

ORDINANCE NO. 2024-38
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. 2024-63-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 2024-63-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. 16.53+/- acres legally described in the attached Exhibit A and depicted on Exhibit B and is rezoned from the Rural Single-and Two-Family Residential (R-2) 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 is 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.

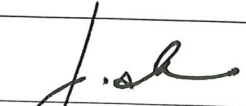
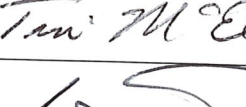
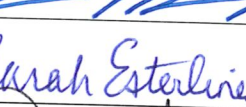
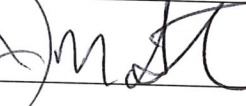
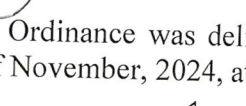
DULY PASSED AND ADOPTED this 18th day of November, 2024, by the Town Council of the Town of Zionsville, Boone County, Indiana, having been passed by a vote of _____ (7) in favor and _____ (2) opposed.

Ordinance 2024-38

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

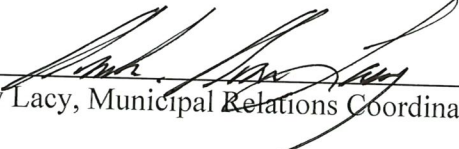
YEA

NAY

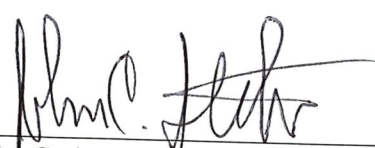
Jason Plunkett, President		
Brad Burk, Vice President		
Tim McElderry		
Craig Melton		
Evan Norris		
Sarah Esterline Sampson		
Joe Stein		

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 11:00 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 (#7)

Part of the West Half of the Southeast Quarter of Section 13, Township 18 North, Range 2 East of the Second Principal Meridian, Union Township, Boone County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 13, Township 18 North, Range 2 East; thence on the South line thereof, North $88^{\circ}53'57''$ East (assumed bearing), a distance of 445.14 feet; thence parallel with the East line of the West Half of said quarter section, North $00^{\circ}12'23''$ East 55.01 feet to the Point of Beginning of the herein described real estate; thence continuing North $00^{\circ}12'23''$ East, parallel with the East line of the West Half of said quarter section, a distance of 818.21 feet; thence parallel with the South line of said quarter section, North $88^{\circ}53'57''$ West 880.00 feet to the East line of the West Half of said quarter section; thence on and along said East line, South $00^{\circ}12'23''$ West 818.21 feet to a point which lies 55.00 feet North, by perpendicular measurement, of the South line of said West Half; thence parallel with the South line of said West Half, South $88^{\circ}53'57''$ West 880.00 feet to the Point of Beginning; containing 16.521 acres, more or less, and subject to rights-of-way, easements and restrictions.



2024-63-Z (#7): Zoning Map - Exhibit 3

EXHIBIT C

Parcel No. 06-08-13-000-001.001-034
Instrument No.

ZIONSVILLE PLAN COMMISSION FILE#: 2024-63-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) 06-08-13-000-001.001-034 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). 2024-63-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 #2024-63-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.

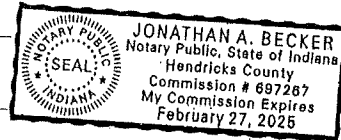
Witness my hand and Notarial Seal this 7th day of October, 2024.

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

18.00
1.00 Non

EXHIBIT C

200500513837
Filed for Record in
BOONE COUNTY, INDIANA
MARY ALICE "SAM" BALDWIN
11-21-2005 At 08:28 am.
DEED 19.00

WARRANTY DEED

Land America

THIS INDENTURE WITNESSETH, that **Fieldstone Development, LLC**, an Indiana limited liability company ("Grantor"), GRANTS and CONVEYS to **Zionsville Community Schools Building Corporation**, an Indiana not-for-profit corporation ("Grantee"), as a donation from Grantor to Grantee, certain real property located in Boone County, Indiana, together with any existing permanent improvements and fixtures attached thereto and all easements thereunto belonging, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Real Estate").

SUBJECT TO the lien of real estate taxes next due and payable, and thereafter, to all general and special assessments and all other governmental, municipal and public dues, charges and impositions not delinquent, each of which Grantee assumes and agrees to pay, and to all rights of the public, the State of Indiana and any political subdivision of the State of Indiana (including without limitation, counties and municipalities) in and to that part of the Real Estate which has been taken or used for highways, streets, rights-of-way or related purposes.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he has full power and authority to execute and deliver this Warranty Deed, that Grantor has full capacity to convey the real estate herein and that all requisite action has been taken by Grantor to authorize the conveyance herein.

*11-21-05
Leticia Smith*

EXHIBIT C

IN WITNESS WHEREOF, Grantor has executed this deed effective as of this _____ day of November, 2005.

FIELDSTONE DEVELOPMENT, LLC

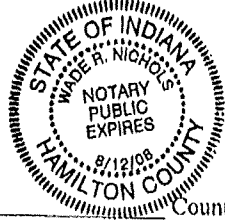
By: Gregg H. Montgomery Member
Printed: Gregg H. Montgomery
Title: member

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for the above County and State, personally appeared Gregg H. Montgomery, the MEMBER of Fieldstone Development, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Warranty Deed on behalf of said company, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 4 day of November, 2005.

[SEAL]



Wade R. Nichols
Notary Public
Printed: _____

I am a resident of _____ County, Indiana.

My commission expires: _____.

Send tax statements to and Grantee's post office address is:

900 Mulberry Street
Zionsville, IN 46077
Attn: Treasurer

This instrument was prepared by, and after recording return to, Mark Sausser, Attorney-at-Law, Baker & Daniels LLP, 300 North Meridian Street, Suite 2700, Indianapolis, Indiana, 46204

EXHIBIT C

Exhibit A

LEGAL DESCRIPTION

**1.111-Acre Right-of-Way Area
Zionsville Union Elementary School Site**

Part of the West Half of the Southeast Quarter of Section 13, Township 18 North, Range 2 East of the Second Principal Meridian, Union Township, Boone County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 13, Township 18 North, Range 2 East; thence on the South line thereof, North 88°53'57" East assumed bearing), a distance of 445.14 feet to the Point of Beginning of the herein described real estate; thence parallel with the East line of the West Half of said quarter section, North 00°12'23" East 55.01 feet; thence parallel with the South line of said quarter section, North 88°53'57" East 880.00 feet to the East line of the West Half of said quarter section; thence on and along said East line, South 00°12'23" West 55.01 feet to the Southeast corner of the West Half of said quarter section; thence on the South line of said quarter section, South 88°53'57" West 880.00 feet to the Point of Beginning; containing 1.111 acres, more or less, and subject to rights-of-way, easements and restrictions.

LAND DESCRIPTION

**16.521-Acre Proposed
Zionsville Union Elementary School Site**

Part of the West Half of the Southeast Quarter of Section 13, Township 18 North, Range 2 East of the Second Principal Meridian, Union Township, Boone County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 13, Township 18 North, Range 2 East; thence on the South line thereof, North 88°53'57" East assumed bearing), a distance of 445.14 feet; thence parallel with the East line of the West Half of said quarter section, North 00°12'23" East 55.01 feet to the Point of Beginning of the herein described real estate; thence continuing North 00°12'23" East, parallel with the East line of the West Half of said quarter section, a distance of 818.21 feet; thence parallel with the South line of said quarter section, North 88°53'57" West 880.00 feet to the East line of the West Half of said quarter section; thence on and along said East line, South 00°12'23" West 818.21 feet to a point which lies 55.00 feet North, by perpendicular measurement, of the South line of said West Half; thence parallel with the South line of said West Half, South 88°53'57" West 880.00 feet to the Point of Beginning; containing 16.521 acres, more or less, and subject to rights-of-way, easements and restrictions.

EXHIBIT C

EXHIBIT B – BUFFER DEPICTION

LANDSCAPE BUFFER PLAN

Union Elementary School

Annexation Area #7



= parcel boundary

= landscape planting strips