

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 006409

**RESTRICTIVE COVENANTS**

THIS AGREEMENT entered into this 1<sup>st</sup> day of December, 1999, by and between **SMITH BROTHERS REALTY, INC.**, 2701 Bernice Road, Lansing, Illinois, 60438 ("Owner"), and the **TOWN OF MUNSTER, INDIANA**, an Indiana municipal corporation of Lake County, Indiana ("Town").

**WITNESSETH:**

On May 18, 1999, the Board of Zoning Appeals of the Town of Munster, Indiana, favorably recommended to the Town Council of the Town, Owner's application for expansion of a special use/special exception in BZA Case no. 99-004, in the real estate described in Exhibit "A" attached hereto.

The Board of Zoning Appeals further exercised its powers, pursuant to Indiana Code Section 36-7-4-918.2, to recommend conditions upon the granting of such relief, to be filed as covenants running with the land, restricting Owner's use of the lands described in Exhibit "A" and Exhibit "B" attached hereto. The Town accepted the recommendation and approved the expansion of a special use/special exception on May 24, 1999.

For purposes of these restrictive covenants, "liquor" shall mean any liquid or solid that is, or contains .05% or more alcohol by volume, is fit for human consumption and is reasonably likely, or intended, to be used as a beverage; "fireworks" shall mean any composition or device designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation; and "lottery" shall mean the risking of money or other property for gain, contingent in whole or in part upon lot or chance.

PETER BENJAMIN  
LAKE COUNTY AUDITOR

JAN 27, 2000

Law Offices  
Eugene M. Feingold  
Citizens Advice

# 1634

CK # 17053

Im  
20.00

## RESTRICTIVE COVENANTS

NOW, THEREFORE, Owner does now hereby covenant and agree that the real estate described in Exhibit "A" attached hereto shall be burdened with restrictive covenants (a) prohibiting the sale on said land of any liquor, fireworks or lottery tickets; (b) that no gasoline or diesel filling service station shall ever be built on Owner's other land described in Exhibit "B" attached hereto; (c) that Owner shall pay its fair share portion of the costs and expenses (but not to exceed \$60.00 per lineal front foot on 45<sup>th</sup> Street) of widening and improving 45<sup>th</sup> Street, and adding bicycle paths adjacent thereto, in the Town of Munster, applicable to Owner's lands described in Exhibit "A" and Exhibit "B", in common with all other benefited owners adjacent and contiguous to 45<sup>th</sup> Street, at such time as the Town of Munster, Indiana, undertakes said improvement project; and (d) that if either the Owner or its successor in title to all or any portion of the land described in Exhibit "B" shall develop all or any part of such land, then in such event, Owner or its successor in title shall be entitled to the shared and common use of the driveway shown by easement on Owner's recorded Plat of Subdivision of the property described in Exhibit "A".

These restrictive covenants, as applied, shall run with the lands described in Exhibit "A" and Exhibit "B", may only be modified or withdrawn by official action of the Town of Munster, Indiana, or by mutual written agreement of the parties hereto or by a final decree of a court of competent jurisdiction for good cause shown. These restrictive covenants shall be binding on the Owner, its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SMITH BROTHERS REALTY, INC.

TOWN OF MUNSTER, INDIANA

By: David S

By: Thomas F. DeGiulio

Printed: DAVID SMITH

Printed: THOMAS F. DEGIULIO

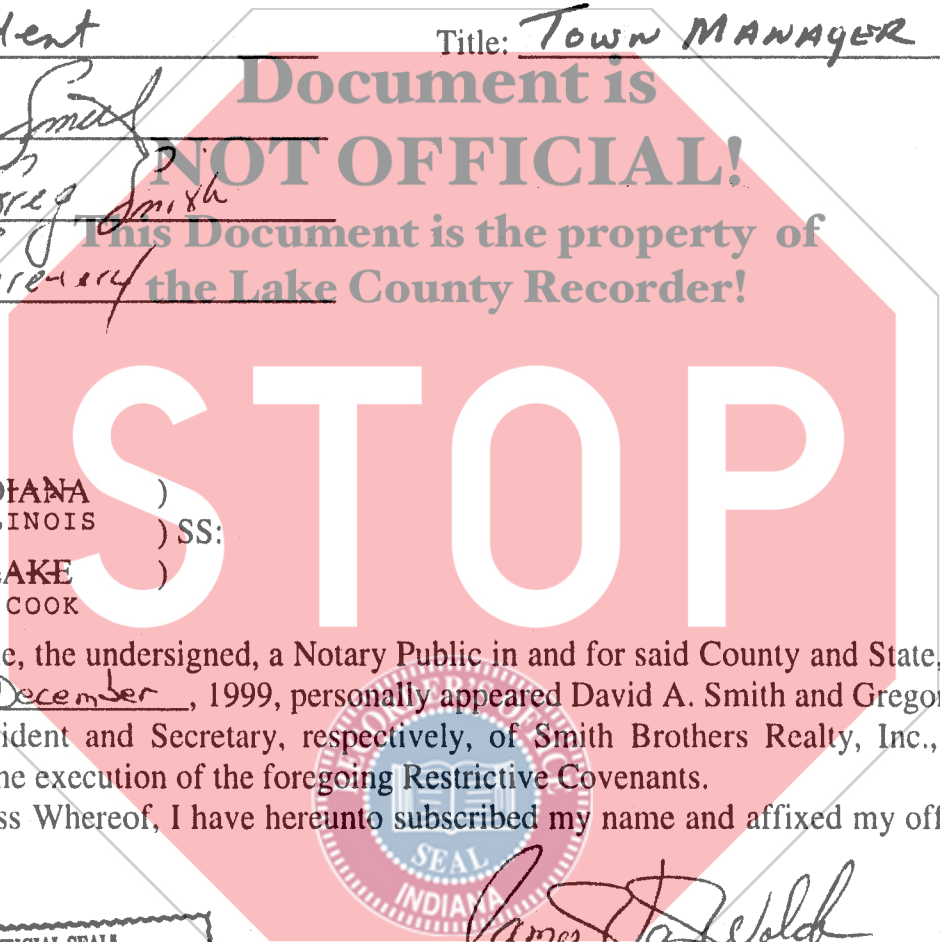
Title: President

Title: Town MANAGER

By: Greg Smith

Printed: Greg Smith

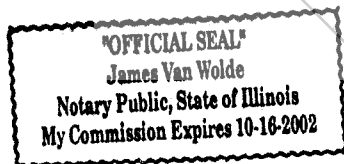
Title: Secretary



STATE OF INDIANA )  
ILLINOIS ) SS:  
COUNTY OF LAKE )  
COOK )

Before me, the undersigned, a Notary Public in and for said County and State, this 3<sup>rd</sup> day of December, 1999, personally appeared David A. Smith and Gregory T. Smith, the President and Secretary, respectively, of Smith Brothers Realty, Inc., and acknowledged the execution of the foregoing Restrictive Covenants.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.



James Van Wolde  
Signature of Notary Public

James Van Wolde  
Printed Name

My commission expires:

County of Residence: Cook

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, this 14<sup>th</sup> day of JANUARY, ~~1999~~ <sup>2000</sup>, personally appeared Thomas F. DeGiulio, the Town Manager of the Town of Munster, Indiana, and acknowledged the execution of the foregoing Restrictive Covenants.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

Steven P. Kennedy

Signature of Notary Public

Steven P. Kennedy

Printed Name

My commission expires:

4-24-04

County of Residence: Lake

**STOP**



**EXHIBIT "A"**

The West 309.50 feet of the Southwest Quarter of Fractional Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, lying South of the South right-of-way line of 45<sup>th</sup> Street, as dedicated, excepting the South 1550.00 feet thereof, containing 3.27 acres, more or less, in the Town of Munster, Lake County, Indiana.

**STOP**



**EXHIBIT "B"**

The East 471.00 feet of the West 671.00 feet of the West 1170.00 feet of the Southwest Quarter of Fractional Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, lying South of the South right-of-way line of 45<sup>th</sup> Street, as dedicated, excepting the South 1550.00 thereof, and excepting the West 109.5 feet thereof, in the Town of Munster, Lake County, Indiana.

