**ORDINANCE NO. \_\_\_\_\_\_\_\_\_**

**ORDINANCE AMENDING ORDINANCE NO. 121410, THE ZONING ORDINANCE FOR THE TOWN OF McCORDSVILLE, INDIANA**

**WHEREAS**, the Town Council of the Town of McCordsville, Indiana, has heretofore adopted Ordinance No. 121410 as the Zoning Ordinance; and

**WHEREAS**, the Town Council of McCordsville, Indiana, has, after receiving a \_\_\_\_\_\_\_\_\_\_\_\_\_ recommendation from the McCordsville Advisory Plan Commission on a request to initially zone property from Hancock County Industrial Business Park (IBP) to Medium Intensity Industrial (I-2);

**THEREFORE BE IT ORDAINED** by the Town Council of the Town of McCordsville, Indiana that Ordinance No. 121410 is hereby amended as follows:

**SECTION 1.** The real estate more particularly described in the attached Exhibit A is hereby rezoned to the I-2 zoning designation.

**SECTION 2. Permitted Uses.** The permitted uses are those uses listed in McCordsville Zoning and Subdivision Control Ordinances for the I-2 zoning districts, including research and development, and as limited or otherwise permitted by the Commitments attached hereto as Exhibit B.

**SECTION 3. Development Standards.** The Town of McCordsville Zoning Ordinance, as amended, Subdivision Control Ordinance, as amended, and any other applicable Town Ordinance, as amended, shall apply to this property upon the effective date of this Ordinance, with the following exception:

1. The minimum side-yard setback listed in Appendix B and required by Section 6.02(A) shall not apply, and instead the minimum side-yard setbacks shall be twenty-five (25) feet.

**SECTION 4. Commitments.** In addition to the terms and regulations of this Ordinance and the other applicable Town of McCordsville Ordinances, the Commitments attached hereto, as Exhibit B, apply to the Real Estate.

**SECTION 5.** This Ordinance shall remain in full force and effect from and after its passage and posting as required by the law within the Town of McCordsville, Indiana.

**SECTION 6.** Introduced and filed on the \_\_\_ day of \_\_\_\_\_\_, 2021. A motion to consider on First Reading on the day of introduction was offered and sustained by a vote of \_\_ in favor and \_\_ opposed pursuant to I.C. 36-5-2-9.8.

Duly ordinated and passed this \_\_\_ day of \_\_\_\_\_\_\_, 2021 by the Town Council of the Town of McCordsville, Hancock County, Indiana, having been passed by a vote of \_\_\_ in favor and \_\_\_ opposed.

**TOWN OF McCORDSVILLE, INDIANA, BY ITS TOWN COUNCIL**

Voting Affirmative: Voting Opposed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barry A. Wood Barry A. Wood

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Thomas R. Strayer Thomas R. Strayer

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Gregory J. Brewer Gregory J. Brewer

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Larry J. Longman Larry J. Longman

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Branden D. Williams Branden D. Williams

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staci A. Starcher

Clerk Treasurer

This is instrument was prepared by Briane M. House.

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. Briane M. House

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**Exhibit A**

Legal Description – The Real Estate

An East Division of the Northwest Quarter of Section 6, Township 16 North, Range 6 East, described as follows: Commencing at the Northeast Corner of the Northwest Quarter of said Section 6, Township 16 North, Range 6 East; thence West on the North line of said Northwest Quarter a distance of 1052.75 feet to a point; thence in a Southwesterly direction a distance of 2557.33 feet to a point on the South line of said Quarter Section a distance of 1060.83 feet West of the Southeast Corner thereof; thence East on said South line a distance of 1060.83 feet and to the Southeast corner thereof; thence North on the East line of said Northwest Quarter a distance of 2540 feet and to the place of beginning, containing 62 acres, more or less.

**EXHIBIT B**

**COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A DEVELOPMENT PLAN APPROVAL, ZONE MAP CHANGE OR PLANNED UNIT DEVELOPMENT REQUIRED BY THE TOWN OF MCCORDSVILLE, INDIANA ZONING ORDINANCE**

In accordance with I.C. 36-7-4-1015, the owner of the real estate located in the Town of McCordsville, Hancock County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

LEGAL DESCRIPTION:

See EXHIBIT “A” ATTACHED HERETO

(the “Subject Property”)

STATEMENT OF COMMITMENTS:

|  |  |
| --- | --- |
| 1. . | 1. The following uses (as described or defined in the Town of McCordsville Zoning Ordinance) shall be prohibited on the Subject Property: 2. Agricultural, farm implement sales or service. Storage, shipment, and distribution of agricultural parts and equipment is permitted. \*   Auto, Parts Store. Storage, shipment, and distribution of auto parts is permitted. \*  Auto, Major Service  Auto, rental  Auto, sales or lease  Auto, storage  Auto, truck or bus rental, sales, or service. Storage, shipment, and distribution of parts is permitted.  Boat or boat trailer sales or service  Boat storage, outdoor  Bottling, beverages  Collection Point, recycling  Collection Point, Donations; permitted if fully enclosed.  Dry cleaning &/or Laundry, Commercial or Industrial. Storage, shipment, and distribution of supplies and materials is permitted in conformance with applicable environmental regulations.  Fuel/gas station with or with a convenience store  Lumber yard. Enclosed fabrication, storage, and shipment of building components is permitted.  Parking as primary use  Penal or correctional facility  Post office with on-store storage of delivery vehicles  Retail Print Shop or Copy Center; Prohibited such as FedX, Kinko’s, PIP, etc. Commercial or Industrial, or wholesale printing permitted if enclosed.  RV sales or service  RV storage, outdoor  Place of worship  Sexually Oriented Business  Tattoo and/or piercing parlor  Outdoor storage of any material, equipment, product, inventory, or the like is strictly prohibited. Outdoor storage shall mean the storage of anything outside of a 100% enclosed structure.  \* Limited counter sales are permitted with a sales counter not to exceed 1,000 square feet of demised  tenant space.   1. The following use shall be permitted only as a Special Exception on the Subject Property:    1. Contractor, commercial    2. Manufacturing, medium   Self-storage or mini-warehouse  Utility facility  Other uses specifically identified as Special Exceptions in the I-2 Zoning District as of the date of adoption of these commitments, except for any use specifically prohibited above.  3. No semi-trucks/trailers shall be parked closer than 330 feet from the south right-of-way line of CR 600 N.    4. No primary structure may be located closer than 330 feet from south right-of-way line of CR 600 N.  5. Only passenger vehicles may access or leave this site from CR 600N. All other vehicles must us an ingress/egress point(s) on Aurora Way. In addition, to this commitment in writing and a properly designed that enables such internal and external traffic flow, a head-ache bar as acceptable to Vernon Township Fire Department shall be installed for the CR 600N entrance prior to a Certificate of Occupancy being issued for any building on-site.  6. Ground signage along CR 600N shall be designed with the surrounding residential context in mind and in conformance with current ordinance requirements unless otherwise approved by variance |
|  |  |

These COMMITMENTS shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners of the above-described real estate and other persons acquiring an interest therein. These COMMITMENTS may be modified or terminated by a decision of the Town of McCordsville Plan Commission or the Town of McCordsville Town Council only after the conduction of a public hearing with proper notice given to all interested parties conducted by the Town of McCordsville Plan Commission or Town of McCordsville Town Council.

COMMITMENTS contained in this instrument shall be effective upon the approval of Petition # \_\_\_\_\_\_\_\_ pursuant to the Town of McCordsville Zoning Ordinance, and shall continue in effect until modified or terminated by the Town of McCordsville Plan Commission or the Town of McCordsville Town Council.

These COMMITMENTS may be enforced jointly or severally by:

1. The Town of McCordsville Plan Commission;
2. The Town of McCordsville Town Council;
3. The Town of McCordsville BZA;
4. Adjoining and abutting landowners.

IN THE EVENT it becomes necessary to enforce all or any of these Commitments, and where enforcement is by a governmental entity, the entity shall recover its litigation costs and expenses, including attorney’s fees. In all other instances of enforcement by an adjoining landowner, the prevailing party shall pay all costs incurred or on behalf of the prevailing party, which shall include, court costs, reasonable attorney fees reasonable litigation expenses. and damages..

The undersigned hereby authorizes the Town of McCordsville to record this Commitment in the Office of the Recorder of Hancock County, Indiana, upon final approval of petition # \_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, owner has executed this instrument this day of , 2021.

Printed: Printed

(**Owner)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By

Printed   
  
Title

**(Acknowledgment)**

STATE OF INDIANA )

) SS:

COUNTY OF )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Owner of the real estate described above, who acknowledges the execution of the foregoing instrument.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Witness my hand and Notarial Seal this | | | | | |
|  |  |  | day of , 2021 | |  |  |
|  | Signature | | | | | |
|  |  | | | | | |
|  |  | | | | | |
|  | Printed | | | | | |
|  |  | | |  | | |
|  | County of Residence | | |  | | |
|  |  | | |  | | |
|  | My Commission expires: | | |  | | |

*This instrument was prepared by Briane M. House.*

*I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Briane M. House*

S:\ZONING\AL. NEYER, LLC\McCordsville commitments\6-15-21 EXHIBIT B.Commitments.CLEAN.blb.docx