

3.

SIDEWALK WAIVER

RE: LOT 2, LAZY H. ADDITION

(Legal Description)

1488 So. UNION ST.

(Common address)

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

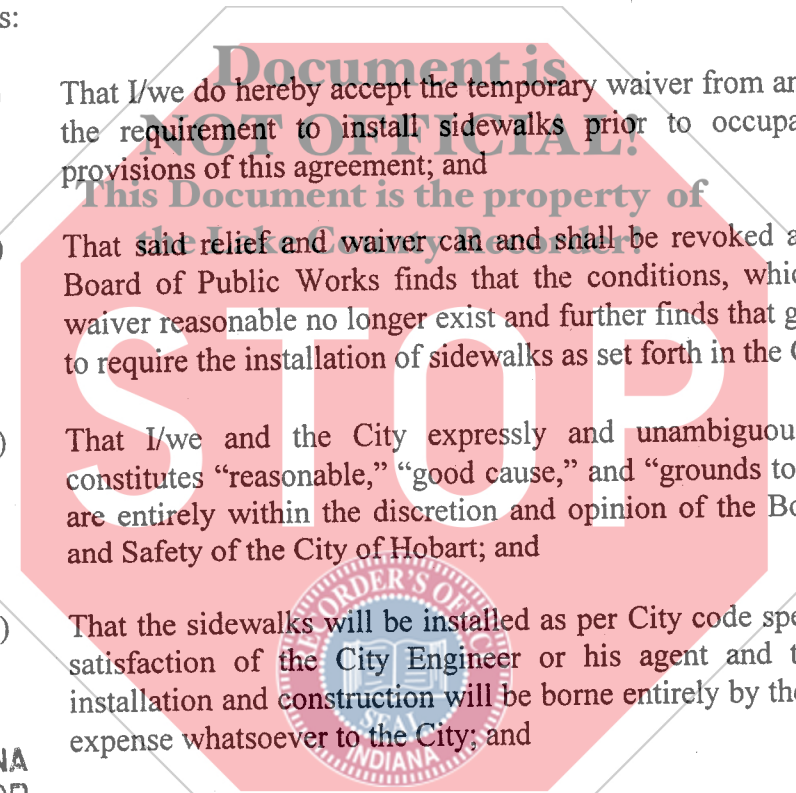
2007 JUL 10 PM 1:43

MICHAEL A. BROWN  
RECORDER

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:

2007 055560

- (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



**FILED**

JUL 10 2007

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

12464

#16  
CS  
CA

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.

*Edward J. Hepp*  
(Landowner)

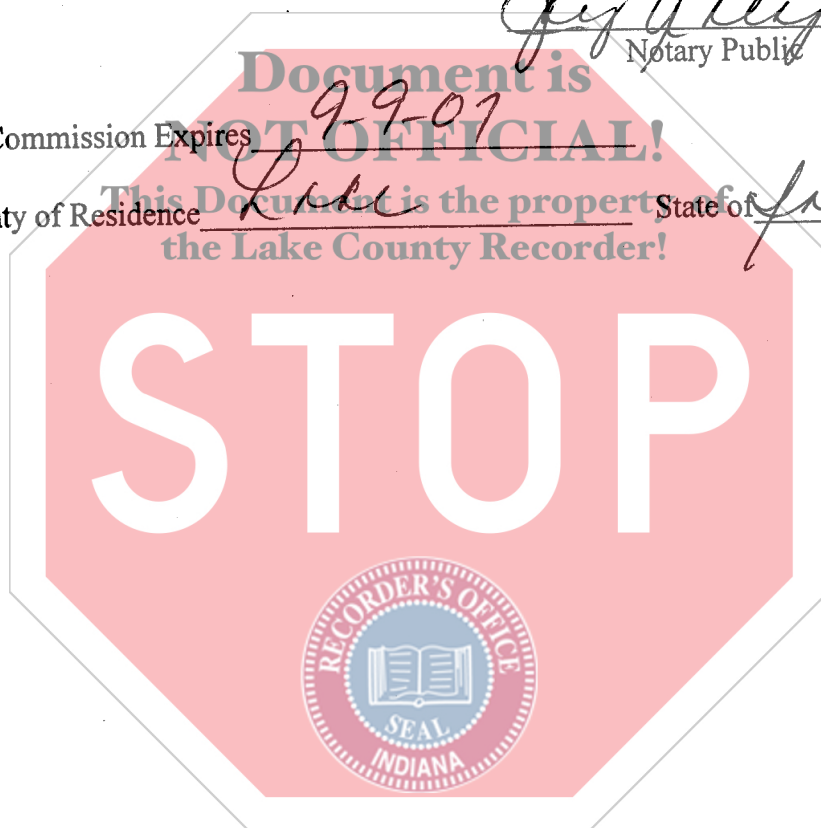
Subscribed and sworn to before me, a Notary Public, this 5<sup>th</sup> day of July, 2007

*Greg A. Cuspeck*  
Notary Public

My Commission Expires 9-9-07

County of Residence Lake

State of IN



**Lot address:**  
1488 South Union Street  
Hobart IN, 46342

**Description:**  
Lot 2 Lazy H Addition as per plat thereof, recorded in Plat Book 96 Page 68,  
in the office of the Recorder of Lake County Indiana.

**Contact info**  
Ed's cell 708 243-6233  
Home 219 759-3073

