

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
SIDEWALK WAIVER

97089173

97 DEC 30 AM 9:12

RE:

The East 1/2 of the West 1/2 of the East 1/4 of the NW 1/4  
of the NE 1/4 of Section 4, Township 35 North Range 7  
West of the 2nd P.M., in the City of Hobart, Lake  
County, INDIANA, except the North 210 feet of the East  
75 feet thereof and also except the South 5 feet of the  
North 25 feet of the West 88 48 feet thereof  
(Here insert Legal Description)

Commonly known as

2671 EAST 10th Street, Hobart, INDIANA 46342

(Here insert address)

I/we the owners of the above-referenced property, for and in 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

12 00  
11  
05

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:

Raymond D. Kimmich

Subscribed and sworn to before me, a Notary Public,  
this 30<sup>th</sup> day of December, 1997.

THALIA L MOORE  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. JUNE 24, 2001

Thalia L. Moore  
Notary Public

My Commission Expires: 6-24-01

County of Residence: Lake

Return to  
↓  
Raymond Kimmich  
2671 E. 10<sup>th</sup> Street  
Hobart, In. 46342