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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 DEC -1 AM 10: 57
ORDINANCE NO. 97-15

MORRIS W. CARTER

SAM ORLICH
AUDITOR LAKE COUNTY

**AN ORDINANCE OF THE TOWN OF WINFIELD,
LAKE COUNTY, INDIANA,
APPROVING CERTAIN CHANGES TO THE
COUNTRY COMMONS PLANNED BUSINESS CENTER
AND VACATING CERTAIN PUBLIC EASEMENTS**

WHEREAS, there has been presented to the Town Council (the "Council") of the Town of Winfield, Lake County, Indiana (the "Town"), a proposed First Amendment To The Country Commons Planned Business Center Zoning Plan, To The Deed of Dedication Of Easements Appurtenant, To The Easement Dedication And Plat Of Survey, And To The Declaration Of Restrictions For Country Commons Planned Business Center, Lake County, Indiana, for approval by the Town in connection with the Country Commons Planned Business Center (the "Country Commons Plans Amendments"); and

WHEREAS, in connection with the approval and implementation of the Country Commons Plans Amendments, it is necessary and appropriate for the Council to vacate certain public easements affecting the Country Commons Planned Business Center; and

WHEREAS, Lake County Trust Company as Trustee of Trust No. 4800, Bank Calumet, Inc. (formerly known as Calumet National Corporation), Gary W. Bonnema, Gale H. Bonnema, and Alan J. Bonnema, as the sole and only fee simple owners of all of the property within the Country Commons Planned Business Center, as a part of the Country Commons Plans Amendments, have waived all rights to notice and public hearing with respect to such public easement vacation proceedings.

NOW, THEREFORE, IT IS HEREBY ORDAINED, as follows:

1. **APPROVAL OF COUNTRY COMMONS PLANS AMENDMENTS.** The Council hereby grants its consent and approval to the Country Commons Plans Amendments, a copy of which is attached hereto as Exhibit "A".

2. **PUBLIC EASEMENT VACATION.** The Council does hereby vacate and terminate the North 40 feet of the 50 foot public utility easement heretofore encumbering the North 40 feet of the South 100 feet of Parcels "A" and "B" of the Country Commons Planned Business Center Zoning Plan, recorded on the 16th day of August, 1996, as Document No. 96055244 (the "Zoning Plan"), whether created by the Zoning Plan, or by that certain Deed Of Dedication Of Easements Appurtenant recorded November 22, 1996, as Document No. 96077718, or by that certain Easement Dedication And Plat Of Survey recorded November 22, 1996, as Document No. 96077719, or by that certain Declaration Of Restrictions For Country Commons Planned Business Center recorded December 3, 1996, as Document No. 96079043, all in the Office of the Recorder of Lake County, Indiana.

3. **EXECUTION AUTHORITY.** The Clerk-Treasurer is hereby directed and authorized to execute and deliver a Town Approval Certification of this Ordinance, in the form as set forth on page 6 of the Country Commons Plans Amendments.

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4. **RECORDING REQUIREMENT AND EFFECTIVE DATE.** This Ordinance shall be effective on the date of its recording in the Office of the Recorder of Lake County, Indiana.

SO ADOPTED AND ORDAINED this 17th day of September, 1997.

WINFIELD TOWN COUNCIL

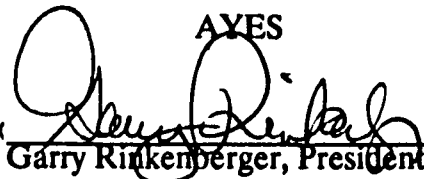
NAYS

Garry Rinckenberger, President

Rick Ferraro, Member

Gerald Mitsch, Member

AYES

x 

Garry Rinckenberger, President

x 

Rick Ferraro, Member

x 

Gerald Mitsch, Member

ATTEST:

By: 

Joyce Furto, Clerk-Treasurer

RETURN TO: GLENN R. PATTERSON, ESQ.
SINGLETON, CRIST, PATTERSON &
AUSTGEN
SUITE 200, 9245 CALUMET AVENUE
MUNSTER, INDIANA 46321

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**FIRST AMENDMENT TO THE
COUNTRY COMMONS PLANNED BUSINESS CENTER
ZONING PLAN, TO THE DEED OF DEDICATION
OF EASEMENTS APPURTENANT, TO THE EASEMENT
DEDICATION AND PLAT OF SURVEY, AND TO THE
DECLARATION OF RESTRICTIONS FOR
COUNTRY COMMONS PLANNED BUSINESS CENTER,
LAKE COUNTY, INDIANA**

This First Amendment is made this day by and among *LAKE COUNTY TRUST COMPANY AS TRUSTEE OF TRUST NO. 4800* (the "Developer"), *BANK CALUMET, INC. (formerly known as CALUMET NATIONAL CORPORATION)* ("Bank Calumet"), *GARY W. BONNEMA, GALE H. BONNEMA, and ALAN J. BONNEMA* (collectively, together with Bank Calumet, the "Property Owners").

WHEREAS, the Developer has caused the Country Commons Planned Business Center Zoning Plan to be recorded on August 16, 1996, as Document No. 96055244 (the "Zoning Plan"); and in addition thereto has caused a Deed of Dedication of Easements Appurtenant to be recorded on the 22nd day of November, 1996, as Document No. 96077718 (the "Easement Dedication"); and in addition thereto, has caused an Easement Dedication and Plat of Survey to be recorded on November 22, 1996, as Document No. 96077719 (the "Survey"); and in addition thereto, has caused the Declaration of Restrictions For Country Commons Planned Business Center, Lake County, Indiana, to be recorded on December 3, 1996, as Document No. 96079043, all in the Office of the Recorder of Lake County, Indiana (the "Restrictions"); and

WHEREAS, subsequent to the recording of the Zoning Plan, the Easement Dedication, the Survey, and the Restrictions, the Developer sold parcels of the land subject thereto to the Property Owners; and

WHEREAS, the Developer and the Property Owners desire to amend the Zoning Plan, the Easement Dedication, the Survey and the Restrictions, with the cooperation and approval of the Town of Winfield, Lake County, Indiana (the "Town").

NOW, THEREFORE, for and in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Developer and the Property Owners, the Developer and Bank Calumet, with the consent and approval of the Property Owners and the Town, do hereby amend the Zoning Plan, the Easement Dedication, the Survey and the Restrictions as follows:

1. **TERMINATION OF CERTAIN EASEMENTS.** The following easements, whether created by the Zoning Plan, the Easement Dedication, the Survey, or the Restrictions, are hereby terminated and released:

a. The North 40 feet of the 50 foot public utility easement heretofore encumbering the North 40 feet of the South 100 feet of Parcels "A" and "B" of the Zoning Plan.

b. The 50 foot common access/cross easements heretofore encumbering the North 50 feet of the South 100 feet of Parcels "A" and "B" of the Zoning Plan.

c. All on-site storm water retention easements heretofore encumbering the land described in the Zoning Plan.

Nothing herein shall be construed as a termination or release of the 50 foot building line restrictions on the Zoning Plan or as required by Article III - 5 of the Restrictions.

2. **IMPOSITION OF NO-ACCESS RESTRICTION.** Ingress and egress to and from 109th Avenue, over any portion of the south boundary lines of Parcels "A" and "B" of the Zoning Plan are hereby prohibited.

3. **GRANT OF DRAINAGE AND UTILITY EASEMENT.** Developer and Bank Calumet, to the extent of their fee simple ownership, respectively, do hereby grant a non-exclusive perpetual drainage and utility easement over, upon and through the south 10 feet of Parcels "A" and "B" of the Zoning Plan, for the benefit of, in each case, each current and future owner of any part or parcel of Parcels "A" and "B" of the Zoning Plan, and their successors in title. This easement shall have the same character and status, and be subject to the same general limitations and restrictions as those easements heretofore created by the Zoning Plan, the Easement Dedication, the Survey, and the Restrictions, including, but not limited to, those set forth in Article II and Article V - 2 of the Restrictions.

4. **GRANT OF COMMON ACCESS/CROSS EASEMENT.** Developer and Bank Calumet, to the extent of their fee simple ownership, respectively, do hereby grant a non-exclusive perpetual common access/cross easement over and upon the following described land:

A parcel of land in the Southeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, in Winfield Township, Lake County, Indiana, also being a part of Parcel "A" of the Country Commons Planned Business Center Zoning Plan, as per plat thereof, recorded in Plat Book 81, page 25, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said Section 5; thence North 90 degrees 00 minutes 00 seconds West 682.61 feet along the South line of said Southeast Quarter of Section 5 to the Southeast

corner of said Parcel "A"; thence North 00 degrees 00 minutes 00 seconds East 310.00 feet along the east line of said Parcel "A" to a point which is 20.00 feet South of the Northeast corner of Lot B1-23 (per Survey Record Book 4, page 39, in said Recorder's office), said point being the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, 156.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 24.00 feet; thence North 90 degrees 00 minutes 00 seconds East, 156.00 feet to said East line of Parcel "A"; thence South 00 degrees 00 minutes 00 seconds West, 24.00 feet along said East line to the point of beginning, containing 0.09 acres, more or less.

for the benefit of, in each case, each current and future owner of any part or parcel of Parcels "A" and "B" of the Zoning Plan, and their successors in title.

This easement shall have the same character and status, and be subject to the same general limitations and restrictions as those easements heretofore created by the Zoning Plan, the Easement Dedication, the Survey, and the Restrictions, including, but not limited to, those set forth in Article II and Article V - 2 of the Restrictions.

5. GRANT OF STORM WATER DRAINAGE AND RETENTION EASEMENT.
Developer does hereby grant a non-exclusive perpetual storm water drainage and retention easement over and upon the following described land:

Part of the Southeast Quarter of Section 5, Township 34 North, Range 7 West of the Second Principal Meridian, in Winfield Township, Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of said Section 5; thence North 90 degrees 00 minutes 00 seconds West, 1878.80 feet along the South line of said Southeast Quarter of Section 5 to the Southeast corner of the parcel described to Harold L. & Margaret K. Barnhart in Document No. 750654, in the Recorder's Office of Lake County, Indiana; thence North 00 degrees 00 minutes 00 seconds East, 130.00 feet along the East line of said Barnhart parcel, to the point of beginning; thence continuing along said East line North 00 degrees 00 minutes 00 seconds East, 55.00 feet to the Northeast corner thereof; thence North 90 degrees 00 minutes 00 seconds West, 136.49 feet along the North line of said Barnhart parcel to a point on the East line of the parcel described to Forty-third Avenue Presbyterian Church and Presbytery of Wabash Valley in Document No. 127752, in said Recorder's Office; thence North 00 degrees 00 minutes 00 seconds East, 115.00 feet along said East line; thence North 90 degrees 00 minutes 00 seconds East, 369.64 feet; thence South 00 degrees 00 minutes 00 seconds West, 55.00 feet to a point hereinafter referred to as Point "A"; thence continuing South 00 degrees 00 minutes 00 seconds West, 115.00 feet; thence North 90 degrees 00 minutes 00 seconds West, 233.15 feet to the point of beginning, together with a 20-foot wide strip of land, lying 10 feet each side of the following described center line: Beginning at the previously described Point "A"; thence North 90 degrees 00 minutes 00 seconds East, 159.65 feet to the Southwest corner of Lot POZ-1 in Country Meadow Estates 3rd Addition, Unit 1, recorded in Plat Book 82, page 25, in said Recorder's Office, said point being the point of termination of said center line, entire parcel containing 1.34 acres, more or less.

for the benefit of, in each case, each current and future owner of any part or parcel of Parcels "A" and "B" of the Zoning Plan, and the successors in title.

This easement shall have the same character and status, and be subject to the same general limitations and restrictions as those easements heretofore created by the Zoning Plan, the Easement Dedication, the Survey, and the Restrictions, including, but not limited to, those set forth in Article II and Article V - 2 of the Restrictions.

6. **EFFECT OF AMENDMENT.** This First Amendment amends all provisions of the Zoning Plan, the Easement Dedication, the Survey and the Restrictions which are inconsistent herewith. All other terms and provisions of the Zoning Plan, the Easement Dedication, the Survey, and the Restrictions shall remain in full force and effect hereafter, in the same manner and to the same extent as if this First Amendment did not exist.

7. **WAIVER OF CERTAIN RIGHTS BY PROPERTY OWNERS.** The Property Owners hereby waive and release, forevermore, any and all rights that they may have, at law or in equity, to any notice or public hearing that may be required for the Town's vacation of the North 40 feet of the 50 foot public utility easement heretofore encumbering the South 50 feet of Parcels "A" and "B" of the Zoning Plan.

8. **CONDITION PRECEDENT.** Notwithstanding the execution and delivery hereof by the Developer and the Property Owners, this First Amendment shall not be effective until it shall have been approved by the Town by proper resolution of its Town Council, the approval certificate set forth below has been executed by the Town, and this instrument then recorded in the Office of the Recorder of Lake County, Indiana.

9. **TRUSTEE CAPACITY.** It is expressly understood and agreed that this instrument is executed by Lake County Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that Lake County Trust Company, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this instrument contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on Lake County Trust Company, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. Lake County Trust Company, personally, is not a "Transferor" under the Act and makes no representation concerning any possible

environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, the Developer and the Property Owners have executed and delivered this First Amendment effective as of the 1st day of September, 1997.

DEVELOPER:

LAKE COUNTY TRUST COMPANY, not personally but as Trustee of Trust No.4800

By: Elaine M. Worstell

Printed Name: Elaine M. Worstell

Title: Trust Officer

ATTEST:

By: Tamara J. Evans

Printed Name: Tamara J. Evans

Title: Assistant Secretary

PROPERTY OWNERS:

Gary W. Bonnema
Gary W. Bonnema

Gary W. Bonnema

Alan J. Bonnema
Alan J. Bonnema

~~Alan J. Bonnema~~ Alan J. Bonnema

Gale H. Bonnema
Gale H. Bonnema

~~Alan J. Bonnema~~ Gale H. Bonnema

BANK CALUMET, INC.

By: Calvin E. Bellamy

Calvin E. Bellamy, President

TOWN APPROVAL CERTIFICATION

The undersigned, being the duly elected, qualified and acting Clerk of the Town of Winfield, Lake County, Indiana (the "Town"), does hereby certify that the Town Council of the Town approved the above and foregoing First Amendment To The Country Commons Planned Business Center Zoning Plan And To The Declaration Of Restrictions For Country Commons Planned Business Center, Lake County, Indiana, by the adoption of Ordinance No. 97-15, by a majority vote of a duly constituted quorum of a meeting of the Town Council on September 17, 1997, a copy of which is attached hereto and incorporated herein by reference as Exhibit "1".

**TOWN OF WINFIELD, LAKE COUNTY,
INDIANA**

By: Joyce Furto
Joyce Furto, Clerk/Treasurer

STATE OF INDIANA }
COUNTY OF LAKE } SS:

ACKNOWLEDGMENT

The undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that Elaine M. Worstell and Tamara J. Evans of the LAKE COUNTY TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as a free and voluntary act of the Lake County Trust Company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 3rd day of November, 1997.


Notary Public

Printed Name: Laura T. Kleven

My Commission Expires:
5-8-2000
County of Residence:
Lake

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared GARY W. BONNEMA, GALE H. BONNEMA and ALAN J. BONNEMA and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 4TH day of NOVEMBER, 1997.

Bonnie J. Sasseville
Notary Public

Printed Name: BONNIE J. SASSEVILLE

My Commission Expires:

7-9-99

County of Residence:

LAKE

STATE OF INDIANA)
) SS:
COUNTY OF LAKE

Before me, the undersigned Notary Public in and for said County and State, personally appeared CALVIN E. BELLAMY, the President of BANK CALUMET, INC. (formerly known as CALUMET NATIONAL CORPORATION), and acknowledged the execution of the foregoing instrument on behalf of said BANK CALUMET, INC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 19th day of October, 1997.

Annette M. Weiner

Annette M. Weiner, Notary Public

My Commission Expires:

January 22, 2000

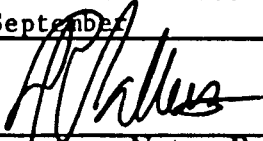
County of Residence:

Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE

Before me, the undersigned Notary Public in and for said County and State, personally appeared JOYCE FURTO, the Clerk/Treasurer of the TOWN OF WINFIELD, and acknowledged the execution of the foregoing instrument on behalf of said Town.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 17th day of September, 1997.



Notary Public

Printed Name: Glenn R. Patterson

My Commission Expires:

November 25, 2000

County of Residence:

Lake

This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson & Austgen, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

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