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**Town of Winfield Building Department
Affidavit, Release and Covenant**

We the undersigned being duly sworn under oath state, release and covenant as follows:

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MICHAEL A. BROWN
RECORDER

1. We, Tim Loudermilk, hereinafter referred to as owner(s), applied for and received **Permit Number 08-125** from the Town of Winfield Building Department and was issued to owners for the construction of a new residential single-family home on property commonly known as **11571 Jay Street, Lot 35**, Winfield, Lake County, Indiana, whose legal description is as follows: (If parcel is not located in a subdivision, legal description is attached.)

Prairie Crossings, Lot 35 as Recorded in the Lake County Recorder's Office.

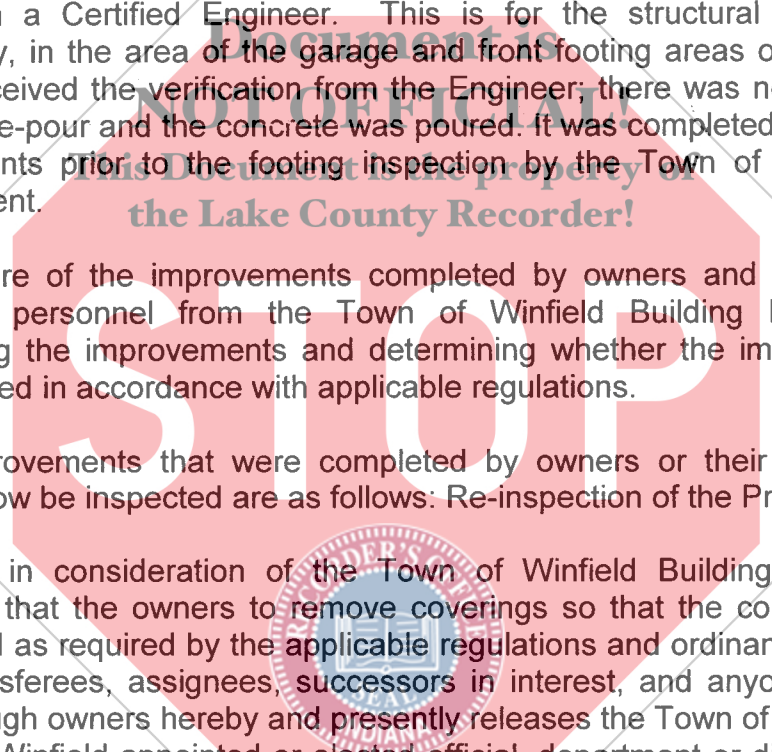
2. We are the owner of the aforementioned real property described, as noted above.

3. The construction of the house began and, at the time, the pre-pour inspection occurred there were failures due to incomplete forms, water inside of footings and unstable soil, as reported by the Building Administrator. He requested a soil test from a Certified Engineer. This is for the structural load verification, especially, in the area of the garage and front footing areas of home. After the Town received the verification from the Engineer; there was not a re-inspection for the pre-pour and the concrete was poured. It was completed by the owners or their agents prior to the footing inspection by the Town of Winfield Building Department.

4. The nature of the improvements completed by owners and their agents now prohibits personnel from the Town of Winfield Building Department from inspecting the improvements and determining whether the improvements were constructed in accordance with applicable regulations.

5. The improvements that were completed by owners or their agents and that cannot now be inspected are as follows: Re-inspection of the Pre-Pour.

6. For and in consideration of the Town of Winfield Building Department not requiring that the owners to remove coverings so that the construction can be inspected as required by the applicable regulations and ordinances. The owners, their transferees, assignees, successors in interest, and anyone taking title by and through owners hereby and presently releases the Town of Winfield (i.e., any Town of Winfield appointed or elected official, department or division, as well as their employees or agents) from any liability directly or indirectly related to any defects in the improvements listed in the above statement in five (5) that would have ascertained by inspection of these improvements at the time.



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7. This release of liability is personal to the owners, their transferees, assignees, successors in interest, and anyone taking title by and through these owners, and also shall constitute a covenant that runs with the land and is binding upon any person who acquires any interest of any nature whatsoever in the subject real property or improvements therein.
8. This Affidavit, Release and Covenant shall be recorded in the Office of the Lake County Recorder, Crown Point, Indiana.

Tim Loudermilk
Print Name

[Signature]
Signature

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, Heidi Kendall, a Notary Public in and for said County in the State aforesaid, do hereby certify, that Tim Loudermilk, and _____ and _____

Personally known to me as the same person(s) whose name(s) is/are subscribed to above, appeared before me this day in person and acknowledged that he/they signed and Given under my hand Notarial. Seal this 12th day of Sept, 2008.

(Seal)

Document is the property of the Lake County Recorder!

STOP

Heidi Kendall
Signature of Notary Public

Heidi Kendall
Printed Name of Notary Public

RECORDERS OFFICE
SEAL
INDIANA

HEIDI M. KENDALL
MY COMMISSION EXPIRES February 6, 2015
NOTARY SEAL
LAKE COUNTY
NOTARY PUBLIC, STATE OF INDIANA

My Commission Expires 2/6/2015

County of Residence Lake