

STATE OF INDIANA )

(1)

) SS:  
COUNTY OF LAKE )

2002 068523

2002 JUN 16

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

**BRUCE BOOMSMA**

**THIS INDENTURE WITNESSETH** that the Undersigned, B & B DEVELOPEMENT

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

**TAX KEY NUMBER: 24-0014-0003**

**LEGAL DESCRIPTION: PT. E1/2 SE.  
S.27 T.34 R.9 .263AC.**

Sewer Account No.: 25-6055

commonly known as 13943 HUSEMAN 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 13<sup>th</sup> day of JUNE, 2002

X [Signature]  
**BRUCE BOOMSMA  
B & B DEVELOPEMENT**

102/05  
12.00  
[Handwritten notes and stamps]

