

59748

217776-B

LOK-IN PRODUCTS

PIONEER NAT'L TITLE INS. CO.

Document is  
**NOT OFFICIAL!**  
WARRANTY DEED  
This Document is the property of  
the Lake County Recorder!

THIS INDENTURE WITNESSETH that GARY INDUSTRIAL FOUNDATION, INC., an Indiana Corporation, of Lake County, in the State of Indiana, conveys and warrants to

LOK-IN PRODUCTS OF COOK COUNTY, INC., an Illinois Corporation,

of Cook County, in the State of Illinois, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration the receipt of which is hereby acknowledged, the following described real estate in Gary, Lake County, in the State of Indiana, to-wit:

Part of the NW $\frac{1}{4}$  of Section 11, Township 36 North, Range 8 West of the 2nd P.M., more particularly described as follows:

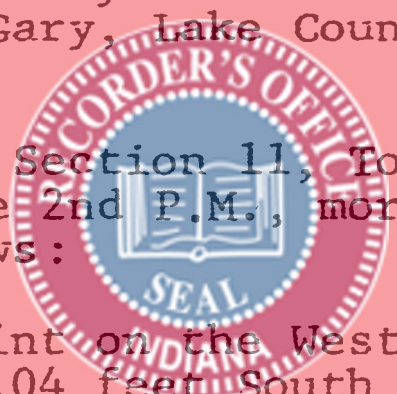
Commencing at a point on the West line of said Section 11 and 850.04 feet South of the Northwest corner thereof; thence East parallel to the North line of said Section 11 a distance of 1090.13 feet to the point of beginning of this described parcel; thence East parallel to the North line of said Section 11 a distance of 360 feet to the West line of Michigan Street; thence South parallel to the West line of said Section 11 and along the West line of Michigan Street a distance of 508.26 feet; thence West parallel to the North line of said Section 11 a distance of 360 feet; thence North parallel to the West line of said Section 11 a distance of 508.26 feet to the point of beginning, containing 4.200 acres, more or less.

Subject to: (1) Real Estate Taxes for the year 1970 payable in 1971 and thereafter;

(2) All easements, covenants and restrictions now of record;

(3) This conveyance and transfer is further subject to the following covenants and restrictions which shall run with the land hereby conveyed and which shall be binding upon the Grantee, its successors and assigns, to-wit:

1. No building or structure, excepting utility meter or valve vaults, which may be erected on the above described property shall be nearer than 25 feet to any boundary line of said property, provided, however, that if any boundary line of said property is adjacent to East 10th Place, 15th Avenue, or Indiana Street, then no such buildings or improvements may be erected nearer than 75 feet to any of said streets; provided further that if any boundary line of said property is adjacent to any other street or highway which is dedicated, platted or opened as such street or highway prior to the



DULY ENTERED FOR TAXATION  
46-51-14  
MAY 27 1970

*Butterfield*

AUDITOR LAKE COUNTY

REAL ESTATE TRANSFER VALUATION AFFIDAVIT FILED

*Butterfield*

AUDITOR, LAKE COUNTY

DULY ENTERED FOR TAXATION  
46-51-14  
MAY 22 1970

*Butterfield*

AUDITOR LAKE COUNTY

1017

874

59748

Document is

**NOT OFFICIAL!**

execution of this instrument, then no such buildings or improvements may be erected nearer than 50 feet of such street or highway. There shall be no railroad track, roadway, turn around, driveway, walkway, or parking area within a distance of fifteen (15) feet from either side boundary line, or between the front building line and the front boundary line, of said property; except that, with the written approval of Grantor, a railroad track, roadway or driveway may be constructed across, but not along, said areas.

2. No building or other structure shall at any time be erected on the above described property without plans and specifications for said building or structure being approved by the Board of Directors of Grantor. Grantor shall approve any such plans and specifications in the event that such are architecturally in consonance with an existing building of Grantee on said property or plans or specifications of any building of Grantee on said property, which have been previously approved by Grantor. A letter signed by any officer of Grantor to the effect that the Board of Directors has approved plans and specifications shall be sufficient evidence of such approval and shall be binding upon Grantor.
3. The total coverage of buildings and structures, not including off street parking areas, now existing or to be placed later on the above described property shall not exceed 60% of the area of Grantee's property.
4. Off street loading and unloading facilities shall be provided by Grantee. Truck loading docks and receiving, delivery and shipping areas shall be confined to the side or rear of all buildings on Grantee's property and shall not be located between such building and the front of the above described property. No portion of the front of the building shall be used for loading or unloading purposes.
5. Grantee shall provide ample off street parking areas for vehicles of employees, customers, visitors and shippers.
6. Parking areas and outdoor storage areas shall be of hard surface materials or shall be treated to prevent the blowing of dust, dirt or sand.
7. Driveways, roadways and walkways shall be constructed of bituminous materials with slag or gravel base, or better. Service areas or secondary inter-company roads need not have bituminous material, but must be treated so as to prevent the creation of and the blowing of dust, dirt or sand.
8. Where necessary to prevent the blowing of sand, dirt, dust or other material, Grantee shall cover or treat the entire surface of its property. This may be done by oiling, treating with chemical, or the planting of grass, or any other method which effectively prevents such blowing. Grantee shall maintain the grass and landscaped areas shown on its plans and specifications.

59748

**Document is  
NOT OFFICIAL!**

9. Grantee shall use its real estate and all buildings and structures located thereon for industrial, manufacturing, wholesaling, warehousing, or distribution businesses only, and not for retail or commercial business, excepting however, such retail business as might normally be carried on in, or in connection with, industrial, manufacturing, wholesaling, warehousing or distribution business. No building or structures or part of any building or structure shall be used for living or residential use, except living quarters for a watchman. This restriction shall not prevent the construction and operation of a gasoline or petroleum products bulk plant.
10. All outdoor storage areas shall be screened by fences, walls or plantings so that such cannot be seen from a public street.
11. No noxious odors or gasses nor gasses which have any chemical effect on the property or business of surrounding land owners shall be permitted. No rubbish, garbage, trash or other substances of an unsightly or unsanitary nature shall be permitted to accumulate on any premises of any Grantee. Grantee agrees to keep weeds, briars, and brush cut on its entire property.
12. If sanitary sewers are not in existence to Grantee's property line, Grantee must provide for sanitary sewage treatment. Grantee shall connect to storm and/or sanitary sewers when and if such sewer is extended to serve its property.
13. Grantee shall not conduct or permit to be conducted any grinding, shaking, vibrating, pounding, stamping, pressing or any other operation which creates a noise or vibration which can be heard or felt on property in the vicinity to the extent that the same causes damage to buildings or structures now on or subsequently constructed on such other property or which constitutes a nuisance with respect to such other property, buildings or structures thereon or occupants thereof.
14. Grantee shall not erect, construct or install or permit the erection construction or installation of any signs or billboards on its property except those connected with its own operation thereon.
15. Grantee shall not divide the land purchased by it nor sell or lease a portion of such land without the written consent of Grantor.
16. Grantor encourages the use by Grantee of steel and other locally produced products wherever feasible and with other conditions being equal.

The foregoing agreements and restrictions shall attach to, and run with the land conveyed herein and shall be binding upon the Grantee, its heirs, executors, administrators, successors, and assigns, until the 1st day of January, 1980. Agreements and restrictions similar to the foregoing shall be included in all deeds, grants and leases of Grantor to any part of the tract of real estate described as Parcel 2 in a certain Warranty Deed to Gary Industrial Foundation, Incorporated, from Shore Line Shops, Incorporated,

59748

Document is

NOT OFFICIAL!

dated March 18, 1952 and recorded August 25, 1952 in Deed Record 920, on page 570, in the Office of the Recorder of Lake County, Indiana, excepting however any such instruments given for street dedication or conveyance purposes or given in, or in lieu of, condemnation or eminent domain proceedings. The similar agreements and restrictions shall also be binding and effective until the 1st day of January, 1980.

It shall be lawful for the Grantor, its successors and assigns or for the owner or owners of any other portion of the above described Parcel 2 acquired from or through Grantor, to institute and prosecute any proceedings at law or equity against Grantee or its heirs, executors, administrators, successors, or assigns for violating or threatening to violate such covenants, agreements or restrictions or for the specific performance and execution thereof. Grantor shall be under no obligation to take any action, or to assert any right as herein provided and shall not be liable for its failure so to do. Any failure or omission on the part of Grantor, its successors or assigns, or any owner of any other portion of said Parcel 2 to assert any right as herein provided, shall not be deemed a waiver thereof. In the event that any of the foregoing covenants, agreements and restrictions, or any portion thereof, shall be held to be illegal or invalid, the other covenants, agreements and restrictions, or portions thereof, shall remain in full force and effect.

The above-described property shall be considered as "fronting" on the roadway to the East of said property known as Michigan Street and the portion of said property bordering said roadway is referred to in the covenants and restrictions set forth herein, as "the front of" said property.

IN WITNESS WHEREOF, GARY INDUSTRIAL FOUNDATION, INC., pursuant to the authorization of its Board of Directors, has caused this instrument to be executed in its corporate name by Clarence Borns, its President, and the corporate seal to be affixed hereto by Robert Gasser, its Secretary, this 12<sup>th</sup> day of March, 1970.

GARY INDUSTRIAL FOUNDATION, INC.

By Clarence Borns  
President

ATTEST:

Robert Gasser  
Secretary

59748

**Document is NOT OFFICIAL!**

STATE OF INDIANA )  
COUNTY OF LAKE )  
**This Document is the property of the Lake County Recorder!**

Before me, a Notary Public in and for the said County and State, personally appeared Clarence Borns, personally known to me to be the President of Gary Industrial Foundation, Inc., and also appeared Robert Gasser, personally known to me to be the Secretary of Gary Industrial Foundation, Inc., and acknowledged that he attested the execution of the above deed by Clarence Borns, President of Gary Industrial Foundation, Inc., and that he also affixed the seal of the corporation and that said persons were performing said acts pursuant to the authority of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.



William B. Davis, Notary Public

My Commission Expires:

July 5, 1970

This instrument prepared by William B. Davis, Attorney at Law, 607 Broadway, Gary, Indiana 46402.