

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

(1)

2002 068522

2002 JUL 23 15

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

THIS INDENTURE WITNESSETH that the Undersigned,

JAMES SYMMES & DIANE SYMMES, as owner(s) of the following-described parcel of Real Estate located in Lake County, Indiana, namely, to-wit:

ACCT.# 12-01710  
KEY #25-93-9  
LEGAL DESCRIPTION :  
KUBISHS SUBDIV. L.9 BL.1

Sewer Account No.: #12-1710

commonly known as 7017 W 140TH AVE, 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:

- This Document is the property of**
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 23 day of July 2002

(X) [Signature]  
JAMES SYMMES

(X) [Signature]  
DIANE SYMMES

MAIL TO  
Town of Cedar LAKE  
P.O. Box 707  
Cedar Lake, In. 46303

12.00  
/m

MO 90887574742

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

JAMES SYMMES and DIANE SYMMES

being duly sworn upon oath, state he\they are the sole owners of the Real Estate described in the above Agreement and that he\they have executed this AGREEMENT as his\their free and voluntary act for the uses and purposes contained therein and that all things contained therein are true and correct.

(X) *[Signature]*  
JAMES SYMMES

(X) *[Signature]*  
DIANE SYMMES

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of July, 2009

*[Signature]*

Notary Public  
A resident of LAKE County,  
Indiana

Document ~~is~~  
NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder!

My Commission Expires:  
12-13-09

PAMELA A. CASTNER  
Printed Signature

STOP

Accepted this 23<sup>rd</sup> day of July, 192009



TOWN OF CEDAR LAKE, LAKE COUNTY  
INDIANA

By: *[Signature]*  
President, Town Council and  
Sewer Council

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

AF1-DEM