

## **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.
- 2) **Signage.** In addition to signage permitted in the Residential-One (R-1) Zoning District, the following temporary signage shall be permitted on the Real Estate
  - (a) **Temporary Signage:** One double-sided vinyl banner and/or semi-permanent double-sided sign (e.g., wood-framed or post-mounted), not to exceed 32 square feet in area or eight (8) feet in height, may be displayed on the property to communicate Holy Cross’ ownership, future plans for the site, and upcoming community ministry events. Such signage shall be permitted for a period of up to five (5) years from the date of issuance of an active Temporary Signage Permit, as approved by the Town. All signage shall be maintained in good condition and shall be accompanied by a landscape buffer consisting of shrubs and perennial groundcover at the base of the sign with a minimum of two square feet per one square foot of sign area. All temporary signage shall be removed within thirty (30) days if Holy Cross Lutheran Church is no longer the owner of the Real Estate.

**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**, Holy Cross Lutheran Church has caused this Commitment to be executed as of the dates identified below.

“Developer” Holy Cross Lutheran Church

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 \_\_\_\_\_, 2025.

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**

### **Parcel A**

A part of the Northeast Quarter of the Northwest Quarter of Section 30, Township 17 North, Range 6 East, Vernon Township, Hancock County, Indiana, described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence on and along the North line of said Quarter South 89 degrees 30 minutes 24 seconds West a distance of 655.38 feet to THE POINT OF BEGINNING; thence continuing on and along said North line South 89 degrees 30 minutes 24 seconds West a distance of 655.38 feet to the Northwest corner of a tract of land as described in Instrument Number 070011431; thence on and along the West line of said tract South 00 degrees 07 minutes 49 seconds East a distance of 1324.29 feet to the Southwest corner of said Tract; thence on and along the South line of said tract North 89 degrees 26 minutes 53 seconds East a distance of 668.23 feet to a point that measures 655.38 feet West of the East line of said Quarter; thence parallel with said East line North 00 degrees 41 minutes 11 seconds West a distance of 1323.59 feet to THE POINT OF BEGINNING.

Containing in all 20.11 Acres, more or less.

### **Parcel B**

A part of the Northeast Quarter of the Northwest Quarter of Section 30, Township 17 North, Range 6 East, Vernon Township, Hancock County, Indiana, described as follows:

BEGINNING at the Northeast corner of said Northwest Quarter; thence on and along the East line of said Quarter South 00 degrees 41 minutes 11 seconds East a distance of 1322.92 feet to the Northeast corner of a tract of land as described in Instrument Number 130001611; thence on and along the North line of said tract South 89 degrees 26 minutes 53 seconds West a distance of 655.38 feet to a point that measures 668.23 feet East from the Southwest corner of a Tract of land as described in Instrument Number 070011431; thence parallel with said East line North 00 degrees 41 minutes 11 seconds West a distance of 1323.59 feet to the North line of said Quarter; thence on and along said North line North 89 degrees 30 minutes 24 seconds West a distance of 655.38 feet to THE POINT OF BEGINNING.

Containing in all 19.91 Acres, more or less. |