

ORDINANCE NO. 030711

AN ORDINANCE AMENDING THE TEXT OF THE AMENDED SOUTHWEST CORNER
116TH/OLIO ROAD ORDINANCE No. 100702B (Revised 11/4/02)
OF FISHERS, INDIANA

THIS ORDINANCE No. _____ (the "Second Amendment to the Southwest Corner 116th/Olio Road PUD") IS AN ORDINANCE APPLICABLE TO THE REAL ESTATE WHICH IS LEGALLY DESCRIBED EXHIBIT "A" HERETO AND AMENDING THE TEXT OF AN ORDINANCE OF FISHERS, INDIANA, DATED November 4, 2002 - Ordinance No. 100702B (Revised 11/4/02) (the "Original Southwest Corner 116th/Olio Road PUD") as amended by AN ORDINANCE OF FISHERS, INDIANA, DATED June 5, 2006 - Ordinance No. 022006A (the "Amended Southwest Corner 116th/Olio Road PUD");

SECTION 1, DECLARATION

It is hereby ordained by the Town Council (the "Council") of the Town of Fishers, Indiana (the "Town") that the text of the Original Southwest Corner 116th/Olio Road PUD, as amended, is hereby amended as set forth in this Second Amendment to the Southwest Corner 116th/Olio Road PUD. To the extent there is any conflict between the Original Southwest Corner 116th/Olio Road PUD, as amended, and this Second Amendment to the Southwest Corner 116th/Olio Road PUD, this Second Amendment to the Southwest Corner 116th/Olio Road PUD shall control. Any provisions of the Original Southwest Corner 116th/Olio Road PUD, as amended that are not specifically amended by this Second Amendment to the Southwest Corner 116th/Olio Road PUD shall remain in full force and effect.

SECTION 2. PURPOSE AND INTENT

The purpose and intent of this Second Amendment to the Southwest Corner 116th/Olio Road PUD is to amend certain and specific provisions of the Original Southwest Corner 116th/Olio Road PUD, as amended, pertaining to the residential area, identified therein, as the same relates to the maximum number of dwelling units that may be developed on the Real Estate and the conceptual plan for the development of the Real Estate, both of which were identified in the text and Exhibits A and B of the Original Southwest Corner 116th/Olio Road PUD and also in the text and Exhibits A and B of the Amended Southwest Corner 116th/Olio Road PUD .

**SECTION 3. AMENDMENTS TO THE ORIGINAL SOUTHWEST CORNER
116TH/OLIO ROAD PUD, AS AMENDED**

The following constitute the amendments to the Original Southwest Corner 116th/Olio Road PUD, as amended:

A. Section 3 Land Use, paragraph D is hereby replaced with the following: Development of 12 single-family lots and their related improvements within the Residential Area shall be substantially as depicted on Exhibit "B" attached hereto.

B Section 5. Residential Standards, paragraph A is hereby replaced with the following:

(1) Project Size

4.608 acres

(2) Density

Maximum of 12 single-family detached homes

(3) Building setbacks

Front 20 feet

Side 15 feet between homes

Rear 20 feet, except water frontage lots, which shall be 15 feet

(4) Buffering to adjacent residential Property

The entire length of the west property line of the Residential Area that adjoins Lot 8, Country Lane Estates ("Lot 8"), which is approximately 810 lineal feet in length, shall be buffered as follows:

(a) All existing mounding shall remain in place along the boundary with Lot 8.

(b) The number of existing trees shall remain the same. Said trees may be moved westerly toward the property boundary with Lot 8, but in no case shall any of the trees be removed from the site.

(c) The building setback for any home abutting the property boundary with Lot 8 shall be a minimum of 15 feet from the existing fence or property line, whichever is greater.

C. Section 5 Residential Standards, paragraph B is hereby replaced with the following:

(a) All homes must be architecturally compatible with the existing condominiums.

(b) Parking shall only be permitted along one side of any of the private streets in the Residential Area and the restricted side shall be posted No Parking and maintained by the community's property owners' association.

(c) That certain Commitments Regarding the Use and Development of Real Estate that was adopted with the Amended Southwest Corner 116th/Olio Road PUD is hereby replaced by the Amended Commitments Regarding the Use and Development of Real Estate attached hereto as Exhibit "C".

D. All residential development standards not specified by this Second Amendment to the Southwest Corner 116th/Olio Road PUD or the Original Southwest Corner 116th/Olio Road PUD, as amended, shall follow the standards of the R5 district as defined in the Town of Fishers Unified Development Ordinance.

SECTION 4. PROCEDURES

The Original Southwest Corner 116th/Olio Road PUD, as amended, as hereby amended by this Second Amendment to the Southwest Corner 116th/Olio Road PUD, shall remain in full force and effect.

SECTION 5. APPROVAL

This Second Amendment to the Southwest Corner 116th/Olio Road PUD shall be in full force and effect from and after its passage by the Town Council.

ADOPTED BY THE Town Council of the Town of Fishers, Indiana on this 22nd day of July, 2011.

THE TOWN COUNCIL OF FISHERS, HAMILTON COUNTY, INDIANA

AYE		NAY	
BY: <u>Scott A. Faultless</u>	Scott A. Faultless, President	_____	_____
<u>Mike L. Colby</u>	Mike L. Colby, Vice President	_____	_____
_____	Stuart F. Easley, Member	_____	_____
<u>Eileen N. Pritchard</u>	Eileen N. Pritchard, Member	_____	_____
_____	Daniel E. Henke, Member	_____	_____
<u>David C. George</u>	David C. George, Member	_____	_____

ATTEST: Linda Gaye Cordell DATE: 7-22-11
Linda Gaye Cordell, Clerk-Treasurer,
Town of Fishers, Indiana

030711

EXHIBIT "A"

Legal Description of Real Estate Waters Edge Residential

A part of the Northeast Quarter of Section 2, and a part of the Northwest Quarter of Section 1, both in Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of Section 35, Township 18 North, Range 5 East (the Northwest corner of Section 1 lies 58.08' Westerly from the Southeast corner of said Section 35, according to the Congressional (original) Survey Plat; thence North 89 degrees 57 minutes 27 seconds West (bearing system per Plat of Kleinwood Addition, Section 1, recorded in Plat Book 12, pages 17-18, in the Office of the Recorder for Hamilton County, Indiana) along the North line of said Northeast Quarter a distance of 694.63 feet to the Northwest corner of Kleinwood Addition Section 3, recorded in Plat Book 11, Pages 7-8, in said Recorder's office; thence South 00 degrees 02 minutes 33 seconds West a distance of 50.00 feet to the South right of way line of 116th Street per plans from the Indiana Department of Transportation (INDOT) Project HCHD #PR-98-0002, the next five (5) courses being along said right of way line; thence (1) South 89 degrees 57 minutes 27 seconds East parallel to the aforesaid north line a distance of 259.96 feet; thence (2) South 00 degrees 02 minutes 33 seconds West a distance of 16.41 feet; thence (3) South 89 degrees 57 minutes 27 seconds East a distance of 331.81 feet; thence (4) South 45 degrees 07 minutes 14 seconds East a distance of 46.40 feet; thence (5) South 00 degrees 02 minutes 33 seconds West a distance of 120.79 feet to the Northeast corner of a tract of land described in Instrument No 200100020764 in said Recorder's office; thence South 05 degrees 12 minutes 20 seconds East along the East line thereof a distance of 96.94 feet to the East line of Lot 7 in Kleinwood Addition, Section 2, recorded in Plat Book 12, Pages 19-20 in said Recorder's office; thence South 25 degrees 30 minutes 00 seconds East along the East line of said Lot 7 a distance of 322.83 feet to the Southeast corner of said Lot 7; thence North 64 degrees 30 minutes 00 seconds East a distance of 0.85 feet to a point 60 feet Westerly and parallel with the centerline of Olio Road, per said right of way plans, said point also being on a curve having a radius of 924.24 feet, the radius point of which bears South 73 degrees 10 minutes 57 seconds West from said point; thence Southeasterly along said curve an arc distance of 25.39 feet to a point that bears South 74 degrees 45 minutes 31 seconds East from said radius point to the centerline of Annie Lane, said point also being on a curve having a radius of 924.24 feet, the radius point of which bears South 74 degrees 45 minutes 31 seconds West from said point; thence South 64 degrees 29 minutes 59 seconds West, along the centerline of Annie Lane, a distance of 263.48 feet to the Point of Beginning of this description; thence South 24 degrees 30 minutes 11 seconds East a distance of 61.16 feet to a point on the westerly back of curb line of Easterly Boulevard; thence Southerly, following the meanderings of said back of curb line a distance of 669.79 feet, more or less, to a point on said back of curb line on the south side of the existing cul-de-sac where said curb line intersects the west side of an existing north south running walkway; thence continuing in a Southerly direction, following the meanderings of said walkway and it's Southerly extension, a distance of 204.03 feet, more or less, to the shoreline of Geist Reservoir as established when said Reservoir is full (water level at an elevation of 785.0 feet above mean sea level); thence Westerly along the meandering shore line to a point on the East line of a tract of land described in Instrument No 8711249 in said Recorder's office; thence North 09 degrees 00 minutes 01 seconds West along said East line a distance of 426.49 feet; thence North 49 degrees 12 minutes 26 seconds West along said East line 39.94 feet to the Southeast corner of Lot 8, Country Lane Estates, as recorded in Plat Book 5, Page 130 in said Recorder's office; thence North 19 degrees 00 minutes 00 seconds East along said East line of said Lot 8 a distance of

344.44 feet to the Northeast corner of said Lot 8 and also the Southeast corner of Lot 5 in said Kleinwood Addition, Section 2; thence North 19 degrees 23 minutes 29 seconds West along the East line thereof a distance of 16.84 feet; thence North 22 degrees 04 minutes 00 seconds East a distance of 34.41 feet to a point on a curve having a radius of 111.94 feet, the radius point which bears North 24 degrees 36 minutes 54 seconds East from said point; thence Easterly along said curve an arc distance of 90.82 feet to a point which bears South 21 degrees 52 minutes 21 seconds East from said radius point at the centerline of said Annie Lane; thence North 64 degrees 30 minutes 00 seconds East, along said centerline, a distance of 113.43 feet to the Point of Beginning. Containing 4.608 acres, more or less.

EXHIBIT "C"

AMENDED COMMITMENTS CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE

Green Creek Realty, LLC, an Indiana Limited Liability Corporation, (hereafter, "Green Creek"), is the owner of a parcel of real estate that is located in Hamilton County, Indiana, and is described in Exhibit "A" (the "Real Estate") hereto. Green Creek hereby amends the existing Commitments Concerning the Use and Development of Real Estate makes the following commitments (the "Amended Commitments") to the Town Council for the Town of Fishers, Indiana, as the same relates to the Real Estate,

Section 1. Cross Reference. These Amended Commitments are made in connection with zoning approvals obtained under Docket Numbers 2-TA-06, _____ and Ordinance Numbers _____ and 022006A. These Amended Commitments hereby replace in full the Commitments Concerning the Use and Development of Real Estate adopted with said Ordinance 022006A.

Section 2. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A". Attached hereto and incorporated herein by reference as Exhibit "A" is the legal description of the Real Estate;

Exhibit "B". Attached hereto and incorporated herein by reference as Exhibit "B" is the site plan (the "Site Plan") for the Real Estate;

Section 3. Definitions. Different words and terms are defined throughout these Amended Commitments and, further, the following definitions shall apply throughout these Amended Commitments:

1. Owner. The term "Owner" shall be amended to mean and refer to Green Creek and its successors and assigns.

Section 4. Amended Commitments. The Owner hereby amends the Commitments as follows:

1. Section 4, Paragraph 1 shall be revised to read as follows: **The Owner agrees to construct a maximum of 12 residential units on the Real Estate as is depicted on the Site Plan.**
2. Section 4, Paragraphs 9, 10, 11, and 12 shall be deleted.
3. The following Architectural Guidelines shall be adopted for all dwellings to be constructed within the real Estate:
 - a. All exterior building materials and colors shall be selected to be compatible and harmonious with the existing homes in the Waters Edge residential community.
 - b. Driveways – Poured in place concrete, or concrete or brick pavers set on a poured in place concrete base.

- c. Minimum Requirements for Brick, Stucco, or Other Masonry – Any walkout level story shall require 100% brick or stone masonry.
- i. Any home elevation facing a street shall require one of the following:
 - 1. full first story brick or stone masonry, which shall be inclusive of the walkout level; or
 - 2. 50% of the entire elevation,
 - ii. The first story above grade shall require brick/stone masonry on all sides, regardless of orientation to a street. The required minimum first story brick/stone masonry coverage shall be equal to 50% of the elevation exclusive of doors and windows, and shall reach at least to the bottom of the lowest windows on any elevation.
- d. Builder and/or Lot Owner shall construct all improvements in accordance with the master drainage and grading plans for the Development, including the obligation to cause the final grading of each lot to be in accordance with such plan.
- e. Any retaining wall constructed on the Real Estate shall match the existing segmented masonry unit retaining walls in the Waters Edge condominium community immediately east of the Real Estate.
- f. The number of boat slips available for the Real Estate shall be equal to one for each lot, for a maximum of 12 boat slips. This number shall fall within the total number of boat slips already approved for the Residential Area of the PUD, not added to that number.
- g. All exterior building materials shall be of durable high-quality products. No PVC, vinyl or aluminum siding will be permitted. The only plank, clapboard or shingle siding permitted shall be natural wood or cementitious board (e.g., Hardie Plank).
- h. No fencing will be allowed except for privacy fencing area abutting the rear of a residence. All such privacy fencing will be uniform in appearance in accordance with guidelines established by the architectural review committee of the community. No fencing will be permitted to be placed more than 12' from the rear of any residence.
- i. 6" continuous flow gutters required and 3" x 4" downspouts are required.
 - j. Main roof pitch shall be a minimum of 8/12. Porch shed roofs and other small roof features may have lower pitches.
 - k. 8" minimum roof overhang at eaves and soffits.
 - l. Windows shall be provided on all elevations of each home.
 - m. PVC/wood, vinyl/wood, or other composite deck sheathing (e.g., Trex decking) shall be permitted.

- n. Minimum size for living area of home – 2,400 square feet
- o. Exceptions to the requirements in this Paragraph 3 may be granted by the Fishers Advisory Plan Commission for the purpose of architectural style if equal value is provided through alternative design & materials.

Section 5. Binding on Successors

These Commitments are binding on the Owner and each subsequent owner of the Real Estate, and each other person acquiring an interest in and to the Real Estate, unless modified or terminated by the Town of Fishers Town Council. These Commitments may be modified or terminated only by a decision of the Town of Fishers Town Council after a public hearing wherein notice as provided by the rules of the Town of Fishers Town Council has been made.

Section 6. Effective Date

The Commitments contained herein shall be effective upon the approval of Docket No. _____ and adoption of Ordinance No. _____ by the Town of Fishers Town Council and commencement of construction of the western units adjacent to the western property line.

Section 7. Recording

The undersigned hereby authorizes the Secretary of the Town of Fishers Plan Commission to record these Commitments in the Office of the Recorder of Hamilton County, Indiana.

Section 8. Enforcement

These Commitments may be enforced by the Town of Fishers Plan Commission, the Town of Fishers Town Council, and/or any property owner within or immediately adjacent to the Real Estate.

IN WITNESS WHEREOF, _____ has caused these Amended Commitments to be executed as of the date first written above.

GREEN CREEK REALTY, LLC

An Indiana Limited Liability Corporation

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)

) SS:

COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named _____, as _____ for and on behalf of Green Creek Realty, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument to be his/her voluntary act and deed.

WITNESS, my hand and notarial seal this ____ day of _____, 2011.

My Commission Expires:

County of Residence:

Notary Public

Printed Name

EXHIBIT "A"

Legal Description of Real Estate Waters Edge Residential

A part of the Northeast Quarter of Section 2, and a part of the Northwest Quarter of Section 1, both in Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of Section 35, Township 18 North, Range 5 East (the Northwest corner of Section 1 lies 58.08' Westerly from the Southeast corner of said Section 35, according to the Congressional (original) Survey Plat; thence North 89 degrees 57 minutes 27 seconds West (bearing system per Plat of Kleinwood Addition, Section 1, recorded in Plat Book 12, pages 17-18, in the Office of the Recorder for Hamilton County, Indiana) along the North line of said Northeast Quarter a distance of 694.63 feet to the Northwest corner of Kleinwood Addition Section 3, recorded in Plat Book 11, Pages 7-8, in said Recorder's office; thence South 00 degrees 02 minutes 33 seconds West a distance of 50.00 feet to the South right of way line of 116th Street per plans from the Indiana Department of Transportation (INDOT) Project HCHD #PR-98-0002, the next five (5) courses being along said right of way line; thence (1) South 89 degrees 57 minutes 27 seconds East parallel to the aforesaid north line a distance of 259.96 feet; thence (2) South 00 degrees 02 minutes 33 seconds West a distance of 16.41 feet; thence (3) South 89 degrees 57 minutes 27 seconds East a distance of 331.81 feet; thence (4) South 45 degrees 07 minutes 14 seconds East a distance of 46.40 feet; thence (5) South 00 degrees 02 minutes 33 seconds West a distance of 120.79 feet to the Northeast corner of a tract of land described in Instrument No 200100020764 in said Recorder's office; thence South 05 degrees 12 minutes 20 seconds East along the East line thereof a distance of 96.94 feet to the East line of Lot 7 in Kleinwood Addition, Section 2, recorded in Plat Book 12, Pages 19-20 in said Recorder's office; thence South 25 degrees 30 minutes 00 seconds East along the East line of said Lot 7 a distance of 322.83 feet to the Southeast corner of said Lot 7; thence North 64 degrees 30 minutes 00 seconds East a distance of 0.85 feet to a point 60 feet Westerly and parallel with the centerline of Olio Road, per said right of way plans, said point also being on a curve having a radius of 924.24 feet, the radius point of which bears South 73 degrees 10 minutes 57 seconds West from said point; thence Southeasterly along said curve an arc distance of 25.39 feet to a point that bears South 74 degrees 45 minutes 31 seconds East from said radius point to the centerline of Annie Lane, said point also being on a curve having a radius of 924.24 feet, the radius point of which bears South 74 degrees 45 minutes 31 seconds West from said point; thence South 64 degrees 29 minutes 59 seconds West, along the centerline of Annie Lane, a distance of 263.48 feet to the Point of Beginning of this description; thence South 24 degrees 30 minutes 11 seconds East a distance of 61.16 feet to a point on the westerly back of curb line of Easterly Boulevard; thence Southerly, following the meanderings of said back of curb line a distance of 669.79 feet, more or less, to a point on said back of curb line on the south side of the existing cul-de-sac where said curb line intersects the west side of an existing north south running walkway; thence continuing in a Southerly direction, following the meanderings of said walkway and it's Southerly extension, a distance of 204.03 feet, more or less, to the shoreline of Geist Reservoir as established when said Reservoir is full (water level at an elevation of 785.0 feet above mean sea level); thence Westerly along the meandering shore line to a point on the East line of a tract of land described in Instrument No 8711249 in said Recorder's office; thence North 09 degrees 00 minutes 01 seconds West along said East line a distance of 426.49 feet; thence North 49 degrees 12 minutes 26 seconds West along said East line 39.94 feet to the Southeast corner of Lot 8, Country Lane Estates, as recorded in Plat Book 5, Page 130 in said Recorder's office; thence

North 19 degrees 00 minutes 00 seconds East along said East line of said Lot 8 a distance of 344.44 feet to the Northeast corner of said Lot 8 and also the Southeast corner of Lot 5 in said Kleinwood Addition, Section 2; thence North 19 degrees 23 minutes 29 seconds West along the East line thereof a distance of 16.84 feet; thence North 22 degrees 04 minutes 00 seconds East a distance of 34.41 feet to a point on a curve having a radius of 111.94 feet, the radius point which bears North 24 degrees 36 minutes 54 seconds East from said point; thence Easterly along said curve an arc distance of 90.82 feet to a point which bears South 21 degrees 52 minutes 21 seconds East from said radius point at the centerline of said Annie Lane; thence North 64 degrees 30 minutes 00 seconds East, along said centerline, a distance of 113.43 feet to the Point of Beginning. Containing 4.608 acres, more or less.

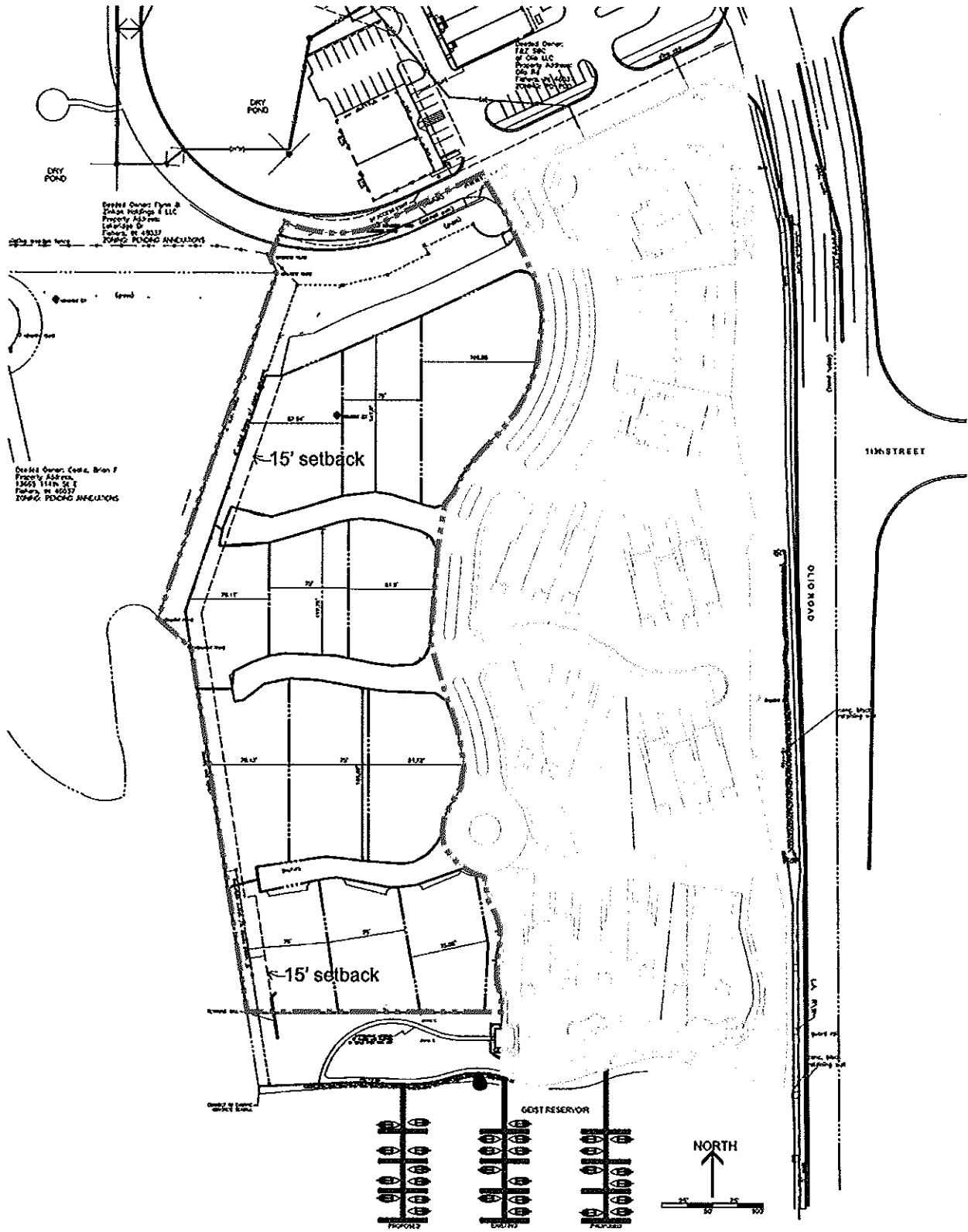


EXHIBIT 'B'

SUPPLEMENTAL COMMITMENTS

Green Creek Realty, LLC, an Indiana Limited Liability Corporation, (hereafter, "Green Creek"), is the owner of a parcel of real estate that is located in Hamilton County, Indiana, and is described in Exhibit "A" (the "Real Estate") hereto. Green Creek hereby supplements the proposed Amended Commitments Concerning the Use and Development of Real Estate with the following commitments (the "Supplemental Commitments") to the Town Council for the Town of Fishers, Indiana, as the same relates to the Real Estate. These Supplemental Commitments are made specifically for and on behalf of the owner of Lot 8 of Country Lane Estates in the Town of Fishers, Indiana (the "Adjacent Owner")

Section 1. Cross Reference. These Supplemental Commitments are made in connection with zoning approvals obtained under Docket Numbers _____, _____ and Ordinance Numbers _____ and _____. These Supplemental Commitments hereby supplement the proposed Amended Commitments Concerning the Use and Development of Real Estate.

Section 2. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A". Attached hereto and incorporated herein by reference as Exhibit "A" is the legal description of the Real Estate;

Section 3. Definitions. Except as otherwise defined herein, all capitalized terms shall be as defined in the Amended Commitments Concerning the Use and Development of Real Estate

Commitments:

1. Green Creek agrees to provide access through utility easements to the existing water mains on its property for the Adjacent Owner's use. This water main access can be provided wherever there are existing mains, as long as the location is mutually agreed upon by Green Creek and the Adjacent Owner. However, said water main access shall be subject to the final approval of any utility and/or service provider.
2. Green Creek agrees to provide access through utility easements to the existing sewer mains on its property for the Adjacent Owner's use. This sewer access can be provided wherever there are existing mains, as long as the location is mutually agreed upon by Green Creek and the Adjacent Owner. However, said sewer access shall be subject to the final approval of any utility and/or service provider.
3. Green Creek agrees to a western boundary landscape easement to protect and maintain the current evergreen trees and vegetation buffer. The location of these evergreen trees (Blue Spruce, Norway Spruce or Douglas Fir, etc.), planted in staggered rows, were originally agreed upon by the previous owner of the Real Estate and the Adjacent Owner. The landscape easement shall range anywhere from fifteen (15) feet on the north and south ends of the property, to a width of twenty-five (25) feet on the middle two-thirds of the property. The actual width of the easement shall be determined by maintaining a minimum 15' setback from the existing wooden fence. Within said landscape easement, Green Creek shall replace or cause to be replaced any tree described herein, that becomes diseased or dies within thirty (30) days of discovering its condition, with the same evergreen of the size and type. Any trees outside of this easement will be moved to inside the easement to maintain original number of pine trees planted. Further, any homeowners association that

governs the Real Estate is hereby prohibited from reducing the number of tree plantings in this perimeter landscape easement area.

4. Green Creek shall plant an additional five (5) evergreen trees (either Norway Spruce or Black Hills Spruce) per the location selected by the Adjacent Owner. These trees are to be used to help buffer the property. The Adjacent Owner has the discretion to locate these trees on the Adjacent Owner's real estate. Said evergreen trees shall be a minimum of ten (10) to twelve (12) feet in height at the time of planting.
5. Green Creek shall remove the existing black chain link fence that was located on approximately one-third of the western property line of the Real Estate. Green Creek shall notify the Adjacent Owner prior to the removal of said fence from the Adjacent Owner's property.

Section 5. Binding on Successors

These Supplemental Commitments are binding on the Owner and each subsequent owner of the Real Estate, and each other person acquiring an interest in and to the Real Estate, unless modified or terminated by the Town of Fishers Town Council. These Supplemental Commitments may be modified or terminated only by a decision of the Town of Fishers Town Council after a public hearing wherein notice as provided by the rules of the Town of Fishers Town Council has been made.

Section 6. Effective Date

The Supplemental Commitments contained herein shall be effective upon the approval of Docket No. _____ and adoption of Ordinance No. _____ by the Town of Fishers Town Council and commencement of construction of the western units adjacent to the western property line.

Section 7. Recording

The undersigned hereby authorizes the Secretary of the Town of Fishers Plan Commission to record these Supplemental Commitments in the Office of the Recorder of Hamilton County, Indiana.

Section 8. Enforcement

These Supplemental Commitments may be enforced by the Town of Fishers Plan Commission, the Town of Fishers Town Council, and the Adjacent Owner.

IN WITNESS WHEREOF, _____ has caused these Supplemental Commitments to be executed as of the date first written above.

GREEN CREEK REALTY, LLC

An Indiana Limited Liability Corporation

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)

) SS:

COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named _____, as _____ for and on behalf of Green Creek Realty, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument to be his/her voluntary act and deed.

WITNESS, my hand and notarial seal this ____ day of _____, 2011.

My Commission Expires:

Notary Public

County of Residence:

Printed Name

EXHIBIT "A"

Legal Description of Real Estate Waters Edge Residential

A part of the Northeast Quarter of Section 2, and a part of the Northwest Quarter of Section 1, both in Township 17 North, Range 5 East in Hamilton County, Indiana, more particularly described as follows:

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