

John L. Blank III  
7851 Clay St.  
Merrillville 46410  
↑

SIDEWALK WAIVER

95005743

RE: RICHARDS SUBDIVISION, LOT 1 IN THE CITY  
OF HOBART, AS PER PLAT THEREOF, RECORDED  
IN PLAT BOOK 76 PAGE 34, IN THE OFFICE OF  
THE RECORDER OF LAKE COUNTY, INDIANA

Key # 53-76-1

(Here insert Legal Description)

**FILED**

FEB 1

Commonly known as  
7851 CLAY ST.

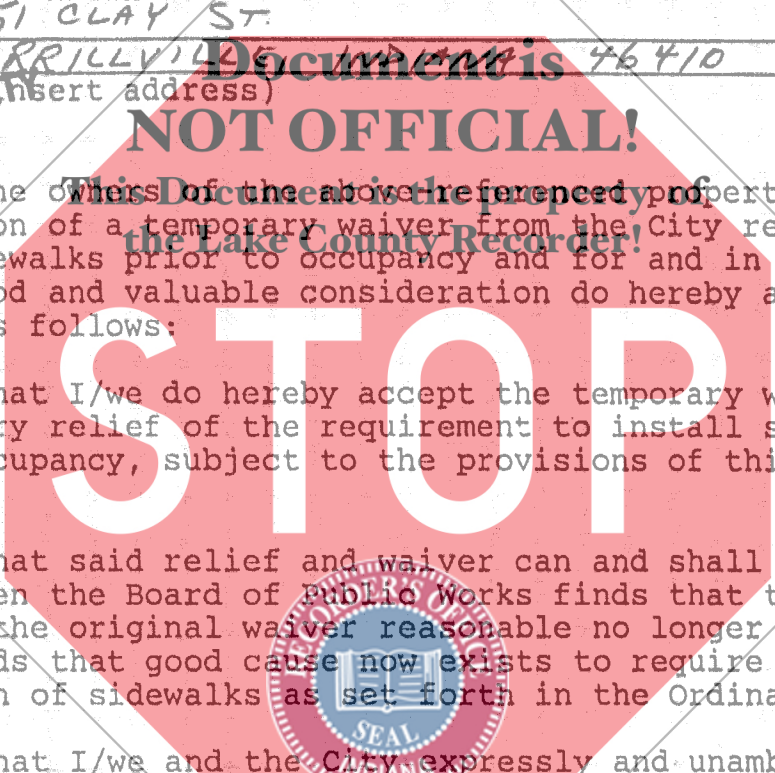
MERRILLVILLE INDIANA 46410  
(Here insert address)

SAM ORCH  
AUDITOR LAKE COUNTY

95 FEB - 15 PM 14

MARGARET N. CLEVELAND  
LAKE COUNTY RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD



**NOT OFFICIAL!**

I/we the owners of the above described property, for and consideration of a 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

*[Handwritten signature]*

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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, is 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:

Document is  
**NOT OFFICIAL!**

Subscribed and sworn to before me of Notary Public on  
this 1st day of FEBRUARY 1995.  
the Lake County Recorder!

Notary Public

My Commission Expires:

DECEMBER 27, 1996

County of Residence: LAKE

