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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**

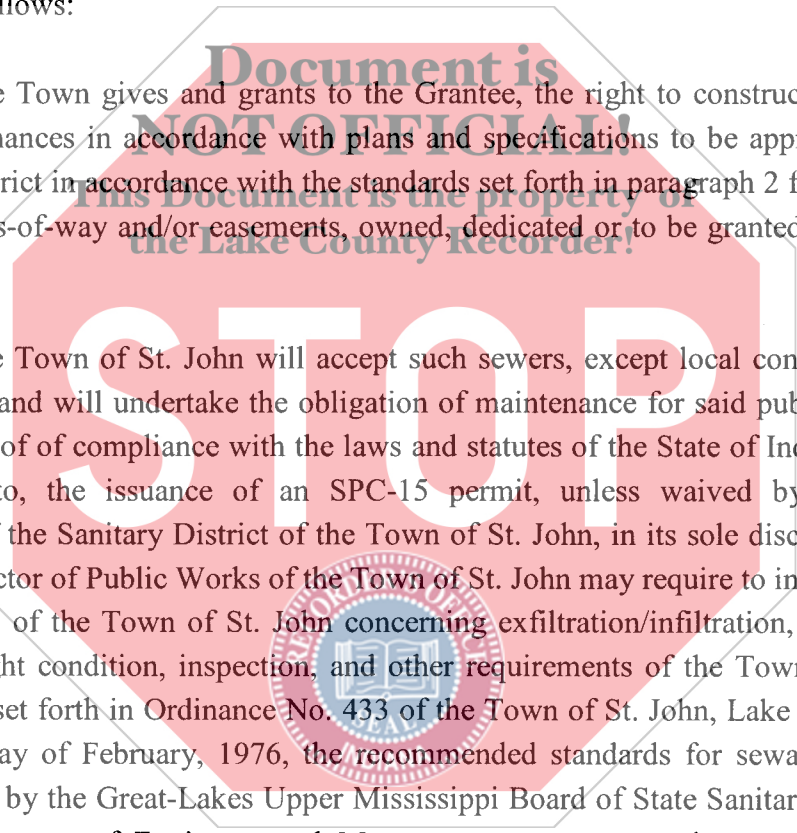
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**THIS MUTUAL AGREEMENT** made this 21<sup>st</sup> day of June, 2007 between the Town of St. John and/or the St. John Sanitary Sewer District pursuant to motion made, seconded, and duly approved by the St. John Sanitary Sewer District on the 21<sup>st</sup> day of May, 2007, as Grantor (hereinafter, "The Town") and **GOLFVIEW PARTNERS, LLC**, Grantee (hereinafter, "Grantee").

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 Director 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.



STATE OF INDIANA  
LAKE COUNTY  
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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 or 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 "The 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 itself, its executors, administrators, heirs, devisees, grantees, successors, and assigns that it will:

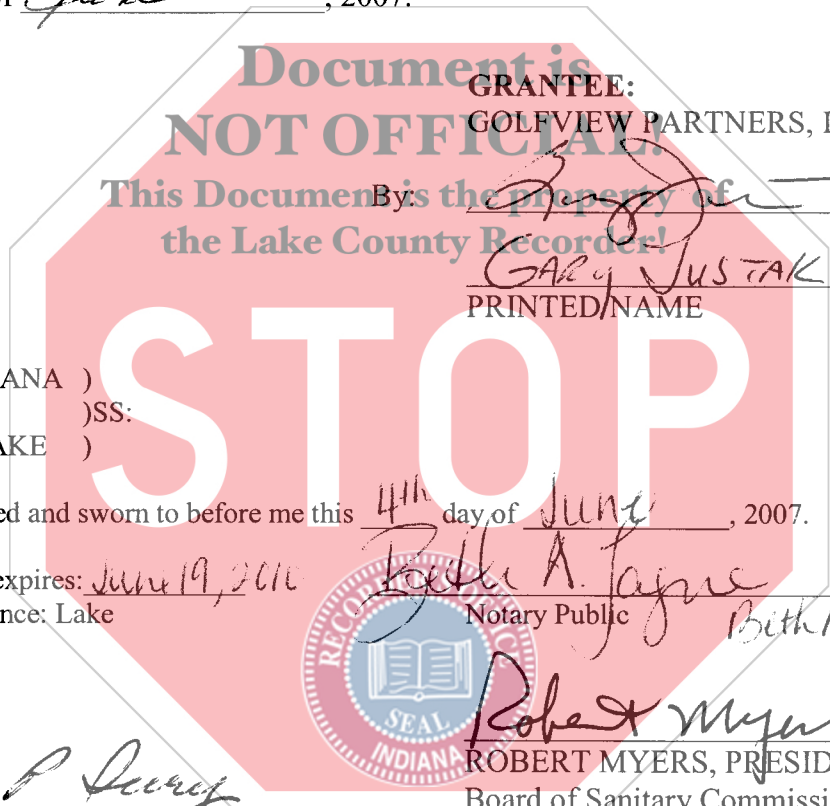
- (A.) Neither object to nor file a remonstrance against the proposed annexation of the above-described real estate by the Sanitary District of the Town of St. John within the boundaries of the district;
- (B.) Neither object to nor file a remonstrance against the proposed annexation of the above-described 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 title insurance and/or the current tax records as held by the Lake County Auditor and/or a copy of the Warranty Deed for said property conveying the property to the Grantee, 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 itself 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 **twenty-four (24) 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 21<sup>st</sup> day of June, 2007.



GRANTEE:  
GOLFVIEW PARTNERS, LLC

By: [Signature]  
GARY JUSTAK  
PRINTED NAME

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )

Subscribed and sworn to before me this 4<sup>th</sup> day of June, 2007.

My commission expires: June 19, 2010  
County of Residence: Lake

[Signature]  
Beth A. Tague  
Notary Public

ATTEST:  
[Signature]  
CLERK-TREASURER

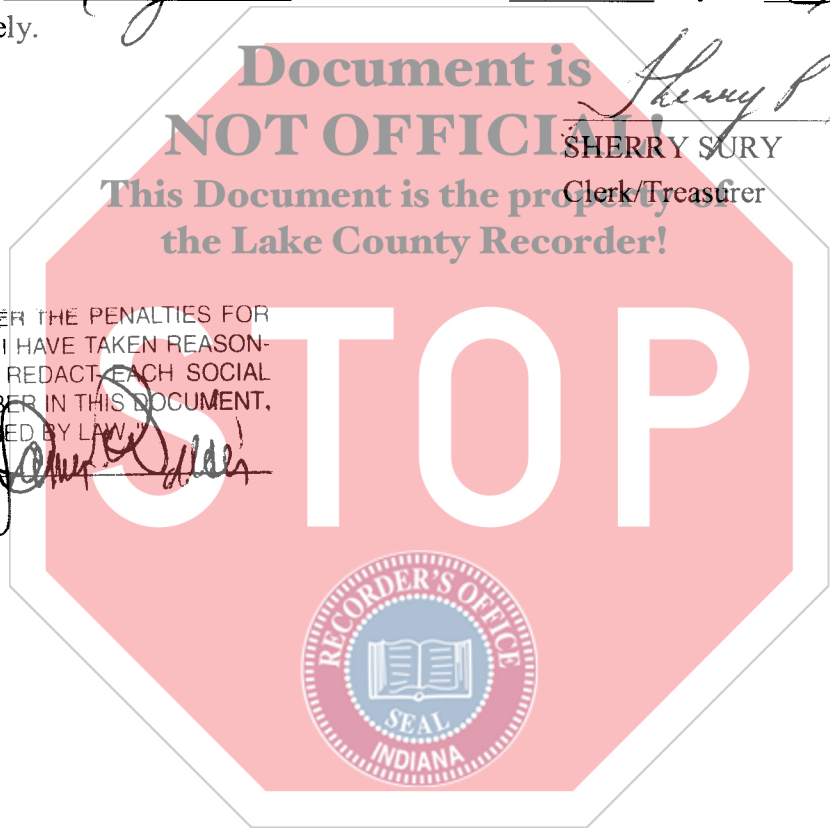
[Signature]  
ROBERT MYERS, PRESIDENT  
Board of Sanitary Commissioners  
Town of St. John

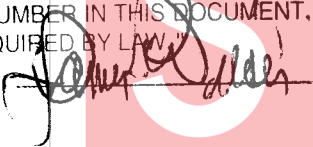
  
MICHAEL S. FRYZEL, PRESIDENT  
TOWN COUNCIL, TOWN OF ST. JOHN

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 21<sup>st</sup> day of May, 2007 and the 21<sup>st</sup> day of June, 2007, respectively.



"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: 

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

That part of the Southwest Quarter of Section 9, Township 34 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Beginning at a point 1792.58 feet East of the Southwest corner as measured along the South line of said Southwest Quarter; thence North 89 degrees 47' 59" West along said South line 451.81 feet to the Easterly right-of-way line of New York Central Railroad; (assumed basis of bearing is the South line of said Southwest Quarter being North 89 degrees 47' 59" West) thence North 00 degrees 09' 20" West along said Easterly right-of-way line 2658.65 feet to the North line of said Southwest Quarter; thence South 89 degrees 47' 59" East along said North line 961.69 feet; thence South 00 degrees 11' 36" West 50.00 feet; thence South 30 degrees 56' 40" West 211.31 feet; thence South 52 degrees 12' 46" West 110.80 feet; thence South 33 degrees 52' 59" West 362.19 feet; thence South 37 degrees 51' 48" West 76.45 feet; thence South 58 degrees 16' 36" West 246.05 feet; thence South 00 degrees 23' 40" East 180.00 feet; thence South 07 degrees 13' 28" East 49.90 feet; thence South 15 degrees 20' 15" East 40.98 feet; thence South 30 degrees 43' 55" East 39.39 feet; thence South 45 degrees 18' 57" East 40.26 feet; thence South 58 degrees 11' 22" East 392.54 feet; thence South 53 degrees 54' 46" East 77.17 feet; thence South 31 degrees 31' 46" East 429.20 feet; thence South 16 degrees 44' 55" East 223.50 feet; thence South 15 degrees 57' 35" West 113.49 feet; thence South 00 degrees 06' 50" West 75.09 feet; thence South 89 degrees 47' 50" West 558.09 feet; thence South 00 degrees 12' 10" West 521.77 feet to the Point of Beginning subject to all existing easements and rights-of-way.

