

**AGREEMENT FOR REGULATION OF VEHICULAR  
TRAFFIC  
AND PARKING ON PRIVATE BUSINESS PROPERTY**

This Agreement for Regulation of Vehicular Traffic and Parking on Private Business Property is made this    day of September, 2016, by and between the Town of Santa Claus, Indiana ("Town"), and Christmas Lake Properties Association, Inc. ("Owner").

WHEREAS, the Town is a municipal corporation in the State of Indiana, and,  
WHEREAS, the Owner is the owner of property which Owner and Town have determined to be a "Residential Complex" and "Private Business Property" as defined by Chapter 6.07 of the Municipal Code of the Town of Santa Claus and I.C. SS9-21-78-1 et seq., and which is located within the territorial boundaries of the Town (hereinafter "Property"); and,

WHEREAS, I.C. SS559-21-18-1 et seq., permits the Town and the Owner of a "Residential Complex" and/or "Private Business Property" located within the Town to enter into an enforcement contract to empower the Town to regulate by ordinance certain traffic violations within the Property; and,

WHEREAS, the Owner has requested that the Town enforce by Ordinance traffic and parking rules, regulations, ordinances and violations on the Property; and,

WHEREAS, Chapter 6.07 authorizes the Town Marshal to enter into contracts with owners or lessees of Private Business Property and the Owner of a Residential Complex to regulate the parking of vehicles and the traffic on Private Business Property and moving traffic violations in a Residential Complex.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the parties hereby agree as follows:

1.     **Erection of Signs, Signals and Markings.** Subject to approval of the Town Marshall the Owner shall erect signs, signals and make markings upon the Property, which signs, signals and markings shall regulate parking, vehicular traffic, pedestrian traffic and the occupancy of the Property, which signs shall notify residents of and visitors to the Property of the relevant portions of this Ordinance and which shall be placed in a sufficient number of locations to clearly mark where the relevant portions of the Town's Ordinances apply. A sign placed at the entrance to a Residential Complex will not satisfy. this requirement. Nothing in this agreement shall require, or be construed to be required, the Town, its officers, employees or agents to plan, install or maintain signs, signals or markings on the Property, or to require the Town, its officers, employees or agents, to enforce any signs, signals, or markings which are erected or made without the approval of the Town or which are in violation of Indiana law or the Town's Municipal Code.

Upon installation or erection of signs, signals or markings regulating parking, vehicular traffic, pedestrian traffic and the occupancy of the Property, the Town Marshal and other police officers are authorized to provide enforcement services upon the Property by enforcing the approved signs, signals or markings and otherwise enforcing the provisions of Town's Municipal Code. In connection with such enforcement, the Town's Marshal and other officers are authorized to remove and store vehicles abandoned or found in violation of the Municipal Code; regulate the occupancy and use of the Property in accordance with erected signs, signals or markings, and regulate any other activity authorized by I.C. S9-21-18-1, et seq. or the Municipal Code.

2. **Term.** The initial term of this Agreement shall be for one (1) calendar year, following the effective date hereof, and shall automatically renew for successive periods of one (1) year thereafter unless either party gives notice, within thirty (30) days prior to the expiration of such initial term or extended term, of intention to terminate this Agreement; provided, however, that such automatic extensions shall not extend the term of this Agreement for a period longer than twenty (20) calendar years from the effective date hereof. Notwithstanding the initial term and the extended terms provided herein, this Agreement may be canceled at any time by the Town or the Owner upon thirty (30) days written notice to the other party.

Notwithstanding any termination of this Agreement by term or cancellation or for any other reason, any and all citations for violations of Town Ordinance issued prior to the effective date of termination shall remain of full force and effect and a violation of Town Ordinance.

3. **Revenue from Fines.** The Owner hereby acknowledges that the Town's Municipal Code, as amended at any time, and from time to time, and other successor provisions or other sections of the Municipal Code, provide for the imposition and collection of monetary fines, charges, fees and costs associated with the enforcement provided for in this Agreement, and the Owner, its successors and/or assigns, hereby waive any and all right, title or interest to such fines and other charges imposed by the Municipal Code, and hereby acknowledge and agree that such revenue shall belong solely to the Town.

4. **Indemnification.** The Owner hereby assumes and agrees to defend, indemnify, and save harmless the Town, its officers, employees or agents, from and against all loss, costs, expenses, claims, demands, suits and judgment, including court costs and attorneys' fees, in connection with any injury to or death of any person(s), or loss of or damage to any property (including the property of the Owner or any other party), if in any way related to or connected with the Town's performance under this Agreement, regardless of the cause of such injury, death, loss or damage, including fire or insurable hazard or any joint or concurring negligence by the Town or any employee, agent, subcontractor, or other personnel of the Town or any other party or

entity. This indemnity shall survive the expiration or termination of this Agreement, but shall not extend beyond the period of the applicable statute of limitations for any claim arising as to which this indemnity could otherwise be asserted.

In connection with such indemnification, the Owner shall procure and maintain in full force and effect throughout the effectiveness of this Agreement, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, such insurance to afford protection to the Town as an additional insured to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for injury or death to any single person, and to the limit of not less than One Million Dollars (\$1,000,000.00) for any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000.00) for property damage. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the Owner which may cover other premises in addition to the Business Property.

5. **Effective Date; Recordation of Contract and Posting of Notice.** This Agreement shall be recorded in the Office of the Recorder of Spencer County, Indiana, and this Agreement shall be effective three (3) days after this Agreement is so recorded. The Owner shall post signs in accordance with paragraph 1 of this Agreement on and within the Property as specified by the Town Marshal not later than three (3) days after the Agreement is recorded stating that the parking and traffic regulations on the Property are enforceable by the Town's law enforcement officers. This Agreement shall be enforced by the Town only at such time as the required signage is posted by the Owner.

6. **Entire Agreement.** This Agreement is the final expression of the complete and exclusive understanding agreement between the Town and the Owner with regard to the subject matter of this Agreement. No expressed or implied undertakings, representations or agreements have been made or relied upon except as specifically set forth in this Agreement.

7. **Amendment.** No agreement between the Town and the Owner to alter or amend this Agreement shall be binding and enforceable unless all terms and provisions of such alterations are set forth in a written modification which is signed by the duly-authorized representatives of the Town and Owner.

8. **Nonexclusive Right of Way Agreement.** In accordance with this Agreement, the Owner hereby grants to the Town a nonexclusive right of way permit for access to the Property, which right of way shall permit access at all reasonable times and areas upon the Property required by the Town's Officers, in their sole estimation and discretion, to perform any activities which regard to the performance of this Agreement.

9. **Governing Law.** The terms and provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Indiana, and the appropriate forum for the resolution of any disputes concerning the interpretation,

construction or breach of this Agreement, shall be the Spencer (County, Indiana) Circuit Court; Rockport, Indiana.

10. **Attorneys' Fees.** In the event that any action or proceedings shall be commenced by any party hereto enforce the terms and conditions of this Agreement, the non-prevailing party in any such action shall pay the reasonable costs and attorney fees incurred by the prevailing party in connection with such action or proceeding.

11. **Authority to Execute.** The persons executing this Agreement on behalf of the Town and Owner hereby certify that they have full power and authority to execute this Agreement on behalf of such party, and that all necessary governmental, corporate or other necessary requirements have occurred so as to authorize the parties to execute this Agreement.

Town of Santa Claus, Indiana

9/12/2016

Henry Joseph Brown Town Marshal  
Town of Santa Claus, Indiana

Date

Christmas Lake Properties Association, Inc.  
Printed Name: Chris J Ambs

9/14/2016

Date

Title: Property Manager

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Kevin R. Patmore.

This instrument prepared by Kevin R. Patmore, Attorney at Law,  
59 North Holiday Blvd., Po Box 459, Santa Claus, Indiana 47579