

Statement of Intent

Petitioner: Strategic Capital Partners, LLC

Site: Near the northwest corner of CR 500 N and Mt. Comfort Road (the “Site”)

Petitioner proposes to rezone the approximately 162.5 acre Site to the I-2 district for warehousing and distribution uses (and offices related thereto) and improve the Site with industrial buildings, as approximately depicted on the preliminary site plan filed herewith. The western portion of the Site is not within the town boundaries of McCordsville. In order for the Site to have a uniform zoning classification per the McCordsville Zoning Ordinance, Petitioner also seeks to annex into the Town of McCordsville the approximately 80 acres on the west side of the Site.

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 R2.5, Hancock County R-3, Hancock County R-4, Hancock County B-2, R-2, R-3, CN 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.

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 _____, 2022. 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 ordained and passed this ___ day of _____, 2022 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:

Thomas R. Strayer

Thomas R. Strayer

Larry J. Longman

Larry J. Longman

Gregory J. Brewer

Gregory J. Brewer

Chad D. Gooding

Chad D. Gooding

Branden D. Williams

Branden D. Williams

ATTEST:

Staci A. Starcher
Clerk Treasurer

This 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

Exhibit A

Legal Description – The Real Estate

A part of the Southeast Quarter of Section 1, Township 16 North, Range 5 East, Buck Creek Township, Hancock County, Indiana, being that 38.65 acre tract of land shown on the plat of an original boundary survey of said tract certified by James D. Smale, PS #LS29500020 on January 17, 2022 as The Schneider Corporation's project number 13835 and that 113.54 acre tract of land shown on the plat of an original boundary survey of said tract certified by Steve W. Reeves, PS #LS20400005 on September 6, 2021) as The Schneider Corporation's project number 13482 (all references to monuments and courses herein are as shown on said plat of survey) described as follows:

Beginning at a Mag Nail at the Southwest Corner of the said Quarter; thence North 00 degrees 12 minutes 03 seconds West, a distance of 2662.47 feet along the West line thereof to a 5/8 inch rebar with "SCHNEIDER FIRM 0001" cap at the Northwest Corner of said Quarter; thence South 88 degrees 11 minutes 59 seconds East, a distance of 2713.69 feet along the North line of said Quarter to a 5/8 inch rebar at the Northeast Corner of said Quarter; thence South 00 degrees 13 minutes 42 seconds East, a distance of 1330.89 feet; thence North 88 degrees 08 minutes 00 seconds West, a distance of 30.02 feet to the West line of a Right-of-way recorded as Instr. No. 930009095, Instr. No. 202200312, and Instr. No. 202200313 in the Office of the Recorder of Hancock County, Indiana; thence along said Right of Way the following 9 courses; 1) South 00 degrees 04 minutes 39 seconds East 200.02 feet; 2) North 88 degrees 12 minutes 33 seconds West 4.01 feet; 3) South 00 degrees 12 minutes 16 seconds East 92.41 feet; 4) South 15 degrees 53 minutes 45 seconds West 21.64 feet; 5) South 11 degrees 05 minutes 22 seconds West 70.59 feet; 6) South 01 degrees 55 minutes 57 seconds West 268.19 feet; 7) South 08 degrees 48 minutes 52 seconds West 318.94 feet; 8) South 00 degrees 12 minutes 16 seconds East 142.00 feet; 9) South 27 degrees 06 minutes 25 seconds West 15.26 feet to the North line of a tract described in Instr. No. 202119978 to Hancock County BOC, recorded in the Office of the Recorder of Hancock County, Indiana; thence North 88 degrees 12 minutes 55 seconds West along the North line thereof, a distance of 84.41 feet; thence South 00 degrees 13 minutes 43 seconds East along the West line thereof, a distance of 102.82 feet to the North line of a Right-of-way recorded as Instr. No. 202200313 in the Office of the Recorder of Hancock County, Indiana; thence along said Right of Way the following 5 courses; 1) South 75 degrees 25 minutes 37 seconds West 166.88 feet; 2) South 43 degrees 12 minutes 15 seconds West 22.67 feet; 3) South 83 degrees 15 minutes 14 seconds West 101.12 feet; 4) North 88 degrees 12 minutes 55 seconds West 136.00 feet; 5) South 01 degrees 47 minutes 05 seconds West 8.45 feet to the North Right-of-way line of County Road 500 North; thence North 88 degrees 13 minutes 08 seconds West, a distance of 737.05 feet along said right-of-way line; thence South 00 degrees 12 minutes 52 seconds East, a distance of 16.50 feet to a Mag Nail with washer stamped "SCHNEIDER FIRM #0001" at the Southeast Corner of the West Half of the Southeast Quarter of said Section; thence North 88 degrees 12 minutes 54 seconds West, a distance of 1357.47 feet along said South line to the Point of Beginning. Containing 162.32 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. The following uses (as described or defined in the Town of McCordsville Zoning Ordinance) shall be prohibited on the Subject Property:
 - a) 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.
 - 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.

2. The following use shall be permitted only as a Special Exception on the Subject Property:
 - Contractor, commercial
 - Manufacturing, medium
 - Self-storage or mini-warehouse
 - Utility facility
 - Fuel/gas station with or without a convenience store
 - 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 400 feet from the west right-of-way line of CR 600 W.
4. No primary structure may be located closer than 300 feet from west right-of-way line of CR 600 W.
5. The half-width rights-of-way for CR 600W, as identified in the Town's Thoroughfare Plan, is 70 feet. This shall be dedicated to the Town.
6. The half-width rights-of-way for CR 500N, as identified in the Town's Thoroughfare Plan, is 50 feet. This shall be dedicated to the Town.
7. The half-width rights-of-way for Aurora Way, as identified in the Town's Thoroughfare Plan, is 35 feet. Any portion of this rights-of-way, located upon the subject property shall be dedicated to the Town.
8. Buffering/screening shall be required as detailed below:
 - a. Along the south property line an undulating mound, no less than six feet in height, shall be provided. Buffer plantings consistent with those required for a large buffer-yard shall be provided.
 - b. Along the north property line, from the west property line to the western access road, as shown on Exhibit C, mounding no less than six feet in height shall be provided. This mounding shall also feature a six-foot-tall privacy fence (on top of the mounding) and plantings consistent with those required for a large buffer-yard. Any portion of the above-described buffer that is placed in a tree preservation easement, and said easement is at least 250 feet in depth and preserves an existing mature wooded area, shall not be required to meet the buffer-yard requirements. Additionally, along the north property line, from the western access road, as shown on Exhibit C, to Mt. Comfort Road, undulating mounding no less than five feet in height shall be provided. Buffer plantings consistent with those required for a large buffer-yard shall be provided.
 - c. Along the east property line an undulating mound, no less than three feet in height shall be provided. Buffer plantings consistent with those required for a small buffer-yard shall be provided.
9. Any wet detention/retention facility shall that is visible from a perimeter roadway shall include an illuminated fountain.
10. B-directional amplification shall be required for all buildings to aide in emergency response radio signals in and out of the buildings. The petitioner commits to working with the Town of McCordsville and Buck Creek Fire Department on the details of this system.
11. Any building adjacent to 600W shall not have overhead doors or docks directly facing 600W.

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 # PC-22-004 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 # PC-22-004 .

IN WITNESS WHEREOF, owner has executed this instrument this _____ day of _____, 2022.

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 _____, 2022

Signature _____

Printed _____

County of Residence _____

My Commission expires: _____

This instrument was prepared by Ryan Crum.

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. Ryan Crum

EXHIBIT C



