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ORDINANCE NO. 19-03-15
AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE,
A PART OF THE COMPREHENSIVE PLAN OF THE CITY OF NOBLESVILLE,
HAMILTON COUNTY, INDIANA

This is an Ordinance to amend the Unified Development Ordinance for the City of Noblesville, Hamilton County, Indiana (the "UDO"), enacted by the City of Noblesville under authority of Chapter 174 of the Acts of the Indiana General Assembly 1947, as amended.

WHEREAS, the Plan Commission of the City of Noblesville (the "Plan Commission") conducted a public hearing on docket number 001552-2014 (the "Petition") at its March 16, 2015, meeting as required by law in regard to the application filed by Gradison Land Development, Inc. (the "Developer") for a request in change of zoning; and

WHEREAS, the Plan Commission sent a favorable recommendation relating to the Petition to the Common Council of the City of Noblesville, Indiana, by a vote of ten (10) in favor and zero (0) opposed;

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Noblesville, Hamilton County, Indiana, meeting in regular session, that this ordinance (this "Ordinance") is hereby adopted as an amendment to the UDO and the Official City of Noblesville Zoning Map (the "Zoning Map") to establish this Planned Development Overlay District (the "District") to read as follows:

Section 1. Applicability of Ordinance.

- 1.1 The Zoning Map is hereby changed to designate the subject real estate described in **Exhibit A**, attached hereto (the "Real Estate"), as a Planned Development Overlay District to be known as the **Merion Planned Development** (the "District").
- 1.2 The District's underlying zoning district shall be the **R-1 Residential District** (the "Underlying District"). Development in this District shall be governed entirely by (i) the provisions of this Ordinance and its exhibits, and (ii) those provisions of the UDO in effect as of the date of adoption of this Ordinance and applicable to the Underlying District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance (collectively, the "Governing Standards").
- 1.3 All provisions and representations of the UDO that conflict with the provisions of this Ordinance and its exhibits are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. Definitions.

- 2.1 The general rules of construction set forth in Article 2 of the UDO and the definitions set forth in this Ordinance shall apply to the regulations of this Ordinance. Words not defined herein but defined in the UDO shall be interpreted in accordance with the UDO definition.

- 2.2 Approved Elevations: The set of home elevations on file with the City of Noblesville's Planning and Development Department dated December 1, 2014, as reviewed and approved by the City's Architectural Review Board at its December 18, 2014, meeting. The exhibit attached hereto as Exhibit C is a sampling and general representation of those approved elevations (collectively, the "Approved Elevations").
- 2.3 Preliminary Development Plan: The oversized, scaled development plans on file with the City of Noblesville's Planning and Development Department dated December 1, 2014. The exhibit attached hereto as Exhibit B is a general representation of the oversized plans (collectively, the "Preliminary Development Plan").

Section 3. Permitted Uses.

- 3.1 The following uses shall be permitted within the District:
- A. All uses permitted in the Underlying District; and
 - B. Accessory Uses and Accessory Buildings customarily incidental to any of the permitted uses.

Section 4. Preliminary Development Plan.

- 4.1 The Preliminary Development Plan is hereby incorporated and approved. Pursuant to Article 8 of the UDO, the Preliminary Development Plan is intended to establish the basic goals and policies, bulk standards, variations/waivers from the Underlying District and layout of the District.

Section 5. Bulk Standards. The bulk requirements applicable to the Underlying District shall apply, except as noted below:

- 5.1 The Minimum Lot Area per Dwelling Unit shall be 8,000 square feet.
- 5.2 The Minimum Lot Width shall be sixty-four (64) feet.
- 5.3 The Minimum Front Yard Setback shall be twenty-five (25) feet.
- 5.4 The Minimum Side Yard Setback shall be five (5) feet.
- 5.5 The minimum first floor area per dwelling unit shall be:
 - A. 1,700 square feet for a one story dwelling; or
 - B. 1,450 square feet for a one and one half (1 ½) story dwelling. The total floor area for a one and one half (1 ½) story dwelling shall be a minimum of 2,000 square feet.

Section 6. Architectural Standards. The following standards shall apply.

- 6.1 The Approved Elevations are hereby incorporated and approved. All homes shall be substantially consistent with the Approved Elevations. The Director of Planning and Development, including his designees, shall review and approve home elevations at the time of filing of the Detailed Development Plan and/or Building Permit for compliance.

- 6.2 If a home(s) is proposed that substantially varies from an Approved Elevation, then the proposed home elevation(s) shall be submitted for review and approval by the Architectural Review Board. The Architectural Review Board'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 District and the Approved Elevations.
- 6.3 All dwellings shall require a minimum three (3) foot Masonry water table on all sides.
- 6.4 All homes in the District shall have the following:
- A. Basements in excess of 1,275 square feet;
 - B. Dimensional shingles;
 - C. Decorative garage doors;
 - D. Minimum nine (9) foot ceilings throughout the main floor (except for closets and mudrooms).
- 6.5 All homes shall be approved by the Architectural Review Board, or otherwise meet the following standards:
- A. Permitted Materials: Brick, masonry, hardi-plank, stucco, or EIFS shall be permitted. Vinyl and aluminum siding are not permitted.
 - B. Overhang: All dwellings shall have eaves or overhangs a minimum of twelve (12) inches on all sides, except the eaves and overhangs shall be eight (8) inches where masonry meets the eaves and overhangs.
 - C. Ridgelines:
 - (i) All homes shall have a minimum of three (3) ridgelines, Only two (2) ridgelines are required if the front and two sides of the first floor are masonry wrapped.
 - (ii) Ridgelines shall only count toward the total number of required ridgelines if they are horizontal ridges which form the peak of a pitched area. Covered and enclosed porches shall count as a ridgeline.
 - D. Roof Pitch:
 - (i) All homes shall have a minimum roof pitch of 6:12.
 - (ii) Ancillary roofs such as porches, bays or walkways may have a lower pitch ratio than the minimum set forth above.
 - E. Corner Breaks: Each home shall have a minimum of three (3) corner breaks on the front façade. The exterior corners of a covered porch, the outermost corners of the home, and the exterior corners of any projection with a height of no less than six (6) feet shall count toward this requirement.
 - F. Windows:

- (i) A one-story home's front and rear façades shall include a minimum of three (3) windows, and each side facade shall require a minimum of two (2) windows.
- (ii) A window shall mean and refer to an opening in a wall or door that: (i) has a minimum area of eight (8) square feet; and (ii) is covered with glass. A window having a minimum area of sixteen (16) square feet shall count as two (2) windows.

Section 7. **Parking and Loading Standards.** The standards of Article 10, Off-Street Parking and Loading, of the UDO shall apply, except as noted below:

- 7.1 Article 10, Section 4.C.2.d shall be modified to provide that a residential driveway on a property fronting more than one public street shall not be located within fifty (50) feet of an intersection.

Section 8. **Sign Standards.** The District's signs shall comply with Article 11 of the UDO.

Section 9. **Landscaping and Open Space Standards.** The standards of Article 12, Landscaping and Screening, of the UDO shall apply, except as noted below.

- 9.1 **Landscape Buffer Yards.** The Establishment of a Peripheral Yard, as set forth in Article 8, Part H, Section 3.F.2 of the UDO, shall not apply to the Real Estate, and instead the peripheral landscape buffer yard shall be as generally shown on **Exhibit B**. Two staggered rows of evergreen trees (minimum 6' tall at planting, measured from top of root ball to top of tree) shall be planted 15' on center within the buffer yard adjacent to Sagamore, as generally shown on **Exhibit B**. These trees shall be planted as the abutting section of lots is developed and shall be planted no later than the first planting season following the paving of the streets in the section of platted lots within the District that abut Sagamore.
- 9.2 **Lot Plantings.** All homes shall have a minimum of fifteen (15) shrubs, one (1) shade tree, and one (1) ornamental tree in the front yard. Shrubs shall be a minimum of 2 gallons at planting and trees shall be a minimum of 2" caliper at planting.

Section 10. **Lighting Standards.** The standards of Article 13, Environmental Performance Standards, of the UDO, shall apply.

Section 11. **Empty-Nester Standards.** All Dwellings shall comply with the following empty-nester standards:

- 11.1 All Dwellings shall have main floor master bedrooms.
- 11.2 All Dwellings shall have nine (9) foot or cathedral ceilings in the primary living areas.
- 11.3 All Dwellings shall be one (1) or one and one half (1½) story units. No two story units shall be permitted. One and one half (1½) shall be defined as the second story livable area being no greater than forty percent (40%) of the first story livable area.
- 11.4 The homeowners' association shall offer lawn mowing, lawn maintenance, and snow removal to each homeowner.

- 11.5 The homeowners' covenants shall include provisions that prohibit above ground pools, swingsets, sandboxes, jungle gyms, trampolines, and mini storage barns.

Section 12. **Infrastructure Standards.** All public infrastructure within the District shall adhere to the City's standards and design criteria, unless otherwise stated within this Ordinance or unless specific waivers have been approved by the City.

Section 13. **Detailed Development Plan.** Approval of a Detailed Development Plan ("DDP") shall follow the procedures set out in Article 8 of the UDO, subject to the following clarification: (i) the Director of Planning and Zoning shall approve Minor Changes; and (ii) if a DDP includes a Major Change from the approved Preliminary Development Plan, then prior to approval of the DDP, an amended Preliminary Development Plan shall be approved in accordance with Article 8, Part H, Section 3, of the UDO. A Secondary Plat shall be submitted for review and approval as part of any approved DDP.

Section 14. **Additional Standards.** The following standards shall apply.


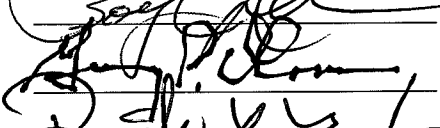
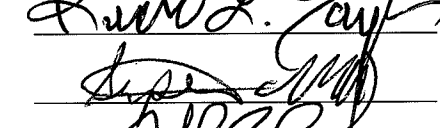
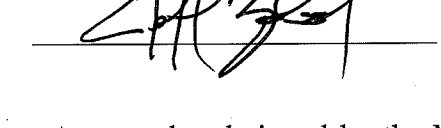
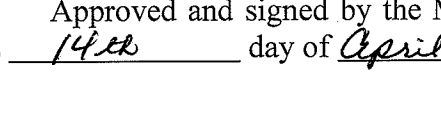
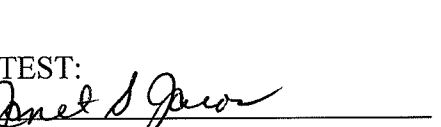
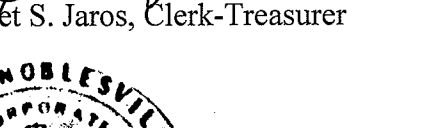
- 14.1 All fences in the District shall have a uniform decorative wrought-iron style.
- 14.2 All mailboxes in the District shall have a uniform design.
- 14.3 All Model Homes in the District shall have a minimum floor area of 2,100 square feet.
- 14.4 Developer shall comply with the Memorandum of Understanding, attached hereto at **Exhibit D** and incorporated herein.

Section 15. Approval. Upon motion duly made and seconded, this Ordinance was fully passed by the members of the Common Council this 14th day of April, 2015.

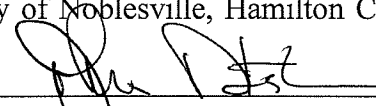
COMMON COUNCIL OF THE CITY OF NOBLESVILLE

AYE

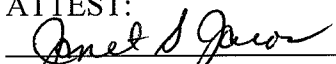
NAY

	Brian Ayer	_____
	Mark Boice	_____
	Roy Johnson	_____
	Gregory P. O'Conner	_____
	Rick L. Taylor	_____
	Stephen C. Wood	_____
	Jeff Zeckel	_____

Approved and signed by the Mayor of the City of Noblesville, Hamilton County, Indiana, this 14th day of April, 2015.


John Ditslear, Mayor
City of Noblesville, IN

ATTEST:


Janet S. Jaros, Clerk-Treasurer



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: Steven D. Hardin.

Prepared by: Steven D. Hardin, Attorney-At-Law, Faegre Baker Daniels, LLP
600 East 96th Street, Suite 600, Indianapolis, Indiana 46032 | (317) 569-9600

EXHIBIT A
REAL ESTATE

A part of the East Half of Quarter of Section 9, Township 18 North, Range 5 East, City of Noblesville, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said East Half; thence South 00 degrees 18 minutes 15 seconds East along the East line of said Section a distance of 2,096.34 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 18 minutes 15 seconds East along said East line a distance of 623.39 feet to the northeast corner of a property identified as Parcel No. 10-11-09-00-00-010.001 in the Office of the Recorder of Hamilton County, Indiana, the following three (3) calls being along the north, west and south boundary of said parcel; 1) South 89 degrees 11 minutes 44 seconds West 221.36 feet; 2) South 00 degrees 10 minutes 43 seconds West 198.97 feet; 3) South 89 degrees 57 minutes 49 seconds East 223.04 feet to a point on the aforesaid East line; thence South 00 degrees 18 minutes 15 seconds East along said East line a distance of 357.05 feet; thence South 89 degrees 37 minutes 47 seconds West 2,672.37 feet; thence North 00 degrees 13 minutes 24 seconds West 615.53 feet; thence North 89 degrees 35 minutes 53 seconds East 1,335.14; thence North 00 degrees 52 minutes 32 seconds West 567.31 feet; thence North 89 degrees 40 minutes 04 seconds East 1,342.02 feet to the place of beginning, containing 54.19 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record. This legal description is subject to change upon the completion of an accurate boundary survey.

EXHIBIT B
PRELIMINARY DEVELOPMENT PLAN

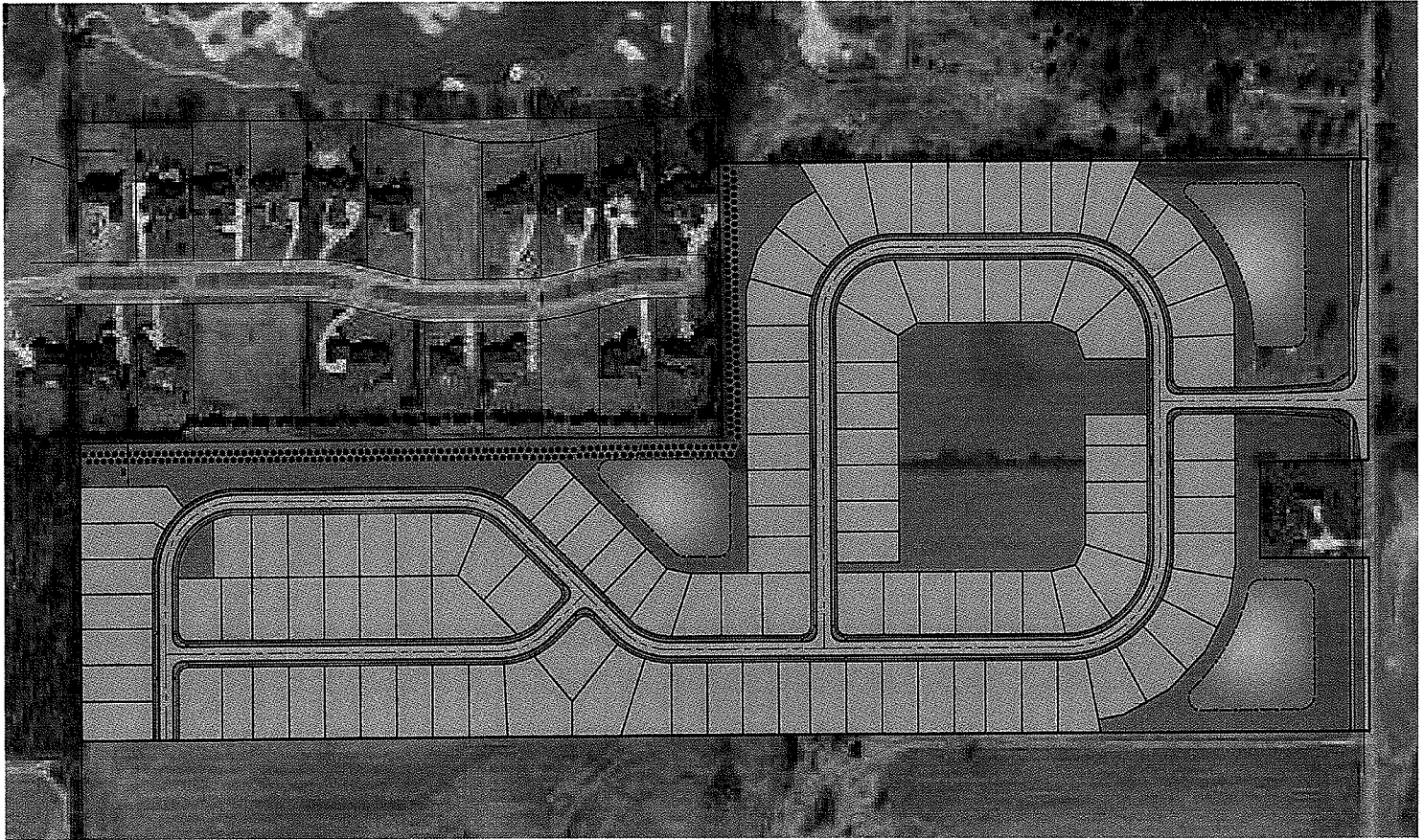


EXHIBIT C
SAMPLING AND GENERAL REPRESENTATION
OF THE APPROVED ELEVATIONS¹



¹ As provided in Section 2.2 of the Ordinance, the Approved Elevations are those home elevations on file with the City of Noblesville's Planning and Development Department dated December 1, 2014, as reviewed and approved by the City's Architectural Review Board at its December 18, 2014, meeting.

EXHIBIT D

Memorandum of Understanding

This Memorandum of Understanding (this "Memorandum") is entered into this __ day of April, 2015, by and between Gradison Land Development, Inc. ("Gradison"), the City of Noblesville, Indiana (the "City"), and Brian K. and Toni L. Ayer (the "Ayers").

Recitals

WHEREAS, Gradison has proposed a residential development, known as "Merion", on the real estate described and depicted on Exhibit M-A (the "Gradison Real Estate"), attached hereto and incorporated herein.

WHEREAS, the Ayers own real property adjacent to the proposed Merion development, which is described and depicted on Exhibit M-B (the "Ayers Real Estate"), attached hereto and incorporated herein.

WHEREAS, the City has requested an easement from the Ayers to allow the City to construct, maintain and use a path along the west side of Summer Road (the "Easement"), which easement location is depicted on Exhibit M-C, attached hereto and incorporated herein.

WHEREAS, in order to accommodate the City's request, the parties have agreed that Gradison will convey an area within the Merion property to the Ayers (the "Land"), which Land is described and depicted on Exhibit M-D, attached hereto and incorporated herein, and, in exchange, the Ayers will grant to the City the Easement.

NOW, THEREFORE: in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Gradison, the City, and the Ayers agree as follows:

1. On or before the City approves the secondary plat for the section of Merion that includes the Land, Gradison shall convey by limited warranty deed title to the Land to the Ayers free and clear of all monetary encumbrances and subject only to the encumbrances reflected on the title commitment attached hereto as Exhibit M-E and incorporated herein. The Land shall be landscaped in accordance with the Landscape Plan attached hereto as Exhibit M-F. A 15' drainage and utility easement along the Land's west boundary will be reserved in the deed.
2. Simultaneous with the conveyance of the Land, the Ayers shall grant an exclusive Easement to the City for a multi-purpose path. The Easement shall be prepared by the City in a form reasonable acceptable to the City and the Ayers.
3. This Memorandum is binding upon the parties, each subsequent owner of the Gradison Real Estate and the Ayers Real Estate and each other person acquiring an interest in the same, unless modified or terminated.

4. Entered into as of the date set forth above. This Memorandum shall become effective upon the City's approval of the Merion PD Ordinance #19-03-15 and this Memorandum shall be referenced into the Ordinance and/or made part of the written record of the approval of the Merion PD Ordinance #19-03-15.

"Gradison"

"The Ayers"

Gradison Land Development, Inc.

By: _____
Mark Gradison, President

Brian K. Ayer

Toni L. Ayer

"City"

City of Noblesville, Indiana

By: _____

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: Steven D. Hardin.

Prepared by: Steven D. Hardin, Attorney at Law, Faegre Baker Daniels, LLP, 600 East 96th Street, Suite 600, Indianapolis, Indiana 46240, (317) 569-9600

EXHIBIT D

Memorandum of Understanding

This Memorandum of Understanding (this "Memorandum") is entered into this ___ day of April, 2015, by and between Gradison Land Development, Inc. ("Gradison"), the City of Noblesville, Indiana (the "City"), and Brian K. and Toni L. Ayer (the "Ayers").

Recitals

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WHEREAS, the Ayers own real property adjacent to the proposed Merion development, which is described and depicted on Exhibit M-B (the "Ayers Real Estate"), attached hereto and incorporated herein.

WHEREAS, the City has requested an easement from the Ayers to allow the City to construct, maintain and use a path along the west side of Summer Road (the "Easement"), which easement location is depicted on Exhibit M-C, attached hereto and incorporated herein.

WHEREAS, in order to accommodate the City's request, the parties have agreed that Gradison will convey an area within the Merion property to the Ayers (the "Land"), which Land is described and depicted on Exhibit M-D, attached hereto and incorporated herein, and, in exchange, the Ayers will grant to the City the Easement.

NOW, THEREFORE: in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Gradison, the City, and the Ayers agree as follows:

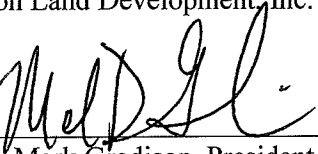
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2. Simultaneous with the conveyance of the Land, the Ayers shall grant an exclusive Easement to the City for a multi-purpose path. The Easement shall be prepared by the City in a form reasonable acceptable to the City and the Ayers.
3. This Memorandum is binding upon the parties, each subsequent owner of the Gradison Real Estate and the Ayers Real Estate and each other person acquiring an interest in the same, unless modified or terminated.

4. Entered into as of the date set forth above. This Memorandum shall become effective upon the City's approval of the Merion PD Ordinance #19-03-15 and this Memorandum shall be referenced into the Ordinance and/or made part of the written record of the approval of the Merion PD Ordinance #19-03-15.

"Gradison"

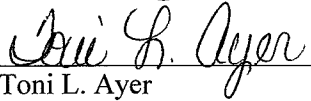
Gradison Land Development, Inc.

By: _____


Mark Gradison, President
VICE

"The Ayers"

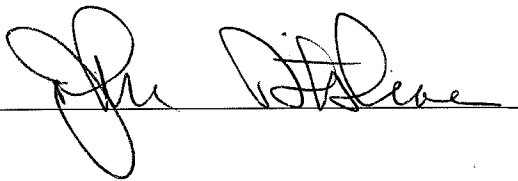
Brian K. Ayer


Toni L. Ayer

"City"

City of Noblesville, Indiana

By: _____



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: Steven D. Hardin.

Prepared by: Steven D. Hardin, Attorney at Law, Faegre Baker Daniels, LLP, 600 East 96th Street, Suite 600, Indianapolis, Indiana 46240, (317) 569-9600

EXHIBIT M-A
GRADISON REAL ESTATE

A part of the East Half of Quarter of Section 9, Township 18 North, Range 5 East, City of Noblesville, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of said East Half; thence South 00 degrees 18 minutes 15 seconds East along the East line of said Section a distance of 2,096.34 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 18 minutes 15 seconds East along said East line a distance of 623.39 feet to the northeast corner of a property identified as Parcel No. 10-11-09-00-00-010.001 in the Office of the Recorder of Hamilton County, Indiana, the following three (3) calls being along the north, west and south boundary of said parcel; 1) South 89 degrees 11 minutes 44 seconds West 221.36 feet; 2) South 00 degrees 10 minutes 43 seconds West 198.97 feet; 3) South 89 degrees 57 minutes 49 seconds East 223.04 feet to a point on the aforesaid East line; thence South 00 degrees 18 minutes 15 seconds East along said East line a distance of 357.05 feet; thence South 89 degrees 37 minutes 47 seconds West 2,672.37 feet; thence North 00 degrees 13 minutes 24 seconds West 615.53 feet; thence North 89 degrees 35 minutes 53 seconds East 1,335.14; thence North 00 degrees 52 minutes 32 seconds West 567.31 feet; thence North 89 degrees 40 minutes 04 seconds East 1,342.02 feet to the place of beginning, containing 54.19 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This legal description is subject to change upon the completion of an accurate boundary survey.

EXHIBIT M-B
AYERS REAL ESTATE

PROPERTY ADDRESS: 16071 Summer Road Noblesville, Indiana 46060

PROPERTY DESCRIPTION: A part of the Southeast Quarter of Section 9, Township 18 North, Range 5 East located in Noblesville Township, Hamilton County, Indiana, being bounded as follow:

Beginning at a point on the East line of the Southeast Quarter of Section 9, Township 18 North, Range 5 East, said point being North 00 degrees 11 minutes 25 seconds West (assumed bearing) 2401.40 feet from the Southeast corner of the Southeast Quarter; thence South 89 degrees 28 minutes 45 seconds West 217.80 feet parallel with the North line of said Southeast Quarter; thence North 00 degrees 11 minutes 25 seconds West 200.00 feet parallel with the East line of said Southeast Quarter to the North line of a 97.4 acre tract of land described in Instrument Number 9586 and recorded in Deed Record 152, page 398 in the records of Hamilton County, Indiana; thence North 89 degrees 28 minutes 45 seconds East 217.80 feet parallel with the North line of said Southeast Quarter and along the North line of said 97.4 acre tract of land to its Northeast corner; thence South 00 degrees 11 minutes 25 seconds East 200.00 feet along the East line of said Southeast Quarter to the Point of Beginning.

EXHIBIT M-C
EASEMENT



EXHIBIT M-E
TITLE COMMITMENT

**First American Title Insurance
Company**

**This Commitment is invalid unless
the Insuring provisions and
Schedules A and B are attached.**

**Issuing agency:
NVR Title Agency, LLC
6200 Rockside Woods Blvd
Suite 115
Independence, OH 44131**

**ALTA CF (06/17/06)
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Date Issued: April 09, 2015

Commitment No: **1586059** Other Reference No:

Property Address: **Proposed Brooks Ground, Noblesville, IN 46060**

Name and Address of **First American Title Insurance Company**

Title Insurance Company: **1 First American Way
Santa Ana, CA 92707**

1. Effective Date: March 18, 2015 7:59 AM

2. The policy or policies to be issued are: **POLICY AMOUNT**

(a) Owner's Policy (ALTA Owners 06/17/06) \$0.00

Proposed Insured: **NVR Inc., a Virginia Corporation, dba Ryan Homes**

(b) Loan Policy (ALTA Loan 06/17/06) \$0.00

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

John J. Brooks

SOURCE OF TITLE:

Instrument Number 2010-6619,

Recorder's Office Hamilton County, Indiana.

(Continued on second page)

GF No. 1586059

ALTA CF (06/17/06) First American Title Insurance Company

Continuation of Schedule A

Name and Address of Title Insurance Company:

**First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707**

5. The land referred to in this Commitment is described as follows:

A part of the northeast quarter and a part of the southeast quarter of Section nine (9) Township Eighteen(18) North, Range five (5) East, described as follows: Begin at a point 1413.0 feet north of the southeast corner of the southeast quarter of Section 9, Township 18 North, Range 5 East, thence west 1334.3 feet to a corner post, thence south 80.0 feet to a corner post, thence west 1333.7 feet to a corner post, thence northerly 1996.6 feet to a corner post, thence east 1329.3 feet

to a point, thence south 726.4 feet to a point, said point being 1332.0 feet west of the east line of said southeast quarter, thence east 1332.0 feet to the intersection with the east line of said quarter section, thence south on and along said east line 1188.4 feet to the place of beginning, containing 97.4 acres, more or less.

EXCEPT:

A part of the southeast quarter of Section 9, Township 18 North, Range 5 East located in Noblesville Township, Hamilton County, Indiana, being bounded as follows:

Beginning at a point on the east line of the southeast quarter of Section 9, Township 18 North, Range 5 East 1413 feet north of the southeast corner of said southeast quarter; thence west 217.80 feet; thence north 200.00 feet parallel with the east line of said southeast quarter; thence east 217.80 feet to the east line of said southeast quarter; thence south 200.00 feet on and along said east line to the point of beginning, containing 1.00 acre, more less, and being subject to all applicable easements and right-of-way record.

EXCEPT:

A part of the southeast quarter of Section 9, Township 18 North, Range 5 East located in Noblesville Township, Hamilton County, Indiana being bounded as follows:

Beginning at a point on the east line of the southeast quarter of Section 9, Township 18 North, Range 5 East, said point being north 00 degrees 11 minutes 25 seconds west (assumed bearing) 2401.40 feet from the southeast corner of the southeast quarter; thence south 89 degrees 28 minutes 45 seconds west 217.80 feet parallel with the north line of said southeast quarter; thence north 00 degrees 11 minutes 25 seconds west 200.00 feet parallel with the east line of said southeast quarter to the north line of a 97.4 acre tract of land described in Instrument #9586 and recorded in Deed Record 152, page 398 in the Records of Hamilton County, Indiana; thence north 89 degrees 20 minutes 45 seconds east 217.80 feet parallel with the north line of said southeast quarter and along the north line of said 97.4 acre tract of land to its northeast corner; thence south 00 degrees 11 minutes 25 seconds east 200.00 feet along the east line of said southeast quarter to the point of beginning, containing 1.00 acre, more or less, and being subject to all applicable easements and right-of-way record.

Legal description includes additional real estate. The final size and description shall be determined by survey.

GF No. 1586059

ALTA CF (06/17/06) First American Title Insurance Company

GF No. 1586059

ALTA CF (06/17/06) First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

Commitment No: **1586059**

Requirements:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
2. Warranty Deed from John J. Brooks to NVR Inc., a Virginia Corporation, dba Ryan Homes.

3. Disclosure of Sales Information Form as prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1. 1-5.5. The Disclosure Form must be filed with the County Auditor's Office prior to recording. The filing fee varies from County to County.

4. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

5. Note: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory. First American Title Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter.

6. Additional requirements may be made upon receipt of accurate ALTA land survey.

7. Record discharge of the subject property from the mortgage for \$551,175.00 executed by John J. Brooks to Farm Credit Services of Mid-America dated January 29, 2010 and recorded February 11, 2010 in Instrument Number 2010-6620, Hamilton County, Indiana.

8. Discharge of judgment shown in Schedule B-II.
GF No. 1586059

**ALTA CF (06/17/06) First American Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION II**

Commitment No: 1586059

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

STANDARD EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.

5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.

6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.

SPECIAL EXCEPTIONS

7. All assessments and taxes for 2015 and all subsequent years.

8. Taxes for the year 2014 are as follows: AS TO PARCEL NUMBER 29-11-09-000-012.000-013: First half Unpaid And Lien Not Yet Due And Payable in the amount of \$1,001.23; Second half Unpaid And Lien Not Yet Due And Payable in the amount of \$1,001.23. (VALUATIONS: Land \$83,100.00 – Building \$0.00 - Total \$83,100.00) (May include additional real estate)

9. Ditch assessment: First Half 2015 Unpaid in the amount of \$35.00; Second half 2015 Unpaid in the amount of \$35.00.

10. Taxes for the year 2014 are as follows: AS TO PARCEL NUMBER 29-11-09-000-010.000-013: First half Unpaid And Lien Not Yet Due And Payable in the amount of \$443.39; Second half Unpaid And Lien Not Yet Due And Payable in the amount of \$443.39. (VALUATIONS: Land \$36,800.00 - Building \$0.00 - Total \$36,800.00) (May include additional real estate)

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11. Ditch assessment: First Half 2015 Unpaid in the amount of \$28.00; Second half 2015 Unpaid in the amount of \$13.00.

12. Taxes for the year 2014 are as follows: AS TO PARCEL NUMBER 29-11-09-000-011.000-013: First half Unpaid And Lien Not Yet Due And Payable in the amount of \$1,469.92; Second half Unpaid And Lien Not Yet Due And Payable in the amount of \$1,469.92. (VALUATIONS: Land \$12,200.00 - Building \$0.00 - Total \$12,200.00) (May include additional real estate)

13. Ditch assessment: First Half 2015 Unpaid in the amount of \$89.00; Second half 2015 Unpaid in the amount of \$89.00.

14. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.

15. Rights-of-way of record, if any.

16. NOTE: The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.

17. Additional exceptions may be added upon receipt of accurate ALTA land survey.

18. Judgment in favor of Body One and against John Brook in the amount of \$377.76 plus costs, filed October 7, 2009 as Cause No. 29DO5-0910-SC-2168, with the Clerk of Hamilton County, Indiana.

NOTE: Pertaining to the covenants and restrictions, if any, described in Schedule B of this Commitment/Policy, the following is expressly omitted therefrom: any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that such covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) related to handicap but does not discriminate against handicapped persons. Any covenant and restriction, or any part thereof, omitted as described above shall in no event be construed as forming a part of this Commitment/Policy, Schedule B of this Commitment/Policy or as an existing covenant and restriction disclosed by the public records.

NOTE: No liability is assumed by Company for uncertified encumbrances and the purchase contract shall be binding unless the contract is silent or ambiguous. If the contract is silent or ambiguous, the buyer assumes the risk.

15'

8,320 sq.ft.

33
9,750 sq.ft.

25' B.L.

20' D.U.&S.E.

FLYNN PLACE EAST

20' D.U.&S.E.

25' B.L.

34
12,382 sq.ft.

15' D.U.&S.E.

35
9,750 sq.ft.

36
10,808 sq.ft.

15' D.U.&S.E.

37
9,572 sq.ft.

25' B.L.

20' D.U.&S.E.

51
8,923 sq.ft.

15' D.E.

52
12,123 sq.ft.

15' D.U.&S.E.

15' D.U.&S.E.

53
3 sq.ft.

C.A. #3
165,245 sq.ft.
VAR. D.U.&S.E.&L.V.A.