

Holliday Farms
PLANNED UNIT DEVELOPMENT DISTRICT
(Additional Real Estate)

ORDINANCE
2023-36

ZIONSVILLE, INDIANA

2023

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SCHEDULE OF EXHIBITS

<u>Exhibit 1.</u>	<u>Legal Description</u>
<u>Exhibit 2.</u>	<u>Concept Plan</u>
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<u>Exhibit 6.</u>	<u>Conceptual Character Imagery – Central Mixed Use Block</u>

Note: All of the above Exhibits (1-6) are attached to this Holliday Farms Ordinance (First Amendment), are incorporated by reference into this Holliday Farms Ordinance (First Amendment), and are part of this Holliday Farms Ordinance (First Amendment).

ORDINANCE NUMBER 2023-36

**AN ORDINANCE OF THE TOWN OF ZIONSVILLE, BOONE COUNTY, INDIANA
AMENDING THE HOLLIDAY FARMS
PLANNED UNIT DEVELOPMENT ORDINANCE**

WHEREAS, the petitioner, Sentry Development, LLC, filed its Zoning Amendment Application before the Zionsville Plan Commission seeking to amend the Holliday Farm PUD, which was previously adopted by the Zionsville Town Council as Ordinance 2018-15 (the "Holliday Farms PUD"), to add the Additional Real Estate more particularly described on Exhibit A to the Application (the "Additional Real Estate") to such PUD;

WHEREAS, pursuant to I.C. 36-7-4-608, the Zionsville Plan Commission conducted the required public hearing and determined its favorable recommendation, by a 6-1 vote, on November 20, 2023;

WHEREAS, the Zionsville Plan Commission certified its favorable recommendation to the Zionsville Town Council on November 20, 2023;

WHEREAS, pursuant to I.C. 36-7-4-1500 et seq., the Town Council of the Town of Zionsville, having considered the application and the recommendation of the Zionsville Plan Commission, now adopts the proposal and approves this amendment to the Holliday Farm PUD, all as hereinafter set out, (i) as an amendment to the Zone Map, (ii) determines that all prior ordinances or parts thereof inconsistent with any provision of this ordinance and its exhibits are hereby made inapplicable to the use and development of the Additional Real Estate and (iii) determines that all prior commitments and restrictions applicable to the Additional Real Estate inconsistent with this amendment shall be null and void and replaced and superseded by this amendment to the Holliday Farm PUD;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF ZIONSVILLE TOWN COUNCIL THAT THE ZONING MAP BE AMENDED AS FOLLOWS:

Section 1. Applicability of Ordinance.

Section 1.1. The Zone Map is hereby changed to designate the Real Estate as a Planned Unit Development District to be known as the Holliday Farms District.

Section 1.2. Development in the Holliday Farms District shall be governed entirely by (i) the provisions of this the Holliday Farms Ordinance (First Amendment) and its exhibits, (ii) the Holliday Farm PUD; and (iii) those provisions of the Zoning Ordinance specifically referenced in the Holliday Farms PUD. In the event of a conflict or inconsistency among the Holliday Farms PUD, the Holliday Farms Ordinance (First Amendment), and the

Zoning Ordinance, the provisions of the Holliday Farms Ordinance (First Amendment) shall apply. In the event a standard, required for the approval by the Town of a Development Plan, is not defined within either the Holliday Farms Ordinance (First Amendment) or the Holliday Farms PUD, the provisions of the required standard within the Zoning Ordinance shall apply.

Section 1.3. The MRO (US Hwy 421 Michigan Road Overlay Corridor Ordinance) as identified on the Zone Map for the Town of Zionsville and standards for which are included in the Zoning Ordinance (the "Overlay District") shall apply to the use and development of the Real Estate, except as follows:

- A. Intentionally Omitted.
- B. Drive-through facilities may be permitted, subject to the following:
 - (i) In all cases, drive-through facilities and/or service units, including service window(s), menu board(s), vehicle aisles and/or the like shall not be placed between the public right-of-way and the associated building.
 - (ii) Drive-through windows for banks, drugstores, and other uses without menu boards shall be located at the rear of a building, and shall be located in a manner where they cannot be seen from the public rights-of-way.
 - (iii) Drive-through facilities for restaurants and other uses that utilize a menu board shall be required to have the menu board located at the rear of the building and be located in a manner where it cannot be seen from public rights-of-way. The drive-through window may be located on the side of a building, and the drive-through window lane exit area shall be screened from the public right-of-way with a landscape island at the facility exit to screen the drive-through lane and window. Drive-through facilities on either side of a building that are visible to pass-by traffic shall be screened by a five-foot wide landscape buffer of a length to cover the entire drive-through stacking area.
 - (iv) Alternate locations for drive-through windows, stalls, menu boards, and/or associated auto centric components may be considered by the Plan Commission (PC) on a case-by-case basis when seeking Development Plan Approval.
- C. The Overlay District requirements for a minimum Lot Area, minimum gross floor area, and minimum building height shall not apply.
- D. The Architectural Design Requirements shall be met if in compliance with the character exhibits included herein.

- E. The parking requirements contained herein shall apply in lieu of the Overlay District parking requirements.

Section 2. Rules of Construction.

Section 2.1. General Rules of Construction. The following general rules of construction and definitions shall apply to the Holliday Farms Ordinance (First Amendment):

- A. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
- B. Words used in the present tense include the past and future tenses, and the future the present.
- C. The word “shall” indicates a mandatory requirement. The word “may” indicates a permissive requirement.

Section 3. Use Blocks Within the Holliday Farms Ordinance. The Use Block within the Holliday Farms District are as shown on Exhibit 3 (Use Block Plan).

Section 3.1. Central Mixed Use Block. This Block is located as shown on Exhibit 3 (Use Block Plan).

A. Permitted Uses:

- (1) Permitted Uses within this Block shall be set forth in Exhibit 4 (Use Table).
- (2) Additional Requirements and Standards are included under Section 17 of the Holliday Farms PUD.

B. Development Requirements:

- (1) Applicable bulk requirements are contained within Exhibit 5 (Development Standards Matrix).
- (2) Applicable landscaping requirements are those contained in Section 11 of the Holliday Farms PUD.
- (3) Applicable lighting requirements are those contained in Section 12 of the Holliday Farms PUD.
- (4) Applicable signage requirements are contained in Section 13 of the Holliday Farms PUD.

- (5) Applicable parking requirements are contained in Section 14 of the Holliday Farms PUD, except that parking for a senior living facility shall be 0.5 spaces per 1,000 building square feet.
- (6) Applicable pedestrian circulation standards are contained in Section 15 of the Holliday Farms PUD.
- (7) Applicable environmental systems, drainage and street standards are contained in Section 16 of the Holliday Farms PUD.
- (8) Applicable procedural provisions are contained in Section 19, Section 20 and Section 21 of the Holliday Farms PUD.
- (9) Applicable definitions are contained in Section 22 of the Holliday Farms PUD.
- (10) Street & Trailway Standards are contained in Exhibit 13 of the Holliday Farms PUD.
- (11) Architectural standards are contained in Exhibit 15 of the Holliday Farms PUD.

C. The Conceptual Character Imagery of Building Architecture is contained within Exhibit 6 (Conceptual Character Imagery – Central Mixed Use Block).

ALL OF WHICH IS HEREBY ADOPTED BY THE TOWN COUNCIL OF ZIONSVILLE,
BOONE COUNTY, INDIANA THIS 4th DAY OF December, 2023.

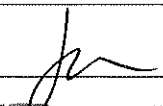
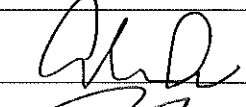
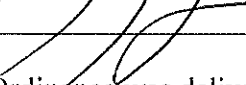
TOWN OF ZIONSVILLE – TOWN COUNCIL
BOONE COUNTY, INDIANA

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: *Matthew M. Price*

Prepared by: Matthew M. Price, Attorney, Dentons Bingham Greenebaum LLP, 10 W. Market St., Suite 2700, Indianapolis, IN 46204 (317) 686-5225.

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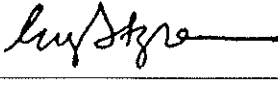
**TOWN COUNCIL OF THE TOWN
OF ZIONSVILLE, BOONE COUNTY, INDIANA
(Signatures of Council Members)**

	YEA	NAY
Jason Plunkett, President		
Brad Burk, Vice-President		
Josh Garrett		
Alex Choi		
Joe Culp		
Josh Garrett		
Craig Melton		
Bryan Traylor		

I hereby certify that the foregoing Ordinance was delivered to the Town of Zionsville mayor Emily Styron on the 5th day of December, 2023 at 10 A.M./P.M.

ATTEST: 
Amy Lacy, Municipal Relations Coordinator

**MAYOR'S
APPROVAL**


Emily Styron, Mayor

12/14/23
DATE

**MAYOR'S
VETO**

Emily Styron, Mayor

DATE

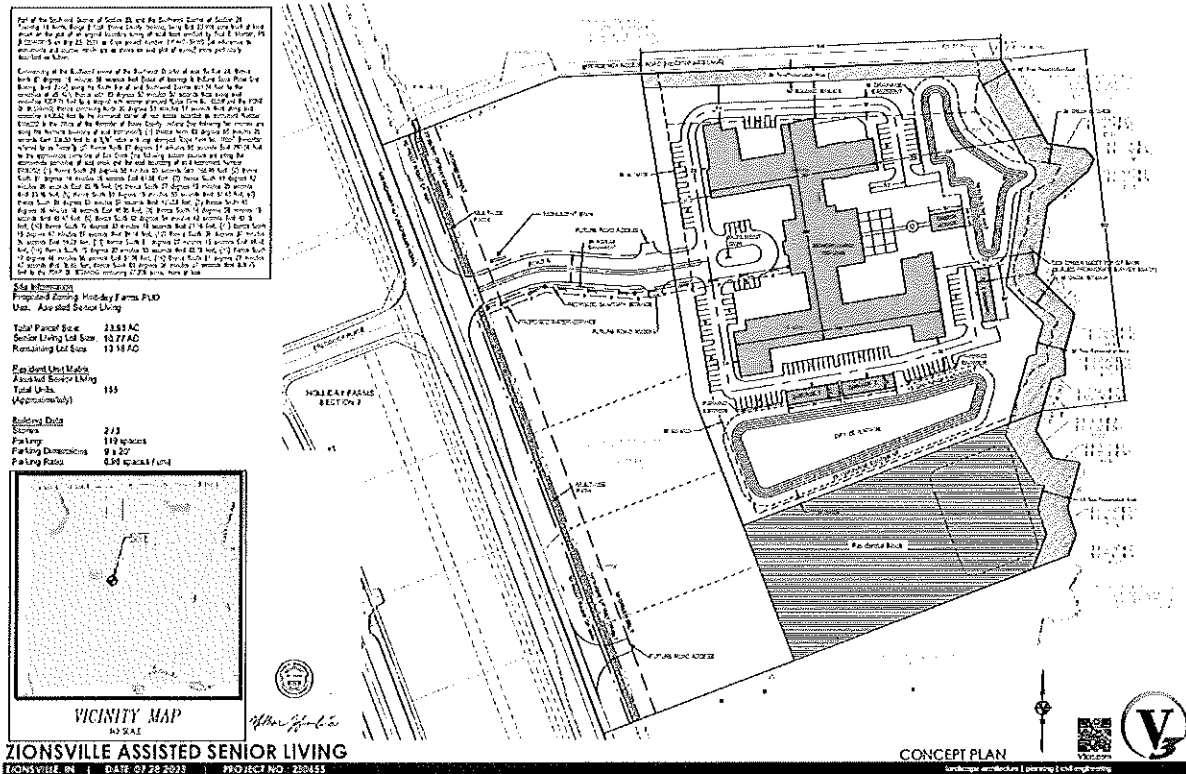
EXHIBIT 1

LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 23, and the Southwest Quarter of Section 24, Township 18 North, Range 2 East, Boone County, Indiana, being that 23.959 acre tract of land shown on the plat of an original boundary survey of said tract certified by Paul E. Klodzen, PS #LS20400015 on May 23, 2021 as Cripe project number 170447-39000 (all references to monuments and courses herein are as shown on said plat of survey) more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 24; thence North 87 degrees 19 minutes 56 seconds West (basis of bearings is Indiana State Plane Grid Bearing, West Zone) along the South line of said Southwest Quarter 631.24 feet to the centerline of US 421; thence orth 20 degrees 53 minutes 57 seconds West along said centerline 1257.71 feet to a Magnail with washer stamped "Cripe Firm No. 0055" and the POINT OF BEGINNING; thence continuing North 20 degrees 53 minutes 57 seconds West along said centerline 1108.62 feet to the northwest corner of real estate recorded as Instrument Number 0106252 in the Office of the Recorder of Boone County, Indiana (the following two courses are along the Northern boundary of said Instrument); (1) thence North 69 degrees 03 minutes 25 seconds East 336.50 feet to a 5/8" rebar with cap stamped "Cripe Firm No. 0055" (hereafter referred to as "rebar"); (2) thence North 87 degrees 51 minutes 50 seconds East 780.56 feet to the approximate centerline of Cox Creek (the following sixteen courses are along the approximate centerline of said creek and the east boundary of said Instrument Number 0106252; (1) thence South 28 degrees 58 minutes 00 seconds East 168.99 feet; (2) thence South 81 degrees 14 minutes 05 seconds East 67.68 feet; (3) thence South 41 degrees 42 minutes 26 seconds East 22.78 feet; (4) thence South 27 degrees 12 minutes 25 seconds West 23.78 feet; (5) thence South 50 degrees 19 minutes 53 seconds West 92.43 feet; (6) thence South 09 degrees 03 minutes 57 seconds West 125.59 feet; (7) thence South 45 degrees 16 minutes 18 seconds East 95.95 feet; (8) thence South 14 degrees 56 minutes 18 seconds West 69.47 feet; (9) thence South 02 degrees 54 minutes 42 seconds East 40.15 feet; (10) thence South 72 degrees 33 minutes 16 seconds West 27.16 feet; (11) thence South 15 degrees 47 minutes 21 seconds West 94.14 feet; (12) thence South 31 degrees 37 minutes 20 seconds East 56.22 feet; (13) thence South 81 degrees 07 minutes 15 seconds East 48.46 feet; (14) thence South 15 degrees 20 minutes 55 seconds West 82.72 feet; (15) thence South 17 degrees 46 minutes 55 seconds East 51.06 feet; (16) thence South 21 degrees 27 minutes 47 seconds West 38.60 feet; thence South 69 degrees 06 minutes 03 seconds West 876.25 feet to the POINT OF BEGINNING containing 23.959 acres, more or less.

CONCEPT PLAN



USE BLOCK PLAN



EXHIBIT 4

USE TABLE

USE BLOCK LEGEND

CMU= The Central Mixed Use Block

LEGEND

P = Permitted

SU = Special Use

Blank = Not Permitted

A = Accessory Use

	USE BLOCK CMU
Residential Uses	
Smaller Detached Dwellings (limited to "for sale" only) ¹	P
Attached Dwellings (e.g., townhouse, condominiums and villas) (limited to "for sale" only) ¹	P
Multi-Family Dwellings	
Mixed Use Buildings (Residential & Commercial)	P
Home Occupation	P
Bed & Breakfast Inn	
Boarding or Lodging House	
Nursing/Retirement/Convalescent Facility/ CCRC	P
Private Swimming Pool, etc	A
Amenity Area	P
Office Uses	
Clinical or Medical Health Center	P
Research Laboratory or Facility	
General Offices	P
Professional Offices	P
Training Facility	P
Institutional Uses	
Surgery Center (≤ 15,000 square feet)	P
Urgent Care Facility	P
Rehabilitation Facility	P
Physical/Occupational Care	P
Retail & Service Uses	
General Retail Sales ²	P
General Service	P
Automated Teller Machine (ATM)	P
Café	P
Coffee Shop	P

	USE BLOCK CMU
Delicatessen	P
Drug Store ²	P
Dry Cleaning Establishment (w/out on-site plant)	P
Computer and Electronics Equipment Sales/Repair (indoor)	P
Financial Institution (with drive-thru)	P
Financial Institution (without drive-thru)	P
Grocery Store ²	P
Roadside Sales Stand	
Veterinarian's Office/Small Animal Care and Boarding (no outdoor kennel)	P
Cultural/Entertainment Uses⁴	
Art Gallery	P
Art & Music Center	P
Indoor Theater	P
Catering Establishment	P
Restaurant, without drive-thru food sales ³	P
Restaurant, with walk-up sales ³	P
Museum	P
Brewpub/Microbrewery	P
Recreational⁴	
Commercial Recreational Facility, Indoor	
Commercial Recreational Facility, Outdoor (e.g., miniature golf, ice rink)	
Health/Fitness Facility	P
Open Space	P
Private Recreational Facility	P
Park, Public	P
Park, Private	P
Trails, Private	P
Miscellaneous	
Artificial Lake, Creek or Pond (non-platted)	P
Private Garden Plots	A
Entryway Guard Houses / Gate Houses (manned or unmanned for aesthetics)	P
Farmstead Uses / Agricultural (permitting continued farming for undeveloped areas)	P

	USE BLOCK CMU
Temporary Uses⁴	
Construction Facility	P
Display, Outdoor	P
Model Homes	P
Sales, Outdoor	P
Sales, Seasonal Outdoor	P
Special Event, Outdoor	P

¹ Residential uses are limited to the Residential Block area as shown on the Concept Plan; provided, however, the western boundary of such area may be extended south and west so long as it is a minimum of 150' from the US 421 right-of-way.

² Total square footage shall not exceed 29,900 SF.

³ Franchise architecture shall not be permitted. Franchises or national chains shall follow specified architectural styles to create a unique building that is compatible with the character exhibits set forth in the Holliday Farms PUD. In this regard, no neon lighting shall be permitted.

⁴ To limit noise from any Cultural/Entertainment Use; Recreational Use; or Temporary Use, there shall be no musical or other performance after 8:00 p.m. In addition, pickleball shall not be permitted.

EXHIBIT 5

DEVELOPMENT STANDARDS MATRIX

Single-family Detached Residential Uses: The standards, as set forth herein, shall apply to all single-family detached residential uses in the District.

Minimum Lot			Minimum Setbacks				Max. Bldg. Height
Width	Lot Frontage	Area (SF)	Front	Side	Rear	Building Separation	
50'	18'	7,250	20'	4'	10'	8'	40'

Single-family Attached Residential Uses: The standards of the Underlying Zoning District shall apply to attached residential uses, except as otherwise set forth below:

Attached Residential Type	Minimum Building Setbacks				Minimum Dwelling Unit Size (SF)	Maximum Density	Max. Bldg. Height
	Private Street	Public Street	Garage from Street	Building Separation			
Duplex	10'	20'	20'	12'	1,500	6 du/acre	50'
Triplex	10'	20'	20'	12'	1,500	10 du/acre	50'
Quadraplex	10'	20'	20'	12'	1,500	10 du/acre	50'
Townhome	10'	20'	20'	12'	1,200	12 du/acre	50'
Condo-minimum	10'	20'	20'	12'	1,200	12 du/acre	50'

Variations: The Plan Commission may approve a fifteen percent (15%) reduction in any minimum development standard or fifteen percent (15%) increase in any maximum development standard specified in this Section, excluding maximum density standards.

Commercial Development Standards Matrix

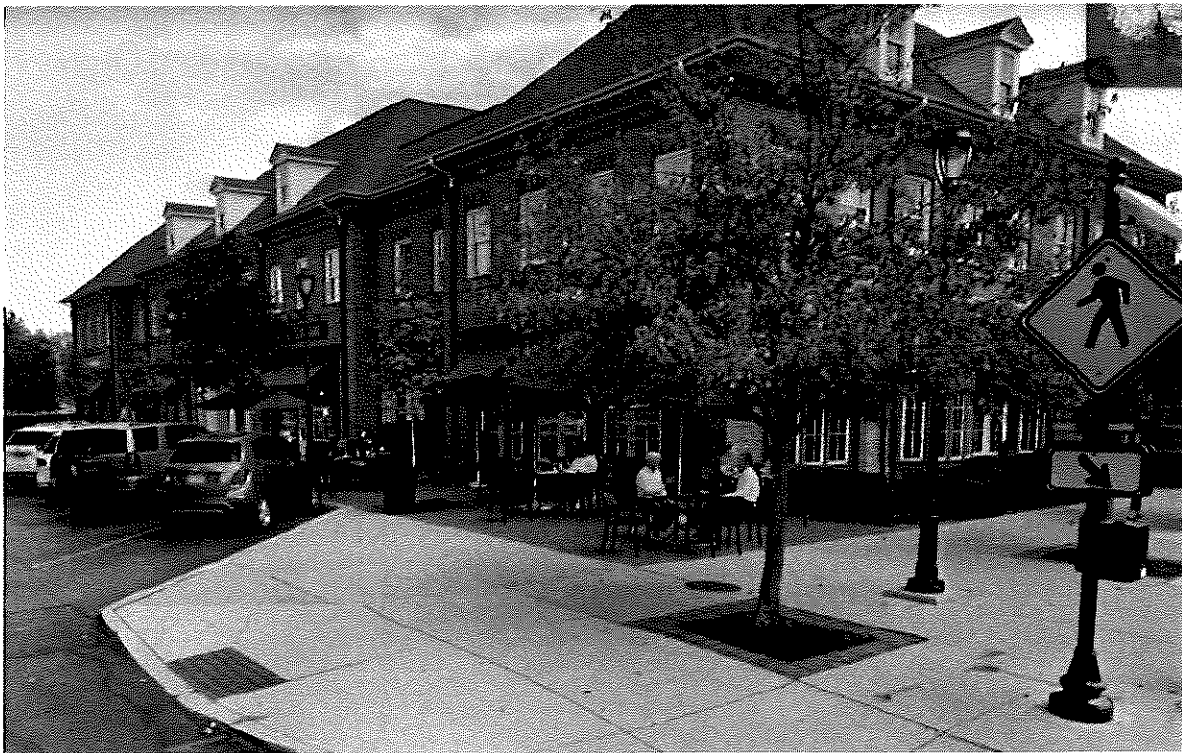
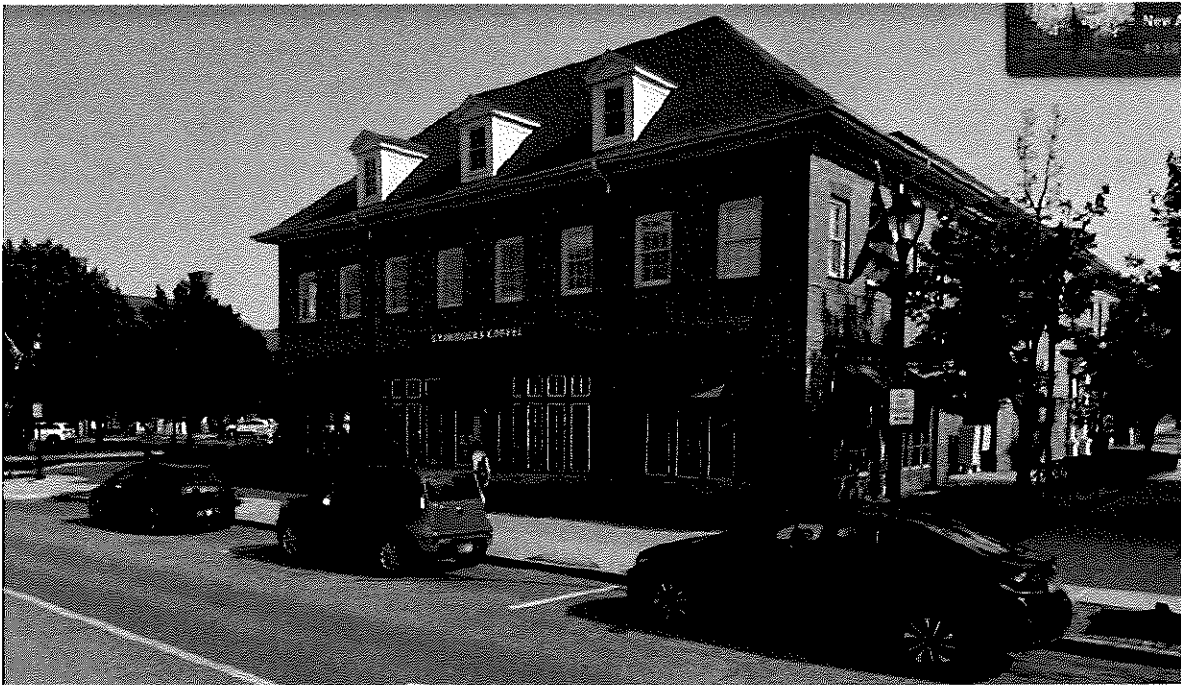
Standard	CMU
Maximum Building Height ^{1, 5}	Two Stories (Thirty-Nine Feet) ⁵
Minimum Front Yard Setback ²	30'
Minimum Side/Rear Yard Setback ³	50'/15'
Gross Floor Area (Retail Use) ⁴	35,000

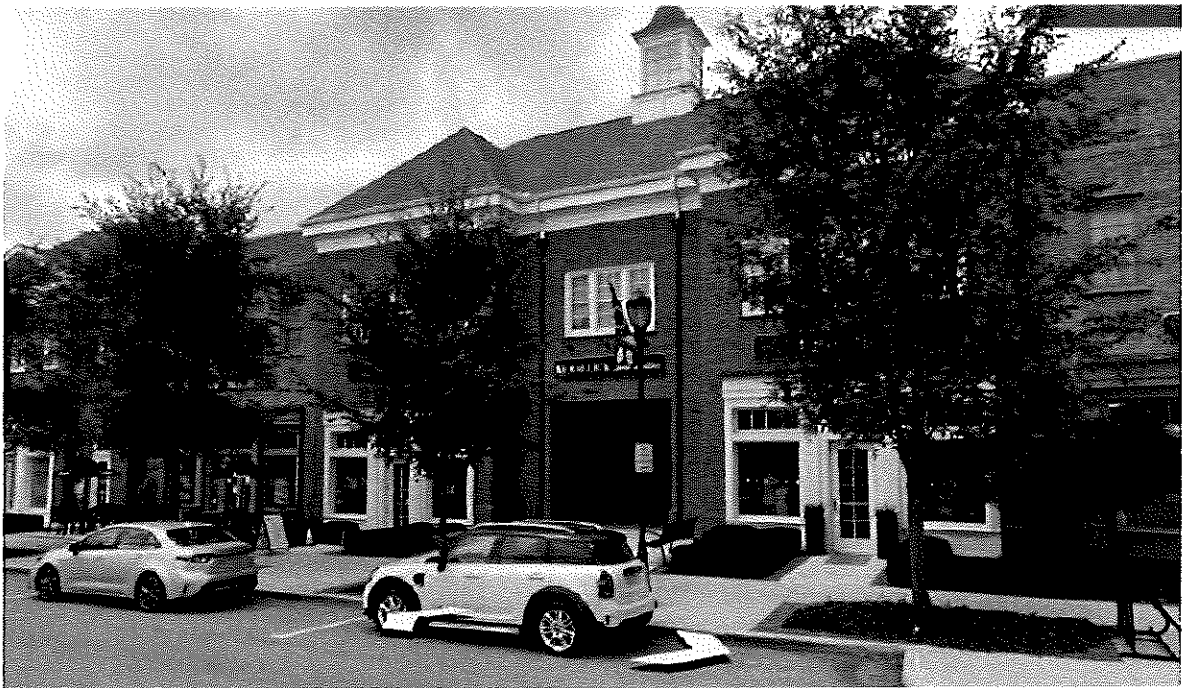
1. Exclusive of taller architectural features such as atriums or other elements which do not include floor area.
2. Measured from U.S. Highway 421 right-of-way.
3. The 50-foot setback applies to a non-residential lot next to an existing residential district (not within The Holliday Farm District). The 15-foot setback applies to a non-residential lot next to a non-residential district.
4. The maximum retail space for a single user shall not exceed 35,000 square feet. However, total square footage for a grocery store or drug store may not exceed 29,900 square feet.
5. Senior housing structure may be up to 55' measured from the adjoining grade to the top of roof ridge line (chimney's are permitted to a maximum of 65')

EXHIBIT 6

CONCEPTUAL CHARACTER IMAGERY







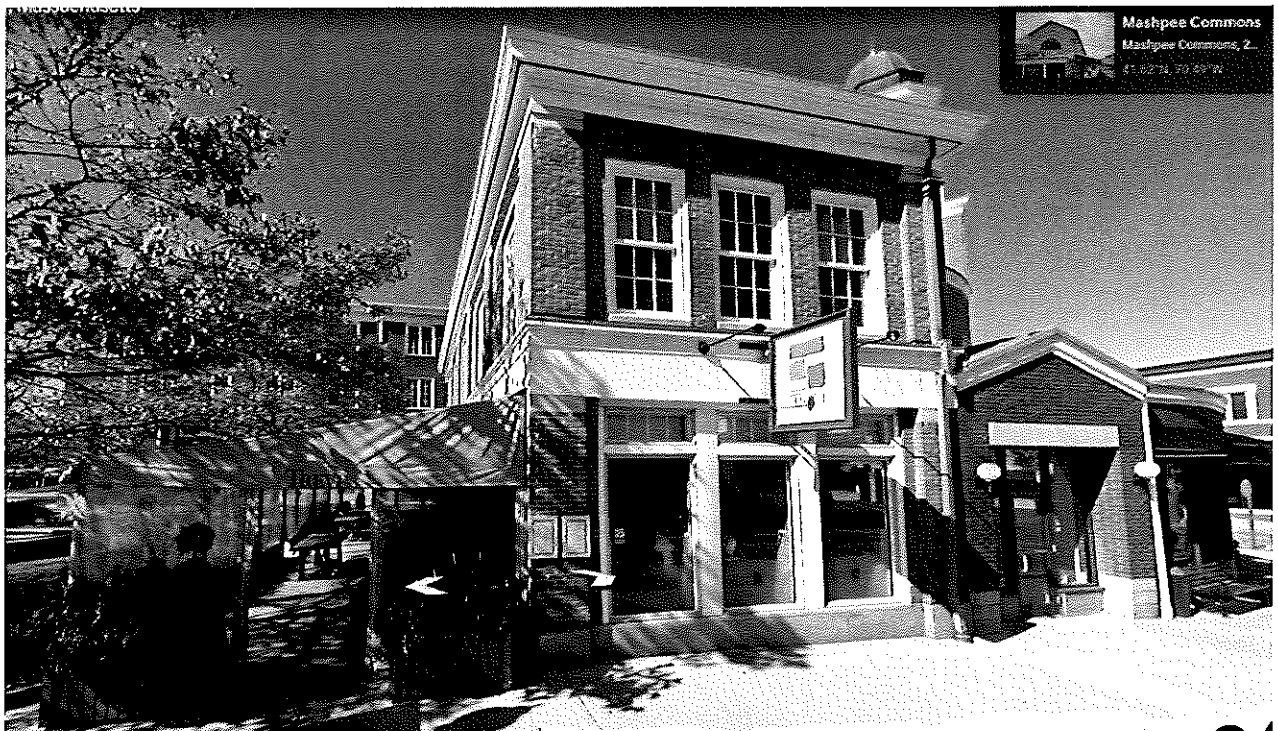










Exhibit A



ZIONSVILLE

Town of Zionsville 1100 West Oak Street Zionsville, Indiana 46077 www.zionsville-in.gov

**CERTIFICATION TO THE TOWN COUNCIL
OF THE TOWN OF ZIONSVILLE, BOONE COUNTY, INDIANA**

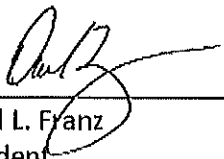
November 21, 2023

To the Town Council of the Town of Zionsville, Indiana:

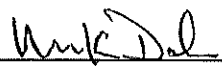
Be It advised that, pursuant to Indiana Code 36-7-4, on November 20, 2023, the Town of Zionsville Advisory Plan Commission (the "Commission"), by a vote of six (6) in favor and one (1) opposed, gave a Favorable Recommendation to proposal #2023-36-Z to amend the Zoning Map (the "Map") of the Town of Zionsville (Legal Description attached as "Exhibit A") subject to the zoning commitment attached as "Exhibit B." Proposal #2023-36-Z recommends that 23.959+/- acres comprised of a single lot being as described in the Petition, be rezoned from the Special Use Seven (SU-7) District to the Planned Unit Development (PUD) District.

The Town of Zionsville Advisory Plan Commission hereby certifies proposal #2023-36-Z to amend the Map (a copy of which is attached to this Certification and incorporated here by this reference, ("Exhibit C")) to the Town Council of Zionsville, Indiana, with a Favorable Recommendation.

TOWN OF ZIONSVILLE ADVISORY PLAN COMMISSION



David L. Franz
President



Mike Dale, AICP
Secretary

EXHIBIT A
LEGAL DESCRIPTION OF THE REAL ESTATE

Part of the Southeast Quarter of Section 23, and the Southwest Quarter of Section 24, Township 18 North, Range 2 East, Boone County, Indiana, being that 23.959 acre tract of land shown on the plat of an original boundary survey of said tract certified by Paul E. Klodzen, PS #LS20400015 on May 23, 2021 as Cripe project number 170447-39000 (all references to monuments and courses herein are as shown on said plat of survey) more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 24; thence North 87 degrees 19 minutes 56 seconds West (basis of bearings is Indiana State Plane Grid Bearing, West Zone) along the South line of said Southwest Quarter 631.24 feet to the centerline of US 421; thence orth 20 degrees 53 minutes 57 seconds West along said centerline 1257.71 feet to a Magnail with washer stamped "Cripe Firm No. 0055" and the POINT OF BEGINNING; thence continuing North 20 degrees 53 minutes 57 seconds West along said centerline 1108.62 feet to the northwest corner of real estate recorded as Instrument Number 0106252 in the Office of the Recorder of Boone County, Indiana (the following two courses are along the Northern boundary of said Instrument); (1) thence North 69 degrees 03 minutes 25 seconds East 336.50 feet to a 5/8" rebar with cap stamped "Cripe Firm No. 0055" (hereafter referred to as "rebar"); (2) thence North 87 degrees 51 minutes 50 seconds East 780.56 feet to the approximate centerline of Cox Creek (the following sixteen courses are along the approximate centerline of said creek and the east boundary of said Instrument Number 0106252; (1) thence South 28 degrees 58 minutes 00 seconds East 168.99 feet; (2) thence South 81 degrees 14 minutes 05 seconds East 67.68 feet; (3) thence South 41 degrees 42 minutes 26 seconds East 22.78 feet; (4) thence South 27 degrees 12 minutes 25 seconds West 23.78 feet; (5) thence South 50 degrees 19 minutes 53 seconds West 92.43 feet; (6) thence South 09 degrees 03 minutes 57 seconds West 125.59 feet; (7) thence South 45 degrees 16 minutes 18 seconds East 95.95 feet; (8) thence South 14 degrees 56 minutes 18 seconds West 69.47 feet; (9) thence South 02 degrees 54 minutes 42 seconds East 40.15 feet; (10) thence South 72 degrees 33 minutes 16 seconds West 27.16 feet; (11) thence South 15 degrees 47 minutes 21 seconds West 94.14 feet; (12) thence South 31 degrees 37 minutes 20 seconds East 56.22 feet; (13) thence South 81 degrees 07 minutes 15 seconds East 48.46 feet; (14) thence South 15 degrees 20 minutes 55 seconds West 82.72 feet; (15) thence South 17 degrees 46 minutes 55 seconds East 51.06 feet; (16) thence South 21 degrees 27 minutes 47 seconds West 38.60 feet; thence South 69 degrees 06 minutes 03 seconds West 876.25 feet to the POINT OF BEGINNING containing 23.959 acres, more or less.

Exhibit B

PRIVATE COMMITMENTS

The undersigned, Sentry Development, LLC ("Sentry"), commits and agrees to the following, for the benefit of the Bridlewood Homeowners' Association and the Hidden Pines Homeowners' Association (together, the "Associations"):

1. Citizens Water Connection Discussion. Sentry agrees that the Bridlewood Homeowners' Association shall be given notice of, and provided the opportunity to participate in, all discussions and meetings with Citizens concerning the provision of water to the Sentry site.
2. Wetlands Delineation. Sentry shall provide the Associations with a written copy of its wetlands delineation report.
3. Tax Increment Financing. Sentry agrees to include the Associations and their respective representatives in discussions with the Town of Zionsville respecting tax increment financing in connection with the project, including, without limitation, definitive agreements covering the installation of perimeter pathways and other improvements.

SENTRY DEVELOPMENT, LLC

By: _____

Printed: _____

Title: _____

Exhibit B

ZIONSVILLE PLAN COMMISSION Docket Number 2023-36-Z

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE VOLUNTARILY MADE IN CONNECTION WITH A REZONING PER THE TOWN OF ZIONSVILLE ZONING ORDINANCE

In accordance with Indiana Code 36-7-4-1015, Henke Development Group, LLC (the "Initial Owner"), represents and warrants that Initial Owner are the owners of certain real estate located in Boone County, Indiana, which real estate is more particularly described in Exhibit A attached hereto (the "Real Estate"), and as an Owner of said Real Estate, each has authority to and does hereby voluntarily makes the following COMMITMENTS concerning the use and development of the Real Estate. The following "COMMITMENTS" shall be binding on the Real Estate and each of the Owners of the Real Estate, and other persons or entities acquiring an interest herein. Said Initial Owner and subsequent owners of the Real Estate are referred to herein, as "Owners," and "Owner" shall refer to (i) Initial Owner during Initial Owner's period of ownership of the Real Estate and (ii) each subsequent owner of the Real Estate during such subsequent owner's period of ownership of the Real Estate.

STATEMENT OF COMMITMENTS:

Initial Owner, upon approval of Docket Number 2023-36-Z by the Plan Commission of the Town of Zionsville, Indiana, voluntarily agree and commit as follows:

1. Any exterior building lights shall be automatically dimmed by fifty percent (50%) at 10:00 p.m., seven (7) days per week.
2. Light poles constructed on the Real Estate shall not be more than twenty feet (20') in height.
3. Any loading doors shall be located a minimum of fifty feet (50') from the property line. Deliveries shall not be permitted prior to 8:00 a.m. or after 6 p.m., seven (7) days per week.
4. Existing vegetation shall be preserved within the twenty-five foot (25') buffer area along the northern property line for the Real Estate and within the fifty foot (50') buffer area along the eastern property line of the Real Estate, except to the extent reasonably necessary to clear underbrush and/or remove diseased or damaged trees.
5. A minimum of twenty-one (21) evergreen trees shall be planted within the eastern buffer area (calculated as one (1) evergreen tree for every 30 feet along the approximately 622-foot northern property line), and a minimum of twenty-two (22) evergreen trees shall be planted within the northern buffer area (calculated as one (1) evergreen tree for every thirty feet (30') along the approximately 635-foot northern property line).
6. The Traffic Operations Analysis shall be updated and submitted to the Town of Zionsville in connection with any future Development Plan which includes single-family residential uses.

These COMMITMENTS shall be executed and recorded by Initial Owner in the Office of the Boone County Recorder, Boone County, Indiana, and shall be considered a covenant running with the land and encumbering the Real Estate.

If Initial Owner fail to cause these COMMITMENTS to be recorded in accordance with the terms of the preceding paragraph, and a subsequent Owner fails to perform and/or comply with these COMMITMENTS, the Town of Zionsville shall be entitled to receive from Initial Owner jointly and/or severally, any and all damages which arise from this failure and shall be entitled to injunctive relief to terminate any non-compliance herewith.

These COMMITMENTS may be modified or terminated only by the agreement of the then-applicable Owner and a decision of the Town Council made after a public hearing for which proper notice is given, including hearings for other land use or zoning approvals involving the Real Estate or any portion thereof.

These COMMITMENTS may be enforced either individually or collectively by the Town of Zionsville Plan Commission, the Director of Planning for the Town of Zionsville, the Town and/or owners of any parcel of ground adjoining the Real Estate. Owner shall indemnify the Town of Zionsville Plan Commission and the Town and hold the Town of Zionsville Plan Commission and the Town and their respective authorized representatives, including the Director of Planning for the Town, harmless from any liability, expense (including reasonable attorney fees and court costs), costs, or damages which result from Owner's failure to perform Owner's 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 is found to be in violation of these COMMITMENTS, Owner shall pay all reasonable costs and expenses the Town and the Town's Plan Commission and other authorized representative(s) incur in the enforcement of these COMMITMENTS, including reasonable attorney fees, expert witness fees, and court costs.

Owner shall be responsible, at its expense, for recording these Statements of Commitments in the Office of the Recorder of Boone County, Indiana, and shall promptly provide the Planning Department of the Town of Zionsville with a copy of such recording as a condition precedent to commencing any work upon the Real Estate or receiving a permit therefor.

Initial Owner represent and warrant to the Town that (i) Initial Owner are the sole owners of all the Real Estate (subject to matters of record), (ii) that execution of these COMMITMENTS by the undersigned on behalf of Initial Owner has been duly authorized and is voluntarily undertaken and requires no authorization of a third party, and (iii) that these COMMITMENTS shall be binding upon Initial Owner as to all the particulars herein, and Initial Owner agree that these COMMITMENTS shall be considered COVENANTS running with the land and encumbering the Real Estate, including any portion thereof.

If at any time the Real Estate is owned by more than one party those parties shall jointly and severally constitute an "Owner" during their period of joint ownership of the Real Estate.

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

IN WITNESS WHEREOF, Owner has executed this instrument this ____ day of _____, 2023.

“INITIAL OWNER”

HENKE DEVELOPMENT GROUP, LLC

By: _____

Printed: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, as _____ of Henke Development Group, LLC, an Indiana limited liability company, who, on behalf of such company, acknowledged the executed of 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 _____, 2023.

[SEAL]

Notary Public

Printed: _____

My Commission Number: _____

My Commission Expires: _____

My County of Residence: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE REAL ESTATE

Part of the Southeast Quarter of Section 23, and the Southwest Quarter of Section 24, Township 18 North, Range 2 East, Boone County, Indiana, being that 23.959 acre tract of land shown on the plat of an original boundary survey of said tract certified by Paul E. Klodzen, PS #LS20400015 on May 23, 2021 as Cripe project number 170447-39000 (all references to monuments and courses herein are as shown on said plat of survey) more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 24; thence North 87 degrees 19 minutes 56 seconds West (basis of bearings is Indiana State Plane Grid Bearing, West Zone) along the South line of said Southwest Quarter 631.24 feet to the centerline of US 421; thence orth 20 degrees 53 minutes 57 seconds West along said centerline 1257.71 feet to a Magnail with washer stamped "Cripe Firm No. 0055" and the POINT OF BEGINNING; thence continuing North 20 degrees 53 minutes 57 seconds West along said centerline 1108.62 feet to the northwest corner of real estate recorded as Instrument Number 0106252 in the Office of the Recorder of Boone County, Indiana (the following two courses are along the Northern boundary of said Instrument); (1) thence North 69 degrees 03 minutes 25 seconds East 336.50 feet to a 5/8" rebar with cap stamped "Cripe Firm No. 0055" (hereafter referred to as "rebar"); (2) thence North 87 degrees 51 minutes 50 seconds East 780.56 feet to the approximate centerline of Cox Creek (the following sixteen courses are along the approximate centerline of said creek and the east boundary of said Instrument Number 0106252; (1) thence South 28 degrees 58 minutes 00 seconds East 168.99 feet; (2) thence South 81 degrees 14 minutes 05 seconds East 67.68 feet; (3) thence South 41 degrees 42 minutes 26 seconds East 22.78 feet; (4) thence South 27 degrees 12 minutes 25 seconds West 23.78 feet; (5) thence South 50 degrees 19 minutes 53 seconds West 92.43 feet; (6) thence South 09 degrees 03 minutes 57 seconds West 125.59 feet; (7) thence South 45 degrees 16 minutes 18 seconds East 95.95 feet; (8) thence South 14 degrees 56 minutes 18 seconds West 69.47 feet; (9) thence South 02 degrees 54 minutes 42 seconds East 40.15 feet; (10) thence South 72 degrees 33 minutes 16 seconds West 27.16 feet; (11) thence South 15 degrees 47 minutes 21 seconds West 94.14 feet; (12) thence South 31 degrees 37 minutes 20 seconds East 56.22 feet; (13) thence South 81 degrees 07 minutes 15 seconds East 48.46 feet; (14) thence South 15 degrees 20 minutes 55 seconds West 82.72 feet; (15) thence South 17 degrees 46 minutes 55 seconds East 51.06 feet; (16) thence South 21 degrees 27 minutes 47 seconds West 38.60 feet; thence South 69 degrees 06 minutes 03 seconds West 876.25 feet to the POINT OF BEGINNING containing 23.959 acres, more or less.

EXHIBIT B

SITE PLAN

Part of the Southwest Quarter of Section 24, and the Southwest Quarter of Section 25, Township 14 North, Range 2 East, Mount Adams, Western, being said 160.000 acre tract of land shown on the plat of said land including survey of said tract as shown by Plat E. (Custer, 25) 11225-5000-55 on May 14, 2014 as Custer project number 112245-5000-55 (all references to components and interests herein are to those so said part of survey) more particularly described as follows:

[illegible][illegible]

Proposed Zoning: Holiday Farms FUD
Use: Assisted Senior Living

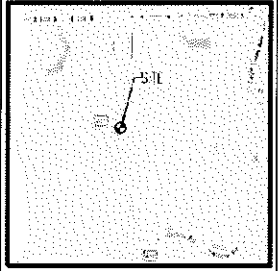
Total Parcel Size: 23.96 AC
Senior Living Lot Size: 10.77 AC
Remaining Lot Size: 13.18 AC

Resident Unit Master

Associated Senior Living
Total Units 155
(Approximately)

Baldern Oka
Shade 21

Storage:	213
Parking:	149 spaces
Parking Dimensions:	9' x 20'
Parking Ratio:	0.66 spaces/unit



VICINITY MAP
NO SCALE

after 21-6-2

ZIONSVILLE ASSISTED SENIOR LIVING

TRANSVERSE IN | DATE: 07-28-2023 | PROJECT NO.: 230455

CONCEPT PLAN

landscape architecture | painting | film | architecture



ZIONSVILLE

Town of Zionsville 1100 West Oak Street Zionsville, Indiana 46077 www.zionsville-in.gov

CERTIFICATION TO THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE, BOONE COUNTY, INDIANA

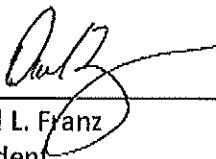
November 21, 2023

To the Town Council of the Town of Zionsville, Indiana:

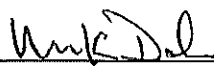
Be It advised that, pursuant to Indiana Code 36-7-4, on November 20, 2023, the Town of Zionsville Advisory Plan Commission (the "Commission"), by a vote of six (6) in favor and one (1) opposed, gave a Favorable Recommendation to proposal #2023-36-Z to amend the Zoning Map (the "Map") of the Town of Zionsville (Legal Description attached as "Exhibit A") subject to the zoning commitment attached as "Exhibit B." Proposal #2023-36-Z recommends that 23.959+/- acres comprised of a single lot being as described in the Petition, be rezoned from the Special Use Seven (SU-7) District to the Planned Unit Development (PUD) District.

The Town of Zionsville Advisory Plan Commission hereby certifies proposal #2023-36-Z to amend the Map (a copy of which is attached to this Certification and incorporated here by this reference, ("Exhibit C")) to the Town Council of Zionsville, Indiana, with a Favorable Recommendation.

TOWN OF ZIONSVILLE ADVISORY PLAN COMMISSION



David L. Franz
President

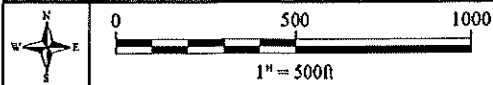


Mike Dale, AICP
Secretary

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Zoning Map: Exhibit C

Exhibit B
Commitments

To be Inserted