

FILED

OCT 28 1999

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

(1)

STATE OF INDIANA)

COUNTY OF LAKE)

SS: JUANITA
9908915

99 OCT 28 PH 12: 01

MONTE W. CARTER
RECORDER

**AGREEMENT FOR THE REDUCTION/ELIMINATION
OF SEWER UTILITY BILLING**

**THIS INDENTURE WITNESSETH that the Undersigned, FRANK &
AMELIA SUMARA, as owner(s) of the following-
described parcel of Real Estate located in Lake County, Indiana, namely, to-wit:**

TAX KEY NUMBER: 25-45-24

LEGAL DESCRIPTION: CEDAR POINT LOT 23

SUBJ. TO EASEMENT

(4 COTTAGES)

Sewer Account No.: 26-13090

commonly known as 13330 1/2 MORSE ST, Cedar Lake, Lake
County, Indiana, hereby make the following representations to the Town of Cedar Lake,
its Sewer Utility, and all future owners, Successors and Assigns of the above-described
Real Estate, to induce the Town of Cedar Lake and its Sewer Utility to reduce or eliminate
the billing of the Undersigned for Sewer Utility Services at the above-described Real
Estate:

1. That presently the above-described Real Estate has no improvements thereon due to the razing or removal of a building or other structure thereon, together with all debris and rubbish.
2. That in consideration thereof, the Town of Cedar Lake and its Sewer Utility agree to reduce or eliminate the billing of the Undersigned for Sewer Utility Services at the above-described Real Estate, and shall place the Sewer Billing Account related to this Real Estate on an inactive status.
3. That in the event this AGREEMENT is violated or breached at any time, by the construction of improvements of the above-described Real Estate by the Undersigned, their Successors or Assigns, the Undersigned, and their successors or Assigns of such Real Estate shall be liable for the payment of the then-current and applicable sewer tap-on-fee in effect for new sewer connections.
4. That the payment of such charges upon a breach of this AGREEMENT, for any reason whatsoever, SHALL CONSTITUTE A LIEN upon the above-described Real Estate and may be enforced according to the Laws of the State of Indiana for the collection of any delinquent Sewage rates or charges generally.
5. That this AGREEMENT is binding upon the Heirs, Personal Representatives, Successors, and Assigns of the Undersigned, and this AGREEMENT shall be binding upon all subsequent Owners of the Real Estate described herein, notwithstanding the manner in which such Real Estate is acquired or transferred.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT
on the 27 day of JULY, 1999.

Frank Sumara
FRANK SUMARA

Amelia Sumara
AMELIA SUMARA

*Wastewater Treatment
P.O. Box 707
Cedar Lake, In 46303
Attn: Mary*

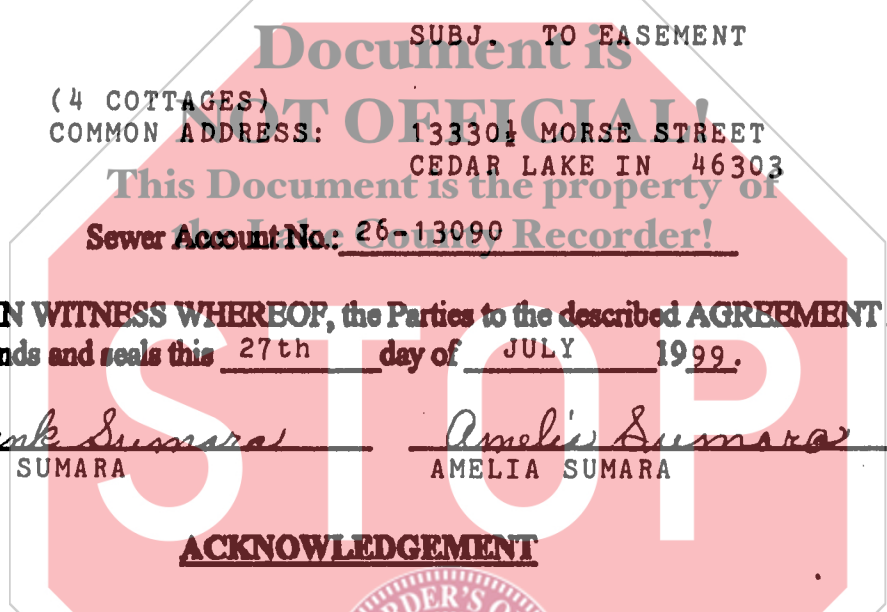
13:00
E.P.
CS

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

MEMORANDUM OF AGREEMENT
AGREEMENT FOR REDUCTION/ELIMINATION
OF SEWER UTILITY BILLING

KNOW ALL MEN BY THESE PRESENTS that on the 27th day of
JULY, 1999, the Undersigned entered into an AGREEMENT
FOR REDUCTION/ELIMINATION OF SEWER UTILITY BILLING affecting the
following-described Real Estate located in Lake County, Indiana, and constituting a
LIEN thereon, namely, to-wit:

TAX KEY NUMBER: 25-45-24
LEGAL DESCRIPTION: CEDAR POINT LOT 23
SUBJ. TO EASEMENT
(4 COTTAGES)
COMMON ADDRESS: 13330 1/2 MORSE STREET
CEDAR LAKE IN 46303
Sewer Account No: 26-13090



IN WITNESS WHEREOF, the Parties to the described AGREEMENT have set
their hands and seals this 27th day of JULY 1999.

Frank Sumara Amelia Sumara
FRANK SUMARA AMELIA SUMARA

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)



BEFORE ME, a Notary Public, in and for said County and State, personally
appeared the above Parties herein, who acknowledged or subscribed their respective
signatures this 27th day of JULY, 1999.



Mary J. Knapik
Notary Public
A resident of LAKE County,
Indiana

My Commission Expires:
9-12-2006

Printed Signature
MARY J. KNAPIK

This instrument prepared by: David M. Austgen, Attorney at Law, 130 North Main St,
Crown Point, Indiana 46307

