



PO Box 572  
North Webster, IN. 46555  
[www.tippychapmanrsd.com](http://www.tippychapmanrsd.com)

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October 20, 2025

**Important Communication Regarding a Proposed Sewer System in Your Area – Tippecanoe and Chapman Regional Sewer District – East Webster Lake**

Dear Property Owner,

The Board of Trustees of the Tippecanoe and Chapman Regional Sewer District (TCRSD) is pleased to inform you that the detailed design stages are underway for a public wastewater collection system (the “Project”) to better serve you and your neighbors. The Project will help improve and maintain groundwater quality in your area as well as that of the lakes, rivers, and streams. You have received this packet because design plans for the Project include one or more properties owned by you.

If you own one or more parcels that are vacant and/or contain non-sewage producing structures, you will not be required to connect those parcels. All parcels that contain sewage producing structures will be required to connect. If you are planning to build a sewage producing structure on a vacant lot or a lot without sewage producing facilities, please contact the District at [Tippy-Chapman@JPR1Source.com](mailto:Tippy-Chapman@JPR1Source.com) or by phone at 574-226-8468 to set up a site visit. The District's Engineering Committee will review your request and will discuss your options.

A District map is attached to this letter that outlines the proposed service area of the project.

Enclosed with this package is important information about the Project and how it will impact you as a property owner. We urge you to review it carefully and act where indicated. Below is an outline of what is contained in this packet of information:

1. This Cover Letter
2. Current Status of the Project and Preliminary Timeline for Completion
3. A Map of the Service Area
4. Information concerning Utility Easements
5. URA Brochure
6. Planning for your connection(s) to the new system
7. Easement Cover Letter
8. A Utility Easement Agreement form and Property Deed
9. Property Owner Questionnaire

Thank you, in advance, for your time and attention to this important matter. If you have further questions, we are asking you to reach out to our Engineering team at Jones Petrie Rafinski (JPR) at any time.



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Also, please find District information including meeting times and agendas at:  
<https://www.tippychapmanrsd.com/>

Sincerely,

Tippecanoe and Chapman Regional Sewer District Board of Trustees

October 20, 2025

**Tippecanoe and Chapman Regional Sewer District**

**\* East Webster Project Timeline**

Request for Proposals, Contractor – Due October 6, 2025

Proposal Scoring and Board Selection of Contractor – October 13, 2025

Design Period – November through March 2026

Total Project Budget Finalization – December 8, 2025

Close on project funding – March 2026

Start Construction of Collection System – April 2026

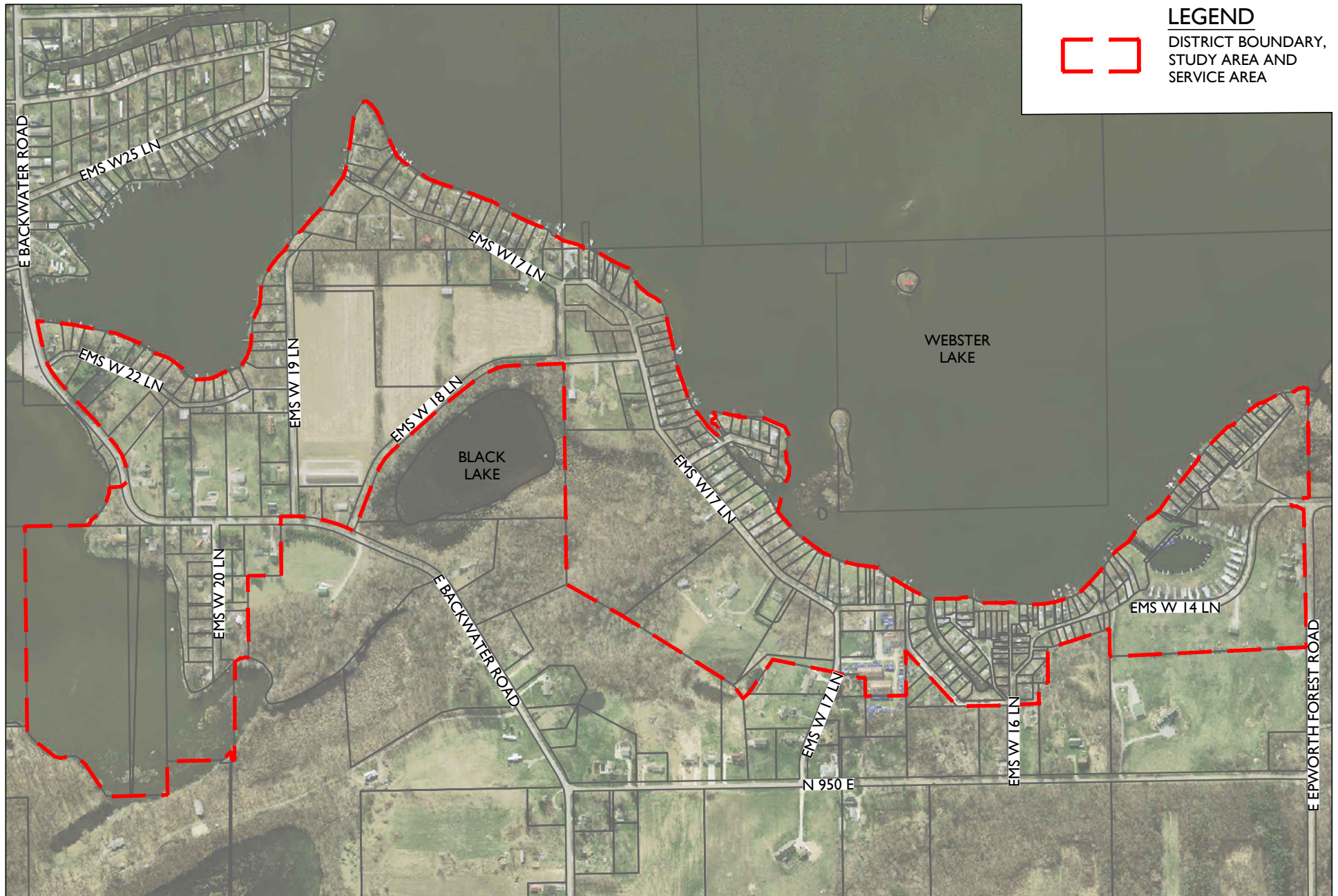
Complete Construction of Collection System – May 2027

Customer connections to new collection system – June 2027 through November 27

\* Please note, all dates are tentative and could vary depending on design completion, permitting, financing packages, land acquisition and completion of project by contractors.

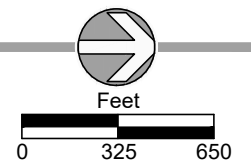
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## EAST WEBSTER WASTEWATER COLLECTION SYSTEM

FIGURE 1  
SERVICE AND STUDY AREA BOUNDARIES  
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October 20, 2025

**Re: Tippecanoe and Chapman Regional Sewer District – East Webster Lake**

Dear Property Owner,

As you may know, the Tippecanoe and Chapman Regional Sewer District (the “**District**”) is in the midst of the detailed design stages for the public wastewater collection system (the “**System**”) for the East Webster Lake septic elimination project. Construction of the System will include new pressure sewer systems with grinder pump stations and a pump station to serve the East Webster Lake service area (the “**Project**”). If you are receiving this letter, your property in Kosciusko County, Indiana has been included in the preliminary design for the construction of this Project, and your action is required for the District to proceed without delay and additional costs. A District map is attached to this letter. Please review the contents of this letter carefully.

**DO I HAVE TO CONNECT TO THE SYSTEM?**

In a vast majority of cases, **YES**, Indiana Code §13-26-5-2 authorizes the District to require properties located in the District’s territory to connect to the System if a structure on the property can produce sewage or similar waste and:

- (a) that structure is within three hundred feet of the System’s main sewer line;
- (b) if the property is on a body of water and the property line is within three hundred feet of the System’s main sewer line; or
- (c) the property is part of a subdivision within three hundred feet of the System’s main sewer line.

Indiana law does provide two limited exemptions to certain property owners who would otherwise be required to connect to the System:

- (a) If you have on-site septic that is not failing, Indiana Code Section 13-26-5-2.5(b) provides that a property owner whose septic system was new at the time of installation may qualify for an exemption from being required to connect to the System if several conditions are met; or
- (b) Indiana Code Section 13-26-5-2.6 provides that the District may not require a property owner to connect to the System if the property is located on at least ten (10) acres, and several other conditions are met.

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The property owner has the burden of proving its eligibility for these exemptions to the District.

While a limited group of property owners may be eligible for one of the above exemptions, the District still believes it is advantageous overall to connect to the System anyway. Septic systems fail, and exemptions will expire. When that time comes, the property owner will be required to connect to the System. All costs to install the sewer system infrastructure will be the responsibility of the owner. An owner who connects five or ten years in the future may face an increased capacity charge fee and increased costs for the sewer system infrastructure because the price of equipment and labor are likely to be higher than they are now. Owners who connect to the System as part of this Project may have a capacity charge to be determined based on system costs; the cost to connect their structure to the new System, and the cost to disable and abandon their old septic system. These costs are in addition to the monthly sewer rate which has yet to be determined and will depend on the financing available to the district and the costs of the Project.

#### **IF I HAVE TO CONNECT, THEN WHY IS THE DISTRICT CONTACTING ME?**

As a part of the construction of the System, the District will need to install equipment on individual properties referred to as a grinder pump system (“**GPS**”). The GPS accepts wastewater from one or more sewage-producing structures on your property or an adjoining property (your home or business), grinds the wastewater to a liquid slurry, and then pumps the wastewater to one of the System's main collection lines. A GPS may serve either one or two properties, depending on location of sewage producing structures on a given parcel. The District has adapted a grinder station location policy that defines parameters for a single or shard GPS.

These GPSs, as well as the main wastewater collection lines to which they are connected, will be installed, owned, operated, energized and serviced by the District. The contractor who will be retained by the District to complete the construction of the System will be required to return your property to a like or previous condition per the terms of their contract with the District.

As part of the final phase of the System construction, property owners will be notified by mail that they should connect all required structures capable of producing sewage, on their properties, to the GPS, and to abandon the existing septic system. This connection and septic abandonment cost will be your responsibility. The connection must be made within the required period of time to be determined at the conclusion of the construction phase of the System, but it will be no sooner than 90 days from when you receive notice to connect.

A failure to review and act on this information will not affect your legal obligation to connect any structure(s) capable of producing sewage on your property to the new project. To the contrary, ignoring this letter may significantly impact the financial cost to you to connect to the system.

#### **WHAT IS THE DISTRICT REQUESTING FROM ME?**

At this time, the District is requesting an easement from you to facilitate the construction of the System. *What is an easement?* An easement is the right to use the real property of another for a specific purpose. The easement itself is a real property interest, but your legal title to the underlying land is retained

by you for all other purposes. The District's easement rights would be limited to installation, maintenance and preservation of its equipment associated with the System.

Your property likely already has one or more easements recorded for utilities and possibly other purposes. However, because you have acquired your property before the construction of the System, the District will require a utility easement to install the GPS unit on your property, to connect the GPS to one of the System's main collection lines, to run main collection lines and/or to allow the District's staff and contractors to enter your property to inspect, service, repair and eventually replace any equipment and/or lines over many years to come.

To accomplish this, the District requests both a "Temporary Sewer Construction Easement" and a "Permanent Sewer Utility Easement" from you to the District (together, the "**Easement Agreement**") and attached you will find a copy of the Easement Agreement. Also, attached to the Easement Agreement is a copy of the deed by which you took title to your property.

#### **WHERE WILL THE EASEMENT AND GPS BE LOCATED?**

It is the District's desire to create value and to benefit your property with the installation of the System. Whenever possible, GPSs will be located at or near your property line. The District's engineers will determine the best location to allow for the most economical connection of your property to the GPS. The desire is to place them in a location to allow for a gravity feed from your property to the GPS. While this is the goal, it is not always possible. In addition, to keep costs down for all customers, and except in rare circumstances, a GPS will be located no further from the street/right of way as described in the District's Grinder Station location policy. . Please see the enclosed "Planning for Connection" for more information on this process.

After construction of the System and installation of the GPS upon your property, a 15-foot-wide permanent easement shall remain. More details of this easement are described in the Easement Agreement.

#### **WHAT ARE MY RIGHTS AS A PROPERTY OWNER?**

It is the District's responsibility to inform you of your rights, including your right to request compensation for the easement that the district requires on your property to be included in the construction phase of the System. However, the District believes that the benefits to you connecting to the System exceed the fair value of said easement for many reasons, including but not limited to:

- (a) potential increase in the usable area of your property due to the elimination of the septic system and leach field;
- (b) potential additional options for further development on your property and/or remodeling and expansion of existing structures;

- (c) potential for increased use of garbage disposals, dishwashers, and washing machines or the number of people who can occupy the property due to eased flow restrictions which are commonly found at properties with septic systems;
- (d) the elimination of risks of septic system failure, back-up, and limited capacity;
- (e) environmental benefit for the surrounding bodies of water; and
- (f) potential for increased market-value of your property as well as increased appeal to a larger pool of prospective buyers.

It is our responsibility to provide you the booklet "When A Public Agency Acquires Your Property" to review this booklet regarding your rights, please visit:

<https://www.hud.gov/sites/documents/1041cpd.doc>

#### **WHAT DO I NEED TO DO NOW?**

At this time, The District asks that ALL owners of your property (as named on your deed) carefully review these documents. Once you have reviewed them, please sign the Easement Agreement in the presence of a Notary Public and return it to the District's engineer- Jones Petrie Rafinski Corp at the email address (scanned document) or physical street address noted below:

District email address: [Tippy-Chapman@JPR1Source.com](mailto:Tippy-Chapman@JPR1Source.com)

Physical mailing address: **Tippecanoe and Chapman Regional Sewer District  
c/o Jones Petrie Rafinski  
Attn: Cara Anderson  
325 S. Lafayette Blvd  
South Bend, IN 46601  
  
574-226-8468**

Also, please complete, to the best of your ability, the attached "Property Owner Questionnaire." This will allow the Project engineers to get information on where some of the utilities on your property are located. Your assistance will reduce time and effort on the Project leading to lower costs which can then be passed on to users in the form of lower rates. Please follow the instructions on the enclosed Property Owner Questionnaire to the best of your knowledge. If you have any questions, please feel free to contact the District's Engineer for assistance via email or phone as noted below:



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District Phone number: 574-226-8468

District email address: [Tippy-Chapman@JPR1Source.com](mailto:Tippy-Chapman@JPR1Source.com)

**PLEASE RETURN THE EASEMENT AND PROPERTY OWNER QUESTIONNAIRE TO JPR'S OFFICE BY DECEMBER 1, 2025**

If you would like to discuss any aspect of the installation of equipment and lines on your property or the easement required to do so you may contact the District's Engineer via email or phone as noted above to schedule a meeting or to put you in contact with the appropriate person(s).

For free, or low-cost, **notary services**, please inquire with your bank, local post office, or local college.

Additionally the District anticipates hosting informational meetings where you would be able to discuss questions with regard to your specific property and we anticipate having notary services available free of charge. Dates and Location to be determined

**WHAT HAPPENS IF I DO NOT PROVIDE AN EASEMENT?**

If you fail to or choose not to provide an Easement Agreement to the District to enable your property to be connected to the System, it does **NOT** change your legal obligation to connect your structure capable of producing sewage to the System. Instead, it DOES significantly change your obligation in these ways:

- (a) you may be responsible to procure the GPS at your own expense;
- (b) you will be responsible to procure the materials required to connect the GPS equipment to one of the System lines at your own expense;
- (c) you will be responsible for hiring and paying a licensed contractor to install the GPS on your property and connect the GPS to one of the District's System lines at your own expense; and/or
- (d) unless further action is taken upon installation, you will be responsible for all scheduled maintenance, repairs and eventual replacement of the GPS and other materials and equipment at your own expense (though it's not uncommon to last longer the rated lifespan of a GPS is 8-10 years).

Thank you for reviewing the above information. Please take the time to properly complete the Easement Agreement and Property Owner Questionnaire and either mail or scan/email them both to the address below. You may contact the JPR representatives at any time with further questions. Please note that JPR has a dedicated email and phone number established for this project.

Your cooperation is very much appreciated. An efficient process for getting this phase of the Project completed dramatically decreases costs, which savings are passed on to you the customer.

Respectfully,



Jeffrey Thornburgh  
President, Tippy Chapman Regional Sewer District Board of Trustees

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Utility Easements.docx

[www.hud.gov/relocation](http://www.hud.gov/relocation)

## **Introduction**

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

## **General Questions**

### **What Right Has Any Public Agency To Acquire My Property?**

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

### **Who Made The Decision To Buy My Property?**

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the

project.

### **How Will The Agency Determine How Much To Offer Me For My Property?**

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

### **What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

### **How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

### **Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

## **How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

## **What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

## **Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

## **May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

## **If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally,

this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

### **What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

### **What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

### **What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

## **Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

## **May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

## **Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

## **Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

## **How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

## **Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

## **My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

## **I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

## **Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

## **Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: U.S. Dept. of Housing and Urban Development  
- Office of Community Planning and Development

Address: 77 W. Jackson Blvd. Suite 2401, Chicago, IL 60604-3507

Office Hours:

Telephone Number: (312) 913-8718 Fax Number: (312) 353-5416

Person to Contact: Maureen Thurman

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***Important Information to help you plan your  
connection(s) to the proposed sewer collection system***

The Tippecanoe and Chapman Regional Sewer District's Board of Trustees asks that you begin planning now to connect your home or business to the East Webster Lake service area Wastewater Collection System when completed. While the completion of the Wastewater Collection System may seem a distant reality, planning now for connection will ease the process.

There are several things to consider:

**1. Placement of grinder pump system on your property:** A property owner questionnaire is enclosed requesting that you document, to the best of your ability, where various structures, wells, septic-tanks, and leach fields are located on your property in order to determine the best location for the grinder-pump system to be installed. If you haven't completed this information, please do so as soon as possible. If you did not receive this document, please contact the District's office.

District Phone number: 574-226-8468

District email address: [Tippy-Chapman@JPR1Source.com](mailto:Tippy-Chapman@JPR1Source.com)

**2. Planning for the connection of your home or business to the collection system:** The cost to connect one or more structures on your property to the system will vary from property to property. The District's objective is to keep the cost to you as low as possible and we realize it can be a significant cost in the budget. There are several things you can do to make it easier to accomplish:

(a) Request a site visit- in person or virtual with the Engineer to discuss grinder station placement

(b) Attend one or more informational meetings to be announced.

(c) Consider who will do the work to connect your home or business to the system. Some property-owners have the skills to do it themselves. Installation requires excavation, filling, and crushing of the septic tank and plumbing tasks that are subject to inspection by District.. More information regarding the specific connection requirements can be found on the District's website at the following link: [Tippy-ChapmanRSD.com](http://Tippy-ChapmanRSD.com) . Several things to consider if hiring a contractor:

- i. Qualifications. Have they done work like this before? Experience counts.
- ii. Request estimates from more than one contractor.
- iii. Consider working with your neighbors on a combined job to get the best deal for everyone.

**3. Paying for the cost to connect to the system:** If you don't think you will have the means to pay for the connection work at the time it needs to be done, you may wish to consider



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[www.tippychapmanrsd.com](http://www.tippychapmanrsd.com)

financing it. If so, please speak with a financial professional at your bank or other institution to determine the least expensive way to finance the connection on credit. Also, certain property owners over age 62, OR who make less than a certain annual income limit, may qualify for a construction grant and/or low-interest loan with the Division of Rural Development of the United States Department of Agriculture.

### **Property Owner Checklist:**

1. Submit the Property Owner Questionnaire
2. Review the deed attached to your Easement Agreement as Exhibit A carefully. Please ensure that it is the most current deed of record and includes all of your property in the Service Area
3. Arrange to sign the Easement Agreement document before a Notary Public.
  - (a) Sign your name exactly as it appears on the Easement Agreement i.e. If your middle initial does not appear, do not add it to your signature.
  - (b) If the property owner is incapacitated and you have a Power of Attorney, or the property owner is deceased, and you are the Executor/Personal Representative please submit the appropriate documentation to the District to prove authorization to sign on behalf of the property owner. We will then provide you with a revised Easement Agreement for execution.
  - (c) If your spouse is deceased but is still listed on the deed, please notify Cara Anderson at Jones Petrie Rafinski, as we will need to add a recital to your Easement Agreement. Please provide a copy of the Death Certificate when you return the signed Easement Agreement document.
4. Return the signed Easement to the District Engineer's office.

District email address: [Tippy-Chapman@JPR1Source.com](mailto:Tippy-Chapman@JPR1Source.com)

Physical mailing address: **Tippecanoe and Chapman Regional Sewer District  
c/o Jones Petrie Rafinski  
Attn: Cara Anderson  
325 S. Lafayette Blvd  
South Bend, IN 46601**

Phone Number: **574-226-8468**

5. Begin planning for the cost of connection, capacity charge, and the monthly sewer bill



PO Box 572  
North Webster, IN. 46555  
www.tippychapmanrsd.com

- 
6. Attend an informational meeting regarding this project (At date and location TBD)
  10. Obtain qualifications from contractors
  11. Discuss connection plans with your neighbors
  12. Obtain quotes to perform work
  13. Wait to receive a Notice to Connect letter from the District
  14. Connect to the system (**If you do the work yourself be sure to call 811 to have all utility lines located!**)

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PO Box 572  
North Webster, IN. 46555  
[www.tippychapmanrsd.com](http://www.tippychapmanrsd.com)

Following this page is your Utility Easement Agreement. This document consists of the “Agreement for Temporary Construction Easement and Permanent Sewer Utility Easement” and Exhibit A to this agreement.

Exhibit A should be the last deed of record for your property, if you believe this is not correct please contact the District.

When executing the easement please keep in mind:

**1.) Your signature must be witnessed by a Notary Public (For free, or low-cost, notary services, please inquire with your bank, local post office, or local college.)**

**2.) Please sign your name exactly as it appears. It is typed to correspond with how your name appears on your deed.**

Once Complete, please return the easement to District’s engineer - Jones Petrie Rafinski Corp at the email address (scanned document) or physical street address noted below:

District email address: [Tippy-Chapman@JPR1Source.com](mailto:Tippy-Chapman@JPR1Source.com)

Physical mailing address:

**Tippecanoe and Chapman Regional Sewer District  
C/O Jones Petrie Rafinski  
Attn: Cara Anderson  
325 S. Lafayette Blvd  
South Bend, IN 46601**

Phone Number: **574-226-8468**

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**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT  
AND PERMANENT SEWER UTILITY EASEMENT**

This Agreement for Temporary Construction Easement and Permanent Sewer Utility Easement (the "**Agreement**") is made and entered into by and among (the "**Grantor**"), and the Tippecanoe and Chapman Regional Sewer District, Kosciusko, Indiana (the "**Grantee**" or "**District**"), under the circumstances set forth below.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of a tract of real estate located in Kosciusko County, Indiana, the legal description of which, contained in the deed, is attached hereto as "Exhibit A" and recorded in the office of the Kosciusko County Recorder as Document Number (the "**Real Estate**");

**WHEREAS**, Grantee desires to install, maintain, or have access to sewer utility facilities, including, but not limited to, underground main line, lateral lines, air release valves, manholes, gravity sewer lines, a residential pump station, lift stations, electrical conduit, control panel, and all related components (the "**Facilities**") upon the Real Estate to serve the permanent structures located thereon and adjacent thereto; and

**WHEREAS**, Grantee also desires to construct, install, operate, control, maintain, reconstruct, remove, and have access to an underground sanitary sewer line, air release valves, manholes, and related facilities upon the Real Estate to serve other properties and the District's sewage collection system (the "**Line**").

**NOW, THEREFORE**, in consideration of the recitals above, the covenants contained herein, the installation by the District of a grinder pump (or shared grinder pump) connected to the District's sewage collection system capable of serving the Real Estate (upon the Grantor's connection thereto), and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee mutually agree as follows:

1. **Recitals**. All recitals set forth above are included in their entirety in this Agreement and made a part hereof.
2. **Grant of Temporary Construction Easement**. Grantor, as the owner of the Real Estate, grants, transfers, and conveys to Grantee, its successors and assigns, temporary rights-of-way and easements to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, and remove the Facilities and the Line over, on, across, under, and through the Real Estate and any land described as a private road over which the Grantor has a right of ingress and egress (the "**Construction Easement**"). It is the intent that all work within the Construction Easement area shall not interfere with or cause harm to any existing improvements, drainage, structures, or landscaping. To the extent it does interfere or to the extent there is a disturbance, the District shall restore all areas of the Real Estate disturbed pursuant to the District's use of this Construction Easement to "as good as" condition as the Real Estate was in immediately preceding use of the Construction Easement as is reasonably possible.

3. **Termination of Construction Easement.** The Construction Easement shall be null, void, and extinguished upon the later of: (a) two (2) years from the commencement of the installation of the Facilities or Line by the District, (b) upon the connection of the Facilities installed by the District to the permanent structure being served by said Facilities, or (c) completion of the installation of the Line and connection to the wastewater collection system. Upon such termination of the Construction Easement, Grantee agrees, upon request of Grantor, to provide any waiver, release, or other document reasonably necessary to provide further evidence to any interested party that the Construction Easement no longer burdens the Real Estate.
4. **Grant of Permanent Sewer Utility Easement.** Upon the termination of the Construction Easement, or if the Facilities or Line have already been constructed, Grantor grants, transfers, and conveys to Grantee, its successors and assigns, a permanent easement to erect, construct, install, lay, use, operate, inspect, repair, maintain, replace, or remove the Facilities or the Line over, on, across, under, and through a portion of the Real Estate (the "**Permanent Easement**"). The location of the Permanent Easement shall extend seven and one-half (7.5) feet on all sides of the Facilities and Line installed by the District or by others and transferred to the District. In the event that seven and one-half (7.5) feet of easement area is not available on each side of the Facilities or Line because of a condition of the Real Estate, including, but not limited to, the location of a property line or a previously placed structure or obstacle, the Permanent Easement shall be fifteen (15) feet in total width measured from the limiting condition of the Real Estate and extending in the opposite direction fifteen (15) feet. In addition, Grantee shall have the right of ingress and egress over the Real Estate, any land described as a private road over which the Grantor has a right of ingress and egress, and adjacent lands of Grantor (and all successors and assigns) as may be necessary from time to time to serve the purposes of this Permanent Easement.
5. **Assignment to Adjacent Property Owner.** In the event there is, or there is anticipated to be, now or at any time in the future, a shared grinder pump located upon the Real Estate (installed or to be installed in the Permanent Easement), Grantee may assign, but also retain for itself, all of its rights in the Construction Easement or the Permanent Easement granted herein to the owner of adjoining real estate solely for the purpose of allowing said real estate (and improvements thereon) to connect to or caused to be connected to the Facilities or Line, including but not limited to, an electrical power line or supply from said owner's real estate to a grinder pump or other Facilities located on Grantor's Real Estate within the Construction Easement or the Permanent Easement.
6. **Scope of Permanent Easement.** Grantor shall have the full right to use the surface area of the Permanent Easement granted herein for purposes not inconsistent with Grantee's full use of the rights granted herein. In addition, Grantor shall not construct, erect, place, or allow any obstacles, obstructions, buildings, structures, permanent pavement, landscaping, fences, or other improvements (the "**Improvements**") on, over, under, or within the

Permanent Easement. In the event that Grantor violates the provisions of this Paragraph, the following shall apply:

- (a) The Grantor shall be liable for any damage done to the Improvements, including the replacement or repair of such Improvements if in maintaining the Facilities the Grantee has damaged the Improvements. The Grantee is indemnified and held harmless as to any such damage or loss;
- (b) The Grantor shall be liable for any damage to the equipment of Grantee so caused by the removal of the Improvements in the course of maintaining the Facilities or the line located under the Permanent Easement; and
- (c) The Grantor shall be liable for and pay any additional expense (including but not limited to the cost for the use of any unique or specialized equipment required by the nature of the Improvements) incurred by the Grantee in exercising its rights hereunder due to any obstruction caused by the Improvements.

Notwithstanding the above, Grantee retains, at all times, the right to require the Grantor to remove, or Grantee may remove itself and charge Grantor for the cost of said removal, any Improvements placed upon the Permanent Easement.

- 7. **Grantee's Rights.** The Grantee may, without liability, enter into the Permanent Easement and the Real Estate, take all steps deemed reasonable by the Grantee to maintain the Permanent Easement granted herein and to protect the Facilities, the Line, and related improvements which may be installed thereon. Such steps may include, but are not limited to, the removal of any Improvements, trees, bushes, landscaping, and items that may in any way affect the operation of the Facilities or the Line. Grantor shall retain ownership of any items removed.
- 8. **Warranty of Grantor.** Grantor warrants and represents that Grantor is the fee simple owner of the Real Estate and the person or persons executing this Agreement on behalf of Grantor represent and warrant that they are fully empowered to execute and deliver this Agreement. Furthermore, Grantor represents and warrants that it is and shall be bound by the requirements and obligations of Grantee's ordinances as promulgated and amended from time to time.
- 9. **Ownership of Facilities and Line.** At all times, Grantee shall be deemed to own all Facilities and Lines installed or to be installed upon the Real Estate.
- 10. **Binding Effect.** This Agreement and the grants hereunder shall be binding upon the heirs, personal representatives, beneficiaries, successors, or assigns of the Grantor and shall run with the land.
- 11. **Non-Waiver of Grantee's Rights.** Grantee may enforce the terms of this Agreement at its discretion. If Grantor breaches any term of this Agreement and Grantee does not exercise its rights under this Agreement, Grantee's forbearance shall not be construed to

be a waiver by Grantee of such breach, of any subsequent breach of such term, of any other term of this Agreement or of any of Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Agreement.

12. **Waiver of Appraisal and Statement of Easement Donation.** Grantor herein acknowledges being previously furnished a link to the booklet **"When A Public Agency Acquires Your Property"** on or about Date, 20\_\_, and understands that the Grantor is hereby waiving certain rights afforded by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. This grant is made to the District for its sanitary sewer project without any coercive action of any nature, and Grantor desires to donate the Construction Easement and Permanent Easement to the District.

*Signature Page to Follow*

IN WITNESS WHEREOF, the Grantor has executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_

**[Insert Name(s) exactly as appear on Deed or evidence of Title]**

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

Before me, a notary public in and for said County and State, personally appeared **[Insert Name(s) exactly as appear on Deed or evidence of Title]** who acknowledged the execution of the foregoing on behalf of said Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

A resident of \_\_\_\_\_ County

\_\_\_\_\_  
Notary Public (signature)

Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (printed name)

IN WITNESS WHEREOF, the Grantee has caused this Agreement to be executed in its corporate capacity by its duly qualified and acting President, Jeffrey Thornburgh, who says that he is the duly qualified and acting President of the Board of Trustees of the Tippecanoe and Chapman Regional Sewer District, Kosciusko County, Indiana.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TIPPECANOE AND CHAPMAN  
REGIONAL SEWER DISTRICT

By: \_\_\_\_\_  
Jeffrey Thornburgh, President

ATTEST:

\_\_\_\_\_  
Kim Hathaway, Secretary

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a notary public in and for said County and State, personally appeared Jeffrey Thornburgh, President of the Board of Trustees of the Tippecanoe and Chapman Regional Sewer District, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated that any representations therein contained are true.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

A resident of \_\_\_\_\_ County

\_\_\_\_\_  
Notary Public (signature)

Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (printed name)

Return Original to:  
JPR-Cara Anderson  
325 S. Lafayette Blvd.  
South Bend, IN 46601

*This instrument was prepared by Andrew D. Boxberger, Attorney at Law, Attorney No. 23515-02. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this instrument, unless required by law –*  
*Andrew D. Boxberger*