

Table of Contents

Budget Form 4 - Ordinance No 1518	3
Vacation Ordinance - Draft (1)	5
Yukon Public Way Vacation Documents	8
Yukon- 09252025	17
Yukon- CTC_7876150_Affidavit	23
Claims	25
Tag Day-Rick Larsen Wrestling Club	26
Ordinance No. 1517-Rago	29
Beacon Pointe Unit 8 LOC	32
CBBEL Letter for Beacon Pointe Unit 8	39
LOC for Rose Garden	44
Ordinance No.1473 Pinecrest Marina PUD	45
P25 User Agreement_Interoperable_Cedar Lake FD (1)	84

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 10/3/2025 10:53:35 AM

Ordinance / Resolution Number: 1518

Be it ordained/resolved by the **Town of Cedar Lake Town Council** that for the expenses of **CEDAR LAKE CIVIL TOWN** for the year ending December 31, **2026** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **CEDAR LAKE CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Town of Cedar Lake Town Council**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Town of Cedar Lake Town Council	Town Council	10/21/2025

Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0101	GENERAL	\$8,972,100	\$5,753,289	0.6249
0180	DEBT SERVICE	\$2,151,500	\$2,151,000	0.2336
0182	BOND #2	\$325,056	\$325,056	0.0353
0283	LEASE RENTAL PAYMENT	\$1,267,500	\$1,849,105	0.2008
0342	POLICE PENSION	\$200,000	\$0	0.0000
0706	LOCAL ROAD & STREET	\$390,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$936,800	\$206,118	0.0224
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$25,000	\$0	0.0000
2391	CUMULATIVE CAPITAL DEVELOPMENT	\$550,900	\$575,441	0.0500
2430	REDEVELOPMENT - GENERAL	\$85,900	\$63,590	0.0069
2482	REDEVELOPMENT BOND	\$250,400	\$130,532	0.0142
		\$15,155,156	\$11,054,131	1.1881

Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	Lake County Solid Waste	\$96,900
9501	Casino Gaming	\$52,500
9502	Park Non-Reverting Operating	\$19,500
9503	Law Enforcement Continuing Education	\$29,500
9504	CEDIT	\$440,000
9506	LOIT Public Safety	\$375,000
		\$1,013,400

ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form (7-15)
Approved by the State Board of Accounts, 2015
Prescribed by the Department of Local Government Finance

Budget Form No. 4
Generated 10/3/2025 10:53:35 AM

Name		Signature
Robert Carnahan	Aye ☐ Nay ☐ Abstain ☐	
Julie Rivera	Aye ☐ Nay ☐ Abstain ☐	
Nicholas Recupito	Aye ☐ Nay ☐ Abstain ☐	
Chuck Becker	Aye ☐ Nay ☐ Abstain ☐	
Greg Parker	Aye ☐ Nay ☐ Abstain ☐	
Mary Joan Dickson	Aye ☐ Nay ☐ Abstain ☐	
Richard Thiel	Aye ☐ Nay ☐ Abstain ☐	

ATTEST

Name	Title	Signature
Jennifer N. Sandberg	Clerk-Treasurer	

MAYOR ACTION (For City use only)

Name		Signature	Date
	Approve ☐ Veto ☐		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1

Yes ☐ No ☒

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31

Yes ☐ No ☒

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1519

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the 17th day of September, 2025, the Owner of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of platted public way and foot path legally described in Exhibit "A", attached hereto; and

WHEREAS, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of LC. §36-7-3-12, as amended from time to time; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way and foot path as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way and foot path, and has determined that the areas sought by Owner to be vacated are not necessary to the growth of the area in which the requested vacations are located, or to which they are contiguous; further, that the vacations of the platted public way and foot path sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way and foot path so described is a platted public way and foot path in a residentially zoned subdivision which is not anticipated as needed for such purpose in the future given recent improvements and enhanced access provided elsewhere in the Meyer Manor subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA:

SECTION ONE: That the described portions of the platted public way and foot path identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to all conditions of approval required by the Town Council herein, as specified and required to be included herein.

SECTION TWO: That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

SECTION FOUR: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and recordation in the Office of the Recorder of Lake County, Indiana, in conformance with applicable law; further, that no signatures shall be made hereto until the Town Council conditions for adoption are fulfilled and verified as such.

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS ____ DAY OF OCTOBER, 2025.

**TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, TOWN COUNCIL**

Nick Recupito , President

Greg Park er, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Mary Joan Dickson, Member

Richard C. Thiel Jr, Member

Chuck Becker, Member

ATTEST:

JENNIFER N. SANDBERG, IAMCA, CMC, CPFIM
Clerk-Treasurer

EXHIBIT A

Public Right of Way

A TRIANGULAR PARCEL OF LAND BEING ALL OF THE PLATTED NORTH-SOUTH 10 FOOT WIDE PUBLIC RIGHT OF WAY LYING NORTH OF THE WEST EXTENSION OF THE SOUTH LINE OF THE NORTH 12.5 FEET OF LOT 2 IN BLOCK 2 IN MEYER MANOR FOURTH, A SAMUEL C. BARTLETT SUBDIVISION TO CEDAR LAKE, LAKE COUNTY IN DIANA AS SHOWN IN PLAT BOOK 20, PAGE 54 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PORTION PREVIOUSLY VACATED BY ORDINANCE NO. 455 AND RECORDED AS DOCUMENT NUMBER 2004-017795 ON MARCH 2, 2004 IN THE RECORDER'S OFFICE OF SAID COUNTY.

2.7 Foot Wide Foot Path

ALL OF THE PLATTED 2.70 FOOT PATH LYING SOUTH OF LOT 1 AND NORTH OF LOT 2, ALL IN BLOCK 2 IN MEYER MANOR FOURTH, A SAMUEL C. BARTLETT SUBDIVISION TO CEDAR LAKE, LAKE COUNTY INDIANA AS SHOWN IN PLAT BOOK 20, PAGE 54 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

Town of Cedar Lake

Public Way Vacation Application Procedures

Public Way Vacation petitions shall be filed in accordance with Indiana Code 36-7-3-12, namely:
"36-7-3-12 Vacation of public way or place; petition; notice; hearing; adoption or ordinance; appeals

Sec. 12. (a) Persons who:

- (1) own or are interested in any lots or parts of lots; and
 - (2) want to vacate all or part of a public way or public place in or contiguous to those lots or parts of lots;
- may file a petition for vacation with the legislative body of:
(A) a municipality, ..."

The Department of Building, Planning & Zoning will assist petitioner with publication and notification requirements for public hearing. For any government owned land use applications or petitions for vacation of public ways or easements, a sign shall be posted on the real property which is the subject of the Public Hearing (10) days, or more, before the date fixed for the Public Hearing. The sign shall be minimally two feet by two feet (2'x2'), and placed in a location visible from a public road. Further, the sign shall minimally state "Public Hearing Notice", with the date and time of the Public Hearing, and the body conducting the Public Hearing identified thereon. Further, the name and contact information of the party or entity seeking an approval shall be displayed on such sign. This sign notice requirement is in addition to the Public Hearing Notice requirements otherwise required by Town ordinances and applicable state law, as amended from time to time.

Only complete applications, along with a \$200.00 filing fee, will be accepted. The petitioner is responsible for all costs associated with the requirements of the public hearing and all legal fees associated with the preparation and execution of any required ordinance.

By signing below you acknowledge that you will be responsible for any additional costs associated with this Variance Application and procedure, i.e. certified mailings and publication(s). If you have any questions concerning this application or filing thereof, please don't hesitate to contact:

Town of Cedar Lake
Department of Building, Planning & Zoning
7408 Constitution Avenue
P. O. Box 707
Cedar Lake, IN 46303
219-374-7400 Phone
219-374-8588 Fax

Owner

Petitioner

Petitioner

Town of Cedar Lake

Public Way Vacation Application

1. List the street name and block or general vicinity of the public way vacation request.

13043 Polk Street

2. List all property tax key numbers relating to address or general vicinity of public way listed in item 1. Also, attach to this application a plat of survey and a full legal description of public way involved in this request. The legal description shall be prepared by a certified engineer or land surveyor.

45-15-22-406-020.000-014 + 45-15-22-406-017.000-014

3. Indicate the reason(s) for your request to vacate the public way described in item 2.

Remove 217' walkway in middle of Lot 1 and against house out of middle of lot & vacated Polk Street up to southern boundary of Lot 1.

Property Owner(s) Information	Petitioner(s) Information (If different than owner.)
Name(s) <u>Nicholas Ykon, Trust</u>	Name(s) <u>Adam M. Sworden</u>
Mailing Address <u>40 337 W. 806 N.</u>	Mailing Address <u>337 W. 806 N.</u>
City, State, Zip <u>Valparaiso, IN 46385</u>	City, State, Zip <u>Valparaiso, IN 46385</u>
Phone [REDACTED]	Phone [REDACTED]
Alternate Phone [REDACTED]	Alternate Phone [REDACTED]
Fax [REDACTED]	Fax [REDACTED]

I (We) the undersigned now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge and belief and that I (we) have read all the information contained above and that I (we) am/are submitting such facts and figures to the Cedar Lake Town Council for the purpose of this request for the above referenced real estate.

Signature of Owner(s):

[REDACTED]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this 24th day of September, 2025

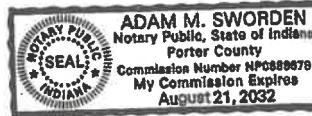
Notary Public
My Commission Expires

Signature of Petitioner(s):

[REDACTED]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me this 24th day of September, 2025



Notary Public
My Commission Expires

This Side for Office Use Only

Filing Information

Date	
Fee	\$200.00
Check #	
Receipt #	796505
By	MH

Zoning Information

Property	
North	
East	
South	
West	

Comments and Notes: _____

TOWN OF CEDAR LAKE

Date: 09/24/25

Receipt: 796505

PO BOX 707

CEDAR LAKE, IN 46303-0707

Phone: (219) 374-7000

Fax: (219) 374-8588

WWW.CEDARLAKEIN.GOV



Received Of: SWORDEN LAW, PC

337 W 806 N
VALPARAISO IN 46385

The sum of: \$200.00

PLAN	PLANNING DEPARTMENT		\$200.00
	PUBLIC WAY VACATION		\$200.00
		Total	\$200.00
TENDERED:		CHECK	1669
			\$200.00

Jennifer N. Sandberg

CLERK - TREASURER

**PETITION TO VACATE
PUBLIC RIGHTS-OF-WAY OR PUBLIC PLACES
IN THE TOWN OF CEDAR LAKE**

I, Nicholas J. Yukon, Trustee of the Nicholas J. Yukon Living Trust, and the undersigned Petitioner, petition the Town of Cedar Lake Town Council to vacate certain public rights-of-way and/or easements within Petitioner's property located at 13043 Polk Street, Cedar Lake, Indiana, that legally described in Section 1 below, and in Exhibits A and B, attached hereto and incorporated herein.

The undersigned further certifies that he/it is the owner of property contiguous to the public rights-of-way or place of which vacation is hereby sought.

Section 1: Legal Description of the Property to be Vacated

Public Right of Way

A TRIANGULAR PARCEL OF LAND BEING ALL OF THE PLATTED NORTH-SOUTH 10 FOOT WIDE PUBLIC RIGHT OF WAY LYING NORTH OF THE WEST EXTENSION OF THE SOUTH LINE OF THE NORTH 12.5 FEET OF LOT 2 IN BLOCK 2 IN MEYER MANOR FOURTH, A SAMUEL C. BARTLETT SUBDIVISION TO CEDAR LAKE, LAKE COUNTY IN DIANA AS SHOWN IN PLAT BOOK 20, PAGE 54 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PORTION PREVIOUSLY VACATED BY ORDINANCE NO. 455 AND RECORDED AS DOCUMENT NUMBER 2004-017795 ON MARCH 2, 2004 IN THE RECORDER'S OFFICE OF SAID COUNTY.

2.7 Foot Wide Walking Path

ALL OF THE PLATTED 2.70 FOOT PATH LYING SOUTH OF LOT 1 AND NORTH OF LOT 2, ALL IN BLOCK 2 IN MEYER MANOR FOURTH, A SAMUEL C. BARTLETT SUBDIVISION TO CEDAR LAKE, LAKE COUNTY INDIANA AS SHOWN IN PLAT BOOK 20, PAGE 54 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

Section 2: The Circumstances of the Case

1. Reason for the Vacation Requests:

The reason for the requested Vacation Requests is remove the 2.7 foot walking path from next to the existing house at the property which also splits the south portion of lot 2 making it unusable as part of the larger tract. In exchange for the 2.7 foot vacation, Petitioner is agreeing to pay for the paved path for public access to Potawatomi Park and Cedar Lake from the park

immediately west of Petitioner's property, located within the west 10 feet of Lot 16 that is contiguous to the remainder of Lot 16 owned by Petitioner. The Town's 10' parcel has a parcel tax pin number of 45-15-22-406-029.000-014.

Removal of the 2.7' foot path easement also allows for a vacation of the public right-of-way of Polk street from within Petitioner's Property down to the southern boundary of his 12.5 feet of Lot 2.

2. Describe why the Vacation would:

1. NOT hinder the growth or orderly development of the unit or neighborhood in which it is located to which it is contiguous:

The vacations requested would allow more efficient and improved access to Potawatomi Park and Cedar Lake and prevent trespassing and/or invasion of privacy surround the home located at 13043 Polk Street. The improvements provided by Petitioner for the Town's 10' access on Lot 16 also continues the Town's investment and improvements to the west for Potawatomi Park and enhanced access to Cedar Lake.

2. NOT make access to property by means of public way difficult or inconvenient:

Vacation of the easement and right-of-way does not remove access to Petitioner's property from Polk Street.

3. NOT hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous:

The proposed vacating does not impact other existing and improved rights-of-way for Meyer Manor and promotes access to the Lake by and through Potawatomi Park.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 3: Petitioner Signatures

[Redacted Signature]

08 / 20 / 2025

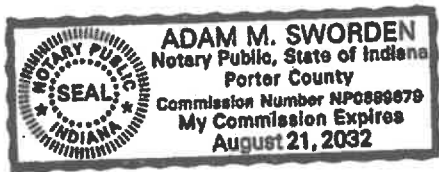
Nicholas J. Yukon, Trustee
Nicholas J. Yukon Living Trust

Date

STATE OF INDIANA, COUNTY OF LAKE) SS:

I, the undersigned, a Notary Public in and for said County and State, on August 20, 2025 do hereby certify that Nicholas J. Yukon, in his capacity as Trustee of the Nicholas J. Yukon Living Trust, appeared before me this day with the assistance of audio/video aid, and acknowledged that they signed, sealed, and delivered this Instrument as their free and voluntary acts, for the uses and purposes therein set forth.

[Redacted Signature]



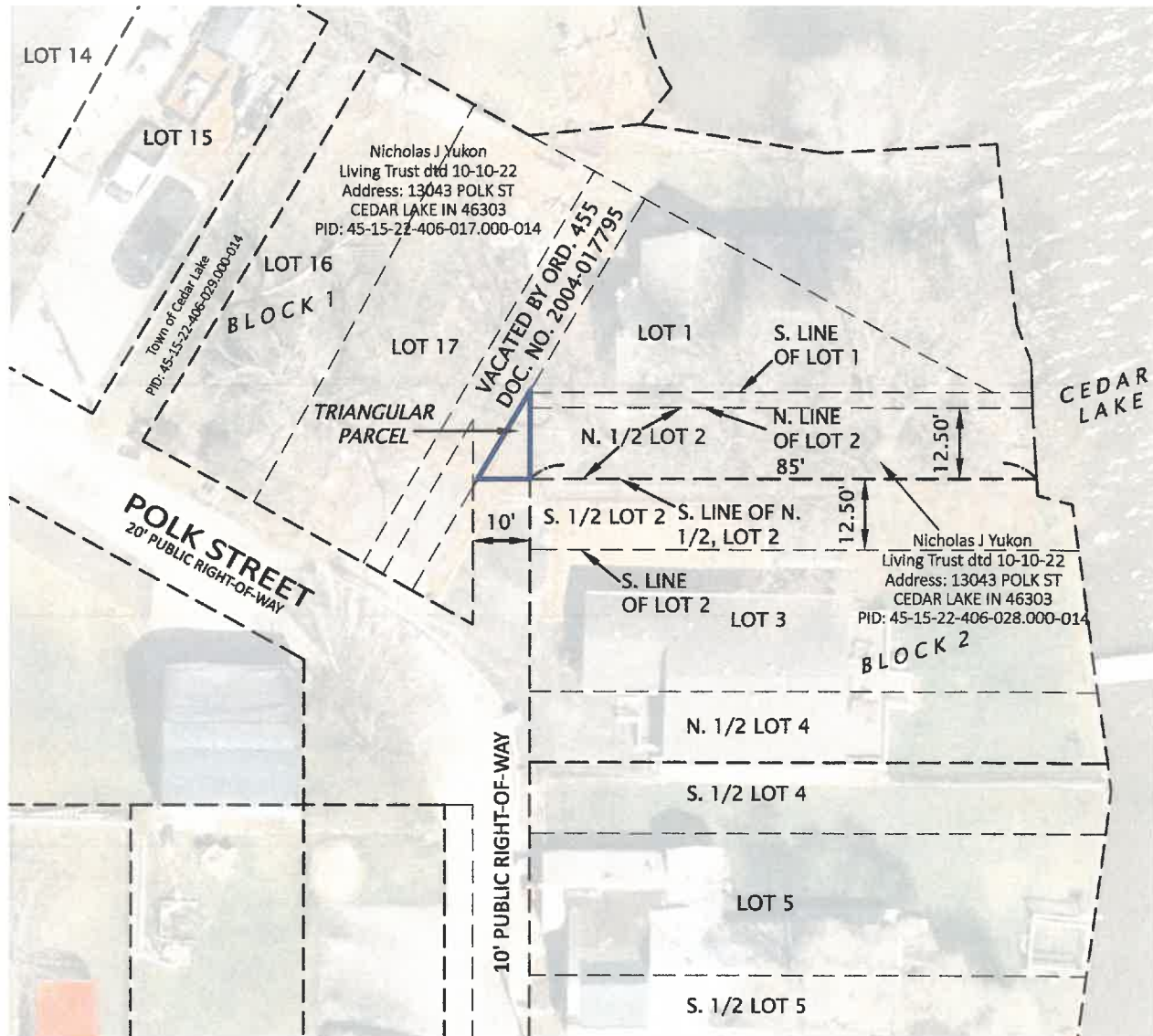
Adam M. Sworden, Notary Public

EXHIBIT

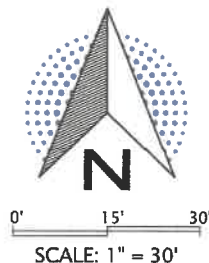
"PUBLIC RIGHT OF WAY VACATION"

PARCEL DESCRIPTION:

A TRIANGULAR PARCEL OF LAND BEING ALL OF THE PLATTED NORTH-SOUTH 10 FOOT WIDE PUBLIC RIGHT OF WAY LYING NORTH OF THE WEST EXTENSION OF THE SOUTH LINE OF THE NORTH 12.5 FEET OF LOT 2 IN BLOCK 2 IN MEYER MANOR FOURTH, A SAMUEL C. BARTLETT SUBDIVISION TO CEDAR LAKE, LAKE COUNTY INDIANA AS SHOWN IN PLAT BOOK 20, PAGE 54 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PORTION PREVIOUSLY VACATED BY ORDINANCE NO. 455 AND RECORDED AS DOCUMENT NUMBER 2004-017795 ON MARCH 2, 2004 IN THE RECORDER'S OFFICE OF SAID COUNTY.



Reference Name: YUKON - SWORDEN
 Survey Job No: 25-0370
 Drawn By: G.B.
 Date: 7/11/25
 Revised: 8/27/25
 /25-0370.dwg
 Sec. 22-34-9
 Lake County, IN



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

DVG TEAM, Inc
 1155 Troutwine Road
 Crown Point, IN 46307
 Phone: (219) 662-7710
 Fax: (219) 662-2740
 www.dvgteam.com



PARCEL DESCRIPTION:

LOT 14

LOT 15

LOT 16

LOT 17

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 1/2 LOT 2

LOT 1/2 LOT 4

LOT 1/2 LOT 5

LOT 3/4 LOT 2

LOT 3/4 LOT 4

LOT 3/4 LOT 5

LOT 1/4 LOT 2

LOT 1/4 LOT 4

LOT 1/4 LOT 5

LOT 1/8 LOT 2

LOT 1/8 LOT 4

LOT 1/8 LOT 5

LOT 1/16 LOT 2

LOT 1/16 LOT 4

LOT 1/16 LOT 5

LOT 1/32 LOT 2

LOT 1/32 LOT 4

LOT 1/32 LOT 5

LOT 1/64 LOT 2

LOT 1/64 LOT 4

LOT 1/64 LOT 5

LOT 1/128 LOT 2

LOT 1/128 LOT 4

LOT 1/128 LOT 5

LOT 1/256 LOT 2

LOT 1/256 LOT 4

LOT 1/256 LOT 5

LOT 1/512 LOT 2

LOT 1/512 LOT 4

LOT 1/512 LOT 5

LOT 1/1024 LOT 2

LOT 1/1024 LOT 4

LOT 1/1024 LOT 5

LOT 1/2048 LOT 2

LOT 1/2048 LOT 4

LOT 1/2048 LOT 5

LOT 1/4096 LOT 2

LOT 1/4096 LOT 4

LOT 1/4096 LOT 5

LOT 1/8192 LOT 2

LOT 1/8192 LOT 4

LOT 1/8192 LOT 5

LOT 1/16384 LOT 2

LOT 1/16384 LOT 4

LOT 1/16384 LOT 5

LOT 1/32768 LOT 2

LOT 1/32768 LOT 4

LOT 1/32768 LOT 5

LOT 1/65536 LOT 2

LOT 1/65536 LOT 4

LOT 1/65536 LOT 5

LOT 1/131072 LOT 2

LOT 1/131072 LOT 4

LOT 1/131072 LOT 5

LOT 1/262144 LOT 2

LOT 1/262144 LOT 4

LOT 1/262144 LOT 5

LOT 1/524288 LOT 2

LOT 1/524288 LOT 4

LOT 1/524288 LOT 5

LOT 1/1048576 LOT 2

LOT 1/1048576 LOT 4

LOT 1/1048576 LOT 5

LOT 1/2097152 LOT 2

LOT 1/2097152 LOT 4

LOT 1/2097152 LOT 5

LOT 1/4194304 LOT 2

LOT 1/4194304 LOT 4

LOT 1/4194304 LOT 5

LOT 1/8388608 LOT 2

LOT 1/8388608 LOT 4

LOT 1/8388608 LOT 5

LOT 1/16777216 LOT 2

LOT 1/16777216 LOT 4

LOT 1/16777216 LOT 5

LOT 1/33554432 LOT 2

LOT 1/33554432 LOT 4

LOT 1/33554432 LOT 5

LOT 1/67108864 LOT 2

LOT 1/67108864 LOT 4

LOT 1/67108864 LOT 5

LOT 1/134217728 LOT 2

LOT 1/134217728 LOT 4

LOT 1/134217728 LOT 5

LOT 1/268435456 LOT 2

LOT 1/268435456 LOT 4

LOT 1/268435456 LOT 5

LOT 1/536870912 LOT 2

LOT 1/536870912 LOT 4

LOT 1/536870912 LOT 5

LOT 1/1073741824 LOT 2

LOT 1/1073741824 LOT 4

LOT 1/1073741824 LOT 5

LOT 1/2147483648 LOT 2

LOT 1/2147483648 LOT 4

LOT 1/2147483648 LOT 5

LOT 1/4294967296 LOT 2

LOT 1/4294967296 LOT 4

LOT 1/4294967296 LOT 5

LOT 1/8589934592 LOT 2

LOT 1/8589934592 LOT 4

LOT 1/8589934592 LOT 5

LOT 1/17179869184 LOT 2

LOT 1/17179869184 LOT 4

LOT 1/17179869184 LOT 5

LOT 1/34359738368 LOT 2

LOT 1/34359738368 LOT 4

LOT 1/34359738368 LOT 5

LOT 1/68719476736 LOT 2

LOT 1/68719476736 LOT 4

LOT 1/68719476736 LOT 5

LOT 1/137438953472 LOT 2

LOT 1/137438953472 LOT 4

LOT 1/137438953472 LOT 5

LOT 1/274877906944 LOT 2

LOT 1/274877906944 LOT 4

LOT 1/274877906944 LOT 5

LOT 1/549755813888 LOT 2

LOT 1/549755813888 LOT 4

LOT 1/549755813888 LOT 5

LOT 1/1099511627776 LOT 2

LOT 1/1099511627776 LOT 4

LOT 1/1099511627776 LOT 5

LOT 1/2199023255552 LOT 2

LOT 1/2199023255552 LOT 4

LOT 1/2199023255552 LOT 5

LOT 1/4398046511104 LOT 2

LOT 1/4398046511104 LOT 4

LOT 1/4398046511104 LOT 5

LOT 1/8796093022208 LOT 2

LOT 1/8796093022208 LOT 4

LOT 1/8796093022208 LOT 5

LOT 1/17592186044416 LOT 2

LOT 1/17592186044416 LOT 4

LOT 1/17592186044416 LOT 5

LOT 1/35184372088832 LOT 2

LOT 1/35184372088832 LOT 4

LOT 1/35184372088832 LOT 5

LOT 1/70368744177664 LOT 2

LOT 1/70368744177664 LOT 4

LOT 1/70368744177664 LOT 5

LOT 1/140737488355328 LOT 2

LOT 1/140737488355328 LOT 4

LOT 1/140737488355328 LOT 5

LOT 1/281474976710656 LOT 2

LOT 1/281474976710656 LOT 4

LOT 1/281474976710656 LOT 5

LOT 1/562949953421312 LOT 2

LOT 1/562949953421312 LOT 4

LOT 1/562949953421312 LOT 5

LOT 1/1125899906842624 LOT 2

LOT 1/1125899906842624 LOT 4

LOT 1/1125899906842624 LOT 5

LOT 1/2251799813685248 LOT 2

LOT 1/2251799813685248 LOT 4

LOT 1/2251799813685248 LOT 5

LOT 1/4503599627370496 LOT 2

LOT 1/4503599627370496 LOT 4

LOT 1/4503599627370496 LOT 5

LOT 1/9007199254740992 LOT 2

LOT 1/9007199254740992 LOT 4

LOT 1/9007199254740992 LOT 5

LOT 1/18014398509481984 LOT 2

LOT 1/18014398509481984 LOT 4

LOT 1/18014398509481984 LOT 5

LOT 1/36028797018963968 LOT 2

LOT 1/36028797018963968 LOT 4

LOT 1/36028797018963968 LOT 5

LOT 1/72057594037927936 LOT 2

LOT 1/72057594037

MEB



DVG
TEAM INC

U.S. Postal Service
Certified Mail Receipt

OUTBOUND TRACKING NUMBER

9414 7111 0549 5881 8522 43>

RETURN RECEIPT TRACKING NUMBER

9490911105495881852285

FEES

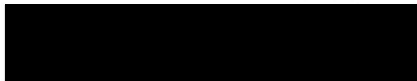
Postage Per Piece 0.74

Certified Fee 5.30

Return Receipt Fee 4.40

Total Postage & Fees: \$10.44

ARTICLE ADDRESS TO:



Cedar Lake IN 46303-8761

Yukon

Postmark
Here



postage so that it covers the existing
Certified Mail marking.

Certified Mail Receipt

U.S. Postal Service Certified Mail Receipt	OUTBOUND TRACKING NUMBER 9414 7118 9956 1842 1718 20	FEES
	RETURN RECEIPT TRACKING NUMBER 9430 9118 9956 1842 1718 00	Postage per piece \$2.610
		Certified Fee \$3.350
		Return Receipt Fee \$2.750
		Total Postage & Fees: \$8.710
ARTICLE ADDRESS TO: Anytown, CA 12345		Postmark Here

The label in this position on the reverse side of this message is your receipt for this mailpiece.

If you need a record of this mailing, present this receipt with the mailpiece for acceptance at your local post office to be postmarked when you send your Certified Mail (optional).

The postmarked receipt is your proof of mailing for all tracking purposes. If you do not need a receipt, simply discard this label.

U.S. Postal Service
Certified Mail Receipt

OUTBOUND TRACKING NUMBER

9414 7111 0549 5881 8544 90>

RETURN RECEIPT TRACKING NUMBER

9490911105495881854449

FEES

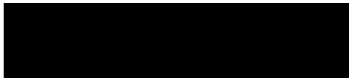
Postage Per Piece 0.74

Certified Fee 5.30

Return Receipt Fee 4.40

Total Postage & Fees: \$10.44

ARTICLE ADDRESS TO:



Cedar Lake IN 46303-8761

Postmark
Here



Yukon

postage so that it covers the existing
Certified Mail marking.

Certified Mail Receipt

U.S. Postal Service Certified Mail Receipt	OUTBOUND TRACKING NUMBER 9414 7118 9956 1842 1718 20	FEES
	RETURN RECEIPT TRACKING NUMBER 9490 9118 9956 1842 1718 00	Postage per piece \$2.610
		Certified Fee \$3.350
		Return Receipt Fee \$2.750
		Total Postage & Fees: \$8.710
ARTICLE ADDRESS TO:		
Jane Recipient		
123 Main Street		
Anytown, CA 12345		
Postmark Here		

The label in this position on the reverse side of this message is your receipt for this mailpiece.

If you need a record of this mailing, present this receipt with the mailpiece for acceptance at your local post office to be postmarked when you send your Certified Mail (optional).

The postmarked receipt is your proof of mailing for all tracking purposes. If you do not need a receipt, simply discard this label.



U.S. Postal Service
Certified Mail Receipt

OUTBOUND TRACKING NUMBER

9414 7111 0549 5881 8534 17>

RETURN RECEIPT TRACKING NUMBER

9490911105495881853459

FEES

Postage Per Piece 0.74

Certified Fee 5.30

Return Receipt Fee 4.40

Total Postage & Fees: \$10.44

ARTICLE ADDRESS TO:

Town of Cedar Lake
PO Box 707
Cedar Lake IN 46303

Postmark
Here



Yukon

postage so that it covers the existing
Certified Mail marking.

Certified Mail Receipt

U.S. Postal Service Certified Mail Receipt	OUTBOUND TRACKING NUMBER 9414 7118 9956 1842 1718 20	FEES
	RETURN RECEIPT TRACKING NUMBER 9400 9118 9956 1842 1718 00	Postage per piece \$2.810
		Certified Fee \$3.350
		Return Receipt Fee \$2.750
		Total Postage & Fees: \$8.710
ARTICLE ADDRESS TO:		
Jane Recipient		
123 Main Street		
Anytown, CA 12345		
Postmark Here		

The label in this position on the reverse side of this message is your receipt for this mailpiece.

If you need a record of this mailing, present this receipt with the mailpiece for acceptance at your local post office to be postmarked when you send your Certified Mail (optional).

The postmarked receipt is your proof of mailing for all tracking purposes. If you do not need a receipt, simply discard this label.

Fold and Tear

Sold To:
Sworden Law P.C. - CU80105067
337 W. 806 N.
Valparaiso, IN 46385

Bill To:
Sworden Law P.C. - CU80105067
337 W. 806 N.
Valparaiso, IN 46385

Proof of Publication

Order Number: [REDACTED]
Purchase Order: Vacation of Public Right of Wa

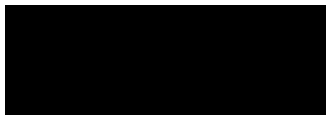
State of Illinois) ss:
County of Cook

I, Jeremy Gates, a principal clerk of Post Tribune newspaper of general circulation printed and published in the English language in the city of Crown Point, in the State of Indiana and County of Lake, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time(s), the date(s) of publication being as follows:

Sep 26, 2025.

The undersigned further states that the Post Tribune newspaper(s) maintains an Internet website, which is located at http://classifieds.chicagotribune.com/classifieds?category=public_notice website and that a copy of the above referenced printed matter was posted on such website on the date(s) of publication set forth above.

Dated at Chicago, Illinois on this 27 day of September, 2025.



Jeremy Gates

160 N Stetson Ave.
Chicago, IL 60601

NOTICE OF PUBLIC HEARING ON VACATION OF PUBLIC WAY/WALKWAY

NOTICE is hereby given that a Public Hearing will be held by the Cedar Lake Town Council at the Cedar Lake Town Hall, 7408 Constitution Avenue, Cedar Lake, Indiana, on the 7th day of October, 2025, at 7:00 p.m., in its regular monthly public meeting, to consider a Petition to Vacate a Public Way/Walkway, pursuant to IC. 36-7-3-12, as amended.

Legal Description of Public Way/
Alley parcel proposed to be vacated:

Public Right of Way

A TRIANGULAR PARCEL OF LAND BEING ALL OF THE PLATTED NORTH SOUTH 10 FOOT WIDE PUBLIC RIGHT OF WAY LYING NORTH OF THE WEST EXTENSION OF THE SOUTH LINE OF THE NORTH 12.5 FEET OF LOT 2 IN BLOCK 2 IN MEYER MANOR FOURTH, A SAMUEL C. BARTLETT SUBDIVISION TO CEDAR LAKE, LAKE COUNTY IN INDIANA AS SHOWN IN PLAT BOOK 20, PAGE 54 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PORTION PREVIOUSLY VACATED BY ORDINANCE NO. 455 AND RECORDED AS DOCUMENT NUMBER 2004-017795 ON MARCH 2, 2004 IN THE RECORDER'S OFFICE OF SAID COUNTY.

2.7 Foot Wide Foot Path

ALL OF THE PLATTED 2.70 FOOT PATH LYING SOUTH OF LOT 1 AND NORTH OF LOT 2, ALL IN BLOCK 2 IN MEYER MANOR FOURTH, A SAMUEL C. BARTLETT SUBDIVISION TO CEDAR LAKE, LAKE COUNTY INDIANA AS SHOWN IN PLAT BOOK 20, PAGE 54 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

A copy of the Petition to Vacate a Public Way/Walkway is on file for examination before the Public Hearing in the Cedar Lake Town Hall, located at 7408 Constitution Avenue, Cedar Lake, Indiana. Written objections to the proposed Public Way/Alley vacation which are filed before the Public Hearing will be considered by the Town Council. Oral comments concerning the proposal will be heard by the Town Council at the Public Hearing. The Public Hearing may be continued from time to time as may be found necessary pursuant to applicable law.

Town of Cedar Lake, Lake County, Indiana,
a Municipal Corporation

By: /s/ Nick Recupito
Town Council President
09/26/2025 7876150

October 7, 2025

ALL TOWN FUNDS	\$378,357.97
----------------	--------------

WASTEWATER OPERATING	\$62,637.25
----------------------	-------------

WATER UTILITY	\$83,241.50
---------------	-------------

STORM WATER	\$19,103.98
-------------	-------------

PAYROLL 9/25/25 & 10/01/25	\$317,815.37
----------------------------	--------------

Date Contact Person Notified of Approval: _____ Notified via (circle one): Email – Phone – Letter

Participating patrons on TAG DAY :

Amy See

Joseph Paun

Kyle Sobkowicz

Jen Sobkowicz

Sara Bintz

Charles Bintz

Ashley Walkowiak

I HAVE ENCLOSED OUR CURRENT INSURANCE POLICY. I WILL
RENEW JUST BEFORE OUR CHOSEN DATE. I WILL SUBMIT THE
UPDATED COPY AFTER RENEWAL IS FINAL. EXP DATE 9/1/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vaaler Insurance, A Marsh & McLennan Agency LLC Company 4803 38th Street S Suite 101 Fargo ND 58104		CONTACT NAME: Tricia Rudnick PHONE (A/C No. Ext): 701-451-5482 FAX (A/C No.): 701-235-9405 E-MAIL ADDRESS: tricia.rudnick@marshmma.com	
INSURED United States of America Wrestling Association 6155 Lehman Dr Colorado Springs CO 80918		INSURER(S) AFFORDING COVERAGE INSURER A: Clear Blue Insurance Company INSURER B: Texas Insurance Company INSURER C: Underwriter's at Lloyd's, Lond INSURER D: INSURER E: INSURER F:	
UNIT/STA-02		NAIC #	

COVERAGES

CERTIFICATE NUMBER: 1922645617

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PER EVENT GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		9/1/2025	9/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			9/1/2025	9/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Abuse/Molestation Abuse/Molestation			9/1/2025	9/1/2026	Any One Victim \$1,000,000 Aggregate-All Victims \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability and excess liability includes an automatic additional insured endorsement that provides additional insured status to the Certificate holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

NOTE: This certificate of liability insurance is in effect for chartered club practices, of which all participants **MUST** be individual members of USA Wrestling. No liability coverage extends to any event that the club may hold.

RE: Rick Larsen Wrestling Club

CERTIFICATE HOLDER

Town Of Cedar Lake
7408 Constitution Ave
PO Box 707
Cedar Lake, IN 46303

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1517

AN ORDINANCE VACATING A PUBLIC WAY IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, AND ALL MATTERS RELATED THERETO.

WHEREAS, on the 22nd day of July, 2025, the Owners of real property located in the Town of Cedar Lake, Lake County, Indiana, legally described in Exhibit "A" attached hereto, petitioned the Town Council of the Town of Cedar Lake, Lake County, Indiana, to vacate a parcel of platted public way legally described in Exhibit "A", attached hereto; and

WHEREAS, a Public Hearing was held on said Petition, after due notice was provided pursuant to the statutory requirements of I.C. §36-7-3-12, as amended from time to time; and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), has considered the presentation and petition, as well as any remonstrances made by interested Parties to the vacation of said platted public way as described herein; and

WHEREAS, the Town Council has reviewed the request of the Owner for vacation of the said platted public way, and has determined that the area sought by Owner to be vacated is not necessary to the growth of the area in which it is located, or to which it is contiguous; further, that the vacation of the platted public way sought to be vacated would not eliminate the Public's access to any Church, School, or any other Public building or place; and

WHEREAS, the Town Council has further determined that the said platted public way so described is a platted public way in a residentially zoned subdivision which is not anticipated as needed for such purpose in the future.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA:

SECTION ONE: That the described portions of the platted public way identified on Exhibit "A", attached hereto, and located in the Town of Cedar Lake, Lake County, Indiana, be vacated, as petitioned for, subject to all conditions of approval required by the Town Council herein, as specified and required to be included herein.

SECTION TWO: That all existing Ordinances, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

SECTION FOUR: That this Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, and recordation in the Office of the Recorder of Lake County, Indiana, in conformance with applicable law; further, that no signatures shall be made hereto until the Town Council conditions for adoption are fulfilled and verified as such.

ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, ON THIS ____ DAY OF _____, 2025.

**TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, TOWN COUNCIL**

Nick Recupito, President

Greg Parker, Vice-President

Robert H. Carnahan, Member

Julie A. Rivera, Member

Mary Joan Dickson, Member

Richard C. Thiel Jr, Member

Chuck Becker, Member

ATTEST:

JENNIFER N. SANDBERG, IAMCA, CMC, CPFIM
Clerk-Treasurer

EXHIBIT A

A 10 foot abandoned walkway of the Chicago, Indianapolis and Louisville Railroad along the East side of Outlots 20 & 21, between R=1882.23' and R=1872.23', and West of the abandoned Chicago, Indianapolis and Louisville Railroad, on the North side of West 139th Avenue in Lake Shore Addition to Cedar Lake, Indiana, being a subdivision of part of the South ½ of Section 27, Township 34 North, Range 9 West of the 2nd P.M., as the same appears of record in Plat Book 20, page 9, in the Recorder's Office in said County.



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

September 19, 2025

Town Council
Town of Cedar Lake
7408 Constitution Ave.
Cedar Lake, Indiana 46303

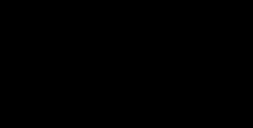
Ladies and Gentlemen:

Peoples Bank, at the request of Beacon Pointe of Cedar Lake, LLC, has provided its Irrevocable Standby Letter of Credit No. CL7738LC (Credit) for Beacon Pointe – Unit 8, which is attached hereto, in the amount of One Million Two Hundred Eighty-Three Thousand Eight Hundred Fifty-Two and 35/100 Dollars (\$1,283,852.35), dated September 19, 2025 in your favor. This will certify that Paul Rodriguez, Vice President, Business Banking Team Leader, is authorized to provide and execute the attached Credit, that the signature appearing on said Credit is authentic, and that the Bank has complied with all banking laws and requirements and other laws in connection with the issuance of such Credit.

Sincerely,



Gregory Bracco, SVP
Chief Business Banking Officer

Attachment: Letter of Credit No. 

GB/ns



Loan Center
9204 Columbia Avenue
Munster, Indiana 46321
219.853.7500

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER'S NAME & ADDRESS:

Peoples Bank
9204 Columbia Avenue
Munster, IN 46321
Attention: Commercial Loan Department

Telephone: 219-853-7500

Email: prodiguez@ibankpeoples.com

APPLICANT

Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

BENEFICIARY:

Town Council
Town of Cedar Lake
7408 Constitution Ave.
Cedar Lake, Indiana 46303

Telephone: 219-374-7000

SUBDIVISION/DEVELOPMENT AT ISSUE:

Beacon Pointe Unit 8

Irrevocable Letter of Credit Number:



Total Amount: \$1,283,852.35

Issuance Date: September 19, 2025

Expiration Date: September 19, 2027

Ladies and Gentlemen:

Issuance. The Issuer hereby establishes, at the request of Applicant and for the account of the Applicant, in favor of the Beneficiary, this Irrevocable Standby Letter of Credit in the Total Amount of:

\$1,283,852.35

Undertaking. Issuer undertakes to honor Beneficiary's demand for payment of an amount available under this Credit, upon Beneficiary's presentation of a demand for payment in the form of the attached "**Sight Draft for Irrevocable Standby Letter of Credit Regarding Beacon Pointe Unit 8**" marked as **EXHIBIT A** (*hereinafter*, "Sight Draft"), together with the original of this Credit, at Issuer's address stated above, on or before the close of business on the expiration date.

Original. The original copy of this Credit shall be presented to and retained by Beneficiary. The original copy of this Credit need not be presented to Issuer as a condition for Beneficiary to receive payment. Retention of the original Credit does not preserve any rights thereunder after the right to demand payment ceases.

Payment. Issuer undertakes to make payment to Beneficiary under this Credit within five (5) business days of receipt by Issuer of a properly presented Sight Draft. Beneficiary shall receive payment from Issuer as described in the Sight Draft.

Partial and Multiple Drawings. Partial and multiple drawings are permitted under this Credit. The aggregate amount available under this Credit at any time shall be the Total Amount of this Credit, less the aggregate amount of all partial drawings previously paid to Beneficiary at such time.

Presentation. Beneficiary may present Sight Drafts for honor to Issuer at Issuer's above-stated address by:

1. Personal delivery to Issuer with an acknowledged duly authorized, signed receipt;
2. Deposit in Certified U.S. Mail, postage prepaid, properly addressed; or
3. Deposit with any third-party commercial carrier for delivery, cost prepaid, properly addressed.

Presentation will be deemed to have occurred upon Issuer's receipt.

Agreed Reduction of Total Amount. Issuer will permanently reduce the Total Amount of this Credit upon Beneficiary's presentation, from time to time, of an agreed "**Letter of Credit Reduction Approval for Beacon Pointe Unit 8**" in the form attached as **EXHIBIT B**. Beneficiary shall present any such agreed "Letter of Credit Reduction Approvals for Beacon Pointe Unit 8", to Issuer at Issuer's address stated above and Issuer shall make reductions as specified in the particular Letter of Credit Reduction Approvals as presented.

The expiration date of this Credit is September 19, 2027

Choice of Law. This Credit is governed by the laws of the State of Indiana and is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590. Any amendments to the terms of this credit must be in writing over authorized signature of an officer of Peoples Bank.

Sincerely,

PEOPLES BANK

[REDACTED]

By: Paul Rodriguez, VP
Business Banking Team Leader

CERTIFICATION

The Undersigned hereby certifies under the penalty of perjury that I am the duly authorized Agent of the Issuer of this Credit and have full authority and all required approval to agree to the issuance of this Credit.

SIGNED AND DATED THIS 19th DAY OF SEPTEMBER 2025

Sincerely,

ISSUER: PEOPLES BANK

[REDACTED]

BY: _____
Paul Rodriguez, VP
Business Banking Team Leader

EXHIBIT A
SIGHT DRAFT FOR IRREVOCABLE STANDBY LETTER OF CREDIT
REGARDING BEACON POINTE UNIT 8

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT No.: [REDACTED]

APPLICANT: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department
Telephone : 219-853-7500
Email: prodriguez@ibankpeoples.com

BENEFICIARY: Town Council
Town of Cedar Lake
7408 Constitution Ave.
Cedar Lake, Indiana 46303

This Sight Draft is a demand for payment presented by the Beneficiary under the above-referenced Credit for the amount of \$_____, which constitutes a full/partial payment of the funds available to the Beneficiary under the Credit. Under this Sight Draft, the Beneficiary states that:

- (i) The undersigned is authorized to execute this Sight Draft on behalf of the Beneficiary;
- (ii) Applicant is in default of its obligations to adequately construct and complete the infrastructure for the Subdivision, which is the subject of the above-referenced Credit;
- (iii) The above-stated amount of this Sight Draft is the amount currently due to Beneficiary from Applicant; and
- (iv) The proceeds from this Sight Draft will be used to satisfy the above-identified obligations.

Beneficiary requests that the amount demanded hereunder be transferred to the Beneficiary by check, available for collection at the place of presentation, wire transfer to the following bank account of the Beneficiary:

NAME, ADDRESS AND ROUTING NUMBER OF BENEFICIARY'S BANK ACCOUNT
NAME OF BENEFICIARY'S ACCOUNT, BENEFICIARY'S ACCOUNT NUMBER

TOWN OF CEDAR LAKE

By: _____
Name: _____
Title: _____

EXHIBIT B
LETTER OF CREDIT REDUCTION APPROVAL FOR
BEACON POINTE UNIT 8

DATE: _____

RE: IRREVOCABLE STANDBY LETTER OF CREDIT: *(hereinafter, ILOC)*

Number: [REDACTED]
Date of Issuance: September 19, 2025
Current Total Amount: \$1,283,852.35
Current Expiration Date: September 19, 2027

ILOC REDUCTION APPROVAL No. : _____
Total Amount of this ILOC Reduction: \$ _____
Total Amount of ILOC after this Reduction : \$ _____

APPLICANT: Beacon Pointe of Cedar Lake, LLC
8900 Wicker Avenue
St. John, IN 46373

ISSUER: Peoples Bank
9204 Columbia Avenue
Munster, Indiana 46321
Attention: Commercial Loan Department

BENEFICIARY: Town Council
Town of Cedar Lake
7408 Constitution Ave.
Cedar Lake, Indiana 46303

TOWN ENGINEER: _____

The undersigned hereby approve of and incorporate by reference the calculations stated in the attached "Worksheet for Reduction of Total Amount of the ILOC for Beacon Pointe Unit 8". Issuer is hereby authorized to reduce the Current Total Amount of the above-referenced ILOC as indicated by the attached Worksheet.

Per the attached Worksheet, the new "Total Amount" of the ILOC shall now equal: _____.

Beneficiary
By: _____
Name: _____
Title: _____

NAME OF TOWN ENGINEER
By: _____
Name: _____
Title: _____

Applicant
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B (Continued)

**WORKSHEET FOR REVISED AMOUNT OF IRREVOCABLE STANDBY LETTER OF CREDIT
FOR BEACON POINTE UNIT 8**

Applicant has requested the following reduction(s) in the amount of the above-referenced Credit (*hereinafter*, ILOC). The _____ has inspected and approved the improvement(s) corresponding to the requested reduction(s), verified the cost and value of the requested reduction(s), and hereby recommends approval of the requested reduction(s).

ILOC Reduction Request #: _____

Original ILOC Amount: \$1,283,852.35

ILOC Revised Amount after all prior approved reduction(s): \$ _____

ILOC Revised Amount after approval of new requested reduction(s): \$ _____

Item of Improvement	Original Cost Estimate	Previous ILOC Reductions	Amount of New ILOC Requested Reduction	ILOC Amount after New Requested Reduction
Subtotal				
Contingencies (10%)				
Total Letter of Credit				

Revised Improvements Cost Subtotal after Above-Requested New Reduction(s): \$ _____



August 14, 2025

Town of Cedar Lake
7408 Constitution Avenue
P. O. Box 707
Cedar Lake, Indiana 46303

Attention: Plan Commission

Subject: Beacon Pointe, Unit 8
Final Plat Review #1
(CBBEL Project No. 060016.00194)

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed Final Plat drawings for the Beacon Pointe, Unit 8 Subdivision. This phase consists of 35 residential lots. The drawings were provided by DVG Team, Inc. (DVG) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Stormwater Ordinance (No. 1218), and associated standard engineering methods.

CBBEL received the following items to review:

- "Beacon Pointe – Unit 8" (1 Sheet), prepared by DVG, dated August 5, 2025 (not revised).

The Plat appears to be in accordance with the Town of Cedar Lake's Subdivision Ordinance and it is our recommendation that it be approved. Please note that the Applicant is required to provide a certified check or money order payable to the Town of Cedar Lake in an amount equal to three (3%) percent of the cost of the public improvements prior to Final Plat Approval to cover inspection fees. The amount is based on the engineer's estimate of probable cost for Unit 8 and is \$35,014.16. The estimate of probable cost is attached.

As noted above, CBBEL staff has reviewed the Beacon Pointe, Unit 8 plans and associated documents for the purpose of establishing the required Performance Letter of Credit for the platted portion of the subdivision. After review, the required Performance Letter of Credit translates to \$1,283,852.35, or 110% of the estimated cost of public improvements. CBBEL will also eventually base Maintenance Letter of Credit values off this estimated cost of public improvements as well.

All improvements shall be constructed in accordance with the Town's Development Standards and all applicable Town, County, State and Federal regulations. The Applicant is required to obtain all Town, County, State and Federal permits required for the construction of this project.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Luke J. Sherry".

Luke J. Sherry, PE, CFM, CPESC
Town Engineer

Encl.: As Noted.

cc: Town Manager (via email)
Planning Director (via email)
Building Commissioner (via email)
Director of Operations (via email)
Town Attorney (via email)
Jack Slager, Schilling (via email)
Jack Huls, DVG (via email)

P:\Cedar Lake\060016 Town Engineer\194 - Beacon West PH6-8\L060016.00194_BP8 FP_081425.docx

Town of Cedar Lake
Beacon Pointe - Unit 8
Recommended Performance Letter of Credit as of 08/11/2025
(CBBEL Project [REDACTED])

Description	Unit	Qty	Unit Price	Cost
<u>Watermain Improvements</u>				
8" DIWM CL52	LFT	1640	\$ 105.00	\$ 172,200.00
Fire Hydrant	EACH	5	\$ 5,000.00	\$ 25,000.00
8" Valve and Box	EACH	5	\$ 2,000.00	\$ 10,000.00
1" Service Pipe, Short	EACH	18	\$ 800.00	\$ 14,400.00
1" Service Pipe, Long	EACH	17	\$ 1,400.00	\$ 23,800.00
Tie in at 8" Valve	EACH	1	\$ 2,500.00	\$ 2,500.00
Testing and Chlorination	LS	1	\$ 3,000.00	\$ 3,000.00
Road Structural Backfill	LFT	650	\$ 21.00	\$ 13,650.00
Watermain Subtotal				\$ 264,550.00
<u>Sanitary Sewer Improvements</u>				
Sanitary Manholes / Frames / Lids	EACH	5	\$ 3,250.00	\$ 16,250.00
8" SDR 26 PVC	LFT	1456	\$ 26.00	\$ 37,856.00
6" SAN SVC - Short	EACH	15	\$ 1,250.00	\$ 18,750.00
6" SAN SVC - Long	EACH	20	\$ 1,750.00	\$ 35,000.00
Tie in to Existing SAN	EACH	1	\$ 7,250.00	\$ 7,250.00
Road Structural Backfill	LFT	775	\$ 23.00	\$ 17,825.00
Sanitary Sewer Subtotal				\$ 132,931.00
<u>Storm Sewer Improvements</u>				
30" Inlet	EACH	6	\$ 1,500.00	\$ 9,000.00
48" MH, Type A	EACH	14	\$ 1,900.00	\$ 26,600.00
60" MH, Type A	EACH	3	\$ 2,900.00	\$ 8,700.00
12" RCP	LFT	808	\$ 105.00	\$ 84,840.00
15" RCP	LFT	240	\$ 125.00	\$ 30,000.00
18" RCP	LFT	248	\$ 145.00	\$ 35,960.00
24" RCP	LFT	272	\$ 160.00	\$ 43,520.00
30" RCP	LFT	48	\$ 170.00	\$ 8,160.00
Sump Connections	EACH	35	\$ 200.00	\$ 7,000.00
4" Underdrain	LFT	800	\$ 55.00	\$ 44,000.00
Road Structural Backfill	LFT	450	\$ 18.00	\$ 8,100.00
Storm Sewer Subtotal				\$ 305,880.00
<u>Roadway Improvements</u>				
Common Excavation	CYS	2140	\$ 40.00	\$ 85,600.00
Geogrid	SYS	5300	\$ 2.00	\$ 10,600.00
Aggregate Sub-Base - 10"	TONS	2915	\$ 35.00	\$ 102,025.00
HMA Intermediate - 3"	TONS	875	\$ 100.00	\$ 87,450.00
HMA Surface - 1.5"	TONS	437	\$ 110.00	\$ 48,097.50
Tack Coat	SYS	5300	\$ 0.65	\$ 3,445.00
Curb and Gutter	LFT	3000	\$ 30.00	\$ 90,000.00
Roadway Improvements Subtotal				\$ 427,217.50
<u>Misc. Improvements</u>				
Erosion Control	LS	1	\$ 10,000.00	\$ 10,000.00
Sign Post, Square, Type 2, Unreinforced Anchor Base	EACH	120	\$ 34.00	\$ 4,080.00
Street Name Sign	EACH	5	\$ 200.00	\$ 1,000.00

Description	Unit	Qty	Unit Price	Cost
Cross Traffic Does Not Stop	EACH	2	\$ 100.00	\$ 200.00
Snow Route No Parking	EACH	4	\$ 100.00	\$ 400.00
Speed Limit 20 MPH	EACH	2	\$ 170.00	\$ 340.00
Warning Open Water Use Caution	EACH	2	\$ 100.00	\$ 200.00
Stop Sign	EACH	2	\$ 170.00	\$ 340.00
Street Lights	EACH	4	\$ 5,000.00	\$ 20,000.00
Misc. Improvements Subtotal				\$ 36,560.00
Improvements				\$ 1,167,138.50
3% Inspection Fee				\$ 35,014.16
<i>(Already Installed/Inspected)</i>				
Remaining Improvements				\$ 1,167,138.50
Performance LOC (110%) =				\$ 1,283,852.35

Note: Italicized items have been inspected, as-built, and accepted.

Beacon Pointe of Cedar Lake LLC

Town of Cedar Lake

WWW.COMPUCHECKS.COM 888 339 5581

8/15/2025

35,014.16

Checking - Peoples Inspection Fee - Beacon West Unit 8

35,014.16

TOWN OF CEDAR LAKE
PO BOX 707
CEDAR LAKE, IN 46303-0707
Phone : (219) 374-7000
WWW.CEDARLAKEIN.GOV

Received From:
BEACON POINTE OF CEDAR LAKE LLC

Date: 08/18/2025 Time: 11:17:53 AM
Receipt: 790715
Cashier: BARNN
Workstation: FRONT1 Drawer: 1

DEVELOPER BILLING-INSPECTION FEES

ITEM REFERENCE	AMOUNT
DEVELOP DEVELOPER BILLING	
BEACON POINT UNIT 8	
101-000-617.000	\$35,014.16
TOTAL	\$35,014.16
CHECK 35014.16	\$35,014.16
Total Tendered:	\$35,014.16
Change:	\$0.00



BMO Bank N.A.

C/O Bank of Montreal
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7
Tel: 1-877-301-0414
Fax: 1-877-801-7787
SWIFT: BMTTUS33

13300 Crossroads Parkway North | SC-XRD-2W-G
City of Industry, CA 91746-3417
Tel: 1-800-600-5723
SWIFT: HATXUS44

Irrevocable Standby Letter of Credit No. [REDACTED]

Amendment no. 9

Dated September 26, 2025

Beneficiary:

TOWN COUNCIL
TOWN OF CEDAR LAKE
TOWN HALL
7408 CONSTITUTION AVENUE United States

Applicant:

LENNAR HOMES OF INDIANA, LLC
1700 E. GOLF ROAD, SUITE 1100
SCHAUMBURG, IL 60173 United States

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

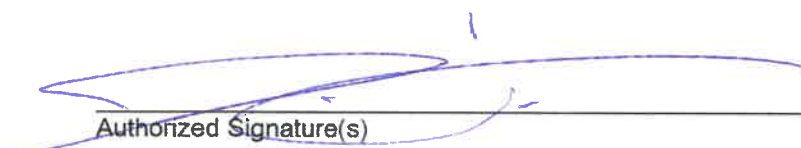
Amended Terms:

The Applicant has been amended to: LENNAR HOMES OF INDIANA, LLC, 1700 E. GOLF ROAD, SUITE 1100, SCHAUMBURG, IL 60173 United States

Expiry date has been amended to: October 09, 2026.

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: as indicated. Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,


Authorized Signature(s)

TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA

ORDINANCE NO. 1473

AN ORDINANCE RECLASSIFYING CERTAIN LANDS IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, FOR ZONING PURPOSES, AND AMENDING TOWN ZONING ORDINANCE NO. 1402, BEING:

"THE ZONING ORDINANCE OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA",

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THE 1ST DAY OF MARCH, 2022, AND ALL AMENDMENTS PASSED SUBSEQUENT THERETO.

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Town Council"), pursuant to the provisions of I.C. §36-7-4-600, *et seq.*, did, on the 1st day of March, 2022, adopt a Zoning Ordinance Text Replacement Ordinance for the Town designated as Town Zoning Ordinance No. 1402; and

WHEREAS, the Town Council likewise on the aforesaid date, adopted the Replacement Zone Map of the Town of Cedar Lake, Lake County, Indiana; and

WHEREAS, the Plan Commission of the Town of Cedar Lake, Lake County, Indiana (hereinafter, the "Plan Commission"), has been petitioned by the Owners of certain real property located in the Town of Cedar Lake, Lake County, Indiana, to reclassify said real property, located at what is addressed as 14415 Lauerman, Cedar Lake, Indiana 46303, for zoning purposes from Resort to Chapter 9 – Planned Unit Development (PUD) Zoning District Classification; and

WHEREAS, the Plan Commission did, on September 20, 2023, pursuant to published notice as required by applicable law, hold a Public Hearing at a Plan Commission Public Meeting on said dates on the advisability and necessity of rezoning said property; and

WHEREAS, the Plan Commission, after due notice and publication in conformance with applicable law, and the public hearing being concluded pursuant to applicable law to consider the petition for the proposed amendment to the Town Zone Map, has recommended approval of the same by Favorable Recommendation Certification, which Certification was made dated September 20, 2023; and

WHEREAS, the Town Council has been informed and advised that the recommended Amendatory Zone Map Ordinance amends the current Town Zone Map, and conforms to applicable Indiana State Statutes and Town Ordinances for such approvals; and

WHEREAS, the Town Council, having reviewed the proposed Amended Town Zone Map Ordinance, as well as the Favorable Recommendation Certification of the Town Plan Commission pertaining to the same, now concurs that it is advisable, appropriate, and in the best interests of the residents of the Town of Cedar Lake and Petitioner herein that the current Town Zone Map be amended as requested, and as certified by Favorable Recommendation of the Town Plan Commission by adoption of this Zone Map Amendatory Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA:

SECTION ONE: That Town Zoning Ordinance No. 1402, all amendments to Zoning Ordinance No. 1402 passed subsequent thereto, and the Town of Cedar Lake Zoning Map, are all amended by changing the zoning district classification of the following described parcels of real property, all lying within the Municipal Corporate limits of the Town of Cedar Lake, Lake County, Indiana, from Chapter 7.4 Resort Classification, to Chapter 9 – Planned Unit Development (PUD) Zoning District Classification, as set forth and depicted hereinafter, namely, to wit:

See Attached Exhibit “A”
(Legal Description)

The Town Zone Map and Zoning District Classification Amendment granted hereby is expressly contingent upon conformance to and compliance with the following terms and conditions, namely:

- A. The Planning Approval Application(s) for the Applicant/Owner, Pine Crest Incorporated, dated the 30th day of November, 2022, which is attached as Exhibit “H” hereto, and is incorporated herein.
- B. The approved PUD DEVELOPMENT AGREEMENT, presented and dated September 20, 2023, is attached hereto as Exhibit “C”, and is incorporated herein. The approved PUD DEVELOPMENT PROJECT GUIDELINES AGREEMENT, dated September 20, 2023, as presented by the Owner/Petitioner, and approved by each of the Town Plan Commission and Town Council, is attached hereto as Exhibit “D”, and is incorporated herein.
- C. All other terms and conditions of the Pine Crest Mixed Use District Plat Approval and PUD Ordinance and Development Plan, and PUD Development Project Guidelines agreed to by the Town Plan Commission. (A copy of the Pine Crest Mixed Use District Plat, with copy of approved minutes of the public meeting(s) held on September 20, 2023, of the Cedar Lake Plan Commission at which terms and conditions for each of the PUD Zone Map and Planned Unit Development (PUD) Amendatory Ordinance and Pine Crest Mixed Use District Plat Approval were made and issued, are attached hereto and incorporated herein as Exhibit “G”).

- D. Compliance by the Owner/Petitioner with all of the rules, regulations, and requirements for Project Development in the Town of Cedar Lake, as well as all Town Ordinances, as same are all amended from time to time.
- E. This Planned Unit Development Zoning District Classification Zone Map Amendment is expressly contingent upon payment by the Owner/Petitioner of all fees, costs, and charges incurred by the Town related to this Application, including engineering, legal, and all related.
- F. Compliance with all terms and conditions set forth in the Town Engineering review letter of CBBEL dated September 15, 2023, and all subsequent town engineering requirements, for said project parcel, a copy of which is attached hereto and incorporated herein as Exhibit “F”.
- G. Compliance by the Owner/Petitioner/Developer, with all representations and conditions agreed upon in any Public Meeting of the Town Plan Commission with the Owner/Petitioner/Developer, as evidenced by the provisions set forth in approved Plan Commission Public Meeting Minutes of September 20, 2023, which approved Plan Commission Public Meeting Minutes, when approved, are attached hereto as Exhibit “G”.

That hereafter, upon approval and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, the Zoning District Classification of the subject parcel shall be identified as Chapter 9 - Planned Unit Development (PUD) Zoning District Classification. This subject parcel may also be known as the “Pine Crest Mixed Use District” for Town Zone Map purposes. The designation identified shall be inserted onto the Town Zoning Map, as well as any parcel identification for the subject parcel of real estate described herein, as well as the Zone Map Amendatory Planned Unit Development (P.U.D.) Ordinance adopted hereby.

SECTION TWO: That this Zone Map Amendatory Ordinance shall take effect, and be in full force and effect, from and after its passage and adoption by the Town Council of the Town of Cedar Lake, Lake County, Indiana, in compliance with all approval conditions aforesaid, and in conformance with applicable law as exercised by the Town Council of the Town of Cedar Lake, Lake County, Indiana, pursuant to the provisions of I.C. §36-7-4-700 et seq. and I.C. §36-7-4-600 et seq., as amended.

[intentionally left blank]

**ALL OF WHICH IS PASSED AND ADOPTED BY THE TOWN COUNCIL OF
THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, THIS 6th DAY OF
AUGUST, 2025.**

**TOWN OF CEDAR LAKE, LAKE COUNTY,
INDIANA, TOWN COUNCIL:**

Nick Recupito, Town Council President

Greg Parker, Town Council Vice-President

Robert H. Carnahan, Town Council Member

Julie A. Rivera, Town Council Member

Mary Joan Dickson, Town Council Member

Richard C. Thiel, Jr., Town Council Member

Chuck Becker, Town Council Member

ATTEST:

Jennifer N. Sandberg, IAMCA, CMC, CPFIM
Clerk-Treasurer

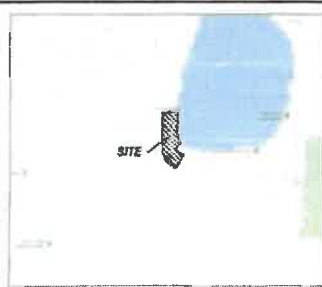
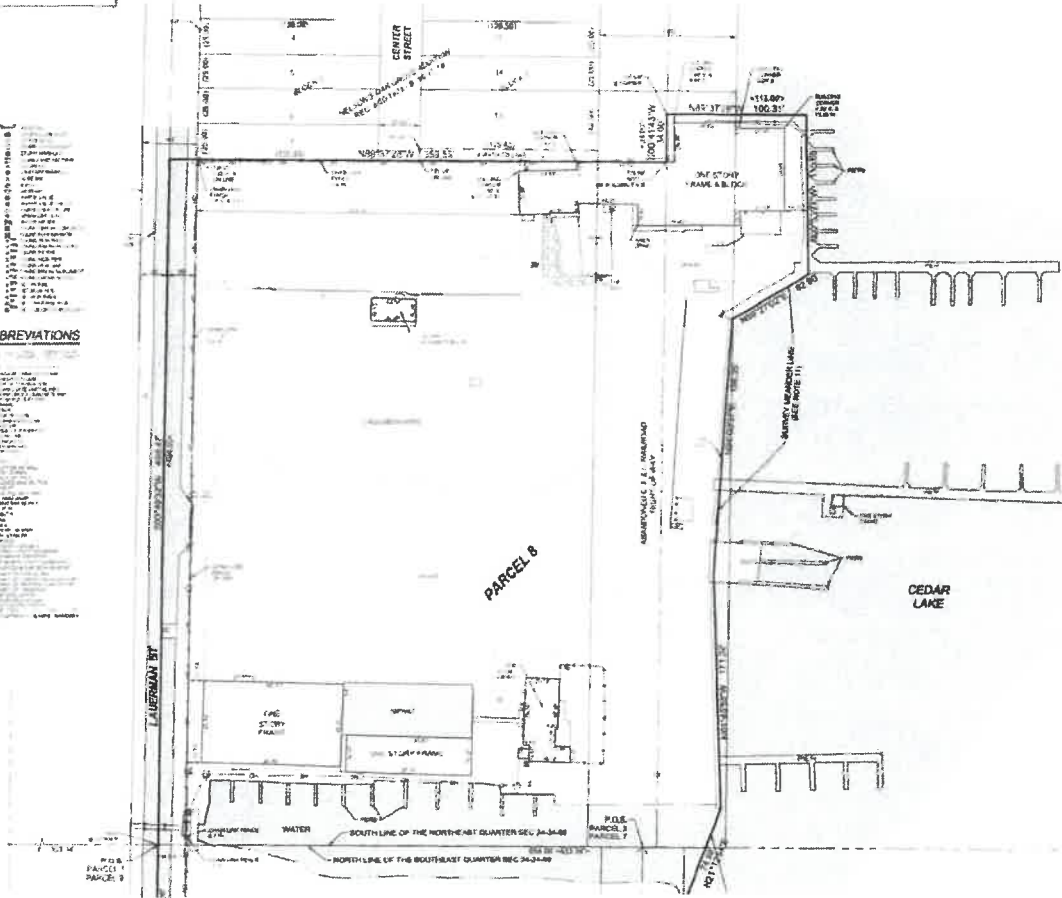
Exhibit A – LEGAL DESCRIPTION

PARCEL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHERE THE NORTH LINE OF 40 FOOT WIDE 147TH AVENUE (SHADY BEACH ROAD) INTERSECTS THE EAST LINE OF THE MAIN RIGHT OF WAY LINE OF THE NOW ABANDONED CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY COMPANY RAILROAD; THENCE SOUTH 89 DEGREES 29 MINUTES 32 SECONDS EAST (BASIS OF BEARINGS ASSUMED), 28.71 FEET TO THE WEST RIGHT OF WAY LINE OF THE ABANDONED SOUTH SPUR OF THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY COMPANY RAILROAD AND A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS IS 474.86 FEET WITH A CHORD THAT BEARS NORTH 22 DEGREES 14 MINUTES 01 SECONDS EAST FOR 216.47 FEET; THENCE ALONG LAST SAID CURVE OF SAID ABANDONED SOUTH SPUR 218.47 FEET TO THE SOUTH LINE OF LOT 5 IN COFFIN SECOND SHADY BEACH ADDITION TO CEDAR LAKE AS SHOWN IN PLAT BOOK 21, PAGE 38, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, EXTENDED WESTERLY; THENCE NORTH 28 DEGREES 12 MINUTES 54 SECONDS EAST, 68.57 FEET; THENCE NORTH 67 DEGREES 13 MINUTES 57 SECONDS WEST, 60.10 FEET; THENCE NORTH 28 DEGREES 05 MINUTES 05 SECONDS EAST, 50.02 FEET TO THE SOUTHERLY LINE OF 146th AVENUE (SHADY BEACH WYE ROAD) AS SHOWN IN SHADY BEACH WYE ADDITION TO CEDAR LAKE AS SHOWN IN PLAT BOOK 26, PAGE 80, IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 931.09 FEET WITH A CHORD THAT BEARS NORTH 57 DEGREES 15 MINUTES 27 SECONDS WEST FOR 262.50 FEET; THENCE ALONG SAID SOUTHERLY LINE AND LAST SAID CURVE FOR 263.37 FEET TO THE EAST LINE OF SAID NOW ABANDONED CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY COMPANY RAILROAD; THENCE NORTH 04 DEGREES 23 MINUTES 58 SECONDS WEST, 36.02 FEET ALONG SAID ABANDONED EAST RIGHT-OF-WAY LINE TO THE SOUTH LINE OF LOT 10 IN SAID SHADY BEACH WYE ADDITION TO CEDAR LAKE; THENCE SOUTH 48 DEGREES 11 MINUTES 37 SECONDS EAST, 20.79 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID LOT 10; THENCE NORTH 46 DEGREES 27 MINUTES 12 SECONDS EAST, 118.06 FEET ALONG SAID EAST LINE; THENCE NORTH 21 DEGREES 37 MINUTES 26 SECONDS WEST, 63.44 FEET; THENCE NORTH 31 DEGREES 33 MINUTES 08 SECONDS WEST, 19.20 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 21 SECONDS WEST, 454.63 FEET; THENCE SOUTH 51 DEGREES 08 MINUTES 28 SECONDS WESTS, 110.69 FEET TO THE CENTERLINE OF LAUERMAN/147th AVENUE AND A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 403.28 FEET AND A CHORD THAT BEARS SOUTH 33 DEGREES 55 MINUTES 07 SECONDS EAST FOR 70.83 FEET; THENCE ALONG SAID CENTERLINE AND LAST SAID CURVE 70.92 FEET TO A CURVE ALONG THE CENTERLINE OF SAID LAUERMAN/147th AVENUE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1143.57 FEET WITH A CHORD THAT BEARS SOUTH 43 DEGREES 14 MINUTES 58 SECONDS EAST FOR 171.12 FEET; THENCE ALONG SAID CENTERLINE AND LAST SAID CURVE 171.37 FEET TO A CURVE CONCAVE TO THE NORTHEAST ON

THE CENTERLINE OF SAID LAUREMANN/147th AVENUE HAVING A RADIUS OF 257.53 FEET WITH A CHORD THAT BEARDS SOUTH 67 DEGREES 37 MINUTES 47 SECONDS EAST FOR 176.90 FEET; THENCE ALONG SAID CENTERLINE AND LAST SAID CURVE FOR 180.58 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 32 SECONDS EAST, 46.93 FEET ALONG THE CENTERLINE OF SAID LAUREMANN/147th AVENUE TO THE WEST LINE OF THE MAIN RIGHT OF WAY LINE OF THE NOW ABANDONED CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILWAY COMPANY RAILROAD; THENCE NORTH 17 DEGREES 59 MINUTES 14 SECONDS WEST, 21.09 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SAID 147th AVENUE (SHADY BEACH ROAD); THENCE SOUTH 89 DEGREES 29 MINUTES 32 SECONDS EAST, 63.27 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 4.30 ACRES MORE OR LESS.

GRAPHIC SCALE
0 1 2 3 4 5 6 7 8 9 10

[illegible][illegible][illegible]

PART OF THE NORTHWEST QUANTER OF SOUTHEAST QUANTER OF SECTION 26, TOWNSHIP 24 NORTH
RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN HILL COUNTY MINNESOTA BEING PART OF A

3800 EAST, THE INTERSECTION OF THE SOUTH LINE OF SHADY BEACH AND THIRD STREET IN
THE CITY OF DENVER ALONG SAID SOUTH LINE OF SHADY BEACH FROM A CORNER OF JUNE 1917
WEST CORNER OF 3800 EAST TO THE ABANDONED SOUTH SIDE OF THE RAILROAD AND THE EAST
SIDE OF THE RAILROAD COMPANY'S TRACKS AND THE EAST SIDE OF THE LOT

[illegible]

SEE SHEET 2 FOR CONTINUATION

1. ACCORDING TO THE 1955 OF THE BUKANA NEIGHBORHOOD ARTICLE 1000
SECTION 10

[illegible][illegible]

V Engineers: 712 James Avenue S. Atlanta 190
Scientists: Woodbridge 11 60517
Surveyors: 636 724 8200 ext 60
636 724 0384 fax
/1600 corb

PINE CREST INCORPORATED
1.651 U
A 5/1 B 1000

NO	DATE

DRAWING COMPLETED		DATE	04-08-73	DRAWN BY	ALB	PROJECT MANAGER	ALB	DATE	04-08-73
FIELD WORK COMPLETED		DATE	04-10-73	CHECKED BY	ALB	SCALE	1" = 40'	SHEET NO.	
								1	2

PLAT OF SURVEY OF PINECREST MARINA CEDAR LAKE, INDIANA

PART OF THE EAST HALF OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA.

EXHIBIT B

BASE OF BEARINGS

THE BASE OF BEARINGS IS THE STATE PLANE CONGRUENT BENTLEY PROJECTIONS HAD BY POINT 3000. INDIANA LINES: 1914 PROJECTIONS: 1) LATITUDE: 41° 17' 20.50" N LONGITUDE: 87° 22' 28.50" W E. PROJECTION HEIGHT: 564.073 SFT GROUND SCALE FACTOR: 0.999994188 ALL MEASUREMENTS ARE ON THE GROUND

GRAPHIC SCALE



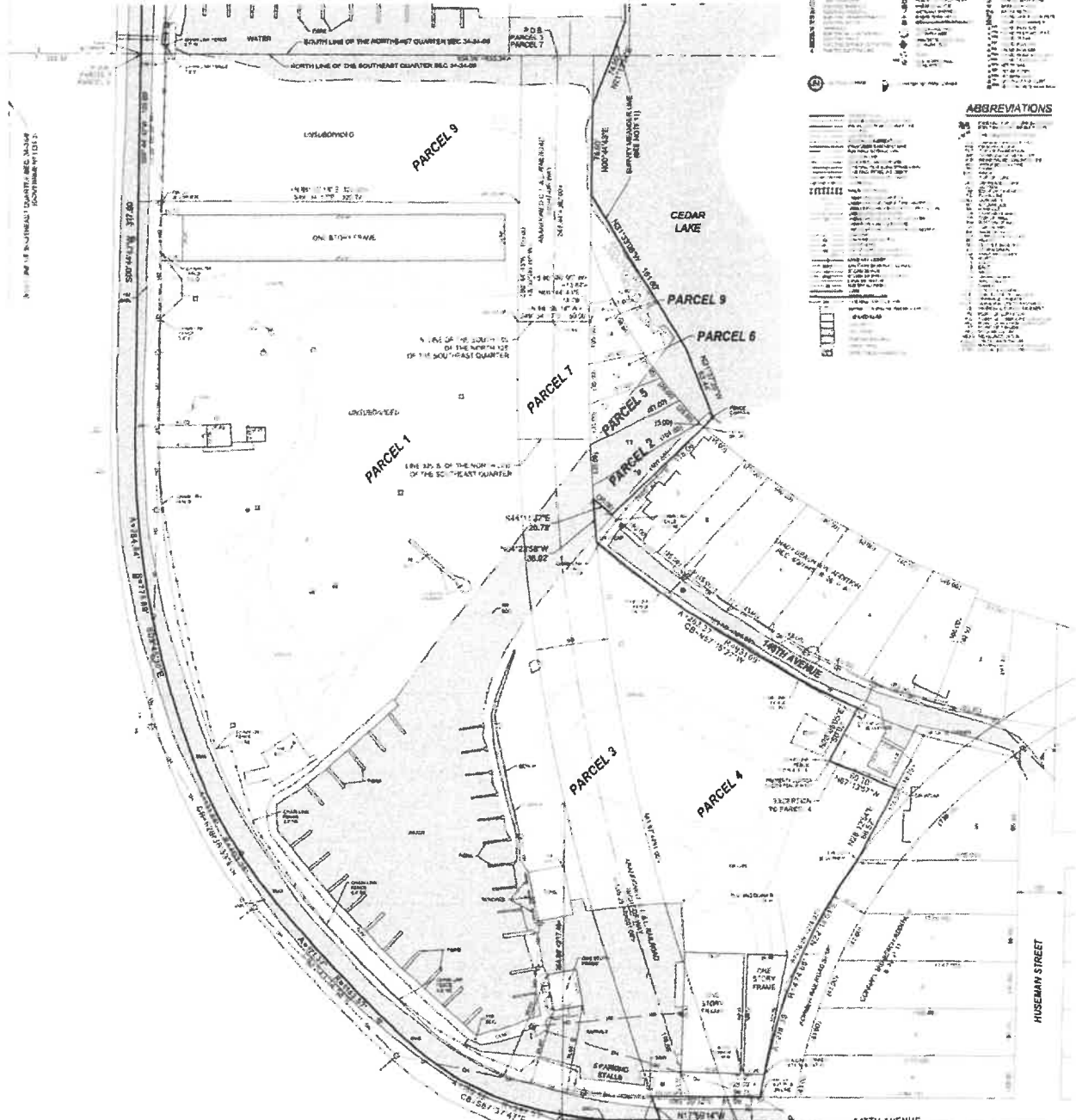
LEGEND

1. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 2. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 3. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 4. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 5. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 6. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 7. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 8. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 9. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 10. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600'	1. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 2. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 3. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 4. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 5. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 6. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 7. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 8. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 9. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 10. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600'
--	--

ABBREVIATIONS

1. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 2. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 3. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 4. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 5. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 6. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 7. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 8. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 9. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 10. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600'	1. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 2. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 3. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 4. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 5. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 6. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 7. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 8. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 9. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600' 10. 1/4" = 100' 1/8" = 200' 1/16" = 400' 1/32" = 800' 1/64" = 1600'
--	--

SEE SHEET 1 FOR CONTINUATION



GENERAL NOTES

- COMPARE ALL POINTS PRIOR TO ANY CONSTRUCTION AND REPORT ANY EXISTENCES AT TIME.
- ALL SURVEY DATA AND BEARINGS SHOWN HEREON ARE MEASURED TO EXISTING MARKS UNLESS OTHERWISE NOTED.
- FOR BUILDING RESTRICTIONS AND ENCUMBRANCES NOT SHOWN HEREON REFER TO YOUR ABSTRACTS, DEEDS, TITLE GUARANTEE POLICY AND LOCAL ORDINANCES.



Engineer 1325 James Avenue, Suite 100
Westborough, IL 60512
Surveyors 505 724 0200 phone
505 724 0384 fax
vco.com

PINECREST INCORPORATED
1415 LAURELIAN
CEDAR LAKE, IN 46505
219-374-5771

NO.	DATE	REVISION
1	05/17/2011	ORIGINAL

PLAT OF SURVEY

PINECREST MARINA, CEDAR LAKE, IN

DRAWING COMPUTER	DATE	DRAWN BY	SCALE	PROJECT MANAGER	DATE
CELESTIAL	05/17/2011	CELESTIAL	1" = 100'	CELESTIAL	05/17/2011

Project No: 05117 PINE 01

Scale: 1" = 100'

Sheet No: 545 of 545

Exhibit C - DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (hereinafter, referred to as the "Agreement"), is made and entered into this 16th day of August, 2025 (the "Effective Date"), by and between the **TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA**, an Indiana Municipal Corporation (hereinafter, referred to as the "Town"), and **PINE CREST INCORPORATED**, an Indiana Corporation, (hereinafter referred to as the "Developer"). The Developer and the Town shall be referred to hereinafter as the "Parties".

WITNESSETH

WHEREAS, the Developer is the owner of that certain parcel of real estate commonly known as 14415 Lauerman, Cedar Lake, Lake County, Indiana 46303, which contains approximately two (2) acres (hereinafter, referred to as the "Subject Property") (**Exhibit A**), and it seeks to improve and develop the Subject Property into a one (1) lot subdivision (collectively, the "Lot"), to be known as Pine Crest Mixed Use District (hereinafter, referred to as the "Subdivision"); and

WHEREAS, it is the purpose of this Agreement, consistent with requirements of Town Zoning Ordinance No. 1402, as amended from time to time, to clearly set forth the understanding and agreement of the Parties concerning the matters contained herein, and to guarantee completion according to the items herein; and

WHEREAS, the Developer has sought the Town's approval to develop the Subject Property, and the Town Council of the Town has adopted Town Zone Map Amendatory Ordinance No. 1473 with underlying B1, B2, B3, and Resort Zoning District Classifications (marina-related use emphasis); and

WHEREAS, the Developer has submitted a formal proposal and petition for a Planned Unit Development Zoning District Classification to be located on the Subject Property, which includes (a) the Primary Plat of the Pine Crest Mixed Use District, approved by the Town Plan Commission on September 20, 2023 (hereinafter the "Primary Plat"), a copy of which is included and attached as **EXHIBIT E**; (b) a copy of the Pine Crest Planned Unit Development (PUD) Guidelines ("PUD Guidelines"); a copy of which is attached and included herein as **EXHIBIT D**; and (c) a copy of the final Engineering Review and recommended conditions approved by the Town (**EXHIBIT F**); the applicable Town of Cedar Lake Plan Commission Public Meeting Minutes (**EXHIBIT G**), wherein public meeting actions were had and taken, and further wherein approval of conditions and representations were made and given by the Developer, and its duly authorized representatives; and a copy of the Site Survey (**EXHIBIT B**); and

WHEREAS, a public hearing was held as required by applicable law on September 20, 2023, and whereby at the conclusion of said public hearing the Town of Cedar Lake Plan Commission, on said date, favorably recommended the rezoning of the Real Estate from Resort Zoning District Classification to Chapter 9 - Planned Unit Development (PUD) Zoning District Classification (Pine Crest Mixed Use Planned Unit Development); and

WHEREAS, the Town Council of the Town of Cedar Lake, Lake County, Indiana (hereinafter the “Town Council”), concurred in the Favorable Recommendation certified by the Town of Cedar Lake Plan Commission of Zone Map Amendatory Ordinance No. 1473, and Pine Crest Mixed Use Planned Development, at the Town Council public meeting held 8/6/25, subject to the Town and Developer entering into this Agreement as required in Town Zoning Ordinance No. 1402, Section I Chapter 9 – Planned Unit Development (PUD) Zoning Classification; and

WHEREAS, Developer is willing and able to enter into this Agreement, as required by the requirements of Town Zoning Ordinance No. 1402, Section I of Chapter 9 – Planned Unit Development (PUD) Zoning District Classification, of Town Zoning Ordinance No. 1402, as amended from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

COVENANTS

1. **Recitals Part of Agreement.** The representations, covenants, recitations, and Exhibits set forth in the Recitals are material to this Agreement, and are incorporated into and made a part of this Agreement as though the same were fully set forth in this Agreement.
2. **Planned Unit Development Plan.** The development of the subject Property shall be consistent with the Developer Planned Unit Development Plan dated September 20, 2023, (the “PUD Plan”), a copy of which is made a part hereof, attached hereto, and marked as **EXHIBIT “D”**.
3. **Agreement to Complete in Accordance with PUD.** In accordance with Section I of Chapter 9 of Town Zoning Ordinance No. 1402, as amended from time to time, Developer agrees with the Town that any development which Developer completes on the Real Estate shall be in accordance with the terms and conditions of the Pine Crest Mixed Use Planned Development.
4. **Breach.** Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced appropriately within twenty (20) days of the receipt of such notice. If after said notice, the breaching Party fails to cure the breach, the non-breaching Party may seek any remedy available at law or equity, including the remedy of specific performance.

5. **Amendment.** This Agreement may be amended only by the mutual consent of the Parties and execution of said amendment by the Parties, in conformance with all legal requirements, including Town Zoning Ordinance No. 1402, all amendments thereto, and all applicable laws.

6. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the Agreement of the Parties.

7. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity, or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

8. **Indiana Law.** This Agreement shall be construed in accordance with the applicable laws of the State of Indiana, without consideration of its choice of law provisions.

9. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

Town:

Town of Cedar Lake
7408 Constitution Avenue
Cedar Lake, IN 46303
Attention: Town Planning Director
and Town Manager

With a copy to:

Austgen Kuiper Jasaitis P.C.
130 N. Main Street
Crown Point, IN 46307
Attention: David M. Austgen, Esq.

Developer:

Pine Crest Incorporated
c/o Vis Law, LLC

With a copy to:

Vis Law, LLC
c/o Nathan D. Vis, Esq.
12632 Wicker Ave
Cedar Lake, IN 46303

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

10. **Manner of Ownership.** Pine Crest Incorporated owns the Subject Property, and shall be liable under this Agreement.

11. **Uses.** The permitted uses on the Subject Property are specified in the PUD Guidelines (**EXHIBIT D**).

12. **Development Plan Timeline.** The Developer shall construct the drainage facilities pursuant to the PUD Plan. No letter of credit shall be required as no public improvements are anticipated. The Development Plan Timeline is subject to availability of contractors, materials, permitting and force majeure. Developer anticipates that the cold storage facility shall be substantially constructed on or before November 30, 2024. Thereafter, Developer anticipates undertaking marina enhancements and improvements from 2024 into the summer of 2025, with marina boardwalk, lighting, and landscaping improvements to be completed by July 1, 2027. Developer and Town hereby agree to the following scheduling:

- Cold Storage Facility to be substantially constructed on or before November 30, 2024;
- Marina sea wall and excavation improvements to be constructed, pending IN DNR and related approvals, on or before July 30, 2025;
- Marina boardwalk and lighting improvements to be constructed on or before July 1, 2026;
- Finish surface asphalt (or semipervious pavers) for all parking lot areas and boat storage areas to be constructed on or before July 30, 2027; and
- Use of Subject Property, as allowed hereto, shall not be restricted during the Development Plan Timeline.

13. **Other Agreements.**

- A. No sidewalks shall be required within or adjacent to the Subject Property.
- B. No park area or park fees shall be required for the Subject Property based on the commercial uses, except for applicable fees from Ordinance 498 for Commercial Development.
- C. The Subject Property, and individual lots, qualify for a Direct Discharge Credit (DDC) based upon proximity to Cedar Lake, pursuant to Town of Cedar Lake, Lake County, Indiana, Ordinance Title V, Chapter 53, Section 53.06(A)(3).
- D. **147th Avenue.** The Parties recognize that the existing 147th Avenue encroaches significantly into the Developer's property. The Town agrees to expand the location of the roadway no further north onto the Developer's property than its present condition. Developer is further released of any

requirement for the installation of a sidewalk, or curbing, along its southern boundary adjacent to 147th Avenue. The Parties further agree that no street light installation shall be required from the Developer, along 147th Avenue. Developer agrees that the Marina Property entrance at Lauerman/147th shall conform to a commercial drive approach (8" PCC/6" Agg).

- E. 146th Avenue. The Parties recognize that the Town possesses an irregular shaped triangular portion of land which extends from 146th Avenue into the channel leading to the Developer's marina. The Parties agree the Town shall quitclaim this portion of land to the Developer, subject to an easement for access to the channel, from 146th Avenue, for the Town. (Legal description to include the entirety of the area found within the channel and up to approximately eight feet (8') extending from the channels edge towards 146th Avenue, to be subsequently provided upon confirmation from Town Engineer/Developer surveyor). (See attached Quit Claim Deed Incorporated hereto).
- F. The requirements for Site Plan as found in Chapter 17 of Cedar Lake Zoning Ordinance No. 1402, and as subsequently amended from time to time, are hereby waived as to Sections A & C (Plan Commission submission/approval). Parties agree the submitted site plan, as accompanying this Agreement is sufficient to meet the requirements of Section B, and any further review, as deemed required by the Town, shall occur between Developer representatives and Town representatives, as to Section D. The Parties agree that all items for review as found in Section D have been addressed in **EXHIBIT C** and **EXHIBIT D** of this Agreement.

14. **Miscellaneous.**

- A. This Agreement is entered into by the Town and Developer as required by the provisions of Section 1 of Chapter 9 of Town Zoning Ordinance No. 1402, as well as the Town Subdivision Control Ordinance No. 498, and all other Ordinances of Town requirements, as all are amended from time to time. In the event of any conflict between the terms of this Agreement and the Town's Rules, Regulations and Ordinances, this Agreement shall control and shall supersede any inconsistent terms herein.
- B. Developer shall reimburse the Town for costs and expenses that the Town has or may incur with third parties in the review and approval of the Subdivision, including, but not limited to, engineering and legal.
- C. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto, and their respective successors and assigns.
- D. Any Party that is a business entity entering into this Agreement represents and warrants that all authorization and entity authority has been provided to

that Party, and that all corporate or entity actions have been taken and done to perform as contemplates by this Agreement. Furthermore, all corporate or entity Parties represent and warrant that any and all signatures appearing in this document are authorized on behalf of same.

- E. The Parties hereby agree that unless otherwise agreed upon by the Parties, the Developer anticipates this Development shall be commenced and constructed as detailed in Paragraph 12 hereinabove.
- F. It is expressly acknowledged and stated that this Agreement is entered into by the Town after action at a Public Meeting of the Town Council of the Town on the 6 day of AUGUST, 2025 by a vote of 7 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 Agreement.
- G. The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.
- H. Any Party entering into this Agreement represents and warrants that all authorization and entity authority has been provided to that Party, and that all actions have been taken and done to perform as contemplated by this Agreement. Furthermore, the Parties hereto represent and warranty that any and all signatures appearing in this Agreement are authorized on behalf of same.

IN WITNESS WHEREOF, the Town and Developer have entered into and executed this Agreement or caused the same to be properly executed as of the date hereinabove set forth.

DEVELOPER

**PINE CREST, INCORPORATED,
an Indiana Corporation,**

By:

Printed Name: Bob Gross
Title: Duly Authorized Representative

Attest for Bob Gross, by Nathan D. Vis, Vis Law, LLC:

Attest for Town of Cedar Lake, Indiana:

Jennifer N. Sandburg, IAMC, CMC, CPFIM,
Clerk-Treasurer

TOWN

TOWN OF CEDAR LAKE, LAKE

**COUNTY, INDIANA, A MUNICIPAL
CORPORATION**

Town Council President

EXHIBIT D

DESIGN STANDARDS & COVENANTS – PINE CREST MIXED USE PLANNED DEVELOPMENT

TABLE OF CONTENTS

Section 1:	Definitions
Section 2:	Use and Bulk Regulations
Section 3:	Purpose of Declaration and Property Subjected To Declaration
Section 4:	Permitted Uses
Section 5:	Lot Size
Section 6:	Maximum Building Area Lot Coverage
Section 7:	Minimum Front Yard
Section 8:	Minimum Side Yard
Section 9:	Minimum Rear Yard
Section 10:	Parking Area
Section 11:	Height Standards
Section 12:	Open Storage/Recreational Vehicle/Boat Storage
Section 13:	Design and Development Standards/Elements
Section 14:	Signage
Section 15:	Landscape Design
Section 16:	Infrastructure Elements
Section 17:	Stormwater
Section 18:	Easements
Section 19:	Utility Services
Section 20:	Lighting
Section 21:	Accessory or Main Buildings
Section 22:	Parking Spaces

Appendices:

- A. Pine Crest Incorporated ALTA Survey & Legal Descriptions (Exhibits A & B)**
- B. Development Plan (See Exhibit C for Timeline)**

The terms and provisions set forth herein shall be supplemented Project parameters and guidelines for the Pine Crest Mixed Use Planned Unit Development Project as follows, namely:

Section 1. Applicability of Ordinance.

A. Development of the Pine Crest Mixed Use Planned Unit Development Project shall be governed by (i) the provisions of the Town Zone Map Amendatory Ordinance for the Project applied for (hereinafter, the “PUD Ordinance”, and its Exhibits); and (ii) the provisions of Town Zoning Ordinance No. 1402, as amended from time to time, and as made applicable to a Planned

Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by the PUD Ordinance.

B. All provisions and representations of Town Zoning Ordinance No. 1402, as amended from time to time, that conflict with the provisions of this PUD Ordinance are hereby made inapplicable to the Real Estate, and shall be superseded by the terms of this PUD Ordinance.

Section 2. Definitions. Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in Town Zoning Ordinance No. 1402, as amended from time to time.

Section 3. PUD Development Plan. The PUD Development Plan, attached hereto as **EXHIBIT C**, is hereby incorporated in accordance with Chapter 9 of Town Zoning Ordinance No. 1402, as amended from time to time. The subject parcel shall be developed in substantial compliance with the PUD Development Plan.

Section 4. Permitted Uses. The commercial uses allowed in accordance with Chapter 7.4 of Town Zoning Ordinance No. 1402, as amended from time to time, and as set forth in the PUD Development Plan, shall be permitted.

Section 5. General Regulations. The standards of Chapter 9 of Town Zoning Ordinance No. 1402, as amended from time to time, shall apply to the development of the Project, except as otherwise modified herein.

Section 6. Development Standards. The standards and provisions of Chapter 10 of Town Zoning Ordinance No. 1402, entitled “Development Standards”, shall apply to the development of the Project, except as otherwise modified below, including the Town Subdivision Ordinance (No. 498) and appended Development Standards Manual, all as amended from time to time.

Section 7. Design and Architectural Standards. The design and architectural standards set forth in the PUD Development Plan, as set forth in attached **EXHIBIT C**, shall apply to the development of the District.

Section 8. Landscaping Standards. The Landscaping Requirements and Standards set forth in the PUD Development Plan shall apply.

Section 9. Infrastructure Standards. The PUD District’s infrastructure shall comply with Town Zoning Ordinance No. 1402 and the Town’s Subdivision Control Ordinance No. 498, as amended from time to time, unless otherwise approved by the Plan Commission in consideration of the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

Section 10. Lighting Standards. The lighting standards set forth in Chapter 14 of Town Zoning Ordinance No. 1402, as amended from time to time, shall apply to the development of the PUD District, except as otherwise modified or enhanced by the PUD Development Plan.

Section 11. Fence Standards. The fence standards set forth in Chapter 15 of Town Zoning Ordinance No. 1402, as amended from time to time, shall apply, except as otherwise modified or enhanced by the PUD Development Plan.

Section 12. Sign Standards. The sign standards set forth in Chapter 16 of Town Zoning Ordinance No. 1402, and as amended from time to time, shall apply to the development of the PUD District, except as otherwise modified or enhanced by the PUD Development Plan.

Section 13. Fees. The fee provisions set forth in Chapter 20 of Town Zoning Ordinance No. 1402, as amended from time to time, shall apply to the development of the PUD District, except as otherwise modified or enhanced by the PUD Development Plan, or as otherwise agreed upon between the Petitioner and the Town.

Section 14. Site Plan. Site Plan review is waived, except for final/further approval from Town officials/agents (engineer), as outlined in EXHIBIT C.

Section 15. Plan Commission Public Meeting Action. It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Plan Commission of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on September 20, 2023, wherein by a vote of (6) six in favor and (0) zero against, the AGREEMENT herein was directed to be made, and the President of the Plan Commission and the Town Plan Commission Recording Secretary, respectively, were directed to execute and attest said AGREEMENT.

Section 16. Town Council Public Meeting Action. It is expressly stated that this AGREEMENT is entered into after action at a Public Meeting of the Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the 2nd day of January, 2024, wherein by a vote of (7) _____ in favor and (0) _____ against, the AGREEMENT herein was directed to be made, and the President of the Town Council and the Town Clerk-Treasurer, respectively, were directed to execute and attest said AGREEMENT.

Section 17. Corporate/Entity Authority. The undersigned Person or Persons executing this AGREEMENT on behalf of Corporate Parties or other legal entities to this AGREEMENT, represent and certify that they are duly elected or appointed Officers or Representatives of said corporations or entities, and are fully empowered to execute and deliver this AGREEMENT, and that all necessary corporate or entity action for the making of this AGREEMENT has been taken and done.

DEVELOPER

Pine Crest Incorporated,

an Indiana Corporation

By:

Printed Name:

Duly Authorized Representative

Title:

TOWN

**TOWN OF CEDAR LAKE, COUNTY,
INDIANA,**

A MUNICIPAL CORPORATION

By:

Town Council President

Attest:

Jennifer N. Sandberg, IAMC, CMC,
CPFIM, Clerk-Treasurer

By:

John Kiepura
Plan Commission President

Attest:

Plan Commission Recording
Secretary

I. DEFINITIONS

Section 1.01. “Property” shall mean any real estate subject to the terms of these Restrictive Covenants.

Section 1.02. “Contractor” shall mean any individual, entity, business or corporation which performs work, repairs, or construction on any lot, property, or unit located within the PUD.

Section 1.03. “Developer” shall mean and refer to Pine Crest Incorporated, an Indiana Corporation, and its successors and assigns.

Section 1.04. “Development Area” shall mean the real estate described on **APPENDIX A** hereto with all improvements thereon.

Section 1.05. “Lot” shall mean a part of the Submitted Parcel, the size and dimensions of which are shown on the Plat and **APPENDIX A**.

Section 1.06. “Mortgage” shall include a deed of trust, as well as a mortgage.

Section 1.07. “Mortgagee” shall include a beneficiary or holder of a deed or trust, as well as a mortgagee.

Section 1.08. “Mortgagor” shall include the trustor of a deed of trust, as well as a mortgagor.

Section 1.09. “Municipality” shall mean the Town of Cedar Lake, Lake County, Indiana (also, the “Town”).

Section 1.10. “Owner” shall mean and refer to one or more persons or entities who hold the record title to the Lot, but excluding in all cases any Party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, the purchaser (rather than the fee owner) will be considered the Owner.

Section 1.11. “Person” means a natural person, a corporation, a partnership, trustee or other legal entity.

Section 1.12. “Plat” shall mean plat the Pine Crest Mixed Use Development, recorded in Plat Book ____, page ____, in the Office of the Recorder of Lake County, Indiana.

II. USE AND BULK REGULATIONS IN THIS PLANNED UNIT DEVELOPMENT

2.1 **Landscape Plan:** Landscape shall be provided in accordance with Chapter 13 of Town Zoning Ordinance No. 1402, as amended from time to time, , unless otherwise set forth within this PUD.

2.2 **Signage:** Signage shall be created and installed in accordance with Chapter 16 of the Town of Cedar Lake, Indiana, Zoning Ordinance No. 1402, as amended from time to time, unless otherwise set forth within this PUD.

2.3 **Lighting Plan:** Lighting shall be created and installed in accordance with Chapter 14 of the Town of Cedar Lake, Indiana, Zoning Ordinance No. 1402, unless otherwise enunciated within this PUD.

III. PURPOSE OF DECLARATION AND PROPERTY SUBJECTED TO DECLARATION.

3.1 To develop and construct quality mixed used commercial development, combining and allowing observed elements of B1, B2, B3, and All Resort uses in the Development, as to their emphasis and potential use in a marina style and related environment.

(a) The Developer seeks to provide upon the Property, through its planning and layout, the harmonious development of a commercial mixed use development by the imposition of these restrictions and easements, as hereinafter set forth, for the benefit of the Property and the Municipality.

(b) By the recording of conditions and restrictions set forth herein, and the reservation of certain powers contained herein, Developer intends to provide a plan for the development of Property which is intended to enhance and protect the values of the community.

(c) The Developer seeks to:

- (i) prevent improper use of Property which may decrease value;
- (ii) prevent improper construction of structures containing improper or unsuitable materials;
- (iii) ensure adequate and reasonable development of the Property;
- (iv) ensure uniform development of the Property and high design standards;
- and
- (v) provide for the highest quality environment for the Property, its owners and visitors.

IV. PERMITTED USES. (ALLOWED USES – B1 ZONE, B2 ZONE, B3 ZONE, AND RESORT ZONE)

As per the attached and incorporated plat, the PUD Zoning District herein shall allow following uses. (Uses are taken from existing Town of Cedar Lake Zoning Ordinance 1402, recognizing the uses as applied in a marina style environment).

The following listed uses are permitted within said PUD District parcel, provided the use does not violate any performance standards listed in the following or related sections. These allotted spaces are outlined and notated as follows, namely:

(a) Allowed business uses shall be those outlined in following:

Appliance Repair (marina related)
Appliance Store (marina related)
Business/Professional Offices (marina related)
Retail Business, which allows sale of merchandise within or without enclosed building
Sporting Goods Store
Recreational Vehicle Service Center/Station (marina related)
Recreational Vehicle Repair (marina related)
Recreational Vehicle Rental (marina related)
Parking Area Private
Recreational Vehicle Storage for third parties, both interior and exterior
Recreational Fuel Station
Private Development for Birthing, Protection, or Servicing of Recreational Boats, Yachts, Cruisers, Inboards, Outboards, and Sailboats
Commissary Facilities for the provision of food, beverages, and the like to be stored aboard boats or used in conjunction therewith
Retail Business to supply commodities for persons using facilities of resort zoning district, such as sale of boats, engines, and accessories, fishing equipment, bait and similar items
Restaurant, Lounge, Taverns, or Clubs (Use of property for this purpose would be limited in nature, intended towards boater traffic than vehicular traffic. Seating would be appropriately limited, if implemented, to coincide with an appropriate number of parking spaces.)
Resort use, including marina/recreational boating dock slip use and storage
All Chapter 7.4 Uses, for RS Planned Resort Zoning District
Any uses of similar nature and character to the uses described herein

Prohibited Uses:

- 1. Any use which emits an obnoxious odor, fumes, or sound which can be heard or smelled outside of any building. (This shall not preclude the operation of an appropriate Recreational Fuel Station in compliance with all municipal/state/federal regulations).**

Any other business which may be allowed by Town Code (including by Variance), shall be applied for and seek approval through the Cedar Lake Plan Commission or Board of Zoning Appeals, as is deemed appropriate by the Town.

V. LOT SIZE:

- (a) Lot size shall be as depicted on an approved Subdivision Plat.

VI. MAXIMUM BUILDING AREA LOT COVERAGE:

- (a) Lot building coverage shall be allowed a fifty percent (50%) building coverage area, on ground surfaces not including water, as per the approved Subdivision Plat.

VII. MINIMUM FRONT YARD (The Front Yard shall be the southwest property/subdivision plat boundary line, adjacent to West 147th Avenue and Lauerman Street):

- (a) The lot shall maintain a building distance of thirty (30') feet from the building line and street right-of-way. Any existing structures located on the lot or on the proposed site plan shall be exempt from this requirement.

VIII. MINIMUM SIDE YARD (The Side Yard shall be the Eastern edge adjacent to the former Railway right-of-way):

- (a) There shall be a side yard abutting any residential zoning district of a distance of twenty (20') feet for setback from construction of buildings, except for any existing structure. Side yard abutting a residential zoning district shall be effectively screened from abutting lots by strip of planting, not less than five (5') feet in ultimate width, such planting consisting of not less than fifty percent (50%) evergreen material, scattered throughout, whose initial height shall be no less than five (5') feet in height. The planting type shall consist of evergreens, spruce, pine or arborvitaes, which, when planted shall create a natural screening from adjacent areas. Plantings may occur in either a staggered or linear fashion, so long as total visibility width between plantings does not exceed fifty percent (50%) of the total dimensions of the side yard. (Visibility viewed from widest part of planting at time of installation).

IX. MINIMUM REAR YARD (The rear yard shall be considered to be the Northern most boundary of the property, adjacent to 146th Avenue)

There shall be a rear yard abutting residential zoning districts of a distance of twenty (20') feet for setback of construction of buildings. A rear yard abutting a residential zoning district shall be effectively screened from abutting lots by strip of planting, not less than five (5') feet in ultimate width, such planting consisting of not less than fifty percent (50%) evergreen material, scattered throughout, whose initial height shall be no less than five (5') feet in height. The planting type shall consist of evergreens, spruce, pine or arborvitaes, which, when planted shall create a natural screening from adjacent areas. Plantings may occur in either a staggered or linear fashion, so

long as total visibility width between plantings does not exceed fifty percent (50%) of the total dimensions of the rear yard. (Visibility viewed from widest part of planting at time of installation).

X. PARKING AREA/BOAT STORAGE AREA

Any parking or storage area may be constructed within five (5') feet of any residential district, provided there shall be a five (5') foot greenbelt area adjacent to said residential areas, effectively screened with no less than fifty percent (50%) evergreen material scattered throughout, whose initial height shall be not less than five (5') feet in height. The planting type shall consist of evergreens, spruce, pine or arborvitaes, which, when planted shall create a natural screening from adjacent areas. Plantings may occur in either a staggered or linear fashion, so long as total visibility width between plantings does not exceed fifty percent (50%) of the total dimensions of the side yard. (Visibility viewed from widest part of planting at time of installation).

Requirements of Chapter 12, Section D, Paragraphs 5, 9, 11, 13, and 15 (f), (h) and (i) are waived. Regarding 15(g) – lighting from marina shoreline and adjacent buildings, provided it illuminates parking area as designed by Developer engineer, may be considered sufficient parking lot lighting.

Parking and storage areas shall be comprised of either a hard surface comprised of asphalt, concrete, or semi-pervious pavers. Parking areas are to be constructed pursuant to the construction schedule as outlined within **EXHIBIT C**, which recognizes the development plan and improvements for the marina. Parties further recognize that a hardened surface is planned for the parking area adjacent to the marina's edge, post improvements to the seawall for the marina. Developer plans to maintain the existing aggregate surface adjacent to the marina's edge until completion of the updated seawall, and will excavate, upon receipt of appropriate DNR and related approval, marina sea bed. Prior to installation of parking lot areas, to assist with drainage and cooling of water running off of buildings and parking lots, Developer agrees to install a green vegetation filter barrier on the East side of the marina, between the marina and parking lot, as further detailed in **EXHIBIT C**. All parking areas adjacent to landscaping, screening, or vegetated buffer strips shall include parking stops/blocks.

Developer recognizes that the parking areas shall include appropriate ADA parking, including ADA accessibility to the anticipated boardwalk. Developer shall construct at least one (1) ADA pier for boat access, during the marina renovation process.

XI. HEIGHT STANDARDS

- (a) The maximum height standard of any building erected on the lot shall be no more than forty-two (42') feet in height, pursuant to an approved Developmental Variance by the Town BZA.

XII. OPEN STORAGE/RECREATIONAL VEHICLE/BOAT STORAGE

Open storage shall be automatically allowed for those uses outlined within this set of Covenants, both during and after the Development Plan time period. This includes, but is not limited to, recreational vehicles, truckers, trailers (if licensed/registered), equipment, forklifts, loaders, materials, supplies, stone, boats and recreational vehicles, and those recreational boats/ water vehicles and trailers awaiting service center repair. Recreational water vehicles/boats may be stored or parked located inside buildings or stored outside buildings. Parking areas shall be comprised of either asphalt, concrete, or hardened interlocking pavers which allow for drainage. Parking areas shall be developed in the timeline as outlined in **EXHIBIT C**, in conjunction with the development of the parking lot areas.

XIII. BUILDING MATERIALS

Building Materials: Building materials for the cold storage building may be comprised of steel frame and sheeting and spans to comprise the existing and future buildings.

XIV. SIGNAGE

Signage: All signs located within the Development shall be regulated by then-applicable Cedar Lake Town Zoning Ordinance, as amended from time to time, and all other rules and requirements, and shall conform to the following standards.

- a) Prohibited signs:
 - a. Signs that extend above highest point of roofline
 - b. Signs painted or mounted on exterior or rear wall of any principal building unless otherwise identified in following
 - c. Signs which contain blinking, pulsating, flashing or moving light
 - d. Neon lighting signs
- b) No sign shall be located to block or obstruct the vision of motor vehicle drivers for safe travel.
- c) All signs located on the main entry door or adjacent thereto the main entry door identifying the business name, hours of operation and address shall not exceed 6 square feet in total area.
- d) No sign shall be constructed or installed without proper permits and approvals granted by the Town of Cedar Lake.
- e) Signage attached to Commercial Units shall carry an information face and shall consist of metal or other material with backlighting.

XV. LANDSCAPE & BOARDWALK DESIGN & MAINTENANCE STANDARDS

The minimum landscape standards for the PUD shall include landscape installations as further detailed in this PUD Development Plans. Chapter 13, Section H of parking lot/storage area

interior requirements are hereby waived of the listed requirements. Chapter 13, Section I maintenance requirements shall apply.

- i. **Northern & Eastern Edge Landscaping:** The Northern and Eastern Edge Landscaping of the Development, shall be comprised of those materials and layout as site described in Articles VIII and IX as outlined herein.
- ii. **Eastern Edge of Marina:** It is anticipated that the marina area shall be dredged with sidewalls of the marina to be excavated to allow the installation of vinyl sea wall structures. Prior to these improvements, along the Eastern edge of the marina, there shall be maintained, within fifteen (15') feet of the marina's edge, a green space planting bed area of grass (no less than five (5') feet in width), which shall be placed as outlined in **EXHIBIT E**. This shall serve as a natural water runoff filter area, prior to water shedding across the property into the marina. Upon completion of the marina sea wall infrastructure, within fifteen (15') feet of the marina sea edge, on the Eastern side of the marina, a natural planting area of native grasses shall be planted, no less than five (5') feet in width, which shall be installed as outlined in **EXHIBIT E**. This natural planting area shall be constructed and planted within one hundred (100) days of the completion of the sea wall on the Eastern edge of the marina (unless delayed due to untimely completion of the sea wall during winter months).
 - a. **A non-woven geotextile fabric shall be placed around the engineered soil strata related to the vegetated filter strip. A four (4) inch socked and perforated drain tile shall be placed in the bottom of the filter strip, with proposed invert elevations provided to show it will have a positive slope. Outlets shall be provided in proposed seawall to allow for filtered stormwater to enter Cedar Lake (strip be slightly notched to catch stormwater). Filter strip to receive routine maintenance and require an operations and maintenance manual at site plan approval.**
- iii. **Pedestrian Walk Way Surrounding Marina:** Upon completion of the construction of the sea wall infrastructure of the marina, the Developer shall be allowed to implement and install a pedestrian walk way, adjacent to the seawall, in between the sea wall and the filter area described above. This walkway may be comprised of materials which allow for safe pedestrian travel along the edge of the marina.
- iv. **Marina Dock Structures:** Upon the completion of the construction and installation of seawalls as outlined herein, Developer shall be allowed to install docks and piers within the waters of the Marina, attached to the shoreline and the seawalls, comprised and to be constructed with industry standard materials.

XVI. INFRASTRUCTURE ELEMENTS

The PUD Project Property infrastructure shall comply with the Town Zoning Ordinance No. 1402, as amended from time to time, and Town Subdivision Control Ordinance No. 498, as amended from time to time, unless otherwise approved by the Plan Commission in consideration

of the preservation of the natural topography and environment, and in consideration to the unique design and intent of the District.

XVII. STORMWATER

Minimum Storm Water Standards for the PUD shall meet Town of Cedar Lake standards as required from the Building Department and Plan Commission and as found in Town Ordinance No 1218, and appended Stormwater Technical Standards Manual, as amended from time to time. This shall include the following:

- (a) The on-site storm water collection system shall be designed to respect the natural drainage patterns of the site and related properties. Inlets, catch basins, and manholes shall be generally located to collect storm water along specified areas of the property to enable the grading plan of the development and to be allowed direct discharge into Cedar Lake or adjacent waterways/harbor area.
- (b) Locations of Inlets, Catch Basins and Manholes will be positioned to avoid main pedestrian walk routes, trash enclosures and main building entrances.
- (c) Storm Sewer collection system piping shall be made of either Reinforced Concrete Pipe (RCP), Poly Vinyl Chloride (PVC), or High Density Poly Ethylene (HDPE).
- (d) Building roof drains and footing drains may not be connected directly to Cedar Lake.

XVIII. EASEMENTS

Easements for public and related utilities shall be preserved as outlined according to the areas designated by the Town Zoning Ordinance and the Town Subdivision Control Ordinance, and as further outlined in APPENDIX B and APPENDIX C.

XIV. UTILITY SERVICE

All development within the PUD shall be serviced with Public Utilities from the Town of Cedar Lake. Specifically, the development will be provided with the following utilities and associated utility service providers:

Utility Type	Utility Service Company
Sanitary Sewer	Town of Cedar Lake Sewer Utility
Storm Water	Town of Cedar Lake Storm Water Utility
Water	Developer owned well
Electric	NIPSCO
Gas	NIPSCO
Communication	TBD
Communication	TBD

- (a) **Sanitary Sewer Service** for the commercial development shall be serviced by connecting to an existing Sanitary Sewer Service provided by Cedar Lake.
 - a. All Sanitary Sewer Service shall be platted in public utility easements and be dedicated to the Town of Cedar Lake's Sewer Utility for ownership and maintenance. All public utility easements shall be a minimum of twelve (12') feet in width and shall be located that provide the Utility immediate access for maintenance. All Sanitary Sewer Service shall meet Cedar Lake Sewer Utility specifications.
 - b. All Sanitary Sewer Service connecting buildings to the Sanitary Sewer Lines shall be owned and maintained by the ownership entity of the building that it serves. The Sanitary Sewer Service Lines shall meet the Cedar Lake Sewer Utility specifications.
- (b) **Water Service** for Domestic use by the Developer shall be serviced by the well located on the PUD property. Developer agrees, should service become available to tie into a potable water line offered by the Town, so long as it is adjacent to the property line, to connect to same within one (1) year of written notice of this availability.
- (c) **Electric and Gas Service** shall be provided by NIPSCO and coordinated with said Company, or its assignee.
- (d) **Communication Lines** – room for communication shall be maintained in general easement areas and coordinated with communication companies at the discretion of involved owners or tenants.

XX. LIGHTING

Marina Lighting (Area comprising the areas within fifteen (15') feet of the marina sea wall edge, the marina parking area, and the retail parking): Site lighting shall be decorative in nature and consistent with the architectural design standards as being utilized by the Town of Cedar Lake, as found in Chapter 14, Section L, of Cedar Lake Code, and as deemed sufficient lighting by Town Engineer.

Boat Storage Building and Boat Storage Area Lighting: Minimal security lighting to illuminate the northern and eastern edge of the Boat Storage Building and the Boat Storage Area ("Site Areas") shall only be required, so as to minimize light displacement into adjacent residential neighborhoods and for security purposes at Developer's engineer discretion. This lighting may be affixed to the Boat Storage building. Lighting plans for Boat Storage Building and Boat Storage Area are to be submitted with engineering plans for the Boat Storage Building Permit application.

Common Requirements:

- a) All exterior lighting shall be designed and constructed to direct light away from adjacent properties unless otherwise indicated above.

- b) All exterior lighting shall be arranged and designed with a common light fixture type and with a variety of heights based upon system use.
- c) Parking areas shall be adequately lighted for the safety of pedestrian and vehicle movements.
- d) Decorative wall mounted or ground mounted lighting may be used on building fronts visible to street or parking areas to illuminate buildings and architectural features.

E

XXI. ACCESSORY OR MAIN BUILDINGS

Buildings constructed within this PUD may be constructed of metal and post-building types of constructions.

XXII. PARKING SPACES

The minimum number of off-street parking spaces shall be those allowed, as per the attached **EXHIBIT E**. The parking schedule applied to the 100'x150' ft. cold recreational vehicle storage facility shall be exempt from parking space requirement allotment.

XXIII. LOT IMPROVEMENTS

The Developer anticipates continued improvements to the Marina and related areas. The phasing of these improvements are anticipated to be: 1) Construction of Boat Storage Building; 2) Marina sea wall improvements; 3) Marina pier improvements; 4) Marina board walk improvements; 5) One Story Frame Commercial Building Expansion; and 6) Marina Boat Loading Area expansion.

XXIV. FENCING

Fencing shall be required along the northern, eastern and southern end of the property, either in its present condition, or, when replaced, with that as allowed by applicable Town Code.

Eastern & Northern Edge: The Developer may continue the use and installation of a chain link fence, which may be located on the Eastern and Northern Edge of the Lot.

Southern Edge: The Developer may continue the use and installation of a chain link fence, which may be located on the Southern Edge of the Lot, to be located between the edge of the roadway and the adjacent commercial buildings or edge of the marina/marina boardwalk. Developer may choose to replace this chain link fence with a similar style fence or wrought iron ornamental fence, no less than five feet in height and no greater than seven feet in height. (Chapter 15, Section 15.2 shall not apply).

The requirement for an opaque fence six (6') feet in height surrounding the Lot is waived.

Verified and Approved this the ____ day of _____, 2024.

By: Pine Crest Incorporated, an Indiana Corporation

By:


Bob Gross, Authorized Member

Attested:


Nathan D. Vis, Vis Law, LLC Date

DVG
TEAM INC.

1155 Trouwain Road
Cincinnati, OH 45207
P: (513) 682-7710
F: (513) 682-2740
www.dvgteam.com

GLEN E. BOREN, P.S. NO. 157000006

[illegible]

DATE	REVISIONS AND NOTES

POD



September 15, 2023

Town of Cedar Lake
7408 Constitution Avenue
P. O. Box 707
Cedar Lake, Indiana 46303

Attention: Plan Commission

Subject: Pine Crest Marina PUD
Preliminary Plat/PUD Review #2
(CBBEL Project No. [REDACTED])

Dear Plan Commission Members:

As requested, Christopher B. Burke Engineering, LLC (CBBEL) staff has reviewed the preliminary plat and PUD documents associated with Pine Crest Marina located northwest of Huseman Street and 147th Avenue in the Town of Cedar Lake, Indiana (Town). The improvements include parking areas, existing buildings, a proposed storage building, vegetated filter strip and landscaping. Information was submitted by Vis Law, LLC (Vis) and DVG Team, Inc. (DVG) and were reviewed for compliance with the Town of Cedar Lake's (Town) Subdivision Ordinance (No. 498), Zoning Ordinance (No. 1402), Lighting Ordinance (No. 1264), Floodplain Ordinance, Stormwater Ordinance (No. 1218), and associated standard engineering methods. It is our understanding that NIES Engineering is completing detailed reviews for sanitary and potable water systems for the development.

CBBEL received the following items to review:

- CBBEL letter dated August 24, 2023, marked up with notes.
- Exhibit C, Development Agreement, prepared by Vis Law, dated August 20, 2023.
- Exhibit D, Design Standards & Covenants – Cedar Lake Railside PUD Mixed Use District, prepared by Vis Law, dated August 30, 2023.
- Plat of Survey (2 Sheets), prepared by V3, dated April 6, 2023.
- "Pine Crest Multi Use PUD", prepared by DVG, dated August 30, 2023.
- "Pinecrest Mixed Use District Plan of Development (1 Sheet)", prepared by DVG, dated July 2023. Not revised.

CBBEL reviewed the submitted items and offers the following comments for the Applicant to address:

General

1. **Noted.** The Applicant should be aware that the building and any fill operations will be subject to the Town Floodplain Ordinance and FEMA Technical Bulletin 10-01 requirements. **This will remain a contingency of approval.**

EXHIBIT F

2. **Noted.** Either a FEMA Letter of Map Amendment (LOMA) should be obtained if the existing building area is above the Base Flood Elevation (BFE) or a Letter of Map Revision – Based on Fill (LOMR-F) should be obtained. **This will remain a contingency of approval.**

Development Agreement/PUD Ordinance

1. Addressed.
2. **Noted and for Plan Commission consideration.** Exhibit C, Section 15. The following substantive deviations from Town Ordinances are the following:
 - a. No sidewalk to be installed within the subdivision or within the frontages of adjacent public rights-of-way.
 - b. No improvements to the public right-of-way associated with Lauerman Street and 147th Avenue. The Applicant has also requested that the existing roadway will not encroach further north in the future.
 - c. No public lighting improvements along the public rights-of-way.
3. Addressed.
4. Addressed.
5. Addressed.
6. Addressed.
7. Addressed.
8. Addressed.
9. **Not Addressed.** Exhibit D, Section X. Waiver of specific parking requirements is not recommended in combination with the number of uses the Petitioner has requested. Proposed uses noted in this document require substantially more parking than others. **There are still significant parking waiver requests noted in the updated documents.**
10. Addressed.
11. Addressed.
12. Addressed.
13. Addressed.

Preliminary Plat

1. **Partially Addressed.** County GIS shows the triangular parcel east of 45-15-34-402-007.000-014 is included in the proposed subdivision limits. However, it is excluded from this plat's limits. **The Applicant should clarify how this parcel will be handled at County.**
2. Addressed.
3. Addressed.
4. **Not Addressed.** The Lauerman Street right-of-way should be noted as herby dedicated. We recommend an additional 5 ft. be dedicated through the parcel frontage.
5. Addressed.
6. **Partially Addressed.** No drainage or utility easements are noted on the plat, but provisions are provided. Either easements should be shown or the provisions should be removed. **The fronting utility easement should be 12 ft. to meet the Town minimum easement width.**
7. Addressed.
8. **Not Addressed.** The proposed lot address should be noted on the plat.

Development Plan

1. Addressed.

EXHIBIT F

2. Addressed.
3. **Not Addressed.** Additional grades should be provided that show drainage patterns throughout the site. **The Applicant has included a general note on the development plan stating that no storm sewer will be required. However, no existing or proposed grading outside of edges were provided to support this note.**
4. Addressed.
5. **Partially Addressed.** A 4-inch socked and perforated drain tile shall be placed in the bottom of the filter strip. Proposed invert elevations should be provided for the drain tile to show it will have positive slope. Outlets should be provided in the proposed seawall to allow for filtered stormwater to enter the lake. We recommend that the strip be slightly notched to catch stormwater prior to entering the lake.

The filter strip should receive routine maintenance to ensure its benefits are maintained into perpetuity. An Operations and Maintenance Manual will be required at site plan approval. **The requirement of the O&M Manual should be noted in the development agreement or development plan.**

6. Addressed.
7. Addressed.
8. **Partially Addressed.** The entrance off Lauerman Street/147th Avenue should conform to a commercial drive approach (8" PCC/6" Agg.). **The drive apron east of the shown approach should also be concrete.**
9. Addressed.
10. Addressed.
11. Addressed.
12. **Addressed.** A parking schedule shall be provided on this plan. Typical parking dimensions and ADA parking space locations shall be provided. **This will be further reviewed once a formal site plan is provided, prior to building permit issuance.**

The Applicant should be aware that with the additional information requested being submitted, additional comments could arise. **To expedite future reviews, the Applicant should include a comment-response letter with future submittals.** All improvements shall be constructed in accordance with the Town's Development Standards and all applicable Town, County, State and Federal regulations. The Applicant is required to obtain all Town, County, State and Federal permits required for the construction of this project.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,



Donald C. Oliphant, PE, CFM, CPESC
Town Engineer

cc: Town Manager (via email)
Planning Director (via email)
Director of Operations (via email)
Building Administrator (via email)
Town Attorney (via email)
Nathan Vis (via email)
Jack Huls, DVG – McAlpine (via email)

P:\Cedar Lake\060016 Town Engineer\217\L060016.00217_Pinehurst Marina_091523.docx

Mr. Frank Lewindowski, 13701 Lauerman Street, commented there needs to be fair and even representation and right now we do not have that. Mr. Lewindowski discussed a Board member being voted off the Plan Commission.

Mr. Tom Gregor, 60008 West 146th Avenue, asked if TIF could be defined. Mr. Foreman explained what a TIF is.

Mr. Kiepura closed the public portion of this hearing.

Ms. Abernathy stated the review is completed and Mr. Austgen is in receipt of comments and responses.

Mr. Foreman commented this is a preliminary plan and it is a ten-year project and Engineering should move forward.

A motion was made by Mr. Foreman and seconded by Mr. Sharpe to send a favorable recommendation to the Town Council for the Lakeside South Rezone from R-1 and Agricultural to Planned Unit Development and contingent upon verification of legal, as well as, the September 19, 2023 Letter from Christopher B. Burke Engineering for Motion passed by roll-call vote, 4-Ayes to 2-Nays:

Mr. Carnahan	Aye
Mr. Foreman	Aye
Mr. Hunley	Nay
Mr. Sharpe	Aye
Mr. Parker	Nay
Mr. Kiepura	Aye

2. Pine Crest – One Lot Subdivision & Rezone

Owner: Pine Crest Incorporated, C/O Vis Law, 12632 Wicker Avenue, Cedar Lake, IN 46303

Petitioner: Nathan D. Vis, 12632 Wicker Avenue, Cedar Lake, IN 46303

Vicinity: 8504 West 146th Avenue, Cedar Lake, IN 46303

Mr. Kiepura stated the next order of business is for a One Lot Subdivision & Rezone from Resort to Planned Unit Development (PUD). Mr. Austgen advised legals are in order, but any action taken will need verification.

Mr. Nathan Vis, Vis Law on behalf of Pine Crest Incorporated, stated there were a few minor details, but we now have a proposed Planned Unit Development. This proposal is located at the southern end of the lake near the marina where Pine Crest is located. They are looking to consolidate to have a boat storage building. The phasing of this project is in good order, but there was a concern about the drainage, as well as, the entry/egress way and this was addressed with the Engineers prior to this meeting. The Development Agreement has existing uses for both storage and maintenance and these uses can continue as we phase out the proposed development. There is a final Site Plan and we spoke with staff and there was a request to waive any future Site Plan reviews before this Board due to specificity. We would not waive any continuing obligation to continue to work with the Town Engineer and staff with any future Site Plan review that would be needed. The Planned Unit Development Agreement clarified there was a variety of proposed uses such as appliances for boats, appliance repair, business professional offices, and marina emphasis that could be located on this particular piece of property.

Mr. Oliphant commented we issued a letter on September 15, 2023, and the remaining comments are minor. Some of the comments that were added prior to meetings for waivers is the Petitioner is asking for are no sidewalks to be installed, improvement of the public right-of-way in their frontage and no public lighting improvements in the public right-of-way. This is a unique parcel and it is space within their own right-of-way before it gets into the marina itself. Any anticipated improvements through there will be difficult.

Mr. Kiepura asked if there were any remonstrators for or against Pine Crest Marina.

Mr. Carl Springer, 7326 W. 143rd Avenue, commented on this development, what is going to be on this parcel. Mr. Oliphant commented there will be a boat storage building with a future ability to create a small building off of the frontage. Mr. Springer commented this will be utilized as a business and why is it going to be re-zoned, because we do not want to add to any safety issues with traffic. Mr. Oliphant commented there will be a larger frontage.

Mr. Robert Phillips, 14620 Huseman Street, commented he doesn't understand why this has to be re-zoned for business because it is a business. It will run through his backyard. Mr. Kiepura commented the marina section is being re-zoned.

Mr. Kiepura closed the public portion of this hearing.

Ms. Abernathy stated Mr. Vis, Mr. Austgen and myself went over the PUD Agreement and it was re-submitted, but I have not had a chance to review all of it. Any recommendations would be with legal and staff review. Mr. Austgen commented it was substantial business documents, Ordinance Covenants, and Agreement.

Mr. Austgen advised the provision should be for legal, staff and party agreement on the final verbiage. The concepts are covered and the waiver of sites approval is a policy call. The proposed uses are identified as items one through six in the Agreement. The item of approval on the Site Plan has historically been for business improvement vested by you and if it is appropriate to identifying it. This is a substantial waiver. Mr. Parker asked is this going to be contingent on that. Mr. Austgen stated it isn't contingent on the finalizing of the importance in the document. Mr. Parker asked are we are looking for legal review, staff review and the legal understanding. Mr. Austgen responded in the affirmative.

Mr. Oliphant stated it will also be contingent on our letter dated September 15, 2023.

Mr. Vis commented there are a couple of clarifications. There is an item in Mr. Oliphant's letter that requested an easement of approximately 12-feet for Nipsco running in front of Lauerman and we would request this be reduced to 10-feet. There was a suggestion in the letter that asked for an additional 5-feet of right-of-way North along Lauerman and it was indicated there isn't a lot of room where we are proposing to put ornamental lights, as well as, or ornamental fencing long term. We are comfortable without it, but that is a policy call. Discussion ensued.

Mr. Vis stated there is a triangular area that dips into the channel and that is a right-of-way that the Town maintained from when there was a railway that used to loop right next to the lake from a century ago. That should have been cleaned up a long time ago. We had discussed that we go through a process with the Town Council that they would remit that back to the two adjacent land owners, and after speaking with Mr. Austgen, he indicated due to the minor area that we are talking about, he would recommend to

the Board and to the Council to do a quick claim of that triangular piece that juts out into the marina shore from the Town to the client. In return, we would obtain an easement should the Town need to access the channel.

Mr. Hunley commented Pine Crest has been a business in the Town for years and has worked hard maintaining the lake.

A motion was made by Mr. Parker and seconded by Mr. Hunley to send a favorable recommendation to the Town Council for a Rezone from Resort to Planned Unit Development contingent on legal review, staff review, legal verbiage, letter of September 15, 2023, Engineering comments and concerns, and recommending a quick claim deed of the triangle parcel and an easement in return. Motion passed unanimously by roll-call vote:

Mr. Carnahan	Aye
Mr. Foreman	Aye
Mr. Hunley	Aye
Mr. Sharpe	Aye
Mr. Parker	Aye
Mr. Kiepura	Aye

A motion was made by Mr. Parker and seconded by Mr. Foreman to approve this Preliminary Plat with the same contingencies as the Planned Unit Development. Motion passed unanimously by roll-call vote:

Mr. Carnahan	Aye
Mr. Foreman	Aye
Mr. Hunley	Aye
Mr. Sharpe	Aye
Mr. Parker	Aye
Mr. Kiepura	Aye

3. 2023-17 – Yonk’s Way – Final Plat

Owner/Petitioner: L & L Capital Assets LLC, PO Box 2010, Cedar Lake, IN 46303

Vicinity: 13310 West 133rd Avenue, Cedar Lake, IN 46303

Mr. Kiepura stated the next order of business is for a petition requesting the Final Plat for a Two Lot Subdivision.

Mr. Jack Huls, DVG, representing L & L Capital Assets LLC, stated this is for a Final Plat request. Prior to hearing the Final Plat, we made a request at the work session earlier this month regarding the surety and we would like to get a motion regarding the Final Plat.

Mr. Kiepura commented they want a Performance Bond instead of a Letter of Credit for the same amount.

Mr. Austgen stated that was the request and was dialogued at the work session. Since 1989, the Ordinances with this Town has required Letter of Credit or cash, most of which has to do with protecting the Town and he understands why Mr. Huls is asking. It is the Board’s decision to wave this decision, but to have something specific as to the reason why, so we can distinguish this action in the future.

EXHIBIT H



Town of Cedar Lake

Department of Planning, Zoning and Building
7408 Constitution Avenue, P.O. Box 707, Cedar Lake, IN 46303
Tel: (219) 374-7400 Fax: (219) 374-8588
www.cedarlakein.org

*OFFICE USE ONLY

DOCKET NO. [REDACTED]

FILING FEE [REDACTED]

RECEIPT NO. [REDACTED]

PLANNING APPLICATION

PROPERTY ADDRESS:

8504 W 146th Ave Cedar Lake

ZONING B-200

TAX KEY NUMBER(S):

45-15-34-402-CED 000-014

PETITIONER(S) INFORMATION

NAME:

N. R. Davis

Phone:

219 330 4535

ADDRESS:

12632 Wicker Ave

Alt. Phone:

CITY, STATE, ZIP:

Cedar Lake IN 46303

Email:

ndavis@cedarlakein.com

OWNER(S) INFORMATION

NAME:

Pine Crest Incorporated

Phone:

ADDRESS:

c/o N. R. Davis

Alt. Phone:

CITY, STATE, ZIP:

Email:

REQUEST (check all that apply):

SUBDIVISION:

☒ Preliminary Plat☒ Final Plat☒ REZONE☐ PUBLIC WAY VACATION☒ CONCEPT PLAN☐ SITE PLAN☐ PUD AMENDMENT

DESCRIBE THE REQUEST:

See attached

I (We), the undersigned, now state that the information contained in this application and all attached exhibits are true and correct to the best of my (our) knowledge.

Signature(s) of Owner(s)

Robert E. Davis

Signature(s) of Petitioner(s)

[Signature]

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Subscribed and sworn to before me on this 30 day of
September, 2022.

Notary Public

My Commission expires:

4/14/2023

RACHEL M PHIPPS
Notary Public - Seal
Lake County - State of Indiana
Commission Number 672949
My Commission Expires Sep 14, 2023

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Subscribed and sworn to before me on this 30 day of
September, 2022.

Notary Public

My Commission expires:

4/14/2023

RACHEL M PHIPPS
Notary Public - Seal
Lake County - State of Indiana
Commission Number 672949
My Commission Expires Sep 14, 2023

INTERGOVERNMENTAL AGREEMENT
between the
COUNTY OF WILL
and
TOWN OF CEDAR LAKE, IN.

This intergovernmental agreement is entered into between the County of Will, a body corporate and politic and the Town of Cedar Lake; said governmental Town of Cedar Lake desires to enter into an agreement for the County of Will to provide communications system access to the Town of Cedar Lake through the facilities of the County of Will, specifically the Will County owned and operated 800 Mhz county-wide radio system for the purpose of interoperable communications.

AUTHORITY:

This agreement is entered into by the parties pursuant to the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

TERMS:

This agreement shall commence upon final signature and will continue in perpetuity. This agreement supersedes and replaces any and all previous agreements between the parties as they pertain to the use of the County of Will's 800 Mhz county-wide radio system.

1. PARTICIPATION

- 1.1 Commencement Date: Participation under the terms expressed in this agreement commences only upon the signed agreement of all parties involved.
- 1.2 Term: Participation shall continue in perpetuity, or at until such time as either the County of Will or the Town of Cedar Lake withdraws from the terms of the agreement.
- 1.3 Withdrawal: Participants may elect to withdraw from further participation. The withdrawal shall be effective 180 days after the postmark on the Notice of Termination sent by registered or certified mail to the chief executive officer of the non-withdrawing participating entity.
- 1.4 Adequate Appropriation: All obligations of the County of Will are conditional upon sufficient appropriation of funds by the Will County Board.

2. EQUIPMENT AND STANDARDS

- 2.1 It is the responsibility of the Town of Cedar Lake to purchase and utilize equipment compatible with the County of Will 800 MHz radio system.
- 2.2 The County of Will reserves the right to approve or disapprove the final selection and utilization of the above referenced equipment.
- 2.3 The County of Will reserves the right to limit the quantity of equipment that the Town of Cedar Lake may activate in order to preserve the operational integrity of the County of Will 800 MHz radio system.
- 2.4 Town of Cedar Lake shall be responsible for radio configuration and programming of its equipment necessary to access the County of Will 800 MHz radio system, but the Will County Radio System Manager, as agent for the County of Will, shall verify and confirm proper configuration and programming, and may assist in that endeavor.
- 2.5 It is the responsibility of the Town of Cedar Lake to ensure that all radio equipment programmed to operate on the County of Will 800 MHz radio system follows the parameters specified in Attachment A.
- 2.6 System access will not occur until the Town of Cedar Lake has accomplished training in the use of equipment, said training to be provided by the County of Will or its designee.

3. SERVICES OFFERED

3.1 Services offered by the County of Will

- 3.1.1 Access to shared 800 Mhz talk groups, as defined in Attachment A.
- 3.1.2 Will County will perform a system audit of Town of Cedar Lake user activity at the request of the Town of Cedar Lake for a fee.

3.2 Compensation provided by Town of Cedar Lake

- 3.2.1 The Town of Cedar Lake will pay no monthly access for utilization of the County of Will 800 MHz radio system for the purpose of interoperable communications.
- 3.2.2 No compensation is required for utilization of the shared 911 talk group.

3.2.3 No compensation is required for utilization of the DISASTER talk groups.

3.2.4 No compensation is required for utilization of the MUTUAL AID talk groups.

3.3 Terms of Service

3.3.1 The Town of Cedar Lake agrees to abide by FCC and other applicable rules and standards regulating the use of public safety communications.

3.3.2 The Town of Cedar Lake agrees to abide by the policies and procedures established by the Will County Radio System Manager.

3.3.3 The Town of Cedar Lake understands and agrees that priority status on the system is delegated to public safety entities. Therefore, temporary service interruptions due to system queuing may be experienced during periods of system saturation due to priority traffic.

4. GRIEVANCES

For the purpose of this agreement, a grievance is defined as any difference; complaint or dispute between the parties involved relating to the communications access provided to the Town of Cedar Lake by Will County. Grievance resolution shall be made in accordance with the following steps:

4.1 The Will County Radio System Manager and the Town of Cedar Lake will attempt to arrive at a mutually acceptable solution.

4.2 Should the Town of Cedar Lake Designee and Will County Radio System Manager not be able to come to resolution, the grievance will be forwarded to the Will County Emergency Management Agency Director.

4.3 The Will County Emergency Management Agency Director will review the grievance and recommend the resolution to the grievance. The decision and resolution put forth by the Will County Emergency Management Agency Director shall be final, binding, and conclusive.

5. INTERRUPTION OF SERVICE

The County of Will assumes no liability for any damages caused by an interruption or suspension of services which prohibits the Town of Cedar Lake from receiving or sending communications via Will County equipment or 800 Mhz county-wide radio system. Further, Will County will not assume liability for any degradation of Town of Cedar Lake service during a period of interruption or suspension due to radio equipment failure.

6. CIVIL LIABILITY

The Town of Cedar Lake hereby agrees to indemnify and hold harmless the County of Will, any Will County employee, agent or contractor, from any and all claims and litigation alleging damage to property, personal injuries, death, or other legal claim resulting from the activities undertaken by the Town of Cedar Lake under the terms of this agreement.

7. LIMITED RESPONSIBILITY

7.1 Under the terms of the agreement, Will County does not assume responsibility for dispatching Will County or Town of Cedar Lake personnel in response to calls or requests for assistance directed to the Town of Cedar Lake.

7.2 Any and all governmental and public complaints regarding service under the terms of this agreement shall be directed to the Radio System Manager and the Town of Cedar Lake.

7.2.1 Review and resolution shall follow the same procedure specified under the “Grievances” portion of this agreement.

7.2.2 Documentation of the examination of the complaint must be prepared and signed by all representatives involved in determining resolution of the complaint.

8. A PUBLIC CONTRACT

The participants agree and understand that certain federal and Illinois statutory and administrative requirements may apply to this intergovernmental agreement. The participants agree that any and all applicable provisions relating to public contracts are intended to be and are hereby incorporated by reference. Each party will provide, upon written request by the other, written certification of compliance with any statutory or administrative requirement applicable to this agreement. Any certifications so issued by any party shall be deemed part of this agreement.

9. RECORDS

The parties to this agreement shall maintain, for a minimum of five years after the completion of this agreement, adequate books, records and supporting documents to verify the funds available for payment under this agreement, the funds actually issued and/or received by each party, receipts and records concerning the uses and/or deposits of all disbursements passing in conjunction with this agreement.

10. AGREEMENT

The parties hereto have caused this interagency agreement to be executed on this day and year as set forth below.

TOWN OF CEDAR LAKE

COUNTY OF WILL

Nicholas A. Recupito

Name

Town Council President

Title

Date

Date

Attachment A:

All radio equipment operating on the County of Will 800 MHz radio system is required to follow the parameters detailed below:

- All users shall include the “911 Emergency” talk group in each trunked zone of their subscriber equipment. It is recommended that it be the last talk group in each zone. However, each agency will have the discretion on where to place the talk group in the zone to meet their individual needs.
- All subscriber equipment programmed with the “WILLWARN” talk group shall program as receive only. Exceptions may be made at the discretion of the Will County Radio System Manager.
- If an agency uses the emergency button function, the subscriber equipment must be programed to alarm on a talk group that is monitored 24 hours/day. Law Enforcement agencies shall use their primary dispatch talk group. Fire Service agencies shall use their primary dispatch talk group. All other users shall use the “911 Emergency” talk group.
- All Law Enforcement agencies shall include the “CW POLICE” talk group in their subscriber equipment.
- All Fire Service agencies shall include the “CW FIRE EMS” talk group in their subscriber equipment.
- All Emergency Management agencies shall include the “CW EMA1” and “CW EMA2” talk groups in their subscriber equipment.
- All Transportation/Road District/Public Works agencies shall include the “CW PW HWY” talk group in their subscriber equipment.
- All member agencies of the Three Rivers Manufactures’ Association shall include the following talk groups in their subscriber equipment:
 - RIVER IC
 - RIVER 1
 - RIVER 2
 - RIVER FIRE
 - RIVER POLICE
- Users may program other agency specific talk groups in their subscriber equipment, so long as both agencies agree and it is documented in a written, signed agreement. The Will County Radio System Manager shall be provided a copy of the signed agreement.

Attachment A:
(continued)

- Public Safety Agencies that support the operations of the Three Rivers Manufacturers' Association may optionally program the following talk groups in their subscriber equipment with the approval of the Will County Radio System Manager.
 - RIVER IC
 - RIVER 1
 - RIVER 2
 - RIVER FIRE
 - RIVER POLICE
- The following talk groups are RECEIVE ONLY. Requests to transmit on these talk groups will be considered on a case by case basis by the Will County Radio System Manager.
 - Will County EMA VHF Repeater Patch
 - IFERN Patch
 - ISPERN Patch
- For interoperability, all users shall program their subscriber equipment with the Disaster Zone and the BC – BI conventional interoperability zones as listed below (users with 800 MHz only subscriber equipment shall only be required to program the Disaster Zone and the BC Zone):

DISASTER	Zone BC	Zone BD	Zone BE	Zone BF	Zone BG	Zone BH	Zone BI
DSASTR1	8CAL-90D	7CALL50D	7MOB59D	7CALL70D	7MOB79D	7FTAC1D	7MTAC9D
DSASTR2	8TAC-91D	7TAC51D	7MOB59D	7TAC71D	7MOB79D	7FTAC2D	7NTAC10D
DSASTR3	8TAC-92D	7TAC52D	7LAW61D	7TAC72D	7LAW81D	7FTAC3D	7NTAC11D
DSASTR4	8TAC-93D	7TAC53D	7LAW62D	7TAC73D	7LAW82D	7GTAC4D	7NTAC12D
DSASTR5	8TAC-94D	7TAC54D	7FIRE63D	7TAC74D	7FIRE83D	7GTAC5D	7MTAC9
DSASTR6	8CAL-90	7TAC55D	7FIRE64D	7TAC75D	7FIRE84D	7LTAC6D	7NTAC10
DSASTR7	8TAC-91	7TAC56D	7MED65D	7TAC76D	7MED86D	7LTAC7D	7NTAC11
DSASTR8	8TAC-92	7GTAC57D	7MED66D	7GTAC77D	7MED87D	7LTAC8D	7NTAC12
DSASTR9	8TAC-93	7CALL50	7MOB59	7CALL70	7MOB79	7FTAC1	7NTAC12
DSASTR10	8TAC-94	7TAC51	7MOB59	7TAC71	7MOB79	7FTAC2	7NTAC12
DSASTR11	WILLTAC1	7TAC52	7LAW61	7TAC72	7LAW81	7FTAC3	7NTAC12
DSASTR12	WILLTAC2	7TAC53	7LAW62	7TAC73	7LAW82	7GTAC4	7NTAC12
DSASTR13	WILLTACD	7TAC54	7FIRE63	7TAC74	7FIRE83	7GTAC5	7NTAC12
DSASTR14	WILLTACD	7TAC55	7FIRE64	7TAC75	7FIRE84	7LTAC6	7NTAC12
DSASTR15	WILLTACD	7TAC56	7MED65	7TAC76	7MED86	7LTAC7	7NTAC12
911	WILLTACD	7GTAC57	7MED66	7GTAC77	7MED87	7LTAC8	7NTAC12