

TOWN OF KIRKLIN

TOWN OF KIRKLIN SIDEWALK ENHANCEMENT AGREEMENT

The undersigned, owner of real property located at _____
Kirklin, Indiana, hereby petitions the Town of Kirklin, by and through its Town Board and Street Department to **proceed** with the Sidewalk Enhancement Project along my property. I affirm under penalties of perjury that I am the owner of the above described property or the authorized representative of such owner.

I hereby confirm and state my understanding that this project is for a 50/50 match on the **Public** sidewalk adjoining my property. Private sidewalks, driveway approaches and driveways are 100% my responsibility and shall be contracted privately by the property owner, not by or through the Town of Kirklin.

In addition, is my further understanding that the 50/50 cost match applies only to the replacement or enhancement of such public sidewalk and not to any subsequent repairs to such public sidewalk, (including, but not limited to, patching of cracks in the sidewalk or replacement of sidewalk sections with chips or cracks), that may be desired or necessary after the completion of the replacement or enhancement thereof. Said subsequent costs are 100% my responsibility.

Upon signing this 50/50 Sidewalk Enhancement Agreement, I will be bound to the project and will be responsible for my portion of payment to the Kirklin Clerk-Treasurer's Office. Payment shall be made within 30 days of receipt of an invoice. If payment or a payment arrangement is not timely made, I understand a lien will be placed on my property for the amount owed plus interest at the statutory rate, court costs and a reasonable attorney fees. If I elect a payment method other than cash I hereby waive any statutory limit of placing a mechanic's lien on my property.

I will hold the Town of Kirklin and any of its officers, agents, employees or independent contractors working on this project harmless should any damage occur. The Town of Kirklin agrees to fill any areas on my property that may have been traveled through or excavated during the construction process. I understand and agree that excavation and repair of sidewalks may damage trees or other vegetation and I hold the Town of Kirklin and its agents harmless relating thereto. I hereby give the Town of Kirklin and its agents permission to enter my property as reasonably necessary to make the sidewalk improvements.

I hereby agree to the stated project cost and agree to be solely responsible for my share of such project in the amount of \$_____. I hereby elect the following payment method:

1. Payment in cash within 30 days of invoice.
OR
2. Payment of one third down and the balance in not more than 6 consecutive equal monthly installments with the unpaid balance to carry interest at the rate of 8% per annum.
OR
3. Payment by Visa/MasterCard/Discover/American Express in the amount invoiced + applicable fees charged by Paygov.

Dated:_____

Owner Signature * _____

Owner Signature* _____

Address: _____, Kirklin, Indiana

Title (if signing in a representative capacity) _____

*(If signing as an attorney in fact, guardian or other legal representative, please provide title and address and copy of authorizing documentation.)

ACCEPTED AND APPROVED:
TOWN of KIRKLIN

By: Mary King, Clerk-Treasurer

Dated:_____

Instrument prepared by Raymond M. Adler; Adler, Tesnar & Whalin 136 S. 9th St., Noblesville, IN 46060-2614. 317-773-1974. Ray@Noblesville-attorney.com.