



# MARKTOWN UPDATE

A publication of the Marktown Preservation Society

April 2004

## Jobs Program Cut Short By Neighborhood Politics

by Paul A. Myers

I don't like politics. I am not a politician and I don't intend on becoming a candidate for political office. One of the reasons for this is that you can not lie about me and say the things that are said about political candidates and ever expect me to even give you the time of day again. That being said I want to take this opportunity to clear the air about a jobs program that I personally put together for the residents of East Chicago and yes, the residents of the Marktown Historic District.

Back on December 16, 2003 when the Parks & Recreation Board of Commissioners awarded the contract to Gariup Construction Co. of Gary for the construction of the New Marktown Community Center, Parks Superintendent Joe Valdez and Parks Board President Alex Sarkesian noted that they wanted to see the two city ordinances which deal with the hiring of minorities and East Chicago residents by contractors fully enforced on this project. If you will remember I wrote about this in the January issue of Marktown Update in an article titled "**Job Opportunities For Marktown and East Chicago Residents.**"

Following the release of the article early in January I took the opportunity to meet with Mr. Valdez at his office. We discussed the concept that it would be highly inappropriate for the Parks Board to issue a contract of this size and nature and then have the Parks Superintendent involved in any way with the distribution and collection of applications for the independent contractor. If you will remember, in the same issue of Marktown Update (Jan. 2004) there was an article titled "**New Marktown Community Center Moves Forward**" in which I spoke of a "non-collusion affidavit" which was required to be included in the bid packet by all prospective bidders.

I offered to manager the distribution of the employment applications as a private citizen and as President of the Marktown Preservation Society, provided of course that Gariup Construction agreed to my doing so. Mr. Valdez agreed and I moved forward. I made a telephone call to Matthew Gariup, one of the officers of the company, and he agree with the concept and said that they were not only looking forward to the construction of this most important project, but that he would be delighted to work with us in seeing to it that Marktown and East Chi-

cago residents were included in the project. He provided me with a letter which stated: "*Please be advised that the Marktown Preservation Society under the direction of Paul A. Myers is authorized by Gariup Construction to distribute and collect job applications for the upcoming construction phase of the proposed New Marktown Community Center. Gariup Constriction will review all applications on their individual merit and will contact successful applicants when there is a need to hire new employees for the project.*"

After my initial meeting with Mr. Valdez and having reached an agreement with

Gariup Construction I met with Mr. Valdez again and provided him with two draft flyers for his approval. The flyers dealt with the scheduled meeting at the Marktown Community Center (for Marktown residents only) on January 22nd and at Robert Clemente Center on February 12th (for East Chicago residents). The reason for not inviting all of East Chicago to the Marktown Center was quite simple. We have the smallest (2,000 square foot) and oldest (1920) Community Center in all of East Chicago and we did not want to see several hundred people arriving at a



(continued on next page)

visit us on line at [www.marktown.org](http://www.marktown.org)

center that just can not accommodate them. As I was doing this on behalf of the Superintendent of Parks and Recreation I placed a crude representation of the seal of City of East Chicago on the flyer. Neither Mr. Valdez nor I felt that there was a problem in doing so.

Mr. Valdez approved the flyer and had it translated into Spanish by one of his Parks & Recreation Department employees. It should be noted that the Spanish translation provided to me was also on Parks & Recreation Department letterhead, and while I did not use it in this format, it reassured me that the use of the city seal was at least approved in kind.

Things didn't really get out of hand on this project until the flyers were distributed in the Marktown Historic District on Tuesday, January 20th. When our Democratic Precinct Committee Person saw the flyers she immediately went to the Parks Department and raised more hell than I want to think about. A comment was made later by her at a Common Council meeting that "*If Councilman Santos (5th District) and I had known he was doing this we would have stopped him.*" The reason that neither of them had been informed was quite simple; Joe Valdez and I wanted to **KEEP POLITICS OUT OF THIS PROJECT!**

On Thursday, January 22nd I arrived at the Marktown Community Center at about 6:30 PM and found our Democratic Precinct Committee Person there and ready for those who came in. While I sat up a table where the applicants could sign in, she greeted people at the door, introduced herself and instructed them to "*...get an application, fill it out but don't give it back to Paul Myers. You can't trust him.*" How nice. I spend all of the time lining up this project with the concept that politics not be a part of the process and what happens? Right before my very eyes the meeting is turned into a political fiasco.

Just before 7 PM Parks Superintendent Joe Valdez arrived. Promptly at 7 PM I introduced myself, explained why we were there and read the letter from Gariup Construction which, as you have read, authorized me to perform this function on their behalf. I then introduced Mr. Valdez who echoed my sentiments and reiterated his desire to see residents of Marktown and of East Chicago hired onto the construction phase of this project.

The next forty-five minutes were quite interesting as several of our residents had questions and made comments. One theme that Mr. Valdez continued to repeat was "*You need to thank Barbara Perez and Paul Myers for putting this jobs meeting*

*together for you.*" After hearing him say this about six times I finally had enough and spoke out saying "*Let me make this simple. Barbara Perez didn't have anything to do with this meeting what so ever. While we were both at the meeting on December 16th when Mr. Valdez and Mr. Sarkesian commented about wanting to see the hiring ordinances enforced, she did absolutely NOTHING to get involved in this program. She did not meet with Mr. Valdez on this subject. She did not meet with Gariup Construction. She did not write the flyers nor did she translate them into Spanish. She did not distribute the flyers nor did she pay for their distribution. I did this as a concerned resident of this community and as the President of the Marktown Preservation Society. So tell me Barbara, exactly what did you do to make this meeting possible?*" Her response was quite simple: "*You're just lying. I did all of this --- not you.*"

What I find most amazing is that while she was willing to stand before the residents of Marktown and take credit for something she knew she had nothing to do with, she then went to the Board of Public Works, the Parks and Recreation Board, and Common Council of the City of East Chicago and vitrually everyone and anyone she could find and accused me of wrong doings in this matter. Now can you understand why I don't like politics?

On February 9th Mr. Valdez, members of his staff and I appeared before the Common Council and satisfactorily clarified what we had done and why. Once again Ms Perez and others in the audience complained of the alleged illegality of our actions; allegations which are totally unsubstantiated by the well documented facts in this case.

What I find most disheartening is the fact that had the construction of the New Marktown Community Center moved forward and had we been successful in our attempt to see the two hiring ordinances enforced on this most important project, more than \$1,000,000.00 could have been returned to residents of this great city in the form of well earned, non political paychecks. It could have been returned to residents like Efrain Mata who has lived his entire life in Marktown. Who put himself through Purdue University while working as a union laborer and who now holds a Bachelor's Degree in Mechanical Engineering. All of this could have been done without asking for or even considering any political influence what so ever. How unfortunate that the residents of Marktown lost the opportunity to be actively involved in the construction of the new community center just because someone wanted to play politics!

***Need to e-mail us? You can contact Paul at [pmyers@eastchicago.com](mailto:pmyers@eastchicago.com)***

## ***Not Just Another Marktown Family... But Neighbors You Should Know!***

The Gray family isn't new to Marktown by any means. Darrell Sr. grew up on Lilac Street with his parents and he met his future wife at the Marktown basketball court back in 1977. Cyndi was from Hammond and they married the very next year in 1978. They lived with her mother for about six weeks and then moved into their home on Prospect Street where they have lived and where they have raised, or should I say are still raising their family.

Darrell Sr. has worked for INDOT as a Project Supervisor for new construction for the past 21 years. Cyndi has had a number of jobs, all of which have dealt with children. I suppose that is where this story should begin, with the children.

Darrell and Cyndi were originally blessed with two children: Stephanie (Gray) Rapacz who now has two lovely daughters of her own and works as an RN at St. Margaret's Hospital in Hammond, and Darrell Jr. who devotes most of his time to working as a manager for the Baker's Square Corporation.

When their first two children were about six years old Darrell and Cyndi decided it was time for another child. Instead of having another of their own they decided to adopt a new born Mexican-American infant; Jenna. She was by all means the new love and joy of their lives.

Cyndi was raised Catholic and knowing that Jenna's family had been Catholic it didn't take long for Darrell Sr. to convert from his Protestant roots so that the entire family could worship together. Darrell Sr. went onto be a founding member of Knights of Columbus Council No. 12647 which is based out of their church, St. Mary's here in East Chicago.

As the years went by the eldest children both graduated from Bishop Noll High School and would go onto university. Jenna would bring up the rear and what a remarkable young lady she would turn out to be. Cyndi and Darrell weren't surprised when

Jenna came home one day and said "All of my friends in school are having a Quinceanera. Can I have one too?" They didn't even hesitate. The answer was yes and what a great time it was for one and all.

Jenna would go on to graduate from Bishop Noll. Right after graduation she enlisted in the U.S. Air Force where she now serves as a jet aircraft mechanic working on B1 bombers at Diego Garcia in the middle of the Indian Ocean. Way to go Jenna!

If that were all there was to the Gray family it would be a great story, but that was only the beginning. Darrell Sr. and Cyndi have taken on an entire new family, or should I say two new families. They

have taken on the responsibility of being foster parents; something that to them was just the right thing to do.

They attended a six month training program so that they could be certified as foster parents and then they just waited. Their first foster child came about a year ago. His name is Markale and he is the most beautiful African American little guy you would ever want to see. They got him when he was but four days old and they are virtually

the only parents that Markalo has ever known.

Their second foster child arrived about six months later when little Alexandra, then nine months old, came to live with them. She too is African American and is the cutest little bundle of joy you would ever want to see.

The Gray family has once again grown, not only in size and nationality, but in faith. They have become strong advocates for the foster care system and work to encourage others to lend a hand to children in need.

The Gray's, all of them from Darrell Sr. and Cyndi, to Stephanie, Darrell Jr. Jenna and now little Markalo and Alexandra are what make Marktown as Darrell Gray put it "**...a great place to live and to raise a family or two!**"



*From left to right: Jenna, Derrell Sr, Derrell Jr. Cindi & Stephanie. The not so typical Marktown extended family.*

# Keeping the Garden City Concept Alive

## Some ideas for planting a garden at your Marktown home

by Paul A. Myers

As we mentioned in an earlier edition of Marktown Update, our neighborhood was designed under the English Garden City concept of the late 1800's and early 1900's. One of the key factors in the concept was naturally - the inclusion of gardens. As we have noted previously, all of the back windows and doors look out over the garden of your neighbors yard. Our porches are also opened so we can set on a porch swing in the summer and have ready access to your neighbors as they walk by admiring our yards and gardens.

Several years ago the Marktown Preservation Society obtained a wonderful grant from the Foundations of East Chicago to install and maintain the planter in the park at Riley Road and Pine Avenue. Members of the Society have made it a point of maintaining it each year. We weed, water and replace plants as necessary and there is never a lack of volunteers available for the job.

Just what kind of flowers are they? Originally we only had perennials in the garden. We started our with Black-Eyed Susans, purple and white Coneflowers and Sedum. To this we added two colors of Iris which are a tuber type plants and later bright yellow tulips. This past year the Parks Department also added Impatiences which is an annual that does not work well in that much sunlight.

The hardest part of a garden is deciding what to plant and exactly where to begin. If you have never

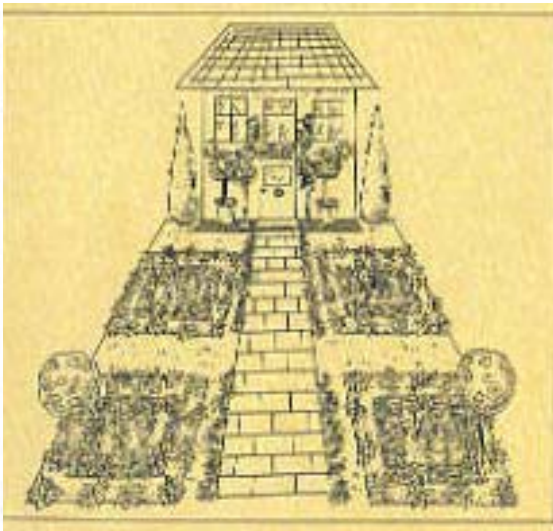
had a flower garden before, be sure to start small and then enlarge the garden each year. If you start too big the first year, it may rapidly become more than you can take care of and you will become discouraged with the project.

If flowers are what you want there are basically two types: perennials and annuals. Perennials are a bit more expensive but they are supposed to come back each year. Annuals are just that - annual. You have to plant them each year and that makes them more expensive in the long run.

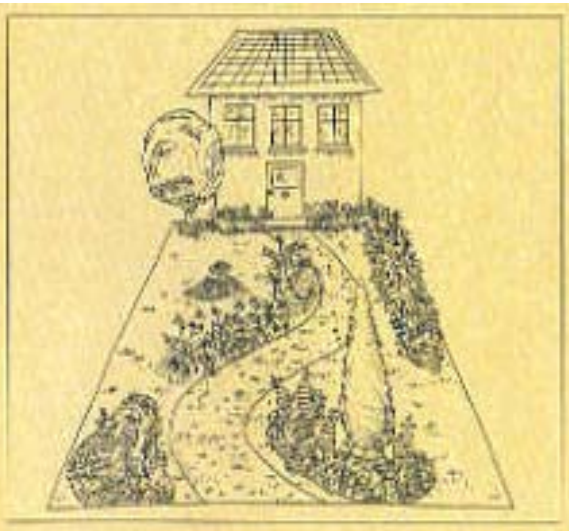
For those of you who are familiar with my home at 405 Prospect Street and that of Parks employee Jack Pranaitis at 402 Prospect Street, we both have perennial gardens. At my home I also add annuals in the flower boxes on my front porch and in the large square pots just under the dining room windows of my home and the adjacent three properties. While the perennials bloom at various times of the season depending on which plants you use, the annuals usually bloom all summer long. But remember, the perennials are semipermanent.

One other planting that I have found works quite well here in Marktown is several forms of hostas. They provide a rich green blanket in the form of a boarder and they send up 2-3' long flower spikes with light lavender flowers in late summer or early fall. While not all varieties of hostas do well in Marktown, if you stop over and see me in the spring time

### Chosing a Garden Style

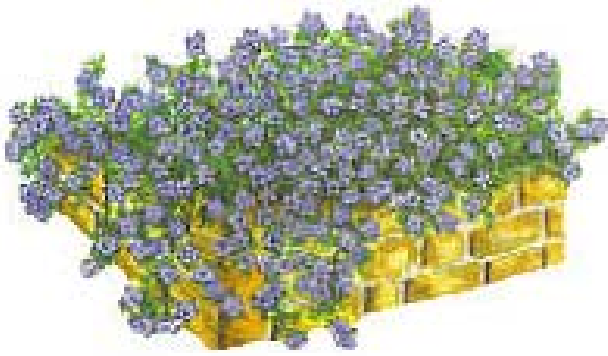


*Formal gardens are laid out with straight lines and symmetrical plantings*



*Informal gardens tend to have curved lines and a wider variety of casual plantings.*

***A new motto for Marktown: Try to leave things better than you found them!***



*Low spreading perennials are charming cascading over walls or out of planters.*

I would be more than glad to take the time and make some recommendations to you.

While annuals may bloom all summer long they also require a great deal more care and watering. In the fall when it is time to clean up your garden for the winter you will have to pull the annuals while the perennials can be cut off with your lawn mower set at a slightly higher setting. You might also like to know that you can harvest the seeds of the perennials and start your own seedlings in the spring.

The best place to begin your Marktown garden is probably around your front steps or just along the fence line. Lay out your garden first and carefully remove the grass, shaking off as much top soil back into the garden area as possible. Once you have selected the flowers that you are going to plant, you will want to place the actual containers of plants in the exact area you are going to plant them. This will make the process easier.

One nice thing about placing the large square flower pots under your rear dining room window (on the basement window grate) is that it helps to secure your home. It will be a great deal harder for someone to gain access through the basement windows if they have to start by moving flower pots. If you decide to use plastic flower pots you will want to

mix sand into the soil at a ratio of 1-5. This will permit the soil to drain better and will prevent the plants from getting too much water which can be harmful.

Remember, while you may be planting the garden for yourself, you will also want your neighbors to be able to enjoy it. You may want to think about buying extras and sharing. It doesn't take a great deal to maintain the garden once you have planted it. The first year is always the hardest. Perennials will need more water the very first year than at any other time unless there is a very long drouth.

Where do you go for just the right bedding plants and perennials? My favorite place is Allen Landscape on 45th Street in Highland, but you can get them just about anywhere these days.

The East Chicago Public Library has a very good selection of books on gardening so take the time to stop in and pick our a couple now, before the planting season gets here in May.

Let's all work together to make Marktown the garden spot of all of East Chicago and Lake County! Let's keep the Garden City concept alive in the Marktown Historic District evermore.



*In island beds, set the tallest perennials toward the center and the shorter ones along the outside. When planting against a fence or home, plant the taller plants against the fence of house with the shorter plants nearer the sidewalk or lawn.*



*Attract butterflies with a water source and a variety of different plants. Flowering plants work best!*

***If you have questions as to what types of flowers grow best in Marktown stop over at the home of Paul Myers at 405 Prospect Street. He'll be more than glad to give you a hand.***

# ***Saving Our Park Trees - Go Get 'em Joe Valdez!***

*by Paul Myers*



I can't tell you how upset I was at 10:00 AM on Thursday, February 26th when I drove into Marktown and found an independent contractor working for NIPSCO butchering the trees in the edge of the park on Pine Avenue. More than twenty years ago I, along with a good number of Marktown residents, worked to see our parks renovated in this most important neighborhood. Over the past twenty years we watched the trees mature and finally reach a canopy state when their branches met the branches of the trees just across the way in the Old Park and on the various parkways that line Pine Avenue and Broad Street.

I immediately telephoned Parks Superintendent Joe Valdez and within five minutes he was there intervening on behalf of Marktown residents in saving our trees from what would have been a most senseless and meaningless destruction of some of the most beautiful park trees in all of East Chicago. Thanks once again goes to Joe Valdez for remembering Marktown and taking care of a problem in a most timely fashion.

## ***Finding Marktown on the Internet***

While we reported this to our readers in the past we realized this past month that we needed to remind everyone that the City of East Chicago has graciously consented to include a color edition of Marktown Update on the internet for all to read or print out without having to mail it to their homes.

How can you find it on the internet? Start with the official E.C. Web page managed by the Public Information Department. It is at: [www.eastchicago.com](http://www.eastchicago.com)

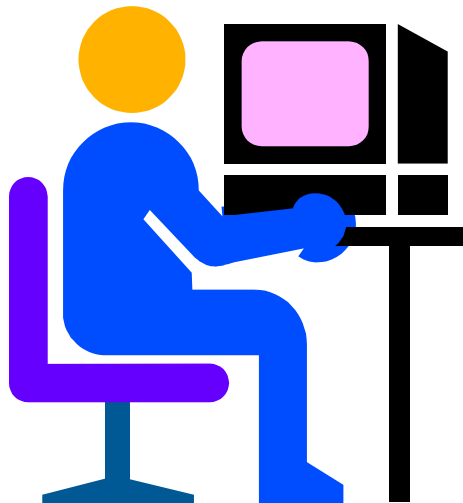
Once there go to the top header bar and look for "attractions." Click on this and go just past Harrah's and you will see the links for the Marktown Preservation web site. At the very bottom of this you will find Marktown Update with the most current month listed. Click on this and it is all yours. One line below Update is Marktown Happenings. These are extra articles about what is

going on in Marktown that didn't make the monthly newsletter.

While the Marktown web site has not been updated in quite sometime, our web master, Bob Bender of Michigan, is once again working on it and hopefully he will have it updated soon. If you go to just about any search engine on the internet and

search under Marktown you will always find our web site at the top of the listings. This was done by the hard work of Mr. Bender.

As for other information on Marktown you might want to try the Google search engine. Go to "images" and search under Marktown. You will find just about all of the images in reference to Marktown that are currently on any web site on the internet. Happy surfing, and if you can't find what you want, give the Marktown Preservation Society a call at 219-397-2239.



***There are doer's and then there are talkers.***

***Do something positive for your neighborhood as opposed to saying something negative!***

## ***A Farewell To Friends And Extended Family In Marktown***

*by Ms Maria Perez*

I would like to take this opportunity to thank everyone in Marktown who had welcomed me and given me all of their support. A special thanks for the beautiful heart warming cards the children from the center made for me. I was overwhelmed with the awesome welcoming I was given at the Kid's BINGO on the evening of Friday, January 30th. I did not expect the BINGO to come to a stop so that the children could each greet me one by one with huge hugs.

No matter what center I am placed in, Marktown and all of the children and concerned adults and parents will always be in my heart and never, ever forgotten. The children and community members in Marktown have really shown me how much my services to your neighborhood were appreciated. I am still updated with how everyone is doing. To all of my kids at the center, keep up all the hard work at school and please continue to make me proud. Study hard and do well.

I miss you guys. Always yours,  
Ms Maria



## ***City Wide ADA Seminar Sponsored by Marktown Resident***

In the March issue of Update we featured an article about Lourdes Munoz-Hicks and her desire to help those with disabilities in our community. On February 28th she once again held an outstanding city wide seminar, this time at the Robert A. Pastrick Branch Library on Baring and Chicago Avenues in East Chicago. The seminar began at 10:00 AM and had nearly fifty people present for the outstanding presentation.

The feature speaker for the day was J. Anel Gonzalez, who is a Bilingual Technical Assistant Specialist from the Great Lakes ADA and Accessible IT Center at the University of Illinois at Chicago. Mr. Gonzalez works for the Institute of Disability and Human Development which is a Department of Disability and Human Development at the university. He provided first hand knowledge and expertise in relation to

accessibility to services and the work force for those with disabilities. What I found most amazing is that even from the standpoint of the disabled, Marktown was well represented at the seminar.

Kim Rodriguez was asked to speak in reference to her most recent experience in resolving problems at Central High School for one of her sons who has ADHD. As Kim said *"Until I spoke with Lourdes I had absolutely no idea as to what the rights of my son were. Now that I know I am better prepared to meet his needs in the educational process of public schools."*

It should be noted that Lourdes is not only not paid for putting on these seminars, but more importantly she actually pays for the refreshments and many of the handouts herself. Hopefully we can find a way to have these events funded this next year. Until then, well done!



***Let's Work Together To Preserve Marktown's Unique History  
And Architecture For Future Generations***

# Clash Occurs at Mark's Plant: 25 Men Hurt When Going Home

## Steel Workers Forced to Run Gauntlet At Indiana Harbor Plant

*A Window Into the Past from The Lake County Times - September 24, 1919*

The first violence of the steel strike in Indiana Harbor occurred last night about six o'clock when about twenty-five men who were leaving the Mark By-Products plant were set upon and badly beaten by strikers who had congregated near the gate.

The trouble began when two men left the plant and being accosted by the pickets with the questions "Why are you working," either did not understand or were unable to give any answer.

### **MEN ESCAPE TO PRAIRIE**

The strikers began to jeer, then push, and finally started to beat the two men with fists, clubs and stones. The men ran through the prairie and escaped without serious injury. The strikers then lined up near the gate in two lines facing each other and as the remaining twenty or twenty-five men came from work forced them

to run the gauntlet between the two lines while the strikers used fists and sticks freely upon the heads and shoulders of the workers. While many suffered painful bruises none were injured seriously and none were taken to the hospital.

### **RIOT CALL SENT TO POLICE**

The workers left the vicinity and went to their homes before their names could be obtained. A riot call was sent to the Indiana Harbor police station but the strikers had disbanded before the patrol arrived.

Chicago morning papers report a serious riot between police and strikers with numerous shots fired at Indiana Harbor but Acting Chief of Police Edward O'Donnell sates that not only were no shots fired but that there has not been an arrest in Indiana Harbor in connection with the strike.

### **CARRIED A REVOLVER**

Vider Howell a Croation who was arrested by Sheriff Lew Barnes for creating a disturbance at the Buffington plant of Portland Cement was arrested in Gary territory and placed in the Indiana Harbor station only for the night. He will be taken to Crown Point today. When arrested Howard carried a revolver. William Griffin of 3608 Alder Street, Indiana Harbor was arrested on the B & O tracks near Portland Cement with a Winchester rifle. He is somewhat a puzzle to the police since he said he was "guarding his home" at the time of his arrest. While he lived in Indiana Harbor he has no family and merely rooms at 3608 Alder Street. The police do not believe that he was planing any violence.

*From the archives of the Marktown Preservation Society.*



## New Marktown Community Center Construction Update

It's time to put rumors to rest and let everyone know exactly what's up with the New Marktown Community Center. We won't beat around the bush, nor are we going to point a finger as to why the hold up and changes. When the project was first slated a budget of \$1,500,000 was established (*as reported in the December 2002 issue of Marktown Update.*) When the plans for the dream center were completed the project was nearly 100% over budget at \$2,700,000 and something had to be cut. A new budget was established and the project was sent back to the architects and their drawing boards.

So just what is going to be cut you ask? To begin with the basketball court will be a half court as opposed to a full court gymnasium. The exterior access wash rooms have been totally removed and the exterior canopy which was to create the rear stage area has been reduced in size but not eliminated. The exterior design will meet the federal requirements and most fortunately will be architec-

turally compatible with Marktown's architecture.

Nearly \$400,000 was originally set aside for interior amenities and while we do not know what the new budget is for these items, rest be assured it will not be \$400,000. There will be at least two new offices included in the plans and no they will not be for additional employees. They are designed for use by service organizations which will provide a greater degree of social services for the residents of this most important neighborhood.

No, there will not be a day care center. No, the center will not be used as a halfway house or shelter for women. No, we will not be acquiring the old garage lot as parking for the new center. No we will not be razing the current center and using a pair of side-by-side trailers as a community center until the new center is completed.

As soon as the project comes back from bid we will let you know. So, let's work TOGETHER to make this truly a COMMUNITY Center for ALL of Marktown & E.C.



# Property Covenants On Marktown Homes

## *Something every homeowner and tenant needs to know about!*

*by Paul A. Myers*

When Marktown was first built it was during the Great War or WWI as it was later called. The housing, while very innovative in design and concept, was by all means low cost industrial housing. As we mentioned in earlier articles in Marktown Update the land was first purchased in 1913 by Clayton Mark of Mark Manufacturing Co. He held the property on a ten year mortgage and was placed in a position to sell off all of Indiana Harbor works and the Mark Town Site in 1923 to satisfy the mortgage. It was at that time that Youngstown Sheet and Tube Company entered the picture.

Between 1918 when the houses were first built and 1942 when YS&T was forced to sell their non steel interests, all of the maintenance in Marktown was taken care of by the steel mill. That's right. The lawns were maintained, the houses were painted, and when something --- broke they fixed it.

When the decision was made to sell the properties they were initially sold to a holding company who in turn established the sales requirements and parameters under which they would be sold. Each warrantee deed that was issued when the properties were finally sold after WWII had a series of covenants or conditions under which that sale was made. In cases of the duplex and quad units, additional covenants were also agreed upon by the respective buyers, signed by all concerned parties and filed in the Lake County Records Office in Crown Point, Indiana. Even though the covenants were made between the initial purchasers of the property, they are perpetual from owner to owner and are still viable today.

Before we go any further we should note that most of the covenants are still strictly enforceable by the current owners of the properties, but only under one condition - that they know they exist. And so the purpose of this article is to inform all of the property owners and tenants of these most important legal covenants.

### **Covenants Provided On Warrantee Deeds**

The grantee expressly covenant and agree for themselves and their heirs, successors and assignees:

- (1) That said premises shall not be used for business or any other purpose, except residence or apartment building not to exceed four-family units.
- (2) That no residence or apartment building shall be constructed costing less than \$3,500.00 in case of residence, and \$6,000.00 for such apartment building.
- (3) [Struck down by federal law in 1964.]

(4) The above provisions numbered (1) and (3) inclusive, shall not apply to lots numbered 93, 142, 183 to 198 inclusive, 239, 240 and 241, which shall be restricted only as set forth in respective conveyances thereof, or any part thereof.

It is expressly agreed that the above provisions numbered (1) to (3) shall be operative for a period of twenty-five (25) years from the date of January 1, 1942, and shall be extended for successive ten-year periods from the termination thereof, unless the owners of all the land in said subdivision at the end of the said twenty-five year period or any successive ten-year period shall make, execute and record an agreement terminating the same.

The grantor and grantees herein mutually understand and agree for themselves and for their respective heirs, successors and assigns, that there have been laid out, placed and installed, sewers, water pipes and gas pipes throughout said Mark Subdivision for the service of the buildings now or hereafter to be erected thereon, and that said sewers, water pipes and gas pipes have been so laid out to make one uniform working system, and said services cross over, upon and under certain lots in said subdivision, and in order to maintain said services it will become necessary to go upon all of the parcels of real estate in said subdivision from time to time to make additions connections, thereto, to repair and maintain said systems, and that each and all of said systems shall be maintained as now or hereinafter laid out; and that the grantees herein, for themselves and for their respective heirs, successors and assigns, agree, and the sale of conveyance of the above described parcel of real estate is made subject to, the right of easement to have said sewers, water pipes and gas pipes and respective systems be and remain; any grantees or owners of any of the parcels of real estate in said subdivision shall have the right to go upon any other lot or parcel of real estate in said subdivision to make corrections with said systems or to repair the same, so as to keep the same serviceable and useful, and shall not be liable for any damage thereto not be a trespasser, but shall, in the event of disturbance thereof replace the same in the condition in which said premises were prior to the time of going upon said real estate. The maintenance of such systems and the making of such repairs and connection, the conveyance of the above described premises, and the covenants and agreements in this deed contained shall constitute a part of the consideration for this conveyance; that said provisions, covenants and conditions shall attach to and run with the land, and that it shall be lawful not only for the grantor, its successors or assigns, but also for the owner or owners of any

lot or lots in said Mark Subdivision, to institute or prosecute any proceedings at law or in equity against the person or persons, corporation or corporations, violating or threatening to violate said conditions, covenants, terms or agreements, or either of them; and that said provisions, covenants, terms and agreements, or their of them, may be proceeded upon against said grantees and their heirs or assigns for the specific execution thereof; and that any failure on the part of the grantor, its successor or assigns, or on the part of the owner or owners of any of said lot or lots to assert any right as herein provided, shall not be deemed a waiver thereof, but it or they at any time may assert such right.

#### **Roof, Painting & Insurance Agreement**

...WHEREAS, the said lots are now improved by one building, containing a total of two dwellings units, one on each side of said lots;

AND, WHEREAS the parties hereto do hereby agree for themselves, their successors and assigns, to carry Fire and Extended Coverage Insurance on each of the dwelling units in the amount of at least \$8,000, in a regular organized domestic stock insurance company.

AND, WHEREAS, the roofs covering said dwellings are Party Roofs, it is further agreed as follows:

1. That the party roof shall be maintained and kept in repair at the joint expense of the parties hereto, their successors and assigns, and in the event of damage to said roof caused by fire or other casualty, the proceeds of insurance policies applicable to such damage shall be used to repair said roof, unless the entire building is destroyed. It is further agreed that in the event said roof shall require maintenance or replacement, the parties hereto shall share equally in bills incurred in the maintenance, repair or replacement of said roof.

The parties hereto do further agree that they will abstain from painting the exterior trim on their respective properties any color other than that agreed upon, and in the event of a breach of this agreement, the offending parties shall be liable for the cost of repainting said exterior trim.

It is understood and agreed that the above agreements shall exist so long as the building referred to hereinabove shall on the land above referred to, and in the event any party hereto, his or her successors or assigns shall violate or threaten to violate said conditions, covenants, terms and agreements, that it shall be lawful for the parties hereto, their successors or assigns to institute or prosecute any proceeding at law or in equity against any such persons violating any such conditions, covenants, terms and agreements.

Any failure of the parties hereto, their successors or assigns to assert any right as herein provided shall not be deemed a waiver thereto, but it or they may assert such right.

In the event of a total destruction of the building

referred to in this agreement, the parties hereto agree that this agreement shall cease to be effective, and the proceeds of said insurance shall belong to the respective parties entitled thereto without obligation to use the funds for rebuilding.

#### **Party Wall Agreement**

...NOW, THEREFORE...

(1) The wall now dividing the building of said parties situated upon the parcels of land hereinabove described, shall become, be, remain a party wall and the common property of said parties, their respective heirs and assigns, so that either of them shall be at liberty to use said wall by inserting timbers or other materials up to but not beyond the vertical line drawn through the center and along the entire length of said wall, or otherwise to sue the wall in any manner that may not interfere with the equal use of the other half by the other owner.

(2) If it shall hereafter become necessary or desirable to repair or rebuild the whole or portion of said party wall, the expense of such repairing or rebuilding shall be borne equally by the parties hereto, their respective heirs or assigns, as to so much and such portion of said party wall as the parties hereto, their heirs and assigns shall or may at the time or rebuilding or repairing be used in common by the parties aforesaid; and that whenever said party will or such portion thereof shall be rebuilt, it shall be erected on the same spot and on the same line and be of the same size and of same or similar material and of like quality with the present wall.

(3) In case of damage or destruction of said wall, including the foundations, either party, their heirs and assigns shall have the right to go upon the premises of the other party to repair or rebuild the said wall, and the other party whenever said party desires to use the same, shall have the right to do so upon the payment of one-half of the expense of such repairing or rebuilding. It is further agreed that this agreement shall be perpetual and shall at all time be construed as a covenant running with the land, and that no part of the fee of the soil upon which the party wall above described stands shall pass or be vested in either party in any other manner than if this agreement had not been made.

It is further agreed, and each of the parties mutually covenant for their respective heirs, successors and assigns, to observe the above agreement, and that no owner is responsible except for his acts or default while the owner.

This agreement shall be binding upon the parties, their respective heirs, representatives, successors and assigns.

For further information on the Mark Subdivision covenants please contact Paul Myers and the Marktown Preservation Society at (219) 397-2239. If you wish to enforce any of the covenants we suggest you seek the advise of counsel.