

4

2002 004619

Return to: Eugene M. Feingold, Esq.  
Law Offices of Eugene M. Feingold  
625 Ridge Road, Suite A  
Munster, Indiana 46321

2002 004619

**AGREEMENT FOR ENFORCEMENT OF TRAFFIC REGULATIONS ON PRIVATE PROPERTY**

This Agreement (the "Agreement") by and between the undersigned DAWN FOOD PRODUCTS and the Town of Munster, Indiana (the "Town"), pursuant to Indiana Code Section 9-21-18-1, et seq., is for the enforcement of traffic regulations on private property, and in witness thereof states the following:

1. DAWN FOOD PRODUCTS is the owner or operator of a business located in the Town (the "Real Estate"), as legally described in Exhibit "A" attached hereto and made a part hereof.

2. The Town is a municipal corporation in whose jurisdiction the Real Estate is located.

3. Pursuant to Indiana Code Section 9-21-18-1, et seq., and the Munster Town Code, Section 17-12, the parties agree and stipulate that the Town shall have the authority to enforce the following traffic regulations on the Real Estate:

THE UNAUTHORIZED PARKING OF AUTOMOBILES, TRUCKS, MOTORCYCLES, OR ANY OTHER TYPE MOTOR VEHICLE, ON THE PREMISES OCCUPIED BY DAWN FOOD PRODUCTS.

4. Following the execution of this Agreement by the parties and its recording with the Office of the Lake County Recorder, the parties agree and stipulate that the Real Estate shall be posted with signs setting out the above traffic regulations in accordance with Indiana Code Section 9-21-18-7.

5. After execution of this Agreement by the parties and its recording, the Real Estate posted in accordance with state statute, a violation of a described regulation shall constitute a violation of a Town ordinance, and shall be enforceable by the Town through the issuance of a citation for ordinance violation as the violation of any other Town ordinance, and penalties shall be assessed as in the violation of any other Town ordinance.

6. The term of this Agreement shall be for a period of ten (10) years and shall be binding upon each party and its successors, transferees and assigns, and shall be deemed an agreement which runs with Real Estate.

ck # 18385  
10

7. Either party shall have the right to cancel and revoke this Agreement upon sixty (60) days written notice to the other party. In the event any action of the Town as to zoning, subdivision or tax abatement related to the property is contingent upon the continuation of this Agreement of the parties, the Town reserves the right to review, alter, modify or revoke any such action in the event this Agreement is revoked by DAWN FOOD PRODUCTS.

Date: 11/26/01

DAWN FOOD PRODUCTS, INC. TOWN OF MUNSTER, INDIANA

By: [Signature]  
Jeffrey L. Hall  
Office or Title: GENERAL MANAGER

By: [Signature]  
Thomas F. DeGiulio  
Town Manager



ACKNOWLEDGMENTS

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State; personally appeared November, the 26th of 2001, who acknowledged the execution of the foregoing Agreement for Enforcement of Traffic Regulations on Private Property.

WITNESS my hand and notarial seal this 26th day of November 2001.



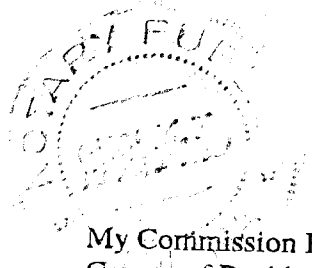
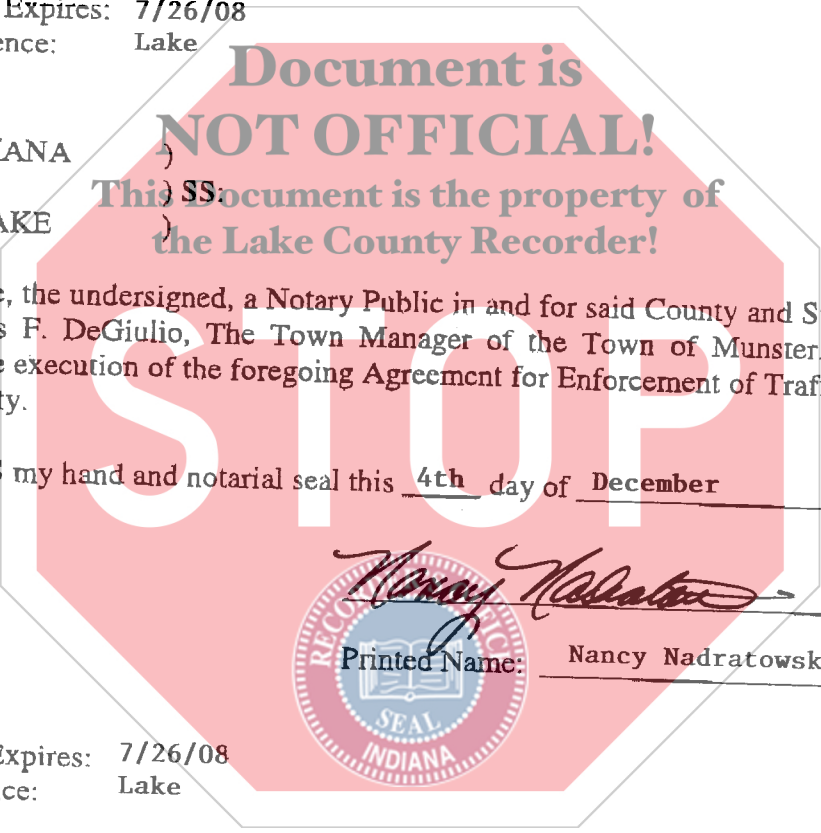
*Nancy Nadratowski*  
\_\_\_\_\_  
Notary Public  
Printed Name: Nancy Nadratowski

My Commission Expires: 7/26/08  
County of Residence: Lake

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State; personally appeared Thomas F. DeGiulio, The Town Manager of the Town of Munster, Indiana, who acknowledged the execution of the foregoing Agreement for Enforcement of Traffic Regulations on Private Property.

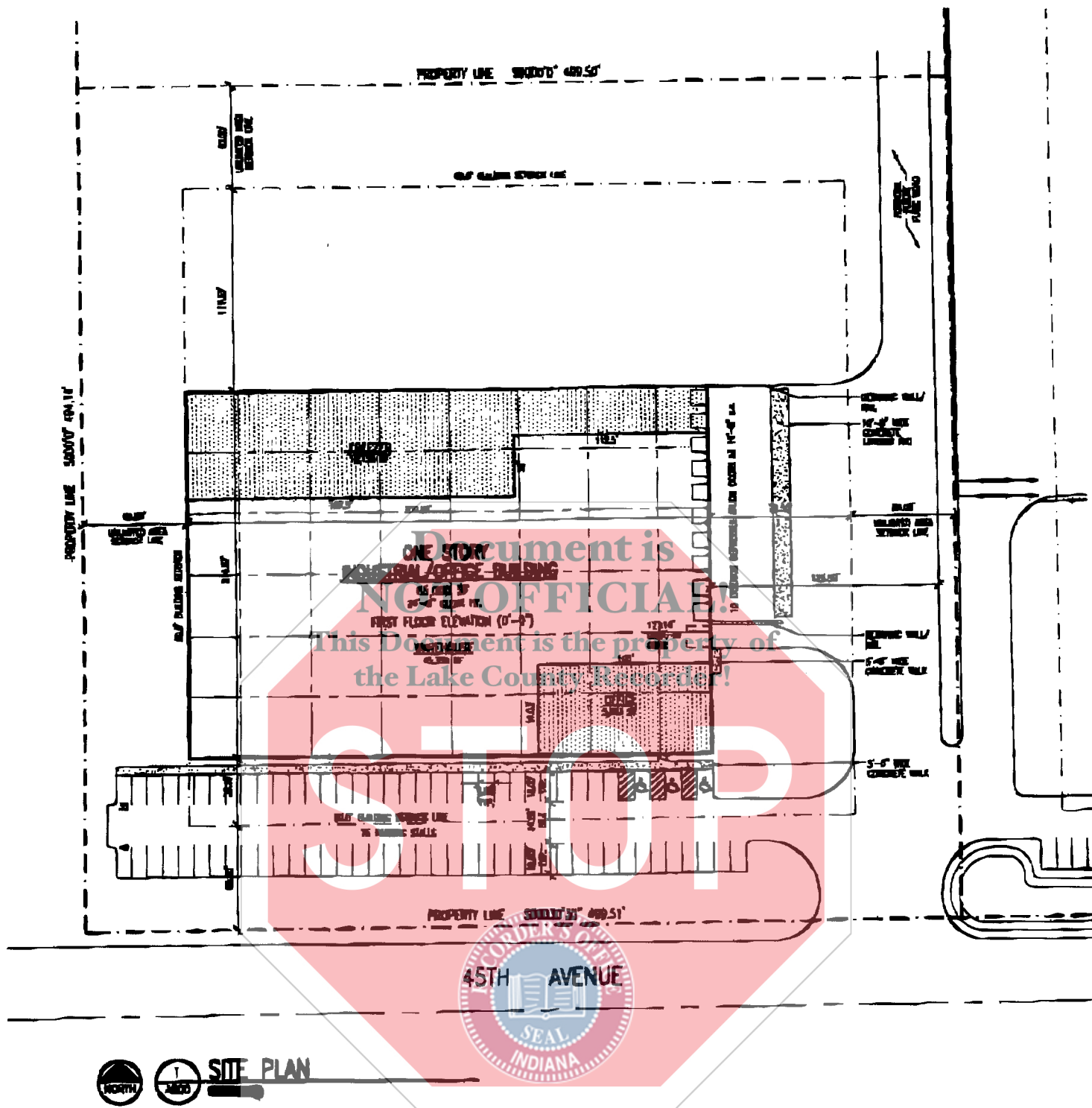
WITNESS my hand and notarial seal this 4th day of December 2001.



*Nancy Nadratowski*  
\_\_\_\_\_  
Notary Public  
Printed Name: Nancy Nadratowski

My Commission Expires: 7/26/08  
County of Residence: Lake

*This instrument prepared by the Law Offices of Eugene M. Feingold  
625 Ridge Road, Suite A, Munster, IN 46321*



**SITE PLAN**

**SITE DATA**

SITE AREA	245,751.76 SF (5.64 ACRES)
BUILDING AREA	
OFFICE	4,300 SF
WAREHOUSE	80,500 SF
TOTAL	85,000 SF
F.A.R.	.61
DRIVE-IN DOORS:	(1) 12' X 14'
TRUCK DOORS:	(12) 8'x10' AT 14'-0" D.P.

**SITE NOTES:**

1. CORRELATE LOCATION OF BUILDING WITH CIVIL ENGINEERING DRAWINGS (BY OTHERS).
2. REFER TO CIVIL ENGINEERING DRAWINGS, (BY OTHERS) FOR LOCATION OF UTILITIES, GRADING PLAN, AND SITE CONSTRUCTION DETAILS.