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GRANT OF RIGHT TO INSTALL SEWER LINES,
CONNECT TO THE SANITARY SEWER SYSTEM OF
THE TOWN OF ST. JOHN, AND WAIVER OF RIGHT
TO REMONSTRATE AGAINST ANNEXATION

Judith Compasnik
TOWN OF ST. JOHN
10955 W. 93rd STREET
ST. JOHN, INDIANA 46373-9701

97084780 mutual agreement made this 23rd day of October, 1997 between the
Town of St. John and/or the MORRIS W. CARTER St. John Sanitary Sewer District pursuant to motion made,
seconded, and duly approved by the St. John Sanitary Sewer District on the 16TH day of
October, 1997 and the Town of St. John on the 23rd day of October,
1997, as Grantor (hereinafter "The Town") and Salavador & Sheila Ramos, Jr.
Grantee (hereinafter "The Grantee").

WITNESSETH, that for and in consideration of the sum of Twenty-Five Dollars (\$25.00),
which sum shall be used to defray the administrative costs of processing this grant by the
Sanitary District of the Town of St. John, and other good and valuable consideration, the receipt
of which is hereby acknowledged, as more particularly set forth hereinafter, the parties hereby
agree as follows:

1. The Town gives and grants to the Grantee, the right to construct sanitary sewer lines in accordance with plans and specifications filed with the office of the Clerk-Treasurer of the Town of St. John on the 1st day of March, 1990 in and along public right-of-way and/or easements, owned, dedicated or to be granted to the Town of St. John, which plans and specifications are incorporated by reference as if fully set out herein.
2. The Town of St. John will accept such sewers, except local connections, as and for public sewers and will under take the obligation of maintenance for said public sewers upon inspection and proof of compliance with the laws and statues of the State of Indiana, including but not limited to the issuance of and SPC-15 permit, unless waived by the Board of Commissioners of the Sanitary District of the Town of St. John, in its sole discretion, and such testing as the superintendent of public works of the Town of St. John may require to insure

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compliance with the standards of the Town of St. John concerning exfiltration/infiltration, quality of pipe, bedding, water tight condition, inspection, and of the requirements of the Town of St. John as more particularly set forth in Ordinance No. 841 of the Town of St. John, Lake County, Indiana adopted the 9th day of July, 1990, the recommended standards for sewage works, 1978 edition as adopted by the Great-Lakes Upper Mississippi Board of State Sanitary Engineers and the Indiana Department of Environmental Management, or any supplement thereto, and the specifications for the construction of sanitary sewerage systems adopted by the St. John Sanitary District on March 1, 1990, as it may from time to time be amended.

3. The Grantee agrees to pay all charges for capacity and connection pursuant to the provisions of Ordinance No. 537 of the Town of St. John, Lake County, Indiana, and all charges for permit and inspection fees pursuant to the provisions of Ordinance No. 538 of the Town of St. John, Lake County, Indiana and all user rates prescribed therein as amended.

4. In the event the Board of Sanitary Commissioners of the St. John Sanitary District, in their sole discretion, determine that an engineering review of the plans and specifications is required, the grantee shall pay the direct costs and charges for such review by the municipal engineer, using the schedule of rates and charges approved by the Town of St. John and/or the Plan Commission of the Town of St. John for similar engineering services.

5. Pursuant to the provisions of I.C. 1971, 36-9-25-14 (f), the real estate described in Exhibit "A", attached hereto and made a part hereof (H.I.), (hereinafter "The Real Estate") shall become, upon recordation of this agreement with the recorder of Lake County, a part of the Sanitary District of the Town of St. John, Lake County, Indiana and the Grantees hereby agree to pay any and all ad valorem taxes imposed by the Sanitary District of the Town of St. John, Lake County, Indiana and certified by the State Board of Tax Commissioners as the lawful tax rate for said district.

6. Pursuant to the provisions of I.C. 1971, 36-9-25-.4 (g) the Grantees hereby agree for themselves, their executors, administrators, heirs, devisees, grantees, successors, and assigns that they will:

- (A) Neither object to nor file a remonstrance against the proposed annexation of the above-described real estate by the Sanitary District of the Town of St. John within the boundaries of the district
- (B) Neither object to nor file a remonstrance against the proposed annexation of the above-described real estate by the Town of St. John
- (C) Not appeal from any order or judgment annexing the above-described real estate to the Town of St. John;
- (D) Not file a complaint or action against any annexation proceedings brought by either the Town of St. John or its Sanitary District.

7. That the grantees have provided current evidence of title to the real estate in the form of a recorded deed and certificate of death dated as of the _____ day of _____, 199__ and hereby certify that grantee has not executed, or permitted anyone in grantee's behalf to execute, any conveyance, or lease of the Real Estate, which is now outstanding or enforceable against the real estate. Grantee has made no contract to sell all or a part of the Real Estate to any person other than the grantee. Grantee has not given to any person an option, which is presently exercisable, to purchase all or any part of the Real Estate. Grantee represents that the Real Estate is now in the possession of _____ Salavador & Sheila Ramos, Jr. as Owner and no other person has a right to possession or claims possession of all or any part of the Real Estate.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 16th day of October, 199__7

STATE OF INDIANA)
)SS
COUNTY OF LAKE)

Salvador Ramos
"Grantee"
Shiela Ramos
"Grantee"

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Salvador and Shiela Ramos, Jr. who acknowledged the execution of the foregoing agreement to be her voluntary act and deed.

Witness my hand and notarial seal this 16th day of October, 1997.

OFFICIAL NOTARY SEAL

* JUDITH L. COMPANIK *
* Notary Public, Lake County, Indiana *
* My commission expires Sept. 26, 2000 *

Judith L. Companik
Notary Public

My Commission Expires: _____

County Residence: _____

ATTEST:

Judith L. Companik
JUDITH L. COMPANIK
CLERK/TREASURER

Jerry Rudy
JERRY RUDY, PRESIDENT
BOARD OF SANITARY COMMISSIONERS
TOWN OF ST. JOHN

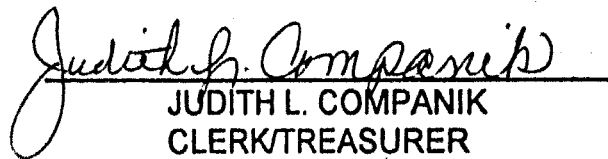
ATTEST:

Judith L. Companik
JUDITH L. COMPANIK
CLERK/TREASURER

John Taylor
JOHN TAYLOR, PRESIDENT
TOWN COUNCIL
TOWN OF ST. JOHN

CERTIFICATION

I, Judith L. Companik hereby certify that I am the duly elected, qualified, and acting Clerk-Treasurer of the Town of St. John, Lake County, Indiana, a municipal corporation and that the above and foregoing grant of right to install sewer lines connect to the Sanitary Sewer system of the Town of St. John, and waiver of right to remonstrate against annexation is a true and accurate copy of such document as it appears in the records of the St. John Sanitary District and the Town of St. John, having been approved by said entities by motion duly made and seconded on the 16th day of October, 1997 and the 23rd day of October, 1997 respectively.


JUDITH L. COMPANIK
CLERK/TREASURER