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2015 071785

STATE OF INDIANA
FILED 100150000
2015 OCT 22 AM 11:29
MICHAEL B. BROWN
RECORDER

ZONING COMMITMENT

THIS ZONING COMMITMENT ("Commitment") is made and entered into this 14 day of OCTOBER, 2015, by Ronald and Joanne Lewis (hereinafter "Petitioners"), as a condition of a Variance of Use Approval made and/or issued by the Town of Schererville, Lake County, Indiana, a Municipal Corporation, duly organized and existing under the laws of the State of Indiana, by and through its duly elected legislative body, the Town Council (hereinafter "Town" and "Town Council")(collectively "Parties"), and any jurisdictional bodies of the Town.

RECITALS

WHEREAS, Petitioners are the record owners of certain real property located within the Town, and specifically at 1620-3 Cline Avenue, Schererville, IN 46375 (hereinafter "Property"); and

WHEREAS, pursuant to the rules and regulations of the Town Zoning Code, Petitioners filed their Application for a Variance of Use from the Town, and specifically, the Town Board of Zoning Appeals, on or around March 12, 2015; and

WHEREAS, on or around March 23, 2015, the Town Board of Zoning Appeals held a Public Hearing on Petitioners' Application for a Variance of Use to allow Exercise Arena/Pasture and Accessory Agricultural Structure to House Three (3) Family-Owned Horses, as required by Town Ordinance No. 1797, Title V, Section 2 of the Town Zoning Code; and

WHEREAS, upon conclusion of the March 23, 2015, Board of Zoning Appeals Hearing, by an affirmative majority vote, the Board certified its Favorable Recommendation to the Town Council, with Findings of Fact, for approval of the Variance of Use Application; and

WHEREAS, thereafter, the Town Council considered the Favorable Recommendation certified by the Board of Zoning Appeals on the Petitioners' Application of Variance of Use at its regular monthly Public Meeting on April 8th, 2015, and that at the conclusion of its consideration therein, by a Unanimous vote In Favor and None Opposed, approved the Application of Petitioner for Variance of Use with Conditions; and

WHEREAS, the Parties hereto concur and agree that entry into a Zoning Commitment under applicable provisions of Indiana law, and specifically I.C. §36-7-4-1015, as amended from time to time, to identify and specify conditions upon which approval of the Petitioners' Application for Variance of Use has been made is necessary and appropriate; and



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WHEREAS, the Parties hereto, and each of them, agree that entry into this Commitment is appropriate, advisable, and consistent with the actions of approval of the Town Council, and is also consistent with appropriate provisions of applicable Indiana law.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE FOLLOWING COMMITMENTS ARE MADE BY PETITIONERS, CONSISTENT WITH THE APPROVAL ACTIONS OF THE TOWN COUNCIL, NAMELY:

COVENANTS

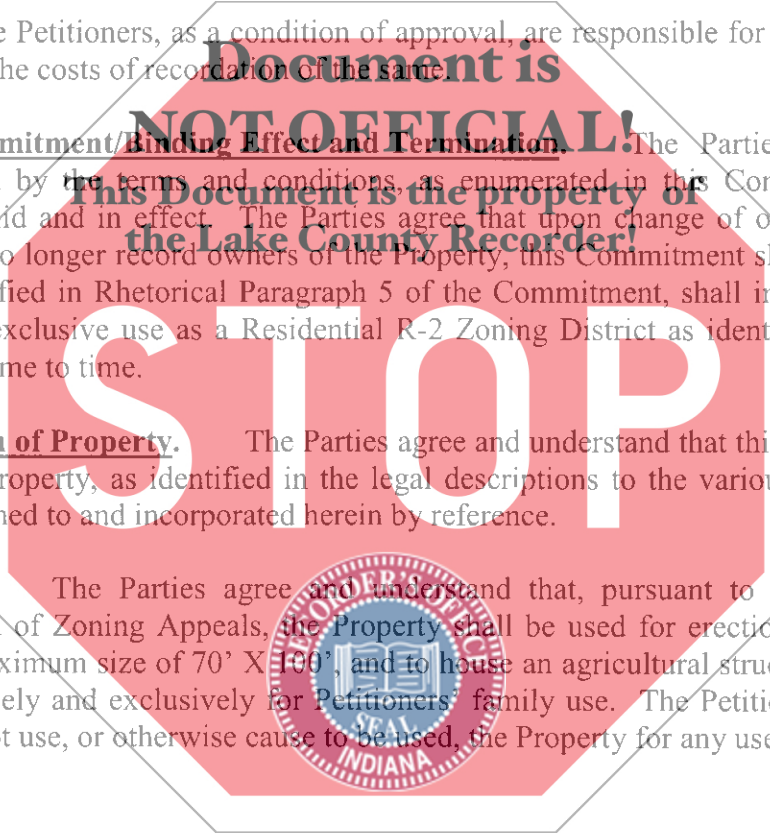
1. **Recitals Incorporated.** The Parties agree that the Recitals, set forth hereinabove, are an inherent part of this Commitment, and are incorporated herein. Further, the Recitals shall be used to interpret this Commitment.

2. **Costs.** The Petitioners, as a condition of approval, are responsible for the costs of preparing this Commitment along with the costs of recordation of the same.

3. **Duration of Commitment/Binding Effect and Termination.** The Parties agree and understand that they shall be bound by the terms and conditions, as enumerated in this Commitment, as long as the Commitment remains valid and in effect. The Parties agree that upon change of ownership of the Property, whereby Petitioners are no longer record owners of the Property, this Commitment shall terminate, and the use of the Property, as identified in Rhetorical Paragraph 5 of the Commitment, shall immediately cease, and the Property shall return to exclusive use as a Residential R-2 Zoning District as identified in the Town Zoning Code, as amended from time to time.

4. **Legal Description of Property.** The Parties agree and understand that this Commitment shall apply only to portions of the Property, as identified in the legal descriptions to the various parcels, as set forth on Exhibit A, which is attached to and incorporated herein by reference.

5. **Use of Property.** The Parties agree and understand that, pursuant to the Findings of Fact, as enumerated by the Board of Zoning Appeals, the Property shall be used for erection of a fenced pasture, an exercise arena, with a maximum size of 70' X 100', and to house an agricultural structure for Petitioners' three (3) horses, to be used solely and exclusively for Petitioners' family use. The Petitioners expressly agree and warrant that they shall not use, or otherwise cause to be used, the Property for any use, not expressly authorized



by the Town and/or the Town Board of Zoning Appeals, or otherwise described in Petitioners' Application for Variance, which has been identified hereinabove.

6. Governing Law and Invalidity. This Commitment shall be governed and enforced under the Laws of the State of Indiana, and it is agreed that Indiana Courts sitting in Lake County, Indiana, shall have exclusive jurisdiction of any dispute under this Agreement.

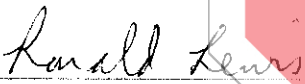
7. Public Action/Corporate Authority. It is expressly acknowledged by the Parties that this Commitment is entered into by the Town, after action at a Public Meeting of the Town Council of the Town on the 14 day of OCTOBER, 2015, by a vote of 5 In Favor and 0 Against, and whereby, the President of the Town Council and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Commitment.

8. Enforcement and Attorney Fees. The Parties agree that in such an event that the Town enforces any of the terms, provisions, or conditions of this Commitment, or is required to pursue injunctive or equitable relief as a result of the breach of said Commitment, Petitioners agree that they shall be responsible for the costs and reasonable attorney fees incurred by the Town in enforcing the terms and conditions of this Commitment or pursuing other legal relief.

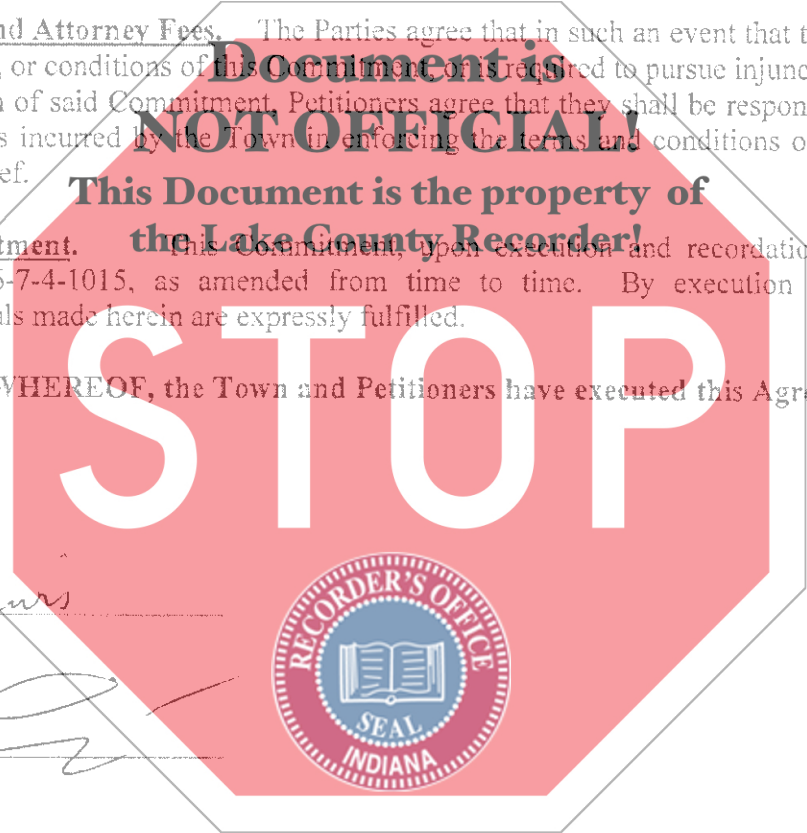
9. Zoning Commitment. This Commitment, upon execution and recordation, complies with the provisions of I.C. §36-7-4-1015, as amended from time to time. By execution and delivery of this Commitment, the Recitals made herein are expressly fulfilled.

IN WITNESS WHEREOF, the Town and Petitioners have executed this Agreement as of the date first written above.

PETITIONERS


Ronald Lewis


Joanne Lewis



TOWN

TOWN OF SCHERERVILLE
LAKE COUNTY, INDIANA
a Municipal Corporation.

By: Michael A. Troxell
Name: Michael A. Troxell
Title: Town Council President

Attest: Janice M. Malinowski
Janice M. Malinowski, IAMC, MMIC
Title: Town Clerk-Treasurer



PETITIONERS

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of October, 2015, personally appeared Ronald Lewis and Joanne Lewis, and acknowledged the execution of the foregoing ZONING COMMITMENT, as a voluntary act and deed for the uses and purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires:
May 25, 2016

Janice M. Malinowski
Notary public
Resident of Lake County, IN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, on this 14 day of October, 2015, personally appeared **Michael A. Troxell**, as duly authorized representative of the TOWN OF SCHERERVILLE, Lake County, Indiana, a Municipal Corporation, as Town Council President, and Janice M. Malinowski, as duly authorized Town Clerk-Treasurer and acknowledged the execution of the foregoing ZONING COMMITMENT, as a voluntary act and deed for the uses and purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Official Seal.

My Commission Expires: June 5, 2021
OFFICIAL SEAL
DIANE HORAR - NOTARY PUBLIC
STATE OF INDIANA - LAKE CO.
MY COMM. EXP. JUNE 5, 2021
Notary public
Resident of Lake County, IN

I affirm, under the penalties of perjury, that I have taken reasonable care to record this Security Number in this document, unless required by law, and this document was prepared by David A. Austgen, AUSTGEN KUIJPER JASAITIS P.C., 130 N. Main Street, Crown Point, IN 46307.

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PARCEL #45-11-10-427-006.000-036

THE WEST 330 FEET OF THE EAST 990 FEET OF THE NORTH 115.50 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P.M. IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

PARCEL 2: TOGETHER WITH AND SUBJECT TO, AN EASEMENT FOR INGRESS AND EGRESS CREATED UNDER AGREEMENT FOR EASMENT DATED SEPTEMBER 10, 1987 AND RECORDED SEPTEMBER 10, 1987 AS DOCUMENT NO. 938904, MARK BY AND BETWEEN CLIFFORD J. POSTEMA AND WANDA J. POSTEMA AND PAMELA K. SCHALK AND BEVERLY J. POSTEMA, OVER THE FOLLOWING DESCRIBED REAL ESTATE: THE NORTH 12 FEET OF THE SOUTH HALF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH RANGE 2 WEST OF THE SECOND P.M., IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

PARCEL #45-11-10-427-007.000-036

SOUTH 96 FEET OF NORTH 211 FEET OF WEST 330 FEET OF EAST 990 FEET OF SOUTH 1/2 OF NORTHEAST 1/4 SOUTHEAST 1/4 SOUTH 10 TOWNSHIP 35 RANGE 9 0.73AC.

PARCEL #45-11-10-427-008.000-036

EAST 536.25 FEET OF THE WEST 866.25 FEET OF THE SOUTH 96 FEET OF THE NORTH 307.5 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10 TOWNSHIP 35 RANGE 9 IN LAKE COUNTY INDIANA

PARCEL #45-11-10-427-002.000-036

SOUTH 96 FEET OF THE NORTH 211.5 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 10 TOWNSHIP 35 RANGE 9

PARCEL #45-11-10-427-003.000-036

WEST 330 FEET OF SOUTH 96 FEET OF NORTH 307.5 FEET OF SOUTH 1/2 OF NORTHEAST 1/4 SOUTHEAST 1/4 SOUTH 10 TOWNSHIP 35 RANGE 9 .728AC

PARCEL #45-11-10-428-003.000-036

THE EAST 166.86 FEET OF THE WEST 500.60 FEET OF THE SOUTH 199.48 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH RANGE 9 WEST OF THE SECOND PRINCIPLE MERIDIAN ALL IN LAKE COUNTY, INDIANA TOGETHER WITH AND SUBJECT TO A NON EXCLUSIVE EASEMENT APPAR TENANT FOR INGRESS EGRESS OVER THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE EAST 166.86 FEET OF THE WEST 500.60 FEET OF THE SOUTH 199.48 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10 TOWNSHIP 35 NORTH RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN ALL IN LAKE COUNTY INDIANA



PARCEL #45-11-10-423-002.000-036

EAST 166.86 FEET OF WEST 333.74 FEET OF SOUTH 199.93 FEET OF S2S2 NORTHEAST
SOUTHEAST SECTION 10 TOWNSHIP 35 RANGE 9 .759AC

PARCEL #45-11-10-427-004.000-036

THE SOUTH 22.5 FEET OF THE NORTH 630 FEET, EXCEPT THE EAST 660 FEET THEREOF, OF
THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 10, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPLE MERIDIAN,
IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA

PARCEL #45-11-10-427-005.000-036

NORTH 130.50 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER SECTION 10 TOWNSHIP 35 RANGE 9 1.978AC

