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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**

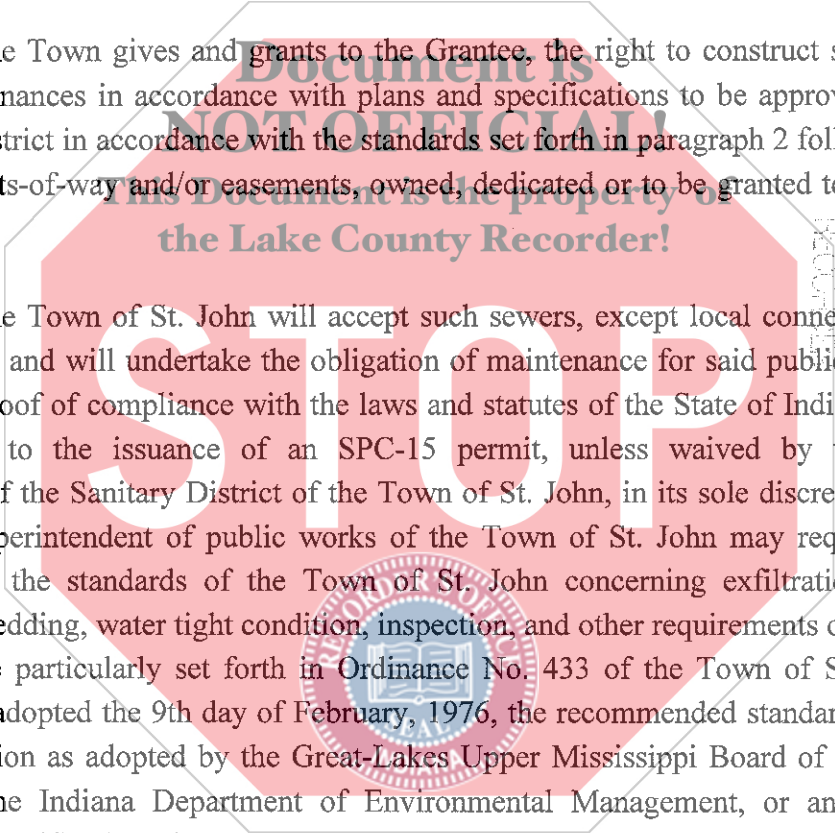
**THIS MUTUAL AGREEMENT** made this 28<sup>th</sup> day of September, 2006 between the Town of St. John and/or the St. John Sanitary Sewer District pursuant to motion made, seconded, and duly approved by the St. John Sanitary Sewer District on the 19<sup>th</sup> day of September, 2006, as Grantor (hereinafter "The Town") and **DERWIN B. NEITZEL and LYNN S. NEITZEL** as Grantees (hereinafter "The Grantee").

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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 and appurtenances in accordance with plans and specifications to be approved by the St. John Sanitary District in accordance with the standards set forth in paragraph 2 following, in and along public rights-of-way and/or easements, owned, dedicated or to be granted to the Town of St. John.

2. The Town of St. John will accept such sewers, except local connections, as and for public sewers and will undertake the obligation of maintenance for said public sewers upon inspection and proof of compliance with the laws and statutes of the State of Indiana, including but not limited to the issuance of an 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 compliance with the standards of the Town of St. John concerning exfiltration/infiltration, quality of pipe, bedding, water tight condition, inspection, and other requirements of the Town of St. John as more particularly set forth in Ordinance No. 433 of the Town of St. John, Lake County, Indiana adopted the 9th day of February, 1976, 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 sewage systems adopted by the St. John Sanitary District, as they may from time to time be amended.



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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 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 AThe 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 Grantee 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, 36-9-25-14 (g) the Grantee hereby agrees 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 Grantee has provided current evidence of title to the real estate in the form of the current tax records as held by the Lake County Auditor and a copy of the Warranty Deed for said property conveying the property to the Grantees, hereby certifies that Grantee has not executed, or permitted anyone on 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 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 herself as owner (s) and no other person has a right to possession or claims possession of all or any part of the Real Estate.

8. The conditions, provisions and terms of the Agreement shall be null and void, and of no force and effect, unless the Grantee(s) makes application to the appropriate authorities of the Town of St. John and connects to the sanitary sewer system, within twelve (12) months from the date of approval of this Agreement by Board of Sanitary Commissioners and Town Council of the Town of St. John, Indiana. If the approval date of the Board of Commissioners and Town Council are different then the applicable date for this provision is that which occurs later.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the 15<sup>th</sup> day of September, 2006.

Grantees:

Derwin B. Neitzel  
Derwin B. Neitzel

Lynn S. Neitzel  
Lynn S. Neitzel

**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

STATE OF INDIANA )  
  )SS:  
COUNTY OF LAKE )

Subscribed and sworn to before me this 15<sup>th</sup> day of September, 2006.

My commission expires: 2-9-08  
County of Residence: Lake

Beverly J. Gawrys  
Notary Public  
**OFFICIAL NOTARY SEAL**  
☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆  
**BEVERLY J. GAWRYS**  
Notary Public, Lake County, Indiana  
My commission expires Feb. 9, 2008  
☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆

ATTEST:  
Sherry P. Quigg  
CLERK-TREASURER

Robert Myers  
ROBERT MYERS, PRESIDENT  
Board of Sanitary Commissioners  
Town of St. John

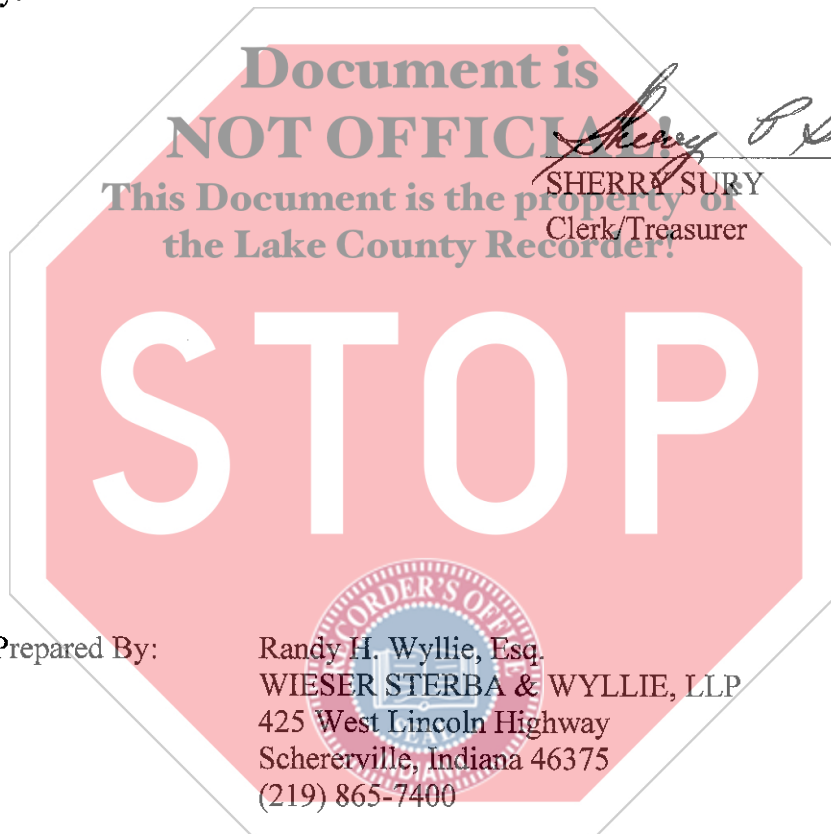
  
MICHAEL S. FRYZEL, PRESIDENT  
TOWN COUNCIL, TOWN OF ST. JOHN

ATTEST:

  
CLERK/TREASURER

**CERTIFICATION**

I, SHERRY SURY, 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 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 18<sup>th</sup> day of September, 2006 and the 27<sup>th</sup> day of September, 2006, respectively.



This Instrument Prepared By:

Randy H. Wyllie, Esq.  
WIESER STERBA & WYLLIE, LLP  
425 West Lincoln Highway  
Schererville, Indiana 46375  
(219) 865-7400

**EXHIBIT "A"**

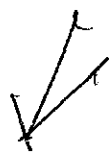
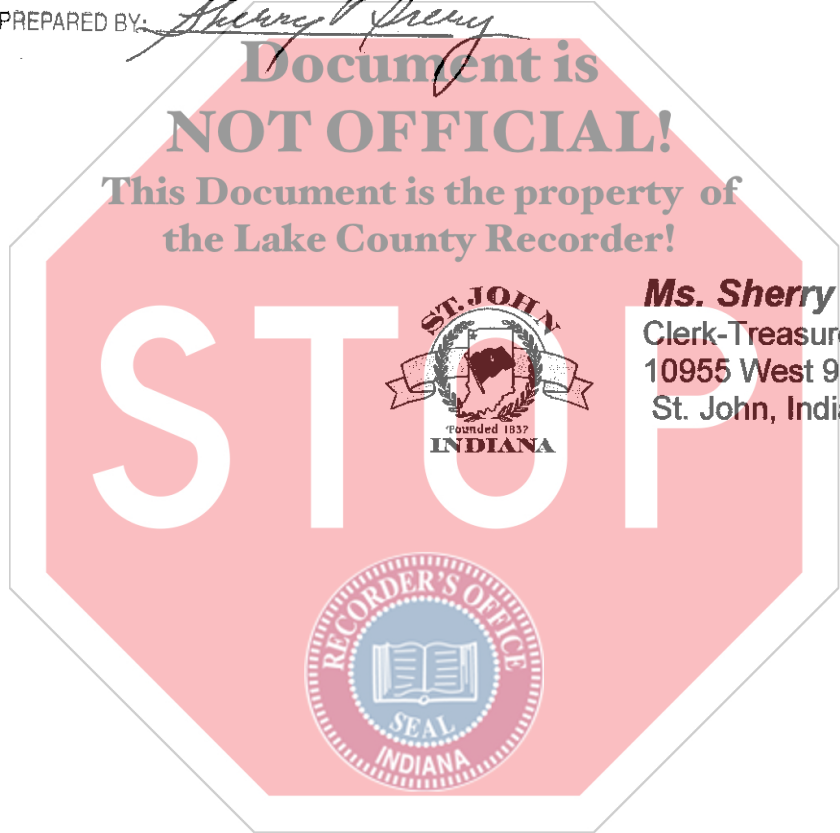
**LEGAL DESCRIPTION**

The West 160 feet of the East 408.5 feet of the South 200 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 35 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana.

Commonly Known As: 13550 West 101<sup>st</sup> Avenue  
Dyer, IN 46311

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: *Sherry P. Sury*



**Ms. Sherry P. Sury**  
Clerk-Treasurer's Office  
10955 West 93<sup>rd</sup> Avenue  
St. John, Indiana 46373