

STATE OF INDIANA)
) SS:
COUNTY OF DUBOIS)

BEFORE THE BOARD OF PUBLIC
WORKS AND SAFETY OF THE
CITY OF HUNTINGBURG, INDIANA

IN THE MATTER OF THE)
DISANNEXATION OF THE)
REAL ESTATE COMPRISING THE)
HUNTINGBURG AIRPORT)

PETITION FOR DISANNEXATION

Pursuant to the provisions of I.C. 36-4-13-17, the Dubois County Airport Authority hereby represents that it is the sole owner in fee simple of the real estate described in Exhibit "A" attached hereto, and hereby petitions the Board to disannex from the territory comprising the City of Huntingburg, Indiana, the real estate described in Exhibit "A" for the following reasons:

1. That said real estate did until January 1, 1983, comprise the entire real estate occupied by the Huntingburg Municipal Airport, which was owned and operated by the City of Huntingburg in its municipal corporate capacity.

2. That on January 1, 1983, the above-described real estate was transferred to the Dubois County Airport Authority as a duly established joint county-city airport authority pursuant to the applicable Indiana Statute.

3. That the above described real estate is separated from the existing corporate boundaries of the City of Huntingburg by approximately two (2) miles.

4. That the area requested to be disannexed from the City of Huntingburg herein contains approximately One Hundred Sixty Six and Eight Tenths (166.8) acres, more or less.

5. That a plat of the area proposed to be disannexed is attached hereto as Exhibit "B".

WHEREFORE, the Dubois County Airport Authority being the sole owner of the real estate described in Exhibit "A" hereby requests that the Board of Public Works and Safety of the City of

Huntingburg conduct a hearing on its request for disannexation and give notice of the time and date set for said hearing as provided by law, and at the conclusion of said hearing, make a just and equitable order disannexing said territory from the corporate limits of the City of Huntingburg, Indiana.

Respectfully submitted,

DUBOIS COUNTY AIRPORT AUTHORITY

Thomas J. Fromme
W. A. Kaiser
Miller M. H. H. H.
Paul H. H.
Allen J. H.

ATTEST:

FEB 3 1986

AGREEMENT

BETWEEN

Basil C. Hummel

THE BOARD OF COMMISSIONERS, DUBOIS COUNTY, INDIANA
AND
THE CIVIL CITY OF JASPER, INDIANA

THIS AGREEMENT, made and entered into this 8th day of January, 1986, by and between the Board of County Commissioners of Dubois County, Indiana, hereinafter referred to as "County", and the Civil City of Jasper, Indiana, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the rapid economic development which has taken place in the southern part of Jasper and surrounding unincorporated areas has been accompanied by traffic congestion on the state highways, and

WHEREAS, the congested intercity and interstate traffic movement in the same area has been compounded by the large volume of coal truck and Patoka Lake tourist traffic, and

WHEREAS, both the City and the County recognize the need to develop a new corridor south of Third Street which will connect S.R. 162 and U.S. 231 and which will include a new bridge across the Patoka River, and

WHEREAS, such a new connecting route will be of mutual benefit to both Dubois County and City of Jasper citizens, and

WHEREAS, the City and the County intend through the provisions of this Agreement to describe the methods and procedures to be used in the joint City-County management of a professional engineering location study for the corridor herein described.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. Definitions as Used in This Agreement.

- a. "Highway" means the Indiana Department of Highways.
- b. "Project" means those activities included in the approved Indiana Department of Highways project and shall include a location study for a route connecting U.S. 231 and S.R. 162 south of First Avenue and north of the south boundary of Bainbridge Township.
- c. "Board of public works" means the Board of Public Works of the City of Jasper with the Mayor acting as chief administrative officer.
- d. "Common Council" means the Common Council and Mayor of the Civil City of Jasper.
- e. "Board of Commissioners" means the board of commissioners of Dubois County.
- f. "Contract" shall include any or all agreements relating to engineering necessary for the location of a route for the traffic corridor.

SECTION 2. Duration of this Agreement. This agreement will be terminated when both the City and the County shall approve the satisfactorily completed project contract or as otherwise agreed to by the parties. In no event shall it continue beyond December 31, 1990.

SECTION 3. Purpose of this Agreement. The purpose of this Agreement is to set forth the procedures for the City and the County to use in the initiation and carrying to completion of

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a highway location study for an arterial road to connect U.S. 231 and S.R. 162 along a corridor located south of First Avenue in Jasper and north of the southern boundary of Bainbridge Township.

The location study will include the following specifications:

- a. The final report will be suitable for meeting the applicable requirements for a Federal Highway Administration federal aid highway grant.
- b. The final report will identify the estimated costs of land acquisition, environmental studies, design and construction for at least two alternative locations.
- c. Innovative solutions are encouraged such as two road connections on the east side of a new Patoka bridge.

FILED
AUDITOR DUBOIS COUNTY

FEB 3 1986

Brad C. Hummel

SECTION 4. The Manner of Financing this Agreement. The \$30,000.00 funds for the location study shall be provided from the following sources:

Dubois County	\$13,000.00 (from County funds)
City of Jasper	\$17,000.00 (from City funds)

The City of Jasper shall issue a claim to Dubois County for the \$13,000.00 as soon as it has set up a special account for this purpose and has duly appropriated its \$17,000 to the road location study project as herein described. No project funds shall be expended until the \$30,000.00 has been duly deposited in the project account.

SECTION 5. Employment of Consulting Firm. The City and the County will jointly advertise their joint request for proposals from professional engineers and engineering consulting firms for the project and the proposals will be received and read at a joint meeting of the Board of Commissioners of Dubois County and the Board of Public Works of the City of Jasper. A professional engineer or professional engineering firm will be engaged under this agreement only by a majority vote of both the Board of Commissioners and the Board of Public Works of the City of Jasper.

SECTION 6. Termination. Either party may terminate this agreement, and any project entered into pursuant to it, upon giving twenty-four (24) hours written notice. The Common Council and the Board of Commissioners may authorize such termination either: 1) on their own behalf, or 2) on advice of the Mayor and Board of Public Works. Such notice shall be delivered, at the same time, to the Board of Public Works of the City of Jasper, who as administrator, shall terminate any consultant or other contract made pursuant to this agreement. The administrator shall make a settlement with any consultant regarding work performed and work in progress and, if there are funds which remain unexpended, the City and County shall each receive a portion of the remainder of the funds in the same proportion in which they provided the funds.

SECTION 7. Administration. No separate legal entity will be formed by this agreement. The project described herein shall be administered by a joint board comprised of the Board of Public Works of the City of Jasper and the Board of Commissioners of Dubois County. The day-to-day administration of the project within this agreement and the directives of the joint board shall be undertaken by the Board of Public Works of the City of Jasper. The joint board will meet together to make important project decisions such as: review of requests for engineering proposals and contract negotiations, award and amendments. Such project decisions shall require the approval of both the Board of Commissioners and the Board of Public Works, voting independently. The Board of Public Works may appoint City or other persons to assist in the administration of the project and this agreement.

SECTION 8. Acquisition of Real or Personal Property. No acquisition of real or personal property by either the County, the City, or the joint board is contemplated for the administration of this agreement. If such is determined to be needed by the joint board, an amendment to this agreement shall be written and proposed for adoption in accordance with the "Amendment" provisions said agreement as set forth herein.

SECTION 9. Responsibilities of the County. In consideration of the benefit to County citizens in providing improved highway conditions and the City's day-to-day supervision of the road location study project, the County pledges to: 1) contribute \$13,000 to the project, 2) to pay the said amount to the City upon submission of a claim, and 3) to cooperate in the meetings, decisions and other activities of this agreement.

SECTION 10. Responsibilities of the City. In consideration of the benefit to the citizens of Jasper provided by a highway location study and in recognition of the County's \$13,000.00 contribution to the project, the City pledges to supervise the conduct of the administrative tasks connected with the project, including but not limited to: calling meetings of the joint board, issuing legal notices, and similar and related tasks necessary to carry out the project.

SECTION 11. Authorization of Funds. No funds are authorized for the project other than those specifically mentioned in this agreement and no contract made pursuant to this agreement shall exceed that amount.

SECTION 12. Amendments. All amendments to this agreement shall be made in writing and shall be approved in the same manner as the original agreement.

SECTION 13. Period of the Agreement. This agreement shall be effective as of the date first above written.

IN WITNESS WHEREOF, the Board of Commissioners of the County of Dubois, Indiana, and the Civil City of Jasper have by their duly authorized officials entered into this agreement in the County of Dubois, State of Indiana, on the date first above written.

FILED
AUDITOR DUBOIS COUNTY

FEB 3 1986

Basil C. Hummel

ATTEST:

Basil C. Kunkel
Auditor

DUBOIS COUNTY, INDIANA

David Schuch
President

Gilbert Fleck
Commissioner

Virgil Schmans
Commissioner

ATTEST:

Iris A. Hutzgell
Clerk-Treasurer

CITY OF JASPER, INDIANA

James Allen
Mayor

Victor J. Kriska
President

Edward J. Blotner
Member

Larry J. Rhoder
Member

Wm a Reising
Member

Thomas R. Schmidt
Member

FILED
AUDITOR DUBOIS CO.

FEB 3 1986

Basil C. Kunkel

AUDITOR'S TRANSCRIPT

Be it remembered that on the 3rd day of November 1986, the same being the regular November Term, 1986 of the Board of Commissioners of Dubois County, Indiana, the following proceedings were had to wit:

IN RE: WARRICK COUNTY LINE BRIDGES.

Brian Small, Dubois County Highway Engineer, advised the Commissioners that there are two bridges over streams along the Dubois-Warrick line which are in need of replacement. That each of said bridges are more than twenty (20) feet in length and public convenience requires that said bridges be replaced.

The Commissioners considered the request of their Engineer and being fully advised in the subject finds that Dubois County should declare its willingness to aid in the replacement of the present bridges above described, upon motion by Commissioner Virgil Schnaus, seconded by Gilbert Fleck and unanimously adopted the following order of the Dubois County Commissioners was approved.

ORDER

It is the order and decree of the County Commissioners that the following bridges on County Highways across a stream forming the boundary line between Dubois County and Warrick County, State of Indiana to wit:

- (1) Bridge #146, County Road 1200S
- (2) Bridge #147 County Road 1200S

which bridges are each over twenty (20) feet in length and are in need of being replaced.

It is further ordered and decreed that Dubois County is willing to aid in the replacement of said bridges.


It is further ordered and decreed that notice of this order be given to the County Commissioners of Warrick County, Indiana, and direct the Auditor of Dubois County to forward a certified copy of this order to the Board of Commissioners of Warrick County, Indiana, pursuant to I.C. 8-20-1-25 as amended.

(1) Bridge No. 146 on County Road 1200S approximately 0.1 mile West of the intersection of County Road 850W and County Road 1200S in Cass Township, Dubois County, Indiana, over Pokeberry Creek, the present bridge is a 51.0 foot long and 14 foot wide steel thru truss built about 1910.

(2) Bridge No. 147 on County Road 1200S approximately 0.2 mile east of the intersection of County Road 850W and County Road 1200S in Cass Township, Dubois County, Indiana, over Sugar Tree Fork Creek, the present bridge is a 40 foot long and 14 foot wide steel thru truss built about 1910.

BOARD OF DUBOIS CO. COMMISSIONERS
David Schnell, President
Gilbert Fleck
Virgil Schnaus

ATTEST:


Basil C. Kunkel, Auditor

Copy Sent to Warrick Co. Nov 7, 1986

STATE OF INDIANA)
) SS:
COUNTY OF DUBOIS)

BEFORE THE HONORABLE BOARD OF COUNTY
COMMISSIONERS OF DUBOIS COUNTY, INDIANA

FILED
AUDITOR DUBOIS COUNTY

NOV 3 1986

IN THE MATTER OF THE PETITION FOR THE
IMPROVEMENT OF EXISTING COUNTY ROADS
IN MADISON TOWNSHIP, DUBOIS COUNTY,
INDIANA, MORE FULLY DESCRIBED AS FOLLOWS:

Paul C. Hummel

County Highway 150 North from a point one-eighth mile East of the Dubois
County Co-op-Ireland Branch entrance to the intersection with County Highways
425 West and Jasper-Sulphur Spring Road; County Highway 425 West from Old State
Road 56 to the intersection with County Highways 150 North and Jasper-Sulphur
Spring Road; and County Highway Jasper-Sulphur Spring Road to the
Bainbridge-Madison Township line; all in Section 29, Township 1 South, Range 5
West.

The undersigned owners of real estate along said County Highways 150 North,
425 West, and Jasper-Sulphur Spring Road, for and in consideration of the impro-
vements requested herein, do hereby grant and give to Dubois County, Indiana, a
permanent right-of-way for highway purposes of fifty (50) feet, twenty-five (25)
~~feet of which shall be on either side of the centerlines of said Highways as~~
presently constructed. For and in consideration of the improvements requested
herein, said owners do hereby further grant and give to Dubois County, Indiana,
such additional temporary right-of-way as shall be reasonably necessary to
construct said improvements and establish the necessary, shoulders, grades and
ditches, which temporary right-of-way shall revert to the respective owners
after completion of construction.

We, the undersigned, would respectfully show that said County Highways 150
North, 425 West, and Jasper-Sulphur Spring Road are commonly traveled thorough-
fares of Dubois County, Indiana, and that the existing roads are hazardous and
that improvements of chip and seal or blacktopping with bituminous material
of the spans above described, would be of great public utility to the citizens
of Dubois County and would greatly reduce the hazards in the use thereof.

Wherefore, the undersigned would request the Honorable Board of County
Commissioners that an Order be made for the improvement of said span of roads by
chip and seal or blacktopping with bituminous material and for all other proper
relief in the matter.

STATE OF INDIANA)
) SS:
COUNTY OF DUBOIS)

BEFORE THE HONORABLE BOARD OF COUNTY
COMMISSIONERS OF DUBOIS COUNTY, INDIANA

IN THE MATTER OF THE PETITION FOR THE
IMPROVEMENT OF EXISTING COUNTY ROADS
IN MADISON/BAINBRIDGE TOWNSHIPS, DUBOIS
COUNTY, INDIANA, MORE FULLY DESCRIBED AS
FOLLOWS:

FILED
AUDITOR DUBOIS COUNTY

NOV 3 1986

Basil C. Hunkel

County Highway 350 West from its intersection with Indiana
State Highway 56, thence South along said County Highway 350 West
for one-tenth of a mile, thence West on County Highway 150 North
for five-tenths of a mile to its intersection with County Highway
400 West, thence South along County Highway 400 West a distance
of 1.4 miles to its intersection with Division Road, all in
Sections 28, 29, 32, and 33, Township 1 South, Range 5 West.

The undersigned owners of real estate along said County
Highways 350 West, 150 North, and 400 West, for and in consideration
of the improvements requested herein, do hereby grant and give
to the Dubois County, Indiana, a permanent right of way for
highway purposes of 50 feet, 25 feet of which shall be on either
side of the centerline of said highways as presently constructed.
For and in consideration of the improvements requested herein,
said owners do hereby further grant and give to Dubois County,
Indiana, such additional temporary right of way as shall be
reasonably necessary to construct said improvements and establish
the necessary shoulders, grades and ditches, which temporary
right of way shall revert to the respective owners after completion
of construction.

We, the undersigned, would respectfully show that said County
Highways 350 West, 150 North and 400 West are commonly travelled
thoroughfares of Dubois County, Indiana, and that the existing
roads are hazardous and that improvements of chip and seal or
blacktopping with bituminous material of the spans above described,
would be of great public utility to the citizens of Dubois County
and would greatly reduce the hazards in the use thereof.

WHEREFORE, the undersigned would request that the Honorable Board of County Commissioners that an Order be made for the improvements of said span of roads by chip and seal or blacktopping with bituminous material and for all other property relief in the matter.

Kenneth R. Brosner	Box 4, Ireland
Anne Brosner	P.O. 4 "
Richard Schenk	R.R. 1 Box 383 Jasper
Doralee Schenk	R.R. 1 Box 383 Jasper
Darry E. Sermersheim	RR 1 Jasper
Charlene Sermersheim	RR 1 Jasper
Sheloh Associates	RR 1 Jasper
Thmar Mathias	RR 5 Jasper
Florentine Mathias	RR 5 Jasper
Zachary Berg	R.R. 1 Jasper
Karen Sermersheim	P.O. # 5 Jasper, Ind.
Ben Kimmel	R 5 Jasper, Ind.
Jerry Kimmel	R 5 Jasper, Ind.
Alphonse Burger	509 W 9th St Jasper
Sharmy Kimmel	R.R. 1 Jasper, Ind.
Ken H. H. H.	R+1 Jasper Ind
Roger Echle	R.R. 1, Jasper, IN
John Park	801 Giesler Rd
Bonnie Kusch	RR 5 Jasper
Dennis Kusch	R.R. 5 Jasper
Frederick Linette	R 1 Jasper Ind
Dorothy Linette	R 1 Jasper Ind
Donna Hehlhausen	R. 1 Jasper
LeRoy Hehlhausen	R. 1 Jasper
Patricia A. Cohnenranger	R 1, B658, Jasper, Ind 46086

FILED
AUDITOR DUBOIS COUNTY

NOV 3 1986

Basil C. V. kel

RESOLUTION 87-12

WHEREAS, the County Council of Dubois County, Indiana is charged by Indiana Statute with the establishment of tax assessments and the appropriation of resulting funds for county purposes; and,

WHEREAS, said County Council of Dubois County, Indiana has heretofore adopted an Ordinance establishing a County Option Income Tax for taxpayers of Dubois County, Indiana, and,

WHEREAS, In the adoption of said tax Ordinance it is the intent of this County Council that certain portions of taxes collected under said County Option Tax shall be designated, dedicated and expended for the construction and equipping of a new Dubois County Jail.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Dubois County that one-half (½) of all receipts of Dubois County, Indiana from the County Option Income Tax during the calendar year 1987 and the calendar year 1988 shall be and is hereby dedicated and appropriated for the exclusive use in the construction and equipping the new Dubois County Jail, with said funds to be held in a special jail construction account.

BE IT FURTHER RESOLVED that this dedication of funds shall terminate as to said taxes collected for years after 1988, unless this Council shall adopt amendatory provisions to this Resolution.

ADOPTED THIS 5th day of October, 1987.

Eugene B. Hostetter
Albert H. Fisher
Dorothy Sedam
Jerry Hunsford
Al Kender

Bennett Allen
Gregory A. Kendall

FILED
AUDITOR DUBOIS COUNTY

OCT 5 1987

Basil C. Kunkel

MAY 4 1987

AGREEMENT

BETWEEN

Basil C. Hunkel

THE BOARD OF COMMISSIONERS, DUBOIS COUNTY, INDIANA
AND
THE CIVIL CITY OF HUNTINGBURG, INDIANA

THIS AGREEMENT, made and entered into this 4th day of May, 1987, by and between the Board of County Commissioners of Dubois County, Indiana, hereinafter referred to as "County", and the Civil City of Huntingburg, Indiana, hereinafter referred to as "City", WITNESSETH;

WHEREAS, the rapid economic development which has taken place in the northwest part of Huntingburg and surrounding unincorporated areas has been accompanied by traffic congestion on the state highways, and

WHEREAS, the congested intercity and interstate traffic movement in the same area has been compounded by the large volume of industrial traffic, and

WHEREAS, both the City and the County recognize the need to develop a new industrial bypass which will connect S.R. 64 and U.S. 231 and which will route industrial traffic around the northwest side of Huntingburg, and

WHEREAS, such a new connecting route will be of mutual benefit to both Dubois County and the City of Huntingburg citizens, and

WHEREAS, the City and the County intend through the provisions of this Agreement to describe the methods and procedures to be used in the joint City-County management of a project to provide for the industrial bypass herein described.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. Definitions as Used in This Agreement.

- a. "Highway" means the Indiana Department of Highways.
- b. "Project" means those activities included in the approved Indiana Department of Commerce project and shall include an industrial bypass route connecting U.S. 231 and S.R. 64 by-passing the City of Huntingburg and accessing the industrial area of the northwest side of Huntingburg.
- c. "Common Council" means the Common Council and Mayor of the Civil City of Huntingburg.
- d. "Board of Commissioners" means the board of commissioners of Dubois County.
- e. "Contract" shall include any or all agreements relating to project management necessary for carrying out any grant agreements.

SECTION 2. Duration of this Agreement. This agreement will be terminated when both the City and the County shall approve the satisfactorily completed project contract or as otherwise agreed to by the parties. In no event shall it continue beyond December 31, 1990.

SECTION 3. Purpose of this Agreement. The purpose of this Agreement is to set forth the procedures for the City and the County to use in the initiation and carrying to completion of

an industrial by-pass for an arterial road to connect U.S. 64 and U.S. 231 along a corridor located around the northwest side of the City of Huntingburg.

SECTION 4. The Manner of Financing this Agreement. The local \$84,250.00 funds for the project shall be provided from the following sources:

Dubois County	\$27,500.00 (labor and materials)
City of Huntingburg	\$56,750.00 (labor & equipment)

SECTION 5. Employment of Consulting Firm. The City will advertise their request for proposals from professional engineers and engineering consulting firms for the project and the proposals will be received and read at a meeting of the Common Council of the City of Huntingburg.

SECTION 6. Termination. Either party may terminate this agreement, and any project entered into pursuant to it, upon giving twenty-four (24) hours written notice. The Common Council and the Board of Commissioners may authorize such termination either: 1) on their own behalf, or 2) on advice of the Mayor and Common Council. Such notice shall be delivered, at the same time, to the Common Council of the City of Huntingburg, who as administrator, shall terminate any consultant or other contract made pursuant to this agreement. The administrator shall make a settlement with any consultant regarding work performed and work in progress and, if there are funds which remain unexpended, the City and County shall each receive a portion of the remainder of the funds in the same proportion in which they provided the funds.

SECTION 7. Administration. No separate legal entity will be formed by this agreement. The project described herein shall be administered by a joint board comprised of the Mayor and Common Council of the City of Huntingburg and the Board of Commissioners of Dubois County. The day-to-day administration of the project within this agreement and the directives of the joint board shall be undertaken by the Mayor and Common Council of the City of Huntingburg. The joint board will meet together to make important project decisions such as: review of requests for engineering proposals and contract negotiations, award and amendments. Such project decisions shall require the approval of both the Board of Commissioners and the Mayor and Common Council, voting independently. The Mayor and Common Council may appoint City or other persons to assist in the administration of the project and this agreement.

SECTION 8. Acquisition of Real or Personal Property. No acquisition of real or personal property by either the County, the City, or the joint board is contemplated for the administration of the agreement. If such is determined to be needed by the joint board, an amendment to this agreement shall be written and proposed for adoption in accordance with the "Amendment" provisions said agreement as set forth herein.

SECTION 9. Responsibilities of the County. In consideration of the benefit to County citizens in providing improved highway conditions and the City's day-to-day supervision of the road improvement project, the County pledges to: 1) contribute \$27,500.00 labor and materials, in-kind contributions to the project, and 2) to cooperate in the meetings, decisions and other activities of this agreement.

SECTION 10. Responsibilities of the City. In consideration of the benefit to the citizens of Huntingburg provided by this by-pass project and in recognition of the County's \$27,500.00 contribution to the project, the City pledges to supervise the conduct of the administrative tasks connected with the project, including but not limited to: calling meetings of the joint board, issuing legal notices, and similar and related tasks necessary to carry out the project and contribute \$56,750 labor and equipment in-kind contributions to the project.

SECTION 11. Authorization of Funds. No funds are authorized for the project other than those specifically mentioned in this agreement and no contract made pursuant to this agreement shall exceed that amount.

SECTION 12. Amendments. All amendments to this agreement shall be made in writing and shall be approved in the same manner as the original agreement.

SECTION 13. Period of the Agreement. This agreement shall be effective as of the date first above written.

IN WITNESS WHEREOF, the Board of Commissioners of the County of Dubois, Indiana, and the Civil City of Huntingburg have by their duly authorized officials entered into this agreement in the County of Dubois, State of Indiana, on the date first above written.

ATTEST:

DUBOIS COUNTY, INDIANA

Basil C. Kunkel
Auditor

David Shull
President

FILED
AUDITOR DUBOIS COUNTY

MAY 4 1987

Basil C. Kunkel

Gilbert Fleck
Commissioner

Virgil Schnus
Commissioner

ATTEST:

CITY OF HUNTINGBURG, INDIANA

Alan A. Blessinger
Clerk-Treasurer

Dale W. Helmerich
Mayor

[Signature]
Member

Connie Kay Nass
Member

Russell R. Kendall
Member

Glen W. Long
Member

Pat Kendall
Member

REAL ESTATE OPTION

This Option granted as of the 27th day of May, 1987, by Wharfside Restaurants, Inc., an Indiana corporation with principal offices on U.S. Highway 231 N in Jasper, Indiana (hereinafter called the "Optionor"), to Dubois County, Indiana, a governmental subdivision of the State of Indiana (hereinafter referred to as "Optionee").

The Optionor, in consideration of the sum of One Hundred Dollars (\$100.00), paid by Optionee, the receipt of which is hereby acknowledged, does hereby grant to the Optionee and to its assignee, the exclusive right and option, for and during a period of ninety (90) days from the date hereof, to purchase that real estate located within the City of Jasper, Dubois County, Indiana, described as follows:

Lot Number Two (2) in Patoka Zentrum I, a subdivision to Jasper, Indiana, according to the map, plat or chart thereof, and subject to the restrictive covenants therein contained;

for the price of Three Hundred Twenty-five Thousand Dollars (\$325,000.00), which sum shall be paid upon the delivery of a deed as hereinafter provided, but against which sum shall be allowed a credit of One Hundred Dollars (\$100.00) for the option consideration herewith receipted. If exercised, such purchase shall be subject to the following terms and conditions:

1. Should Optionee elect to exercise this option, it shall signify such election by delivery of written notice of such election upon the Optionor within the time above limited; and in the event such notice is given by mail, the time of delivery of such notice shall be the post mark date on the envelope of such notice, which envelope shall be mailed by certified mail.

2. Within twenty (20) days after receipt of such notice, the Optionor shall furnish to Optionee a duly certified abstract of title for the above described real estate, showing good and merchantable title of record thereto, free of liens and encumbrances and other defects in title. All costs and expenses of curing any defect or defects of title shall be borne by

Optionor and such costs and expenses, together with all sums required for the satisfaction of taxes, liens and encumbrances may be reserved from the purchase price. Optionor shall be liable for all 1987 real estate taxes due in 1988 and the Optionee shall be liable for all taxes thereafter.

3. The Optionor does hereby grant Optionee and its agents the right, during the option period, to enter upon the described real estate to inspect the same, and to make such surveys, measurements and tests thereon as Optionee shall deem necessary.

4. Within twenty (20) days after delivery of such abstract or after the curing of such defects, whichever occurs last, Optionor shall deliver to Optionee, in exchange for said purchase price, a properly executed Warranty Deed conveying to Optionee, or its designee, fee simple title to said real estate, free and clear of all liens, encumbrances and other defects in title, except as hereinafter set forth. Possession to said real estate shall be delivered to Optionee or its assignee upon delivery of said deed.

5. In the event Optionee should desire to extend Staat Strasse beyond its present point of termination, Optionee shall bear any cost of such expansion.

6. Located adjacent to Brucke Strasse upon the above described real estate is an existing paved parking area. Optionor reserves for itself and its assignees the non-exclusive right to continue to use this parking area for business invitees for adjoining businesses, such use to be shared with that of the Optionee. In the event that Optionee should subsequently elect to remove said parking area, Optionee shall substitute a replacement paved parking area capable of parking not less than 100 automobiles, which area shall also be available on a shared use basis.

7. Optionor certifies that there is no broker's commission or finder's fee payable on this transaction.

8. Should the Optionee or its assignee not elect to purchase the above described real estate, or fail to complete

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