

FILED

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

AUG 13 1993

Anna N. Antos
CLERK LAKE COUNTY

STIPULATED AGREEMENT

STIPULATED AGREEMENT made this 13 day of August, 1993, by and between SHAN SHAN WU and MICHAEL J. MCDONALD, hereafter referred to as "OWNERS", and the TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, hereafter referred to as "TOWN".

RECITALS

1. The OWNERS are the owners of the Property located what is commonly known as 8919 Parrish Avenue in the Town of St. John, Lake County, Indiana, which is legally described as follows, namely:

Lot 1 This document is the property of the Town of St. John, as per plat thereof recorded in plat book 70, page 15, in the office of the Recorder of Lake County, Indiana;

2. That the OWNERS purchased the above-described real property from Sellers, Michael L. Muenich, Dewey Snow, Harold J. Muenich and Frank Buck;

3. That the OWNERS, upon purchase of the above-described real property from the aforementioned Sellers, retained and hired Adam Niedzielski as General Contractor for the construction of a single-family residence for the OWNERS on said parcels of real property;

4. That upon completing the purchase and retaining the General Contractor, Adam Niedzielski, a single-family residence was constructed on the aforementioned parcel at 8919 Parrish Avenue St. John, Lake County, Indiana, for the benefit of the OWNERS;

5. That due to circumstances in the approval of the Building Permit for the single-family residence to be constructed by General Contractor, Adam Niedzielski, for the OWNERS on their parcel of real property at 8919 Parrish Ave., St. John, Lake County, Indiana, it has been determined by the TOWN, through its duly designated Zoning Representatives and Officials, that the completed residential structure faces unimproved Parrish Avenue, wherein the single-family residence had originally been intended to front and face 89th Avenue; that by way of clarification, this intention was for the garage doors on the attached garage to said single-family residence to face improved 89th Avenue, rather than unimproved Parrish Avenue;

6. That as a result of determining that the location of the garage was fronting an unimproved Public Road Right-of-Way, it has



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9571 West 89th AVE ST. JOHN IN 46373

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been further determined by both the OWNERS and the TOWN that the completion of the improved, paved driveway for said single-family residence is unable to be completed to the intended point of ingress/egress on unimproved Parrish Avenue until said Parrish Avenue is improved in conformance with the requirements of the Restrictive Covenants of the platted Valleyview Addition, Unit One, to the Town of St. John, Lake County, Indiana;

7. That the TOWN has now determined, through its designated Building and Zoning Officials, that the single-family residence of the OWNERS is complete in all respects except for the completion of the improved, paved driveway required by the Restrictive Covenants for the Valleyview Addition, Unit One, to the TOWN of St. John, which improved paved driveway is unable to be completed until such time as unimproved Parrish Avenue is improved and paved in conformance with the platted Subdivision Restrictive Covenants described herein;

8. That the TOWN agrees that it is appropriate to consider the issuance of a Certificate of Occupancy to the OWNERS for their single-family residential structure at 8919 Parrish Avenue, St. John, but only upon such conditions as will assure that the driveway for said residential structure will be improved at such time as Parrish Avenue is improved and paved in conformance with the Restrictive Covenants of the platted Subdivision in which this parcel is located, which condition shall include, but not be limited to, posting and filing with the TOWN a Financial amount adequate to assure construction of the improved paved driveway;

9. That the OWNERS and the TOWN seek to guard against any disagreements or further disputes by setting forth hereafter the terms of the Stipulated Agreement between them in order for the TOWN to consider the issuance of its Certificate of Occupancy to the OWNERS.

The Parties hereby agree that in consideration of the terms and provisions herein, all of which are hereby acknowledged by execution hereof, that the following shall be their Agreement, namely:

1. Issuance of Certificate of Occupancy: The TOWN shall consider the issuance of a Certificate of Occupancy to the OWNERS at 8919 Parrish Avenue, in St. John, but only upon the completion and provision of the following by the OWNERS to the TOWN, namely:

- A. Submission to the TOWN by the OWNERS, or any other appropriate party, of a cash amount deemed sufficient by the TOWN for the construction of the improved, paved driveway for the property at 8919 Parrish Avenue; this cash amount shall be placed in Escrow by the Town and held for the purposes stated herein.

B. That the OWNERS hereby grant limited access to the TOWN, or its agents, representatives, employees, contractors, or the like, for the construction of the improved, paved driveway on the property at 8919 Parrish Avenue, but only in the event the OWNERS, or their successors or assigns, fail or refuse to construct the improved, paved driveway where required as shown in Exhibit "A" attached hereto, upon notification from the TOWN. This grant of access shall be for such parts and areas of the property at 8919 Parrish Avenue which are deemed necessary and required for the construction by the TOWN of the required improved paved driveway on said parcel.

C. That notwithstanding the posting and submission of the required cash to be placed in escrow by the TOWN, as well as notwithstanding the improvement of Parrish Avenue, the OWNERS may cause to be improved the driveway at their single family residence at 8919 Parrish Avenue, in St. John, and further, request that the cash funds held in escrow by the TOWN be released for payment of the cost upon acceptance by the TOWN.

D. That the Agreement and Stipulation caused to be recorded by the OWNERS affecting this parcel of real property with the Recorder of Lake County, Indiana, on July 30, 1993, is hereby released and waived.

2. Binding Effect. The terms and provisions of this Stipulated Agreement shall be binding upon the heirs, successors, personal representatives and assigns of the OWNERS, and shall run with the land. Further, this instrument shall be Recorded in the Office of the Recorder of Lake County, Indiana, in order to assure notice to any successors in interest to this parcel in the event that compliance has not been met.

ALL OF WHICH IS AGREED AND ENTERED THIS 13 DAY OF August, 1993.

OWNERS

TOWN
TOWN OF ST. JOHN,
LAKE COUNTY, INDIANA

Shan Shan Wu
SHAN SHAN WU

By: Charles Davis
CHARLES DAVIS
BUILDING COMMISSIONER

[Signature]
MICHAEL J. MCDONALD

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for the said County and State, personally appeared, Shan Shan Wu and Michael J. McDonald, and acknowledged the execution of the foregoing instrument for the purposes stated herein.

Witness my hand and Notarial Seal this 15th day of August, 1993.

6-6-95
Commission expires

Mary Ellen [Signature]
Notary Public

Resident of Lake County

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

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Before me, a Notary Public, in and for the said County and State, personally appeared, Charles Davis, as Building Commissioner for the Town of St. John, Lake County, Indiana, and acknowledged the execution of the foregoing instrument in his capacity as Building Commissioner for the purposes stated herein.

Witness my hand and Notarial Seal this 11 day of August, 1993.

5/18/97
Commission expires

[Signature]
Notary Public

Resident of Lake County



This Instrument prepared by O'Drobinak, Austgen and Goad, P.C., by David M. Austgen, 5240 Fountain Drive, Ste. J, Crown Point, Indiana