

James Wiser
9105 Indpls
Highland

943365

AGREEMENT FOR COVENANT RUNNING WITH LAND

THIS AGREEMENT, made and entered into this ___ day of _____, 198_, by and between the TOWN OF HIGHLAND, INDIANA, by and through its Board of Trustees, hereinafter called "First Party," and ROBERT L. CAMPBELL, hereinafter called "Second Party,"

WITNESSETH THAT:

WHEREAS, Second Party is the owner of the following described parcel of real estate in the Town of Highland, Lake County, Indiana, to-wit:

Being a part of the North Half of the South Half of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian more particularly described as follows: Commencing at the Southeast corner of said Section 32; thence Northerly on the East line of said Section 32, a distance of 899.35 feet; thence Westerly on a line parallel to and 425.00 feet South of the North line of the South Half of the Southeast Quarter of said Section 32, a distance of 81.06 feet to the point of beginning, said point of beginning also lying on the West right of way line of U.S. Highway 41; thence continuing Westerly along the last described line, a distance of 672.80 feet; thence Southerly on a line parallel to and 753.86 feet West of the East line of said Section 32, a distance of 238.05 feet to a point lying on the North line of the South half of the South half of the Southeast Quarter of said Section 32 said line also being the North line of a subdivision known as Highland Acres as shown on the recorded plat thereof in the Office of the Recorder of Lake County, Indiana; thence Easterly along the North line of the South half of the South half of the Southeast Quarter of said Section 32, a distance of 661.79 feet to a point lying on the Westerly right of way line of U.S. Highway 41; thence Northerly along said Westerly right of way line, a distance of 238.12 feet to the point of beginning, containing 3.647 acres, more or less, in Highland, Lake County, Indiana.

Now known as Herschlack Addition Lot #1

upon which said tract of land Second Party intends to obtain all building permits to construct improvements thereon; and

OCT 13 2 50 PM '87
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JULIAN BLASTICK
L.C. RECORDER

251

WHEREAS, the Second Party agrees that upon approval by the First Party for the issuance of all building permits said parcel of real estate shall be subject to the subdivision regulations of the town of Highland, Indiana, as set forth in the Municipal Code of Highland, Indiana, adopted 1967 and amended; and

WHEREAS, Second Party desires to construct improvements on said real estate for commercial uses and purposes but is unable to do so by reason of not being eligible for a building permit from the Town of Highland owing to lack of sanitary sewers, storm sewers and municipal water and facilities servicing the afore-described tract of land; and

WHEREAS, the First Party desires to see that the afore-mentioned property is improved as proposed by Second Party since such improvements would be in the best interests of the citizens of the Town of Highland, Indiana; and

WHEREAS, it is doubtful that the sanitary and storm sewers and water facilities will be available to serve said tract of land for an extended period of time.

NOW, THEREFORE, IT IS MUTUALLY COVENANTED AND AGREED by and between the First Party and the Second Party as follows:

1. Second Party shall be entitled to continue to use its septic installation facilities until such time as public interceptor sanitary sewers are available to service and accept sanitary sewage from the afore-described tract of real estate at which time Second Party shall immediately undertake to tap into said sanitary sewer facilities.

2. The septic tank sewage facilities hereinabove mentioned shall be constructed in compliance with the requirements of the Indiana State Board of Health and the Town of Highland, Indiana, and shall cease to be used at the time

the aforementioned sanitary sewers are available to receive sanitary sewage from the improvements on the afore-described tract of land.

3. Second Party shall be entitled to use its well for water until such time as a public water main of sufficient size and capacity is available to service the afore-described tract at which time Second Party shall immediately undertake to tap into said municipal water facilities.

4. The well facilities hereinabove mentioned shall be constructed in compliance with the requirements of the Indiana State Board of Health and the Town of Highland, Indiana, and shall cease to be used at the time the afore-mentioned municipal water is available to serve the afore-described tract of land.

5. Second Party shall be entitled to drain the surface water from the afore-described tract until such time as public interceptor storm sewers are available to service and accept surface water from the afore-described tract at which time Second Party shall immediately undertake to tap into said storm sewer facilities.

6. The storm sewer drainage hereinabove mentioned shall be constructed in compliance with the requirements of the Town of Highland, Indiana, and at such time as said public storm sewers become available to receive surface water, Second Party shall tie into said public storm sewer facilities.

Second Party agrees to promptly pay all costs and its pro rata share of all costs lawfully assessed against the afore-described tract of real estate for the construction of sanitary and storm sewers and municipal water mains and appurtenances in the district of the area of the afore-described property, if any, and to grant the easements on

the afore-described property which may be necessary to tap into said sanitary and storm sewer facilities and public water supplies and to construct at Second Party's own expense any and all lateral sanitary and storm sewers and water mains in the afore-described property required to connect improvements into the aforementioned sanitary and storm sewer facilities and public water supply when the same become available, which said connection and tapping shall take place not later than one hundred eighty (180) days after said sanitary and storm sewers and public water become available to First Party by way of development and granting to the public.

7. It is understood and agreed by and between the parties that the obligations of Second Party hereunder until such time as fee simple interest is conveyed to subsequent purchasers and then shall extend to and be binding upon their successors and assigns and shall be and constitute covenants and restrictions upon and running with the above-described lands appurtenant thereto from and after the execution of this Agreement.

8. The undersigned persons executing this Agreement on behalf of the First Party represent and certify that they are the duly elected officers of the respective parties and have been fully empowered to execute this Agreement. The Second Party has adopted the necessary resolution to the execution of this Agreement and all necessary corporate actions for the making of this Agreement has been taken and done.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 12th day of October, 1987.

TOWN OF HIGHLAND, INDIANA
BY: ITS BOARD OF TRUSTEES

Dennis T. Bell
Henry Powell

Robert J. Campbell
ROBERT CAMPBELL

Mark A. Healy

John B. Kelly

Attest:

Paul L. Doherty

PAUL L. DOHERTY,
Clerk/Treasurer

("First Party")

("Second Party")

ACKNOWLEDGMENT

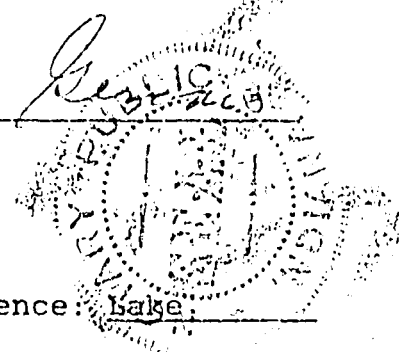
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared the Board of Trustees of the Town of Highland, Indiana, and its Clerk-Treasurer, who acknowledged the execution of the foregoing agreement for and on behalf of said Town of Highland, and stated that the representations contained herein are true.

WITNESS my hand and notarial seal this 12th day of October, 1987.

ROSALIE GERVAYS
NOTARY PUBLIC STATE OF INDIANA
LAKE CO.
MY COMMISSION EXP. APR. 1, 1989
ISSUED THRU INDIANA NOTARY ASSOC.

Rosalie Gervays
Notary Public



My Commission Expires:

4-1-89

County of Residence: Lake

ACKNOWLEDGMENT

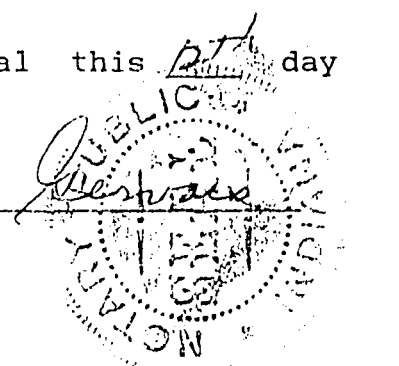
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared ROBERT L. CAMPBELL, who acknowledged the execution of the foregoing agreement as his free and voluntary act and deed, and stated that the representations contained herein are true.

WITNESS my hand and notarial seal this 27th day of October, 1987.

ROSALIE GERVAYS
NOTARY PUBLIC STATE OF INDIANA
LAKE CO.
MY COMMISSION EXP. APR. 1, 1989
ISSUED THRU INDIANA NOTARY ASSOC.

Rosalie Gervays
Notary Public



My Commission Expires:

4-1-89

County of Residence: Lake