

**ZIONSVILLE TOWN COUNCIL
DOCKET #2025-53-Z**

**COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL
PROPERTY MADE IN CONNECTION WITH A REZONE**

_____ (hereinafter referenced as “**Owner**”), represents and warrants that Owner is the owner of certain real estate located in the Town of Zionsville, Boone County, Indiana, which real estate is described in Exhibit A attached hereto and incorporated herein by this reference (the “**Real Estate**”). Owner further represents and warrants that Owner has the authority to, and does hereby voluntarily make, the following **COMMITMENTS** concerning the use and development of the Real Estate:

STATEMENT OF COMMITMENTS

Owner voluntarily agrees and commits that the approval of the petition assigned Docket No. 2025-53-Z and requesting a rezone of the Real Estate to The Maple Lane Club of Bradley Ridge PUD District is conditioned upon the following Commitments:

1. Declaration of Covenants and Owners Association. A Declaration of Covenants shall be prepared by the Controlling Developer or its successor-in-interest and recorded against the Real Estate in the Office of the Recorder of Boone County, Indiana. There may be multiple Declarations of Covenants applicable to different portions of the Real Estate, and multiple corresponding Owners Associations, in the discretion of the Controlling Developer or its successor-in-interest. The Declaration(s) of Covenants shall establish an architectural review board, which board shall establish guidelines regarding the design and appearance of all Buildings.
2. Common Area Maintenance. Once the Real Estate is developed, it shall be the responsibility of the applicable owner(s) or Owners Association(s) with respect to any portion of the Real Estate owned by such owner(s) or such Owners Association(s) and on which any landscaped common area exists, to ensure proper maintenance of landscaping in accordance with The Maple Lane Club of Bradley Ridge PUD District Ordinance, as amended. This maintenance obligation includes, as applicable, (i) mowing, tree trimming, planting, irrigation, and mulching of planting areas, (ii) replacing dead, diseased, obtrusive, or overgrown plantings with identical varieties or a suitable substitute, and (iii) keeping the landscaped area free of refuse, debris, rank vegetation, and weeds. Street trees, as described in The Maple Lane Club of Bradley Ridge PUD District Ordinance, as amended, shall be maintained by the Controlling Developer or its successor-in-interest.

3. Regulatory Signs. Any decorative posts, signs, and hardware accompanying regulatory signs in The Maple Lane Club of Bradley Ridge PUD District shall be maintained by the Controlling Developer or its successor-in-interest.

These **COMMITMENTS** shall be promptly executed and recorded by Owner in the Office of the Recorder of Boone County, Indiana, after The Maple Lane Club of Bradley Ridge PUD District Ordinance is approved and adopted for rezone of the Real Estate, relative to Docket No. 2025-53-Z. These **COMMITMENTS** shall be binding on Owner and on any and all other persons or entities acquiring an interest in the Real Estate (hereinafter, collectively, “**Owners**”).

Owner shall have an affirmative duty to inform any third parties with whom Owner negotiates for a possible sale, lease, assignment, mortgage, or transfer of the Real Estate of the existence of these **COMMITMENTS**. In the event any sale, lease, assignment, mortgage, or transfer occurs, Owner shall ensure that a copy of these **COMMITMENTS** is incorporated into any such written agreement with the third party. In the event Owner fails to comply with the terms of this paragraph and the third party fails to perform and/or comply with these **COMMITMENTS**, the Town shall be entitled to recover from Owner and from each third party who has become a subsequent owner of the Real Estate after these **COMMITMENTS** are recorded, jointly and/or severally, any and all damages which arise from this failure and shall also be entitled to injunctive relief to terminate any non-compliance herewith.

These **COMMITMENTS** may be modified or terminated by a decision of the Town Council made after a public hearing for which proper notice is given, including hearings for other land uses or zoning approvals involving the Real Estate or any portion thereof described in Exhibit A.

These **COMMITMENTS** may be enforced, jointly and/or severally, by the Plan Commission, the Plan Director (or a position created for the Town which is analogous thereto), and/or the Town. Owner and all Owners shall be obligated hereunder to indemnify the Plan Commission and the Town, and to hold said entities and their respective authorized representatives, including, but not limited to, the Plan Director, harmless from any liability, expense (including, but not limited to, reasonable attorneys’ fees and court costs), costs, or damages which result from the failure to perform Owner’s and/or Owners’ obligations under the terms and conditions of these **COMMITMENTS**.

In the event it becomes necessary to enforce these **COMMITMENTS** in a court of competent jurisdiction, and Owner and/or any subsequent owner(s) of the Real Estate are found to be in violation of these **COMMITMENTS**, all such violators shall pay all reasonable costs and expenses the Town, the Plan Commission, and other authorized representative(s) incur in the enforcement of these **COMMITMENTS**, including, but not limited to, reasonable attorneys’ fees, expert witness fees, and court costs.

Any controversy arising under, or in relation to, these **COMMITMENTS** shall be litigated exclusively in the applicable state courts of Indiana without regard to conflicts of law principles. Owner irrevocably consents, for themselves and all subsequent Owners, to service, jurisdiction, and venue in such state courts for any such litigation and hereby waives any other venue to which Owner or Owners might be entitled by virtue of domicile, habitual residence, or otherwise.

Owner shall be responsible, at Owner's expense, for recording these **COMMITMENTS** in the Office of the Recorder of Boone County, Indiana, and, subject to the terms hereof, promptly following final approval of Docket Number 2025-53-Z, shall provide the Department with copies of such recording as a condition precedent for issuance of an Improvement Location Permit, Building Permit, and/or Certificate of Occupancy. The **COMMITMENTS** shall be considered a covenant running with the Real Estate, including any portion thereof, and shall continue in effect until modified or terminated in conformance with the requirements herein.

Capitalized terms not otherwise defined in these **COMMITMENTS** shall have the meanings ascribed to them in The Maple Lane Club of Bradley Ridge PUD District Ordinance, as amended, passed by the Town under Ordinance No. 2025- , and, if not defined therein, such capitalized terms shall have the meanings ascribed to them in the Zoning Ordinance. The undersigned, by executing these **COMMITMENTS**, represents and warrants that Owner is the owner of the Real Estate, that execution of these **COMMITMENTS** is being voluntarily undertaken and requires no authorization of a third party, and that these **COMMITMENTS** shall be binding upon the undersigned as to all the particulars herein and shall be considered a **COVENANT** running with the land described herein as the Real Estate, including, but not limited to, any portion thereof. By affirming his/her signature below to these **COMMITMENTS**, the undersigned further represents and warrants that he/she has full capacity and authority to execute these **COMMITMENTS**.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Owner has executed these **COMMITMENTS** as of _____, 202__.

OWNER:

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, as _____, who acknowledged voluntarily executing the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 202__.

Signature: _____

Printed: _____

Notary Public

My Commission Expires:

County of Residence:

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. _____.

Instrument prepared by and upon recording return to: Kyle T. Resetarits, Esq., Dentons Bingham Greenebaum LLP, 10 West Market Street, Suite 2700, Indianapolis, Indiana 46204, (317) 968-5506.

EXHIBIT A TO COMMITMENTS
Legal Description of the Real Estate

Parcel 1:

A part of the South Half of Section 11, Township 18 North, Range 2 East of the Second Principal Meridian, and being more particularly described as follows, to-wit: begin at the Northeast corner of the West Half of the Southeast Quarter of the aforesaid Section 11, and proceed thence South 0 degrees 35 minutes 11 seconds East (an assumed bearing) along the quarter-quarter section line for a distance of 2635.53 feet; thence South 89 degrees 06 minutes 44 seconds West, with the Section line, for a distance of 1902.00 feet; thence North 20 degrees 33 minutes 02 seconds West, with the centerline of U.S. Highway No. 421 for a distance of 2016.07 feet; thence North 20 degrees 31 minutes 53 seconds West, along said centerline, for a distance of 462.73 feet; thence North 89 degrees 19 minutes 41 seconds East for a distance of 766.63 feet; thence North 1 degree 11 minutes 57 seconds West for a distance of 297.00 feet; thence North 88 degrees 53 minutes 42 seconds East, along the Quarter Section line, for a distance of 1984.79 feet to the point of beginning, containing 138.1138 acres, more or less.

State Parcel No. 06-08-11-000-002.000-016

Parcel 2:

A part of the northeast quarter and a part of the northwest quarter of Section 11, Township 18 North, Range 2 East, situated in Union Township, Boone County, Indiana, more particularly described, as follows:

From an iron rod at the southeast corner of the aforesaid northeast quarter proceed thence South 88° 53' 02" West (an assumed bearing), along the quarter section line, 1358.28 feet to the southwest corner of the southeast quarter of the northeast quarter of the aforesaid Section 11 and the point of beginning. From said point of beginning thence South 88° 53' 42" West, along the quarter section line and the north line of a tract of ground described in Deed Record 194, page 776, 1,984.79 feet; thence South 01° 11' 57" East as described in Deed Record 194, page 776, 297.00 feet; thence South 89° 19' 41" West, as described in Deed Record 194, page 776; 766.63 feet which point is the centerline of U.S. Highway #421; thence North 20° 28' 52" West along said centerline of U.S. Highway #421, 683.68 feet; thence North 89° 19' 41" East, 994.26 feet; thence North 00° 24' 29" West along an existing fence, 314.13 feet; thence North 88° 31' 36" 1989.35 feet to a point in the quarter-quarter section line, thence South 0° 17' 05" East, with the quarter-quarter section line, 673.20 feet to the point of beginning containing 43.4183 Acres subject to the right-of-way of U.S. Highway #421 on and along the westernmost boundary containing 0.7848 acres.

State Parcel No. 06-08-11-000-009.000-016