

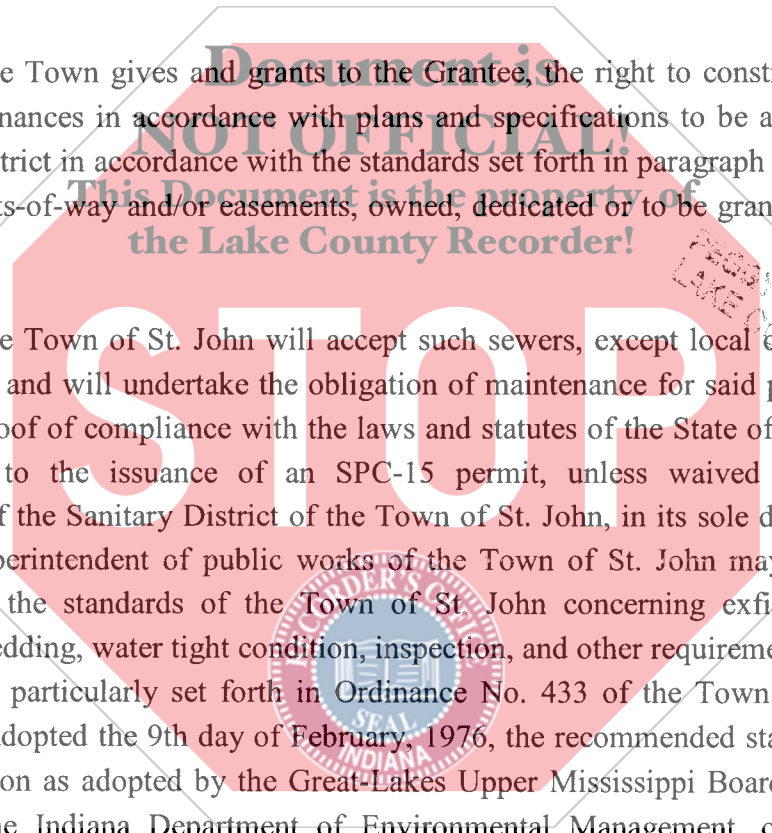
**GRANT OF RIGHT TO INSTALL SEWER LINES,
CONNECT TO THE SANITARY SEWER SYSTEM OF
THE TOWN OF ST. JOHN, AND WAIVER OF RIGHT
TO REMONSTRATE AGAINST ANNEXATION**

2007 09518

THIS MUTUAL AGREEMENT made this 29th day of November, 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 19th day of November 2007, as Grantor (hereinafter "The Town") and **REDEEMER UNITED REFORMED CHURCH, INC.**, as Grantees (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 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 "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 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 a copy of the Trustee's 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 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 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 4th day of December, 2007.

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 Grantee: Redeemer United Reformed Church
 By: [Signature]
Trent Vander Wee
 Printed Name

STATE OF INDIANA)
)SS:
 COUNTY OF LAKE)

Michere L. Care,
 Notary Public, Lake County, Indiana
 My commission expires Oct. 02, 2009

Subscribed and sworn to before me this 4th day of December, 2007.

My commission expires: 10/2/09
 County of Residence: Lake



[Signature]
 Notary Public

ATTEST:
[Signature]
 CLERK-TREASURER

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

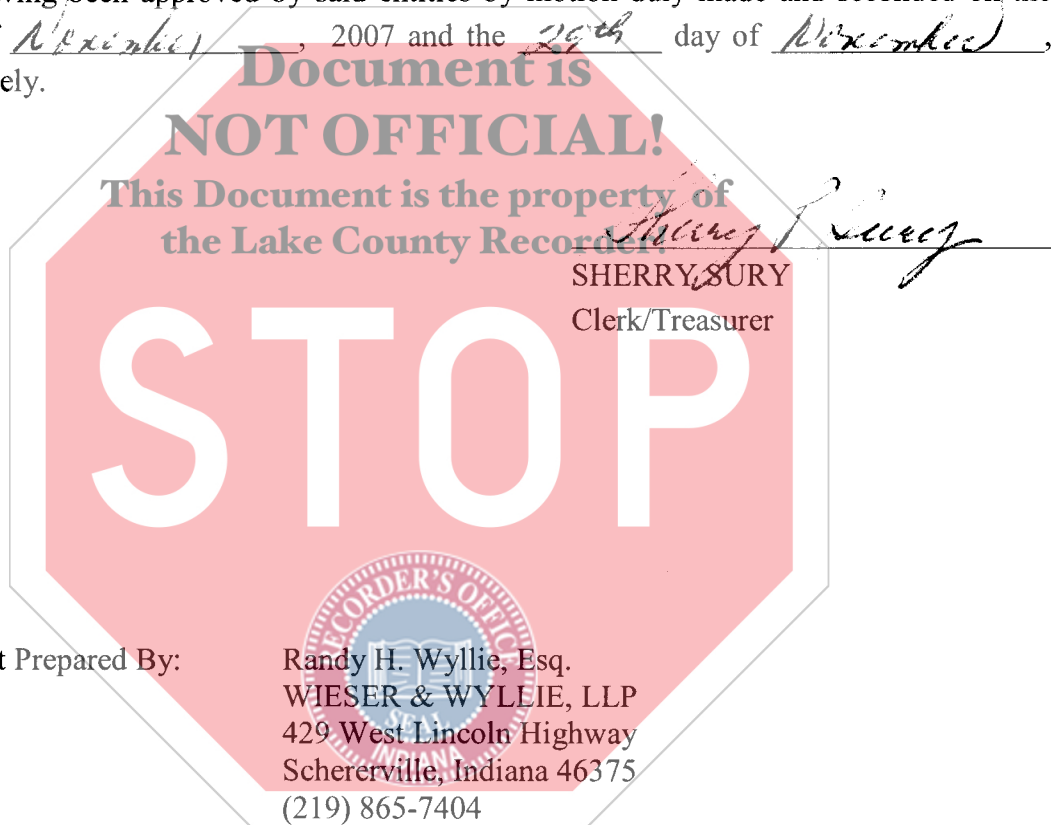

MICHAEL S. FRYZEL, PRESIDENT
TOWN COUNCIL, TOWN OF ST. JOHN


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 19th day of November, 2007 and the 29th day of November, 2007, respectively.



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NOT OFFICIAL!
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the Lake County Recorder.

SHERRY SURY
Clerk/Treasurer

STOP

RECORDER'S OFFICE

This Instrument Prepared By:

Randy H. Wyllie, Esq.
WIESER & WYLLIE, LLP
429 West Lincoln Highway
Schererville, 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.

