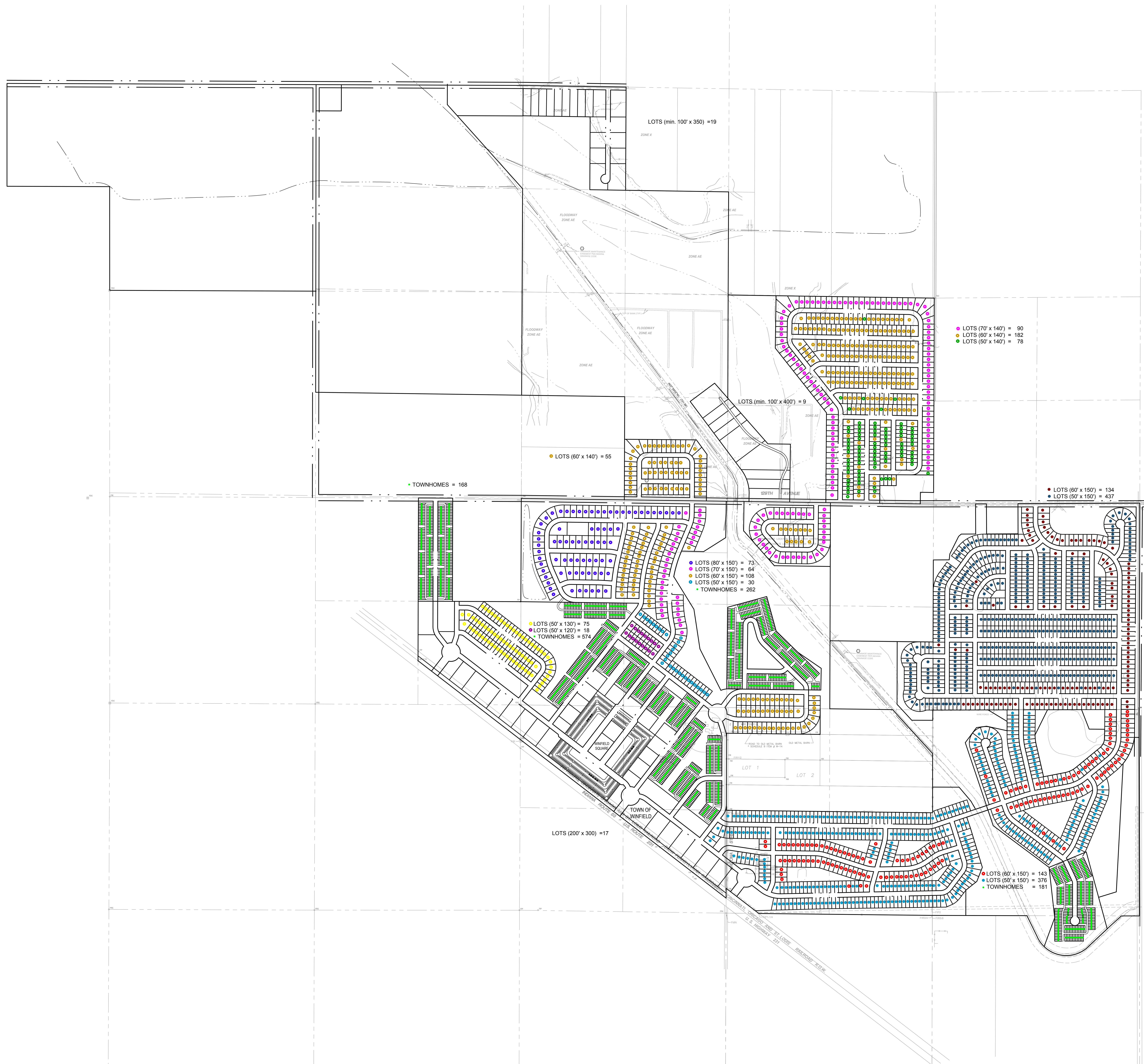
VERIFICATION

The undersigned affirms under the penalties for perjury that the foregoing testimony is true to the best of his knowledge, information and belief.

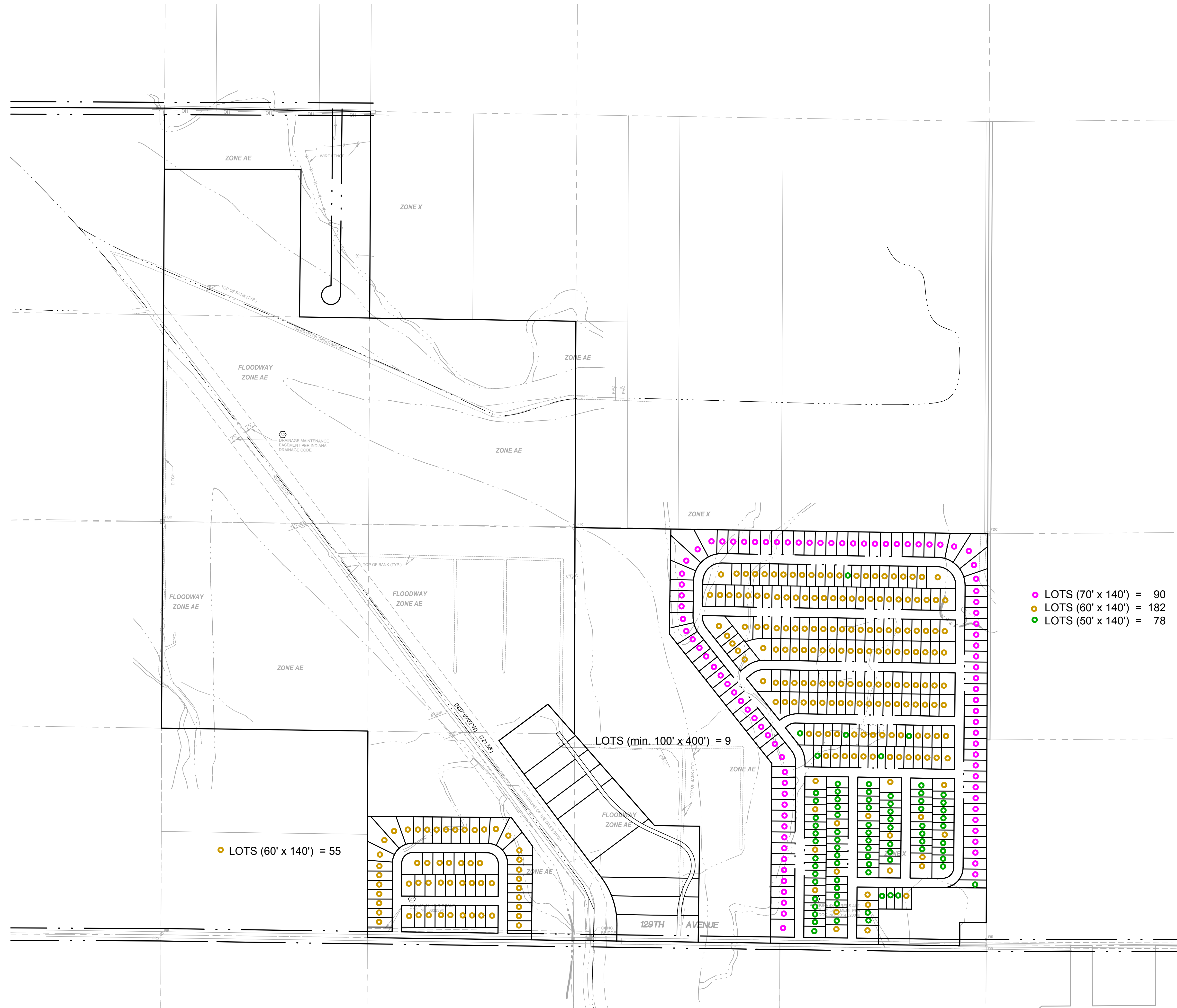


John Lotton

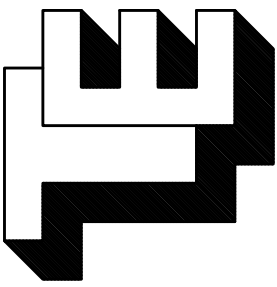
Attachment JL-1



Attachment JL-2



Attachment JL-3



TORRENGA ENGINEERING, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
907 RIDGE ROAD, MUNSTER, INDIANA 46321
Tel. No.: (219) 836-8918
website: www.torrenga.com

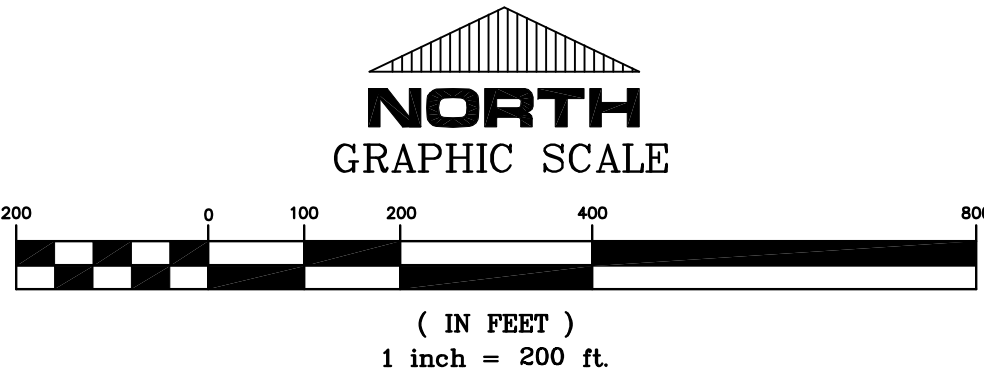
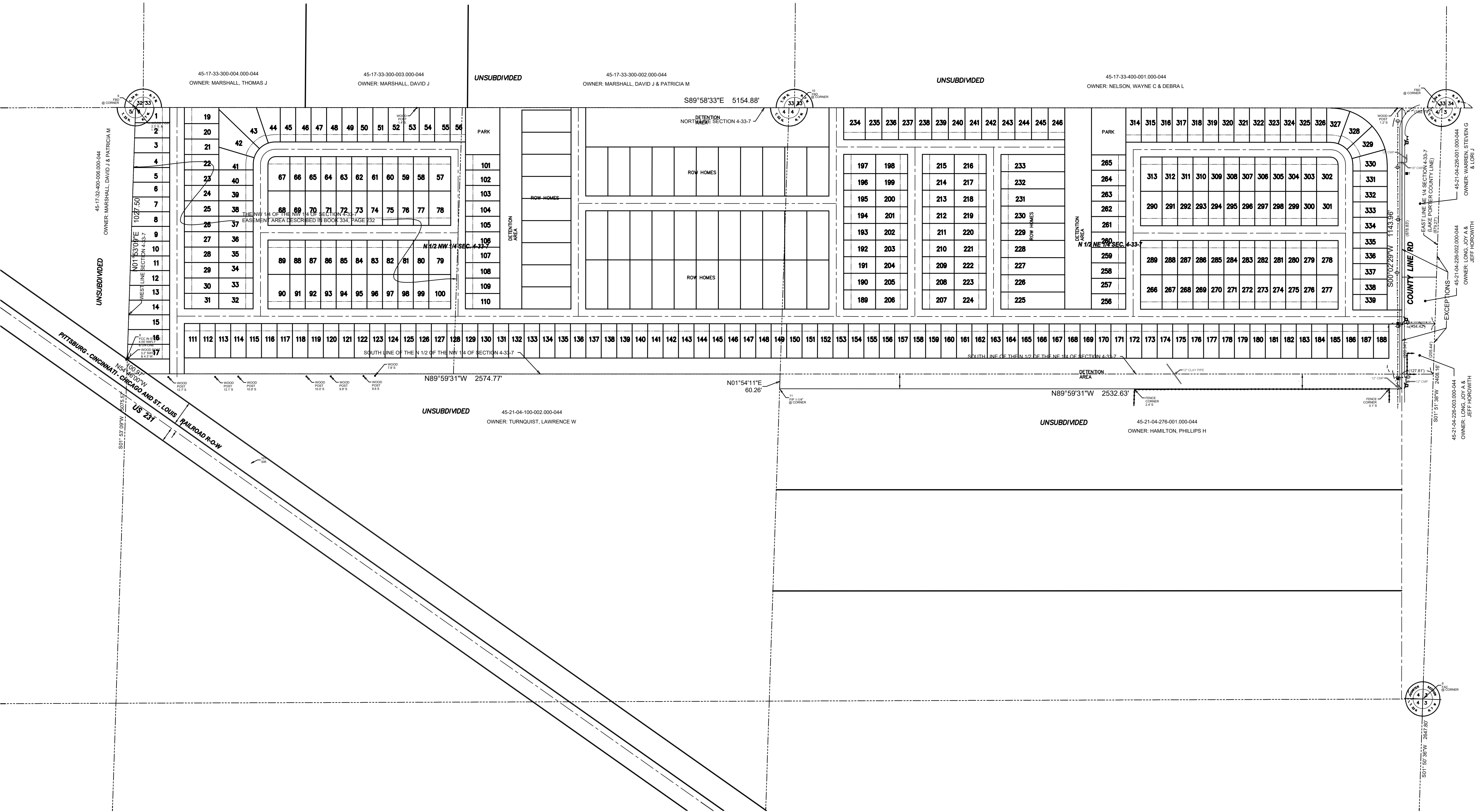
HEBRON LAKE COUNTY
COUNTY LINE ROAD
SKETCH PLAN LAYOUT

CLIENT:
Lotton Development

JOB NO: 2021-5049
SCALE: 1" = 200'

SHEET
1 OF 1

REVISIONS:
DATE: 09-14-2022



Attachment JL-4

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 121st 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

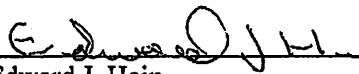
be notified at his last known address and deposited in a United States Post Office mail box, certified or registered, postage prepaid.

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

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 16th
day of May, 2023.

By: 
Edward J. Hein

Attest:



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

By: 
John Lotton, President

Attest:



CITY OF CROWN POINT, INDIANA

By: 

Peter D. Land, Mayor

Attest:


~~Dave Benson~~, Clerk Treasurer - *Chief Deputy*

Exhibit A



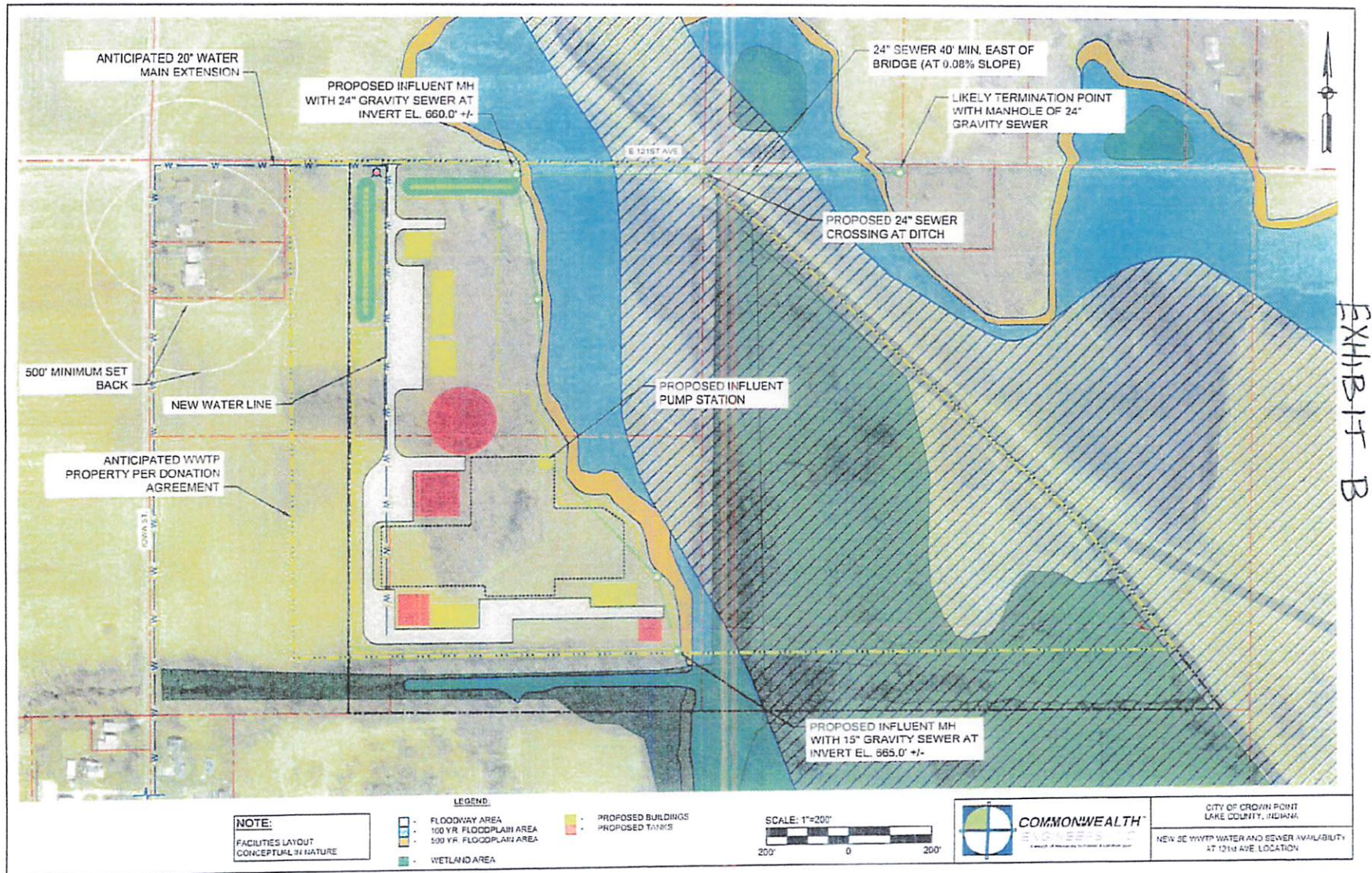
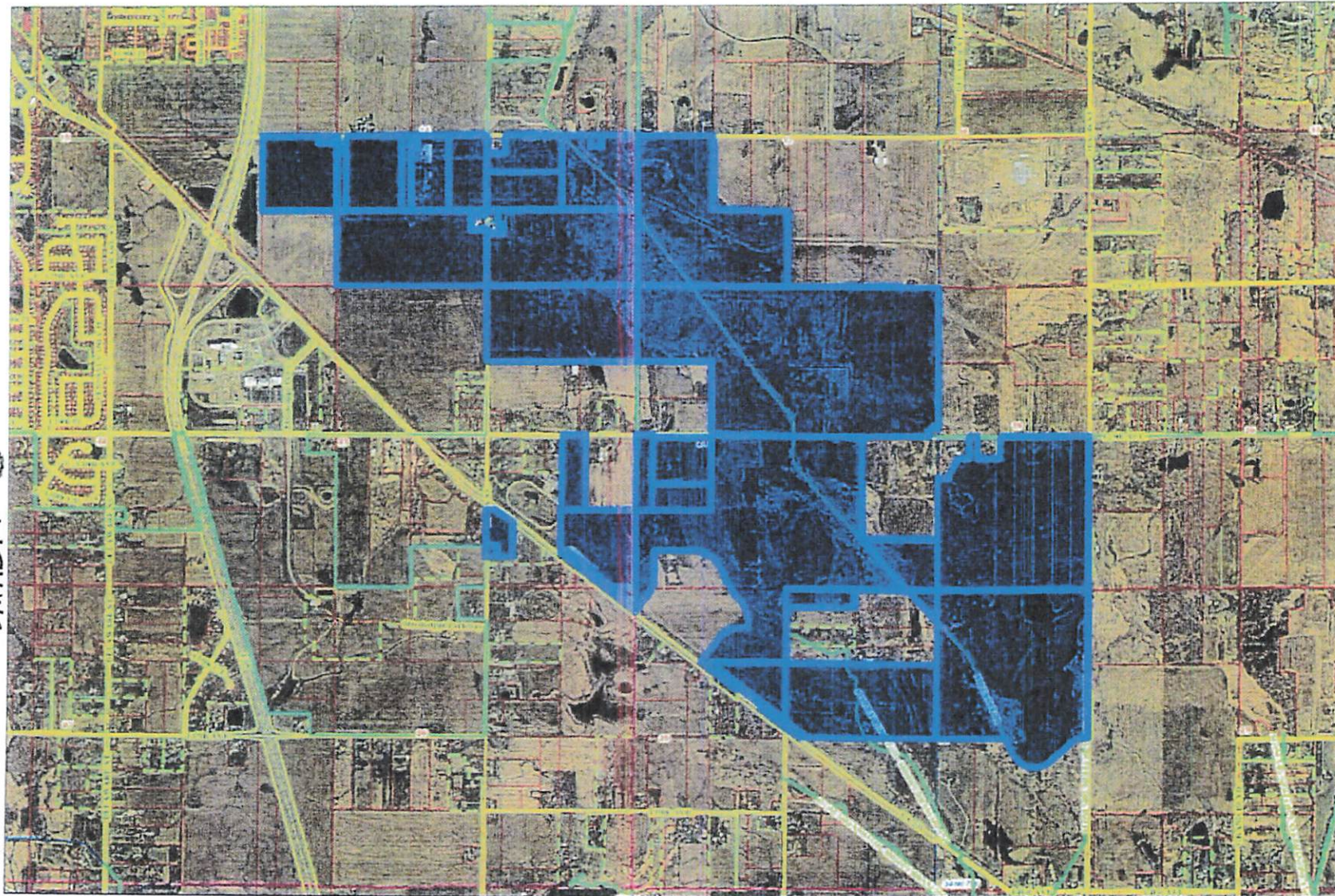


EXHIBIT C



Sanitary and Water Utility Commitment Extents
Web Print: 02/15/2023

0 3,009 6,019 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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Attachment JL-5



COMPREHENSIVE MASTER PLAN

2023



What is a Comprehensive Plan



The 2023 Town of Winfield Comprehensive Plan is a guide for decision making that identifies and encourages a common vision for Winfield. The plan is based on forward-thinking strategies that promote community strengths and avert local challenges.

Key elements to the comprehensive plan include:

DATA & ANALYSIS

Assessment of existing community conditions regarding demographic and socioeconomic trends, market trends, barriers, and regional influence.

COMMUNITY INPUT

Public feedback on perceptions of Winfield collected from residents via community meetings and an online community survey.

VISION & FOCUS

Statements that strive to create a goal for Winfield in the future and provide direction toward that desired outcome

LAND USE & STRATEGIES

Recommendations for strategies and land use guidance intended to serve as planning and development tools.

The comprehensive plan document will be used as a policy guide to direct the decision-making process regarding development and growth management. This includes land use, transportation, utilities, and public services. At a minimum, a comprehensive plan should be a tool for land use planning. However, the Winfield Comprehensive Plan also includes several strategies to support community initiatives regarding quality of place, connectivity, and economic development. These topics are important as they can influence and support the town's growth, development, and investment decisions.

Future Growth Areas Map

Organization

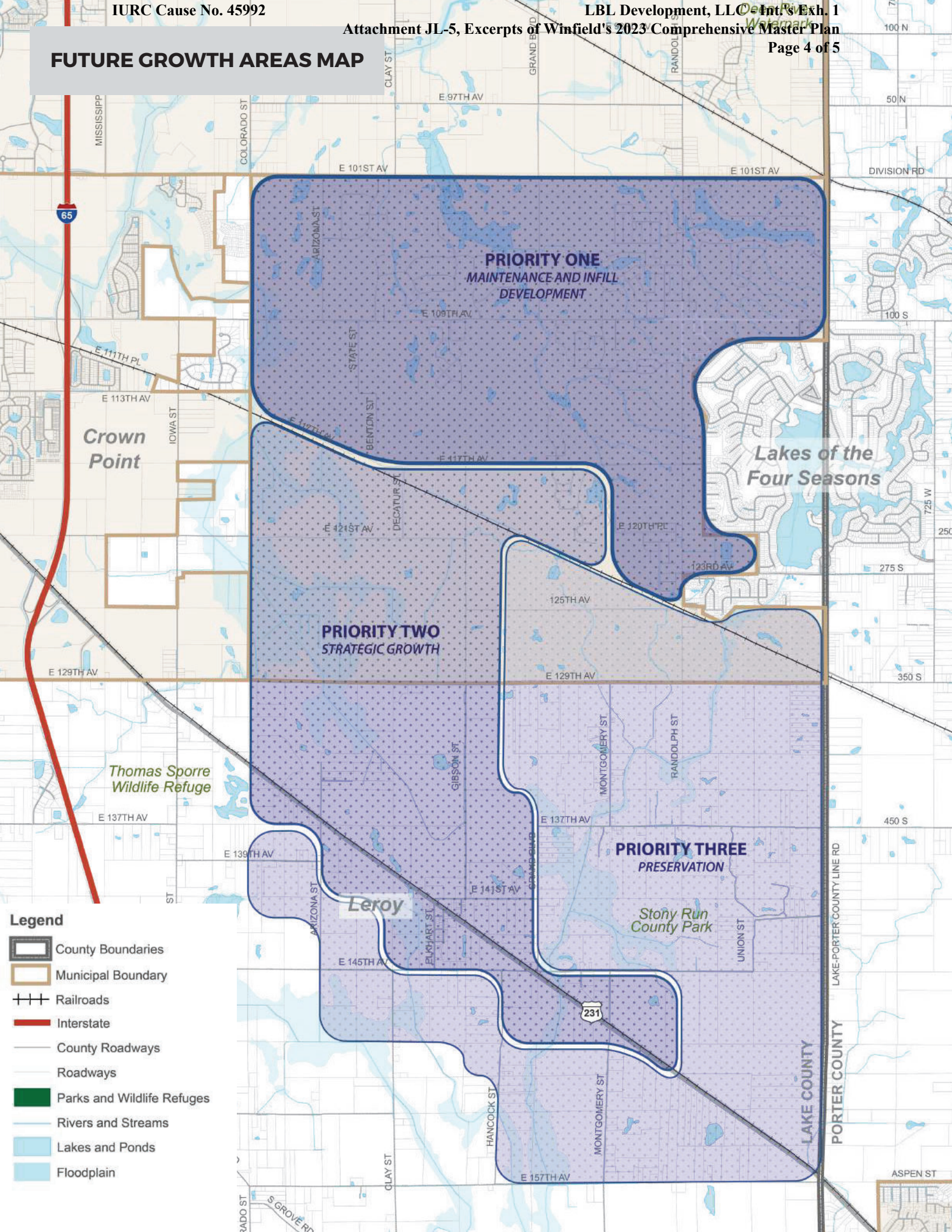
To provide further oversight of the town's growth and development, the 2007 Comprehensive Plan included recommendations on growth priority areas and associated procedures and practices. As an update and refinement to those recommendations, the Future Growth Areas Map is intended to highlight the prioritization of areas of the community based on existing growth patterns, available transportation and utility infrastructure, and planned investment over a period of 5-10 years.

While development and capital projects can be proposed and implemented in any area of the community, the Future Growth Areas Map is intended to show priority areas based on residential and commercial activity- both existing and proposed. This prioritization can then be used to identify gaps in infrastructure and services as development occurs moving forward. This plan is intended to assist community leaders in meeting both the financial and physical needs for infrastructure that supports new residential, commercial, and industrial growth.

Using the Map

The Future Growth Areas Map should be used by elected officials when determining the allocation of funding and resources towards capital improvement projects for infrastructure such as roads, stormwater systems, and/or sewer expansions. In areas where capital investment in transportation and utility systems is not planned, development decisions should be made accordingly so that existing infrastructure is utilized prior to building new.

FUTURE GROWTH AREAS MAP



Growth Categories

Priority One: Maintenance and Infill Development

The area includes the northernmost portion of town, where most development has already occurred. The recommendation is to prioritize new infill development where possible to leverage existing utilities and infrastructure. Infrastructure investments, including transportation and utility projects, should focus on maintenance and modernization to ensure that development is well-served within this key area of the community.

Priority Two: Strategic Growth

This area provides an opportunity for strategic growth since these areas of the community are largely undeveloped. Development within this area will need public utilities such as water, sewer, and stormwater as well as public-serving systems and facilities including schools, and emergency services. With strategic growth being prioritized for the area, community investment within this area of the community may be needed to facilitate development and overall growth.

Priority Three: Preservation

The third priority area includes the areas outside the Town's current boundary south towards SR 231. This priority area was intended to preserve natural areas and prime agricultural land and it is anticipated that little development change would occur. While development may occur in this area based on local zoning regulations, this area is not intended to be a focus for local capital investment.

Attachment JL-6

Page 1

STATE OF INDIANA
INDIANA UTILITY REGULATORY COMMISSION
Cause Number 45992

IN THE MATTER OF THE PETITION OF)
THE TOWN OF WINFIELD, LAKE COUNTY,)
INDIANA, FOR APPROVAL OF A)
REGULATORY ORDINANCE ESTABLISHING)
A SERVICE TERRITORY FOR THE TOWN'S)
MUNICIPAL SEWER SYSTEM PURSUANT TO)
IND. CODE 8-1.5-6, ET SEQ.)

DEPOSITION OF ALBERT STONG, PE

The deposition upon oral examination of
ALBERT STONG, PE, a witness produced and sworn
before me, Tara Gandel Hudson, RPR, CRR, a Notary
Public in and for the County of Hancock, State of
Indiana, taken on behalf of the Town of Winfield at
the offices of Bose McKinney & Evans LLP, 111
Monument Circle, Suite 2700, Indianapolis, Marion
County, Indiana, on the 7th day of August, 2025,
scheduled to commence at 9:00 a.m., pursuant to the
rules of the Indiana Utility Regulatory Commission,
with written notice as to the time and place
thereof having been given.

Page 99

1 MR. KROHNE: I have questions for the
2 witness.

3 MR. JANAK: I'm sorry.

4 CROSS-EXAMINATION,

5 QUESTIONS BY STEVEN W. KROHNE:

6 Q Good morning still, Mr. Stong.

7 A Good morning.

8 Q As you know, I'm Steve Krohne, counsel for LBL.
9 I just have a few questions following up on some
10 of the questions Mr. Janak asked you.

11 The first set of questions all relate to
12 the -- what was referred to as the temporary
13 service. So self-interested from my client's
14 perspective, I want to know if you have an
15 opinion as to whether the wastewater treatment
16 plant will be complete in time to provide
17 service in accordance with the agreement that
18 Crown Point entered into with LBL?

19 A Absolutely it will be complete in time. We're
20 required to have it complete by our state
21 judicial agreement many months ahead of our
22 agreement date with LBL.

23 Q So given that, do you think it will be necessary
24 for this contingency or temporary main to be
25 constructed?

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1 A I do not.

2 Q And if that main were to be constructed to
3 service LBL initially and then LBL -- then the
4 plant was built, would the main still be
5 necessary and continue to be used by other
6 parties outside of just LBL?

7 A It could be utilized by other parties. Yes.

8 Q Last question. Do you consider the fact that
9 LBL donated the property for the plant to the
10 City to be a win for Crown Point?

11 A Absolutely it's a win. We have a property that
12 was donated to us at no cost, and there were no
13 impacts to us. We simply provide inverts that
14 we were intending on providing anyway as part of
15 our design.

16 MR. KROHNE: That's all I have.

17 MR. LeVAY: I have no questions.

18 MR. KILE: No questions.

19 MR. JANAK: I have a follow-up question.

20 MR. GLENNON: I have one.

21 MR. JANAK: Okay.

22 CROSS-EXAMINATION,

23 QUESTIONS BY ROBERT M. GLENNON:

24 Q The line along 231 that's been called
25 temporary --