

137974

P.O. Box 659
Hobart, Ind. 46342

SIDEWALK WAIVER

RE:

PART OF THE NE 1/4, NE 1/4, SECTION 5, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE 2ND P.M. MORE PARTICULARLY described as follows: Commencing at the Northeast corner of said Section 5; Thence South along the East line of said Section 5, 459.11 Feet more or less to a point 9.30 Feet North of the Southeast corner of said NE 1/4, NE 1/4; thence North 89° 05' WEST, 73.35 Feet to a point on the center line of County K, said point being the point of beginning; thence continuing West along the North line of the South 9.30 Feet of the NE 1/4, NE 1/4 of said Section 5, to a point on the East line of the West 2414.5 Feet of the NE 1/4 of said Section 5; thence North along said East line to the center line of County K; thence South easterly along the center line of County K to the point of beginning.
(Here insert Legal Description)

Key # 171-3-65

Commonly known as
1040 S. Hobart Rd.
HOBART, IN 46342
(Here insert address)

FILED

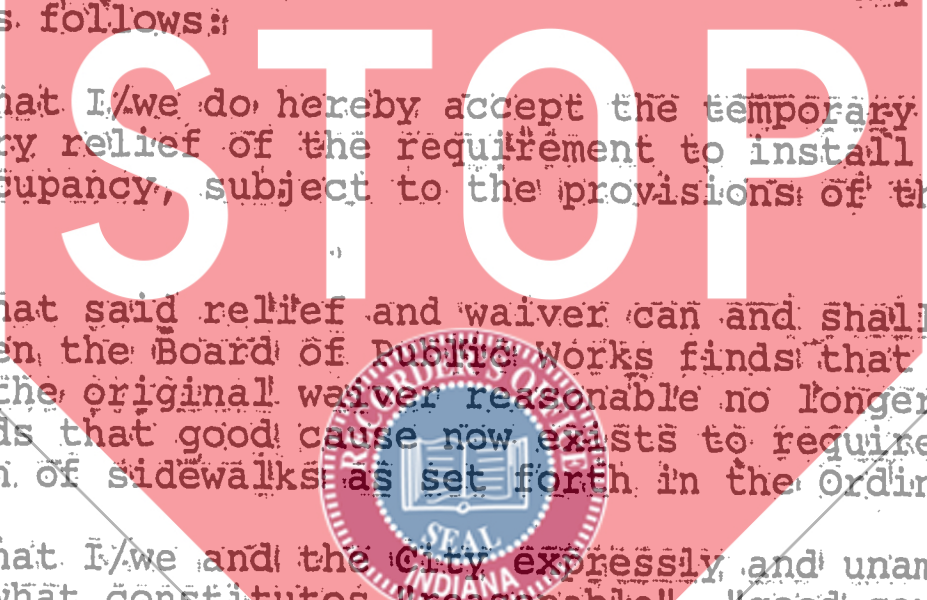
DEC 10 1990

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James R. Antone
NORTON LAKE COUNTY

I/we the owners of the above-referenced property, for and in consideration of this temporary waiver from the City requirement to install sidewalks prior to occupancy and for and in consideration of other good and valuable consideration do hereby agree and stipulate as follows:

1. That I/we do hereby accept the temporary waiver from and temporary relief of the requirement to install sidewalks prior to occupancy, subject to the provisions of this agreement; and
2. That said relief and waiver can and shall be revoked at any time when the Board of Public Works finds that the conditions which made the original waiver reasonable no longer exist and further finds that good cause now exists to require the installation of sidewalks as set forth in the Ordinance; and
3. That I/we and the City expressly and unambiguously agree that what constitutes "reasonable", "good cause" and "grounds to revoke said waiver" are entirely within the discretion and opinion of the Board of Public Works and Safety of the City of Hobart; and
4. That the sidewalks will be installed as per City code specifications and to the satisfaction of the City Engineer or his agent and that the cost of said installation and construction will be borne entirely by the landowner and at no expense whatsoever to the City; and
5. That the landowner will be notified in writing of the revocation of this waiver and should such revocation occur, the landowner shall have ninety (90) days after receipt of written notification to install said sidewalk; and



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6. That, unless granted another extension by the Board of Public Works, should the sidewalks not be installed within ninety (90) days, the landowner agrees to pay a penalty of Ten Dollars (\$10.00) per day, accruing daily until such sidewalks are installed; and

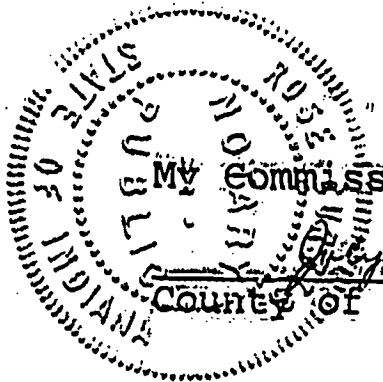
7. That this covenant runs with the land, its binding on all subsequent landowners, their heirs and assigns, and all who shall hold a future interest in this land; and

8. That the landowner shall record same with the Recorder of Lake County to give notice of this covenant and agreement to all prospective holders of interest.

Landowner:

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Subscribed and sworn to before me, a Notary Public,
this 24 day of December, 1990
the Lake County Recorder!



My Commission Expires:

8, 1994

County of Residence:

Lake

Rose Curtis
Notary Public

