

SIDEWALK WAIVER

RE:

2002 047139

FILED IN LOCAL

2007 MAR 21 AM 10:10

Michael + Mary Kapitan

THOMAS W. CARTER
RECORDER

(Legal Description)

✓

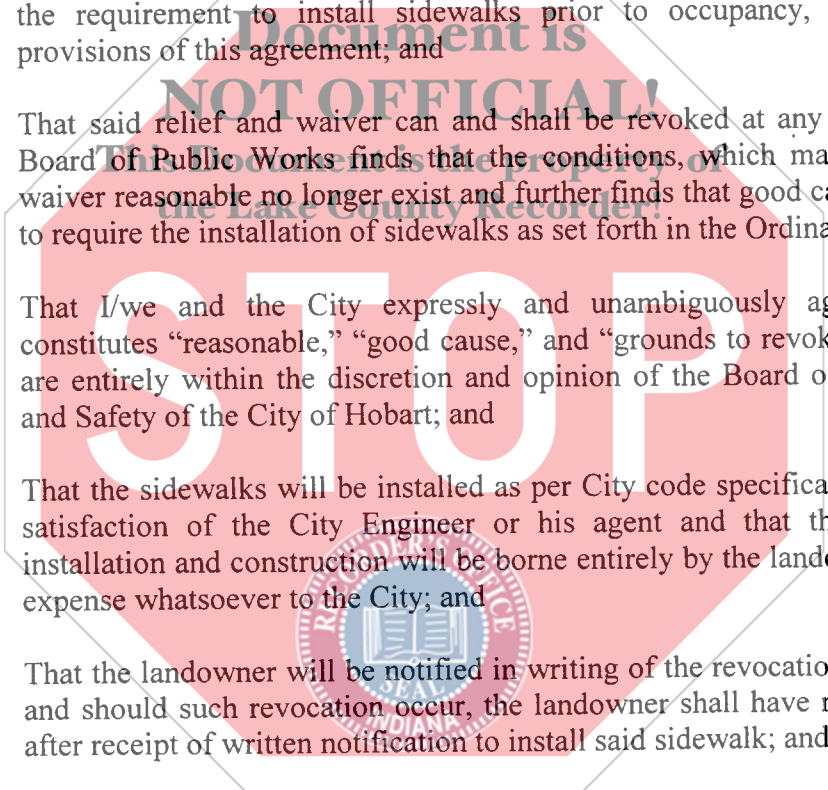
4303 Holmes Rd

Merrillville IN 46410

(Common 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
- (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



10.00
M.V.
cash

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.

Mary Kapitan
(Landowner)

Subscribed and sworn to before me, a Notary Public, this 21st day of May 2002

Joy A. Respette
Notary Public

My Commission Expires 9/9/07

County of Residence Lake

State of Indiana

