

SIDEWALK WAIVER

RE: 2441 W 38TH AVE
LOT 2, BLOCK 4, ROACHDALE FARM IN THE
CITY OF HOBART

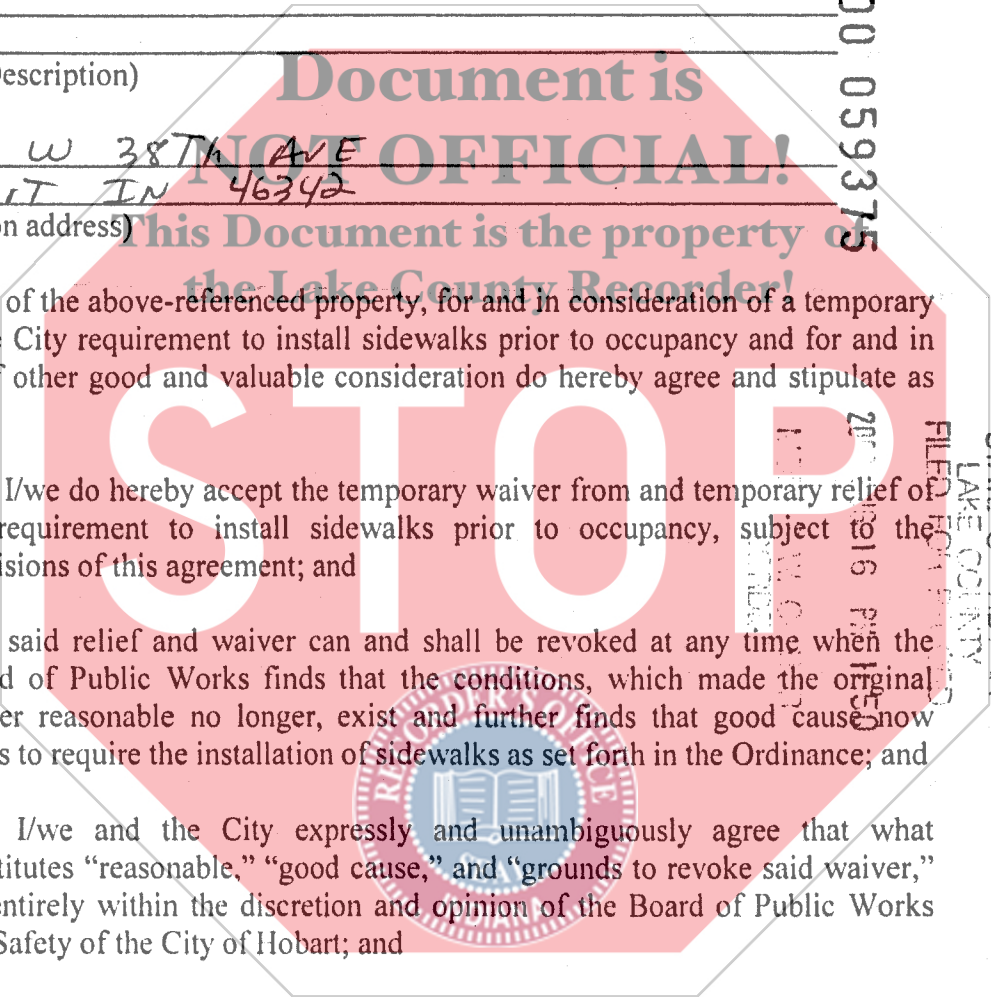
(Legal Description)

2441 W 38TH AVE
HOBART IN 46342
(Common address)

2000 059375

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
- (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



12.00
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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 it with the Recorder of Lake County to give notice of this covenant and agreement to all prospective holders of interest.

**Document is
NOT OFFICIAL!**

Mazala
(Landowner)

This Document is the property of
the Lake County Recorder!

Subscribed and sworn to before me, a Notary Public, this 16 day of August 2000

Phine P Carter
Notary Public

My Commission Expires 4-1-2001
County of Residence Henry Co - 46407

Lonnie P. Carter
Notary Public, State of Indiana
Lake County
My Commission Exp. 04/01/2001





Official Stamp

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 059375

2000 AUG 16 PM 1:50

MORRIS W. CARTER
RECORDER

Document Mail Back to Information Sheet

This is where you want the recorded document sent back to when it has completed the recording process.

Name Frank Ayala

Address 2441 W 38T Th AVE

City St Zip Hobart IN 46342

Telephone (819) 947-7723

Signature Printed Frank Ayala

Signature Written [Handwritten Signature]

Date of Signature 8-16-00

Check Number _____

Check Amount CASH \$ 12.00

Office Use Only

Check Equals Amount Due Yes No

Total _____

Initials A.C.