

CITY OF HUNTINGBURG
BOARD OF PUBLIC WORKS AND SAFETY

RESOLUTION NO. 87-11

WHEREAS, the Dubois County Airport Authority has heretofore filed its Petition with this Board for the disannexation from the corporate limits of the City of Huntingburg, all of the real estate which was heretofore annexed in and to the City of Huntingburg as the Huntingburg Municipal Airport; and,

WHEREAS, the Dubois County Airport Authority is the sole owner of all real estate for which disannexation is requested and that said real estate is not contiguous territory to the remaining corporate limits of said City; and,

WHEREAS, due notice has been given of the filing of said Petition for Disannexation and of the hearing thereon before this Board on this 30th day of July, 1987; and further that no objections or remonstrances have been filed to the proposed disannexation.

BE IT RESOLVED, by the Board of Public Works and Safety of the City of Huntingburg, Dubois County, Indiana, that the following described unplatted territory be and the same is hereby disannexed from the City of Huntingburg, Dubois County, Indiana, and returned to Cass Township, Dubois County, Indiana, to-wit:

SEE EXHIBIT "A" ATTACHED

This Resolution shall be in full force and effect upon and after its passage and publication as required by law.

PASSED AND ADOPTED by the Board of Public Works and Safety of the City of Huntingburg, Indiana, on the 30th day of July, 1987.

Dale W. Helmenich
Chairman of Board

Glen W. Long
Member

Warren C. Evans
Member

ATTEST:

Udono Blessinger
Clerk-Treasurer

EXHIBIT "A"

The East Half of the Southwest Quarter of Section 15, Township 3 South, Range 5 West, containing 80 Acres.

The Southwest Quarter of the Southwest Quarter of Section 15, Township 3 South, Range 5 West, containing 40 Acres.

Part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 3 South, Range 5 West, in Dubois County, Indiana, more particularly described as follows, to-wit:

Beginning at the intersection of the East line of the Southeast Quarter of the Southwest Quarter of said Section 15, and the North line of the public road along the South side of said Section 15, running thence due East along the North line of said public road 330 Feet, running thence due North 660 Feet, running thence due West 330 Feet, to the East line of said Southeast Quarter of the Southwest Quarter of Section 15, running thence due South to said public road and place of beginning, containing 5 Acres, more or less; containing in all 125 Acres, more or less, together with all buildings, fixtures, improvements and equipment situated thereon.

ALSO: Part of the Southeast Quarter of Section 15, Township 3 South, Range 5 West, in Dubois County, Indiana, and more particularly described as follows:

Commencing at the intersection of the East line of the Southeast Quarter of the Southwest Quarter of said Section 15, and the North line of the public road along the South side of said Section 15, running thence due East along the North line of said public road 330 Feet; running thence due North 315 Feet to the place of beginning of the real estate; thence East and parallel to the new East-West runway a distance of 1,780 Feet to a point 350 Feet South of the centerline and 600 Feet East of the end of the said East-West runway; thence North and perpendicular to the said East-West runway; a distance of 650 Feet, to a point 300 Feet North of the centerline and 600 Feet East of the end of the said East-West runway; thence West and parallel to the said East-West runway a distance of 2,110 Feet to the West line of said Southeast Quarter of Section 15; thence South along said West line a distance of 305 feet; thence East 330 Feet; thence South 345 Feet to the place of beginning and containing 29 Acres, more or less.

ALSO: Part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 3 South, Range 5 West, bounded as follows:

Beginning at an iron pipe set 396 Feet South of the Northeast Corner of said quarter-quarter section, and running thence South 700 feet along an existing fence line to an iron pipe,, thence West 829 Feet to an iron pipe in the East right-of-way line of Indiana State Highway No. 45, as now located, thence continuing West 26 Feet to the center of said highway, thence Northeasterly 709.5 Feet along the centerline of said highway, thence East 26 Feet to an iron pipe in the East right-of-way line of said highway, thence continuing East 711.5 Feet to the place of beginning, containing 12.80 Acres, more or less.

Subject to a reservation of a right-of-way 16 Feet in width along the extreme West end of the above described tract for the sole and only purpose of moving farm machinery and equipment to and from the tract of land owned by the Grantor, adjoining the North side of the above described real estate to the tract of land owned by the Grantor adjoining the South side of the above described real estate. In the event said parcels of land on either side of the above described real estate are sold or conveyed to separate and different landowners, this right-of-way reservation shall cease and terminate and be no further effective.

Also, the above described tract being subject to the right-of-way for Indiana State Highway No. 45, as now located, along the West side thereof.

LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this 10th day of July, 1987, by and between the CITY OF JASPER, INDIANA, (HEREINAFTER "City") and, the BOARD OF COMMISSIONERS of Dubois County, Indiana, (hereinafter "County");

WITNESSETH:

That whereas County desires to empty its trash collections into the sanitary landfill owned and operated by the City.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) receipt of which is herewith acknowledged, the payment of the annual fee as hereinafter provided and other good and valuable considerations the parties do herewith agree:

(1) That the county may by its own vehicles only empty its trash collections at the City Sanitary Landfill during regular landfill hours.

(2) That as a fee for the use of said sanitary landfill the County agrees to pay to the City the sum of One-hundred Thousand Dollars (\$100,000.00) for the year 1988; said sum to be paid in four (4) equal quarterly installments, each installment to be paid within thirty days of mailing of billings by the Jasper City Clerk-Treasurer.

(3) This agreement shall be for a term of one (1) year commencing at 12:00 A.M. (midnight) December 31, 1987 and expiring at 12:00 A.M. (midnight) December 31, 1988.

(4) This Agreement may be terminated by either party by giving of not less than thirty (30) days written notice to the other party at its city office building.

(5) County reserves the right to negotiate a new agreement subsequent to this one, at the commencement of any subsequent time after the City of Huntingburg shall open an approved sanitary landfill and enters into an agreement with the County for the use thereof.

FILED
AUDITOR DUBOIS COUNY

AUG 3 1987

Basil C. Hunkel

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

CITY OF JASPER, INDIANA "CITY"

By:

Jerome Alles
Jerome Alles, Mayor

ATTEST:

Iris Gutgsell
Iris Gutgsell, Clerk-Treasurer

BOARD OF COMMISSIONERS OF DUBOIS
COUNTY, INDIANA "COUNTY"

David Schnell
David Schnell

Gilbert Fleck
Gilbert Fleck

Virgil Schnaus
Virgil Schnaus

ATTEST:

Basil C. Kunkel
Basil Kunkel, Auditor of
Dubois County

5/85

AGREEMENT OF RIGHT OF WAY

FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

COUNTY COMMISSIONERS OF DUBOIS COUNTY, HEREINAFTER REFERRED TO AS GRANTORS (WHETHER ONE OR MORE), DO HEREBY GRANT, WARRANT AND CONVEY UNTO OHIO VALLEY GAS CORPORATION, AN INDIANA CORPORATION, ITS SUCCESSORS AND ASSIGNS, HEREINAFTER REFERRED TO AS GRANTEE, THE RIGHT TO CONSTRUCT, MAINTAIN, INSPECT, OPERATE, PROTECT, REPAIR, REPLACE, CHANGE THE SIZE OF, OR REMOVE, A PIPE LINE OR PIPE LINES, AND ANY APPURTENANCES USEFUL AND INCIDENT TO THE OPERATION AND PROTECTION THEREOF, FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM OR ANY OF ITS PRODUCTS, AND ANY OTHER LIKE OR UNLIKE SUBSTANCE WHICH MAY BE MOVED BY AND THROUGH A PIPE LINE OR PIPE LINES ALONG A ROUTE TO BE SELECTED BY GRANTEE ON, OVER, AND THROUGH THE FOLLOWING DESCRIBED LANDS, OF WHICH GRANTORS WARRANT THEY ARE THE OWNERS IN FEE SIMPLE, SITUATED IN DUBOIS COUNTY, STATE OF INDIANA, TO-WIT:

A permanent ten (10) foot right-of-way transiting a part of the Northwest Quarter of the Northeast quarter and a part of the East Quarter of the Northeast Quarter of the Northwest quarter of Section 29, Township 2 South, Range 4 West containing 16.80 acres more or less and more particularly described in Deed Book 148, Page 297.

TOGETHER WITH THE RIGHT OF UNIMPAIRED INGRESS AND EGRESS TO AND FROM SAID LINE OR LINES, OR ANY OF THEM, FOR THE PURPOSES AFORESAID.

GRANTORS SHALL HAVE THE RIGHT FULLY TO USE AND ENJOY THE ABOVE-DESCRIBED PREMISES, SUBJECT TO THE RIGHTS HEREIN GRANTED; AND GRANTORS AGREE NOT TO BUILD, CREATE OR CONSTRUCT, NOR PERMIT TO BE BUILT, CREATED OR CONSTRUCTED, ANY OBSTRUCTION, BUILDING, ENGINEERING WORKS, OR OTHER STRUCTURE OVER SAID PIPE LINE OR LINES, NOR TO DIMINISH OR SUBSTANTIALLY ADD TO THE GROUND COVER OVER SAME. GRANTEE HEREBY AGREES TO PAY ANY DAMAGES WHICH MAY ARISE TO GROWING CROPS, PASTURAGE, FENCES OR BUILDINGS OF SAID GRANTORS FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED. SUCH DAMAGES, IF NOT MUTUALLY AGREED UPON, SHALL BE ASCERTAINED AND DETERMINED BY THREE DISINTERESTED PERSONS, ONE TO BE APPOINTED BY THE GRANTOR, ONE BY THE GRANTEE, AND THE THIRD BY THE TWO SO APPOINTED. THE WRITTEN DECISION OF SUCH THREE PERSONS SHALL BE FINAL AND CONCLUSIVE.

ANY PIPE LINE OR LINES CONSTRUCTED BY SAID GRANTEE SHALL, AT THE TIME OF CONSTRUCTION THEREOF, BE BURIED TO SUCH DEPTH AS WILL NOT INTERFERE WITH ORDINARY CULTIVATION EXCEPT THAT AT OPTION OF GRANTEE SUCH LINE OR LINES MAY BE PLACED ABOVE THE CHANNEL OF ANY STREAM, RAVINE, DITCH OR OTHER WATERCOURSES.

IF THE INTEREST OF GRANTORS IN ABOVE DESCRIBED LAND IS LESS THAN THE ENTIRE AND UNDIVIDED FEE SIMPLE ESTATE THEREIN, THEN ANY CONSIDERATION DUE HEREUNDER SHALL BE MADE TO GRANTORS IN THE PROPORTION WHICH GRANTORS' INTEREST BEARS TO THE WHOLE AND UNDIVIDED FEE.

ADDITIONAL TERMS (IF ANY) _____

THE RIGHTS HEREIN GRANTED MAY BE ASSIGNED IN WHOLE OR IN PART. THE TERMS, CONDITIONS AND PROVISIONS OF THIS GRANT SHALL EXTEND TO AND BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF THE PARTIES.

IN WITNESS WHEREOF, THE GRANTORS HAVE HEREUNTO AFFIXED their SIGNATURES, THIS 3RD DAY OF AUGUST, 19 87.

WITNESS
Robert E. Gladish
ROBERT E. GLADISH

GRANTORS
COUNTY COMMISSIONERS OF DUBOIS COUNTY
David Schnell
Gilbert Fleck
Virgil Schnaus
David Schnell
Gilbert Fleck
Virgil Schnaus

4th day of Aug. 1987
Basil C. Kunkel
Auditor, Dubois County
STATE OF INDIANA
COUNTY OF DUBOIS SS:

I, CLEMENCE A. NORDHOFF, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, HEREBY CERTIFY THAT ON THE 3RD DAY OF AUGUST, 19 87, THE FOREGOING INSTRUMENT OF WRITING WAS PRODUCED BEFORE ME BY THE ABOVE AND IN DUE FORM OF LAW ACKNOWLEDGED THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 3RD DAY OF AUGUST, 19 87.

COMMISSION EXPIRES:

27 JUNE 1990
Clemence A. Nordhoff
Clemence A. Nordhoff

FILED
AUDITOR DUBOIS COUNTY
NOTARY PUBLIC
AUG 4 1987

Basil C. Kunkel

Original

138227

TRANSCRIPT OF PROCEEDINGS
CERTIFICATE

I, Urban O. Blessinger, the duly elected and qualified Clerk-Treasurer of the City of Huntingburg, Indiana, hereby certify to the Auditor of Dubois County, Indiana, that the attached is a complete transcript of the proceedings of the Board of Public Works and Safety of the City of Huntingburg, Indiana, with respect to the proceedings for the disannexation of the Dubois County Airport Authority's real estate from the corporate limits of the City of Huntingburg.

I further certify that no objecting petitions or remonstrances have been filed in my office or with the Board of Public Works and Safety of the City of Huntingburg by any owners of real estate in Dubois County objecting to or remonstrating against the disannexation of said real estate from the corporate limits of the City of Huntingburg, Indiana.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Huntingburg, this 10th day of August, 1987.

Urban O. Blessinger
Urban O. Blessinger

STATE OF INDIANA) SS:
COUNTY OF DUBOIS)

Duly entered for taxation this
10th day of Aug, 1987
Bruce C. Shank
AUDITOR DUBOIS COUNTY

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of August, 1987, personally appeared Urban O. Blessinger, known to me to be the Clerk-Treasurer of the City of Huntingburg, Indiana, and acknowledged the execution of the foregoing Certificate.

Witness my Hand and Seal.

My Commission Expires:
March 16, 1991.

William S. Lett
William S. Lett, Notary Public
Residing in Dubois County

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EXCERPTS FROM MINUTES OF
A REGULAR MEETING OF
THE BOARD OF PUBLIC WORKS AND SAFETY
OF THE CITY OF HUNTINGBURG, INDIANA

The regular monthly meeting of the Board of Public Works and Safety was held in the Council Chambers of the City Office Building, 511 Fourth Street, Huntingburg, Indiana, on July 30, 1987, at the hour of 1:30 o'clock P.M. (E.S.T.).

The meeting was called to order by Dale Helmerich, President of the Board, and the minutes of the meeting were recorded by Urban O. Blessinger, Clerk-Treasurer of the City of Huntingburg.

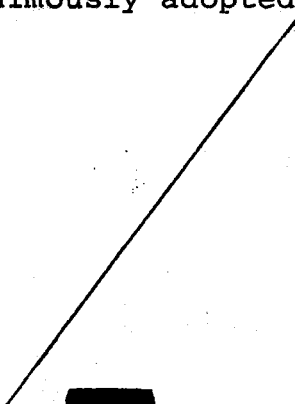
Upon call of the roll, the following members were shown to be present: Warren Evans, Glen Songer, and Dale Helmerich.

The President announced that a quorum was present for the transaction of business.

* * * *

(Other Business)

The President then announced that this was the time, date and place set for a public hearing on the Petition heretofore filed by the Dubois County Airport Authority seeking the disannexation of the Huntingburg Airport property from the corporate limits of the City of Huntingburg, Indiana, a copy of said Petition is attached hereto. Phil Schneider, Attorney for said Board, then presented to the Board Proof of Publication of the Notice of this public hearing and the Proof of Posting of the same in accordance with Indiana Law. The Board then took up the discussion of the proposed disannexation and the hearing on said matter. No remonstrances having been filed and no interested parties appearing at the public hearing, the Board then discussed the disannexation among themselves at the conclusion of which, upon motion made by Warren Evans and seconded by Glen Songer, the following Resolution was unanimously adopted:



On motion duly made, seconded and unanimously carried, the Clerk-Treasurer was instructed to cause to be filed with the appropriate County officials a certified copy of the transcript of the proceedings of this Board concerning the disannexation of the Huntingburg Airport Authority from the corporate limits of the City of Huntingburg.

(Other Business)

There being no further business presented, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

BOARD OF PUBLIC WORKS AND
SAFETY

Urban O. Blessinger
Urban O. Blessinger,
Clerk-Treasurer

AGREEMENT OF SALE

THIS AGREEMENT by and between Wharfside Restaurants, Inc., an Indiana corporation with principal offices on U.S. 231N, Jasper, Indiana (hereinafter referred to as "Seller") and Dubois County, Indiana, a subdivision of the State of Indiana (hereinafter referred to as "Buyer").

For and in consideration of the mutual covenants and promises herein contained, Seller hereby sells to Buyer and Buyer purchases from Seller the following real estate, to-wit:

Lot Number Two (2) in Patoka Zentrum I, a subdivision to Jasper, Indiana, EXCEPTING THEREFROM: A part of Lot No. 2 in Patoka Zentrum I, a subdivision to Jasper, Indiana, more particularly described as follows: Beginning at the Southwest corner of said Lot No. 2 and running thence North 28 degrees 08 minutes 16 seconds East, along the East right-of-way of Brucke Strasse, 222.27 feet; thence North 90 degrees 00 minutes 00 seconds East, 185.00 feet; thence South 0 degrees 00 minutes 00 seconds West, 196.00 feet to the South line of said Lot No. 2; thence South 90 degrees 00 minutes 00 seconds West, along said South line, 289.82 feet to the place of beginning, containing 1.068 Acres, more or less,

for use for the proposed Dubois County Jail, upon the following terms and conditions:

(1) The purchase price shall be Three Hundred Thousand Dollars (\$300,000.00), which sum shall be payable as follows:

(A) The sum of One Thousand Dollars (\$1,000.00) upon execution of this Agreement.

(B) The sum of One Hundred Forty-nine Thousand Dollars (\$149,000.00) upon transfer of title in and to the above described real estate on ^{NOVEMBER} ~~October~~ 1, 1987.

(C) The balance of One Hundred Fifty Thousand Dollars (\$150,000.00) on December 31, 1987.

The unpaid principal balance shall draw interest at the rate of four and one-half percent (4 1/2%) per annum, and shall be paid with and in addition to the final payment required under subparagraph 1 above.

FILED
AUDITOR DUBOIS COUNTY

SEP 1 1987

Basil C. Hunkel

SEP 1 1987

Basil C. Hunkel

(2) Taxes. Seller shall pay all 1987 real estate taxes due in 1988 and all taxes prior thereto on said real estate.

(3) Possession. Buyer shall be entitled to possession of the described real estate upon execution of this Agreement.

(4) Survey. Seller shall furnish Buyer, at Seller's expense, a staked survey to the described real estate, certified to by an Indiana registered land surveyor, disclosing all visible encumbrances upon said real estate and the topographic elevations of said site.

(5) Utilities. Seller warrants that water and sanitary sewer lines are located to the Lot line of the described real estate and shall cause the location of each to be properly located.

(6) Access. Seller warrants that Buyer shall have direct, unrestricted access to Brucke Strasse by not less than three (3) driveways, each not less than forty feet (40') in width located at sites selected by Buyer; and by Stagt Strasse.

(7) Zoning. Seller shall have said real estate properly zoned to permit the issuance of an unrestricted City permit for construction by Buyer of a County jail facility.

(8) Marketable Title. Seller warrants and shall convey to Buyer good and unencumbered marketable title to said real estate, free of liens, and shall furnish to Buyer an owner's title insurance policy in the amount of the purchase price disclosing marketable and unencumbered title. Buyer shall be entitled to waive any defect in title.

(9) Warranty Deed. Seller shall deliver to Buyer, in exchange for that payment described in Paragraph 1(B), a properly executed Warranty Deed conveying to Buyer fee simple title to the above described real estate, free of lien and encumbrances.

(10) Default. In the event Seller should be unable to comply with any term or condition of this Agreement, Buyer shall be entitled to terminate this Agreement, in which event Buyer shall be entitled to a full refund of any portion of the purchase price theretofore paid hereunder. Provided that nothing herein

(11) Option. Seller shall deliver and does hereby grant to Buyer a first right of refusal to purchase that portion of said Lot No. 2 not included within the above described real estate.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this 31st day of August, 1987.

BY Robert A. Rumburg Pres.
PRESIDENT

BY David Schuch
PRESIDENT,
DUBOIS COUNTY COMMISSIONERS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROBERT L. RUCKRIEGEL, known to me to be the President of Wharfside Restaurants, Inc., and DAVID SCHWEL, known to me to be the President of Dubois County Commissioners, who acknowledged the truth of the statements in the foregoing instrument and the execution thereof to be their voluntary act and deed.

AUGUST, 1987.


ARTHUR C. NORDHOFF, Jr. Notary Public
 (Printed Name)
 Resident of Dubois County, Indiana

Basil C. Kunkel

138720

DEED OF DEDICATION

THIS INDENTURE WITNESSETH, That STYLINE INDUSTRIES, INC., by its duly authorized officers, a corporation organized and existing under the laws of the State of Indiana, with its principal offices located in Dubois County, Indiana, said corporation also being the successor corporation of WEST ACRES, INC., STYLINE CORPORATION, and STYLINE, INC.,

CONVEYS AND WARRANTS

to DUBOIS COUNTY, INDIANA, a political subdivision of the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following described real estate in Dubois County, in the State of Indiana, to-wit:

A part of the Northeast Quarter of Section 33, Township 2 South, Range 5 West, Second Principal Meridian, more particularly described as follows:

Beginning at a point on the north line of the above described tract North 90 degrees West a distance of 1605.86 Feet from the Northeast Corner of the above described tract, thence South 0 Degrees 04 Minutes 40 Seconds East 300 Feet, thence West 10 Feet, thence South 0 Degrees 04 Minutes, 40 Seconds East 2350 Feet, thence Southeasterly 100 Feet to a point 1515.86 Feet West of the East line of the above described tract and being in the center of State Road 64, thence West with the center of said road 240 Feet, thence Northeasterly 100 Feet to a point 1695.86 Feet West and 2650 Feet South 0 Degrees 04 Minutes 40 Seconds East from the Northeast Corner of the above described tract, thence North 0 Degrees 04 Minutes 40 Seconds West 2350 Feet, thence West 5 Feet, thence North 0 Degrees 04 Minutes 40 Seconds West 300 Feet to the North line of the above described tract, thence East 95 Feet to the point of beginning of this description and containing 5.2 Acres, more or less.

(Description furnished by Grantor.)

The undersigned persons executing this Deed on behalf of Grantor represent and certify that they are the duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this Deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of this conveyance has been taken and done.

This Deed is made for the purpose of transferring and dedicating the above described real estate to Dubois County, Indiana, as and for a public road, and for the installation of such utilities on said real estate as the Grantee or its successors may determine is appropriate.

This transfer is made as a grant and dedication to a political subdivision of the State of Indiana and as such is not subject to the payment of Indiana Gross Income Tax upon transfer.

AGREEMENT

THIS AGREEMENT made by and between the Civil City of Jasper, Indiana, hereinafter referred to as "City", and Dubois County, Indiana, hereinafter referred to as "County" for the purpose of resurfacing Lechner Lane as a combined project for the parts of said road lying with the jurisdiction of both parties.

It is agreed by the parties that it would be in the best interest of the parties to let one contract for the entire project with each party appropriating funds and paying the contractor separately for their proportionate part of the entire project, pursuant to Indiana Code 36-1-7-2(a)(2) and Resolutions adopted by each of the parties hereto.

City is to advertise for bids/proposals for the entire project for acceptance of the bid/proposal by the City after which the Contract is to be awarded to the lowest responsive bid by a responsible bidder.

This Agreement shall terminate upon completion of the work by the successful bidder and payment by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 6th day of October, 1987.

CITY OF JASPER, INDIANA

(SEAL)

ATTEST:

BY

Jerome Alles
JEROME ALLES, MAYOR

Iris Gutgsell
IRIS GUTGSELL, CLERK-TREASURER

DUBOIS COUNTY, INDIANA

BY

David Schnell
DAVID SCHNELL

(SEAL)

ATTEST:

Gilbert Fleck
GILBERT FLECK

Virgil Schnaus
VIRGIL SCHNAUS

Basil C. Kunkel
BASIL C. KUNKEL, AUDITOR

BOARD OF COUNTY COMMISSIONERS

OCT 6 1986

LANDFILL USE AGREEMENT

Basil C. Hunkel

THIS AGREEMENT made and entered into this 6 day of October, 1986, by and between the CITY OF JASPER, INDIANA, (HEREINAFTER "City") and, the BOARD OF COMMISSIONERS of Dubois County, Indiana, (hereinafter "County");

WITNESSETH:

That whereas County desires to empty its trash collections into the sanitary landfill owned and operated by the City.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) receipt of which is herewith acknowledged, the payment of the annual fee as hereinafter provided and other good and valuable considerations the parties do herewith agree:

(1) That the county may by its own vehicles only empty its trash collections at the City Sanitary Landfill during regular landfill hours.

(2) That as a fee for the use of said sanitary landfill the County agrees to pay to the City the sum of Ninety Thousand Dollars (\$90,000.00) for the year 1987; said sum to be paid in four (4) equal quarterly installments, each installment to be paid within thirty days of mailing of billing by the Jasper City Clerk-Treasurer.

(3) This agreement shall be for a term of one (1) year commencing at 12:00 A.M. (midnight) December 31, 1986 and expiring at 12:00 A.M. (midnight) December 31, 1987.

(4) This Agreement may be terminated by either party by the giving of not less than thirty (30) days written notice to the other party at its city office building.

(5) County reserves the right to negotiate a new agreement subsequent to this one, at the commencement of any subsequent time after the City of Huntingburg shall open an approved sanitary landfill and enters into an agreement with the County for the use thereof.

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FILED
AUDITOR DUBOIS COUNTY

OCT 6 1986

Basil C. Kunkel

IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals the day and date first above written.

CITY OF JASPER, INDIANA "CITY"

By: *Jerome Alles*
Jerome Alles, Mayor

ATTEST:

Iris Gutgsell
Iris Gutgsell, Clerk-Treasurer

BOARD OF COMMISSIONERS OF DUBOIS
COUNTY, INDIANA "COUNTY"

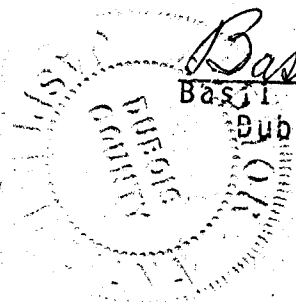
David Schnell
David Schnell

Gilbert Fleck
Gilbert Fleck

Virgil Schnaus
Virgil Schnaus

ATTEST:

Basil C. Kunkel
Basil Kunkel, Auditor of
Dubois County



DEDICATION

KNOW ALL MEN BY THESE PRESENTS; That Dubois Development Corporation, an Indiana corporation with principal offices located in Dubois, Indiana, being the owners of the following real estate located in Marion Township, Dubois County, Indiana, to-wit:

Part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southeast Quarter, both in Section 12, Township 1 South, Range 4 West, bounded as follows:

Beginning at a point 995.45 feet east of a stone located at the northwest corner of the southeast quarter of said southwest quarter, being on the south line of Church Street in the Town of Dubois, Indiana, and running thence south 126.75 feet, thence east approximately 325 feet to the west line of State Highway #545, thence southeasterly along said west Highway right-of-way to a point 50 feet south (measured at 90 degree angle) of the call immediately above, thence west (running 50 feet south of said line immediately above called) to a point 995.45 feet east and 186.75 feet south of said quarter-quarter section stone, thence continuing west 50 feet, thence north 186.75 feet, thence east 50 feet to the place of beginning;

which real estate is currently occupied by a roadway used by the public and commonly known as Waterworks Street, does hereby give, grant and convey unto Dubois County, Indiana, a perpetual easement for the maintenance, improvement and operation of a public road.

To have and to hold the said easement or right-of-way unto said Dubois County, State of Indiana, for public road or highway purposes, for so long as the same shall be used for such purpose; and grantor does hereby dedicate its interest in said real estate for such purpose.

IN WITNESS WHEREOF, the said Corporation has caused its duly authorized officers to execute this Dedication as of the 3RD day of SEPTEMBER, 1987.

DUBOIS DEVELOPMENT CORPORATION

BY Oscar Kalb
OSCAR KALB, PRESIDENT

ATTEST:

Wilmer Kreitzer
WILMER KREITZER, SECRETARY

FILED
AUDITOR DUBOIS COUNTY

NOV 23 1987

STATE OF INDIANA, COUNTY OF DUBOIS, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Oscar Kalb and Wilmer Kreitzer, known to me to be the President and Secretary, respectively, of Dubois Development Corporation, who acknowledged the truth of the statements in the foregoing instrument and the execution thereof to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this 3RD day of SEPTEMBER, 1987.

My Commission Expires:

MARCH 6, 1989

Richard L. Seger
RICHARD L. SEGER Notary Public
(Printed Name)

Resident of Dubois County, Indiana

(This instrument prepared by Arthur C. Nordhoff Jr., Jasper, Indiana.)

the first of these is the fact that the
 the second is the fact that the

the third is the fact that the

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the fifth is the fact that the

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EMPLOYMENT AGREEMENT

AGREEMENT made this 22nd day of December, 1987,
between Dubois County, State of Indiana, by its Board of County
Commissioners, hereinafter called the Employer, and Clemence A. Nordhoff
and Arthur C. Nordhoff Jr., Attorney and Assistant Attorney,
respectively, for Dubois County, hereinafter called Employees.

WHEREAS, The Employer is a municipal government of the State of
Indiana, and the Employees have been duly admitted to the practice of
law in the State of Indiana; and,

WHEREAS, The Employer has retained the services of the Employees as
Attorneys to represent the Executive and Legislative branches of
Government in their duties and responsibility under Federal and Indiana
law on an annual salary as approved and appropriated by the County
Council; and,

WHEREAS, The Employer further desires said Employees to represent
Dubois County, Indiana, in the defense of suits against the said County
and to prosecute suits on its behalf, and to represent the County in all
phases of the construction of a new County jail, including the financing
thereof, all of which representation is not covered by the retainer
salary above described.

NOW, THEREFORE, It is agreed by the parties, that the Employees in
their representation of the Employer in actions filed for or against the
Employer are to be paid the sum of Sixty Dollars (\$60.00) per hour for
investigating, research, pre-trial, trial and appeal of each course of
action against the Employer, and shall represent Employer in proceedings
involving the construction of the new County jail on a compensation
basis to be subsequently agreed between the parties based upon services
required.

Gilbert H. Fleck
GILBERT H. FLECK
Mary Lou Schnell
MARY LOU SCHNELL
Virgil U. Schnaus
VIRGIL U. SCHNAUS

COMMISSIONERS OF DUBOIS COUNTY

Clemence A. Nordhoff
CLEMENCE A. NORDHOFF
Arthur C. Nordhoff Jr.
ARTHUR C. NORDHOFF JR.

ATTORNEYS

FILED
AUDITOR DUBOIS COUNY

DEC 22 1988

Basil C. Kunkel

STATE OF INDIANA)
COUNTY OF DUBOIS) SS:-

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

IN THE MATTER OF THE PETITION
OF PAUL STRIEGEL, ETAL., FOR THE
RESURFACING OF A COUNTY ROAD IN
HALL TOWNSHIP, DUBOIS COUNTY,
INDIANA

JANUARY TERM, 1988

PETITION

We, the undersigned, being resident freeholders and
legal voters of Dubois County, Indiana, for petition to the
Honorable Board of County Commissioners of Dubois County,
Indiana, would show the following:

(1) That there is an existing blacktop road located in
Hall Township, Dubois County, Indiana, over and along the
following route, to-wit:

Commencing at the point of intersection of the
Celestine Road North with the Celestine-Ellsworth
Road, running thence northeasterly along said
Celestine-Ellsworth Road to its point of inter-
section with the Celestine Community Club Road.

(2) That the said highway is a public thoroughfare
which has been used by the residents of Dubois County for
many many years and that the same is presently improved with
a blacktop material which has deteriorated significantly.

(3) That the said highway is a much used thoroughfare
for the citizens of Dubois County, Indiana, and that it would
be to the advantage of the Highway Department and of the
citizens of Dubois County, Indiana, to resurface the said
road with a blacktop or bituminous material.

WHEREFORE, the petitioners would pray the Board of
County Commissioners of Dubois County, Indiana, that an order
be granted for the resurfacing of the road herein described
with a blacktop or bituminous material and for all other
proper relief.

320
SIGNATURES

1.25 MILES
OF ROAD

FILED
AUDITOR DUBOIS COUNTY

JAN 4 1988

Basil C. Hummel

