

MINUTES

ELKHART COUNTY BOARD OF COMMISSIONERS MEETING

February 11, 2013

President Terry Rodino called the meeting to order at 9:00 a.m. in rooms 106 & 108 in the County Administration Building, 117 North Second Street, Goshen, Indiana. The other two (2) Board members, Frank Lucchese was present and Mike Yoder was absent. Others present were Pauline Graff, County Auditor; Gordon Lord, County Attorney; Tom Byers, County Administrator; and Kathy Erschen, Executive Assistant.

On a motion made by Frank Lucchese, seconded by Terry Rodino after duly vacating the chair and carried, the Board approved the Allowance of Claims, as presented by the county auditor's office.

On a motion made by Frank Lucchese, seconded by Terry Rodino after duly vacating the chair and carried, the Board appointed Jeffrey D. Showalter to the Board of Directors of Elkhart County Corrections Complex Building Corporation to replace Douglas A. Johnston who passed away on December 15, 2011 and also approved a Confirmation of Appointments to the Board, as requested by Gordon Lord, County Attorney. The other two appointees are Philip J. Hahn and James G. Hiatt.

Gordon Lord, County Attorney, presented an Ordinance for the Martin's Animal Bedding DPUD that was approved at the November 19, 2012 meeting. All of the items and stipulations that were discussed and needed for the county have been made a part of the newly proposed ordinance. The planning attorney, Jim Kolbus, the attorney for the petitioner, Kindig & Sloat and Brads-Ko Engineering and Surveying have all approved the ordinance and the changes and additions made to it. There were no comments from anyone in the audience. On a motion made by Frank Lucchese, seconded by Terry Rodino after duly vacating the chair and carried, the Board closed the public hearing.

On a motion made by Frank Lucchese, seconded by Terry Rodino after duly vacating the chair and carried, the Board adopted the ordinance as proposed by the county attorney. Mr. Rodino noted that although he voted against the rezoning in November, he will approve the ordinance now since the rezoning was approved. Duane Burrow from planning and development will get the PUD updated with the two exceptions to be added and bring it back to the Commissioners for signatures.

The Ordinance is as follows:

ORDINANCE NO. PC 2013- 03

AN ORDINANCE TO AMEND THE ELKHART COUNTY CODE 36-7-4-600 MORE SPECIFICALLY ARTICLE 2. DISTRICTS AND ZONE MAPS FOR REAL ESTATE DESCRIBED IN THIS ORDINANCE FROM A-1 TO DPUD A-1, TO BE KNOWN AS MARTIN ANIMAL BEDDING DETAILED PLANNED UNIT DEVELOPMENT; AND BY CHANGING THE ZONE MAPS INCORPORATED BY REFERENCE IN ARTICLE 2. DISTRICTS AND ZONE MAPS OF THE ELKHART COUNTY ZONING ORDINANCE

WHEREAS, Kevin Martin submitted a petition to change the zone maps for the real estate described in SECTION 1 of this ordinance from A-1 to DPUD A-1 on August 6, 2012;

WHEREAS, the Elkhart County Advisory Plan Commission at a public meeting held on September 13, 2013 did determine that the petition of Kevin Martin here at issue represented a major change from a previously denied petition for rezoning impacting certain of the real estate here at issue, and such determination by the Elkhart County Advisory Plan Commission permitted proceeding with the petition of Kevin Martin to public hearing on his petition less than twelve (12) months after an earlier and distinguished petition was denied by action by the Board of Commissioners of the County of Elkhart, Indiana as of March 19, 2012;

WHEREAS, the Site Plan Review Committee did critique the new petition as submitted and made its comments part of the file for consideration by the Elkhart County Advisory Plan Commission;

WHEREAS, the Staff for the Elkhart County Advisory Plan Commission did cause the publishing of the legal advertisements for the Public Hearing in **The Elkhart Truth** on the ____ day of _____, 2012 and in **The Goshen News** on the ____ day of _____, 2012 and did mail as prescribed by Rule and Law the Notice of Public Hearing to all persons of record within 300 feet;

WHEREAS, the Elkhart County Advisory Plan Commission did hold a public hearing as provided by law on the 11th day of October, 2012 and did take public input at that meeting;

WHEREAS, the Elkhart County Advisory Plan Commission did give reasonable regard to the criteria established by IC 36-7-4-603 and Specifications I - Planned Unit Development of the Elkhart County Zoning Ordinance;

WHEREAS, the petition was certified to the Board of County Commissioners for Elkhart County with a Favorable Recommendation and reasonable Conditions as outline in this Ordinance as of November 13, 2012;

WHEREAS, the Board of Commissioners of the County of Elkhart, Indiana on the 19th day of November, 2012 did take public input at that meeting, and did modify the Advisory Plan Commission's proposed conditions, and did adopt the modified Conditions described in Section 8 of this Ordinance; **and**

WHEREAS, Martin Animal Bedding, LLC has succeeded to the ownership of the real estate described in Section 1 of this Ordinance (Exhibit A) and to other impacted or established real property interests as herein set forth, and all references to "Petitioner" herein shall apply to Kevin Martin individually and to Martin Animal Bedding, LLC.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR ELKHART COUNTY INDIANA, AS FOLLOWS:

- SECTION 1.** That the legal description of the real estate attached hereto as **Exhibit A** is made a part of this Ordinance and incorporated herein by this reference.
- SECTION 2.** That the real estate described in **SECTION 1** of this Ordinance be rezoned from **A-1 to DPUD A-1** effective immediately and the zone maps adopted by reference in Article 2 of the Elkhart County Zoning Ordinance for Elkhart County, Indiana be amended and ordered amended and changed to reflect the said rezoning of said Exhibit A real estate.
- SECTION 3.** That the Detailed Planned Unit Development be granted for the Exhibit A real estate described in **SECTION 1** of this Ordinance. Unless this Ordinance specifies to the contrary, all Development Standards for the A-1 Zoning District detailed in the Elkhart County Zoning Ordinance will be enforced and govern the use of the real estate described in Exhibit A, though the Development Plan and Site Plan/Support Drawing will supersede all otherwise applicable **Permitted Uses, Special Uses, and Development Standards** under the A-1 Zoning District.
- SECTION 4.** That all Development Plan(s) must be submitted to the Plat Committee of the Elkhart County Advisory Plan Commission for approval as a Secondary Plat; Secondary approval shall be granted only if the Development Plan(s) comply with the provisions of this Ordinance, the Site Plan/ Support Drawing, and the Subdivision Control Ordinance. The Development Plan(s) shall be incorporated into this Ordinance by this reference. All Secondary Plats will reference this Ordinance and if the intent of this Ordinance or the Site Plan/ Support drawing is not clear the Secondary Plat may be considered by the County Advisory Plan Commission at a Public meeting.
- SECTION 5.** That the Site Plan / Support Drawing attached hereto as Exhibit B is made part of this Ordinance and shall be maintained in the files of the Elkhart County Advisory Plan Commission; the Exhibit A real estate, and the Exhibit D real estate (hereinafter defined), shall be subject to and governed by such Site Plan/Support Drawing, as herein supplemented or revised.
- SECTION 6.** This Detailed Planned Unit Development Ordinance will limit the use of the Exhibit A real estate to what has been shown on the Site Plan / Support Drawing, and will further limit the use of such Exhibit A real estate and the Exhibit D real estate by specific standards and provisions hereinafter set forth.
- SECTION 7.** That the additional documentation and supporting information listed in Section 8 of this Ordinance must be supplied and the Conditions specified in Section 8 of this Ordinance must be satisfied prior to any permits for construction and/or occupancy being issued as therein set forth.
- SECTION 8.** Special Limitations; Required Documents; Enforcement. The following listed rules, standards, conditions and limitations shall all apply to the Exhibit A real estate and, as applicable, to the Exhibit D real estate, and shall be enforceable as and against, and as and to, the Petitioner, the Exhibit A real estate, the Exhibit D real estate, and the "Ingress-Egress

Easement" area (as hereinafter defined), under the provisions of this Ordinance, the Elkhart County Zoning Ordinance, and applicable Indiana law. Petitioner, by signature hereon, commits to the rules, standards, conditions, and limitations herein set forth, and confirms that the Exhibit A real estate, the Exhibit D real estate, and the hereinafter defined Ingress-Egress Easement area shall be governed by, and restricted by, this Ordinance and the provisions hereof.

A. All promises, commitments, and representations of the Petitioner, set forth in numbered Sections 3, 12, and 13 of the "Martin Animal Bedding Detailed Planned Unit Development" Narrative Statement prepared by Brads-Ko Engineering & Surveying, Inc., under date of August 6, 2012, and attached hereto as Exhibit C, shall be binding upon Petitioner, and the Exhibit A real estate, the Exhibit D real estate, and the Ingress-Egress Easement area, as set forth therein, unless specifically expanded or modified by further provisions of this Ordinance. As an expansion/supplement to Section 12 of such Narrative Statement, the Petitioner, to include Martin Animal Bedding, LLC, shall dedicate to the Board of Commissioners of the County of Elkhart, Indiana, by fee simple title, for roadway and public purposes, seventy-five (75) feet, easterly, from the centerline, of CR 17, from and off of the property the subject of the Petition, described on Exhibit A, and the adjoining parcel to the north on CR 17, now owned by the Petitioner, described on Exhibit D; the documentation needed for such dedication shall be in form acceptable to and approved by the Elkhart County Attorney's office, and such dedication shall be completed within sixty (60) days of the effective date of this Ordinance. No permits for construction shall be issued until such dedication is so completed.

B. The five (5) feet wide no access easement, contemplated in Section 12 of the Narrative Statement, shall apply to the full north-south frontage on CR 17 of the remainder (after the dedication in fee simple aforementioned) of the Exhibit A AND Exhibit D real estate, and be in document form acceptable to the Elkhart County Attorney's office, and provided by the Petitioner to Elkhart County Government within sixty (60) days after the date of this Ordinance. No permits for construction shall be issued until such dedication is so completed.

C. The documentation contemplated at subsection B above shall permit a temporary, single, mutual access onto the right-of-way of CR 17 for the real estate described on Exhibit A and the real estate described on Exhibit D, such temporary access to terminate automatically, and without further undertakings or actions by Elkhart County Government, at such time as Elkhart County Government shall determine to widen CR 17, adjacent to the real estate described on Exhibit A and Exhibit D, to a four-lane controlled access roadway (from the currently contemplated two-lane controlled access roadway); written notice to the owner or owners of the real estate described on Exhibit A and Exhibit D from Elkhart County Government shall be provided of the need to terminate such access, such notice to be a stated date not less than ninety (90) days subsequent for the effective date of termination of such access. Such mutual access onto the right-of-way of CR 17 shall be consistent with the Site Plan attached as Exhibit B and shall be reflected in the Secondary Plat contemplated at Section 4 above.

D. The temporary access contemplated by subparagraphs B and C above shall be the only CR 17 access available to the real estate described on Exhibit A and the real estate described on Exhibit D, except for that contemplated in subsection F below.

E. A "Cross-Easement Agreement" with regard to the real estate described on Exhibit A and the real estate described on Exhibit D has been established relative to the sharing of a water well and the sharing of septic for the real estate described on Exhibit A and Exhibit D; such Cross-Easement Agreement has been recorded of public record as Instrument No. 2013-002762, Elkhart County Records; a copy of such Cross-Easement Agreement is attached hereto, labeled Exhibit E, and made a part hereof.

F. Alternate access to the Exhibit A and Exhibit D real estate, off of County Road 38 to the north, has been secured in the form of "Ingress-Egress Easement" by and between Martin Animal Bedding, LLC as "Grantee" and Brent E. Martin and Glenda D. Martin as "Grantors," said Ingress-Egress Easement having been recorded as Instrument No. 2013-002763, office of the Recorder of Elkhart County, Indiana, and said Ingress-Egress Easement being attached hereto, labeled Exhibit F, and made a part hereof. Upon Elkhart County Government giving notice of termination of access to CR 17 per subsection C above, Petitioner or successor to the Exhibit A real estate and the Exhibit D real estate shall be limited as to access to said Exhibit A real estate and said Exhibit D real estate to access off of County Road 38 via said Ingress-Egress Easement, AND such access to County Road 38 shall be permitted or allowed ONLY upon Petitioner or successor fully complying with the then applicable commercial drive and access standards of Elkhart County Government as and to such access and curb cut onto County Road 38. The "Easement Area," referenced as Exhibit C to such Ingress-Egress Easement, shall be subject to the rules, standards, conditions, and limitations of this Ordinance, and in particular to the commercial drive and access standards of Elkhart County Government applicable to a commercial grade curb cut on County Road 38 to be established at a later date.

G. Petitioner shall install a passing blister to Elkhart County Highway standards on the west side of County Road 17 and due west of the Exhibit A and Exhibit D real estate; such shall be installed prior to the issuance of an occupancy permit for the improvements contemplated by this Ordinance.

H. Vegetation now or hereafter within the County Road 17 right-of-way, as hereafter expanded, shall at all times be removed or maintained by Petitioner so as to establish and maintain a clear line of access and vision onto County Road 17 from the mutual drive as such mutual drive is established and defined per subsection C and subsection D above.

I. Consistent with item 3 of the Narrative Statement, the following additional limitations shall apply to the Exhibit A real estate, and as applicable, the Exhibit D real estate and the Ingress-Egress Easement area.

(i) The proposed building on the site for grinding purposes shall not exceed twenty thousand (20,000) square feet in size.

(ii) All delivery of materials for grinding, as well as all ground materials intended for ultimate distribution, shall be held within the proposed building, with there to be an express prohibition on outside storage of waste or other materials for grinding, and an outside prohibition on any grinding outside the proposed building.

(iii) The hours of operation for any such grinding or activities associated with such, to include deliveries and distribution of materials, shall be limited to Mondays through Saturdays from 6:00 a.m. to 6:00 p.m.

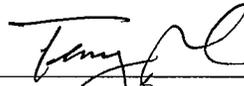
(iv) All staging and queuing for delivery by and distribution via vehicles shall take place on the east side of the proposed building, consistent with the Site Plan attached as Exhibit B, and be limited to Mondays through Saturdays from 6:00 a.m. to 6:00 p.m.

(v) The existing storage barn shown on the Site Plan and being located on the Exhibit A real estate may continue to be used for storage consistent with item 3 of the Narrative Statement.

SECTION 9. In the event any rule, standard, covenant, restriction, provision, limitation, or Section of this Ordinance or any portion thereof is declared invalid or void, such declaration shall in no way affect any other rule, standard, covenant, restriction, provision, limitation, or Section hereof.

SECTION 10. This Ordinance shall be in full force and effect from and after its passage and approval in accordance with the law.

ORDAINED AND ADOPTED THIS THE 4TH DAY OF FEBRUARY, 2013 BY THE BOARD OF COUNTY COMMISSIONERS FOR ELKHART COUNTY, INDIANA.



By
Terry Rodino

By
Mike Yoder



By
Frank Lucchese

Attest: 
Pauline E. Graff Auditor for Elkhart County

ACCEPTANCE AND CONFIRMATION

The undersigned "Petitioner," to-wit: Martin Animal Bedding, LLC, an Indiana limited liability company, and Kevin Martin, individually, by their signatures hereon, herewith commit to all terms, conditions, rules, standards, and limitations set forth within this Ordinance, and acknowledge that the Exhibit A real estate, Exhibit D real estate, and Ingress-Egress Easement ("Easement Area") (being Exhibit C to Exhibit F of this Ordinance), shall be governed and regulated by this Ordinance, and subject to the standards and conditions herein set forth.

PETITIONER:

MARTIN ANIMAL BEDDING, LLC

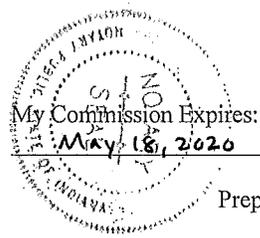
By Kevin Martin
Kevin Martin, Member and Authorized Signatory

Kevin Martin
Kevin Martin, individually

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned, a notary public in and for said County and State, personally appeared the above named Martin Animal Bedding, LLC, by Kevin Martin, Member and Authorized Signatory, and Kevin Martin, individually, and acknowledged the execution of the foregoing Acceptance and Confirmation this 18th day of February, 2013.

WITNESS my hand and notarial seal.



J Charles Zentler
J Charles Zentler, Notary Public
Residing in Elkhart County, Indiana

Prepared by Gordon Lord, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 N. Main St., P.O. Box 575, Goshen, IN 46527-0575

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gordon Lord, 130 N. Main St., P.O. Box 575, Goshen, IN 46527-0575

Return to: Gordon Lord, 130 N. Main St., P.O. Box 575, Goshen, IN 46527-0575

EXHIBIT A

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 230.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 17 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.77 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 000373; THENCE SOUTH 88 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 414.99 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF SAID MARTIN PARCEL; THENCE NORTH 52 DEGREES 42 MINUTES 41 SECONDS EAST, A DISTANCE OF 114.38 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 205.84 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 0099-08891; THENCE SOUTH 88 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF THE LAST DESCRIBED MARTIN PARCEL, A DISTANCE OF 800.31 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 16 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 390.26 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 21 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1358.42 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 9.167 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

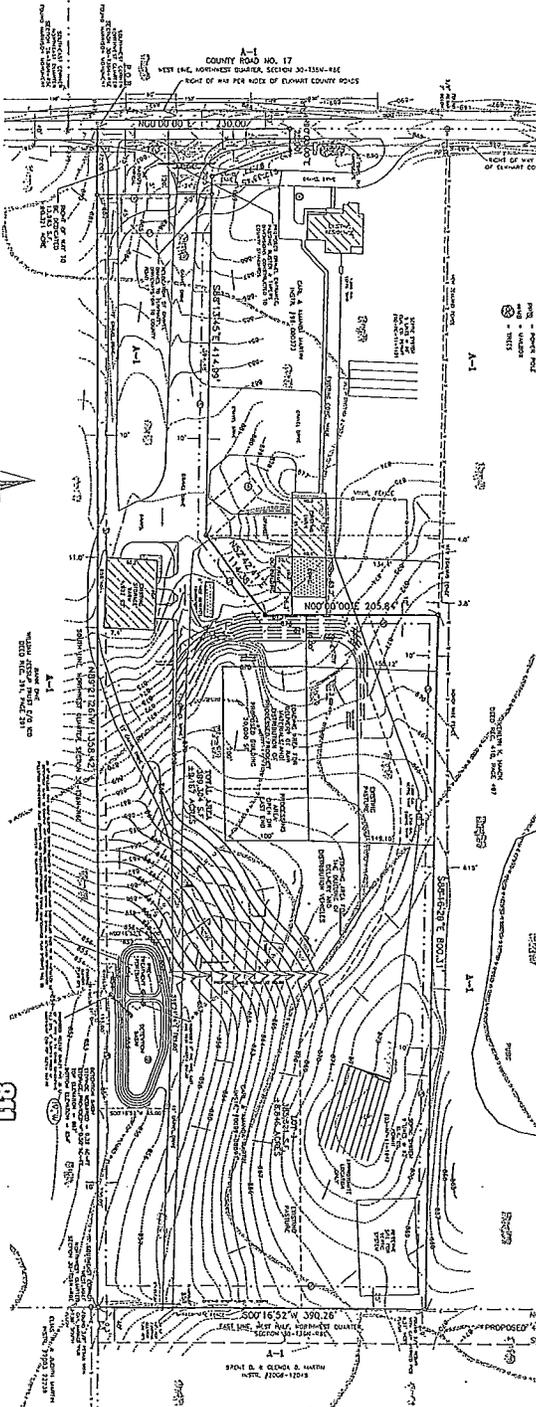
GENERAL NOTES

1. All proposed units are to be built in accordance with the provisions of the International Building Code, 1997 Edition, as amended, and the International Residential Code, 1997 Edition, as amended, and all applicable local ordinances.
2. The proposed units are to be built on lots of 1.5 acres or more.
3. The proposed units are to be built on lots that are not less than 100 feet wide and 150 feet deep.
4. The proposed units are to be built on lots that are not less than 100 feet wide and 150 feet deep.
5. The proposed units are to be built on lots that are not less than 100 feet wide and 150 feet deep.
6. The proposed units are to be built on lots that are not less than 100 feet wide and 150 feet deep.
7. The proposed units are to be built on lots that are not less than 100 feet wide and 150 feet deep.
8. The proposed units are to be built on lots that are not less than 100 feet wide and 150 feet deep.
9. The proposed units are to be built on lots that are not less than 100 feet wide and 150 feet deep.
10. The proposed units are to be built on lots that are not less than 100 feet wide and 150 feet deep.

D.P.U.D. SITE PLAN
MARTIN ANNUAL BEDDING D.P.U.D.
A DETAILED PLANNED UNIT DEVELOPMENT
 A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 8 EAST, ELEMENT 1, JOHNSHIP, ELKHART COUNTY, INDIANA

LEGAL DESCRIPTION
 The proposed units are to be built on lots of 1.5 acres or more, as shown on the attached plat, and are to be built on lots that are not less than 100 feet wide and 150 feet deep.

- LEGEND**
- 1. Proposed units
 - 2. Proposed roads
 - 3. Proposed utilities
 - 4. Proposed landscaping
 - 5. Proposed parking
 - 6. Proposed fencing
 - 7. Proposed signage
 - 8. Proposed lighting
 - 9. Proposed drainage
 - 10. Proposed irrigation
 - 11. Proposed water supply
 - 12. Proposed sewer disposal
 - 13. Proposed stormwater management
 - 14. Proposed fire hydrants
 - 15. Proposed fire alarm
 - 16. Proposed fire extinguishers
 - 17. Proposed fire escape
 - 18. Proposed fire alarm pull station
 - 19. Proposed fire alarm control panel
 - 20. Proposed fire alarm notification appliance
 - 21. Proposed fire alarm control unit
 - 22. Proposed fire alarm control panel
 - 23. Proposed fire alarm notification appliance
 - 24. Proposed fire alarm control unit
 - 25. Proposed fire alarm control panel
 - 26. Proposed fire alarm notification appliance
 - 27. Proposed fire alarm control unit
 - 28. Proposed fire alarm control panel
 - 29. Proposed fire alarm notification appliance
 - 30. Proposed fire alarm control unit



MARTIN ANNUAL BEDDING D.P.U.D.

D.P.U.D. SITE PLAN

GRAPHIC SCALE

BRADS-KO ENGINEERING & SURVEYING, INC.
 1008 South Ninth St., Coopers, IN 46838
 Phone: 812-853-9313 Fax: 812-853-9311

CRENSHAW SURVEYING
 1008 South Ninth St., Coopers, IN 46838
 Phone: 812-853-9313 Fax: 812-853-9311

DETAILED PLAN

Lot No.	Area (Acres)	Area (Sq. Ft.)							
1	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
2	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
3	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
4	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
5	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
6	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
7	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
8	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
9	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
10	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
11	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
12	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
13	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
14	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
15	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
16	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
17	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
18	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
19	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
20	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
21	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
22	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
23	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
24	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
25	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
26	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
27	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
28	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
29	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
30	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
31	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
32	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
33	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
34	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
35	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
36	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
37	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
38	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
39	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
40	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
41	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
42	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
43	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
44	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
45	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
46	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
47	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
48	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
49	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
50	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
51	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
52	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
53	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
54	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
55	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
56	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
57	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
58	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
59	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
60	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
61	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
62	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
63	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
64	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
65	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
66	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
67	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
68	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
69	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
70	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
71	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
72	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
73	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
74	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
75	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
76	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
77	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
78	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
79	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
80	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
81	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
82	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
83	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
84	1.5	102,600	102,600	102,600	102,600	102,600	102,600	102,600	102,600
85	1.5	102,600							

MARTIN ANIMAL BEDDING DETAILED PLANNED UNIT DEVELOPMENT

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF
SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST,
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

PREPARED FOR:
KEVIN MARTIN
21918 C.R. 119
GOSHEN, IN 46526
574-533-4095

PREPARED BY:
BRADS-KO ENGINEERING & SURVEYING, INC.
1009 SOUTH 9TH STREET
GOSHEN, IN 46526
574-533-9913

AUGUST 6, 2012

Exhibit C

1) LEGAL DESCRIPTION:

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 230.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 26.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 17 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.77 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 000373; THENCE SOUTH 88 DEGREES 13 MINUTES 46 SECONDS EAST ALONG THE SOUTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 414.99 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF SAID MARTIN PARCEL; THENCE NORTH 62 DEGREES 42 MINUTES 41 SECONDS EAST, A DISTANCE OF 114.38 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 206.84 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 0099-08891; THENCE SOUTH 88 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF THE LAST DESCRIBED MARTIN PARCEL, A DISTANCE OF 800.31 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 16 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 390.26 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 21 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1368.42 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 9.167 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

2) INTENTION FOR OWNERSHIP:

- A. Carl Martin will maintain in full ownership of residential tract.
- B. Kevin Martin will purchase the proposed D.P.U.D. site.
- C. Kevin Martin intends to purchase the Carl Martin residence when they relocate.

3)

LAND USE:

- A. Current zoning is A-1. A zoning change is required. The existing A-1 will be changed to D.P.U.D. A-1.
- B. Carl Martin has Special Use issued by the Elkhart County Board of Zoning Appeals on June 16, 2000 to store two (2) semi-tractor/trailers and spare trailer.
- C. Carl Martin will continue storage in existing barn and concrete pad.
- D. Kevin Martin proposes a 20,000 square foot building for grinding raw waste product into animal bedding. All delivery of raw waste materials and distribution of processed product will take place within the limits of the proposed building six (6) days a week between the hours of 6:00 a.m. to 6:00 p.m. The staging area east of the building will be used for the queuing of delivery and distribution vehicles.

4) WATER AND SEWAGE DISPOSAL:

- A. Sewage
 - 1. An existing field system supports the Carl Martin residence and restroom located in the southerly 4,822 s.f. storage barn.
 - 2. The D.P.U.D. will utilize the existing restroom.
- B. Water
 - 1. The existing residence has a well south of the barn and frame building on the residential parcel.
 - 2. A well is proposed for the D.P.U.D.

5)

REQUESTED VARIANCE:

A three to one (3:1) variance is requested with the petition. If a separate filing with the Board of Zoning Appeals is required it will be requested.

6)

DENSITY:

Total Project Area	9.167 acres	399,304 s.f. (100%)
A. Right of Way Dedication	0.321 acres	13,983 s.f. (3.05%)
B. Proposed Lot 1 of Plat	8.846 acres	385,321 s.f. (96.95%)
1. Existing Barn		4,822 s.f. (1.3%)
2. Proposed Building		20,000 s.f. (5.2%)
3. Greenspace		360,499 s.f. (93.6%)

7)

COMPATIBILITY:

- A. Carl Martin started the bedding business.
 B. Kevin Martin has purchased and relocated business to his farm on home workshop thru BZA.
 C. The location of the business on S.R. 119 and C.R. 38 coupled with the growth Kevin Martin has created forced the relocation of the business to this site.
- * Access to primary raw material deliveries will be closer (Goshen/Nappanee).
 - * Ingress/Egress will be easier and safer.
 - * Impact to adjacent landowners will be dramatically reduced, if not eliminated.

8)

SOILS REPORT:

The site is composed of CvdA (Crosier Loam with 0-1% Slopes), CvdB (Crosier Loam with 1-4% Slopes), RopB (Riddles-Oshemo Fine Sandy Loams with 1-5% Slopes), BuuA (Brookston Loam with 0-1% Slopes), RoqD2 (Riddles-Mefea Complex with 10-18% Slopes, Eroded), SniA (Southwest Silt Loam with 0-1% Slopes), WoaC2 (Williamstown Loam with 5-10% Slopes, Eroded) soils.

CROSIER LOAM

The Crosier Loam (0-1% slopes) has severe limitations for dwellings with or without basements and small commercial buildings due to wetness. The soil also has severe limitations for local roads/streets due to frost action, low strength, and wetness. The soil has permeability rates of 0.60-2.00 inches per hour at a depth of 0-30 inches, 0.20-0.60 inches per hour at a depth of 30-38 inches, and 0.06-0.20 inches per hour at a depth of 38-60 inches. The seasonal high water table is located at a depth of 0.5-2.00 feet and perched.

CROSIER LOAM

The Crosier Loam (1-4% slopes) has severe limitations for dwellings with or without basements and small commercial buildings due to wetness. The soil also has severe limitations for local roads/streets due to frost action, low strength, and wetness. The soil has permeability rates of 0.60-2.00 inches per hour at a depth of 0-30 inches, 0.20-0.60 inches per hour at a depth of 30-38 inches, and 0.06-0.20 inches per hour at a depth of 38-60 inches. The seasonal high water table is located at a depth of 0.5-2.00 feet and perched.

RIDDLES-OSHEMO COMPLEX WITH 1-5% SLOPES

Riddles-the Riddles portion of the complex has moderate limitations for dwellings with or without basements and small commercial structures due to shrink-swell. The soil also has moderate limitations for local roads/streets due to shrink-swell and low strength. The permeability rate for the riddles portion of the complex is 2.00-6.00 inches per hour at a depth of 0-8 inches and 0.06-2.00 inches per hour at a depth of 8-99 inches. The seasonal high water table is located at a depth greater than 6 feet.

Oshemo-the Oshemo portion of the complex has slight limitations for dwellings with or without basements, small commercial structures, and local roads/streets. Permeability rates for the oshemo portion of the complex are 6.00-20.00 inches per hour at a depth of 0-15 inches, 2.00-6.00 inches per hour at a depth of 15-62 inches, and 20.00-20.00 inches per hour at a depth of 62-80 inches. The seasonal high water table is located at a depth greater than 6 feet.

BROOKSTON LOAM

Brookston Loam (0-1% slopes) has severe limitations for dwellings with or without basements and small commercial buildings due to ponding. The soil also has severe limitations for local roads/streets due to frost

action, low strength, and ponding. The soil has permeability rates of 0.60-2.00 inches per hour at a depth of 0-48 inches and 68-80 inches and 0.20-0.20 inches per hour at a depth of 48-68 inches. The seasonal high water table is located at a depth of 0.0-1.0 feet and apparent.

RIDDLES-METEA COMPLEX

Riddles-Metea Complex (10-18% slopes), eroded has severe limitations for dwellings with or without basements and small commercial buildings due to slope. The soil also has severe limitations for local roads/streets due to slope. The soil has permeability rates of 2.00-6.00 inches per hour at a depth of 0-8 inches and 0.60-2.00 inches per hour at a depth of 8-99 inches. The seasonal high water table is located at a depth greater than 6 feet.

SOUTHWEST SILT LOAM

Southwest Silt Loam (0-1% slopes) has severe limitations for dwellings with or without basements and small commercial buildings due to ponding. The soil also has severe limitations for local roads/streets due to frost action and ponding. The soil has permeability rates of 0.60-2.00 inches per hour at a depth of 0-23 inches, 0.20-0.60 inches per hour at a depth of 23-80 inches. The seasonal high water table is located at a depth of 0.0-0.5 feet and apparent.

WILLIAMSTOWN LOAM

Williamstown Loam (5-10% slopes), eroded has severe limitations for dwellings with basements due to wetness and moderate limitations for dwellings without basements and small commercial buildings due to shrink-swell, slope and wetness. The soil also has severe limitations for local roads/streets due to low strength. The soil has permeability rates of 0.60-2.00 inches per hour at a depth of 0-9 inches, 0.20-0.60 inches per hour at a depth of 9-37 inches and 0.01-0.20 inches per hour at a depth of 37-60 inches. The seasonal high water table is located at a depth of 1.5-2.5 feet and perched.

Soil information (shown above) was obtained from the "Soil Survey of Elkhart County, Indiana". The survey was published by the USDA (United States Department of Agriculture) and NRCS (National Resources Conservation Service) in cooperation with Purdue University and The State Soil Conservation Board.

9) **MUNICIPAL SEWER AND WATER REPORT:**

Existing sanitary sewer and water is over 2.5 miles from site in City of Goshen. It is not available and will not be available for years.

10) **STORM WATER DRAINAGE REPORT:**

Lot Number One (1) contains 8.846 acres, more or less. Existing surface water is sheet flow from the north to the south of approximately 21 feet with a high elevation of approximately 874 feet and a low elevation of approximately 853 feet, generating up to 11 percent slopes, more or less.

No offsite flow is entering this project site.

1) Off-site storm water from the east sheet flows to an existing north-south ditch running along the east line of this project, then south to an existing approximate 5 acre wetland area located approximately 110 feet south of the project.

2) Off-site storm water from the south sheet flows to same existing 5 acre wetland area described above.

3) Off-site storm water from the north and northwest sheet flows north and east to an existing approximate 1.4 acre open water wetland area located approximately 80-100 feet north of the project.

4) Off-site storm water from the west is contained within the right of way of County Road 17 and flows south within said right of way.

The proposed storm water for this project will be handled by a pre-treatment forebay and detention basin area located along the south line of Lot No. 1. The detention basin will provide 0.50 acre feet (ac-ft) of storage volume this storm water will be released by a pipe at a rate less than or equal to the current cubic feet per second (cfs) that is flowing offsite through the existing 24 inch CMP pipe located 180 feet west of the southeast corner of this project.

The detention area will have a top elevation of 857 feet and a bottom elevation of 854 and will provide 0.50 acre-foot (ac-ft) of storage (required 0.29 acre feet). The release outlet will be an 8 inch PVC pipe at a 1.00 percent flow to generate and release 12.3 cubic feet per second (cfs) as provided for in the detention calculations.

Drainage Calculations

1	Pre Development Watershed Area, A_U	7.9 acres
2	C undeveloped, C_U	0.36
3	Overland Flow Distance, D	408 ft.
4	Elevation at Top of Overland Flow	870.0
5	Elevation at Bottom of Overland Flow	859.0
6	Slope, S $\{[(\text{Line 4} - \text{Line 5}) / \text{Line 3}] \times 100\}$	2.7 %
7	Time of Concentration, T_c $\{[1.8(1.1-C)D^{1/3}]/S^{1/3}\}$	19 min.
8	10-Yr. Rainfall Intensity	4.32 in./hr.
9	Pre Development Runoff Rate $\{Q = CIA\}$	12.3 c.f.s.
10	Post Development Watershed Area	7.9 acres
11	Composite C developed, C_D	0.51

TABLE 4.6
Computation Sheet for Storm Water Storage Calculations

Storm Duration T_c (Hrs.)	Intensity I_{100} (in./Hr.)	Inflow Rate, I $C_D \times I_{100} \times A_D$ (c.f.s.)	Outflow Rate, O $C_U \times I_{10} \times A_U$ (c.f.s.)	Storage Rate $I - O$ (c.f.s.)	Required Storage $[(I - O)T_c]/12$ (acre-ft)
0.25	6.47	26.2	12.3	13.8	0.29
0.50	3.96	16.0	12.3	3.7	0.15
0.75	2.71	11.0	12.3	-1.4	-0.09
1	1.98	8.0	12.3	-4.3	-0.36
2	1.55	6.3	12.3	-6.1	-1.01
3	1.14	4.6	12.3	-7.7	-1.93
4	0.92	3.7	12.3	-8.6	-2.87
5	0.77	3.1	12.3	-9.2	-3.84
6	0.67	2.7	12.3	-9.6	-4.81
7	0.59	2.4	12.3	-10.0	-5.81
8	0.53	2.1	12.3	-10.2	-6.80
9	0.48	1.9	12.3	-10.4	-7.80
10	0.44	1.8	12.3	-10.6	-8.80
15	0.32	1.3	12.3	-11.0	-13.81
20	0.25	1.0	12.3	-11.3	-18.88
24	0.22	0.9	12.3	-11.4	-22.90

11) **TRAFFIC REPORT:**

1. Existing access to C.R. 17.

2. Average traffic per day.

This section of C.R. 17 was counted in 2010 with an Average Daily Traffic (ADT) count of 88 Vehicles per day (VPD) a 2% increase for 2 years = ADT of 92 VPD

3. Proposed traffic

3.1 Deliveries of raw product	19 total deliveries daily	38 VMD
12 truck loads @ 35 cu.yd.		
7 semi truck loads @ 100 cu.yd.		
3.2 Deliveries of bedding product	40 deliveries daily	80 VMD

3.3 Owner/Operator	1 trip daily	2 VMD
3.4 IDEM Inspector	1 trip monthly (4 weeks)	.1 VMD
3.5 Service Personnel	2 trips monthly (4 weeks)	.2 VMD
Total		120.3 VMD

12)

PUBLIC IMPROVEMENT REPORT:

Dedication of right of way 0.321 acres or 13,983 s.f.

An entrance will be constructed within the proposed right of way to county standards.

Improvements will be made to County Road No. 17 during this development, gravel passing blster and entrance with tapers will be constructed to county standards with the exception that the final surface is to be gravel to match the existing surface of this county road. The existing driveway locations will be reconfigured to utilize the one existing driveway for proposed Lot No. 1 as depicted hereon. Vegetation within the right of way will be removed as necessary to allow a clear line of sight when accessing County Road No. 17. A five (5) foot wide No Access Easement will be dedicated across the west line of proposed Lot No. 1 to limit access to County Road No. 17 to one (1) fifty (50) foot wide access point to be located at the existing driveway location. An additional 40' Ingress-Egress Easement will be provided along the east line of the subject parcel extended north to County Road No. 38 to provide this parcel with future access if County Road No. 17 becomes a Limited Access Highway and the current County Road No. 17 access is denied.

13)

COMMITMENT

If and when Elkhart County elects to widen C.R. #17 from C.R. #38 south to four limited access lanes and Elkhart request Martin Animal Bedding terminate its C.R. #17 access:

1. Martin Animal Bedding will relocate access to C.R. #38
2. An easement has been obtained for Brent Martin (east adjacent property owner) along the west 40 foot of Brent Martin property, that easement and legal description are shown on the Site Plan.
3. As improvement to the proposed C.R. #38 access are constructed, Martin Animal Bedding will either utilize the access through an easement or if Brent Martin (his heir or successors) request purchase of that easement, Martin Animal Bedding will purchase the land at "then fair market value."
4. With access to C.R. #38 Martin Animal Bedding will abandoned the C.R. #17 access.

EXHIBIT D

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 230.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 17 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.77 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 0099-08891; THENCE SOUTH 88 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 469.52 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 52 DEGREES 42 MINUTES 41 SECONDS EAST, A DISTANCE OF 114.38 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 205.84 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE NORTH LINE OF SAID MARTIN PARCEL; THENCE NORTH 88 DEGREES 16 MINUTES 29 SECONDS WEST ALONG THE NORTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 91.04 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE NORTHWEST CORNER OF SAID MARTIN PARCEL AND ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 000373; THENCE NORTH 88 DEGREES 13 MINUTES 43 SECONDS WEST ALONG THE NORTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 469.52 FEET ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 TO A 3/8 INCH REBAR MARKING THE NORTHWEST CORNER OF SAID MARTIN PARCEL; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 186.36 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 3.415 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

2013002762

ELKHART CNTY
JERRY L WEAVER
PL & FM REC'D
AS PRESENTED

2013 FEB -1 P 2:44

COPY

CROSS-EASEMENT AGREEMENT

16 THIS CROSS EASEMENT AGREEMENT ("Easement") made and executed this day of March, 2012, by Martin Animal Bedding, LLC, an Indiana limited liability company ("Owner").

Recitals

A. Owner owns certain real estate described on the attached Exhibit A and in Instrument Number 2013-002761 recorded in the offices of the Elkhart County Recorder ("Lot 1").

B. Owner owns certain real estate described on the attached Exhibit B ("Residence Real Estate") and Instrument Number 2013-002761 recorded in the offices of the Elkhart County Recorder.

C. A water well is located on the Residence Real Estate that serves both the Residence Real Estate and Lot 1, and part of the septic sewer system is located on Lot 1 that services the Residence Real Estate.

D. Owner intends plat of Lot 1 into a detailed plan unit development, and as the plat approval, Elkhart County requires the creation of cross-easements in connection with such water well and such septic sewer systems.

E. To meet such requirements, Owner desires to create perpetual easements over, along, across, through and under Lot 1 and the Residence Real Estate.

Easement

NOW THEREFORE, easements are declared and reserved over, along, across, through and under Lot 1 and the Residence Real Estate:

1. GRANT OF WATER WELL EASEMENT. Owner hereby creates for the benefit of Lot 1 a permanent and perpetual easement ("Water Well Easement") over, on, along, across, through and under that real estate located on the Residence Real Estate and described on the attached Exhibit C ("Water Well Easement Area").

Exhibit E

2. USE OF WATER WELL EASEMENT. The Water Well Easement shall allow Owner and Owner's successors and assigns in Lot 1 to use, install, repair, replace and maintain the current water well located in the Water Well Easement Area. The scope of the Water Well Easement shall be for agricultural business purposes, including but not limited to, wood grinding operations.

3. CHARACTER OF WATER WELL EASEMENT. The Water Well Easement is created for the benefit of Lot 1. The Water Well Easement shall be perpetual, shall be appurtenant to and shall run with the land. Any conveyance of the Residence Real Estate is and shall be made subject to and any conveyance of Lot 1 shall be made together with the Water Well Easement and the terms of this Easement.

4. MAINTENANCE OF WATER WELL EASEMENT. The owner of the Residence Real Estate and the owner of Lot 1 shall split any future maintenance, repair, replacement or relocation costs in connection with such water well or the Water Well Easement Area.

5. EXCLUSIVE WATER WELL EASEMENT AND OWNER'S RIGHTS. The Water Well Easement shall be and the accompanying rights and privileges are exclusive to Owner and Owner's successors and assigns to Lot 1, and therefore, Owner and Owner's successors and assigns in the Residence Real Estate shall not convey any other easement or conflicting property rights within the Water Well Easement Area to any other person or entity; provided, however, Owner, together with Owner's successors and assigns in the Residence Real Estate, reserve the right to enjoy the use of the Water Well Easement Area for all purposes not inconsistent with and which do not interfere with or prevent the uses by Owner and Owner's successors and assigns in Lot 1 within the Water Well Easement Area as granted by this Easement.

6. GRANT OF SEPTIC SEWER EASEMENT. Owner hereby creates for the benefit of the Residence Real Estate a permanent and perpetual easement ("Septic Sewer Easement") over, on, along, across, through and under that real estate located on Lot 1 and described on the attached Exhibit D ("Septic Sewer Easement Area").

7. USE OF SEPTIC SEWER EASEMENT. The Septic Sewer Easement shall allow Owner and Owner's successors and assigns in the Residence Real Estate, in connection with any residence located on the Residence Real Estate, to use, install, repair, replace and maintain the current septic sewer system located in the Septic Sewer Easement Area.

8. CHARACTER OF SEPTIC SEWER EASEMENT. The Septic Sewer Easement is created for the benefit of the Residence Real Estate. The Septic Sewer Easement shall be perpetual, shall be appurtenant to and shall run with the land. Any conveyance of Lot 1 is and shall be made subject to and any conveyance of the Residence Real Estate shall be made together with the Septic Sewer Easement and the terms of this Easement.

9. MAINTENANCE OF SEPTIC SEWER EASEMENT. The owner of the Residence Real Estate shall pay for any future maintenance, repair, replacement or relocation costs in connection with such septic sewer or the Septic Sewer Easement Area. The owner of the Residence Real Estate shall be responsible to return Lot 1 to the condition prior to any such maintenance, repair, replacement or relocation and shall be responsible for any damage to Lot 1.

10. EXCLUSIVE SEPTIC SEWER EASEMENT AND OWNER'S RIGHTS. The Septic Sewer Easement shall be and the accompanying rights and privileges are exclusive to Owner and Owner's successors and assigns to the Residence Real Estate, and therefore, Owner and Owner's successors and assigns in Lot 1 shall not convey any other easement or conflicting property rights within the Septic Sewer Easement Area to any other person or entity; provided, however, Owner, together with Owner's successors and assigns in Lot 1, reserve the right to enjoy the use of the Septic Sewer Easement Area for all purposes not inconsistent with and which do not interfere with or prevent the uses by Owner and Owner's successors and assigns in the Residence Real Estate within the Septic Sewer Easement Area as granted by this Easement.

11. ENTIRE AGREEMENT. This Easement constitutes the entire agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into this Easement.

12. ATTORNEY'S FEES. In the event of any litigation regarding the construction, enforcement, or validity of this Easement, in addition to any other relief, the prevailing party shall be entitled to recover its reasonable costs incurred, including attorneys' fees.

13. GOVERNING LAW. This Easement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana.

14. BINDING EFFECT. This Easement shall be binding upon and inure to the benefit of the Residence Real Estate and Lot 1, and Owner's personal representative, trustees, heirs, successors and assigns.

This Easement is executed by Owner as of the date indicated below.

MARTIN ANIMAL BEDDING, LLC

By: Kevin R. Martin
Kevin R. Martin
Its: Member

EXHIBIT A

Lot 1

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 230.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 17 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.77 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 000373; THENCE SOUTH 88 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 414.99 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF SAID MARTIN PARCEL; THENCE NORTH 52 DEGREES 42 MINUTES 41 SECONDS EAST, A DISTANCE OF 114.38 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 205.84 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 0099-08891; THENCE SOUTH 88 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF THE LAST DESCRIBED MARTIN PARCEL, A DISTANCE OF 800.31 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 16 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 390.26 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 21 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1358.42 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 9.167 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

(same as Exhibit A)

EXHIBIT B
Residence Real Estate

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 230.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 17 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.77 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 0099-08891; THENCE SOUTH 88 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 469.52 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 52 DEGREES 42 MINUTES 41 SECONDS EAST, A DISTANCE OF 114.38 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 205.84 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE NORTH LINE OF SAID MARTIN PARCEL; THENCE NORTH 88 DEGREES 16 MINUTES 29 SECONDS WEST ALONG THE NORTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 91.04 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE NORTHWEST CORNER OF SAID MARTIN PARCEL AND ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 000373; THENCE NORTH 88 DEGREES 13 MINUTES 43 SECONDS WEST ALONG THE NORTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 469.52 FEET ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 TO A 3/8 INCH REBAR MARKING THE NORTHWEST CORNER OF SAID MARTIN PARCEL; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 186.36 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 3.415 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

Same as Exhibit D

EXHIBIT C
Water Well Easement

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 230.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 17 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.77 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 000373; THENCE SOUTH 88 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 380.86 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE NORTH 41 DEGREES 08 MINUTES 29 SECONDS WEST, A DISTANCE OF 63.34 FEET; THENCE NORTH 48 DEGREES 51 MINUTES 31 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 41 DEGREES 08 MINUTES 29 SECONDS EAST, A DISTANCE OF 86.92 FEET; THENCE SOUTH 52 DEGREES 42 MINUTES 41 SECONDS WEST, A DISTANCE OF 5.01 FEET TO THE SOUTHEAST CORNER OF SAID MARTIN PARCEL; THENCE NORTH 88 DEGREES 13 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 34.13 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

EXHIBIT D
Septic Sewer Easement

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 230.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 17 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.77 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 000373; THENCE SOUTH 88 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 414.99 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF SAID MARTIN PARCEL; THENCE NORTH 52 DEGREES 42 MINUTES 41 SECONDS EAST, A DISTANCE OF 114.38 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 91.26 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION ; THENCE NORTH 70 DEGREES 11 MINUTES 53 SECONDS EAST, A DISTANCE OF 203.10 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 69.17 FEET; THENCE SOUTH 74 DEGREES 30 MINUTES 04 SECONDS EAST, A DISTANCE OF 93.79 FEET; THENCE SOUTH 55 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 173.46 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 08 SECONDS EAST, A DISTANCE OF 305.19 FEET TO THE EAST LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 0099-08891; THENCE NORTH 00 DEGREES 16 MINUTES 52 SECONDS EAST ALONG THE EAST LINE OF SAID MARTIN PARCEL, ALSO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 147.88 FEET TO THE NORTHEAST CORNER OF SAID MARTIN PARCEL; THENCE NORTH 88 DEGREES 16 MINUTES 29 SECONDS WEST ALONG THE NORTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 588.28 FEET; THENCE SOUTH 70 DEGREES 11 MINUTES 53 SECONDS WEST , A DISTANCE OF 225.26 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 31.89 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

2013002763

ELKHART COUNTY
JERRY L. WEARS
COPY

2013 FEB -1 P 2:44

INGRESS-EGRESS EASEMENT
(with option to purchase)

THIS INGRESS-EGRESS EASEMENT ("Easement") is made and executed this 10th day of Oct., 2012, by **Brent E. Martin and Glenda D. Martin** ("Grantors") and **Martin Animal Bedding, LLC**, an Indiana limited liability company ("Grantee").

Recitals

A. Grantors own certain real estate described on the attached Exhibit A and in Instrument Number 2008-12084 recorded in the offices of the Elkhart County Recorder ("Grantor Real Estate").

B. Grantee owns certain real estate described on the attached Exhibit B and in Instrument Number 2013-002763 recorded in the offices of the Elkhart County Recorder ("Grantee Real Estate").

C. Grantee desires to obtain a perpetual ingress-egress easement over, on, along and across the Grantor Real Estate pursuant to this Easement.

Easement

IT IS NOW, COVENANTED AND AGREED, between Grantors and Grantee as follows:

1. **GRANT OF INGRESS-EGRESS EASEMENT.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and subject to the conditions of this Easement, Grantors hereby grant to Grantee for the benefit of the Grantee Real Estate a permanent and perpetual easement ("Ingress-Egress Easement") over, on, along and across that real estate located on the Grantor Real Estate and described on the attached Exhibit C ("Easement Area"). Notwithstanding any term to the contrary in this Easement, the Ingress-Egress Easement shall not become effective until Grantee no longer has access to Elkhart County Road 17.

2. **USE OF INGRESS-EGRESS EASEMENT.** The Ingress-Egress Easement shall be used in connection with Grantee operating a wood grinding and animal bedding

Exhibit F

business ("Business") on the Grantee Real Estate. The Ingress-Egress Easement shall allow Grantee, any other person or entity operating such Business and Grantee and such other person or entity's invitees access to and from Elkhart County Road 38. The use of the Ingress-Egress Easement shall include commercial vehicular and truck traffic in connection with Grantee's Business, such traffic shall include, but not be limited to, dump trucks bringing wood to Grantee and trucks or semi-trucks taking wood shavings from Grantee for delivery and off-site storage.

3. CHARACTER OF INGRESS-EGRESS EASEMENT. The Ingress-Egress Easement is created for the benefit of the Grantee Real Estate. The Ingress-Egress Easement shall be perpetual, shall be appurtenant to and shall run with the land. Any conveyance of the Grantor Real Estate is and shall be made subject to and any conveyance of the Grantee Real Estate shall be made together with the Ingress-Egress Easement and the terms of this Easement.

4. MAINTENANCE OF INGRESS-EGRESS EASEMENT. Grantee shall be responsible for the costs of installing, repairing, replacing and maintaining any hard surface necessary for the use of the Easement Area.

5. EXCLUSIVE EASEMENT AND GRANTORS' RIGHTS. The Ingress-Egress Easement granted by this Easement shall be and the accompanying rights and privileges are exclusive to Grantee and its successors and assigns, and therefore, Grantors and their successors and assigns shall not convey any other easement or conflicting property rights within the Easement Area to any other person or entity; provided, however, Grantors, together with their successors and assigns, reserve the right to enjoy the use of the Easement Area for all purposes not inconsistent with and which do not interfere with or prevent the uses by Grantee and its successors and assigns within the Easement Area as granted by this Easement.

6. ENTIRE AGREEMENT. This Easement constitutes the entire agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into this Easement.

7. ATTORNEY'S FEES. In the event of any litigation regarding the construction, enforcement, or validity of this Easement, in addition to any other relief, the prevailing party shall be entitled to recover its reasonable costs incurred, including attorneys' fees.

8. GOVERNING LAW. This Easement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana.

9. OPTION TO PURCHASE. For the consideration of the covenants of this Easement, Grantors grant to Grantee an option to purchase the Easement Area upon terms reasonably acceptable to both Grantors and Grantee at the time Grantee exercises this Option. In the event that Grantee installs hard surface in the Easement Area, Grantee

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, this 10th day of Oct., 2012, personally appeared **Brent E. Martin and Glenda D. Martin** and acknowledged the execution of the foregoing Ingress-Egress Easement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Heather N. Patterson NOTARY
Heather N. Patterson PUBLIC
(print name)
Residing in Elkhart County, Indiana

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

This instrument prepared by the law firm of Kindig & Sloat, PC, by J. Charles Zercher, P.O. Box 31, Nappanee, IN 46550.
O:\Data\TM Files\Martin Animal Bedding, LLC\limited Liability Company\AGR\Ingress Egress Easement with Brent Martin.wpd

EXHIBIT A
Grantor Real Estate

A PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 2023 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE WEST 140.9 FEET; THENCE NORTH 707.5 FEET; THENCE EAST 140.9 FEET; THENCE SOUTH 705.5 FEET TO THE PLACE OF BEGINNING.

ALSO:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

ALSO:

TWENTY-FIVE (25) ACRES OFF THE WEST SIDE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST 5 CHAINS 90 LINKS; THENCE SOUTH 29 CHAINS 43 LINKS; THENCE EAST 1 CHAIN 28 LINKS; THENCE SOUTH 10 CHAINS 67 LINKS; THENCE WEST 7 CHAINS 18 LINKS TO THE QUARTER LINE; THENCE NORTH TO THE PLACE OF BEGINNING.

ALSO:

A PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEN (10) ACRES DESCRIBED AS FOLLOWS: COMMENCING 5 CHAINS 90 LINKS EAST OF THE QUARTER POST ON THE NORTH SIDE OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE SOUTH 29 CHAINS 43 LINKS; THENCE EAST 3 CHAINS 40 LINKS; THENCE NORTH 29 CHAINS 43 LINKS; THENCE WEST 3 CHAINS 40 LINKS TO THE PLACE OF BEGINNING.

(Not the "Exhibit A" real estate)

EXHIBIT B
Grantee Real Estate

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30 AND ALONG COUNTY ROAD NUMBER 17, A DISTANCE OF 230.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 17 DEGREES 33 MINUTES 45 SECONDS EAST, A DISTANCE OF 97.77 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 98 000373; THENCE SOUTH 88 DEGREES 13 MINUTES 45 SECONDS EAST ALONG THE SOUTH LINE OF SAID MARTIN PARCEL, A DISTANCE OF 414.99 FEET TO A REBAR MARKING THE SOUTHEAST CORNER OF SAID MARTIN PARCEL; THENCE NORTH 52 DEGREES 42 MINUTES 41 SECONDS EAST, A DISTANCE OF 114.38 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 205.84 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO CARL AND AMANDA MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 0099-08891; THENCE SOUTH 88 DEGREES 16 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF THE LAST DESCRIBED MARTIN PARCEL, A DISTANCE OF 800.31 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 00 DEGREES 16 MINUTES 52 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 390.26 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 21 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1358.42 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 9.167 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

(Same as Exhibit A)

EXHIBIT C
Ingress-Egress Easement

A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING A PART OF THE PARCEL OF LAND CONVEYED TO BRENT D. AND GLENDA D. MARTIN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2008-12048, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 21 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 1358.42 FEET TO A REBAR WITH CAP MARKED BRADS-KO 0041 MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30, THE POINT OF BEGINNING OF THIS INGRESS-EGRESS DESCRIPTION; THENCE NORTH 00 DEGREES 16 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 2647.11 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 30 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 52 SECONDS WEST PARALLEL WITH AND FORTY (40) FEET EAST AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 2647.21 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 21 MINUTES 26 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION CONTAINING 2.431 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

("Easement Area" per Ordinance)

On a motion made by Frank Lucchese, seconded by Terry Rodino after duly vacating the chair and carried, the Board approved out-of-state travel for four (4) employees in the IV-D office to go to Orlando, FL in May for the Eastern Regional Child Support Training Conference.

On a motion made by Frank Lucchese, seconded by Terry Rodino after duly vacating the chair and carried, the Board approved a Level Two Design Exception Request for bridge #365, Simonton Street over Christiana Creek, as requested by Tom Byers, County Administrator.

On a motion made by Frank Lucchese, seconded by Terry Rodino after duly vacating the chair and carried, the Board approved a change in the amount on the agreement with IDNR for the weir project at Simonton Lake from \$100,000 to \$78,478, as requested by Gordon Lord, County Attorney.

On a motion made by Frank Lucchese, seconded by Terry Rodino after duly vacating the chair and carried, the Board adjourned their meeting.

Respectfully submitted,
Kathy L. Erschen