

872181

NO LIEN CONSTRUCTION CONTRACT

RECORDED
INDEXED
AUG 29 10 41 AM '82
CLAY COUNTY REC'D

It is specifically agreed by and between LEVER BROTHERS COMPANY, hereinafter referred to as Lever or "Owner", and *BAILEY CONTROLS COMPANY/hereinafter referred to as "Contractor", as follows: DIVISION
*THE BABCOCK & WILCOX COMPANY

1. Lever has issued to Contractor Purchase Order No. H-8603827 to cover parts and service for one year maintenance of Baily Boiler Controls, including calibration of all equipment twice a year, a combustion efficiency test once a year, unlimited emergency service and a 24-hour response and spare parts inventory in conformity with the terms, conditions and documents set forth therein, a copy of said Purchase Order being attached hereto as Exhibit "A" and specifically made a part hereof.

2. That said Construction Contract shall be performed at the property of Lever in Hammond, Indiana, and commonly know as 1200 Calumet Avenue, and legally described as per Exhibit "B" attached hereto and specifically made a part hereof.

*Article 21.0

3. That this Contract is to be performed on a NO LIEN CONTRACT BASIS, as provided by the provisions of said Purchase Order and by ~~*the provisions of GC-3 General Conditions-Contract Work. which has been executed and approved by the Contractor.~~ The Contractor accepts only Article 21.0 of GC-3. The rest of the provisions of GC-3 do not apply to the work to be performed by Contractor, and are hereby deleted.

[Handwritten signature]
12/27/82

4. That this document shall be recorded with the Office of the Recorder of Lake County, Indiana, and pursuant to the provisions of Indiana Code 32-8-3-1 shall serve as notice to any and all contractors, subcontractors, mechanics, journeymen, laborers, or persons that NO LIEN shall attach to the real estate, building, structure or any other improvement of the Owner arising out of the performing of labor upon, furnishing materials or machinery for or doing business with the Owner or the Contractor under this Contract or upon said property.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives

✓
RETURN To: JOEL C. LEVY, SINGLETON, LEVY, CRIST & JOHNSON
9013 Indianapolis Blvd., Highland, IN 46322

1300

and to become effective upon the 27 day of August,
1986.

LEVER BROTHERS COMPANY

By: Frank S. Walters

Printed
Name: Frank S. Walters

Title: Purchasing Vice President
Household Products

ATTEST:

By: Walter M. Volpi

Printed
Name: Walter M. Volpi

Title: Secretary

THE BABCOCK & WILCOX COMPANY
BAILEY CONTROLS COMPANY DIVISION*

By: Jerry P. DeCicca *

Printed
Name: Jerry P. DeCicca

Title: Manager Customer Service

ATTEST:

By: Estelle M. Hanna

Printed
Name: Estelle M. Hanna

Title: Secretary

*Accepted in accordance with Bailey's letters, dated August 4, 1986 and
August 14, 1986, to Andrea B. Green, Lever Brothers Company Senior Attorney.

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Before me, a Notary Public, in and for said County and State, personally appeared Frank S. Walters and Walter M. Volpi, the Purchasing Vice President a Household Products and Secretary, respectively, of LEVER BROTHERS COMPANY, as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 20th day of August, 1986.

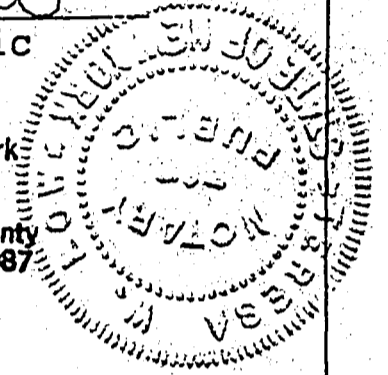
Teresa W. Low
Notary Public

My Commission Expires:

March 30, 1987

Authorized in:
New York County

TERESA W. LOW
Notary Public, State of New York
No. 03-4787858
Qualified in Bronx County
Certificate Filed in New York County
My Comm. Expires March 30, 1987



STATE OF Ohio)
)
COUNTY OF Lake)

Before me, a Notary Public, in and for said County and State, personally appeared Jerry P. DeCicca and Estelle M. Hanna, the Manager Customer Service and his Secretary, respectively, of *BAILEY CONTROLS COMPANY,** as its duly authorized officers and representatives and acknowledged the execution of this Contract.

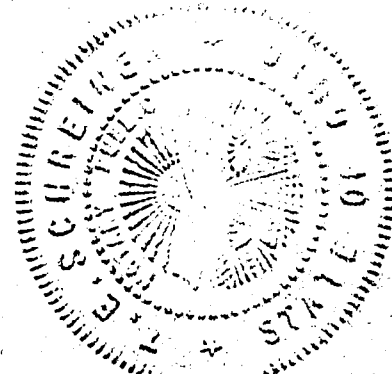
Dated this 27th day of August, 1986.

Thomas E. Schreiner

Notary Public
THOMAS E. SCHREINER, Attorney-At-Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

My Commission Expires:

County of Residence:



This instrument prepared by Joel C. Levy, Attorney At Law, 9013 Indianapolis Boulevard, Highland, Indiana 46322, (219)972-2660.

*THE BABCOCK & WILCOX COMPANY
**DIVISION

ORDERED FOR: POWERHOUSE NAME: SYSAK DIVISION: 0012479 DEPARTMENT: 09412 CHARGE TO ACCOUNT: 9900 042 252 2004781000

LEVER BROTHERS COMPANY

(INCORPORATED)

PURCHASE ORDER NO. H8603827
 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

TO: BAILEY CONTROLS COMPANY
 537 TAFT STREET
 SOUTH HOLLAND, IL 60473

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.

DELIVER TO: 1200 CALUMET AVENUE
 HAMMOND, IN 46320

CONTROL NO. 9900042252

PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ↑

24266

DATE OF ORDER	DELIVERY REQUIRED	TERMS NET 30
SHIP VIA	F.O.B. SP	

ITEM	QUANTITY	UNIT	CODE NO.	DESCRIPTION	UNIT PRICE	AMOUNT
01	100	EA	00000000	PROVIDE PARTS AND SERVICE FOR ONE YEAR MAINTENANCE OF BAILY BOILER CONTROLS TO INCLUDE CALIBRATION OF ALL EQUIPMENT LISTED TWICE A YEAR: COMBUSTION EFFICIENCY TEST ONCE A YEAR, UNLIMITED EMERGENCY SERVICE, 24-HOUR RESPONSE AND SPARE PARTS INVENTORY OF EQUIPMENT LISTED. SERVICE TO START WITH ACCEPTANCE OF EACH BOILER. ALL PER QUOTE DATED APRIL 25, 1986. LEVER BROTHERS COMPANY GC-4 SHALL GOVERN THIS CONTRACT. PRICE OF \$44,544.00 IS PER YEAR AND 100 EA. REPRESENTS 100%. exhibit "A"	445.44	44544.00

*** MATERIAL ONLY TAXABLE
 *** QUOTED BY INVOICE

Work performed and materials furnished are subject to a No Lien Contract which will be recorded with the Office of the Recorder of Lake County, Indiana.

44,544.00

SECURITY OF INFORMATION IS GOOD BUSINESS FOR BOTH OF US
 WE DEPEND UPON YOUR CONFIDENTIAL ALL INFORMATION

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL —

[Signature]
 BY AUTHORIZED SIGNATURE
 THE BABCOCK & WILCOX COMPANY
 BAILEY CONTROLS COMPANY
 (FOR FIRM NAME) DIVISION

18/27/86
 DATE

PURCHASED BY
[Signature]
 AUTHORIZED SIGNATURE
 J.M. SAYERS
 (PURCHASING VICE PRESIDENT)

PLEASE EXECUTE AND RETURN PROMPTLY

ACKNOWLEDGMENT

*Accepted in accordance with Bailey's letters, dated August 4, 1986 and August 14, 1986, to Andrea B. Green, Lever Brothers Senior Attorney.

EXHIBIT "A"

PARCEL 1:

A part of the U. S. Government Lots Number One (1) and Number Two (2) in the East One-half (E 1/2) of Section One (1), Township Thirty-Seven (37) North, Range Ten (10) West of the Second Principal Meridian, Lake County, Indiana, described as:

Commencing at a point seventeen and three-tenths feet (17.3') North of the Southeast corner of said U. S. Government Lot Number One (1), Thence North Eight Hundred Eighty-nine and twenty-one one hundredths feet (889.21') on the East line of said Section One (1) to a point Fifty feet (50') southwesterly by a rectangular measurement from the center line of the One Hundred Foot (100') right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway; thence Northwesterly Thirteen Hundred Fifty-five and thirty-four One-hundredths feet (1355.34') parallel to and fifty feet (50') southwesterly by rectangular measurement from said center line of the railroad right-of-way to the Wolf River center line, as established by agreement dated December 3rd, 1903, thence southwesterly seven hundred thirty-seven and twenty-two one-hundredths feet (737.22') on said center line to the original center line of Indianapolis Boulevard (before same was widened to one hundred feet (100') by an addition of twenty feet (20') along the northeasterly side thereof; thence Southeasterly fifteen hundred one and seventy-six one-hundredths feet (1501.76') along said center line of Indianapolis Boulevard to a point; thence Northeasterly one hundred seventy-five and eighty-nine one-hundredths feet (175.89') by rectangular measurement from said center line; thence East One Hundred Seventy-five and eighty-nine one-hundredths feet (175.89') to the place of beginning; Excepting from the above description a tract of land two hundred feet (200') in width lying adjacent to and parallel to a line which is fifty feet (50') distant Southwesterly by rectangular measurement from the center line of the above described one hundred foot (100') right-of-way of the Pittsburgh, Fort Wayne, and Chicago Railway containing nineteen and five tenths (19.5) acres, exclusive of streets.

PARCEL 2:

That part of the east half of Section 1, Township 37 North, Range 10 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at the intersection of the center line of Indiana Boulevard as it was in the year 1922, with the center line of Calumet Avenue, thence north along the said center line of Calumet Avenue 495.32 feet, thence west at right angles to the last described line 175.89 feet to a point, thence southwesterly at an angle of 140 degrees 54 minutes with said last described line and at right angles to the said center line of Indiana Boulevard as it was in the year 1922, 175.89 feet to the said center line of Indiana Boulevard as it was in the year 1922, thence southeasterly along said center line 495.32 feet to the place of beginning, containing two acres, more or less, the same being parts of Lots 1 and 2, in the old (Government) survey of Section 1 aforesaid, situated in the City of Hammond, in Lake County, Indiana;

Excepting so much of said real estate as has been dedicated for street purposes in Indianapolis Boulevard and Calumet Avenue in the City of Hammond, Lake County, Indiana.

EXHIBIT B

PAGE 1 OF 2 PAGES

PARCEL 3:

All that certain piece or parcel of land situated in the City of Hammond, Township of North, County of Lake and State of Indiana, and being part of the Northeast Quarter of Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian, bounded and described as follows, viz:

BEGINNING at a point where the Northeasterly line of land of Lever Brothers Company meets the middle line of Calumet Avenue, eighty feet wide, in the line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, at the distance of six hundred and forty-six feet and eight one-hundredths of a foot measured due North along said Section dividing line from a point at the East Quarter corner of said Section One; extending from said beginning point North fifty degrees eleven minutes two seconds West, by said land of Lever Brothers Company, crossing the Westerly line of said Calumet Avenue and by land now or formerly of the Shedd Estate, the distance of one thousand six hundred and thirty-nine feet to a point, said line being immediately contiguous to and superimposed upon the present northeast boundary line of property now owned by Lever Brothers Company; thence by land of the Pittsburgh, Fort Wayne and Chicago Railway Company the following two courses and distances:

(1) North thirty-nine degrees forty-eight minutes fifty-eight seconds East Eighty feet to a point, and (2) South fifty-three degrees forty-nine minutes six seconds East, recrossing said Westerly line of Calumet Avenue, one thousand four hundred and ninety-six feet and thirty-five one-hundredths of a foot to a point in the said middle line of Calumet Avenue in said line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, and thence due South, along said middle line of Calumet Avenue, being along said last mentioned Section dividing line, the distance of two hundred and twenty-seven feet and fifty-seven one-hundredths of a foot to the place of beginning, CONTAINING four acres and six thousand six hundred and seven ten-thousandths of an acre, more or less.

(Being part of the same premises (1) a portion of which was conveyed to the Grantor by Deed from the City of Hammond dated November 6th, 1924, and recorded in Lake County, Indiana, in Deed Book No. 341, page 570; (2) another portion of which was conveyed to said Grantor by Deed from Charles B. Shedd, et al, dated August 18th, 1924, recorded as aforesaid in Deed Book 336, page 235 (3) and the other portion of which was quit-claimed to said Grantor by deed from the First Trust and Savings Bank of Hammond, Lake County, Indiana, dated November 5th, 1924, recorded as aforesaid in Deed Book 341, page 569, Excepting, Reserving and Subject as in said Deeds set forth.)

UNDER AND SUBJECT (1) to the right of way or easement, fifty feet wide, for railroad switch and the easement for wagon road reserved by Charles B. Shedd, et al, in their deed dated August 18th, 1924, above recited, and (2) if and to the extent the same may now affect the land above described, to the water way dedicated by Agreement between Oliver Forsyth and E.A. Shedd dated December 3rd, 1901, and subject to any rights of the State of Indiana and the United States of America in said water way.

EXHIBIT B

PAGE 2 OF 2 PAGES