

ORDINANCE NO. 2024-33
OF THE TOWN OF ZIONSVILLE, INDIANA

**AN ORDINANCE TO AMEND THE
TOWN OF ZIONSVILLE ZONING ORDINANCE
FOR THE
TOWN OF ZIONSVILLE,
BOONE COUNTY, INDIANA**

AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT

Plan Commission Petition No. 2024-57-Z

WHEREAS, I.C. §36-7-4, et seq. empowers the Town of Zionsville Advisory Plan Commission, Boone County, Indiana, to hold public hearings and make recommendations to the Town Council of the Town of Zionsville, Boone County, Indiana, concerning ordinances for the zoning and districting of all lands within the incorporated areas of the Town of Zionsville, Boone County, Indiana; and

WHEREAS, in accordance with IC. 36-7-4-600 et seq. the Town of Zionsville Advisory Plan Commission, Boone County, Indiana conducted a public hearing on October 28, 2024 to consider a proposal to amend the Town of Zionsville Zoning Ordinance for the Town of Zionsville, Boone County, Indiana, (the "Ordinance") filed as petition 2024-57-Z (the "Petition"); and

WHEREAS, the Town of Zionsville Advisory Plan Commission certified the proposal to amend the Ordinance to the Town Council of the Town of Zionsville, Boone County, Indiana, with a unanimous favorable recommendation on October 28, 2024; and

WHEREAS, the Town Council of the Town of Zionsville, Boone County, Indiana, considered the Petition to amend the Ordinance at its regular meeting on November 18, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE, BOONE COUNTY, INDIANA, IN ACCORDANCE WITH I.C. 36-7-4 - 600 et. seq., AND ALL ACTS AMENDATORY AND SUPPLEMENTAL THERETO, AS FOLLOWS:

Section 1. The Zoning Ordinance for the Town of Zionsville Boone County, Indiana, is amended as follows:

- A. 4.98 +/- acres legally described in the attached Exhibit A and depicted on Exhibit B and is rezoned from the Rural Single-Family Residential (R-1) District to the Urban Special Use (SU-1) District.
- B. The voluntary Commitment regarding landscaping, attached as Exhibit C, shall be executed and recorded by the Petitioner within 30 days of adoption of this rezoning ordinance.

- C. The Zoning Administrator shall cause the Town's Zoning Base Map to be amended to reflect this change in zoning.

Section 2. Conditions and Commitments. The Petition and this rezoning are subject to the written commitments attached hereto.

Section 3. Savings Clause: If any title, section, subsection, phrase, clause, sentence, or word of this Ordinance shall for any reason be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 4. Construction of Clause Headings: The clause headings appearing herein have been provided for convenience and reference and do not purport and shall not be deemed to define, limit or extend the scope or intent of the clause to which they appertain.

Section 5. Repeal of Conflicting Ordinances: The provisions of all other Town ordinances in conflict with the provisions hereof, if any, are of no further force or effect and are hereby repealed.

Section 6. Severability: If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remainder of this Ordinance.

Section 7. Duration and Effective Date: The provisions of this Ordinance shall become and remain in full force and effect upon adoption and publication according to Indiana Law and until its repeal by ordinance.

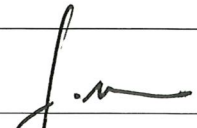
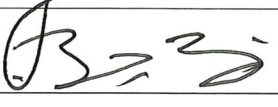
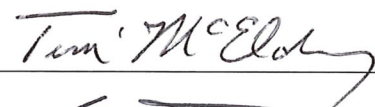
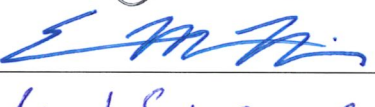
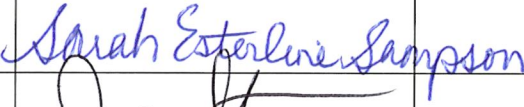
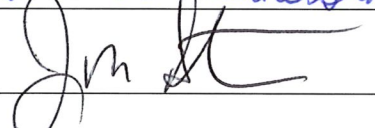
DULY PASSED AND ADOPTED this 18th day of November, 2024, by the Town Council of the Town of Zionsville, Boone County, Indiana, having been passed by a vote of (7) in favor and (0) opposed.

Ordinance 2024-33

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

YEA

NAY

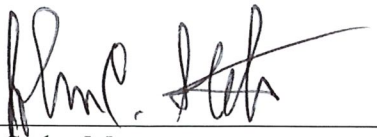
Jason Plunkett, President		
Brad Burk, Vice President		
Tim McElderry		
Craig Melton		
Evan Norris		
Sarah Esterline Sampson		
Joe Stein		

I hereby certify that the foregoing Ordinance was delivered to the Town of Zionsville mayor John Stehr on the 18th day of November, 2024, at 1:00 (A.M./P.M.).

ATTEST:


Amy Lacy, Municipal Relations Coordinator

**MAYOR'S
APPROVAL**


John Stehr, Mayor

11-18-2024
DATE

**MAYOR'S
VETO**

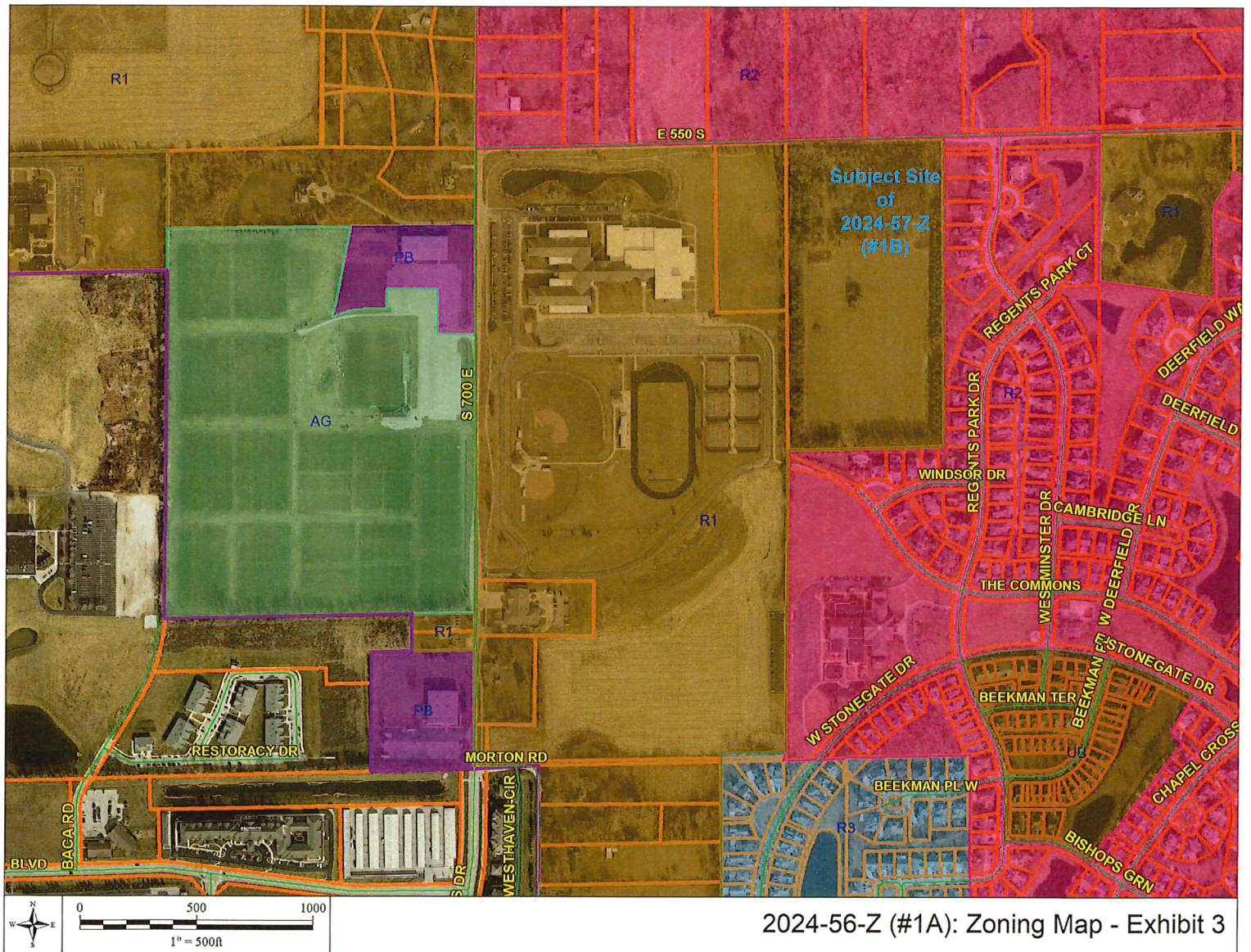
John Stehr, Mayor

DATE

EXHIBIT A

LEGAL DESCRIPTION
Zionsville Community Schools Rezone (#1A)

Part of the West Half of the Southwest Quarter of Section 32, Township 18 North, Range 2 East, Eagle Township, Boone County, Indiana, more fully described as follows: Beginning at the Southwest corner of the Southwest Quarter of said Section 32; thence along the approximate center line of County Road 700 East and the Section line, North 00 degrees 12 minutes 47 seconds East 187.82 feet; thence along the South described line of the Gregory Woods and Sunday Kay Woods recorded in Deed Record 252, Page 548, Boone County Recorder's Office, South 89 degrees 47 minutes 13 seconds East 257.50 feet; thence along the East described line of said Woods Property, North 00 degrees 12 minutes 47 seconds East 380.63 feet; thence along the North described line of said Woods Property, North 89 degrees 47 minutes 13 seconds West 257.50 feet; thence along the approximate center line of County Road 700 East and the Section line, North 00 degrees 12 minutes 47 seconds East 2070.09 feet to the Northwest corner of said Southwest Quarter Section; thence along the approximate center line of County Road 550 South and the Quarter Section line, North 88 degrees 44 minutes 22 seconds East 1338.42 feet; thence along the West described line of the Claudia O. Clark and Ronald R. Clark, Trustees Property recorded as Instrument #9702462, the West described line of the Klingler Property recorded in Deed Record 250, Pages 323-324, the West described line of the Zionsville Community Schools Building Corporation recorded as Instrument #0309658 and the Quarter Quarter Section line, South 00 degrees 06 minutes 47 seconds West 2623.76 feet; thence along a North described line of said Zionsville Community Schools Building Corporation Property, South 88 degrees 47 minutes 48 seconds West 1073.35 feet; thence along a West described line of said Zionsville Community Schools Building Corporation Property, South 01 degrees 12 minutes 00 seconds East 16.00 feet to the Northwest corner of the Northwest Quarter of Section 5, Township 17 North, Range 2 East; thence along the Section line, South 88 degrees 47 minutes 48 seconds West 270.02 feet to the point of beginning, containing 78.5606 acres, more or less.



2024-56-Z (#1A): Zoning Map - Exhibit 3

EXHIBIT C

Parcel No. 06-08-32-000-023.000-005
Instrument No.

ZIONSVILLE PLAN COMMISSION FILE#: 2024-57-Z

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH APPROVALS REQUIRED BY THE TOWN OF ZIONSVILLE ZONING ORDINANCE

In accordance with Ind. Code § 36-7-4-1015, Zionsville Community Schools Building Corporation ("Owner"), with a principal office address of 900 Mulberry Street, Zionsville, IN, 46077 represents and warrants Owner is the owner of certain real estate located in Boone County, IN, which real estate is commonly known as parcel number(s) 06-08-32-000-023.000-005 more particularly described in Exhibit A attached hereto ("Real Estate"), and as the owner of said Real Estate, has 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 the approval of Docket No(s). 2024-57-Z requesting approval to rezone the Real Estate to a "SU-1" classification is conditioned on the following:

Owner commits, upon future development of the Real Estate, to follow the buffer yard "Level B" standards set forth in Table 12 of the Zionsville Zoning Ordinance dated August 28, 2000, with location of plantings of deciduous shade trees, deciduous ornamental trees, evergreen trees, and hedge plants, to be indicated in Exhibit B, attached hereto

These COMMITMENTS shall be executed and recorded by Owner in the Office of the Boone County Recorder, Boone County, IN, and shall be considered a covenant running with the land described herein as the Real Estate, as set out in Exhibit A.

These COMMITMENTS shall be binding on Owner, subsequent owners of the Real Estate, and other persons or entities acquiring an interest therein (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 a copy of these COMMITMENTS is incorporated into any such written agreement with the third party. If Owner fails to comply with the terms of this paragraph and the third party fails to perform and/or comply with these COMMITMENTS, Town of Zionsville shall be entitled to receive from Owner and from each corporation and/or other third party identified above as

EXHIBIT C

Owners, 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 by a decision of Town of Zionsville Plan Commission 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 shall be effective upon the approval of Plan Commission Docket #2024-57-Z by Town of Zionsville Plan Commission, and shall continue in effect until modified or terminated as specified above.

These COMMITMENTS may be enforced, jointly and/or severally, by Town of Zionsville Plan Commission, Director of Planning for Town of Zionsville, Town, and owners of any parcel of ground adjoining the Real Estate. To the extent allowed by Indiana law, Owner and all Owners shall be obligated hereunder to indemnify Town of Zionsville Plan Commission, Town, and hold said entities and their respective authorized representatives, including Director of Planning for Town, harmless from any liability, expense (including reasonable attorney 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 of the owners, jointly and/or severally, are found to be in violation of these COMMITMENTS, such Owner and/or owners shall pay all reasonable costs and expenses Town and 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.

To the extent allowed by Indiana law, Owner and all subsequent Owners of all or a portion of the Real Estate shall be obligated hereunder, jointly and/or severally, to indemnify Town of Zionsville Plan Commission and/or Town and hold said entities and their respective authorized representative(s), including Director of Planning for Town, harmless from any liability, expense (including reasonable attorney fees and court costs), costs, or damages which result from failure to perform Owner's and/or Owners' obligations hereunder and/or to comply with the terms and conditions of these COMMITMENTS.

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 laws principles. Owner irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and 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 its expense, for recording this Statement of Commitments in the Office of the Recorder of Boone County, Indiana, and shall promptly provide Planning Department of Town of Zionsville with a copy of such recording as a condition precedent to commencing work within the Development Plan. These COMMITMENTS shall be considered a covenant running with the Real Estate, including any portion thereof.

Owner represents and warrants it is the sole owner of all the Real Estate; and these COMMITMENTS shall be binding upon Owner as to all the particulars herein, and shall be

EXHIBIT C

considered a COVENANT running with the land described herein as the Real Estate, including any portion thereof.

IN WITNESS WHEREOF, Owner has executed this instrument as of the 28th day of October, 2024

Zionsville Community Schools Building Corporation

By Matthew G. Doublestein
Matthew Doublestein

Printed _____
Lessor Representative

Title _____

STATE OF INDIANA)

) SS:

COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared Matthew Doublestein, the Lessor Representative of Owner(s) of the Real Estate described in Exhibit A, who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of October, 2024.

Signature Jonathan Becker
Jonathan A. Becker

Printed _____
Hendricks

County of Residence _____
2/27/25

My Commission expires _____



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. /s/ Jonathan A. Becker

This instrument prepared by: Jonathan A Becker Church Church Hittle Antrim, Two N 9th St, Noblesville, IN 46060; jbecker@cchalaw.com; 317-776-5814

Return after recording to: Town of Zionsville, 1100 W Oak St, Zionsville, IN 46077

EXHIBIT C

EXHIBIT A – LEGAL DESCRIPTION

③ 18th ATS

①

EXHIBIT C

0411189 09/03/2004 09:31A 1 of 3
Maryln J. Smith, Boone County Recorder

Return deed to:

Send tax statements to: 9275 E. St. Rd 32, Zionsville, IN 46077

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that Wayne L. Smith, Trustee of the Wayne L. Smith Revocable Trust dated May 1, 1993, and any restatements of and/or amendments thereto ("Grantor"), of Boone County, in the State of Indiana, CONVEYS AND WARRANTS to Zionsville Community Schools Building Corporation, ("Grantee"), of Boone County, in the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate located in Boone County, Indiana:

Part of the West Half of the Southwest Quarter of Section 32, Township 18 North, Range 2 East, Eagle Township, Boone County, Indiana, more fully described as follows: Beginning at the Southwest corner of the Southwest Quarter of said Section 32; thence along the approximate center line of County Road 700 East and the Section line, North 00 degrees 12 minutes 47 seconds East 187.82 feet; thence along the South described line of the Gregory Woods and Sunday Kay Woods recorded in Deed Record 252, Page 548, Boone County Recorder's Office, South 89 degrees 47 minutes 13 seconds East 257.50 feet; thence along the East described line of said Woods Property, North 00 degrees 12 minutes 47 seconds East 380.63 feet; thence along the North described line of said Woods Property, North 89 degrees 47 minutes 13 seconds West 257.50 feet; thence along the approximate center line of County Road 700 East and the Section line, North 00 degrees 12 minutes 47 seconds East 2070.09 feet to the Northwest corner of said Southwest Quarter Section; thence along the approximate center line of County

DULY ENTERED FOR TAXATION

9-23-04
[Signature]
SUBJECT TO FINAL ACCEPTANCE
AUDITOR, BOONE COUNTY

EXHIBIT C

0411189 09/03/2004 09:31A 2 of 3
Maryln J. Smith, Boone County Recorder

Road 550 South and the Quarter Section line, North 88 degrees 44 minutes 22 seconds East 1338.42 feet; thence along the West described line of the Claudia O. Clark and Ronald R. Clark, Trustees Property recorded as Instrument #9702462, the West described line of the Klingler Property recorded in Deed Record 250, Pages 323-324, the West described line of the Zionsville Community Schools Building Corporation recorded as Instrument #0309658 and the Quarter Quarter Section line, South 00 degrees 06 minutes 47 seconds West 2623.76 feet; thence along a North described line of said Zionsville Community Schools Building Corporation Property, South 88 degrees 47 minutes 48 seconds West 1073.35 feet; thence along a West described line of said Zionsville Community Schools Building Corporation Property, South 01 degrees 12 minutes 00 seconds East 16.00 feet to the Northwest corner of the Northwest Quarter of Section 5, Township 17 North, Range 2 East; thence along the Section line, South 88 degrees 47 minutes 48 seconds West 270.02 feet to the point of beginning, containing 78.5606 acres, more or less.

Subject to any and all easements, agreements and restrictions of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 31st day of

August, 2004.

GRANTOR

Wayne L. Smith - Trustee

Wayne L. Smith, Trustee of the Wayne L. Smith
Revocable Trust Dated May 1, 1993

EXHIBIT C

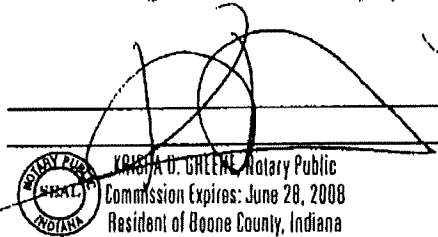
0411189 09/03/2004 09:31A 3 of 3
Maryln J. Smith, Boone County Recorder

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public in and for said County and State, personally appeared Wayne L. Smith, Trustee of the Wayne L. Smith Revocable Trust, who acknowledged the execution of the foregoing Trustee's Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 31ST day of August, 2004.

My Commission Expires:

_____, Notary Public
VIRGINIA D. GREENE, Notary Public
Commission Expires: June 28, 2008
Resident of Boone County, Indiana

County of Residence: _____

This instrument was prepared by Paul S. Kruse, Attorney at Law, 225 West Main Street,
Lebanon, Indiana 46052.
L-135093

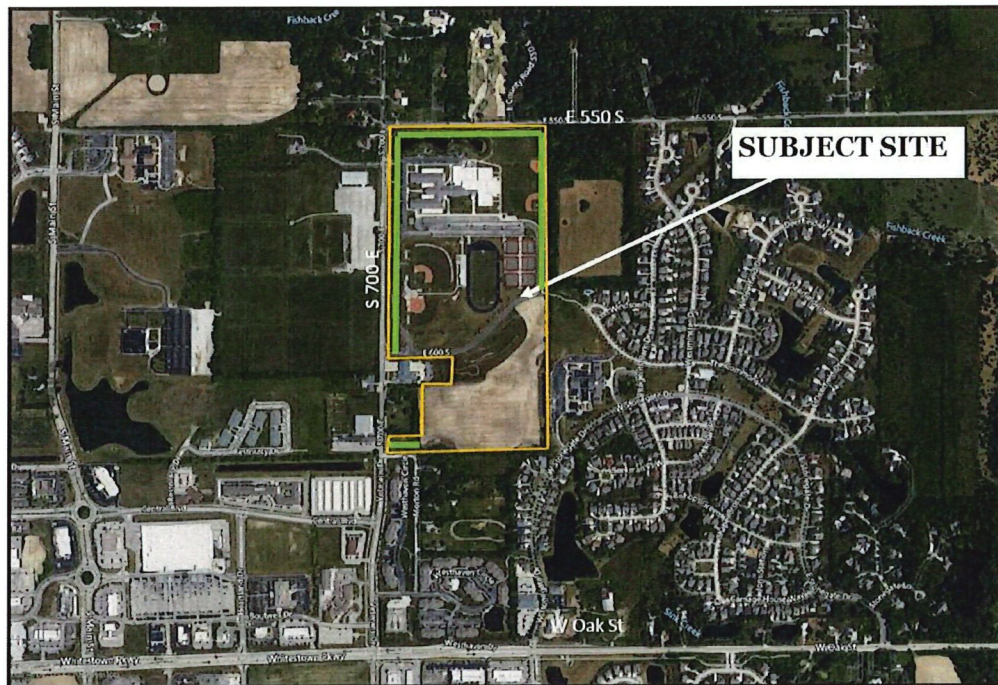
EXHIBIT C

EXHIBIT B – BUFFER DEPICTION

LANDSCAPE BUFFER PLAN

Zionsville West Middle School

Annexation Area #1A & 1B



-  = parcel boundary
-  = landscape planting strips