

TOWN OF   
**Brownsburg**

CITIZEN INPUT FORM

Name: WILLIAM AND PAULA BRAUMAN

Address: 714 SOUTH GREEN STREET

City: BROWNSBURG State: INDIANA ZIP: 46112

Email Address: bbrauman@att.net

Day Phone Number: 317-716-0912 Evening Phone Number: 317-852-3812

Agenda Item: SEWER HOOK-UP

Please Mark One:  For  Against  Other

Purpose of Request, Comment, and/or Suggestion:  
SEWER HOOK-UP FOR ABOVE ADDRESS

I do not wish to speak, but want to provide this information to the Town Council

4-17-2012  
Date

Signature

Paula Brauman

**AGREEMENT AND COVENANT**  
**REGARDING SEWER UTILITY SERVICE**

This Agreement and Covenant Regarding Sewer Utility Service (the "Agreement") is executed as of the latest date set forth below, by and between the Town of Brownsburg ("Town") and the undersigned property owner (the "Property Owner").

**WITNESSETH:**

**WHEREAS**, the Town is a municipality located in Hendricks County, Indiana and operates its own sewer utility; and

**WHEREAS**, the Property Owner currently owns real estate in Hendricks County that is outside the current boundaries of the incorporated Town with the specific address and legal description as set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate"); and

**WHEREAS**, the Property Owner desires for the Real Estate to have access to the sewer system of the Town and be served by that system; and

**WHEREAS**, the Town agrees to make its sewer service available to the Real Estate as requested by the Property Owner as is currently provided to other properties, upon the terms of conditions contained in this Agreement.

**NOW THEREFORE**, the Town and the Property Owner enter into the following agreement and covenants:

1. Authorization to Use Sewer Service. The Town, by action of its Town Council, hereby authorizes the Property Owner to connect to the Town's sewer utility for the Real Estate upon the terms of conditions contained herein.

2. Costs of Connection. The Property Owner hereby agrees to pay all costs associated with connecting the Real Estate to the Town's sewer utility in conformity with all standards and specifications as are and/or may at anytime in the future be required by the Town.

3. Covenants of the Property Owner. The Property Owner hereby represents, warrants and covenants the following:

- A. The Property Owner is the fee simple owner of the Real Estate located in Hendricks County, Indiana, the legal description of which is attached hereto as Exhibit A. The Property Owner has full power and authority to execute this Agreement to bind the Real Estate on the terms and conditions set forth herein and no other approvals, consents or signatures are needed to effectuate the terms and conditions of this Agreement for the Real Estate.

- B. The Property Owner agrees to connect his property to the Town's sewer utility service and Property Owner will pay all the costs fees, and expenses associated with and/or assessed for this connection.
- C. The Property Owner hereby agrees to pay all applicable fees and deposits as are required by the Town.
- D. The Property Owner agrees to be subject to any and all other requirements, restrictions or regulations that the Town through its utility service may impose.
- E. The Property Owner acknowledges receipt of the Waiver of Remonstrance to Annexation (the "Waiver") which is attached hereto as Exhibit B and understands that the Town is not required to and shall not enter into this Agreement unless and until the Property Owner executes the Waiver for the Real Estate.

4. Covenants to Run With the Land. The covenants contained in this Agreement are intended to and hereby shall run with the Real Estate such that the covenants and the agreements contained herein shall be binding upon the Property Owner, his/her heirs, successors and assigns and any subsequent owners or tenants of the Real Estate.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the latest date set forth below.

Date: \_\_\_\_\_

Date: 4/17/12

TOWN OF BROWNSBURG

PROPERTY OWNER(S)

By: \_\_\_\_\_  
Town Manager

William D Brauman  
(Signature)

William D. BRAUMAN  
(Printed)

Paula K Brauman  
(Signature)

PAULA K BRAUMAN  
(Printed)

ADDRESS OF THE REAL ESTATE STATE

714 S. GREEN ST  
Brownsburg IN 46112

STATE OF INDIANA )  
 ) SS  
COUNTY OF HENDRICKS )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ representing the Town of Brownsburg, who acknowledged the execution of the foregoing and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
County of Residence:

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Printed

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )

*William Brauman* and *Paula Brauman*, Before me, a Notary Public in and for said County and State, personally appeared the Property Owner(s), who acknowledged the execution of the foregoing, and who having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18 day of April 2012.

County of Residence:

HENDRICKS *Helen Barnard*  
Notary Public

My Commission Expires: 3-21-2020

*Helen Barnard* HELEN Barnard  
Printed



This instrument was prepared by and should be returned to after recording to Tricia A. Leminger, KROGER, GARDIS & REGAS, LLP, 111 Monument Circle, Suite 900, Indianapolis, Indiana 46204 (317) 692-9000.

I affirm, under penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. (Tricia A. Leminger).

**EXHIBIT B**

**WAIVER OF REMONSTRANCE TO ANNEXATION**

This WAIVER OF REMONSTRANCE TO ANNEXATION, ("Waiver") is tendered to the Town of Brownsburg, Indiana ("Municipality") by WILLIAM + PAULIA BRAWMAN (the "Customer") on this 17th day of APRIL, 2012, for the Customer's property ("Property") located at 714 SOUTH GREEN STREET, and more particularly described in Exhibit "A" attached hereto.

**RECITALS:**

- A. The Customer desires utility service for the Property from the Municipality.
- B. Subject to the conditions in this Waiver and the Agreement for Service executed simultaneously herewith, the Municipality is willing to set aside sufficient capacity for, and make utility service available to, the Property.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1) Provision of Utility Service. Consistent with this Waiver, the Municipality agrees to provide utility service to the Property at rates, classifications, and fees established by the Town Council from time to time.

2) Waiver of Annexation. In exchange for the benefits bestowed upon the Property by the Municipality's provision of utility service, the Customer hereby releases and waives all rights to remonstrance against and, in any way, oppose either directly or indirectly the annexation of the Property into the Municipality whether it be via formal or informal means.

3) Binding on Successor and Assigns. The parties agree that the provision of utility service touches and concerns the land and the parties desire that this Waiver run with the land. Accordingly, the Customer and Customer's successors and assigns, including, but not limited to, any future residents, homeowners, businesses and/or tenants, are and will be bound by this Waiver.

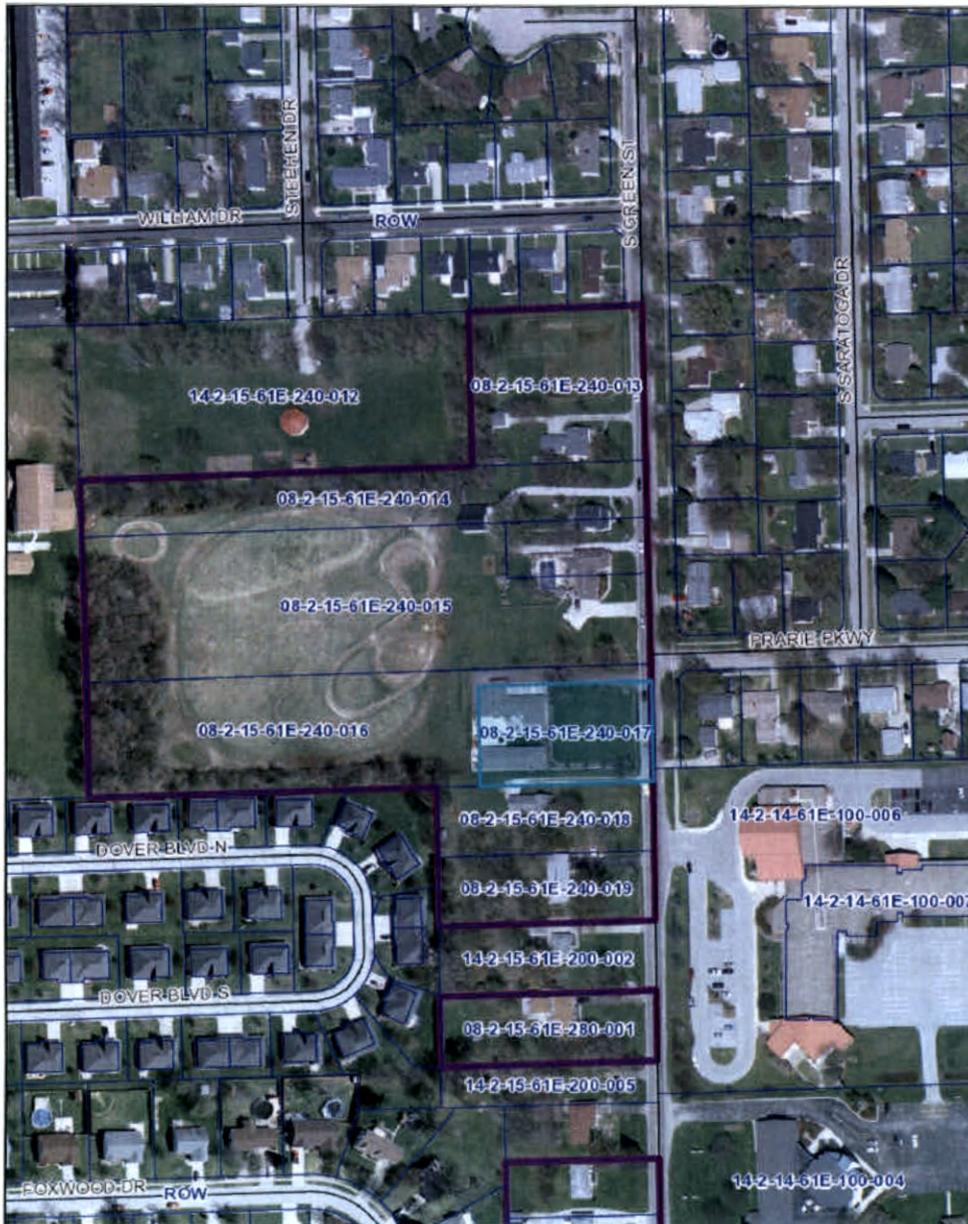
4) Attorney's Fees. The Municipality is entitled to recover its costs, including attorney fees, in enforcing the terms of this Waiver from the Customer.



PART OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 1 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HENDRICKS COUNTY, INDIANA. SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ONE-QUARTER ONE-QUARTER SECTION, THENCE SOUTH 89 DEGREES 23 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE THEREOF 249.00 FEET; THENCE NORTH 143.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 30 SECONDS EAST 249.00 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 15; THENCE SOUTH ALONG THE AFORESAID EAST LINE OF SECTION 15, 143.00 FEET TO THE BEGINNING POINT OF THIS DESCRIPTION. CONTAINING IN ALL 0.82 ACRES, MORE OR LESS.

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