



**WHEREAS**, the TOWN is authorized pursuant to I.C. § 8-1.5-2-3, *et seq.*, as amended from time to time, to enter into contracts and/or agreements necessary or incidental to the operation, performance and connection(s) to its Waterworks; and

**WHEREAS**, the TOWN may, under the applicable Home Rule provisions of I.C. § 36-1-3-4, *et seq.*, exercise necessary or fairly implied in or incident to powers expressly granted by statute, or all other powers necessary or desirable in the conduct of its business affairs, even though not granted by statute; and

**WHEREAS**, the GRANTEE, at its cost, will construct water lines and appurtenances to extend the existing St. John Waterworks, in accordance with the plans submitted and on file with the TOWN (hereinafter referred as "Water Facilities"). The GRANTEE, at its cost, shall furnish the necessary engineering services and labor and materials to install the Water Facilities, and obtain all necessary easements, permits, right-of-way grants, or other authority which is required to provide water service to the Property; and

**WHEREAS**, the GRANTEE seeks to convey and transfer the Water Facilities to the TOWN upon completion, inspection, and acceptance of the Water Facilities by the TOWN;

**WHEREAS**, the TOWN has been informed the Water Facilities will result in additional extensions and connections to the existing TOWN Waterworks; and

**WHEREAS**, the TOWN has determined that it is appropriate and necessary to enter into this Water Connection Agreement under applicable Indiana Law with the GRANTEE for the additional tap-ins and connections to the TOWN Waterworks; and

**WHEREAS**, the TOWN and the GRANTEE agree to set forth herein the terms and provisions of this Water Connection Agreement in order to avoid any misunderstandings or disagreements, and to set forth clearly all terms, provisions and understandings regarding the duties and responsibilities of the GRANTEE and the TOWN.

COVENANTS

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ALL OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

1. **GRANTEE.** GRANTEE is the Applicant for municipal utility services and Owner of the subject real estate as evidenced by the Warranty Deed, Document No. 2016-028707, attached hereto as *Exhibit "B"* and incorporated herein;

2. **CONSTRUCTION OF IMPROVEMENTS:**

a. The Water Facilities are specifically described on *Exhibit "C"*, attached hereto and incorporated herein. The GRANTEE has paid, or will have paid, for the construction of the Water Facilities, and all related expenses related to the design, construction, installation, and testing of the Water Facilities.

b. The GRANTEE will build, construct, install, and pay for the Water Facilities, pursuant to plans, specifications, and drawings submitted to the TOWN, and approved by the TOWN. Full, true and accurate copies of

such plans, specifications and drawings, as submitted, and as-built, will be filed with the TOWN, as part of its official records.

c. The Parties agree that the Water Facilities are sized, extended, located, and constructed in such a way so as to be sufficient to serve the GRANTEE'S Property, and all real property upstream of the GRANTEE'S Property.

3. **ACCEPTANCE OF IMPROVEMENTS.** The Parties agree that the submission made by GRANTEE upon completion of the Water Facilities and prior to the acceptance thereof by the TOWN will be reviewed and inspected by the TOWN'S Consulting Engineers who will determine that the construction materials and installation meet the Town standards and are acceptable for connection to the Town Water Distribution System.

4. **TRANSFER OF IMPROVEMENTS.** The Water Facilities will become the property of the TOWN, after acceptance per paragraph 3 above. The GRANTEE shall be responsible for all maintenance and operational expenses of the Water Facilities until transferred. The GRANTOR shall be responsible for all maintenance and operational expenses of the Water Facilities after transfer.

5. **CONNECTION CHARGES AND FEES:** The GRANTEE agrees to pay all charges and fees for the capacity and connection pursuant to applicable Town Ordinance, as amended from time to time, and all user rates prescribed therein, or as amended.

6. **PROFESSIONAL FEES:** In the event that the Utility Board of the TOWN, in its sole discretion, determines that an engineering review of the plans and specifications is required, or legal services are required, the GRANTEE shall pay the direct costs and charges for such review by the TOWN engineer, as well as the legal services rendered using the schedule of rates and charges approved by the TOWN and/or Plan Commission of the TOWN of St. John for similar engineering and/or legal services.

7. **TAXES:** Pursuant to the provisions of I.C. § 36-4-3, *et seq.*, as amended from time to time, the real estate described in *Exhibit "A"*, attached hereto, and made a part hereof, shall become, upon recordation of this agreement with the Recorder of Lake County, Indiana, a part of the St. John Department of Waterworks District, and the GRANTEE hereby agrees to pay any and all ad valorem taxes imposed by the Town Department of Waterworks, and certified by the State Board of Tax Commissioners and the Indiana Department of Local Government Finance, as the lawful tax rate for said District.

8. **STATUTORY WAIVER OF RIGHTS:** Pursuant to the provisions of I.C. § 36-4-3-11.7, as amended from time to time, GRANTEE hereby agree for itself, its personal representatives, administrators, heirs, devisees, successors and assigns, that it will:

a. Neither object to nor file a remonstrance against the proposed annexation of the above-described parcel of real estate ever by either the TOWN or the District within the boundaries of the District;

b. Not ever appeal from any order or judgment annexing the above-described Real Estate to the TOWN;  
and

c. Not ever file a complaint or action against any annexation proceedings brought by either the TOWN or the District.

9. **TITLE:** The GRANTEE has provided acceptable evidence of contractual right to purchase the real estate from OWNER and Power of Attorney to act as Agent for OWNER. GRANTEE also 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 other person. GRANTEE has not given 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, or with rights as owner, and that no person other than OWNER has a right to possession or claims possession of all or any part of the real estate at the time of entry into this Agreement.

10. **EFFECTIVE DATE:** The conditions, provisions and terms of the Agreement shall be null and void, and of no force and effect, unless the GRANTEE makes application to the appropriate authorities of the TOWN and connects to the water system, within twenty-four (24) months from the date of approval of this Agreement by the District and the TOWN Council of the TOWN. If the approval date of the District and TOWN Council are different then the applicable date for these provisions is that which occurs later.

11. **NOTICES:** Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, U.S. Mail or private express, or by facsimile according to the following address and contact information:

**TOWN:**

Town of St. John, Lake County, Indiana,  
a Municipal Corporation  
10955 W. 93rd Avenue  
St. John, IN 46373  
Attn: Town Clerk-Treasurer & Town Manager  
P: 219.365.6465  
F: 219.558.2158

**GRANTEE:**

Illiana Christian High School Association  
2261 Indiana Avenue  
Lansing, IL 60438  
Attn: Mr. Peter Boonstra

**With a copy to:**

Austgen Kuiper Jasaitis P.C.  
130 N. Main Street  
Crown Point, IN 46307  
Attn: David M. Austgen, Town Attorney  
P: 219.663.5600  
F: 219.662.3519

**With a copy to:**

**KERANSKY, BOUWER & PORACKY P.C.**  
**625 JOLIET STREET - SUITE 425**  
**DYER, IN 46311**  
**ATTN: GREG A. BOUWER**  
**P: 219.865-6700**  
**F: 219.865-5840**

Any Notice shall be deemed dated, delivered, received and effective on the date of delivery, if personally delivered. If mailed, delivery will be effective Seventy-Two (72) hours after deposit of such Notice, and all required copies, in the United State Mail in the manner set forth above. Any Party may be given Notice in accordance with the terms hereof and change its address for purposes of delivery of Notices.

12. **INTERPRETATION, GOVERNING LAW.** This Agreement shall be construed as if prepared by all Parties. This Agreement shall be construed, interpreted and governed by the Laws of the State of Indiana.

13. **FURTHER ASSURANCES.** Each Party will, whenever, and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and

all further conveyances, assignments, approvals, consents, and any and all other documents, and do any and all other acts as may be necessary to carry out the intent and purposes of this Agreement.

14. **ENTIRE AGREEMENT, AMENDMENTS.** This Agreement represents the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be writing and shall be signed by all Parties hereto.

15. **SEVERABILITY.** If any term, provision, condition or covenant of this Agreement, or the application thereof, to any party or circumstance shall to any extent be held invalid or unenforceable the remaining terms, provisions, conditions or covenants of this Agreement shall not be affected thereby, and this Agreement, in each term, covenant and condition of this Agreement shall otherwise be valid and enforceable to the fullest extent permitted by applicable Law.

16. **NO WAIVER.** A waiver by either Party hereto of a breach of any of the covenants or agreements hereof to be performed by any other Party shall not be construed as a waiver or any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

17. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective Heirs, Personal Representatives, Successors and Assigns.

18. **HEADINGS.** The headings and captions in this Agreement are for convenience and ease of reference only, and shall not be issued to construe, interpret, expand, or limit the terms of this Water Reimbursement Agreement.

19. **CORPORATE/ENTITY AUTHORIZATION:** The undersigned Person or Persons executing this Agreement on behalf of any Corporate Parties or other legal Entities to this Agreement, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this Agreement, and that all necessary corporate action for the making of this Agreement has been taken and done.

20. **PUBLIC ACTION:** It is expressly acknowledged and stated that this Agreement is entered into by the Town of St. John, Lake County, Indiana, after action at a duly noticed public meeting of the St. John Department of Waterworks Board of Directors on the 22 day of August, 2017, wherein by a vote of 2 in favor, and 0 opposed, and whereby the President of the Board of Directors of the Town Department of Waterworks and the Town Clerk-Treasurer, respectively, were each directed to execute and attest the same, and deliver this Agreement herein. Further, after action at a duly noticed public meeting of the St. John Town Council on the 24 day of August, 2017, wherein by a vote of 4 in favor, and 0 opposed, and whereby the President of the Town Council and the Town Clerk-Treasurer, respectively, were each directed to execute and attest the same, and deliver this Agreement herein.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, THE TOWN AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

**GRANTEE:**

Illiana Christian High School Association,  
an Illinois Non-Profit Corporation,  
and a Foreign Indiana Corporation,  
2261 Indiana Avenue  
Lansing, Illinois 60438

By: [Signature]  
Board President

Attest by: [Signature]

Name: William A. Aronson

Date: 8/24/17



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 24<sup>th</sup> day of August,

2017, personally appeared Don Zuidema, not individually, but as the Board President of Illiana Christian High School Association, an Illinois Non-Profit Corporation, duly registered as a Foreign Corporation in the State of Indiana, and acknowledged the execution of the foregoing Agreement (Sanitary), and who, having been duly sworn, stated that the representations therein contained are true. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires: [Signature]  
Beverly L. Helmus  
Resident of Lake County, Indiana

**BEVERLY L. HELMUS**  
**NOTARY PUBLIC**  
**STATE OF INDIANA**  
My Commission Expires April 22, 2023

**TOWN:**

Town of St. John, Lake County, Indiana,  
Department of Waterworks, by and through  
its duly appointed Board of Directors

Town of St. John, Lake County, Indiana,  
a Municipal Corporation,  
Town Council

By: *Gregory J. Volk*  
Gregory J. Volk, President

By: *Michael S. Forbes*  
Michael S. Forbes, Town Council President

Attest by: *Beth R. Hernandez*  
Beth R. Hernandez, Clerk-Treasurer

Attest by: *Beth R. Hernandez*  
Beth R. Hernandez, Clerk-Treasurer

Date: 8/24/17

Date: 8/24/17

STATE OF INDIANA )

COUNTY OF LAKE )

**Document is NOT OFFICIAL!**  
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**STOP**

Before me, the undersigned, a Notary Public in and for said County and State, this 31<sup>st</sup> day of August, 2017, personally appeared Gregory J. Volk and Michael S. Forbes, not individually, but as President of the Department of Waterworks Board of Directors and Town Council President, respectively, and Beth R. Hernandez, not individually, but as Town Clerk-Treasurer, and acknowledged the execution of the foregoing Agreement, and who, having been duly sworn, stated that the representations therein contained are true. In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.



*James Turman, II*  
*John*  
Resident of Lake County, Indiana

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law and this document was prepared by David M. Austgen, AUSTGEN KUIPER JASAITIS P.C., 130 N. Main Street, Crown Point, Indiana 46307.

**EXHIBIT A**

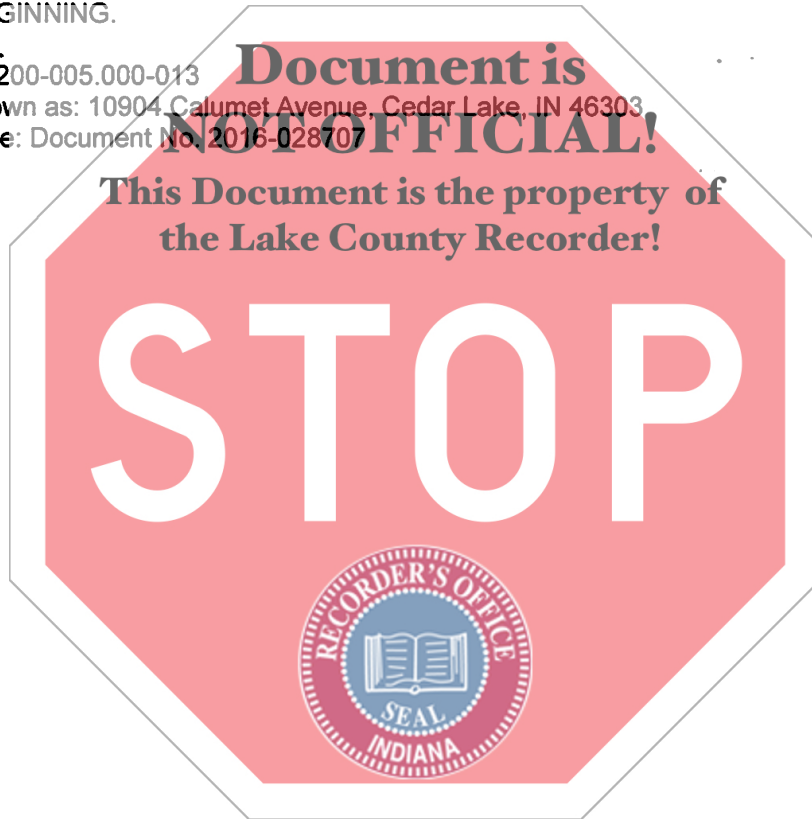
**LEGAL DESCRIPTION**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING 2 ACRES IN THE NORTHEAST CORNER THEREOF; AND ALSO EXCEPT THE FOLLOWING: THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 295.2 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE WEST 147.6 FEET ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 295.2 FEET; THENCE EAST 147.6 FEET; THENCE NORTH 295.2 FEET TO THE PLACE OF BEGINNING.

PIN: 45-14-12-200-005.000-013

Commonly Known as: 10904 Calumet Avenue, Cedar Lake, IN 46303

Deed Reference: Document No. 2016-028707





**EXHIBIT B - WARRANTY DEED**

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 028707

2016 MAY 12 AM 10:31

MICHAEL B. BROWN  
RECORDER

**WARRANTY DEED**

THIS INDENTURE WITNESSETH, that Barbara J. Parmely, as Trustee under the provisions of the Barbara J. Parmely Trust dated July 11, 2012, as to an undivided one-half interest, as tenant in common, and Walter J. Piepho, as to an undivided one-half interest, as tenant in common, do hereby convey and warrant all right, title and interest to:

ILLIANA CHRISTIAN HIGH SCHOOL ASSOCIATION

for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana, to-wit:

The Northeast 1/4 of the Northeast 1/4 of Section 12, Township 34 North, Range 10 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, EXCEPTING 2 acres in the Northeast corner thereof; and also EXCEPT the following: That part of the Northeast 1/4 of the Northeast 1/4 of Section 12, Township 34 North, Range 10 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point 295.2 feet West of the Northeast corner thereof; thence West 147.6 feet along the North line of said Northeast 1/4 of the Northeast 1/4; thence South 295.2 feet; thence East 147.6 feet; thence North 295.2 feet to the place of beginning.

Parcel No. 45-14-12-200-005.000-013

More commonly known as 10904 Calumet Avenue, Cedar Lake, IN 46303

Subject to all covenants, easements and restrictions of record, 2016 real estate taxes and all years thereafter.

IN WITNESS WHEREOF, the parties have caused this Deed to be signed this 21<sup>st</sup> day of April, 2016.

BARBARA J. PARMELY, AS TRUSTEE UNDER  
THE PROVISIONS OF THE BARBARA J.  
PARMELY TRUST DATED JULY 11, 2012

*Walter J. Piepho*  
WALTER J. PIEPHO

By: *Barbara J. Parmely*  
Barbara J. Parmely, Trustee

**FIDELITY NATIONAL  
TITLE COMPANY**

92014-1179

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

MAY 11 2016

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

18.  
FW  
TW  
002675

STATE OF Indiana )  
 ) SS:  
COUNTY OF Lake )

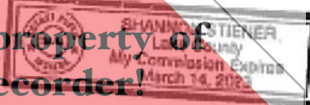
Before me, a Notary Public, in and for said County and State, personally appeared Barbara J. Parnely, as Trustee under the Provisions of the Barbara J. Parnely Trust dated July 11, 2012, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said trust, and as her free and voluntary act, acting as Trustee of said trust.

Given under my hand and notarial seal, this 21st day of April, 2016.

My Commission Expires: 3-14-23  
My County of Residence: Lake Shannon Stiener, Notary Public

STATE OF Indiana  
COUNTY OF Lake

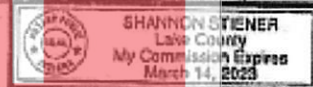
**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**



Before me, a Notary Public, in and for said County and State, personally appeared Walter J. Piepho, who acknowledged the execution of the foregoing instrument as his free and voluntary act.

Given under my hand and notarial seal, this 21st day of April, 2016.

My Commission Expires: 3-14-23  
My County of Residence: Lake Shannon Stiener, Notary Public



**STOP**  
**AFFIRMATION**  
I affirm, under the penalties of perjury, that I have taken reasonable care to render each Social Security number in this document, unless required by law.



Greg A. Houser

Send future real tax statements to (Grantee's Address):  
Illiana Christian High School Association  
2261 Indiana Avenue  
Lansing, IL 60438

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:  
GREG A. BOUWER, KORANSKY, BOUWER & PORACKY, PC, 425 JOIJET STREET, SUITE 425, DYER, IN 46311

**EXHIBIT C**

**WATER FACILITIES**

Extension of 12” diameter water main from the existing termination near the Southeast corner of the Heritage Protestant Reformed Christian School, South along the West side of Calumet Avenue to the Southeast corner of Applicant’s property. Same shall be constructed in reasonable conformance with the “Final Engineering Plans” prepared by V3 Companies, being the general title of “Illiana Christian High School Offsite Utilities, St. John, Indiana, consisting of fourteen (14) sheets, with the Title Sheet, dated March 9, 2017, signed and sealed by Theodore E. Feenstra, P.E., Indiana #PE 10100366. Said drawing set is hereby incorporated by reference.

