

76- 7748

NOTE: Rules of the Metropolitan Development Commission require use of this form in recording commitments made with respect to rezoning cases in accordance with P.L. 185 of the Acts of 1973.

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COMMITMENTS RELATIVE TO USE OR DEVELOPMENT OF REAL ESTATE  
MADE IN CONNECTION WITH A REZONING OF PROPERTY

RECEIVED FOR RECORD  
PRECISION RECORD  
FEB 11 11 22 AM '76

In accordance with I.C. 1971, 18-7-3-20 as amended by P.L. 185 of the Acts of 1973 and 18-7-2-84.1 as added by P.L. 185 of the Acts of 1973 the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS relative to the use and development of that parcel of real estate attached as Exhibit "A".

STATEMENT OF COMMITMENTS:

1. The real estate which is the subject of the petition for offices and mortuary facilities is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof describing the C-1 tract.
2. Such land as described shall be developed in accordance with petitioner's exhibits 2, 3 and 4 and in accordance herewith.
3. Grantor shall erect a fence approximately ten (10) feet from and parallel to the south line of the C-1 tract of the kind described as a cyclone wire fence six (6) feet in height beginning sixty (60) feet east of the right of way line and ending at the easternmost east property line; and plant and initially maintain outside such fence six (6) feet tall pine trees, spaced seven and one-half (7 1/2) feet on center in such open spaces as appear in the natural screen referred to in paragraph 6 below to effect a solid screen.
4. Grantor shall limit all buildings within the C-1 area to a maximum height of thirty-five (35) feet above the average first finished floor level of each building excluding mechanical housings and other service appurtenances.
5. Grantor shall prohibit vehicular access from, over and across the east and south lines of the C-1 area unless ordered to provide access by a Court or agency or commission of competent jurisdiction.
6. Grantor shall preserve all trees located in the area along the south property line located on the south end of the C-1 property subject to initial normal pruning, thinning and other horticultural maintenance; all remaining trees which are not in building areas shall be preserved as an integral part of the parking and landscaping treatment of the ground insofar as feasible considering necessary grading and the requirements of parking ratios and traffic flow geometrics.
7. Grantor shall provide a twenty-five (25) foot buffer strip along the south boundary of the property, a part of which may be the fencing required as above set out, and a landscape screen along the easternmost east boundary of the property. The buffer strips to be set aside as landscaped open area.
8. Grantor shall so design, construct and maintain its outside lighting so as to prevent glare toward the residences south of the above described property. Pole lights shall be permitted on the property provided they are shaded so as to prevent shine and glare onto or across the properties and residences south of the site; further, specific height of proposed pole lights shall be subject to the approval of the Roland Park Neighborhood Association, Inc.
9. Grantor shall seed the ground in the buffer strips as defined above.
10. Grantor shall obtain approval of the plans for access to the site from Department of Transportation before issuance of an Improvement Location Permit; and dedicate for future construction any needed right of way.
11. Grantor shall submit its plans for signs, tree preservation, landscaping and exterior lighting to the Administrator of the Division of Planning and Zoning for his approval which will be reviewed in light of the foregoing and which will not be unreasonably withheld.

These COMMITMENTS shall be binding on the owner, subsequent owners, and other persons acquiring an interest in the real estate. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the adoption of rezoning petition # 75-Z-29 by the City-County Council changing the zoning classification of the real estate from a A-2 zoning classification to a C-1 zoning classification.

76- 7748



LEGAL DESCRIPTION

Part of the west half of the Southeast Quarter and part of the east half of the Southwest Quarter in Section 21, Township 17 North, Range 4 East of the Second Principal Meridian more particularly described as follows:

Beginning at a point in the Centerline of Allisonville Road located 656.98 feet southwesterly from the intersection of the north line of the Southeast Quarter with said centerline thence south 89°13' east 694.82 feet to a point, thence north 0°47' east 150.03 feet to a point, thence north 89°13' west 102 feet to a point, thence northerly 135 feet to a point, thence northwesterly 197.15 feet to a point, thence northeasterly 25 feet to a point, thence westerly 273.77 feet to a point in the centerline of Allisonville Road, thence southwesterly 389.81 feet to the point of beginning.

76 7748

EXHIBIT A

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METROPOLITAN DEVELOPMENT  
MAR 05 2009  
DIVISION OF PLANNING

STATEMENT OF MODIFICATION OR TERMINATION  
OF COVENANTS OR COMMITMENTS

COVENANTS OR COMMITMENTS MODIFYING OR TERMINATING EXISTING COVENANTS OR  
COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN  
CONNECTION WITH AN APPROVAL PETITION, REZONING OF PROPERTY, A VARIANCE PETITION  
OR SPECIAL EXCEPTION PETITION

In accordance with I.C. 36-7-4-613, I.C. 36-7-4-614, and/or I.C. 36-7-4-918.8 and I.C. 36-7-4-921, the owner of the real estate located in Marion County, Indiana, described below, makes the following modification(s) or termination(s) of covenants or commitments concerning the use and development of that parcel of real estate:

**Legal Description:**

*Part of the west half of the Southeast Quarter and part of the east half of the southwest quarter in Section 21, Township 17, North Range 4 East of the Second Principal Meridian more particularly described as follows:*

*Beginning at a point in the centerline of Allisonville Road located 656.98 feet southwesterly from the intersection of the north line of the Southeast Quarter with said centerline thence south 89 degrees 13 seconds east 694.82 feet to a point, thence north 0 degrees 47 seconds east 150.03 feet to a point, thence north 89 degrees 13 seconds west 102 feet to a point, thence northeasterly 25 feet to a point, thence westerly 273.77 feet to a point in the centerline of Allisonville Road, thence southwesterly 389.81 feet to the point of beginning.*

**Statement of MODIFICATION OR TERMINATION of Covenants or Commitments:**

- (1) *The material on the exterior of the entire new service/crematorium building shall be brick, except where not architecturally feasible. The new service/crematorium building shall be architecturally compatible with the other commercial building located on the subject property.*
- (2) *Owner shall maintain a buffer that is fifty (50) feet wide, and install at least nine (9) white pine trees or other equally sturdy and dense trees, as set forth in the attached landscape plan.*
- (3) *Owner shall erect a wood privacy fence, forty (40) feet in length and eight (8) feet in height, for screening. Owner shall erect the fence immediately south of the driveway entrance for the new service/crematorium building, as set forth in the attached landscape plan. In the event additional screening is necessary, as reasonably determined by Owner and the President of the Roland Park Neighborhood Association, Owner shall erect either additional fencing or install additional trees, shrubbery, or other landscape materials, chosen at Owner's discretion, to provide additional screening.*
- (4) *No trees that currently exist on the subject property, or that are installed on the subject property as set forth in Commitment 2 (above), shall be removed without the prior approval of the Metropolitan Development Commission.*
- (5) *The new crematorium unit shall only be used for the cremation business of customers of D.L. Ring, LLC, and its licensed branch locations. D.L. Ring, LLC, and its licensed branch locations shall not solicit cremation business from other funeral homes or services. No animal cremation shall be allowed in the crematorium unit.*
- (6) *No further commercial buildings or business shall be allowed on the subject property, or to operate from the subject property, except for those existing as of the date hereof and the new service/crematorium building proposed for the subject property, without the approval of the Metropolitan Development Commission. Owner shall not seek a variance to use the existing blue house on the property for commercial purposes - the house shall remain as a residential use-only property.*
- (7) *No storm water drains of any type from the subject site shall tie into or make use of the drainage system of and servicing the Roland Park neighborhood or run onto any property in the Roland Park neighborhood, except as otherwise required by applicable law.*

MDC's Exhibit C - - page 1 of 3

(8) *The operating hours for the crematorium unit shall be 7:00 a.m. to 6:00 p.m., with reasonable exceptions due to circumstances related to the religious funeral requirements of a customer of D.L. Ring, LLC, or its operating subsidiary.*

(9) *The new service/crematorium building on the subject property shall have a 24-hour per day, 7-days a week security system. Only authorized and properly trained individuals shall be allowed to operate the crematorium unit at any time.*

(10) *All exterior lights for, on, and at the new service/crematorium building shall be placed to avoid glare toward any property within Roland Park.*

(11) *The funeral home on the subject property shall operate its business, and the crematorium unit and related crematory equipment in particular, at all times in compliance with any and all federal, state, and local laws, regulations, standards and requirements.*

(12) *The funeral home on the subject property shall operate the crematorium unit pursuant to and within the unit manufacturer's specifications, and shall have the crematorium unit maintained and inspected according to the unit manufacturer's recommended schedule, with any maintenance and inspection logs made available for on-site review to the Roland Park Neighborhood Association, through its President, upon request at any time.*

(13) *Only one crematorium unit shall be allowed on the subject property.*

(14) *The Power-Pak II crematorium unit shall operate at a cremation rate of no more than 150 lbs./hr., and shall include a VPS-1 Ventless Processing Station and the ECP-200 Patented Electric cremated remains processor, in order to eliminate the need for outside venting.*

(15) *The crematorium unit shall emit no odors or smoke, and shall emit no more noise or vibrations outside the service/crematorium building than that of a commercial air conditioning unit.*

(16) *Terminate Commitment Six and modify previous Commitment Two of Instrument # 76-7748 to read as follows: The site shall be developed and maintained in accordance with the plans, file-dated December 15, 2008.*

These COVENANTS or COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein. These COVENANTS or COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COVENANTS or COMMITMENTS contained in this instrument shall be effective upon the adoption of modification or termination approved by the Metropolitan Development Commission in petition 2008-APP-143.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County, which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);
3. Roland Park Neighborhood Association
4. \_\_\_\_\_

These COVENANTS may be enforced by the Metropolitan Development Commission.

The undersigned hereby authorizes the Division of Planning of the Department of Metropolitan Development to record this Covenant or Commitment in the office of the Recorder of Marion County, Indiana, upon final









# ADDITION

OF SECTION 31 TOWNSHIP 17 NORTH, RANGE 4 EAST, MARION COUNTY, STATE OF INDIANA, AND BEING MORE PARTICULARLY  
 THEREBY THENCE CONTINUING SOUTH ON SAID EAST LINE 308.05 FEET, THENCE SOUTH 89° 06' WEST 516.20 FEET  
 OR CURVE (415.00 FEET) THENCE SOUTH 85° 52' EAST 190.00 FEET TO THE PLACE OF BEGINNING CONTAINING 57.50

E. F. APPLE  
 REGISTERED ENGINEER NO. 3366 STATE OF INDIANA



THE OWNERS OF THE ABOVE DESCRIBED REAL ESTATE, HEREBY CERTIFY THAT THIS IS HADBY LAY OUT, PLOT AND SUBDIVISION  
 OF ADDITION, A SUBDIVISION IN MARION COUNTY, STATE OF INDIANA,  
 FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION AND MAINTENANCE OF PIPES, MAINS, LINES, WELLS, DUCTS, DRAINAGE  
 AND OTHER STRUCTURES SHALL BE EXERCISED OR MAINTAINED ON SAID STRIPS, BUT SUCH OWNERS SHALL TAKE THEIR TITLE  
 STRIPS IN ALONG, ACROSS AND THROUGH THE SEVERAL STRIPS SO RESERVED FOR SUCH UTILITIES.  
 SUBJECT TO ANNUAL OR NUISANCE TO THE NEIGHBORHOOD.  
 NO PLACE OR PERMITTING TO REMAIN ON ANY LOT OR LOTS, THEREIN OTHER THAN RESIDENTIAL FAMILY  
 HOME THAT ONE DWELLING MAY COVER PARTS OF TWO LOTS.  
 AS APPLIES TO THE SIZING OF THE INDIVIDUAL LOTS IN THIS  
 ADDITION SHALL APPLY TO THIS ADDITION PROPERTY LINES OF THE EXTENDING BOUNDARIES OF THE MULTIPLE LOTS.  
 THERE SHALL BE NOT LESS THAN 1000 SQUARE FEET IN THE CASE OF A ONE STORY STRUCTURE AND NOT LESS THAN 1500 SQUARE  
 FEET IN THE CASE OF A TWO STORY STRUCTURE AND NOT LESS THAN 2000 SQUARE FEET IN THE CASE OF A ONE AND A HALF OR TWO STORY STRUCTURE.  
 THE SEVERAL LOTS SHALL BE NOT LESS THAN 30 FEET WIDE AND NOT LESS THAN 30 FEET DEEP.  
 THE SEVERAL LOTS SHALL BE NOT LESS THAN 30 FEET WIDE AND NOT LESS THAN 30 FEET DEEP.  
 THE SEVERAL LOTS SHALL BE NOT LESS THAN 30 FEET WIDE AND NOT LESS THAN 30 FEET DEEP.



