

2018019334 ORDI \$25.00
05/04/2018 04:06:06PM 27 PGS
Jennifer Hayden
PSI Hamilton County Recorder IN
Recorded as Presented



Year
2017

GEIST MANOR PUD

City of Fishers
Planned Unit
Development
Ordinance
No. 071717E

Year
2017

GEIST MANOR PUD

City of Fishers
Planned Unit
Development
Ordinance
No. 071717E

GEIST MANOR PUD

1.01 Declaration, Purpose and Intent, and Permitted Uses

Declaration	Purpose and Intent	Permitted Uses
<p>Ordinance No. 071717E (this "Ordinance") Adopted: _____</p> <p>The Unified Development Ordinance (the "UDO") of the City of Fishers, Indiana, Ordinance No. 090605A, as amended, and the Official Zoning Map of the City of Fishers, Indiana, dated June, 2017, as amended, which accompanies and is a part of the Zoning Code of the City of Fishers, Indiana, are hereby amended as follows:</p> <p>The zoning classification of the real estate legally described in Section 1.10 of this Ordinance (the "Real Estate"), is hereby designated as a Planned Unit Development - Residential District (PUD-R), and that said PUD-R zoning district shall hereafter be known as the "Geist Manor PUD."</p> <p>Development of the Real Estate shall be governed entirely by the provisions of this Ordinance and those provisions of the UDO specifically referenced in this Ordinance. All provisions of the UDO that conflict with the provisions of this Ordinance are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Ordinance.</p>	<p>The purpose of this PUD is to encourage improved design in the development of land by promoting greater flexibility in applying the UDO to the development of the Real Estate.</p>	<p>Area A: All uses described in the R3 <i>Residential District.</i></p> <p>Area B: All uses described in the OS <i>Open Space District.</i></p>

GEIST MANOR PUD

1.02 Applicability

- A. The standards of the UDO applicable to the **R3 Residential District** shall apply to the development of Area A, except as modified, revised, or expressly made inapplicable by this Ordinance. The standards of the UDO applicable to the **OS Open Space District** shall apply to the development of Area B. "Article" cross-references of this Ordinance shall hereafter refer to the *Article* section as specified and referenced in the UDO. Capitalized terms that are not otherwise defined herein shall have the meaning ascribed to them in the UDO. Pursuant to *Article 4.02(F): Planned Unit Development (PUD) Districts: Amendments to the Unified Development Ordinance*, an amendment to the UDO shall apply to this Ordinance unless this Ordinance has specified an alternative development or design standard, and *Article 1.10: Basic Provisions: Transition Rules* also shall apply to amendments.

1.03 Concept Plan

- A. The Concept Plan, attached hereto as Exhibit A, is hereby incorporated. The Real Estate's Development Plan shall be substantially consistent with the Concept Plan and shall be reviewed and approved based upon compliance with the development and design standards set forth herein. *Article 9.18(M)(1): Planned Unit Development; Concept Plan: Changes or Amendments: UDO/PUD Text Amendment* shall not apply. If the Director determines that a Development Plan is not substantially consistent with the Concept Plan (the "Director's Determination"), then the Director shall notify the applicant within fifteen (15) days of receipt of the submitted Development Plan of (1) the Director's Determination; and (2) whether the Development Plan is (a) approved; or (b) not approved (the "Director's Decision"). The Director's Decision shall be based upon the Development Plan's compatibility and consistency with the intended quality and character of the Geist Manor PUD. If the Director's Decision does not approve the Development Plan, then the applicant may submit the Development Plan to the City Council for review and approval. The City Council's decision shall be made at a public meeting, but no additional public hearing shall be required.

1.04 Development Standards (Area A only, except where Area B is noted)

- A. Cross References: The regulations of *Article 05: Development Standards* shall apply, except as modified by this Ordinance.
- B. General Regulations: *Article 2.10: R3 Residential District Development Standards* shall not apply. Instead, the following Development Standards Matrix shall apply:

Lots Permitted	Min. Lot Area	Min. Lot Width	Min. Lot Frontage	Min. Front Setback	Min. Side Setback	Min. Aggregate Side Setback	Min. Rear Setback	Max. Impervious Surface Coverage	Min. Living Unit Area	Max. Structure Height
47	12,600 sq. ft.	90' at Building Line	50' ¹	25'	5'	20'	25'	45% of the Lot Area	Ranch: 2,000 sq. ft. ² 2-story: 2,300 sq. ft.	Primary: 35' Accessory: 18'

- C. Accessory Structure Standards (AS): shall apply.
- D. Architectural Design Standards (AD): shall apply, except as modified below:
 - (1) Approved Elevations
 - (a) The City's PUD Committee, at its September, 6, 2017, meeting, reviewed and approved the set of home plans on file with the City's Planning and Zoning Department (the "Approved

¹40' Minimum Lot Frontage for lots fronting on cul-de-sacs.

²Ranch homes less than 2,400 sq. ft. shall: (1) be built on no more than nine (9) lots; and (2) not be located on lots designated with a black circle on the Concept Plan.

GEIST MANOR PUD

Elevations"). The Illustrative Architectural Exhibit, attached hereto as Exhibit B, is a sampling and general representation of the approved home elevations. The Approved Elevations are hereby incorporated and approved. All homes shall be substantially consistent with the Approved Elevations or otherwise comply with the standards set forth in this Ordinance. The Director of Planning and Zoning, including his/her designees, shall review and approve home elevations at the time of filing of the Building Permit for compliance.

- (b) If a home elevation does not comply with Section 1.04(D)(1)(a), then the proposed home elevation(s) shall be submitted for review and approval by the PUD Committee. The PUD Committee's review of the home elevation(s) shall be performed in order to determine its compatibility and consistency with the intended quality and character of the PUD and the Approved Elevations.
- (2) *Article 5.13 AD-01 (A)(1)(b): Architectural Design; Single-Family Residential; Facade; Side and Rear Elevation* shall not apply; rather, the following shall apply:
- (a) Dwellings on lots designated with a black circle on the Concept Plan shall:
 - (i) have a minimum three (3') foot masonry wainscot on all four sides, and
 - (ii) incorporate one (1) or more of the following features: rear sun room, rear screened porch, rear covered patio, or any other rear facade extension.
- (3) *Article 5.13 AD-01 (A)(2): Architectural Design; Single-Family Residential; Facade; Exterior Material* shall apply; however, aluminum, stucco, heavy-gauge vinyl, and vinyl shall not be permitted as a siding material.
- (4) *Article 5.13 AD-01 (A)(3): Architectural Design; Single-Family Residential; Facade; Architectural Features* shall apply, as modified below:
- (a) No more than one (1) architectural feature from *Article 5.13 AD-01 (A)(3)(b): Architectural Design; Single-Family Residential; Facade; Architectural Features; Roof* may be used to satisfy the requirements of *Article 5.13 AD-01 (A)(1)(a): Architectural Design; Single-Family Residential; Facade; Masonry; Front Elevation*.
 - (b) The following shall be added to the list of architectural features, which shall be worth one (1) point unless indicated otherwise:
 - (i) More than one (1) siding profile on the front elevation (e.g., second siding profile such as shake, vertical or other horizontal siding used as an accent);
 - (ii) Large feature window on the second floor above the front door³;
 - (iii) covered front porch;
 - (iv) having three (3) or more materials on the front facade;
 - (v) one (1) multi-window dormer;
 - (vi) at least a two-foot (2') deep offset at one (1) or more points along the front elevation;
 - (vii) Dentil blocks, decorative brackets, crown moulding or similar architectural detailing at eaves on front facade³; or
 - (viii) Minimum three and a half inch (3 1/2") wide trim on all front facade windows
- (5) *Article 5.13 AD-01 (D): Architectural Design; Single-Family Residential; Automobile Storage* shall apply. In addition,
- (a) Decorative garage doors shall be required on all front-loading garages, as shown illustratively on the Decorative Garage Door Exhibit, attached hereto as Exhibit C. Other decorative garage doors also shall be permitted as long as the garage doors are substantially similar or greater in quality, character, and architectural detailing as the decorative garage doors shown on Exhibit C.
- (6) *Article 5.13 AD-01 (D)(3): Architectural Design; Single-Family Residential; Automobile Storage;*

³Please see Exhibit E, Architectural Elements Examples

GEIST MANOR PUD

Minimum Garage Depth: shall apply, as modified below:

(a) Minimum Garage Depth: Nineteen (19) feet.

- E. Density & Intensity Standards (DI): shall apply.
- F. Entrance & Driveway Standards (ED): shall apply.
- G. Environmental Standards (EN): shall apply.
- H. Fence & Wall Standards (FW): shall apply.
- I. Floodplain Standards (FP): shall apply.
- J. Floor Area Standards (FA): shall apply.
- K. Height Standards (HT): shall apply.
- L. Home Occupation Standards (HO): shall apply.
- M. Landscaping Standards (LA): shall apply.
- N. Lighting Standards (LT): shall apply.
- O. Loading Standards (LD): shall apply.
- P. Lot Standards (LO): shall apply.
- Q. Outdoor Storage Standards (OS): shall apply.
- R. Parking Standards (PK): shall apply.
- S. Pedestrian Accessibility Standards (PA): shall apply.
- T. Performance Standards (PF): shall apply.
- U. Permanent Outdoor Display Area Standards (PD): shall apply.
- V. Property Identification Standards (PI): shall apply.
- W. Public Art Standards (PT): shall apply.
- X. Public Improvement Standards (PV): shall apply.
- Y. Setback Standards (SB): shall apply.
- Z. Sewer & Water Standards (SW): shall apply.
- AA. Sexually Oriented Business Standards (SX): shall apply.
- BB. Sign Standards (SG): shall apply.
- CC. Structure Quantity Standards (SQ): shall apply.
- DD. Telecommunication Facilities Standards (TC): shall apply.
- EE. Temporary Use/Structure Standards (TU): shall apply.
- FF. Use-specific Standards (US): shall apply.
- GG. Vision Clearance Standards (VC): shall apply.

1.05 Design Standards (Area A only, except where Area B is noted)

- A. Cross References: The regulations of *Article 7: Design Standards* applicable to a *Planned Unit Development (PUD)* shall apply except as modified by this Ordinance:
- B. Access Road Standards (AC): shall apply.
- C. Alley Standards (AL): shall apply.
- D. Anti-monotony Standards (AM): shall apply.
- E. Common Area Standards (CA): shall apply.
- F. Covenant Standards (CE): shall apply.
- G. Dedication of Public Improvement Standards (DD): shall apply.
- H. Density and Intensity Standards (DE): shall apply.
- I. Development Name Standards (DN): shall apply.
- J. Easement Standards (EA): shall apply.
- K. Erosion Control Standards (EC): shall apply.
- L. Floodplain Standards (FL): shall apply.

GEIST MANOR PUD

- M. Lot Establishment Standards (LT): shall apply; except as modified below:
(1) *Article 7.18 LE-01 (B)(3): Lot Establishment Standards; Residential Lot Standards: Corner Lots*; shall not apply. Instead, the following shall apply:
(a) Residential corner lots shall be at least twenty-five percent (25%) larger than the minimum lot area indicated for the zoning district.
- N. Mixed Use Development Standards (MU): shall apply.
- O. Monument & Marker Standards (MM): shall apply.
- P. On-street Parking Standards (OG): shall apply.
- Q. Open Space Standards (OP): Per *Article 7.25 OP-01(C)(6): Open Space Standards; Residential; City Council-Approved Open Space*, the open space shown on Exhibit D shall be deemed to satisfy the Open Space standards.
- R. Pedestrian Network Standards (PN): shall apply.
- S. Perimeter Landscaping Standards (PL): shall apply.
- T. Prerequisite Standards (PQ): shall apply.
- U. Storm Water Standards (SM): shall apply.
- V. Street & Right-of-way Standards (SR): shall apply; except as modified below:
(1) *Article 7.36 SR-01 (C)(3): Street and Right-of-way Standards: Residential: Street Design Principles: Connectivity*; shall apply, except it shall not apply on the east side of the Real Estate (due to the topography and existing conditions).
(2) *Article 7.36 SR-01 (C)(11): Street and Right-of-way Standards: Residential: Street Design Principles: Cul-de-sac Length*; shall not apply. Instead, the following shall apply:
(a) The maximum cul-de-sac length shall be 1,050 feet.
- W. Street Lighting Standards (SL): shall apply.
- X. Street Name Standards (SN): shall apply.
- Y. Street Sign Standards (SS): shall apply.
- Z. Surety Standards (SY): shall apply.
- AA. Utility Standards (UT): shall apply.

1.06 Procedures

- A. The procedures set forth in *Article 9: Processes, Permits & Fees; Planned Unit Development* shall apply, as amended. Development plans shall be reviewed and approved based upon compliance with the development and design standards set forth herein.
- B. If applicable the Real Estate shall be assigned to the City's general PUD Committee (the "Committee") for architectural review.
- C. The Committee, if applicable, and the Mayor or Mayor's Designee shall have discretion and flexibility to consider and approve modifications pertaining to any development and design standards established or referenced by this Ordinance if the Committee or Mayor or Mayor's Designee determines such modifications are consistent with the intent of this Ordinance and consistent with the quality and character represented in this Ordinance.

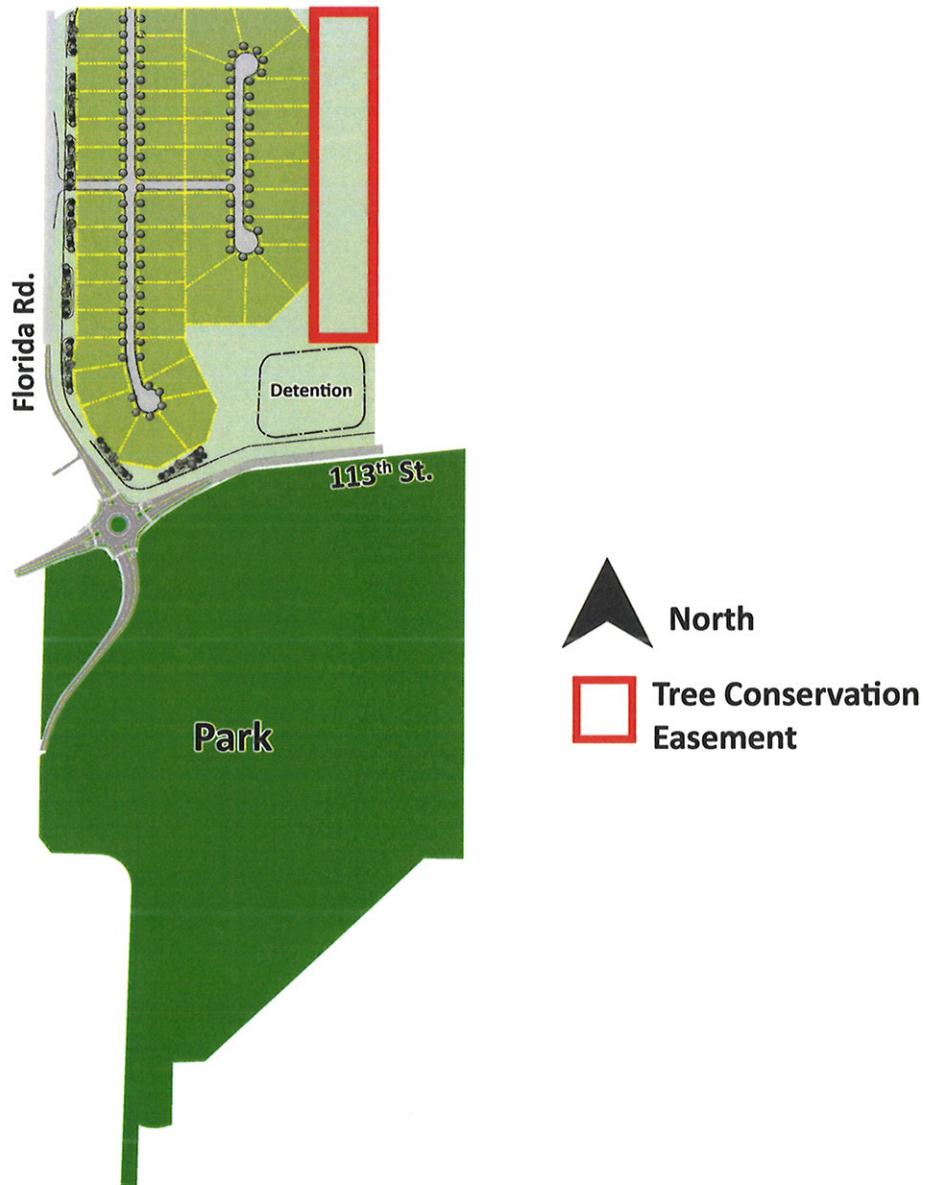
1.07 Commitments

- A. Pursuant to *Article 9.18(J)(4): Planned Unit Development; PUD District Ordinance and Concept Plan; City Council; Commitments*, certain commitments in the form substantially as attached hereto as Exhibit F (the "Commitments") shall be recorded by the owner of the Real Estate in the Office of the Recorder of Hamilton County, Indiana. The owner shall deliver a copy of the recorded instrument to the Planning and Zoning Department of the City of Fishers prior to applying for any subsequent permits for the Real Estate.

GEIST MANOR PUD

1.08 Tree Conservation Easement

- A. A tree conservation easement (“Easement”) as approximately shown on the Tree Conservation Exhibit, attached hereto and incorporated herein shall be recorded. Within the Easement, no trees with a diameter at breast height (“DBH”) in excess of six inches (6”) or evergreens eight feet (8’) or more in height (the “Protected Trees”) shall be removed unless the tree is damaged, diseased, dead, listed as Invasive and Poor Characteristic Species as per Ordinance 080403C, as amended, or is required to be removed in order to comply with safety requirements of any governmental agency. If a Protected Tree is damaged or otherwise removed by the developer or builder, except as permitted to be removed as listed above, then the developer or builder (as the case may be) shall reestablish the Protected Tree with a tree or trees of combined equal or greater DBH subject to the availability of space for their healthy growth in the Easement under Ordinance 080403C, as amended. It is acknowledged that certain areas of the woodlands will not be appropriate for the Easement due to drainage and utility needs and due to location of trails, paths, and related community amenities as will be identified at the time of the Detailed Development Plan.



GEIST MANOR PUD

1.09 Adoption

This ordinance shall be in full force and effect from and after its passage by the Common Council and after the occurrence of all other actions required by law. All provisions or parts of the UDO in conflict herewith are hereby repealed.

APPROVED by the Common Council of the City of Fishers this ____ day of _____, 2017.

THE COMMON COUNCIL OF THE CITY OF FISHERS, HAMILTON COUNTY, INDIANA
AYE NAY

_____	David C. George, President	_____
_____	Todd P. Zimmerman, Vice-President	_____
_____	C. Pete Peterson, Member	_____
_____	John W. Weingardt, Member	_____
_____	Eric Moeller, Member	_____
_____	Selina M. Stoller, Member	_____
_____	Richard W. Block, Member	_____
_____	Cecilia C. Coble, Member	_____
_____	Brad DeReamer, Member	_____

I hereby certify that the foregoing Ordinance was delivered to City of Fishers Mayor Scott Fadness on the _____ day of _____ 2017, at _____ m.

ATTEST: _____
Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL

Scott A. Fadness, Mayor DATE _____

MAYOR'S VETO

Scott A. Fadness, Mayor DATE _____

Approved by: Chris Greisl, City of Fishers, City Attorney
Prepared by: Steven D. Hardin, Esq.,
Faegre Baker Daniels LLP, 600 East 96th Street, Suite 600,
Indianapolis, Indiana 46240. (317) 569-9600.

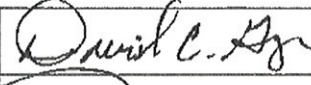

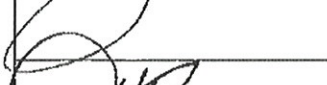
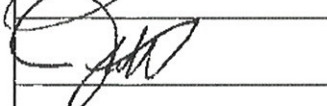
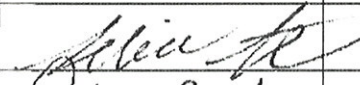
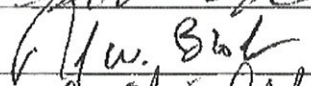
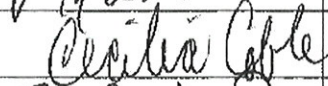
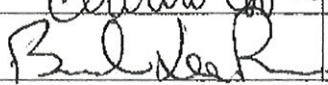
In accordance with Indiana Code, I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: India A.J.B.B. Olson

COMMON COUNCIL OF THE CITY OF FISHERS, Ord 071717 E
HAMILTON COUNTY, INDIANA

YAY

NAY

ABSTAIN

YAY	NAY	ABSTAIN
	David George, President	
	Todd Zimmerman, Vice-President	
	C. Pete Peterson, Member	
	John Weingardt, Member	
	Eric Moeller, Member	
	Selina M. Stoller, Member	
	Richard W. Block, Member	
	Cecilia C. Coble, Member	
	Brad DeReamer, Member	

I hereby certify that the foregoing Ordinance/ Resolution was delivered to City of Fishers Mayor Scott Fadness on the 20th day of NOVEMBER 2017, at 8:30 P m.

ATTEST:

 Jennifer L. Kehl, City Clerk

MAYOR'S APPROVAL


 Scott A. Fadness, Mayor

DATE

11/20/17



MAYOR'S VETO

 Scott A. Fadness, Mayor

 DATE

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana, 46038

"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." Christopher P. Greisl

GEIST MANOR PUD

1.10 Real Estate

LOTS ONE (1), TWO (2), THREE(3) AND SIXTY-ONE (61) LUXHAVEN REVISED 1ST SECTION, RECORDED IN DEED RECORD J34, PAGE 211, IN THE RECORDER'S OFFICE OF HAMILTON COUNTY, INDIANA,

ALSO, A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST OF SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE QUARTER SECTION POST ON THE NORTH SIDE OF SECTION 6, THENCE EAST 85.18 RODS, THENCE SOUTH 170 RODS, THENCE WEST 85.18 RODS, THENCE NORTH 170 RODS TO THE PLACE OF BEGINNING, CONTAINING 90-1/2 ACRES, EXCEPT 1/2 ACRE FOR A GRAVEYARD.

ALSO, WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST OF SECOND PRINCIPAL MERIDIAN, EXCEPT COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST OF SECOND PRINCIPAL MERIDIAN, THENCE EAST 17 RODS AND 4 FEET; THENCE SOUTH 72 RODS; THENCE WEST 17 RODS AND 4 FEET, THENCE NORTH 72 RODS TO THE PLACE OF BEGINNING, CONTAINING 8 ACRES, MORE OR LESS, ALSO EXCEPT LUXHAVEN ADDITION, AS SHOWN IN DEED RECORD 131 , PAGE 291.

EXCEPTING:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST, LOCATED IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 27 MINUTES 13 SECONDS EAST 59.46 FEET TO A STONE WITH CUT X AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 20 MINUTES 15 SECONDS EAST 1040.64 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER TO A 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 10 MINUTES 15 SECONDS EAST 304.88 FEET ALONG SAID NORTH LINE TO A 5/8 INCH IRON ROAD WITH YELLOW CAP STAMPED MILLER SURVEYING AT THE NORTHEAST CORNER OF A 90.5 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NUMBER 2008049801 (SAID 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED MILLER SURVEYING ALSO BEING THE NORTHWEST CORNER OF THE 20.197 ACRE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NUMBER 2008004856); THENCE SOUTH 00 DEGREES 45 MINUTES 09 SECONDS WEST 1417.83 FEET ALONG THE COMMON BOUNDARY BETWEEN THE ABOVE TWO TRACTS TO A MAG NAIL AT THE SOUTHWEST CORNER OF SAID TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT NUMBER 2008004856; THENCE SOUTH 85 DEGREES 04 MINUTES 44 SECONDS WEST 306.29 FEET ALONG THE CENTERLINE OF 113TH STREET TO A MAG NAIL; THENCE NORTH 00 DEGREES 45 MINUTES 09 SECONDS EAST 1440.58 FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES MORE OR LESS.

ALSO EXCEPT TRACT ONE:

THIRTY (30) FEET OFF THE WEST SIDE OF LOT NUMBER SIXTY-TWO (62) IN LUXHAVEN AMENDED 1ST SECTION, AN ADDITION IN HAMILTON COUNTY, INDIANA.

TRACT TWO:

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST, IN HAMILTON COUNTY, INDIANA, AND DESCRIBED AS FOLLOWS: PARTS OF LOTS 75, 76, 77, 78, 79 ,80, 81 AND 82 IN LUXHAVEN, AN ADDITION IN HAMILTON COUNTY, INDIANA, AND



GEIST MANOR PUD

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER SECTION, 256 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION 295 FEET; THENCE SOUTH AND PARALLEL TO SAID WEST LINE OF SAID QUARTER SECTION TO THE NORTH LINE OF MARTHA STREET AS SHOWN ON THE PLAT OF LUXHAVEN AMENDED 1ST SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID MARTHA STREET 295 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH ALONG SAID WEST LINE TO THE PLACE OF BEGINNING.

TRACT THREE:

PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST, IN HAMILTON COUNTY, INDIANA, AND DESCRIBED AS FOLLOWS: ALL OF LOTS 153 TO 166 INCLUSIVE IN LUXHAVEN, AN ADDITION IN HAMILTON COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER SECTION 1428 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF MARTHA STREET AS SHOWN ON THE PLAT OF LUXHAVEN AMENDED 1ST SECTION 465 FEET TO THE WEST LINE OF LOT 125 IN LUXHAVEN AMENDED 1ST SECTION; THENCE SOUTH ALONG SAID WEST LINE 200 FEET; THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID MARTHA STREET 465 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH ALONG SAID WEST LINE 200 FEET TO THE PLACE OF BEGINNING.

TRACT FOUR:

ALL THAT PART OF SAID QUARTER SECTION LYING SOUTH OF THE ADDITION KNOWN AS LUXHAVEN AND LUXHAVEN AMENDED 1ST SECTION, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER SECTION 1628 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE CONTINUING SOUTH ALONG SAID WEST LINE 992.5 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE THEREOF 1336.0 FEET TO A CONCRETE POST; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID QUARTER SECTION 1327.5 FEET TO A POINT ON THE SOUTHERN LINE OF SAID LUXHAVEN AMENDED 1ST SECTION; THENCE SOUTHWESTERLY ON AND ALONG THE SOUTHERN LINES OF LOTS 105 TO 111, INCLUSIVE, OF LUXHAVEN AMENDED 1ST SECTION TO THE SOUTHWEST CORNER OF LOT 111; THENCE SOUTHWESTERLY ON AND ALONG THE SOUTHERN ON AND ALONG THE SOUTHERN LINES OF LOTS 112 TO 124, INCLUSIVE OF LUXHAVEN AMENDED 1ST SECTION TO THE SOUTHWEST CORNER OF LOT 124; THENCE WEST 530.89 FEET TO THE PLACE OF BEGINNING, AND ALSO ALL THOSE PARTS OF MARTHA STREET; VAUGHN STREET AND LEWIS STREET WHICH ARE OR MAY BE A PART OF THE REAL ESTATE ABOVE DESCRIBED.

Exhibit A- Concept Plan Exhibit

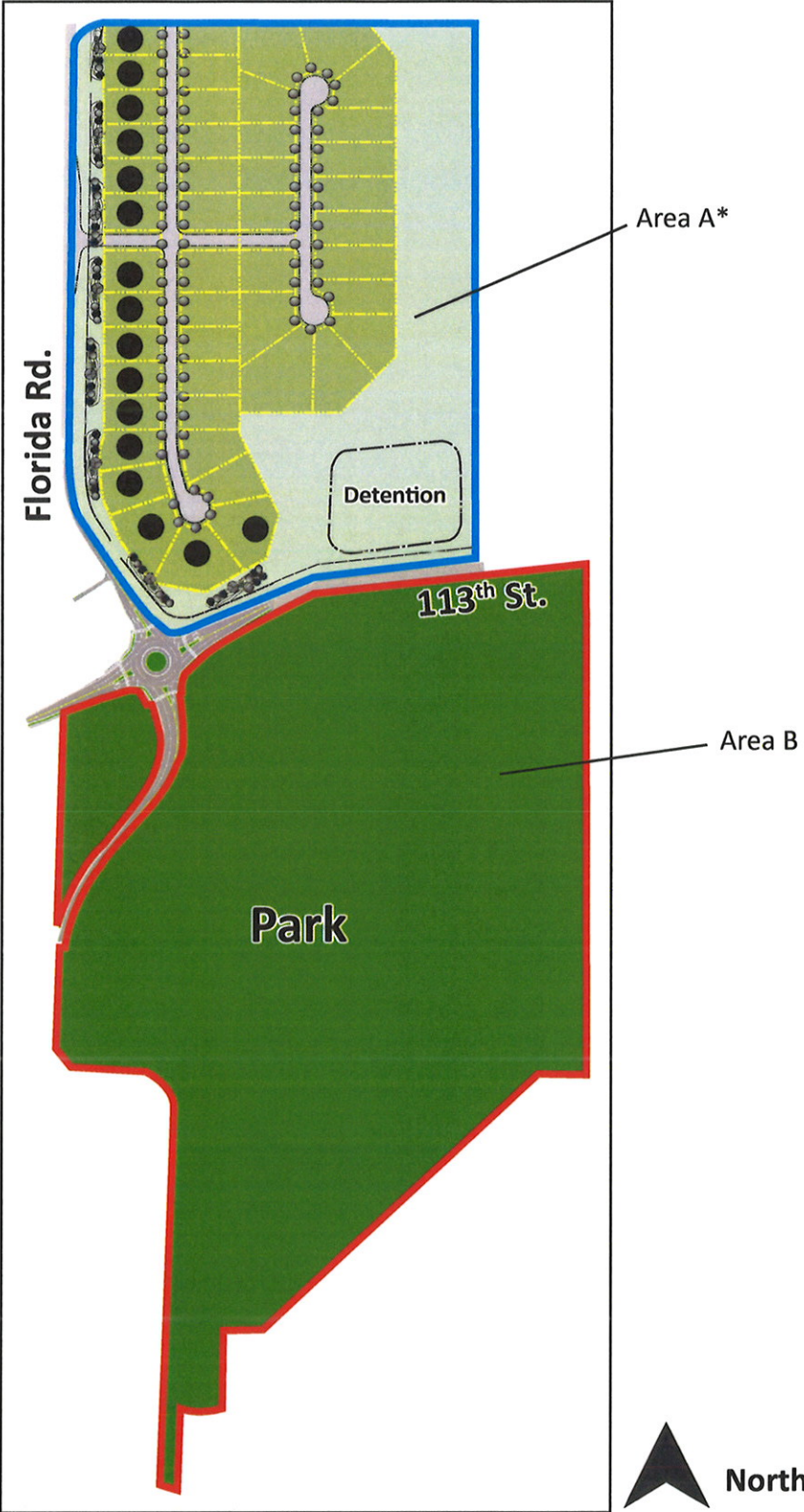


Exhibit B - Illustrative Architectural Exhibit



Exhibit B - Illustrative Architectural Exhibit (cont.)



Exhibit C - Decorative Garage Door Exhibit



Exhibit C - Decorative Garage Door Exhibit

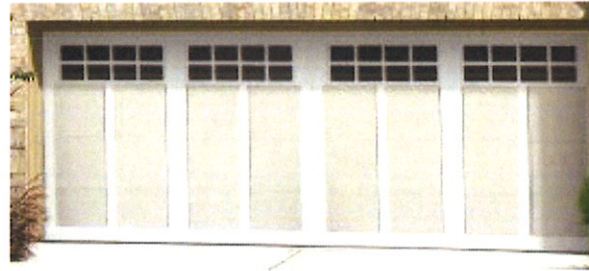
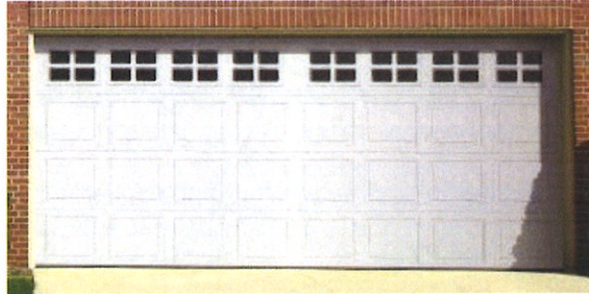
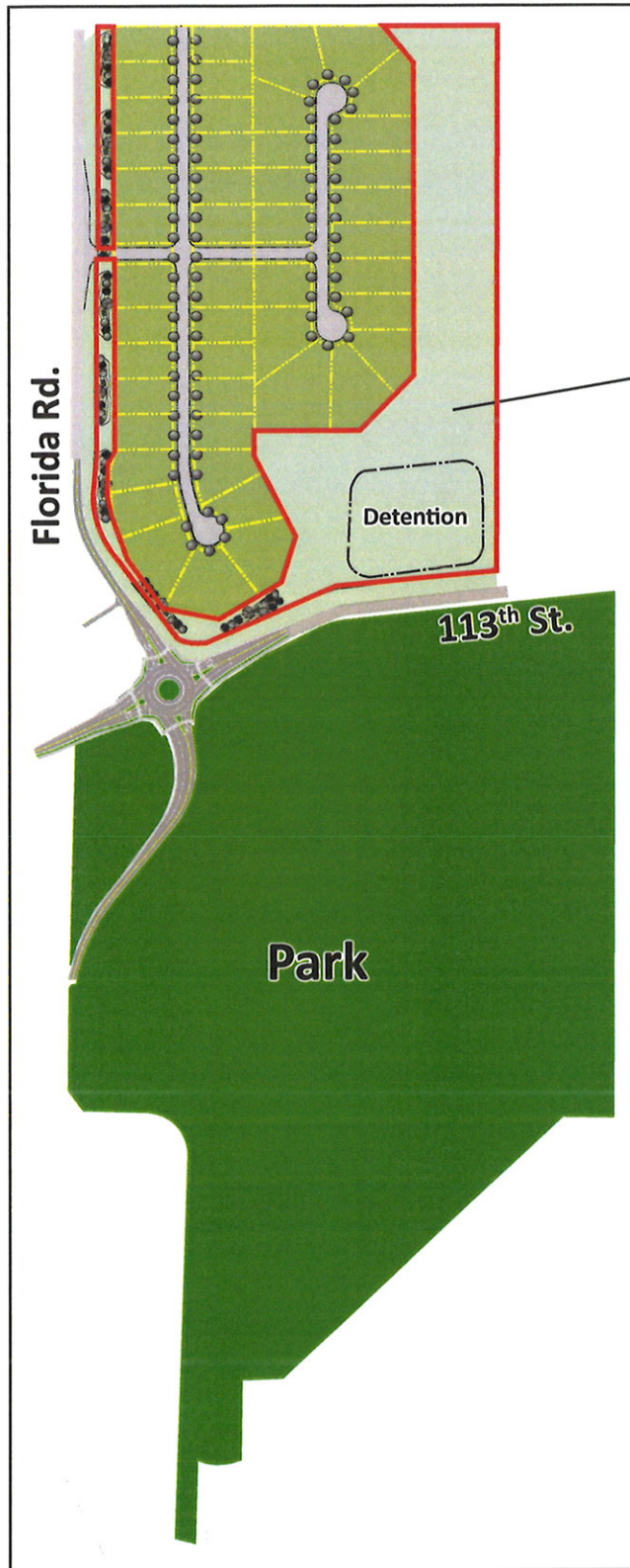


Exhibit D - Open Space Exhibit



Open Space



Exhibit E - Architectural Elements Examples Large Feature Window

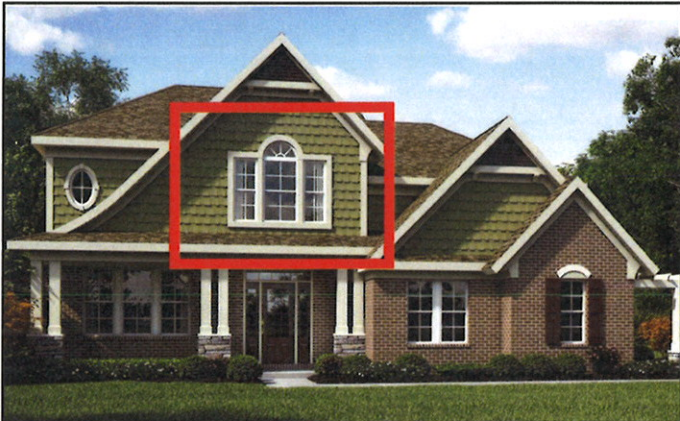


Exhibit E - Architectural Elements Examples Decorative Brackets

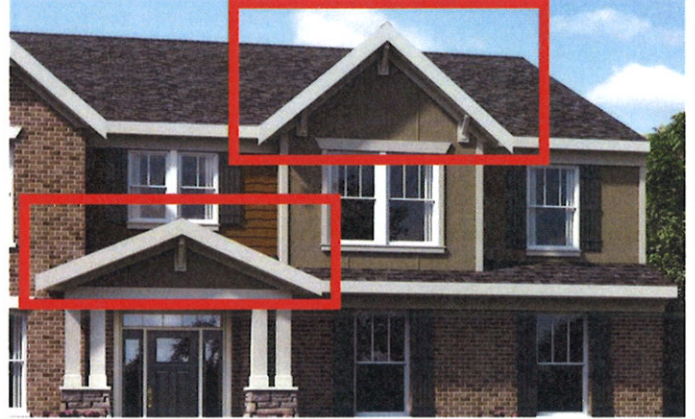


Exhibit E - Architectural Elements Examples Dentil Blocks

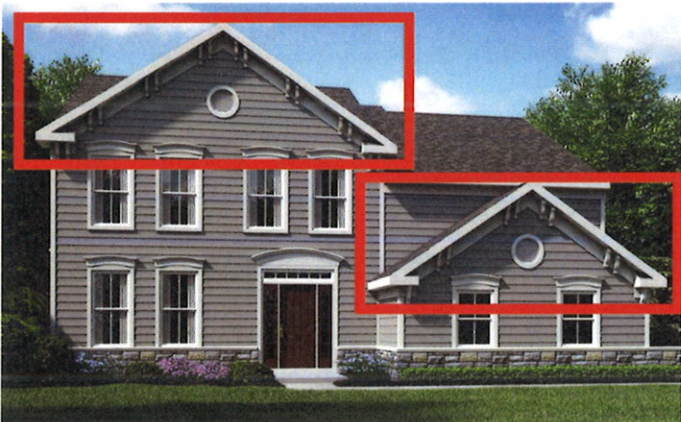
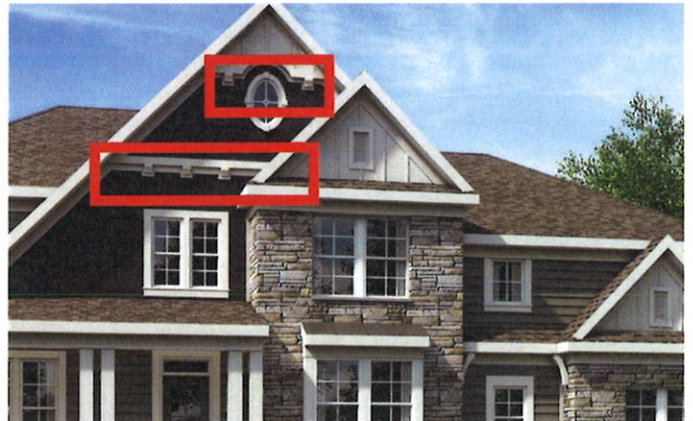
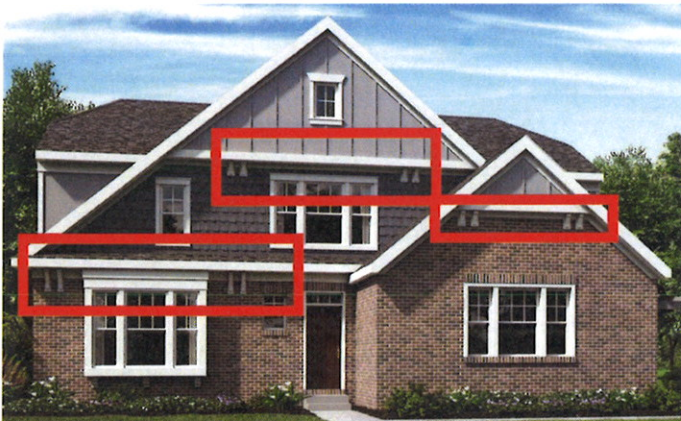
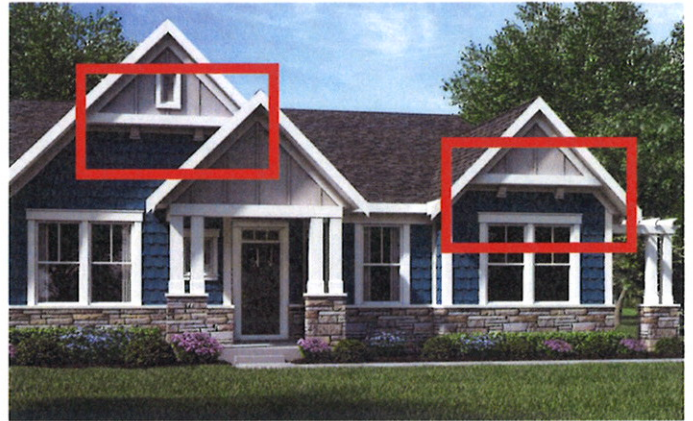
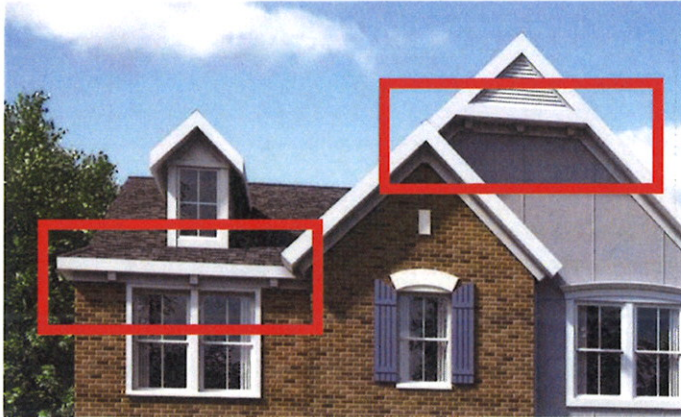


Exhibit E - Architectural Elements Examples Architectural Detailing

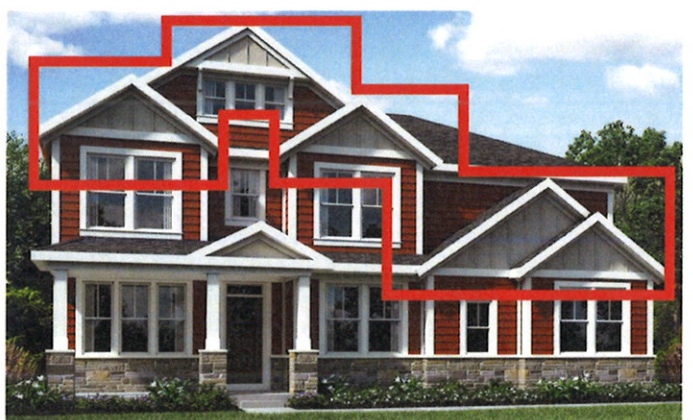
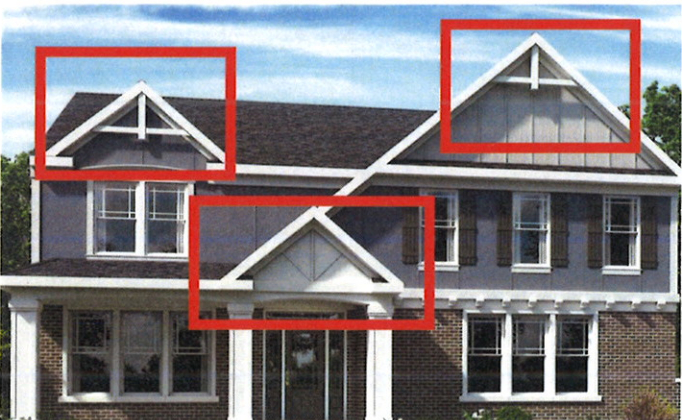
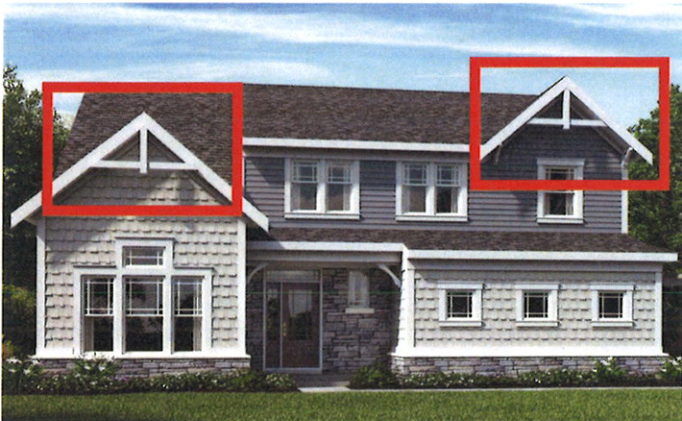


Exhibit E - Architectural Elements Examples Crown Moulding

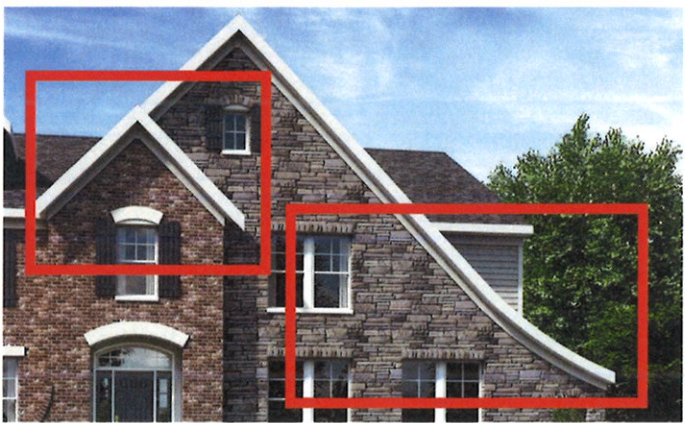
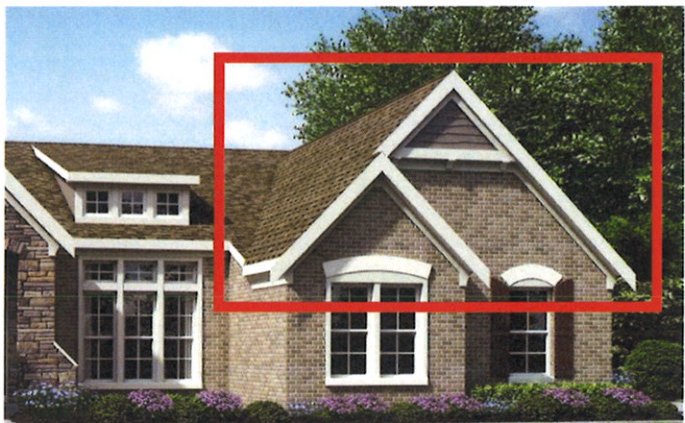


Exhibit F - Commitments

COMMITMENTS CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE

Mann Properties, LLC (the "Developer"), makes the following commitments to the Common Council ("Council") for the City of Fishers, Hamilton County, Indiana ("City") in connection with the use and development of real estate generally located at or about 0 East 113th Street, Fishers, Indiana ("Real Estate"):

WHEREAS, on or around September 6, 2017, the City's Advisory Plan Commission held a public hearing concerning a planned unit development for the Real Estate ("Geist Manor PUD") and sent a favorable recommendation to the Council for its review of the Geist Manor PUD;

WHEREAS, the purpose of the Geist Manor PUD is to encourage improved design in the development of land by promoting greater flexibility in applying the City of Fishers Unified Development Ordinance ("UDO") to the development of the Real Estate;

WHEREAS, as a condition to approving the Geist Manor PUD, Ordinance No. 071717E, (the "PUD Ordinance") the City seeks various commitments by the Developer as further defined herein ("Commitments"); and

WHEREAS, Developer now desires to make various Commitments to further enhance the Real Estate.

NOW, THEREFORE, Developer hereby declares that the following Commitments which shall be recorded and effective as an obligation and commitment running with the Real Estate.

Section 1. Description of Real Estate. See Exhibit A, attached hereto and incorporated herein by reference, which shall be the legal description of Area A as depicted in the PUD Ordinance (the "Description"). The Description shall be attached hereto and these Commitments recorded at the time the plat is recorded as described in Section 2(C), below.

Section 2. Statement of Commitments to the City. Developer hereby makes the following binding Commitments regarding the Real Estate:

- A. **Annexation.** Developer hereby agrees to not remonstrate against annexation of the Real Estate by the City. If the Real Estate has not been annexed prior to Developer's first sale of a residential lot within the Real Estate, then Developer shall include a waiver of remonstrance provision in the covenants and restrictions for the Real Estate, which shall be recorded and provided to the purchaser of each lot with the Real Estate. Once the City achieves contiguity with the Real Estate, as defined by Ind. Code § 36-4-3-13, Developer, at no cost to itself, shall voluntarily annex the Real Estate into the City of Fishers.
- B. **Payment of Impact Fees.** Developer hereby agrees that, prior to the formal annexation of the Real Estate to the City, any home constructed on the Real Estate shall voluntarily contribute to the City the standard Impact Fees, as further defined by Chapter 156 of the

City's Code of Ordinances, normally assessed by the City for a single-family home at the time a building permit is issued.

C. **Platting of Real Estate.** Within thirty (30) days after acquiring the Real Estate, Developer shall file for a primary plat of the Real Estate in accordance with the City's UDO. Developer's plat (the "Plat") shall show that portion of Parcel No: 13-16-06-00-003.000, and the entirety of Parcel No: 13-16-06-00-009.000, Parcel No: 13-16-06-04-01-001.000, Parcel No: 13-16-06-04-01-002.000, Parcel No: 13-16-06-04-01-003.000, and Parcel No: 13-16-06-04-01-062.000 being dedicated to the City pursuant to the Purchase and Park Impact Fee Credit Agreement by and between the City and Sue L. Ciott, Trustee of Sue L. Ciotti Revocable Trust & Herbert A. Miller, Trustee of Herbert A. Miller Revocable Trust, as a separate parcel as further depicted in Exhibit B, attached hereto and incorporated herein by reference.

Section 3. Binding Effect. These commitments are binding upon Developer, each subsequent owner of the Real Estate, and each other person acquiring an interest in the Real Estate, unless modified or terminated. Except as provided in Section 7, below, these commitments may be modified or terminated only by a decision of the Fishers City Council following a public hearing held by the Fishers Advisory Plan Commission wherein notice has been given as provided by the Rules of and Procedures of the Fishers Advisory Plan Commission.

Section 4. Effective Date. The Commitments contained herein shall be in full force and effect upon execution.

Section 5. Recording. The undersigned hereby authorizes the City to record these Commitments in the Office of the Recorder of Hamilton County, Indiana.

Section 6. Enforcement. These Commitments may be enforced by the City and its bodies.

Section 7. Termination Upon Satisfaction of Commitments. Once the Real Estate has been annexed into the City and the Plat has been Recorded, then: (a) the City and Developer expressly agree that these Commitments shall be deemed terminated and of no further force and effect; and (b) Developer and City agree to promptly execute and record a Termination of Commitments to that effect.

IN WITNESS WHEREOF, Mann Properties, LLC, has caused these commitments to be executed as of this 25th day of April, 2017

[SIGNATURES ON FOLLOWING PAGE]

Mann Properties, LLC ("Developer")



By: J. Brian Mann

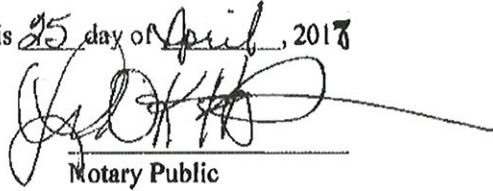
Its: Manager

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared J. Brian Mann of Mann Properties, LLC, who having been duly sworn acknowledged the execution of the foregoing Commitments.

Witness my hand and Notarial Seal this 25 day of April, 2018

My Commission Expires:


Notary Public

Printed Name _____
Residing in _____ County, Indiana

ORDON 1717E

CITY OF FISHERS

By: David C. George
David George, Common Council President

ATTEST:

Jennifer L. Kehl 11/20/2017
Jennifer L. Kehl, City Clerk

This instrument prepared by: Christopher P. Greisl, City Attorney, City of Fishers, Hamilton County, Indiana, One Municipal Drive, Fishers, Indiana 46038.

In accordance with Indiana Code, 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: /s/ Christopher P. Greisl, Esq.

EXHIBIT A

Legal Description - Area A

Part of the Northeast Quarter of Section 6, Township 17 North, Range 6 East, located in Fall Creek Township, Hamilton County, Indiana, described as follows:

Beginning at the Northwest corner of the Northeast Quarter of said Section 6; thence North 89 degrees 30 minutes 24 seconds East (assumed bearing) 59.45 feet to a stone with cut x at the Southwest corner of the Southeast Quarter of Section 31, Township 18 North, Range 6 East; thence North 89 degrees 18 minutes 43 seconds East 1,040.64 feet along the North line of the Northeast Quarter of said Section 6 to the Northwest corner of the 10.000 acre parcel owned by 4110 Investment LLC as recorded in Instrument No. 2010-025446 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 43 minutes 53 seconds West 1,441.30 feet along the West line of said 10.00 acre parcel to the center of 113th Street; thence the next two (2) courses are along the center of 113th Street; (1) South 84 degrees 53 minutes 34 seconds West 348.75 feet to the point of curvature of a curve concave Southerly, the radius point of said curve being South 05 degrees 06 minutes 26 seconds East 430.00 feet from said point; thence Westerly along said curve 158.22 feet to a point on said curve, said point being North 26 degrees 11 minutes 23 seconds West 430.00 feet from the radius point of said curve said point being on the northeasterly property line of the 9.065 acre parcel owned by City of Fishers as recorded in Instrument No. 2017-049025 in said Recorders Office; thence the next seven (7) courses are along the northern property line of said 9.065 acre parcel; (1) North 26 degrees 11 minutes 23 seconds West 50.00 feet to a point on a curve concave Southeasterly, the radius point of said curve being South 26 degrees 11 minutes 23 seconds East 480.00 feet from said point; (2) Southwesterly along said curve 5.41 feet to a point on said curve, said point being North 26 degrees 50 minutes 08 seconds West 480.00 feet from the radius point of said curve; (3) South 63 degrees 09 minutes 52 seconds West 245.16 feet; (4) North 65 degrees 45 minutes 32 seconds West 91.83 feet; (5) North 33 degrees 04 minutes 54 seconds West 437.51 feet; (6) North 00 degrees 45 minutes 35 seconds East 154.72 feet; (7) North 89 degrees 14 minutes 25 seconds West 30.00 feet to the West line of the Northeast Quarter of said Section 6; thence North 00 degrees 45 minutes 35 seconds East 1,010.58 feet along said West line to the place of beginning, containing 36.488 acres, more or less.

EXHIBIT B

