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I certify that a copy of the foregoing document was served on March 5, 2021, upon the following through e-service using the Indiana E-Filing System to all counsel of record.

/s/ Alan M. Hux
ALAN M. HUX

**DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER
INDIANAPOLIS, INDIANA**

**EAST SHORE CONSERVANCY DISTRICT
REVIEW OF THE PROPOSED DISTRICT PLAN
March 4, 2021**

Background

The East Shore Conservancy District is located on Lake Maxinkuckee which is a public freshwater lake located in Marshall County. The District is located near the Town of Culver in Sections 15, 22, 27 of Union Township 32 North and Range 1 East.

The East Shore Conservancy District (District) was ordered established by the Marshall County Circuit Court (Cause No. 50001-1908-MI-000071) on June 15, 2020.

The District was established for the purposes of: (1) providing for the collection, treatment, and disposal of sewage and other liquid wastes; and (2) operation, maintenance, and improvement of works of improvement.

Activities to accomplish these purposes are described in a District Plan adopted by the District Board and submitted to the DNR – Division of Water for review. The primary activities proposed include maintenance and upgrades to the existing wastewater collection system acquired from the East Shore Corporation (Business Entity #1999011031).

The proposed District plan was approved by a majority of the District Board and submitted to DNR on October 10, 2020.

Authority

According to the Indiana Conservancy Act (IC 14-33-6-2): A district plan consists of an engineering report that sets forth the general, comprehensive plan for the accomplishment of each purpose for which the district was established.

A district plan must contain the following:

1. Descriptions of the following:
 - A. The physical nature of the district.
 - B. The problems confronting the district.
 - C. The works of improvement needed.
 - D. The location of the works of improvement.
 - E. The benefits to be derived from the improvements.
2. Maps, preliminary drawings, and estimates of costs based upon preliminary engineering surveys and studies.
3. Copies of agreements or other arrangements with other persons or governmental agencies with respect to the financing, construction, maintenance, and operation of any of the works of improvement proposed in the plan.

According to Chapter 6, Section 4 of the Indiana Conservancy District Act (IC 14-33-6), the Commission is directed to review the district plan. The Commission shall approve the plan provided that any other State agency having authority regarding the purposes of the district has approved such part or parts of the plan, and that the Commission finds the plan will accomplish in an economical manner the purpose or purposes for which the district is established.

The nonrule policy document developed by the Natural Resources Commission [Information Bulletin #36, (10th Amendment) posted to the Indiana Register as 20181128-IR-312180514NRA (November 29, 2018)], delegates authority to approve or disapprove a district plan from the Natural Resources Commission to the Director of the Division of Water.

Pursuant to the nonrule policy document, the following guidelines are established for the Division of Water review:

1. The Division will assist the board in identifying licenses likely to be required to implement the district plan.
2. The Division will review and give due consideration to comments and alternative proposals, which may be submitted by other interested parties.

Under the Indiana Conservancy Act (IC 14-33-6-4), the Division shall approve a plan if the following conditions are met:

1. Any other state agency having administrative jurisdiction over certain purposes of the district has approved that part of the plan.
2. The Division finds the plan will accomplish in an economical manner the purpose or purposes for which the district is established.

General Findings

To achieve the purposes for which it was established, the District intends to acquire the assets of East Shore Corp. (Business ID #1999011031) which is the current owner and provider of wastewater services to 102 freeholders in the District. The remaining 28 freeholders remain on septic or the lots are not yet improved. The transfer of assets to the District will be the initial task of the Board once the plan is approved.

Several state and local agencies appear to have jurisdiction over the operation of the wastewater system and the proposed works of improvement to maintain the acquired infrastructure. These agencies include IURC, ISDH, and IDEM. The IURC has asserted statutory authority over the East Shore Corp. regarding the transfer of assets. Ind. Code § 8-1-2-83. However, the IURC stated at establishment that it has no jurisdiction over rates and charges of the District for service within its boundaries.

One of the primary regulatory agencies, IURC, provided extensive review comments in the attached letter to DNR dated November 13, 2020. Issues involving the ownership of assets and the transfer/purchase of those assets were identified. Additionally, the IURC noted that the timetable in the proposed plan is unattainable as it does not reflect the time required for the IURC to approve transfer/purchase of assets.

DNR staff determined that the District Board should have opportunity to address the IURC concerns. Therefore, review activities were placed in abeyance on December 15, 2020, until the Board had opportunity to update the timetable and address the substantive concerns raised by the IURC.

The concerns identified by the IURC related to the status of East Shore Corp. were clarified by their Attorney David McGimpsey, in a letter sent directly to the IURC dated November 30, 2020 and copied to DNR.

On January 7, 2021, a letter addressing the IURC concerns along with supplemental materials that included a revised timetable was received by DNR from the District through Attorney Alan Hux.

Review of the District Plan resumed on January 11, 2021, with the understanding by the District that IURC will raise its concerns when the agency begins its own proceedings that are required to consider the transfer of East Shore Corp's assets and revocation of East Shore Corp's Certificate of Authority.

The proposed District Plan does not properly identify the East Shore Corp. from which the assets would be purchased. This concern was addressed by the District and East Shore Corp. in their letters dated 12/30/2020 and 11/30/2020, respectively. The original East Shore Corp. was able to be reinstated due to a temporary suspension of the time limit for corporate reinstatements from administrative dissolution because of this year's public health emergency. This reinstatement resolves IURC staff's concerns regarding East Shore Corp., its corporate status, and the ownership of the utility assets.

East Shore Corp. has received an offer to purchase all its assets from the District via an Option to Purchase agreement. That agreement was presented to the members of East Shore Corp. for approval. If the membership approves the Option to Purchase agreement, East Shore will then be able to petition the IURC for approval to transfer its assets and to cancel its Certificate of Authority.

The District Board acknowledged through counsel, that the East Shore Corp. has signed an 'Option to Purchase' agreement with the District which is contingent upon approval from the IURC. This agreement can move forward to the IURC once the proposed District Plan is approved.

Based on the response from the District, approval of an asset purchase agreement, and on guidance from the IURC, the Division determined that it is not necessary to delay approval of the District Plan since the concerns raised in the review comments were remedied.

Economic Feasibility

Without the activities of the District to achieve the purposes for which it was established, the freeholders would be without reliable sewage treatment service. The 102 existing system customers and the total of 130 homes in the District boundaries appear to be sufficient to fund and support the operation and maintenance of the current system.

The plan identifies that rates and charges will be determined by the Board following the statute guidelines (IC 14-33-5-21). Funding for the initial project, to acquire the assets from East Shore Corp., is proposed to be obtained from the Indiana State Revolving Fund, Exceptional Benefits Assessments, and/or Special Benefits Assessments, and/or user fees.

Since final costs of asset acquisition from East Shore Corp. are yet to be determined, DNR relied on the estimated costs for purchase and operations submitted in the District Plan (Exhibits 7 & 8).

On February 11, 2020, the East Shore Corp. entered into a Sewage Treatment Agreement with the Town of Culver for the treatment of sewage collected within the District and transported to the Town of Culver. This agreement stipulates (Exhibit 5) that "it is contemplated that the assets of East Shore Corp. will be transferred to the District" and following establishment the "agreement be assigned to the District."

Based on the Culver agreement, the District cannot exceed a maximum daily flow of 41,000 gallons per day and an instantaneous flow rate not to exceed 200 gallons per minute at the connection site. Additionally, the Agreement states that the District shall pay the Town a monthly meter fee (\$680) plus a metered, wholesale bulk rate per gallon (\$5.24 per 1000 gallons).

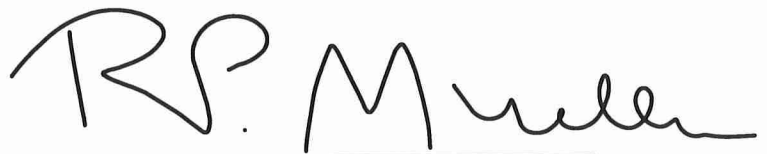
Monthly rates and charges will be utilized to cover the capital costs. It is anticipated that each freeholder with waste producing systems not currently connected to the District's system will do so in a reasonable time. The District will utilize the most cost-effective financing available under IC 14-33-7-14.

The operation and maintenance costs for the District's collection system are estimated to be \$366,744 annually. Items included in this estimate are operation, maintenance, and debt reduction.

The proposed District Plan describes adequately how the Board will accomplish its purposes in an economical manner.

Approval of the District Plan for the East Shore Conservancy District is granted this March 4, 2021, with the following findings:

1. The District Plan meets the requirements of IC 14-33-6-2 of the Indiana Conservancy Act.
2. The District Plan has been reviewed by the Division of Water of the Department of Natural Resources.
3. The activities proposed in the District Plan appear to be the best alternative for current and future freeholders, even though future residential connection fees and freeholder costs to service the initial debt may be considered excessive.
4. The District Plan submitted by the East Shore Conservancy District has been coordinated with the Indiana Department of Environmental Management, Indiana Utility Regulatory Commission, and the Indiana State Department of Health.
5. This approval is only granted under IC 14-33, the Indiana Conservancy Act, and as such does not relieve the Conservancy District of the responsibility of obtaining future permits, approvals, easements, etc. as required by other federal, state, or local regulatory agencies.



Ryan P. Mueller, P.E.
Director, Division of Water

RPM/RRM/KES/DPN/DJS

EAST SHORE CONSERVANCY DISTRICT

DISTRICT PLAN

Along the East Shore of Lake Missinichee, Ellettsville, Ind.



MARSHALL COUNTY, INDIANA

OCTOBER 2020

RECEIVED

OCT 14 2020

DNR

EAST SHORE CONSERVANCY DISTRICT

DISTRICT PLAN

MARSHALL COUNTY, INDIANA

October 10, 2020

Prepared pursuant to the Indiana Conservancy Act,
I.C. 14-33 et seq., as amended.

Prepared by:

Board of Directors:

William F. Steck III, Chairman
James Bremner, Vice Chairman/Financial Clerk
Brian Welch, Secretary
Whitney Johnson, Member
Peter Cleveland, Member

Alan M. Hux, Taft Stettinius & Hollister LLP, Attorney

Mark Sullivan, Midwest Engineers, Inc., Engineer

District Plan

East Shore Conservancy District

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- Exhibit 2: Court Order Establishing District
- Exhibit 3: Appointment of Initial Board of Directors
- Exhibit 4: District Map and Area Maps
- Exhibit 5: Agreement with Town of Culver to provide Treatment for Wastewater
- Exhibit 6: Map of New Force Main
- Exhibit 7: Cost Estimate
- Exhibit 8: Estimate of Cost of Operation, Maintenance and Replacement

1. INTRODUCTION

The East Shore Conservancy District's District Plan (the "District Plan") is a plan for (1) providing for the collection, treatment and disposal of sewage and other liquid wastes and (2) operation, maintenance and improvement of works of improvement. The activities described in this District Plan will be carried out by East Shore Conservancy District pursuant to Indiana Code § 14-33-1-1, et seq., the Indiana Conservancy District Act (the "Act").

1.10. Purpose of East Shore Conservancy District Plan

The Board of Directors (the "Board") of the East Shore Conservancy District (the "District") has adopted this District Plan to comply with its obligations under IC 14-33-6-1 and to set forth the plan by which it will accomplish the purposes for which the District was established as set forth in a duly adopted resolution of the Board (Exhibit "1").

1.20. Authority

The District was established by order of the Marshall Circuit Court on June 15, 2020 (the "Order of Establishment"). (Exhibit "2") No appeal of the Order of Establishment was filed. The Board of Directors was appointed on July 6, 2020. (Exhibit "3") Indiana Code 14-33-6-1 requires that the Board immediately after the organizational meeting to commence preparation of the District Plan to accomplish the purpose for which the District was established. The preparation of this District Plan is dictated by and pursuant to the authority of I.C. 14-33-6. The Board of Directors authorized its attorney, Alan M. Hux, together with Midwestern Engineers, Inc. to assist the Board in the preparation of this District Plan.

1.30. Scope of the District Plan

The District Plan provides for the acquisition of works of improvement to accomplish all of the purposes for which the District was established. This District Plan includes descriptions of the physical nature of the District, the problems confronting the District, the works of improvement needed, the location of those works of improvement, the benefits to be derived from the acquisition of improvements; District maps; estimates of costs based upon projected costs; and copies of agreements or other arrangements with other persons or governmental agencies, description of maintenance, and operation of the works of improvement. This District Plan also includes cost estimates needed to implement the District Plan. The District Plan is based on the outline provided by the Indiana Department of Natural Resources in its “Guide to the Preparation of a District Plan.”

1.40. General Data on District

1.41. Establishment of District

The East Shore Conservancy District, Cause No. 50C01-1908-MI-000071, was established by Order of the Marshall Circuit Court on June 15, 2020. No appeal was filed. On July 6, 2020, the Marshall County Board of Commissioners appointed the hereinafter named individuals as the first members of the Board: to represent the Areas and for the terms as hereinafter set forth (Exhibit “3”):

<u>Area</u>	<u>Board Member</u>	<u>Term to Expire</u>
1	Peter Cleveland	Annual Meeting 2023
2	Whitney Johnson	Annual Meeting 2022

3	William F. Steck III	Annual Meeting 2024
4	Brian Welch	Annual Meeting 2024
5	James Bremner	Annual Meeting 2021

At the initial Board of Directors meeting the following officers were elected:

William F. Steck III – Chairman

James Bremner – Vice Chairman/Financial Clerk

1.42. Area Included in the District

The District generally includes the freeholds fronting and across East Shore Drive along the east shore of Lake Maxinkuckee. (See Exhibit “4”) Maps of the District Areas are also provided in Exhibit “4”.

1.43. Purposes for which the District was Established

The East Shore Conservancy District was formed for the purpose of providing for collection, treatment, and disposal of sewage and other liquid wastes, and the operation, maintenance and improvement of District works of improvement as provided in IC 14-33-1-1(5) and (9).

1.44. Reasons for the Establishment of the District

a. The District was established to deal with the problems associated with an aging constructed wetlands sewage disposal system owned and operated by East Shore Corp. and serving homes adjacent to and near Lake Maxinkuckee and being customers of East Shore Corp., a non-profit corporation formed to provide sewer services to

members. The District consists of 130 residential homes and 19 future buildable lots. East Shore Corp. serves 102 customers and prior to the construction of a new force main from its drip field to the Town of Culver's wastewater collection system maintained the wetlands drip system. The wetlands drip system was put into operation in 2000 but due to plugging of the system from iron fouling, the State Board of Health issued an Order in 2019 declaring the existing drip irrigation system could no longer be allowed to function and it would not permit a long term use of the existing drip field.

b. The freeholders owning property within the District's boundary acknowledged the need to have an entity with the necessary powers to provide for the long-term solution for collection, treatment, and disposal of sewage generated in the District, to provide a reliable and economical alternative to finance the needed facilities, and to provide an entity capable of providing long term reliable operations and maintenance of sewage collection and treatment. The East Shore Conservancy District was formed to provide for the collection, treatment and disposal of sewage and other liquid wastes generated within the District and to provide an adequate and reliable funding stream to carry out the District's purposes. The East Shore Conservancy District will use funding methods permitted by I.C. 14-33-1 et seq., as required, to provide the necessary funds to carry out the purposes of the District.

2. DESCRIPTION OF EAST SHORE CONSERVANCY DISTRICT

2.10 General Description

Lake Maxinkuckee is located in Union Township in southwestern Marshall County, Indiana. The District is located along the east shore of Lake Maxinkuckee. The Town of

Culver is located just west of the District, but is not within the District's boundaries. The District includes land in Sections 14, 15, 16, 22, 23 and 27 Range 1 East Township 32 North, Union Township, Marshall County.

2.20 Physical Data

The customers now being served by the works of improvement owned by East Shore Corp. cannot be served by on-site wastewater systems. These lots are not large enough to accommodate on-site systems and the systems are too close to Lake Maxinkuckee. Since East Shore Corp.'s wetlands drip field cannot be used or moved, the only viable alternative was to connect to the Town of Culver's wastewater treatment plant. Many of the lots within the District adjacent to Lake Maxinkuckee are only a few feet above Lake Maxinkuckee's water level. Homes across East Shore Drive are not adjacent to Lake Maxinkuckee and are typically higher than the road, but some are less than thirty feet above lake level.

2.30 Economic Description

a. The District is a typical lake development with low full-time population but high summer population. The District does not anticipate servicing any neighboring areas. There are 130 existing residential homes and 19 buildable lots within the District. Because only 19 buildable lots remain in the District, the District's population is not expected to increase dramatically.

b. The Lake Maxinkuckee area is bounded by State Road 110 to the south, State Road 10 to the north, State Road 17 to the west, and State Road 117 to the east. The Town of Culver is nearby to the north, and is home to Culver Academies, an independent college

preparatory school. Fort Wayne, Indianapolis, and Chicago are each approximately a two-hour drive from the District.

c. The District is located in an unincorporated area of Marshall County, which is served by a 3-member board of county commissioners.

3. DISTRICT PROBLEMS

3.10 Wastewater

The problem facing the District's freeholders is a result of the failure of East Shore Corp.'s wastewater treatment system in the summer of 2019 and an Order to Abate issued by the Marshall County Health Department and continuing use of aging septic system along the lake shore. East Shore Corp. has operated a constructed wetlands system for the sewage treatment needs of its customers, now freeholders, in the District. This system was permitted by the Indiana State Board of Health and started operation in 2000. The initial drip field was functional from 2000-2010, but due to plugging of the small holes in the drip field tubing, the drip field was replaced. Also, the drip field had reached its useful life of being able to receive additional wastewater and needed to be moved. The 2010 newly constructed drip field functioned within Board of Health requirements until 2019 when again the system experienced plugging due to iron fouling. The Indiana State Department of Health determined an additional long-term drip irrigation field would not be allowed at the current site, which rendered East Shore Corp.'s system unusable. Also, residences in the District not connected to a public wastewater collection and treatment system pose an environmental threat to Lake Maxinkuckee. Existing septic systems currently being utilized are aging and are feared to be contributing discharge to Lake Maxinkuckee.

Because East Shore Corp. did not have the ability to reasonably finance necessary improvements, the District was formed as an entity capable of providing long-term financing capabilities to connect East Shore Corp.'s existing collection system to the Town of Culver's wastewater treatment plant. Because of the complete failure of East Shore Corp.'s treatment facilities, East Shore Corp. and petitioners negotiated a treatment agreement with the Town of Culver which will be assigned to the District upon the District's purchase of East Shore Corp.'s assets.

3.20 Operation and Maintenance

The facilities contemplated by this District Plan will require funding of the ongoing operational and maintenance costs. There needs to be a readily enforceable, reliable method of collecting rates and charges and potential levies from the users of the District's system to fund the District's system operational and maintenance costs and long-term debt. The District will also be required to pay the Town of Culver to treat wastewater collected within the District. (See Exhibit 5 – Town Agreement)

4. CAUSES OF PROBLEMS

The District's wastewater problems are caused by the failure to East Shore Corp.'s drip field failure and the lack of reasonable financing alternatives available to East Shore Corp.

5. WORKS OF IMPROVEMENTS

5.10 Existing Works of Improvements

The existing works of improvements which will be purchased by the District consists of a low-pressure collection system to which individual grinder pump basins owned by the

customer are attached. The existing low pressure collection system transports the collected sewage to a newly constructed lift station. This new lift station pumps all sewage flows to the Town of Culver through a newly constructed 6 inch force main. The design and construction of the force main was approved by the Indiana Department of Environmental Management and is operational. The pumping system includes an air release system, valves, flow metering, odor control and a standby generator for emergency power.

5.20 Improvements Desired by the People

The District's freeholders desire their residences be serviced by reliable and reasonably financed wastewater treatment facilities. Lake Maxinkuckee is attractive as a summer vacation destination, and offers boating, fishing, and swimming in warm-weather months, and ice-skating and ice-fishing in cold-weather months. Because the well-being of the District depends on the environmental well-being of Lake Maxinkuckee, the freeholders are supportive of a comprehensive solution to the District's problems. Several meetings were held concerning the sewage treatment and financing issues and the alternatives available to the people.

5.30 Proposed Program of the District

The petitioners retained the service of Midwestern Engineers, Inc. to present a Wastewater System Improvement Preliminary Engineering Report to provide alternatives and recommendations to solve the problems facing the freeholders. The District has relied on the technical and professional expertise of local health officials and engineering firms to compare and evaluate alternatives. The only viable alternative was to pump wastewater produced in the District to the Town of Culver's wastewater treatment plant for treatment.

Because East Shore Corp.'s existing drip field was unusable, an emergency existed which required wastewater being generated to be pumped from East Shore Corp.'s holding tanks and hauled to the Town of Culver wastewater treatment plant for treatment and disposal at a cost of 12 cents per gallon equating to an average monthly cost of \$34,223.00. The Petitioners prevailed upon East Shore Corp. to fund the engineering and to construct a lift station and force main to the Culver treatment plan using public bidding procedures and processes. It was the intent of the Petitioners that once the District was formed to negotiate the purchase of East Shore Corp.'s assets at a cost not to exceed the average of two appraisals as provided by statute.

5.31 Nature of the Works of Improvement

Low pressure grinder pump sewer collection systems are common in lakeside communities. Such a system is already installed and serves the customers of East Shore Corp. Wastewater from individual homes is fed into a grinder pump unit located at the residences. Each grinder pump unit discharges to East Shores Corp.'s collector main. The collection main transports the wastewater to the newly constructed lift station. The new lift station connects to a 6 inch force main which was constructed in the right of way of local roads and is connected to the Town of Culver's wastewater collection system. The District's wastewater will be treated at the Town of Culver's wastewater treatment plant pursuant to a contract between East Shore Corp. and the Town which contract will be assigned to the District. (Exhibit 5) Each East Shore customer was responsible for the cost of installing the grinder pump unit, connection of the home to the grinder pump and connection to the low pressure main, the electricity costs required

to operate the grinder pump unit and maintenance of the grinder pump unit. New customers connecting to the District's system will be responsible for these same costs. The District will be responsible for the costs of operating, and maintaining the network of low pressure collection mains, lift station and new force main, and the costs charged by the Town of Culver for treating wastewater generated in the District. The District's costs will be paid from user fees or any other means of producing District revenues as permitted by statute.

5.32 Location of Works of Improvement

A new lift station is located at the site of East Shore Corp.'s abandoned treatment facilities. The new 6 inch force main is installed within the county right-of-way to a point of connection to the Town of Culver's wastewater collection system. The location for the new force main and the point of connection with the Town of Culver's wastewater collection system are shown on Exhibit 6.

5.33 Scope of the Proposed Program

- a. The objective of this District Plan is to provide a long term sustainable financial base together with operational and maintenance solutions while providing the existing customers of East Shore Corp. and the future customers of the District the most reasonable cost of sewer service. This program satisfies the desires of the District's freeholders. There are limited buildable lots within the District's boundaries thus, additional demand requiring system expansion is not expected.
- b. Immediately upon approval of this District Plan the District will seek approval of the Indiana Utility Regulatory Commission ("IURC") to acquire the assets of East

Shore Corp. and cancel the existing CTA. Upon receipt of IURC's approval, the District will proceed to acquire the assets of East Shore Corp. and finance the acquisition through the Indiana Finance Authority, all of which would not have been possible without the establishment of the District.

5.34 Purposes Satisfied by the Proposed Acquisition of Works of Improvement

a. The District's purpose for providing for the collection, treatment and disposal of sewage and other liquid wastes will be satisfied by the purchase of the assets of East Shore Corp., the assumption of the rights and obligations of the Agreement with the Town of Culver (Exhibit "5"), and the connection of existing homes on septic systems via grinder stations to the District's system. Ultimately, all sewage and other liquid waste from the homes in the District will be transported to the Culver Wastewater Treatment Plant.

b. The District's purpose of operation, maintenance and improvement of the District's works of improvement will be satisfied by implementing rates and charges, together with other revenue producing means, to cover the costs of ongoing operational and maintenance needs.

5.40 Property to be Benefited

All property within the District will be benefited as a result of the implementation of this District Plan. The establishment of the District to facilitate the purchase of the assets of East Shore Corp. was the only viable financial alternative available to the freeholders to provide economical sewage disposal service to the freeholders of the District. The emergency measures taken by East Shore Corp. were enabled by the pending establishment

of the District. By purchasing the assets of East Shore Corp. and operating and maintaining the works of improvement, the District can avoid health hazards and further environmental degradation. In addition, Lake Maxinkuckee, all other users of Lake Maxinkuckee and all adjacent landowners will be benefited by the decommissioning of the existing constructed wetlands field and providing a long term sewage treatment solution. Also, the entire region, dependent upon Lake Maxinkuckee's attraction, will benefit by the elimination of discharge or seepage of sewage and other liquid wastes into the lake from the wetlands drip field and septic systems within the District.

5.50 Property to be Taken or Damaged

Based on the agreement with the Marshall County Commissioners, the force main was installed in public rights of way along the public roads and streets. The District does not anticipate the taking of any property. Each individual homeowner has and will continue to be required to maintain their own existing grinder station and connection to the District's collection system. Any new customers will be required to install their own grinder station and connection to the collection force main which installation may cause damage to their landscaping.

5.60 Environmental Benefits

Lake Maxinkuckee and all who use the lake will be benefited by the elimination of the constructed wetland system drip irrigation field, which treated wastewater discharges produced within the District and by the future elimination of existing septic systems. The District will improve the environment and increase the safety of using Lake Maxinkuckee.

6. ESTIMATED COST OF THE PROGRAM

6.10 Estimated Cost of the Implementation of the District Plan

The estimated cost of implementing the District Plan includes but is not limited to the purchase of treatment capacity from the Town of Culver and the actual cost of the recently constructed line to the Town of Culver, the average of two appraisals of the old line on East Shore Drive and the other assets owned by East Shore Corp., all estimated, not to exceed \$2,100,000.00. This estimate is set forth on Exhibit 7. The costs of implementing the District Plan will be paid directly by the District. It is anticipated that user rates and charges will be associated with the cost of implementing the District Plan. This is consistent with other similar Districts, however the Board reserves the right, in the future, to make assessments permitted by I.C. 14-33-1 et seq. to pay for the costs associated with purchasing the assets of East Shore Corp. and the operation and maintenance of the District's system.

6.20 Estimated Cost of Operation and Maintenance

The estimated annual cost of operation and maintenance of the District's facilities will be as outlined in Exhibit 8.

7. CONSERVANCY DISTRICT FINANCE

a. The District will have the authority to levy annual special benefit taxes and make exceptional benefits assessments, assess fair and reasonable user fees, charge fair and reasonable connection charges, accept gifts from any source, and accept money from the federal or state governments. The District can borrow monies, issue, negotiate and sell bonds as the Board determines necessary to carry out the District Plan. Presently, the Board

expects to pay for the purchase of the works of improvements by borrowing funds from the Indiana Finance Authority or any other institution which the Board deems to be in the best interest of the freeholders. The Board expects to repay the funds borrowed through a combination of special benefits taxes in year one or longer if necessary, exceptional benefit assessments for capital costs to be levied against each freehold within the district and rates and charges should the Board ultimately decide to take exception to the Board of Appraisers' Report as to unimproved lots. The Board expects to require any freeholder with a home located adjacent to Lake Maxinkuckee and not connected to the District's sewage system to connect all wastewater producing structures to the District's system within a reasonable time as determined by the Board after the District's date of purchase of the sewage system. The Board presently intends to collect an amount equal to the exceptional benefit assessed to other freeholds by charging a capital charge as set forth in the District's Rate Resolution for any unimproved parcel not on Lake Maxinkuckee at such time as the owner of the structure makes an application for sewer services.

b. In addition, the District will have the authority to acquire necessary land rights, construct, inspect, operate and maintain the District's system. If necessary, the District will initiate condemnation proceedings.

c. The Board, pursuant to the authority of I.C. 14-33-7-7, authorized borrowing from East Shore Corp. the sum of One Hundred Thousand Dollars (\$100,000.00) to finance the costs of establishing the District, including general, legal, engineering and administrative costs and costs incident to preparing this District Plan. It is the intent to repay East Shore Corp.

any monies advanced at closing of the purchase of assets with funds from the long term financing.

d. Also, the Board, pursuant to the authority of I.C. 14-33-7-14, anticipates negotiating with a bank or savings association licensed to do business in Indiana for an interim loan to finance the costs incident to purchasing the assets of East Shore Corp. and interim operational costs. These interim funds will be repaid by the funds from an anticipated bond issue or by any combination of funding sources as provided by statute or this District Plan. The District will utilize the most cost-effective financing available to it at the time financing is secured.

8. BENEFIT FROM PROGRAM

8.10 Benefits to Properties within and without the District

The public health, safety and welfare of those in the District and outside the District will be served by the program set forth in this District Plan. It is expected that the health and safety of all residential sites presently within the District's boundaries will be benefited by having reliable and affordable sanitary sewage disposal, collection and transportation service, and treatment and disposal of sewage by the Town of Culver. With the provision of safe, reliable and affordable sewage disposal service it is anticipated that all freeholders in the District receiving sewage treatment services will be benefited by the implementation of the District Plan. All the property surrounding Lake Maxinkuckee outside the District will benefit because the potential sewage seeping into the Lake from the drip field and existing septic systems will be eliminated. The added value to the quality of life created

by eliminating sewage from the District's boundaries from entering Lake Maxinkuckee and being properly treated is impossible to calculate in monetary terms.

9. COMPARISON OF COSTS AND BENEFITS

It is assumed that the benefits to the properties within the District and derived from the implementing of this District Plan and the increased valuation from improvements to the properties within the District will exceed the cost incurred for the improvements and maintenance of the same.

10. PROPOSED SCHEDULE OF INSTALLATION

In conjunction with the preparation of the District Plan, the Board engaged two appraisers to prepare an appraisal of the assets of East Shore Corp. It is anticipated that immediately after the District Plan is approved the District will obtain its long-term financing and purchase the assets of East Shore Corp.

The Table below presents the estimated schedule for installation of the improvements.

Task Description	Estimated Date:
District Plan Completed and Approved by DNR	October 2020 January 6, 2021
District Plan Approved by Court	October 2020 February 1, 2021
Closing on Purchase of East Shore Corp. Assets	December 2020 May 22, 2021
Assume Operation of Sewage Disposal System	January 1, 2021 June 1, 2021

*revised
per
letter to DNR
dated
12/30/2020*

11. OPERATION, MAINTENANCE AND REPLACEMENT

11.10 Operation, Maintenance and Replacement

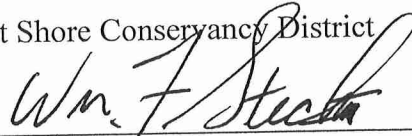
Operation, maintenance and replacement of the District's collection and transportation system will be administered by the District on an on-going basis. The District will obtain an assignment of the agreement with the Town of Culver for the treatment of wastewater generated within the District and transported to the Town's system.

11.20 Inspections

Inspection of the District's wastewater collection and transportation system improvements will be made by District and will be supplemented by the engineer of record.

Respectfully submitted,

East Shore Conservancy District



William F. Steck III

EXHIBIT 1

RESOLUTION NO. 2020-1010-1

RESOLUTION OF THE BOARD OF DIRECTORS OF
EAST SHORE CONSERVANCY DISTRICT
ADOPTING THE DISTRICT PLAN

BE IT RESOLVED the Board of Directors of the East Shore Conservancy District has adopted the foregoing District Plan including the Exhibits thereto for and as the District Plan of the East Shore Conservancy District.

BE IT FURTHER RESOLVED that William F. Steck III, as Chairman of the Board, file a copy of this Resolution and the District Plan, with the Natural Resource Commission for its approval and upon said approval file same for approval of the Marshall Circuit Court.



William F. Steck III, Chairman
Board of Directors
East Shore Conservancy District

EXHIBIT 2

STATE OF INDIANA)
) SS:
COUNTY OF MARSHALL)

IN THE MATTER OF THE)
EAST SHORE CONSERVANCY DISTRICT.)

IN THE MARSHALL CIRCUIT COURT
CAUSE NO. 50C01-1908-MI-000071

FILED
IN OPEN COURT
JUN 2020

**ORDER ESTABLISHING THE
EAST SHORE CONSERVANCY DISTRICT**

Robert L. Hux
CLERK OF MARSHALL COUNTY
MARSHALL, INDIANA

On June 1, 2020, oral argument was heard on the pending Petition for the Establishment of the East Shore Conservancy District and all other pending Motions or filings. Present in open Court was Attorney Alan M. Hux for the Petitioner; Attorney Julian E. Harrell for certain objectors; Attorney Jon Rogers for certain freeholders; Julia Hollowell, pro-se; and Julie Baxter, pro-se. Due to the COVID-19 pandemic, courtroom seating was limited; but the hearing was live-streamed on YouTube and interested parties previously submitted written statements.

After all arguments were heard, the Court took this matter under advisement and invited counsel to submit findings of fact and conclusions of law.

The Court takes notice of and accepts into evidence the official file of the Natural Resources Commission relevant to its report.

The Court further takes notice of and accepts all the filings of interested persons.

Having reviewed the evidence, the Report of the Natural Resources Commission, the applicable law, arguments of counsel and all interested parties, the Court finds that the arguments and proposed findings submitted by the Petitioner are persuasive and substantially adopts the submitted Findings of Fact, Conclusions of Law and Order

Establishing the East Shore Conservancy District. Accordingly, the Court **NOW FINDS THAT:**

1. Notice of this hearing has been proper and conforms to the Court's orders and the governing statute, I.C. 14-33-1 et seq.

2. The Petition in this cause prays that a conservancy district be established for the statutory purposes of (1) providing for the collection, treatment, and disposal of sewage and other liquid wastes; and (2) operation, maintenance and improvement of works of improvement.

3. The Natural Resources Commission filed its report with this Court as required by I.C. 14-33-2-22 within the one hundred-twenty (120) day statutory time period.

4. Pursuant to I.C. 14-33-2-23, "The fact finding report of the commission on the proposed district is prima facie evidence of the facts stated in the report in all subsequent proceedings."

5. The Natural Resources Commission Report found that:

(a) "The evidence available supports the conclusion that the establishment of the ESCD will afford greater access to appropriate financing on more favorable terms and for this reason it is concluded that the establishment of the ESCD is necessary."

(b) "It is reasonably concluded that the public health would be served immediately and prospectively by the establishment of ESCD."

(c) "[T]he establishment of the ESCD to carry out the proposed plans, will offer benefits in excess of the overall costs."

(d) The proposed district, after considering the withdrawal of the Linter, Bartlett, Dodge and Egret Trail Trust tracts, proposes to cover and serve a proper area.

6. For the purposes as stated in the Petition, the conservancy district is necessary.

7. The public health will be served immediately or prospectively by the establishment of the East Shore Conservancy District.

8. The benefits of establishing the East Shore Conservancy District will exceed the costs and damages incidental to the establishment of the District.

9. The evidence supports the statements in the Petition.

10. The Petition Against Establishment of and Objections to the Proposed East Shore Conservancy District was filed within the permitted statutory time period. However, the Petition neither contained the signatures of at least fifty-one percent (51%) of the freeholders in the proposed district nor the number of signatures of freeholders who own at least sixty-six and two-thirds percent (66 2/3%) as determined by the assessed valuation of the real property in the proposed district. It was signed only by counsel.

11. Four freeholders, J. Frederick Litner, et al., John M. Bartlett, David A. Dodge, et al., and Egret Trail Trust, are represented by Attorney Jon Rogers. An agreement was entered into by those four freeholders and the Petitioners to withdraw their freeholds from the proposed original boundaries of the proposed district. The Report of the Natural Resources Commission acknowledged that agreement. Those freeholds should be removed from the boundaries of the proposed district.

12. The prima facie evidence contained in the Report of the Natural Resources Commission that the proposed district proposes to cover and serve a proper area was not rebutted or contradicted by the requests to withdraw filed by David Begley, John Bickel, Paul Cromley, William Kuhl, Richard N. Baxter Jr. and Linda S. Whitton and Joseph B. Elder and the "Declaratory Judgment" filed by Ward Miller.

13. The Petition Against Establishment of and Objections to the Proposed East Shore Conservancy District does not meet the statutory requirements of I.C. 14-33-2-15 requiring signatures of fifty-one percent (51%) of the freeholders in the proposed district or signatures of freeholders representing sixty-six and two thirds percent (66 2/3%) value of assessed valuation of real property in the proposed district to dismiss the petition for establishment of the proposed district. That Petition should be denied.

14. The request to Withdraw Signatures From Petition filed by Linda S. Whitton and Joseph B. Elder and Richard N. Baxter Jr., were timely filed.

15. The freeholds of David Begley, John Bickel, Paul Cromley, William Kuhl, Richard N. Baxter Jr. and Linda S. Whitton and Joseph B. Elder and the "Declaratory Judgment" filed by Ward Miller should be included in the boundary of the proposed East Shore Conservancy District.

16. The East Shore Conservancy District should be established.

17. Pursuant to I.C. 14-33-2-27, the Court should determine the number of directors to be appointed and elected and the division of the district into areas.

18. The Court should designate the time of the annual meeting of the district.

19. Petitioners' bond, if any, for costs should be released.

20. The Court should make further orders as are germane to its findings and I.C. 14-33-1 et. seq.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that:

1. The Petition for the Establishment of the East Shore Conservancy District is approved.

2. Pursuant to their agreement, the freeholds of J. Frederick Litner, et al., John m. Bartlett, David A. Dodge, et al., and Egret Trail Trust shall be removed from the boundaries of the proposed district.

3. The Request of Linda Whitton and Joseph B. Elder to Stay Proceedings and Withdraw Freehold is denied.

4. The request of Linda Whitton and Richard N. Baxter Jr. to withdraw signatures from the Petition are granted.

5. The request to withdraw the freeholds of David Begley, John Bickel, Paul Cromley, William Kuhl, Richard N. Baxter Jr., Linda S. Whitton and Joseph B. Elder and Ward Miller are denied. Those freeholds shall be included in the district.

6. A conservancy district to be named the East Shore Conservancy District is established for the purpose of (1) providing for the collection, treatment, and disposal of sewage and other liquid wastes; and (2) operation, maintenance and improvement of works of improvement.

7. The boundaries of the conservancy district are as set forth in Exhibit "A".

8. The conservancy district shall have five (5) areas and five (5) members to serve and act as its board of directors with the powers and duties as set out in I.C. 14-33-1 et. seq. The initial board of directors shall be appointed pursuant to I.C. 14-33-5-1

and, thereafter, elected, one member from each area as provided in I.C. 14-33-5-1 et seq. The areas and specific area boundaries are set forth in Exhibit "B".

9. The Board of Commissioners of Marshall County, Indiana, shall accordingly appoint the initial members of the board of directors pursuant to I.C. 14-33-5 within twenty (20) days from the date of this order. The Board of Commissioners shall observe the following as set forth in I.C. 14-33-5-1:

- (a) A director must have the following qualifications:
 - (1) Be:
 - (A) a freeholder of the area of the district for which appointed; or
 - (B) an officer or a nominee of a corporate freeholder of the area of the district for which appointed.
 - (2) Be qualified by knowledge and experience in matters pertaining to the development of the district.
- (b) A majority of the directors must be:
 - (1) resident freeholders of the district if available and qualified; and
 - (2) petitioners for the establishment of the district. For this purpose an officer or a nominee of a corporate freeholder of the district, if the corporation is a petitioner, is considered a petitioner.

The terms of service shall be as provided in I.C. 14-33-5-11(a), to-wit:

Sec. 11. (a) The board of commissioners of the county shall appoint the initial directors for the following terms:

- (1) If there are five (5) directors . . . , the terms are as follows:
 - (A) One (1) term expires at the next annual meeting.
 - (B) One (1) term expires at the second annual meeting.
 - (C) One (1) term expires at the third annual meeting.
 - (D) Any other terms expire at the fourth annual meeting.

(b) As the terms expire, each new director shall be elected for a term of four (4) years.

10. The annual meeting of the East Shore Conservancy District shall be on or within two weeks of the second Saturday of February at such time and place as set forth in the notice required by I.C. 14-33-5-4(b) with the first annual meeting to be held in 2021. Pursuant to I.C. 14-33-5, selection of the board of directors shall be by election as the terms of office of those board members appointed by the Marshall County Board of County Commissioners expire.

11. The directors so appointed shall meet at such time and place as noticed and provided by statute as soon as practicable after their appointment by the Marshall County Board of County Commissioners. If the Directors accept the appointment, they, and each of them, shall take and subscribe to the oath pursuant to I.C. 14-33-5-7.

12. The board of directors, when appointed and qualified by their oath, shall elect a chairman and vice chairman and designate where the district will maintain its office (subject to later change); and the chairman shall cause such information together with the executed oaths filed with this Court with copies addressed to the Natural Resources Commission, pursuant to I.C. 14-33-5-17.

13. The board of directors shall simultaneously, or as soon as practicable thereafter, designate a secretary, a financial clerk, determine their need for professional counsel, an engineer and such other personnel as they believe are needed to prepare a district plan and are needed for the discharge of duties and responsibilities of the board, pursuant to I.C. 14-33-5-18. Any member of the board may be such employee, but any

member shall not receive any further compensation than his compensation as a director.

14. The name and address of the financial clerk and any professional counsel shall be filed with this Court and the Natural Resources Commission shall also be notified. The board shall consider the amount of bond for the financial clerk, pursuant to I.C. 14-33-15-18.

15. After all the preliminary matters hereinabove set forth have been accomplished, or simultaneously therewith, the board shall commence the preparation of its district plan, pursuant to I.C. 14-33-6.

16. As compensation the directors shall be entitled to:

- (1) one hundred dollars (\$100) for not more than two (2) regular or specially called board meetings per month; and
- (2) fifty dollars (\$50) for not more than five (5) days per month devoted to the work of the district in addition to any day for which payment is received under subdivision (1).

or such other amounts as permitted by I.C. 14-33-5-16.

In addition, the directors shall be reimbursed for actual expenses, including expenses at a rate equal to the rate paid to state officers and employees. Claims for expense reimbursement must be accompanied by an itemized written statement approved by a recorded motion of the board.

17. The Auditor of Marshall County, Indiana, shall set up and maintain a transfer book for all of the real property within the boundaries of the district described in Exhibit "A".

18. The Marshall Circuit Court Clerk shall transmit a certified copy of this order to the County Commissioners of Marshall County, to the Auditor of Marshall County and to the Natural Resources Commission.

18. The Clerk shall further release the cash bond, if any, to the petitioners.

SO ORDERED THIS 15 DAY OF JUNE, 2020.

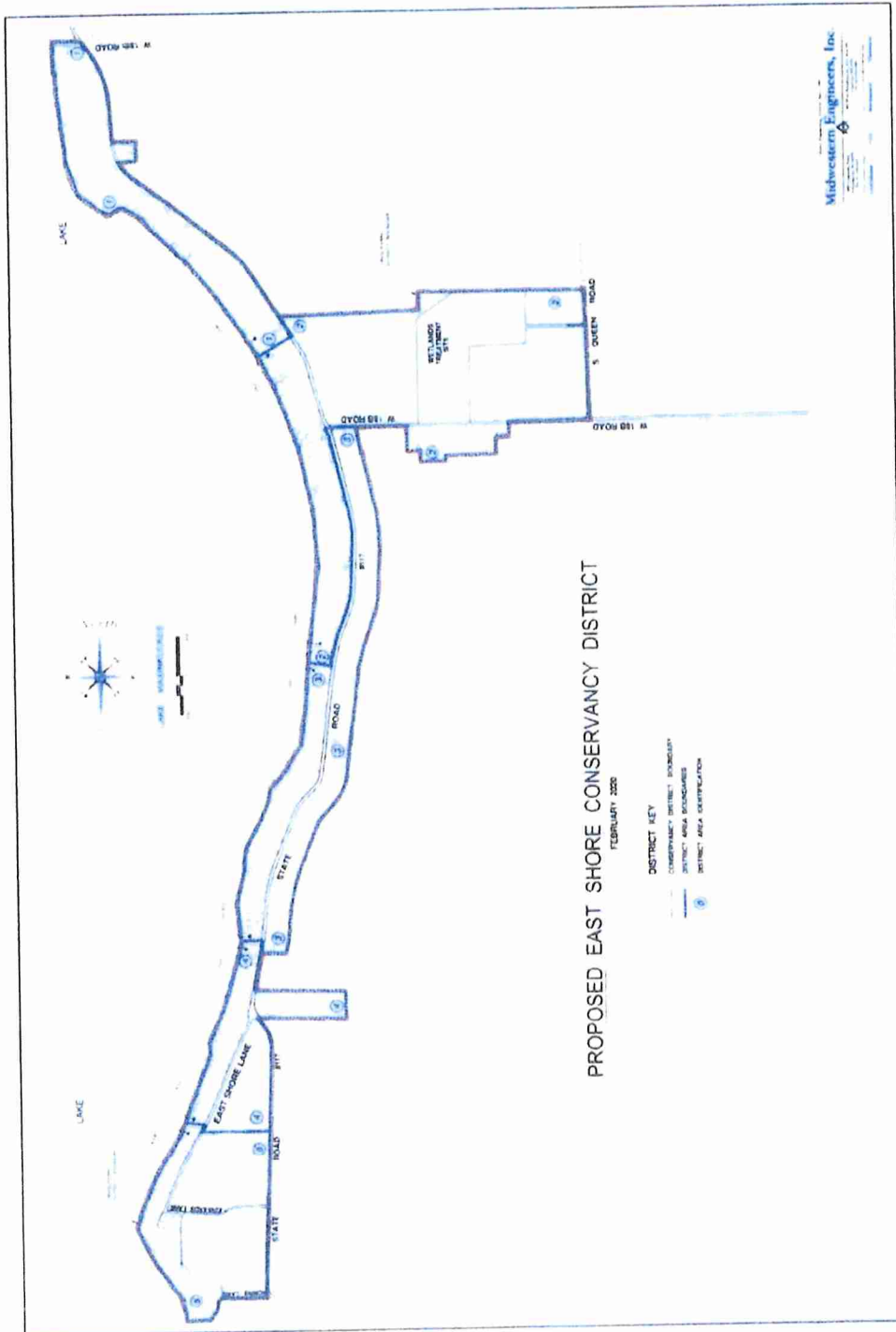


Robert O. Bowen, Special Judge
Marshall Circuit Court

Copies to:

Counsel of Record
All Pro Se Parties
Marshall County Commissioners
Marshall County Auditor

**EXHIBIT "A"
TO
ORDER OF ESTABLISHMENT
OF
EAST SHORE CONSERVANCY DISTRICT**



EAST SHORE CONSERVANCY DISTRICT

BOUNDARY DESCRIPTION

Part of Section 15, Township 32 North, Range 1 East of the Second Principal Meridian;
Part of Section 22, Township 32 North, Range 1 East of the Second Principal Meridian;
Part of Section 23, Township 32 North, Range 1 East of the Second Principal Meridian;
and
Part of Section 27, Township 32 North, Range 1 East of the Second Principal Meridian,
all situated within Union Township, Marshall County, Indiana, being more particularly
described as follows:

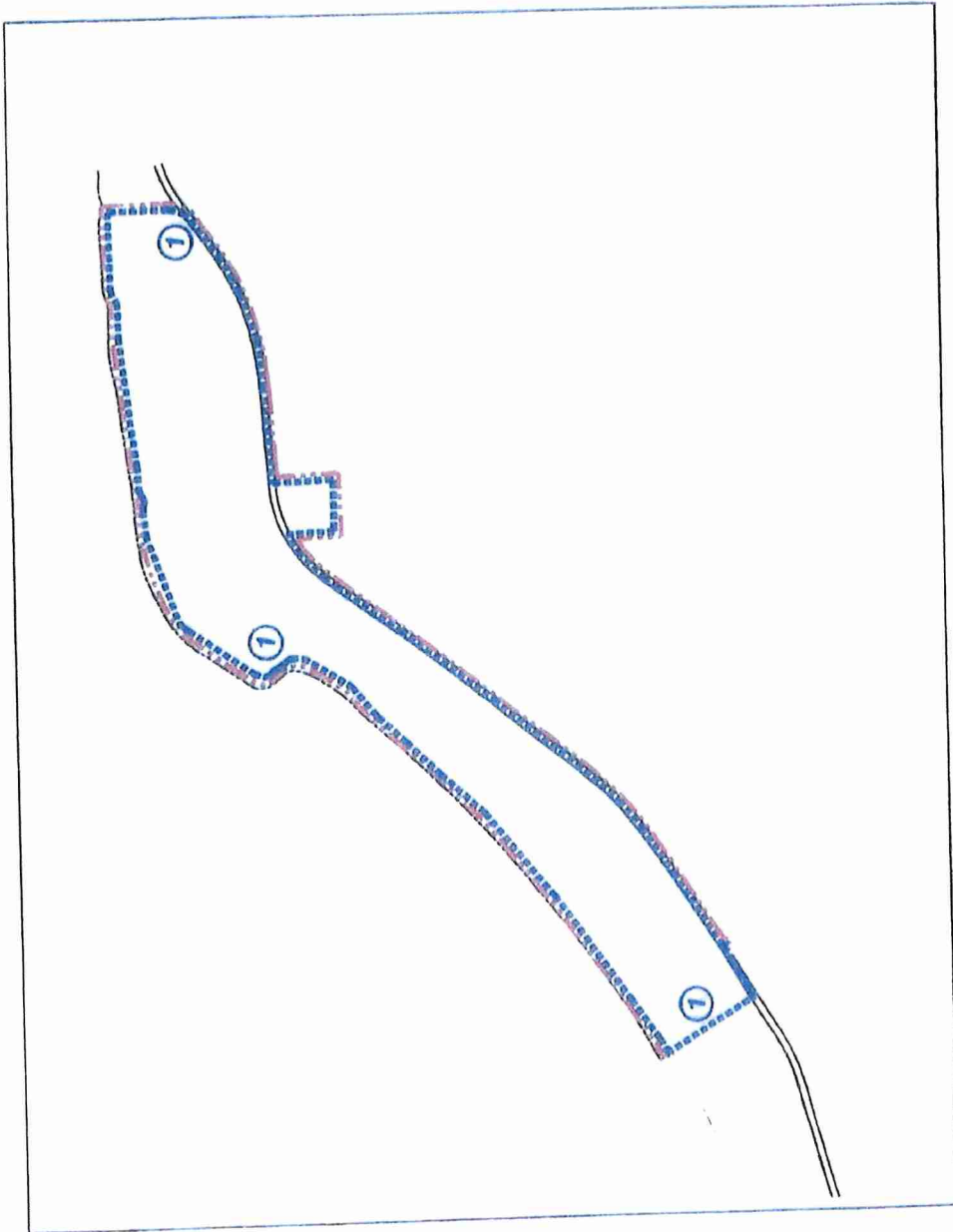
Beginning at the southwest corner of Parcel 50-21-27-000-051.000-013, which is at the eastern shoreline of Lake Maxinkuckee; thence East, along the south line of Parcel 50-21-27-000-051.000-013, to the southeast corner of said parcel; thence in a northerly direction, along the eastern line of said parcel, to the northeast corner of said parcel; thence East, along the north line of Parcel 50-21-27-000-052.000-013, to the northwest corner of Parcel 50-21-27-000-185.000-013; thence East, along the north line of Parcel 50-21-27-000-185.000-013, to its point of intersection with the south line of East Shore Drive (also referred to as State Road 117); thence North to the east line of East Shore Drive; thence North, along the east line of East Shore Drive, to the south line of Parcel 50-21-27-000-007.000-013; thence East, along the south line of Parcel 50-21-27-000-007.000-013, to the southeast corner of said parcel; thence North, along the east line of Parcel 50-21-27-000-007.000-013 to the northeast corner of Parcel 50-21-27-000-007.000-013; thence West, along the north line of Parcel 50-21-27-000-007.000-013, to the East line of East Shore Drive; thence northeast, along the east line of East Shore Drive, to the south line of Parcel 50-21-27-000-002.000-013; thence East, along the south line of Parcel 50-21-27-000-002.000-013, a distance of 200 feet; thence in a northerly direction, parallel with the east line of East Shore Drive, to the south line of West 18B Road; thence East, along the south line of West 18B Road, to the west line of Parcel 50-21-22-000-025.000-013; thence South, along the west line of Parcel 50-21-22-000-025.000-013, to the southwest corner thereof; thence East, along the south line of Parcel 50-21-22-000-025.000-013, to the west line of Parcel 50-21-23-000-018.000-013; thence South, along the west line of Parcel 50-21-23-000-018.000-013, to the southwest corner thereof; thence East, along the south lines of Parcel 50-21-23-000-018.000-013; Parcel 50-21-23-000-047.000-013, and Parcel 50-21-23-000-021.000-013 to the southeast corner of Parcel 50-21-23-000-021.000-013; thence North, along the east line of Parcel 50-21-23-000-021.000-013, to the southwest corner of Parcel 50-21-23-000-022.000-013; thence East, along the south line of Parcel 50-21-23-000-022.000-013, to the southeast corner thereof; thence North, along the east line of Parcel 50-21-23-000-022.000-013, to the south line of West 18B Road; thence East, along the south line of West 18B Road, to the extension of the east line of Queen Road; thence North,

along the east line of Queen Road, a distance of 1,040 feet; thence West to the northwest corner of Parcel 50-21-23-000-055.000-013; thence West, along the north line of Parcel 50-21-23-000-055.000-013 to a bend in said line; thence West to the west line of Section 23 (also the east line of Section 22); thence South, along said section line, a distance of approximately 100 feet to the northeast corner of Parcel 50-21-22-000-011.000-013; thence West, along the north line of Parcel 50-21-22-000-011.000-013, to the east line of East Shore Drive; thence northwest, along the east line of East Shore Drive, to the south line of Parcel 50-21-22-000-006.000-013; thence northeast, along the south line of Parcel 50-21-22-000.006.000-013, to the southeast corner of said parcel; thence North, along the east line of Parcel 50-21-22-000.006.000-013 to the northeast corner thereof; thence West, along the north line of Parcel 50-21-22-000.006.000-013, to the east line of East Shore Drive; thence northwest, along the east line of East Shore Drive to its intersection with the extended north line of Parcel 50-21-15-000-015.000-013; thence West, to the northeast corner of Parcel 50-21-15-000-015.000-013; thence West, along the north line of Parcel 50-21-15-000-015.000-013, to the northwest corner of said parcel, being also on the eastern shoreline of Lake Maxinkuckee; thence in a southerly direction, along the eastern shoreline of Lake Maxinkuckee, to the point of beginning.

Note: This legal description has been prepared utilizing information contained within the public record and is not the result of a survey in accordance with Title 865, IAC 1-12.

**EXHIBIT "B"
TO
ORDER OF ESTABLISHMENT
OF
EAST SHORE CONSERVANCY DISTRICT**

**Area 1 of
East Shore Conservancy District**



Map of Area 1
of
East Shore Conservancy District

EAST SHORE CONSERVANCY DISTRICT

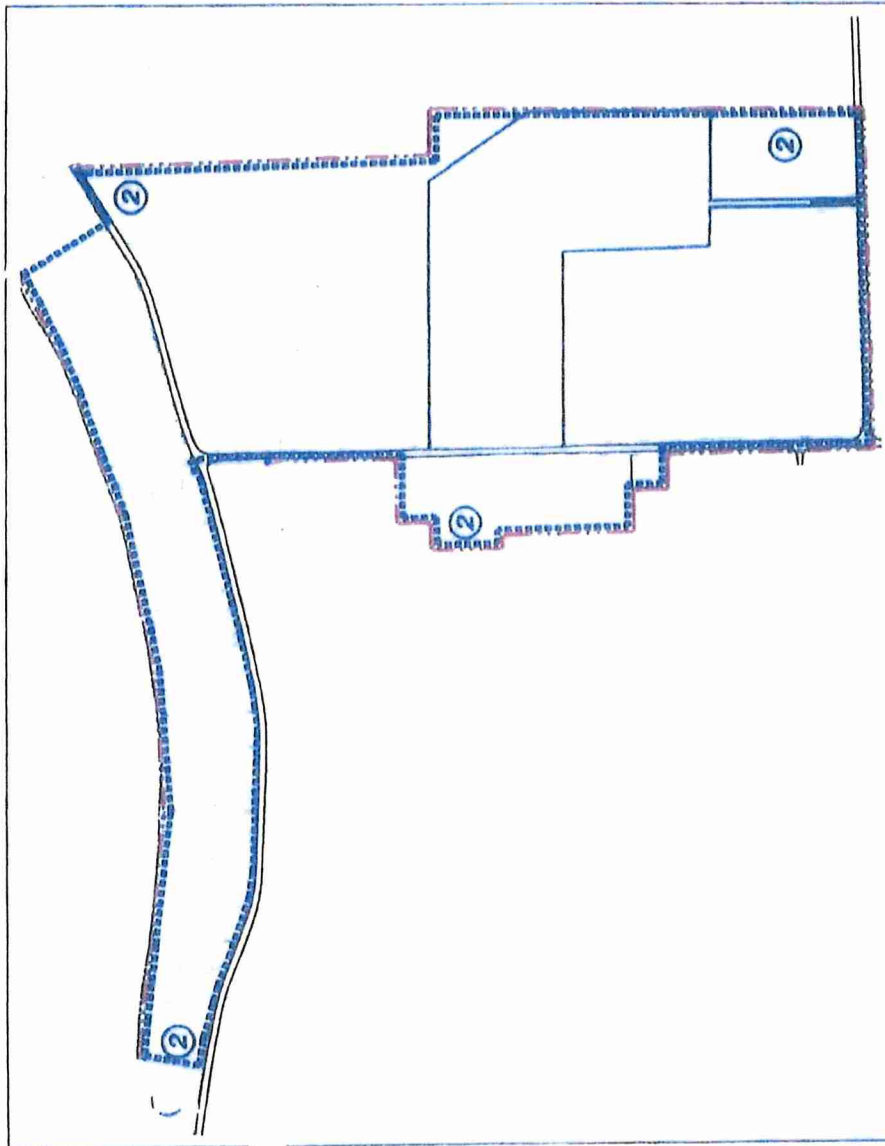
AREA ONE (1) LEGAL DESCRIPTION

Part of the southwest quarter of Section 15, Township 32 North, Range 1 East of the Second Principal Meridian;
Part of the southeast quarter of Section 15, Township 32 North, Range 1 East of the Second Principal Meridian;
Part of the northwest quarter of Section 22, Township 32 North, Range 1 East of the Second Principal Meridian; and
Part of the northeast quarter of Section 22, Township 32 North, Range 1 East of the Second Principal Meridian, all situated within Union Township, Marshall County, Indiana, being more particularly described as follows:

Beginning at the southwest corner of Parcel 50-21-22-000-079.000-013, which is at the eastern shoreline of Lake Maxinkuckee; thence northeast, along the southeast line of Parcel 50-21-22-000-079.000-013, to the west line of East Shore Drive; thence northeast, along the extension of said southeast parcel line, to the east line of East Shore Drive; thence northwest, along the east line of East Shore Drive, to the south line of Parcel 50-21-22-000-006.000-013; thence northeast, along the south line of Parcel 50-21-22-000.006.000-013, to the southeast corner of said parcel; thence North, along the east line of Parcel 50-21-22-000.006.000-013 to the northeast corner thereof; thence West, along the north line of Parcel 50-21-22-000.006.000-013, to the east line of East Shore Drive; thence northwest, along the east line of East Shore Drive to its intersection with the extended north line of Parcel 50-21-15-000-015.000-013; thence West, to the northeast corner of Parcel 50-21-15-000-015.000-013; thence West, along the north line of Parcel 50-21-15-000-015.000-013, to the northwest corner of said parcel, being also on the eastern shoreline of Lake Maxinkuckee; thence in a southerly direction, along the eastern shoreline of Lake Maxinkuckee, to the point of beginning.

Note: This legal description has been prepared utilizing information contained within the public record and is not the result of a survey in accordance with Title 865, IAC 1-12.

**Area 2 of
East Shore Conservancy District**



Map of Area 2
of
East Shore Conservancy District

EAST SHORE CONSERVANCY DISTRICT

AREA TWO (2) LEGAL DESCRIPTION

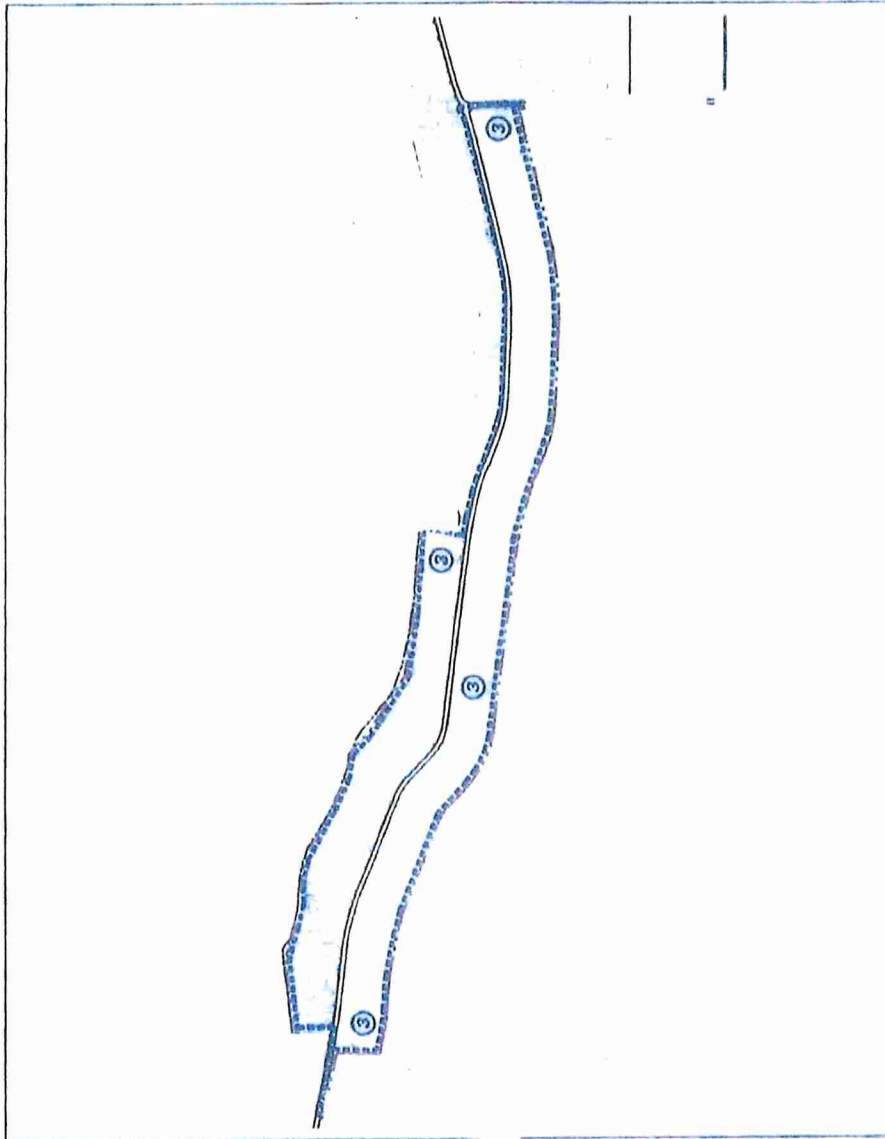
Part of the northeast quarter of Section 22, Township 32 North, Range 1 East of the Second Principal Meridian;
Part of the southeast quarter of Section 22, Township 32 North, Range 1 East of the Second Principal Meridian;
Part of the northwest quarter of Section 23, Township 32 North, Range 1 East of the Second Principal Meridian; and
Part of the southwest quarter of Section 23, Township 32 North, Range 1 East of the Second Principal Meridian, all situated within Union Township, Marshall County, Indiana, being more particularly described as follows:

Beginning at the southwest corner of Parcel 50-21-22-000-122.000-013, which is at the eastern shoreline of Lake Maxinkuckee; thence southeast, along the southwest line of Parcel 50-21-22-000-122.000-013, to the southeast corner thereof; thence southeast, along the extension of said southwest parcel line, to the east line of East Shore Drive; thence in a northerly direction, along the east line of East Shore Drive, to its intersection with the south line of West 18B Road; thence East, along the south line of West 18B Road, to the west line of Parcel 50-21-22-000-025.000-013; thence South, along the west line of Parcel 50-21-22-000-025.000-013, to the southwest corner thereof; thence East, along the south line of Parcel 50-21-22-000-025.000-013, to the west line of Parcel 50-21-23-000-018.000-013; thence South, along the west line of Parcel 50-21-23-000-018.000-013, to the southwest corner thereof; thence East, along the south lines of Parcel 50-21-23-000-018.000-013; Parcel 50-21-23-000-047.000-013, and Parcel 50-21-23-000-021.000-013, to the southeast corner of Parcel 50-21-23-000-021.000-013; thence North, along the east line of Parcel 50-21-23-000-021.000-013, to the southwest corner of Parcel 50-21-23-000-022.000-013; thence East, along the south line of Parcel 50-21-23-000-022.000-013, to the southeast corner thereof; thence North, along the east line of Parcel 50-21-23-000-022.000-013, to the south line of West 18B Road; thence East, along the south line of West 18B Road, to the extension of the east line of Queen Road; thence North, along the east line of Queen Road, a distance of 1,040 feet; thence West to the northwest corner of Parcel 50-21-23-000-055.000-013; thence West, along the north line of Parcel 50-21-23-000-055.000-013, to a bend in said line; thence West to the west line of Section 23 (also the east line of Section 22); thence South, along said section line, a distance of approximately 100 feet to the northeast corner of Parcel 50-21-22-000-011.000-013; thence West, along the north line of Parcel 50-21-22-000-011.000-013, to the east line of East Shore Drive; thence southeast, along the east line of East Shore Drive, to its intersection with the extension of the northeast line of Parcel 50-21-22-000-008.000-013; thence southwest to the northwest corner of

Parcel 50-21-22-000-008.000-013; thence southwest, along the northwest line of Parcel 50-21-22-000-008.000-013, to the northwest corner thereof, being also on the eastern shoreline of Lake Maxinkuckee; thence in a southerly direction, along the eastern shoreline of Lake Maxinkuckee, to the point of beginning.

Note: This legal description has been prepared utilizing information contained within the public record and is not the result of a survey in accordance with Title 865, IAC 1-12.

**Area 3 of
East Shore Conservancy District**



Map of Area 3
of
East Shore Conservancy District

EAST SHORE CONSERVANCY DISTRICT

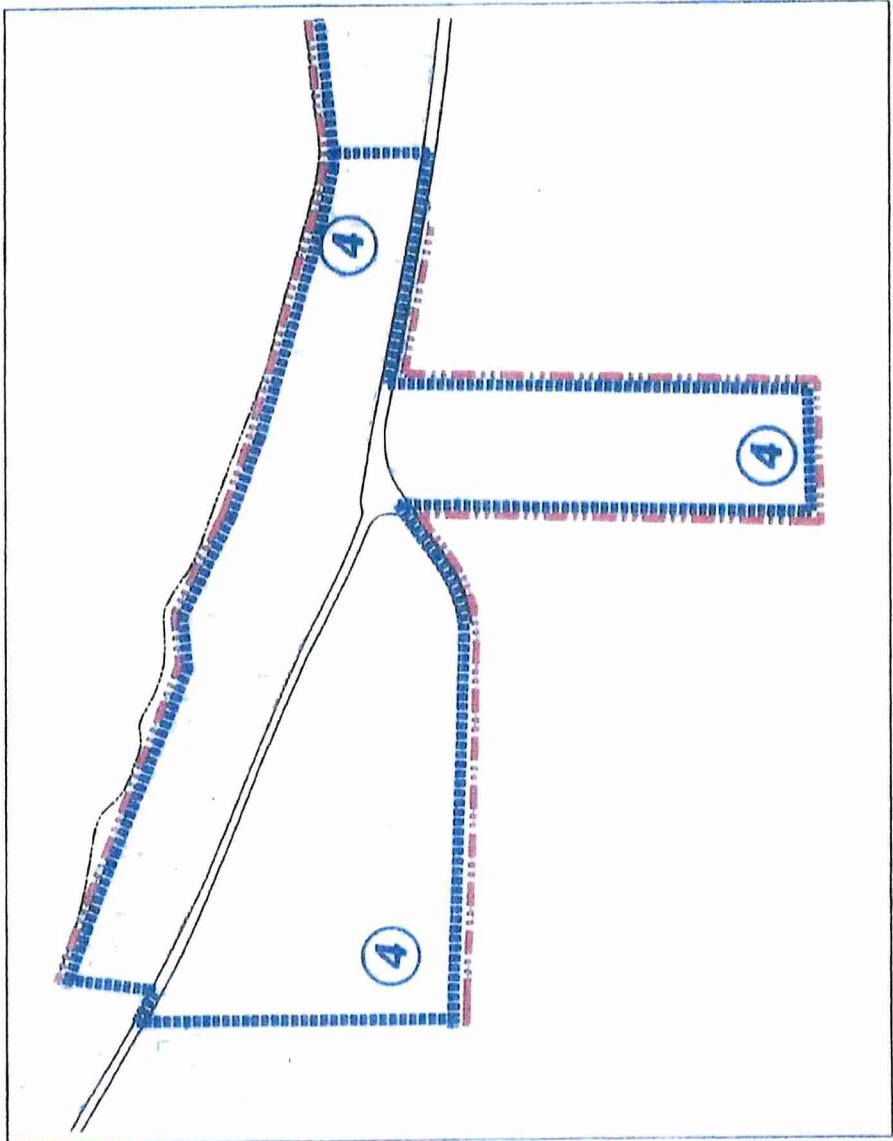
AREA THREE (3) LEGAL DESCRIPTION

Part of the southeast quarter of Section 22, Township 32 North, Range 1 East of the Second Principal Meridian; and
Part of the northeast quarter of Section 27, Township 32 North, Range 1 East of the Second Principal Meridian, all situated within Union Township, Marshall County, Indiana, being more particularly described as follows:

Beginning at the northwest corner of Parcel 50-21-22-000-123.000-013, which is at the eastern shoreline of Lake Maxinkuckee; thence southeast, along the northeast line of Parcel 50-21-22-000-123.000-013, to the northeast corner thereof; thence southeast, along the extension of said northeast parcel line, to the east line of East Shore Drive; thence in a northerly direction, along the east line of East Shore Drive, to its intersection with the south line of West 18B Road; thence East, along the south line of West 18B Road, a distance of 200 feet; thence in a southerly direction, parallel with East Shore Drive, to a point on the north line of Parcel 50-21-27-000-003.000-013; thence West, along the north line of Parcel 50-21-27-000-003.000-013 to the east line of East Shore Drive; thence northeast, along the east line of East Shore Drive, to its intersection with the extension of the south line of Parcel 50-21-27-000-081.000-013; thence West, to the southeast corner of Parcel 50-21-27-000-081.000-013; thence West, along the south line of Parcel 50-21-27-000-081.000-013 to the southwest corner thereof, being also on the eastern shoreline of Lake Maxinkuckee; thence in a northerly direction, along the eastern shoreline of Lake Maxinkuckee, to the point of beginning.

Note: This legal description has been prepared utilizing information contained within the public record and is not the result of a survey in accordance with Title 865, IAC 1-12.

**Area 4 of
East Shore Conservancy District**



Map of Area 4
of
East Shore Conservancy District

EAST SHORE CONSERVANCY DISTRICT

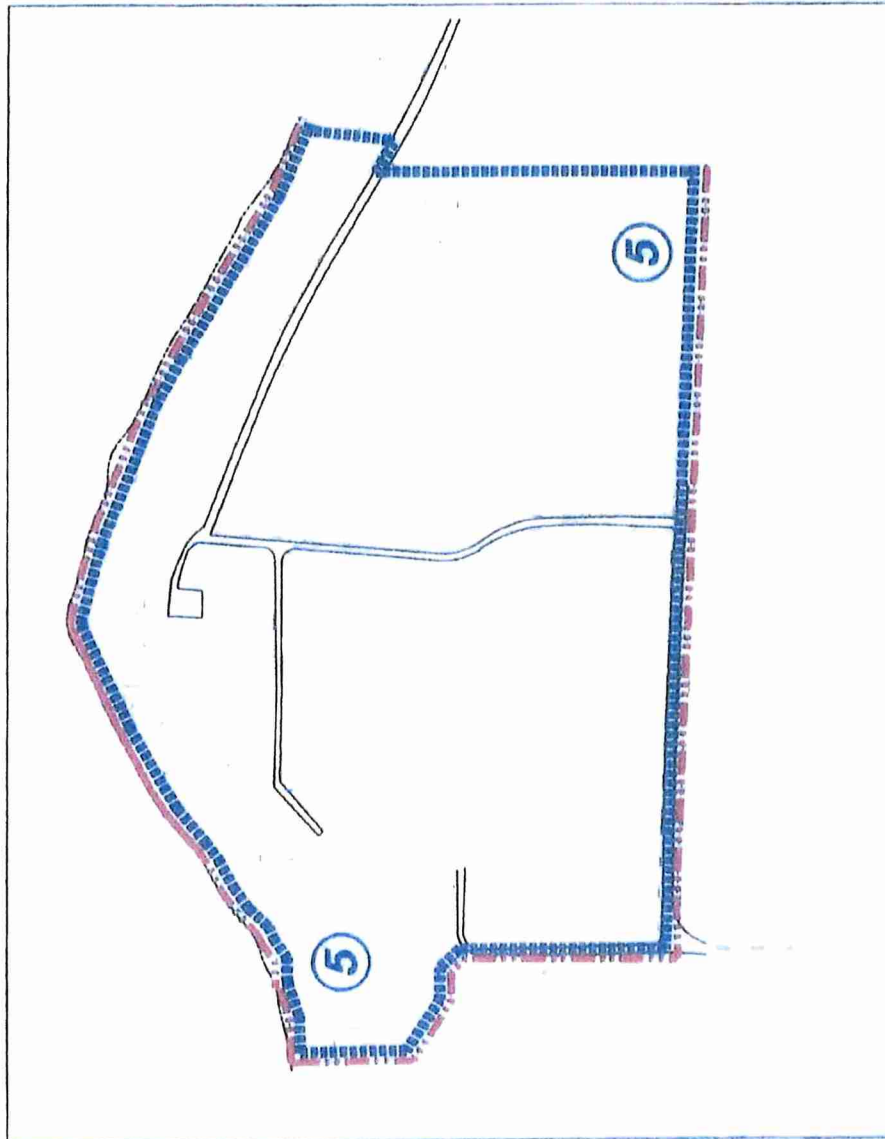
AREA FOUR (4) LEGAL DESCRIPTION

Part of the southeast quarter of Section 27, Township 32 North, Range 1 East of the Second Principal Meridian; and
Part of the northeast quarter of Section 27, Township 32 North, Range 1 East of the Second Principal Meridian, all situated within Union Township, Marshall County, Indiana, being more particularly described as follows:

Beginning at the northwest corner of Parcel 50-21-27-000-083.000-013, which is at the eastern shoreline of Lake Maxinkuckee; thence East, along the north line of Parcel 50-21-27-000-083.000-013, to the northeast corner thereof; thence East, along the extension of said north parcel line, to the east line of East Shore Drive; thence southwest, along the east line of East Shore Drive, to its intersection with the north line of Parcel 50-21-27-000-007.000-013; thence East, along the north line of Parcel 50-21-27-000-007.000-013 to the northeast corner thereof; thence South, along the east line of Parcel 50-21-27-000-007.000-013 to the southeast corner thereof; thence West, along the south line of Parcel 50-21-27-000-007.000-013 to the east line of East Shore Drive; thence in a southerly direction, along the east line of East Shore Drive to the southwest corner of Parcel 50-21-27-000-009.000-013; thence West, to the southeast corner of Parcel 50-21-27-000-008.000-013; thence West, along the south line of Parcel 50-21-27-000-008.000-013 to the southeast line of East Shore Lane; thence northeast, along the southeast line of East Shore Lane, to its intersection with the extension of the south line of Parcel 50-21-27-000-120.000-013; thence northwest to the southeast corner of Parcel 50-21-27-000-120.000-013; thence northwest, along the south line of Parcel 50-21-27-000-120.000-013 to the southwest corner thereof, being also on the eastern shoreline of Lake Maxinkuckee; thence in a northeasterly direction, along the eastern shoreline of Lake Maxinkuckee, to the point of beginning.

Note: This legal description has been prepared utilizing information contained within the public record and is not the result of a survey in accordance with Title 865, IAC 1-12.

**Area 5 of
East Shore Conservancy District**



Map of Area 5
of
East Shore Conservancy District

EAST SHORE CONSERVANCY DISTRICT

AREA FIVE (5) LEGAL DESCRIPTION

Part of the southeast quarter of Section 27, Township 32 North, Range 1 East of the Second Principal Meridian; and

Part of the northeast quarter of Section 27, Township 32 North, Range 1 East of the Second Principal Meridian, all situated within Union Township, Marshall County, Indiana, being more particularly described as follows:

Beginning at the southwest corner of Parcel 50-21-27-000-051.000-013, which is at the eastern shoreline of Lake Maxinkuckee; thence East, along the south line of Parcel 50-21-27-000-051.000-013, to the southeast corner of said parcel; thence in a northerly direction, along the eastern line of said parcel, to the northeast corner of said parcel; thence East, along the north line of Parcel 50-21-27-000-052.000-013, to the northwest corner of Parcel 50-21-27-000-185.000-013; thence East, along the north line of Parcel 50-21-27-000-185.000-013, to its point of intersection with the south line of East Shore Drive (also referred to as State Road 117); thence North to the east line of East Shore Drive; thence North, along the east line of East Shore Drive, to the southwest corner of Parcel 50-21-27-000-009.000-013; thence West, to the southeast corner of Parcel 50-21-27-000-008.000-013; thence West, along the south line of Parcel 50-21-27-000-008.000-013 to the southeast line of East Shore Lane; thence northeast, along the southeast line of East Shore Lane, to its intersection with the extension of the south line of Parcel 50-21-27-000-120.000-013; thence northwest to the southeast corner of Parcel 50-21-27-000-120.000-013; thence northwest, along the south line of Parcel 50-21-27-000-120.000-013 to the southwest corner thereof, being also on the eastern shoreline of Lake Maxinkuckee; thence in a southerly direction, along the eastern shoreline of Lake Maxinkuckee, to the point of beginning.

Note: This legal description has been prepared utilizing information contained within the public record and is not the result of a survey in accordance with Title 865, IAC 1-12.

EXHIBIT 3

STATE OF INDIANA)
)SS: IN THE MARSHALL CIRCUIT COURT
COUNTY OF MARSHALL) 2020 CALENDAR TERM

IN THE MATTER OF THE) CAUSE NO: 50C01-1908-MI-000071
EAST SHORE CONSERVANCY DISTRICT.)

**NOTICE OF APPOINTMENT OF DIRECTORS TO THE EAST SHORE
CONSERVANCY DISTRICT BOARD**

On July 6, 2020, the Marshall County Board of Commissioners made the following appointments to the Board of Directors of the East Shore Conservancy District for the terms as so indicated.

<u>Name</u>	<u>Area</u>	<u>Expiration of Term</u>
Pete Cleveland	1	2023 Annual meeting
Whitney Johnson	2	2022 Annual meeting
William F. Steck III	3	2024 Annual meeting
Brian Welch	4	2024 Annual meeting
James Bremner	5	2021 Annual meeting

RESPECTFULLY SUBMITTED

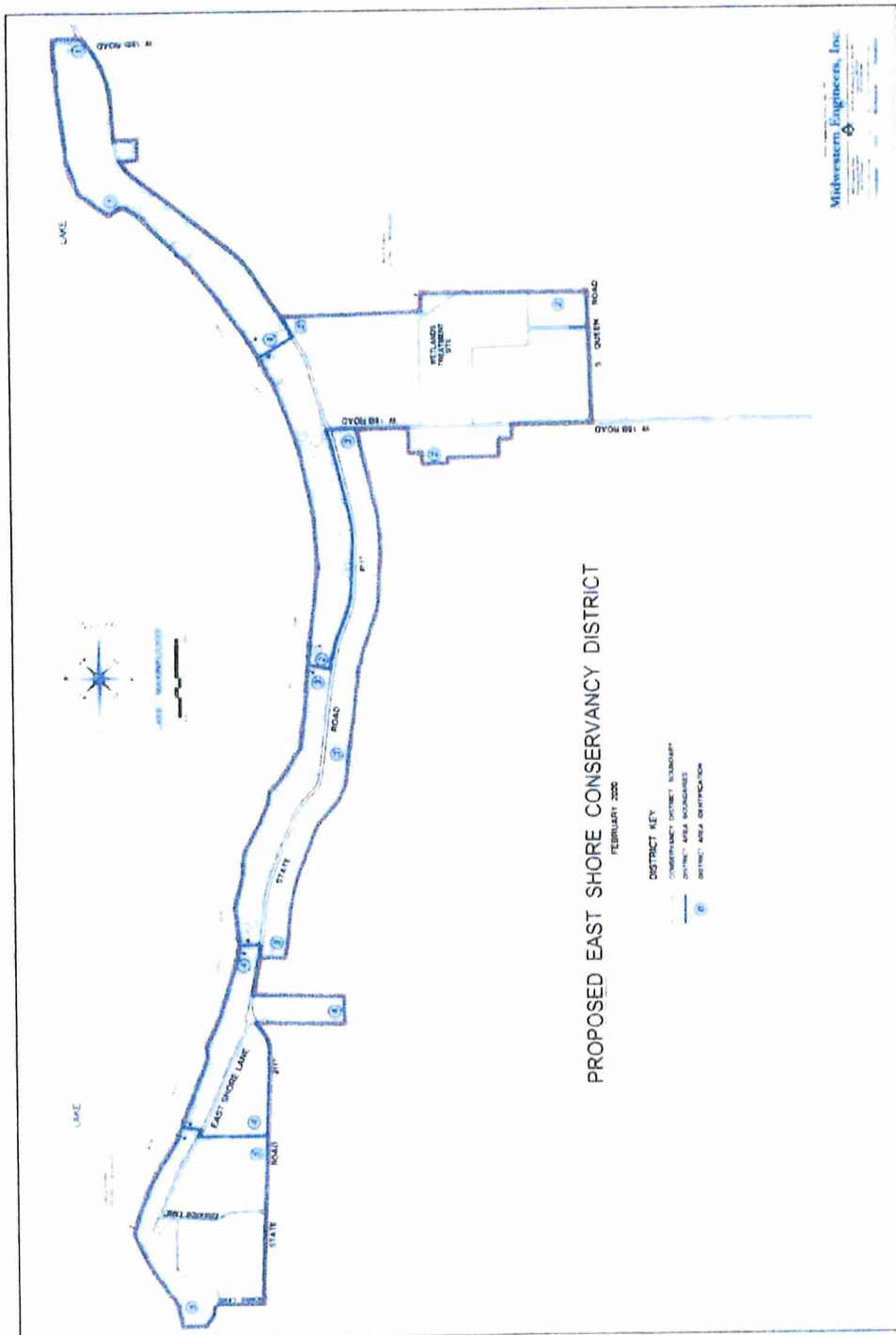
/s/ James N. Clevenger
James N. Clevenger, #3264-50
Wyland, Humphrey, Clevenger & Surrisi, LLP
319 W. Jefferson St., P.O. Box 158
Plymouth, IN 46563
574-936-2169

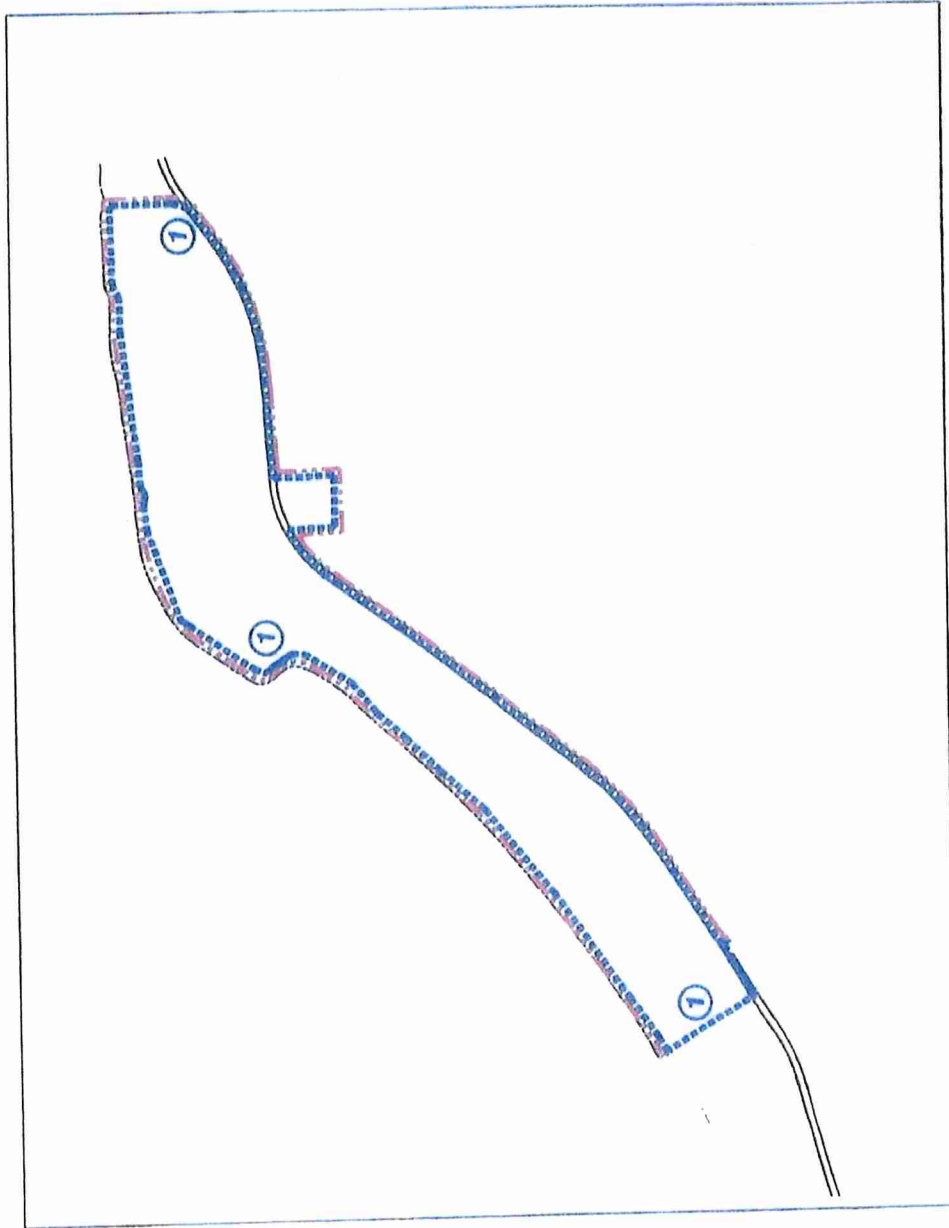
CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of July, 2020 I filed the foregoing via IEFS. I further certify that on said date a copy of the above and foregoing was served upon Alan Hux, attorney of record with a copy to Pete Cleveland at peleveland@clevelandlawoffice.net.

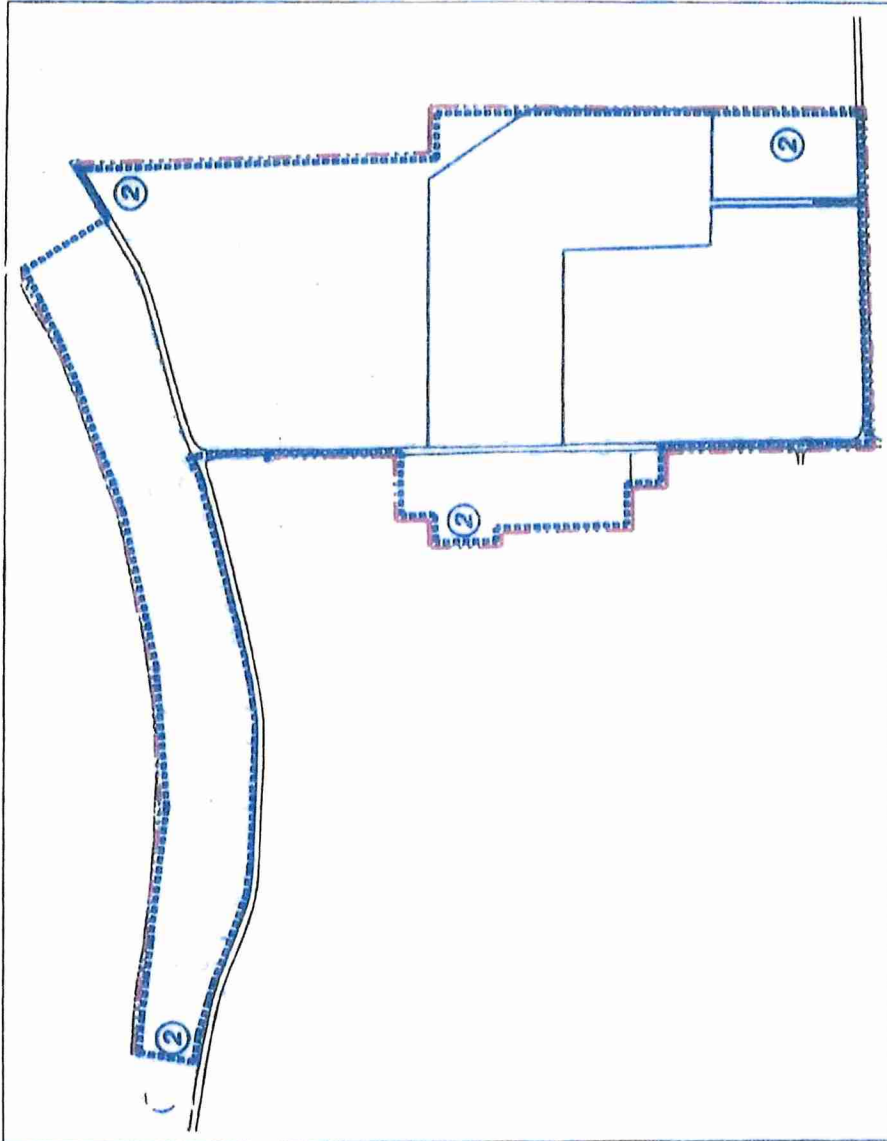
/s/ James N. Clevenger

EXHIBIT 4

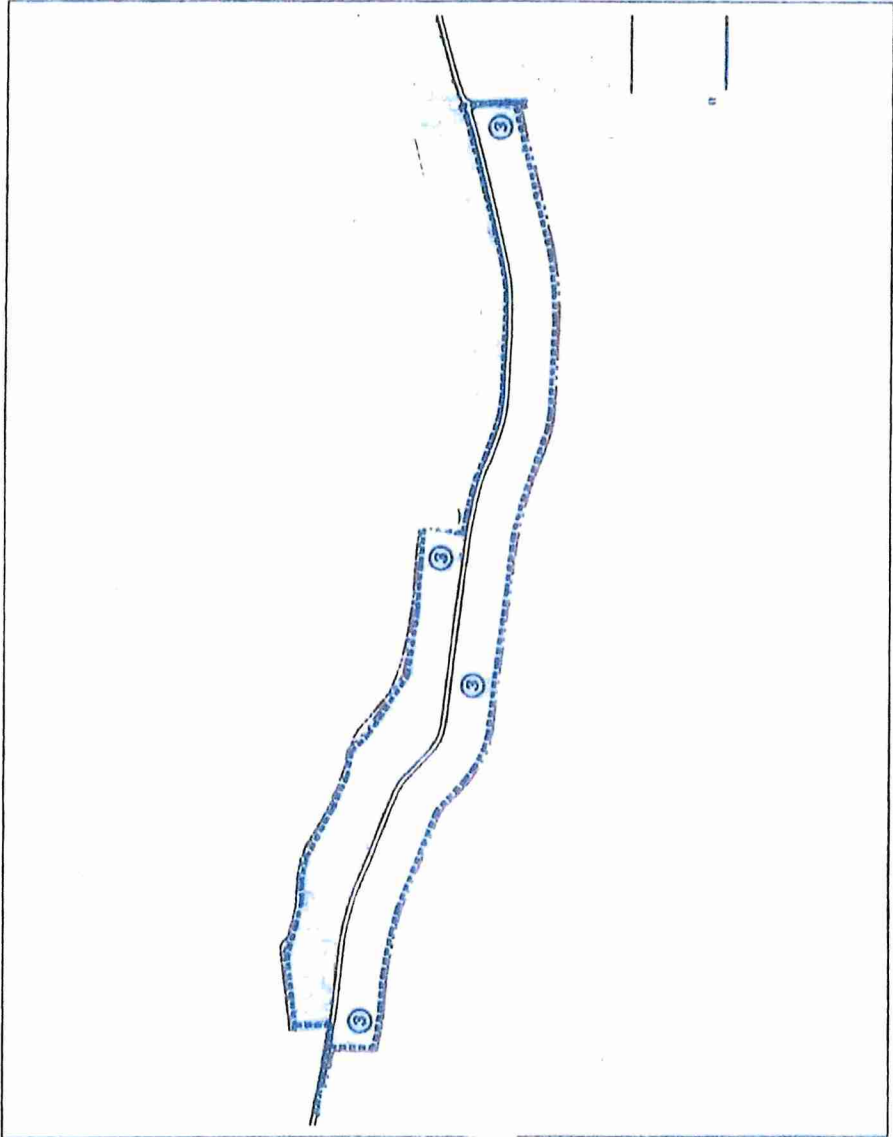




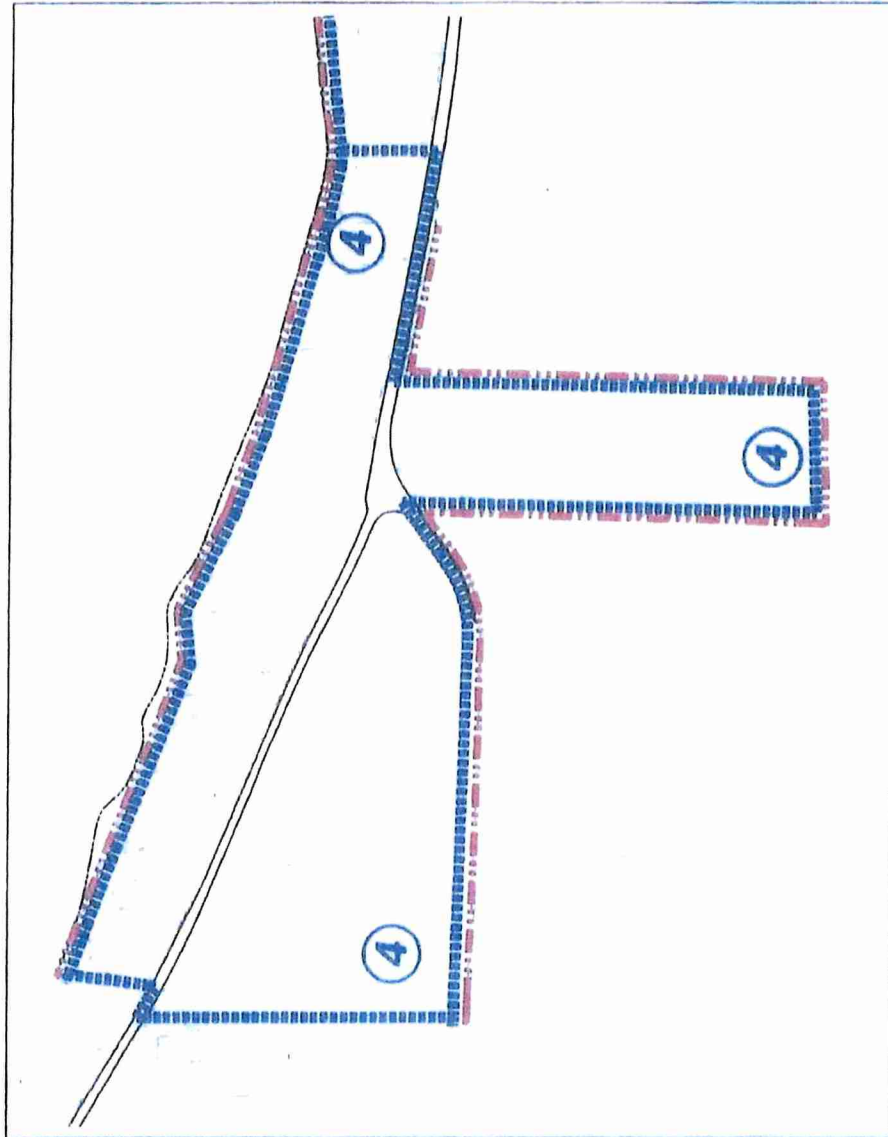
Map of Area 1
of
East Shore Conservancy District



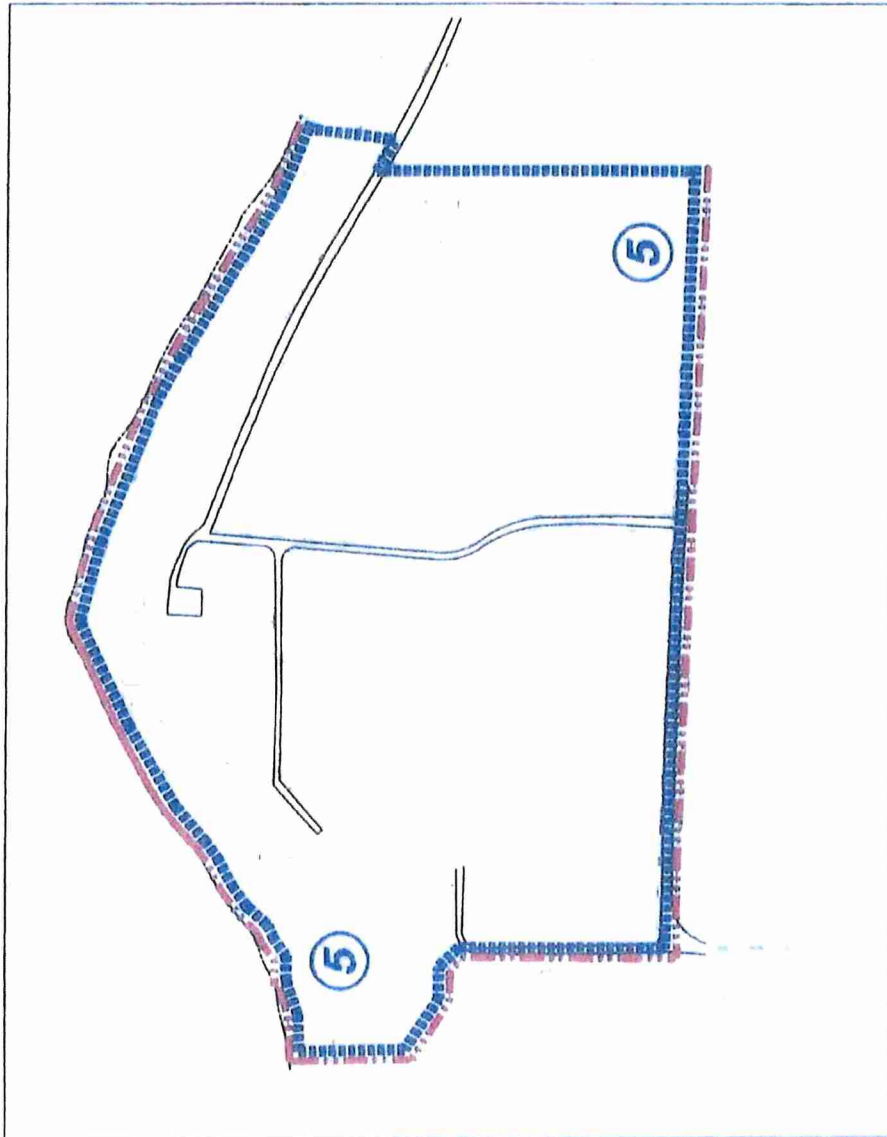
Map of Area 2
of
East Shore Conservancy District



Map of Area 3
of
East Shore Conservancy District



Map of Area 4
of
East Shore Conservancy District



Map of Area 5
of
East Shore Conservancy District

EXHIBIT 5

**SEWAGE TREATMENT AGREEMENT
BETWEEN THE TOWN OF CULVER, INDIANA**

AND

**EAST SHORE CORP.
FOR SEWAGE TREATMENT SERVICES**

THIS SEWAGE TREATMENT AGREEMENT, (hereinafter referred to as "Agreement") made and entered into this 11th day of February, 2020, by and between the Town of Culver, Indiana, acting through its Town Council, (hereinafter referred to as "Town"), and the East Shore Corp., an Indiana Non-Profit Corporation, Culver, Indiana, acting through its Board of Directors (hereinafter referred to as "ESC").

WITNESSETH:

WHEREAS, The Town has a sewage works system available and is willing to accept wastewater from ESC not to exceed a maximum average daily flow (as hereinafter defined) of 41,000 gallons per day of wastewater with an instantaneous flow rate not to exceed 200 gallons per minute from the point at which the District's sewer system is connected to the Town's sewer system; and

WHEREAS, ESC has concluded and hereby represents that the wastewater to be generated and transported to Town shall not exceed a maximum average daily flow of 41,000 gallons per day of wastewater with an instantaneous flow rate not to exceed 200 gallons per minute through ESC's force main connected to the Town's sewer system, which can be transported and treated by the Town's wastewater facilities; and

WHEREAS, the required number of freeholders within the boundaries of a proposed conservancy district have petitioned for the establishment of a conservancy district pursuant to I.C. 14-33-1-1, et seq., to be known as the East Shore Conservancy District ("the District") and it is contemplated that the assets of ESC will be transferred to the District after the District is established and this Agreement assigned to the District; and

WHEREAS, ESC has a Certificate of Territorial Authority ("CTA") issued by the Indiana Utility Regulatory Commission which permits ESC to provide sewer service within its CTA; and

WHEREAS, the law of the State of Indiana permits the Town and ESC to enter into an agreement for the services contemplated hereunder.

NOW THEREFORE, for the consideration hereinafter stated, the Town and ESC mutually agree as follows:

ARTICLE I
GENERAL REPRESENTATIONS BY ESC

As part of the consideration to the Town for entering into this Agreement, ESC does hereby make the following representations and covenants:

1. a. The capacity contracted for in this Agreement is based on ESC's CTA boundaries and the District's proposed boundaries as presented in the Petition for Establishment ("District Boundaries"). Neither the District nor ESC shall permit more than 130 residential connections. In the event the

District or ESC proposes to expand connections beyond 130 residential homes, an amendment of this Agreement shall be required in order for the District or ESC to permit the expansion. If the District or ESC receives a request for services from a new commercial establishment within the Service Area, the District or ESC, as the case may be, will request permission from Town prior to allowing the new connection and providing service.

b. The volume of wastewater discharged by ESC into the Town's sewer system under this Agreement is not anticipated to exceed a maximum average daily flow of 41,000 gallons per day (hereinafter referred to as "GPD") or an instantaneous flow rate not to exceed 200 gallons per minute. "Instantaneous flow" is that flow from ESC's system into the Town's system measured on a per minute basis. "Daily flow" is hereby defined as the total flow from ESC's system into the Town's system measured on a daily, 24-hour basis. Said 24-hour day begins at 12:00 a.m. and ends at 11:59 p.m. on any given day. "Average daily flow" shall be calculated on a calendar year basis.

2. ESC shall enact resolutions and take all lawful steps in enforcing the same to prohibit the introduction into ESC's sewer system of any prohibited discharge. Prohibited discharge shall be defined in said resolutions in substantially the same manner as those prohibited wastes as defined in the Town of Culver Wastewater Use Ordinance.

ESC shall also enact and take all reasonable steps to enforce resolutions substantially similar to those presently enacted by the Town of Culver regarding sewer use.

3. ESC shall, if required by any environmental rule, state or federal law or state or federal regulation, monitor, inspect and sample the content and volume of the waste introduced into its sewer system and save the Town harmless for ESC's failure to so monitor. ESC shall allow joint sampling by the Town to prove compliance. The Town shall have the right to unannounced inspections of ESC's facilities as to the influent at the Town's connection point. ESC shall take all reasonable steps in a timely manner to correct any violations of its resolutions. The Town shall have available all legal and equitable remedies against ESC for ESC's failure to do so, including but not limited to, an action for mandate or to compel compliance. In any such instances, ESC shall be responsible for reasonable costs and attorney's fees to the Town of Culver in exercising these remedies.

4. ESC shall provide, install and maintain a flow meter for recording the volume of wastewater transported to the Town's system along with a continuous recording chart. This flow meter shall be used by the Town for billing purposes to ESC; consequently, ESC shall keep the flow meter operable at all times. The flow meter shall be calibrated annually or more often if for good cause it is necessary to do so, and said calibration documented with the Town. In the event the flow meter is inoperable, the Town shall provide written notice to ESC. If the flow meter continues to be inoperable for a period of thirty consecutive days following written notice, ESC shall be charged an amount based on the average of the amount paid for the same month for the previous

three (3) years. If service pursuant to this Agreement has not been used for the three (3) year period, then the average of the previous three (3) months shall be charged. If the flow meter continues to be inoperable after a period of more than thirty consecutive days following written notice, ESC shall be charged at the rate of 41,000 GPD until such time as the flow meter is operational. The parties specifically agree that the Town may read the flow meter daily.

5. ESC agrees to indemnify and save harmless the Town from any and all loss, damage, expense, claims, demands, actions, or cause of actions arising out of the construction, maintenance, or operation of ESC's sewer system up to and including the point at which the connection is made into the Town's sewer system, or occasioned by or in any way growing out of ESC's sewage system, whether such loss shall be suffered directly by the Town or ESC or through either's liability to third persons by reasons of injuries to persons or damages to property. However, nothing herein shall be construed to provide for said indemnification arising out of the negligence of the Town or any of its agents or employees.

6. ESC shall maintain its own sewage collection system including its flow meter and including the point at which the connection is made into the Town's sewage system.

7. ESC shall, upon any reasonable request, allow inspection by the Town of ESC's sewer collection system, including any meters or sampling ports, to verify compliance with this Agreement.

8. ESC shall maintain health safety sulfide levels in its sewage collection system. If necessary, ESC shall provide odor control facilities. The Town shall have the right to sample odor levels at the Town's receiving manhole. Hydrogen sulfide levels shall not exceed 5 parts per million and total sulfides in solution shall be less than 1 mg/l at the receiving manhole. ESC shall take all reasonable steps in a timely manner to correct any violations of exceeding the above odor limits. The Town shall have available all legal and equitable remedies against ESC for ESC's failure to do so, including but not limited to, an action for mandate or to compel compliance, with reasonable costs and attorneys fees.

9. ESC shall annually provide the Town with the name, title, phone, address and email of a contact person. ESC shall immediately provide the Town with any changes in contact persons.

ARTICLE II
GENERAL REPRESENTATIONS BY TOWN

As part of the consideration to ESC for entering into this Agreement, the Town does hereby make the following representations and covenants:

1. The Town shall treat and properly dispose of all lawful wastewater transported to the Town's sewage system by ESC's sewage system, up to a maximum average daily flow of 41,000 GPD and with an instantaneous flow rate not to exceed 200 gallons per minute.

2. The Town shall maintain its sewage system up to and including the receiving manhole, but not including, the point at which ESC's sewage system connects to the Town's sewage system.

3. The Town shall indemnify and save harmless ESC from any and all loss, damage, expense, claims, demands, actions, or causes of action arising out of the construction, maintenance, or operation of the Town's sewer system up to and including the point at which the connection is made into ESC's sewer system, or occasioned by or in any way growing out of the Town's sewage system, whether such loss shall be suffered directly by ESC or the Town or through either's liability to third persons by reasons of injuries to persons or damages to property. However, nothing herein shall be construed to provide for said indemnification arising out of the negligence of ESC or any of its agents or employees.

ARTICLE III JOINT REPRESENTATIONS MADE

ESC and Town shall comply with all applicable provisions of the Federal Water Pollution Act, Amendments of 1972 (as amended), and regulations promulgated pursuant thereto.

ARTICLE IV CONNECTIONS AND METERING

1. a. ESC shall connect its sewer system into the Town's sewer system at a point, said connecting point to be at the point agreeable to the Town's engineer

and agreeable to the engineers for the ESC. The proposed point of connections to the Town's manhole shall be labeled on the attached Appendix "A" as "Receiving Manhole".

b. ESC shall install a flow meter to record the volume of wastewater transported to the Town's sewage system at a manhole/lift station near ESC's existing treatment facilities. The Town shall have the right and means to take random samples at the flow meter point, said random samples to be conducted by the Town at the Town's expense. Upon final plans and specifications showing the point of the meter, such location shall be labeled as "Metering Station" on the attached Appendix "A". All costs associated with the actual physical connection, the flow meter and including, but not limited to, routine maintenance related thereto, shall be paid by ESC. Additionally, ESC shall purchase any additional pumps located at the Town's existing lift station needed by the Town to transport ESC wastewater directly to the Town's wastewater facility, however, the routine maintenance related thereto shall be paid by the Town.

2. The Town shall not make any connections within the ESC's Boundaries or the District's Boundaries and ESC shall not make any connection within the Town's service area unless written approval is received from the other party and is made an amendment to this Agreement.

3. The average volume of wastewater discharged by ESC into the sewer system shall not exceed a transportation capacity of an instantaneous flow of 200 gallons

per minute at the point of connection to the Town's sewer system and shall not exceed a maximum average daily flow of 41,000 GPD unless an amendment to this Agreement is executed.

4. ESC shall use its best efforts to not permit any infiltration into ESC's sewage system of any wastewater after the point at which the meter is placed unless any such infiltration is also metered and sampled; reported to the Town; and is used in computing the user charge to ESC pursuant to this Agreement.

ARTICLE V
DISTRICT'S REPORTING REQUIREMENTS

1. ESC shall report to the Town once each month on a date otherwise agreed upon, the volume of the discharge of sewage into the Town's systems upon a form prescribed by the Town. When required by the Town, the characteristics of the wastewater shall be measured or otherwise identified and reported thereon and shall include waste constituents identified as BOD₅ (i.e., 5-day biochemical oxygen demand, hereinafter referred to as BOD), ammonia nitrogen and suspended solids (hereinafter referred to as S.S.), as detailed in the sewer ordinance of Culver, Indiana or as amended or as prescribed by applicable regulations. Sampling and analysis of ESC's sewage shall be conducted in a comprehensive way and in accordance with generally accepted engineering practice(s), in effect at the time of sampling, to reflect an accurate profile of the sewage and to form the basis for fair and equitable charges to ESC as hereinafter detailed. Any sample shall be analyzed by Culver's treatment plant or an independent

laboratory. The Town shall be responsible for a priority pollutant scan on a grab sample of ESC's wastewater annually. Wastewater constituent levels shall not exceed that of normal domestic wastewater namely, 220 mg/l BOD₅, 220 mg/l S.S. and 12.5 mg/l ammonia nitrogen. To satisfy the sampling and reporting requirement as specified above, the Town shall, at the expense of the Town, periodically sample the wastewater constituent levels.

2. The Town reserves the right to verify reports submitted to ESC, and the Town shall conduct such verifications in accordance with the standards contained in this Article at the Town's cost unless an overall percentage error of at least fifteen (15%) percent exists in which event the reasonable cost of such verification shall be ESC's responsibility. The Town shall have rights to randomly sample ESC's effluent at the Town's cost.

3. The Town may from time to time request that ESC report additional data relating to the wastewater discharge into the Town's sewage system which may be requested or required by the State Board of Health, Indiana Department of Environmental Management, the Federal Environmental Protection Agency, or any other regulatory agency.

ARTICLE VI CHARGES AND FEES

1. ESC shall pay to the Town an amount equal to the sums based on rates and charges set out below. The Town shall present ESC with only one (1) monthly bill:

a. Monthly Rate and Charge. ESC shall pay the Town a monthly base rate (referred to as "ESC's Base Rate") of \$680.00. The ESC Base Rate is based upon a 4-inch meter size with a standard fee of \$647.76 per month plus a five percent (5%) surcharge for an out-of-town user. ESC shall pay a metered flow rate of \$5.50 per 1,000 gallons (referred to as "ESC's Treatment Rate"). The ESC Treatment Rate is based upon the standard treatment flow rate of \$5.24 per 1,000 gallons plus a five percent (5%) surcharge for an out-of-town user. ESC shall pay its Base Rate and its Treatment Rate, within 30 days of being invoiced for said costs. Subject to the 3-year moratorium below, if the Town's rate is increased due to treatment cost increases or capital improvement cost increases, ESC's rates likewise shall be increased. ESC shall be subject to all future increased rates and charges which shall include the additional five percent (5%) surcharge for out-of-town users.

Town shall provide at least 90 days' notice to ESC of any impending rate increase to allow ESC to modify any ESC's rates. If the Town proposes an increase in Treatment Costs, the Town shall provide ESC with a report from its rate consultant and provide ESC with an analysis of the proposed rate increase and the specific components of the proposed increase in ESC's Treatment Costs and shall base any increase on generally accepted rate making rules. Town agrees not to raise the ESC Rate or the Meter Fee for a period of three (3) years from date of first flow.

b. Excessive Strength Charge. In addition to the total processing charge, charges shall also be computed on the strength and character of the sewage and waste of which the Town is required to treat and dispose. Normal domestic wastewater strength should not exceed a five (5) day biochemical oxygen demand (BOD) of 220 milligrams per liter (MG/L), a suspended solids (SS) concentration of 220 milligrams per liter or an ammonia nitrogen level exceeding 12.5 milligrams per liter. Exceeding these strengths, as calculated according to the provisions of the Town's ordinances, shall result in a surcharge to the billing rate.

c. Excessive Flow. In the event the volume of wastewater discharged by ESC into the Town's sewer system exceeds 41,000 GPD or an instantaneous flow rate of 200 gallons per minute, the Town shall notify ESC in writing.

2. ESC shall pay the Town a one-time capacity buy-in fee of \$179,254.00 payable on or before six months from the date of first flow to Town. Said fee can be utilized by the Town at any time and in any manner for the Town's sewage works. The capacity buy-in permits ESC to transport a maximum average daily flow of 41,000 GPD with an instantaneous flow rate not to exceed 200 gallons per minute to the Town's collection system and treatment by the Town's wastewater treatment plant.

A map of the approved service area for ESC and the District is to be labeled "East Shore Service Area" on the attached Appendix "B".

3. Any changes to this agreement require renegotiation between the Town and ESC.

4. This agreement shall be reviewed annually.

ARTICLE VII
APPLICATION OF STATE AND FEDERAL REGULATIONS

In the event State or Federal legislation or regulations substantially alter the position of the parties or their rights and duties, this Agreement shall be subject to renegotiation in order to comply with any such new State or Federal legislation or regulation in accordance with Article VI, paragraph 3.

ARTICLE VIII
TERMINATION

In addition to all other remedies as provided by law, the parties shall have the right to terminate this Agreement upon a breach of this Agreement by ESC or Town upon thirty (30) days written notice detailing the breach, but only if the breach is not cured within such interval and only if ESC has a reasonable alternative to process its wastewater approved by the State of Indiana and the U.S. Environmental Protection Agency.

ARTICLE IX
MISCELLANEOUS

1. This instrument upon execution shall be binding upon the Town and ESC, their legal officers, successors and assigns unless the Town and ESC mutually agree to terminate this Agreement.

2. This Agreement embodies the entire understanding of the parties as to the subject matter hereof, and supersedes any and all prior agreements or understandings

between the parties. No modification of this Agreement will be valid or binding upon the parties unless made in writing, and signed by an authorized representative of each party.

3. This Agreement and any agreement entered into by the parties shall be governed by the laws of the State of Indiana. Each party hereby agrees to submit to the jurisdiction of the Circuit Court of the County of Marshall, State of Indiana, in any action or proceeding arising out of or relating to this Agreement.

4. If any provision of the Agreement is held to be invalid, illegal or unenforceable by a Court of competent jurisdiction, the provisions shall be stricken, and all other provisions of the Agreement which can operate independently of such stricken provision shall continue in full force and effect.

5. This Agreement may be assigned and transferred to the East Shore Conservancy District after the establishment of the District without any action or approval of the Town.

IN WITNESS WHEREOF, the undersigned certify that they are duly authorized and empowered to execute this Agreement in whose behalf they sign on the date and year first written above.

TOWN OF CULVER

By: Bill Hittens

By: Sally Kucinski

By: Brian B. Muroe

By: Wm. C. Clewange

By: R. P. W.

EAST SHORE CORP.
an Indiana non-profit corporation

By: Wm. F. Stecker
President

ADOPTED BY ORDINANCE this 11th day of February, 2020 by the Town
of Culver, Indiana

Rae A. H.
Clerk Treasurer

APPENDIX "A"

"Receiving Manhole"

"Metering Station"

[To Be Inserted]

APPENDIX "B"

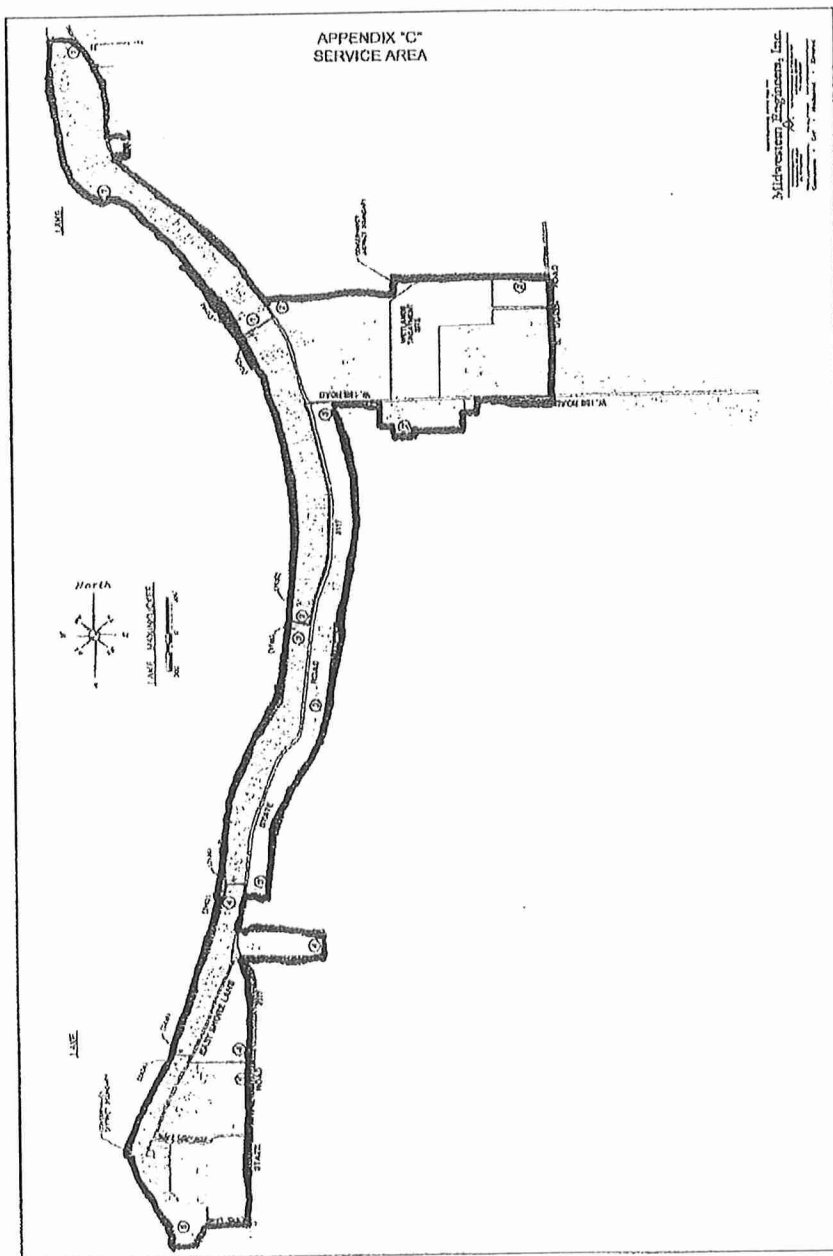


EXHIBIT 6

EXHIBIT 6 EAST SHORE DISTRICT PLAN



DATE: 8/15/19	SCALE: AS SHOWN
DRAWN BY: [Name]	CHECKED BY: [Name]
DESIGNED BY: [Name]	APPROVED BY: [Name]

PROPOSED LIFT STATION AND
FORCE MAIN TO CULVER
EAST SHORE CORP
AUGUST 2019

Midwestern Engineers, Inc.
1000 West 10th Street, Suite 200, Des Moines, IA 50319
 515-281-1111
 www.midwesternengineers.com

EXHIBIT 7

East Shore Conservancy District

Cost Estimate

ESTIMATED COST OF ACQUISITION OF EAST SHORE CORP'S ASSETS	1,875,000
ESTIMATED IURC COSTS – CTA TRANSFER PROCEEDINGS	25,000
LEGAL	25,000
MUNICIPAL ADVISOR	25,000
BOND COUNSEL	40,000
ADMINISTRATIVE COSTS & CONTINGENCIES	10,000
CONTINGENCY	100,000
 TOTAL ESTIMATED PROJECT COSTS	 \$2,100,000

EXHIBIT 8

East Shore Conservancy District

Estimate of Cost of Operation, Maintenance and Replacement

	<u>2022</u>
ANNUAL CASH OPERATING EXPENSES:	
ESTIMATED ANNUAL TREATMENT CHARGES – CULVER	\$ 28,488
COLLECTION SYSTEM O&M CONTRACTS	30,050
UTILITIES	1,500
MANAGEMENT CONTRACT	31,000
LEGAL, ACCTG & FINANCIAL	21,400
CUSTOMER ACCOUNTS	13,000
ADMINISTRATIVE & GENERAL	7,800
CONTINGENCIES 10%	<u>14,950</u>
TOTAL ANNUAL CASH OPERATING EXPENSES	148,188
DEBT SERVICES REQUIREMENTS:	
BOND PRINCIPAL & INTEREST – FUND WITH EXCEPTIONAL BENEFITS ASSESSMENTS	173,556
DEBT RESERVE – ASSUMES 5 YR BUILD-UP WITH COVERAGE ALLOWANCE	
REPLACEMENT & COVERAGE ALLOWANCE – 25%	<u>45,000</u>
TOTAL REVENUE REQUIREMENTS	\$366,744