

COMMITMENT CONCERNING USE AND DEVELOPMENT OF REAL ESTATE

Document Cross Reference Instrument No. _____.

WHEREAS, the Town of McCordsville, Indiana (the “Town”) of Hancock County, Indiana is subject to the McCordsville Zoning Ordinance (the “Zoning Ordinance”);

WHEREAS, the Property Owner filed a rezoning ordinance with the Plan Commission and Town Council.

WHEREAS, the Property Owner requested the Council consider approval of the Ordinance subject to the following commitment (the “Commitment”);

NOW THEREFORE, the Town makes the following Commitment to the Town regarding the use and development of the Real Estate:

Section 1. Commitment. The Real Estate shall be subject to the following Commitment:

- 1) **Permitted Uses.** In addition to those uses permitted in the Residential-One (R-1) Zoning District, an agricultural land use, as defined below, shall be permitted on the Real Estate
 - (a) **Agriculture:** An operation which consists of the following uses, individually or in combination: the production of grain, forest or tree production, and cultivating of soil for the growing of crops. Uses accessory to agricultural operations on the site may also be permitted.

Section 2. Modification of Commitment. This Commitment shall continue and be in effect until modified or terminated in writing. This Commitment shall only be modified or terminated by the Council.

Section 3. Subsequent Ordinances. This Commitment may be superseded if the Town Council adopts differing standards that affect the relevant zoning district.

Section 4. Effective Date. This Commitment shall be effective upon the Council’s approval of the Petition.

Section 5. Recording. This Commitment shall be recorded with the Office of the Recorder of Hancock County, Indiana within thirty (30) days of the Council’s approval of the Petition.

Section 6. Enforcement. This Commitment may be enforced by the Town.

Section 7. Binding on Successors. This Commitment shall be binding upon (i) each owner of the Real Estate and (ii) upon each owner’s successors, assigns and grantees with respect to the portion of the Real Estate owned by such successor, assign and grantee and during such successor’s,

assign's and grantee's ownership, unless modified or terminated by the Council pursuant to the requirements herein. Notwithstanding the provisions of this Section 7, this Commitment shall terminate as to any part or parts of the Real Estate for which the zoning district or classification is later changed after the Effective Date.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, [Developer name] has caused this Commitment to be executed as of the dates identified below.

“Developer” [Name]

Signature: _____

Print: _____

Title: _____

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing document on behalf of XXXX.

Witness my hand and Notarial Seal this ____ day of _____, 2024.

My Commission Expires: _____
 _____ (Signature)

My County of Residence: _____
 _____ (printed name) Notary Public

This instrument was prepared by Beth A. Copeland, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204-2023

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. *Beth A. Copeland*

Exhibit A

The West half of the Southwest Quarter of Section 31, Township 17 North, Range 6 East, containing eighty (80) acres, more or less.

EXCEPTION: A part of the west half of the southwest quarter of Section 31, Township 17 North, Range 6 East, in Vernon Township, Hancock County, Indiana, more particularly described as follows, to-wit:

Commencing at the northwest corner of said quarter section, said point being marked by an old corner fence post, thence on an assumed bearing of North 88 degrees 50 minutes 00 seconds East, a distance of 1333.50 feet along the north line of said quarter section to a railroad spike on the east line of the west half of said quarter section, thence South 00 degrees 06 minutes 00 seconds East a distance of 707.56 feet along the east line of said west half to a P.K. Nail at the point of beginning of this description; thence South 00 degrees 06 minutes 00 seconds East a distance of 250.00 feet along the east line of said west half to a P.K. Nail, thence South 89 degrees 54 minutes 00 seconds West a distance of 174.25 feet to an iron pin, thence North 00 degrees 06 minutes 00 seconds West a distance of 250.00 feet to an iron pin, thence North 89 degrees 54 minutes 00 seconds East a distance of 174.25 feet to the point of beginning, containing 1.000 acre, more or less, subject to right-of-way for County Road 500 W and subject to any easements of record.

ALSO, the East half of the Southeast Quarter of Section 36, Township 17 North, Range 5 East, containing Eighty (80) acres, more or less.