

5

**GRANT OF RIGHT TO INSTALL WATER LINES,  
CONNECT TO THE WATER UTILITY SYSTEM OF THE  
TOWN OF ST. JOHN, AND WAIVER OF RIGHT TO  
REMONSTRATE AGAINST ANNEXATION**

THIS MUTUAL AGREEMENT MADE this 29<sup>th</sup> day of November, 2007 between the Town of St. John and/or the St. John Waterworks District pursuant to motion made, seconded and duly approved by the St. John Waterworks District on the 19<sup>th</sup> day of November, 2007, as Grantor (hereinafter "The Town") and **REDEEMER UNITED REFORMED CHURCH, INC.**, (hereinafter, "the Grantee").

WITNESSETH, that for and in consideration of the sum of Two Hundred Dollars (\$200.00), which sum shall be used to defray the administrative costs of processing this grant by the Waterworks 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 water mains and appurtenances in accordance with plans and specifications to be approved by the St. John Waterworks 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 water mains and appurtenances, except local connections, as and for public water mains and will undertake the obligation of maintenance for these water mains upon inspection and proof of compliance with the laws and statutes of the State of Indiana, including but not limited to the issuance of no objection letter issued by Indiana Department of Environmental Management, if required and unless waived by the Board of Directors of the Waterworks 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, as it may from time to time be amended and the recommended standards for water works, 1982 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.

3. The Grantee agrees to pay all charges for capacity and connection pursuant to the provisions of Ordinance No. 454 of the Town of St. John, Lake County, Indiana, all system development charges and all user rates prescribed therein or as amended.

4. In the event the Board of Directors of the St. John Waterworks District, in their sole discretion, determine that an engineering review of the plans and specification is required, the Grantee shall pay the direct costs and charges for such review by the municipal engineer, using the

2007-09510

25.00

Document is NOT OFFICIAL!

FILED  
PEGGY HOLINGA  
LAKE COUNTY CLERK  
DEC 4 2007  
TOWN OF ST. JOHN  
LAKE COUNTY, INDIANA  
AUDITOR

024094

2056  
55 DG

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, 8-1.5-4-3 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 Waterworks District of the Town of St. John, Lake County, Indiana and the Grantees hereby agree to pay any and all ad valorem taxes imposed by the Waterworks 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. The Grantee hereby agrees for itself, its executors, administrators, heirs, devisees, grantees, successors, and assigns that they will:

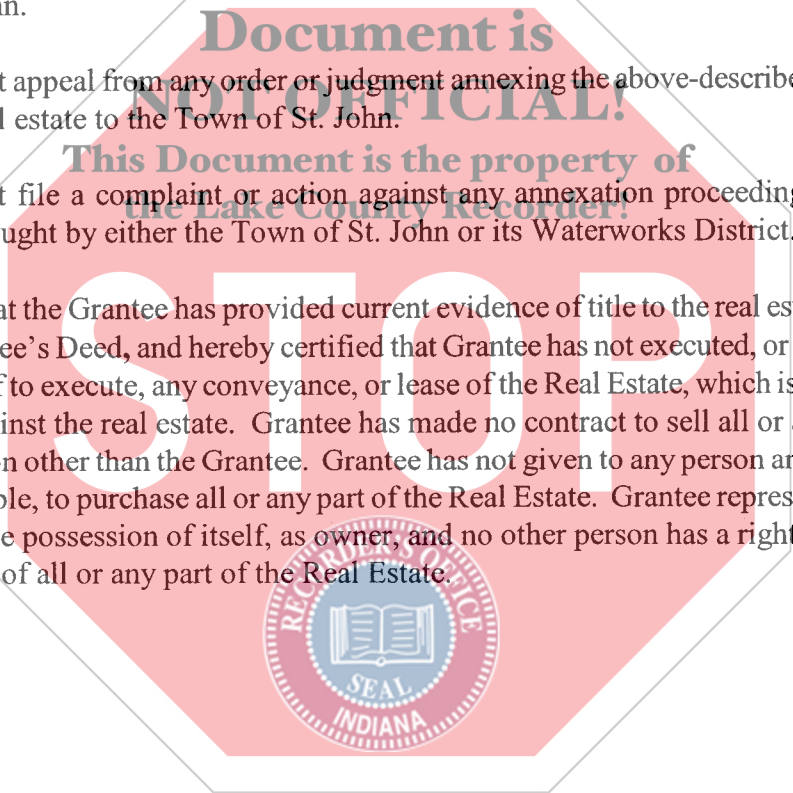
(A.) Neither object to nor file a remonstrance against the proposed annexation of the above-described real estate by the Waterworks District of the Town of St. John within the boundaries of the district.

(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 Waterworks District.

7. That the Grantee has provided current evidence of title to the real estate in the form of a copy of the Trustee's Deed, and hereby certified that Grantee has not executed, or permitted anyone in 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 a 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, 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 public water mains, **within** 24 **months** from the date of approval of this Agreement by Board of Waterworks 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 4<sup>th</sup> day of December, 2007.

**Grantee:**  
**Redeemer United Reformed Church, Inc.**

By: Trent Vander Zee  
Trent Vander Zee  
Printed Name

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )

OFFICIAL NOTARY SEAL  
Michelle D. Carey  
Notary Public, Lake County, Indiana  
My commission expires: Oct. 02, 2009  
**Document is NOT OFFICIAL.**  
**This Document is the property of the Lake County Recorder!**

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

My commission expires: 10/2/09 Michelle D. Carey  
County of Residence: Lake Notary Public

ATTEST:

Sherry Surr  
Sherry Surr, CLERK/TREASURER

Robert Myers  
ROBERT MYERS, PRESIDENT  
BOARD OF WATERWORKS  
TOWN OF ST. JOHN

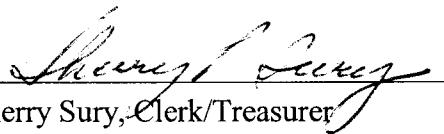
ATTEST:

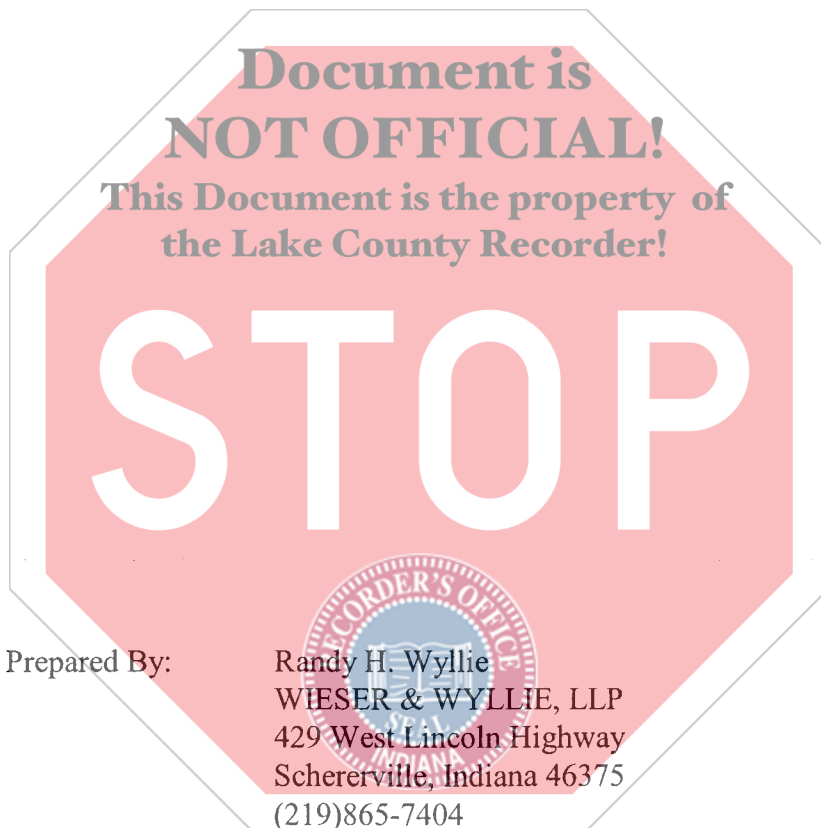
Sherry Surr  
CLERK/TREASURER

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

**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 water lines, connect the Waterworks 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 Waterworks District and the Town of St. John, having been approved by said entities by motion duly made and seconded on the 19th day of November, 2007 and the 25th day of November, 2007, respectively.

  
Sherry Sury, Clerk/Treasurer



This Instrument Prepared By:

Randy H. Wyllie  
WIESER & WYLLIE, LLP  
429 West Lincoln Highway  
Scherville, Indiana 46375  
(219)865-7404

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A part of the South 60 Acres of the East 100 acres of the Southeast Quarter of Fractional Section One, Township 34 North, Range 10 West of the Second Principal Meridian, more particularly described as: beginning at a point on the South line of Said Section One, North 89 degrees 13 minutes 18 seconds East (Basis of bearings for this description is South 00 degrees, 03 minutes 05 seconds East for the East line of said Southeast Quarter), 660.0 feet from the Southwest corner of said 60 acres, said point being also the Southwest corner of the land described in Deed Document 2001 088075 to James and Cynthia DeVries, recorded October 31, 2001 in the Office of the Recorder, Lake County, Indiana; Thence continuing North 89 degrees 13 minutes 18 seconds East along said South line, 294.19 feet to the point of beginning; Thence continuing North 89 degrees 13 minutes 18 seconds East along said South line 696.03 feet to the Southeast corner of said Southeast Quarter; Thence North 00 degrees 03 minutes 05 seconds West along the East line of said Southeast Quarter 305.12 feet; Thence South 89 degrees 13 minutes 18 seconds West parallel with the South line of said Southeast Quarter, 660.30 feet; Thence North 00 degrees 03 minutes 05 seconds West, 8.89 feet; Thence South 89 degrees 13 minutes 18 seconds West, 35.81 feet; Thence South 00 degrees 30 minutes 05 seconds East, 314.00 feet to the point of beginning, all in the County of Lake, State of Indiana.

