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2020-089719

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

2020 Dec 8

11:43 AM

MAINTENANCE AGREEMENT TO INSTALL AND MAINTAIN IMPROVEMENTS IN THE PARKWAY

This agreement to install and maintain improvements ("Improvements") in the Parkway (the "Agreement") is made this _____ day of _____, 20____, by and between _____ ("Property Owner(s)") and the City of Hobart, a municipal corporation of the state of Indiana ("City").

Legal Description:

Common Address:

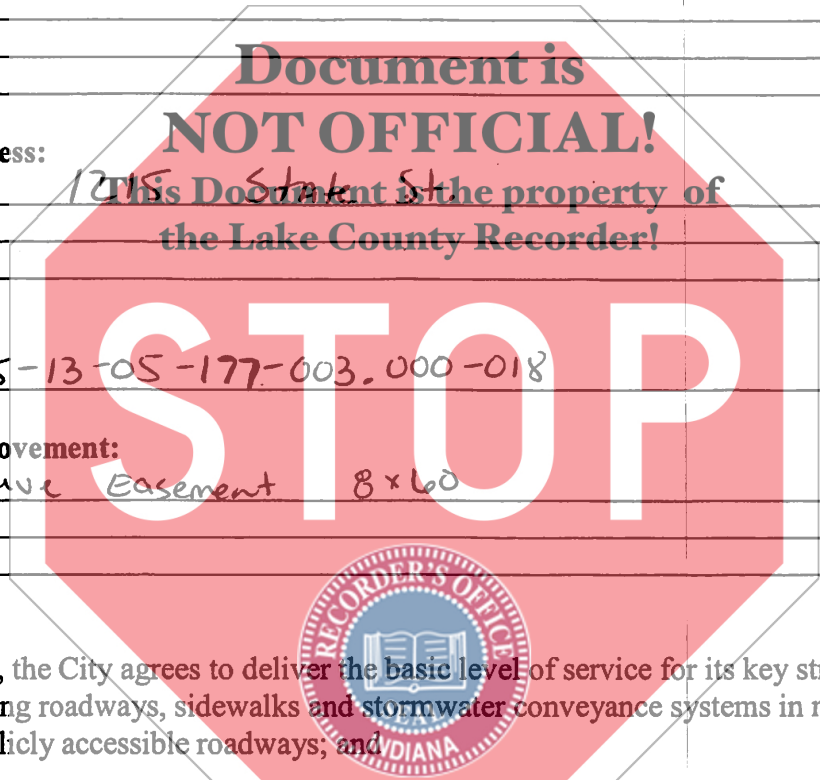
1215 State St

Parcel No.:

45-13-05-177-003.000-018

Proposed Improvement:

Pave Easement 8x60



Whereas, the City agrees to deliver the basic level of service for its key structural elements including roadways, sidewalks and stormwater conveyance systems in neighborhoods that provide publicly accessible roadways; and

Whereas, the City and the Property Owner(s) agree that Property Owner (s) shall improve and maintain the parkway abutting their property within the City's neighborhoods; and

Whereas, the Property Owner(s) agree to maintain, in accordance with the City's standards and practices, the Improvements as described below.

Now, Therefore, in consideration of the recital set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owner(s) responsible for the parkway abutting the above-referenced property hereby agree and stipulate as follows:

25.00
CC
YH

1. _____ hereby represents they are the Property Owner(s) by warranty deed, quit claim deed, easement or plat dedication, or are otherwise legally responsible for the maintenance of the parkway described in Exhibit A, attached hereto and made part hereof;
2. The Property Owner(s) shall obtain a residential building permit from the City for the Improvements and any work affiliated thereto;
3. The Property Owner(s) shall ensure that the parkway is made available to the public at all times;
4. The Property Owner(s) are responsible for all costs associated with the Improvements including resurfacing, paving and addition of an asphalt parking pad;
5. The Property Owner(s) are responsible for all ongoing maintenance of the parkway including replacements, repairs, plowing and removal of debris;
6. The Property Owner(s) are responsible for any damage to sanitary lines caused by the Improvements and maintenance of the parkway;
7. The Property Owner(s) shall indemnify, defend and hold the City and its officers, agents, employees, elected and appointed officials and independent contractors, harmless, from and against, any and all claims, demands, actions, suits, losses, damages, expenses, judgment (including court costs and reasonable attorney's fees at all levels) and claims of liability, which may arise out of, or are alleged to have arisen out of, the Property Owner(s) installation, maintenance, repair, operation, use, occupancy of the Improvements, and all claims arising directly or indirectly, from the Property Owner(s) use, installation and maintenance of the Improvements, including but not limited to, the contractual liabilities of the Property Owner(s) arising out of this Agreement. The indemnity obligation herein shall survive the termination of the agreement.
8. This covenant shall run with the land, is binding on all subsequent landowners, their heirs and assigns, and all who shall hold a future interest in this land.
9. The Property Owner (s) shall record this maintenance agreement with the Recorder of Lake County to give notice of this covenant and agreement to all prospective holders of interest.
10. No change, modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto, unless reduced to writing and signed by all parties. Waiver or forbearance by either party of any provision or breach of any provision of this Agreement shall not operate or be construed to forfeit any of the said party's rights or a waiver or forbearance of any other provisions of this Agreement or any future breach of this provision so waived.
11. If any term, covenant, or condition of this Agreement or the application thereof to any entity or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

CITY OF HOBART

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the City, are hereby accepted on behalf of the City of Hobart by Mayor Brian K. Snedecor as its duly authorized representative this _____ day of _____, 2020.

By: _____
Brian K. Snedecor, Mayor

Attested by: _____
Deborah Longer, Clerk Treasurer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Heather A. McCarthy
City Attorney

