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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL B. BROWN  
RECORDER

RETURN TO:

JAMES L. WIESER  
WIESER & WYLLIE, LLP  
429 WEST LINCOLN HIGHWAY  
SCHERERVILLE, IN 46375



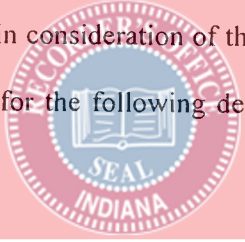
LAKE COUNTY PLAN COMMISSION

IN RE: )  
APPLICATION OF SINGLETON )  
STONE, LLC, LAKE COUNTY TRUST )  
COMPANY, AS TRUSTEE OF TRUST )  
NO. 5240, AND VAN KALKER )  
FAMILY LIMITED PARTNERSHIP )  
)  
APPLICATION FOR CHANGE OF )  
ZONE FROM A-1 (AGRICULTURAL) )  
TO CDD (CONDITIONAL )  
DEVELOPMENT DISTRICT) )

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the Lake County Recorder!

SINGLETON STONE, LLC, LAKE COUNTY TRUST COMPANY, AS TRUSTEE  
UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 15, 2001 AND  
KNOWN AS TRUST NO. 5240, and VAN KALKER FAMILY LIMITED PARTNERSHIP  
(hereinafter referred to collectively as "Developers") pursuant to the provisions of I.C. 36-7-4-615, the  
Rules and Regulations of the Lake County Plan Commission and Ordinances of the County of Lake,  
make the following Zoning Commitments in consideration of the zoning of certain tracts of real estate in  
the Unincorporated Area of Lake County for the following described real estate: (see attached Exhibit  
"A").



29.00  
3542

Handwritten initials or mark.

A. **Commitment Pertaining to Road Improvements and Related Conditions.**

1. Clay Street shall be improved to add a deceleration right turn lane on the west side as depicted on the Excavation Plan.

2. Truck traffic related to the operation of the quarry shall be prohibited south of the main quarry entry drive, and, specifically, no such truck traffic shall be permitted to exit south of the main quarry entry drive onto Clay Street.

3. Clay Street shall be improved from the main quarry entry drive north to State Road 2, pursuant to, and consistent with, the standards and specifications of the Lake County Highway Department.

4. The Clay Street and State Road 2 intersection shall be improved consistent with the recommendations of the Project Traffic Study, to add specific turn lanes, all of which is subject to the INDOT permitting process.

5. The main quarry entry drive shall be constructed and developed as an asphalt drive beginning at Clay Street and extending west on the subject property for approximately twelve hundred (1200) lineal feet and will be constructed simultaneously with the initial phase of the development.

6. The Developers shall be obligated to continually monitor Clay Street for the presence of limestone dust and quarry sediment. It shall be the obligation of the Developers to remove, within a reasonable period of time, excessive mud, limestone dust and sediment from Clay Street.

7. The foregoing improvements shall be constructed commencing with the initial opening of the quarry.

8. All costs associated and connected with the design, construction, development and implementation of the foregoing improvements shall be the sole responsibility of Singleton Stone, LLC, its successors and/or assigns.

9. Singleton Stone, LLC, its successors and/or assigns, shall post a performance bond equal to the cost of the improvements heretofore described in an amount determined and approved by the Lake County Highway Department and INDOT, if required. Said performance bond shall remain in effect, and thereafter be released pursuant to the Ordinances of Lake County.

**B. Commitments Regarding Drainage.**

10. The Developers shall investigate and identify existing storm water drainage tiles and implement measures to protect said tiles from damage. In the event that the Developers cause damage to any of the identified drainage tiles, the same shall be replaced at the sole expense of the Developers.

11. No construction at the site will be commenced prior to the receipt of required stormwater drainage related permits from the appropriate governmental entities, including, if and when required, the Lake County Drainage Board, Indiana Department of Natural Resources and the Indiana Department of Environmental Management.

**C. Commitments Regarding Groundwater Protection.**

12. The Developers shall install a well water monitoring system at the perimeter of the quarry parcel abutting adjacent properties designed to monitor the impact, if any, on said properties with domestic well water supply systems.

13. If an adjacent domestic well is adversely impacted by the operation of the quarry, to the extent that the well is no longer useful, then, and in that event, the Developers will take appropriate remedial actions, including replacing the well with a new well at its sole expense, to provide adequate domestic water supply in compliance with the ordinances of Lake County and the Rules and Regulations of the Lake County Health Department.

**D. Commitments Regarding Miscellaneous Control Conditions.**

14. The Developer will perform and document an "existing conditions survey" to assess the structural conditions of all structures on properties adjacent to the quarry site.

15. The Developer will provide vibration monitoring control during blasting operations.

16. Should the Developer determine, and the Lake County Building Department confirm, that any adjacent structure has suffered a detrimental impact due to the operations of the quarry, then the Developer will engage in appropriate remedial action, at its sole expense, pursuant to the requirements of the Lake County Building Department.

17. The Developer will comply with all applicable guidelines and regulations set forth by the Federal United States Bureau of Mines (MSHA).

18. Any blasting activities and use of explosive devices for that purpose shall take place during the operational hours of 7:00 a.m. to 6:00 p.m.

19. Normal hours of operation will be Monday through Saturday from one hour prior to daylight to one hour after daylight, subject to adjustments for market demands.

20. Appropriate dust control measures will be implemented, which shall include, at a minimum, a watering system.

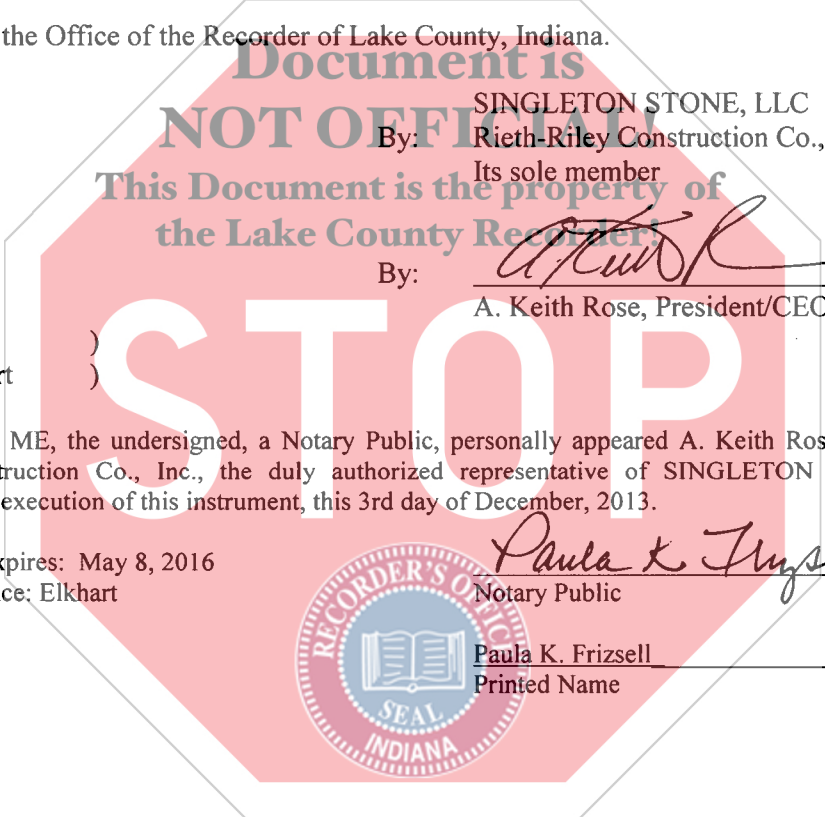
21. A landscaped berm with an average height of twenty-five (25) feet will be constructed along Clay Street consistent with the designs detailed on the Excavation Plan.

**E. Commitments Regarding Land Donation.**

22. Upon completion of all mining activities, a portion of the property shall be made available for donation to the County of Lake (completion of mining activities includes exhaustion of all aggregate reserves, removal of all equipment and final site restoration). The area to be donated will

include the entire area of the resultant lake and a majority of the surrounding lake frontage (the east, west & south sides of the lake). The property owner will retain the remaining acreage on the north side of the lake including lake frontage along the entire north side of the lake. At the completion of mining activities a legal description of the property to be donated will be generated and submitted to Lake County. Lake County will then have full discretion as whether to accept or reject the donation. This Commitment shall be binding upon the heirs, successors, and assigns of the Development.

**IN WITNESS WHEREOF**, the said SINGLETON STONE, LLC, LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 15, 2001 AND KNOWN AS TRUST NO. 5240 and VAN KALKER FAMILY LIMITED PARTNERSHIP, has caused this Zoning Commitment to be executed by their duly authorized representatives, who each have full authorization to execute and deliver this Zoning Commitment to the County of Lake for ultimate recordation with the Office of the Recorder of Lake County, Indiana.



By: SINGLETON STONE, LLC  
Rieth-Riley Construction Co., Inc.  
Its sole member

By: *A. Keith Rose*  
A. Keith Rose, President/CEO

State of Indiana )  
County of Elkhart )

BEFORE ME, the undersigned, a Notary Public, personally appeared A. Keith Rose, President/CEO of Rieth-Riley Construction Co., Inc., the duly authorized representative of SINGLETON STONE, LLC, and acknowledged the execution of this instrument, this 3rd day of December, 2013.

My commission expires: May 8, 2016  
County of Residence: Elkhart



*Paula K. Frizzell*  
Notary Public

Paula K. Frizzell  
Printed Name

LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 15, 2001 AND KNOWN AS TRUST NO. 5240

SEE ATTACHED TRUSTEE SIGNATURE PAGE

VAN KALKER FAMILY LIMITED PARTNERSHIP by Van Kalker Enterprises, Inc., its sole General Partner

By: John E. Van Kalker  
John E. Van Kalker, President

State of Indiana )  
County of Lake )

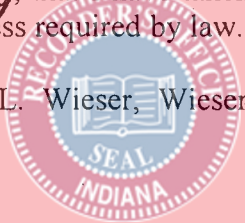
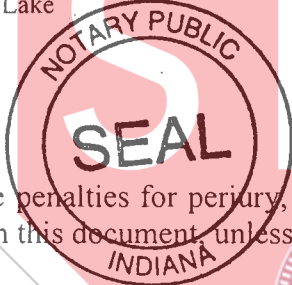
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BEFORE ME, the undersigned, a Notary Public, personally appeared John E. Van Kalker, the President of Van Kalker Enterprises, Inc., acting in its capacity as the sole General Partner of VAN KALKER FAMILY LIMITED PARTNERSHIP, and acknowledged the execution of this instrument, this 27<sup>th</sup> day of NOVEMBER, 2013.

My commission expires: 11-25-2016  
County of Residence: Lake

[Signature]  
Notary Public

SCOTT R. PATTERSON  
Printed Name



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. James L. Wieser

This Instrument prepared by James L. Wieser, Wieser & Wyllie, LLP, 429 West Lincoln Highway, Schererville, IN 46375

TRUSTEE SIGNATURE PAGE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated March 15, 2001 and known as Trust No. 5240

By:

*Donna LaMere*  
Donna LaMere, Trust Officer

State of Indiana )

County of Lake )

) SS:

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Donna LaMere, Trust Officer of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 2ND day of DECEMBER, 2013.

My commission expires: 02-17-2019  
County of Residence: LAKE

*Stacie L. James*  
Notary Public

STACIE L. JAMES  
Printed Name



**EXHIBIT "A"**

**REAL ESTATE LEGAL DESCRIPTION**

PARCEL 1: That part of Section 36, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, lying North of the centerline of Singleton Ditch, more particularly described as follows:

Beginning at the Northeast corner of said Section 36; thence South 00 degrees 15 minutes 56 seconds East, along the East line of said Section 36, a distance of 2001.84 feet, more or less, to the center of Singleton Ditch; thence along the center of said Ditch South 64 degrees 02 minutes 11 seconds West, 2889.32 feet; thence continue along said center of Ditch South 67 degrees 12 minutes 00 seconds West, 2890.00 feet, more or less, to the West line of said Section 36; thence North 00 degrees 19 minutes 04 seconds West, along said West line, 4462.40 feet, more or less, to the Northwest corner of said Section 36; thence South 89 degrees 10 minutes 43 seconds East, along the North line of said Section 36, a distance of 5277.90 feet, more or less, to the point of beginning, excepting therefrom the following 3 Parcels A, B, and C:

PARCEL A: Part of the Northeast 1/4 of Section 36, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian described as follows: Commencing at the Northeast corner thereof, thence South 00 degrees 15 minutes 56 seconds East along the East line thereof 1423.73 feet to the point of beginning; Thence South 89 degrees 44 minutes 04 seconds West 300 feet; thence South 00 degrees 15 minutes 56 seconds East 165 feet; thence North 89 degrees 44 minutes 04 seconds East 120 feet; thence South 00 degrees 15 minutes 56 seconds East 42.54 feet; thence South 89 degrees 29 minutes 01 seconds East along the center of a blacktop drive 180.2 feet to the East line of said Northeast 1/4; thence North 00 degrees 15 minutes 56 seconds West along said East line 210 feet to the point of beginning (subject to an ingress/egress easement over the South 15 feet of the East 180.02 feet).

PARCEL B: Part of the Northeast 1/4 of Section 36, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian described as follows: Commencing at the Northeast corner thereof, thence South 00 degrees 15 minutes 56 seconds East along the East line thereof 1633.73 feet; thence North 89 degrees 29 minutes 01 seconds West along the center of a blacktop drive 180.02 feet to the point of beginning; thence North 00 degrees 15 minutes 56 seconds West 42.54 feet; thence South 89 degrees 44 minutes 04 seconds West 120 feet; thence South 00 degrees 15 minutes 56 seconds East 188.00 feet; thence South 89 degrees 44 minutes 04 seconds East 120.00 feet; thence North 00 degrees 15 minutes 56 seconds West 145.46 feet to the point of beginning (together with an ingress/egress easement 30.00 feet wide 15 feet either side of 180.02 feet line leading to the point of beginning).



PARCEL C: Part of the Northeast 1/4 of Section 36, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian described as follows: Commencing at the Northeast corner thereof, thence South 00 degrees 15 minutes 56 seconds East along the East line thereof 1633.73 feet to the point of beginning; thence North 89 degrees 29 minutes 01 seconds West along the center of a blacktop drive 180.02 feet; thence South 00 degrees 15 minutes 56 seconds East 242.46 feet; thence North 89 degrees 44 minutes 04 seconds East 180.00 feet to the East line of said Northeast 1/4; thence North 00 degrees 15 minutes 56 seconds West 240 feet to the point of beginning (subject to an ingress/egress easement over the South 15 feet of the East 180.02 feet).

AND

PARCEL 2: Part of the Southeast 1/4 of Section 35, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, in Lake County, Indiana, lying East of the right-of-way of Interstate Highway 65 (I-65) and North of the Centerline of the Singleton Ditch, more particularly described as follows: Beginning at the Northeast corner of the Southeast 1/4 of said Section 35; thence South 00 degrees 19 minutes 04 seconds East, along the East line of said Section 35, a distance of 1825.56 feet to the centerline of said Singleton Ditch; thence South 67 degrees 13 minutes 33 seconds West, along the centerline of said Ditch, 50.44 feet, more or less, to the easterly right of way of Interstate Highway 65; thence along said Easterly right of way line the following 5 courses; North 04 degrees 18 minutes 29 seconds East, 132.90 feet; thence North 30 degrees 36 minutes 31 seconds West, 110.80 feet; thence North 08 degrees 35 minutes 31 seconds West, 303.10 feet; thence Northwesterly 1,199.9 feet along an arc to the left and having a radius of 11,574.2 feet and subtended by a long chord having a bearing of North 11 degrees 22 minutes 31 seconds West, a length of 1199.40 feet; thence North 14 degrees 20 minutes 31 seconds West, 156.00 feet, more or less, to the North line of the Southeast 1/4 of said Section 35; thence South 88 degrees 38 minutes 56 seconds East, along said North line, 403.42 feet, more or less, to the point of beginning.

AND

PARCEL 3: The North Half of the Southeast Quarter; the Northeast Quarter of the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Northeast Quarter of the Southwest Quarter, all in Section 25, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 25; thence North 89° 48' 32" West along the North line of said Southeast Quarter a distance of 2658.99 feet to the Northwest corner of said Southeast Quarter; thence continue North 89° 48' 32" West along the North line of the Southwest Quarter of said Section 25 a distance of 664.73 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 25; thence South 01° 05' 07" East a distance of 1325.73 feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section 25; thence South 89° 43' 54" East along the South line of said Northeast Quarter of the Southwest Quarter a distance of 662.14 feet to the Southwest corner of the North Half of the Southeast Quarter of said Section 25; thence continue

South 89° 43' 54" East along the South line of said North Half a distance of 2648.59 feet to the East line of the Southeast Quarter of said Section 25; thence North 00° 31' 17" West along said East line a distance of 1329.97 feet to the Point Of Beginning, containing 101.10 acres more or less.

AND

PARCEL 4: All that part of the East Half of the Southeast Quarter of the Southwest Quarter of Section 25, Township 33 (North), Range 8 (West of the Second Principal Meridian,) lying easterly of the centerline of the ditch now extending northerly and southerly through said quarter quarter section at approximately the center line thereof, in Lake County, Indiana consisting of 20 acres, more or less.

AND

PARCEL 5: The South Half of the Southeast Quarter of Section 25, Township 33 (North), Range 8 (West) of the Second Principal Meridian, in Lake County, Indiana, containing 80 acres, more or less.

