

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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2005 053623

STATE OF INDIANA)  
) SS:  
COUNTY OF LAKE )

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

THIS INDENTURE WITNESSETH that the Undersigned, THOMAS OWEN  
AND DEBBIE OWEN, as owner(s) of the following described parcel of Real  
Estate located in Lake County, Indiana, namely, to-wit:

KEY # 25-0167-0052

LEGAL: **SHADES ADD. CEDAR LAKE, PLAT AA  
ALL L. 52 BL. 1**

Sewer Account No: 13-110

commonly known as 7304 W 129TH PL. 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 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  
26TH day of MAY, 2005.

(x) Thomas Owen  
(THOMAS OWEN)

(x) Debbie Owen  
(DEBBIE OWEN)

13-  
ZP  
DS

STATE OF INDIANA)  
 ) SS:  
COUNTY OF INDIANA

(2)

**THOMAS OWEN**

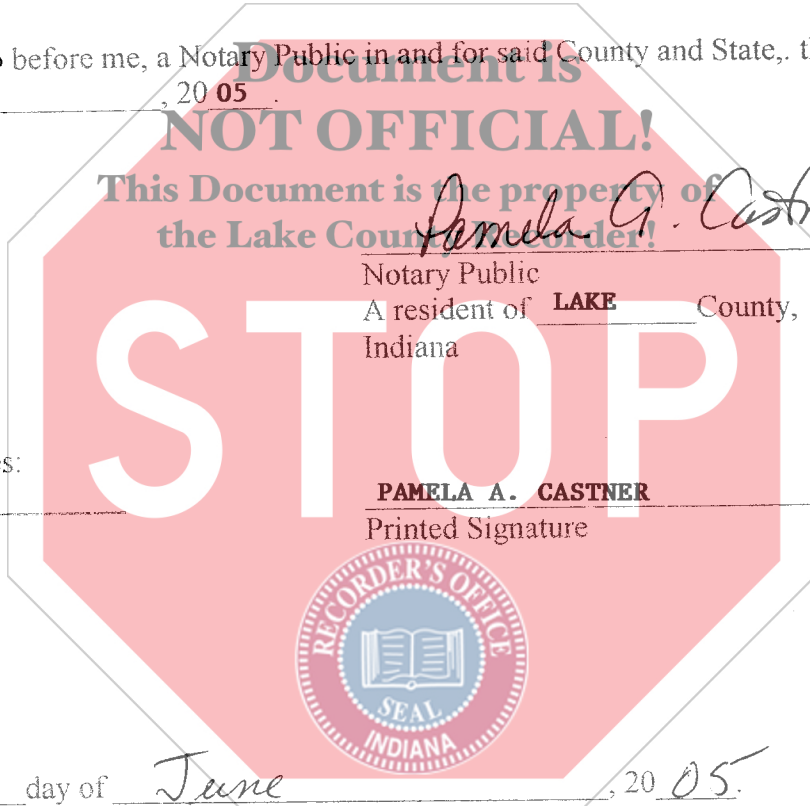
AND **DEBBIE OWEN**

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.

*Thomas Owen*  
**(THOMAS OWEN)**

*Debbie Owen*  
**(DEBBIE OWEN)**

Subscribed and sworn to before me, a Notary Public in and for said County and State., this 26TH day of MAY, 20 05.



My Commission Expires: DECEMBER 23, 2009

Accepted this 7 day of June, 20 05.

TOWN OF CEDAR LAKE, LAKE COUNTY INDIANA

By: *Angela L. Workoff*  
President, Town Council and Sewer Council

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

STATE OF INDIANA)  
 ) SS:  
COUNTY OF LAKE )

(3)

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

KNOW ALL MEN BY THESE PRESENTS that on the 26TH day of  
MAY, 2005, 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:

KEY # 25-0167-0052

LEGAL: SHADES ADD. CEDAR LAKE, PLATT AA  
ALL L.52 BL.1

Sewer Account No: 13-110

IN WITNESS WHEREOF, the Parties to the described AGREEMENT have set their hands  
and seals this 26TH day of MAY, 2005

(X) Thomas Owen  
(THOMAS OWEN)

(X) Debbie Owen  
(DEBBIE OWEN)

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 26TH  
day of MAY, 2005.

Pamela A. Castner  
Notary Public  
A resident of LAKE County,  
Indiana

My Commission Expires:  
DECEMBER 13, 2009

Printed Signature  
PAMELA A. CASTNER

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

AF4-DEM