

ORDINANCE NO. 29, 2021

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF VALPARAISO, PORTER COUNTY, INDIANA,
ANNEXING CERTAIN REAL ESTATE TO THE CITY OF
VALPARAISO, INDIANA**

WHEREAS, on June 11, 2021, in accordance with Indiana Code §36-4-3-5.1, Olthof Homes filed a Petition for Annexation, to annex an area consisting of approximately 142.5 acres located outside of but contiguous with the City, more particularly described on Exhibit A attached hereto and incorporated herein ("Annexed Territory"). Such petition is incorporated by reference into this Ordinance; and

WHEREAS, on August 27, 2021, in accordance with Indiana Code §36-4-3-5.1, Dean M. Froberg filed a Petition for Annexation, to annex an area consisting of approximately 71 acres located outside of the City, more particularly described on Exhibit A attached hereto and incorporated herein ("Annexed Territory"). Such petition is incorporated by reference into this Ordinance; and

WHEREAS, the total annexation area, including three parcels and adjacent rights of way, is approximately 219 acres with 3,979 feet of contiguous perimeter with the City; and

WHEREAS, the City of Valparaiso, Porter County, Indiana ("City"), wishes to annex the Annexed Territory; and

WHEREAS, in accordance with Indiana Code §36-4-3-5.1(e), on or about September 27, 2021, the Common Council held a duly noticed public hearing regarding the Annexed Territory; and

WHEREAS, the Common Council has determined, in accordance with Indiana Code §36-4-3-5.1, the petition requesting a super voluntary annexation is signed by 100% of the owners of land within the Annexed Territory; and

WHEREAS, in accordance with Indiana Code §36-4-3-1.5, the Common Council has determined that the Annexed Territory is contiguous as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the existing boundaries of the City; and

WHEREAS, on or about September 27, 2021, and prior to holding the above-referenced public hearing, in accordance with Indiana Code §36-4-3-3.1 and §36-4-3-12, the Common Council adopted by resolution a written fiscal plan for the Annexed Territory; and

WHEREAS, on or about July 13, 2021, the City's Plan Commission held a duly noticed public hearing regarding the initial zoning of the Olthof parcel; and

WHEREAS, on or about July 13, 2021, the City's Plan Commission voted by a vote of 8 - 0 to favorably recommend initially zoning the Olthof parcel as Suburban Residential (SR) District; and

WHEREAS, the Froberg agricultural parcels have proposed placeholder zoning of Rural (RU) District with no immediate plan for development; and

WHEREAS, the Common Council finds that the annexation and initial zoning of the Annexed Territory pursuant to the terms and conditions of this Ordinance is in the best interest of all owners of land in the Annexed Territory, is fair and equitable, and should be accomplished; and

WHEREAS, the Common Council now desires to annex the Annexed Territory.

NOW, THEREFORE BE IT ORDAINED by the Common Council of the City of Valparaiso, Porter County, Indiana, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are findings of fact by the Common Council and are incorporated into this Ordinance by reference.

Section 2. Contiguity. The petition requesting super voluntary annexation for the Annexed Territory is signed by 100% of the owners of land within the Annexed Territory and is contiguous to the City boundaries as at least one-eighth (1/8) of the aggregate external boundaries of the Annexed Territory coincides with the existing boundaries of the City.

Section 3. Annexed Territory. The real estate containing approximately 219 acres more or less more particularly described in Exhibit A attached hereto and incorporated herein, is hereby annexed to and declared part of the City of Valparaiso, Porter County, Indiana.

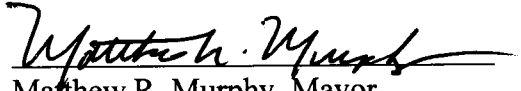
Section 4. Councilmanic District. The Annexed Territory is hereby assigned City Council District No. 4 and shall become a part thereof immediately upon the effective date of this Ordinance.

Section 5. Zoning. Upon the effective date of this Ordinance, the Annexed Territory shall be classified for zoning purposes as Suburban Residential (SR) and Rural (RU) Districts, subject to the terms of the Annexation Agreement effective simultaneously with this Ordinance, and attached hereto as Exhibit C.

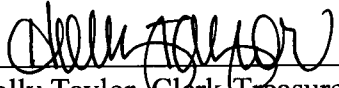
Section 6. Effective Date. Consistent with Indiana Code §36-4-3-5.1(j), this Ordinance shall be in full force and effect thirty (30) days after its passage by the Common Council and as provided by Indiana law.

Section 7. Severability. The sections, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining sections, subsections, paragraphs, sentences, clauses, and phrases of this Ordinance.

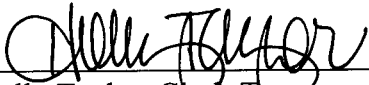
DULY PASSED AND ADOPTED this 25th day of October, 2021, by the Common Council of the City of Valparaiso, Porter County, Indiana, having been passed by a vote of 7 in favor and 0 opposed.


Matthew R. Murphy, Mayor

ATTEST:


Holly Taylor, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this 25th day of October, 2021 at the hour of 6:00 o'clock p.m.


Holly Taylor, Clerk-Treasurer

This Ordinance approved and signed by me this 25th day of October, 2021 at 6:00 o'clock PM.

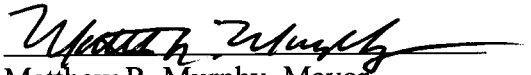

Matthew R. Murphy, Mayor

Exhibit A

Legal Description – Westwind Annexation Area

PARCEL 1 (64-09-09-401-001.000-003):

THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA;

EXCEPTING THEREFORE THE SOUTH 543 FEET OF THE WEST 1319 FEET OF SAID SOUTHEAST QUARTER;

ALSO EXCEPTING THEREFROM THAT PART OF THE REMAINING PORTION OF THE SOUTHEAST QUARTER (AFTER EXCEPTING THE SOUTH 543 FEET OF THE WEST 1319 FEET THEREOF) THAT LIES WITHIN THE PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1315.00 FEET TO THE SOUTHEAST CORNER (AS SURVEYED) OF BERKOSKI SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 93, NOW SHOWN IN PLAT FILE 2-B-4, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE (AS SURVEYED) OF SAID BERKOSKI SUBDIVISION, A DISTANCE OF 310.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 140.00 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 33 SECONDS WEST, PARALLEL WITH SAID EAST LINE (AS SURVEYED) OF BERKOSKI SUBDIVISION, A DISTANCE OF 310.00 FEET TO SAID SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 35 SECONDS WEST, ALONG SAID SOUTH LINE, 140.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PART OF COUNTY ROAD 250 WEST (TOWER ROAD) LYING WEST OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND THAT PART OF COUNTY ROAD 400 NORTH LYING SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

AND

PARCEL 2 (64-09-09-300-022.000-003):

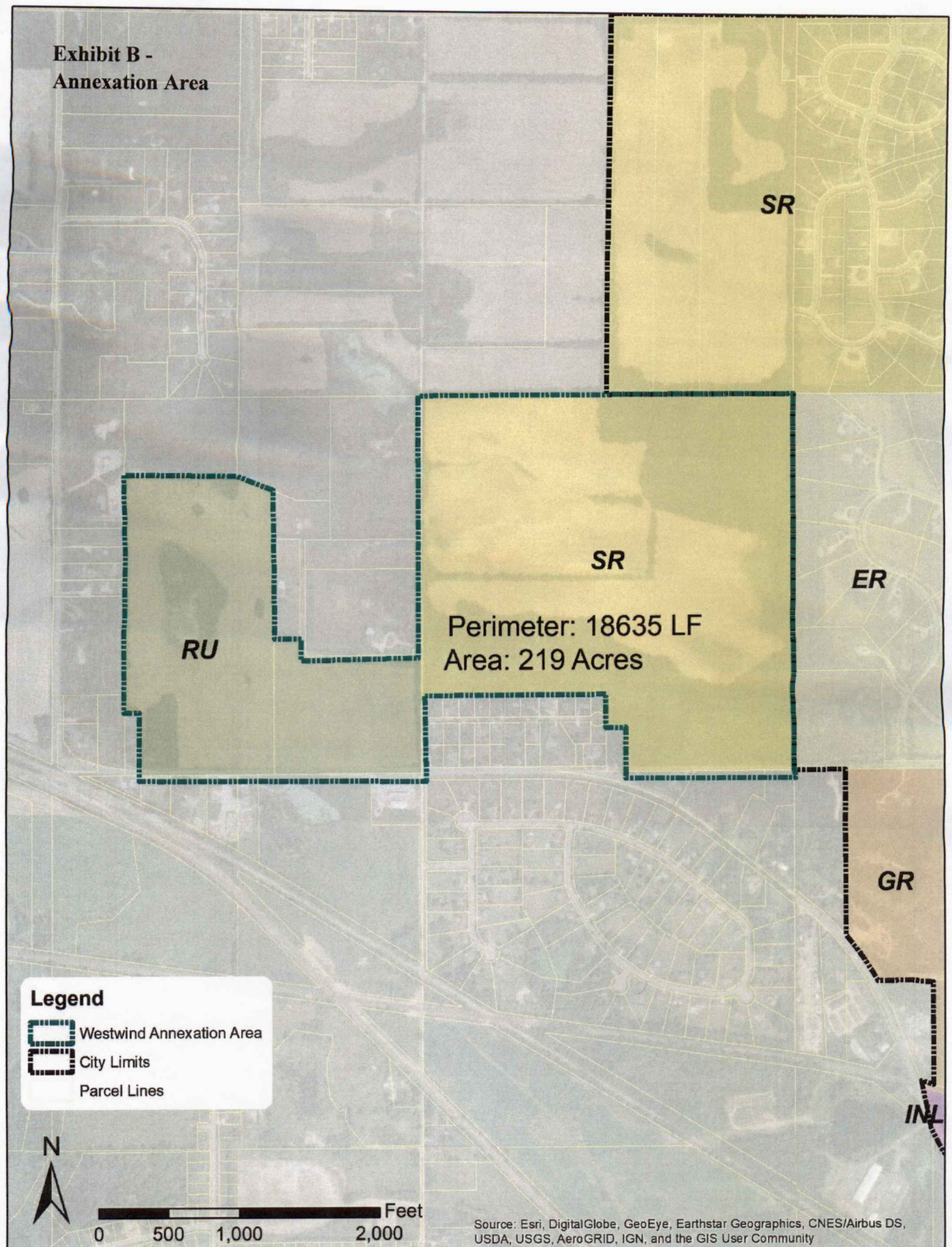
E1053.325 SW EX PARS SOLD 9-35-6 20.915A

AND

PARCEL 3 (64-09-09-300-015.000-003):

W1/2 SW EX W516.85 NOF RD 130 & EX RR & EX1A S 9-35-6 EX PT SLD 49.63A

**Exhibit B -
Annexation Area**



ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made by and between Olthof Homes ("Petitioner"), and the City of Valparaiso, Indiana, a municipality created and existing pursuant to the laws of the State of Indiana ("City"), and jointly referred to herein as "Parties."

WITNESSETH:

WHEREAS, Petitioner has an interest in the following described real estate located in Porter County, Indiana (the "Property"):

Note: The following description is written along rights-of-way line(s) of existing roads on the side opposite the lands to be annexed. In these instances, it is the intent to include the interest in the road in the annexation without impacting or affecting the underlying interests of property owners on that opposite side of the road.

THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA;

EXCEPTING THEREFOREM THE SOUTH 543 FEET OF THE WEST 1319 FEET OF SAID SOUTHEAST QUARTER;

ALSO EXCEPTING THEREFROM THAT PART OF THE REMAINING PORTION OF THE SOUTHEASTQUARTER (AFTER EXCEPTINGTHE SOUTH543 FEETOF THE WEST 1319 FEET THEREOF) THAT LIES WITHIN THE PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1315.00 FEET TO THE SOUTHEAST CORNER (AS SURVEYED) OF BERKOSKI SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 93, NOW SHOWN IN PLAT FILE 2-B-4, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA,AND THE POINTOF BEGINNINGOF THISDESCRIPTION; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, ALONG THE EAST LINE (AS SURVEYED) OF SAID BERKOSKI SUBDIVISION, A DISTANCE OF 310.00 FEET; THENCE NORTH 89 DEGRESS 51 MINUTES 35 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 140.00 FEET; THENCE SOUTH 00 DEGRESS 10 MINUTES 33 SECONDS WEST, PARALLEL WITH SAID EAST LINE (AS SURVEYED) OF BERKOSKI SUBDIVISION, A DISTANCE OF 310.00 FEET TO SAID SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 35 SECONDS WEST, ALONG SAID SOUTH LINE, 140.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PART OF COUNTY ROAD 250 WEST (TOWER ROAD) LYING WEST OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND THAT PART OF COUNTY ROAD 400

NORTH LYING SOUTH OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY.

WHEREAS, the Property is approximately 143 acres located on the north side of CR 400 North and the east side of CR 250 West (Tower Road) in unincorporated Porter County but contiguous to the corporate boundaries of the City of Valparaiso located within unincorporated Porter County, Indiana; and

WHEREAS, the Property is the subject of a proposed residential development consisting of approximately Two Hundred and Forty-three (243) homes of differing styles, to be known as the Westwind Subdivision; and

WHEREAS, Petitioner has prepared a certain Site Exhibit dated October 5, 2021 and prepared by Manhard Consulting Ltd for the Westwind Subdivision which is attached hereto as Exhibit "A". The Parties acknowledge and understand that the Site Exhibit is conceptual in nature, not the result of detailed final engineering work, and Petitioner can freely change or modify the layout and design of the Westwind Subdivision, except for the specific commitments hereinafter set forth and any must comply with all City ordinances, including the Unified Development Ordinance (as relaxed by any variances granted previously or in the future by the Board of Zoning Appeals); and

WHEREAS, on or about June 11, 2021, Petitioner filed Petition No. A21-001 (the "Petition") with the City seeking to have the Property annexed into the City and zoned as Suburban Residential (SR) District pursuant to the City's Unified Development Ordinance, and the Petition is hereby incorporated by reference into this Agreement as if fully set forth herein;

WHEREAS, on July 13, 2021, the City Plan Commission conducted a legally advertised public hearing on the Petition; and

WHEREAS, on July 13, 2021, the City Plan Commission made a favorable recommendation to the Common Council of the City by a vote of 8 to 0 to annex the Property and designate the Property to be within the Suburban Residential (SR) District on the Official Zone Map for the City; and

WHEREAS, on October 11, 2021, the Common Council of the City adopted Resolution No. 14-2021 and in doing so approved the Fiscal Plan for the Property. Resolution No. 14-2021 is hereby incorporated by reference into this Agreement as if fully set forth herein.

WHEREAS, also on October 11, 2021, the Common Council of the City convened a public hearing on the Petition; and

WHEREAS, on October 25, 2021, the Common Council of the City adopted Ordinance No. 29-2021 by a vote of 1 to 8 contingent upon the City and Petitioner executing an Annexation Agreement imposing certain requirements on the development of a residential subdivision on the Property. Ordinance No. 29-2021 is hereby incorporated by reference into this Agreement as if full set forth herein; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize and ratify the terms and conditions placed upon the Property as part of its annexation into the corporate limits of the City.

NOW, THEREFORE, in consideration of being permitted to be annexed into the City based upon the terms and conditions set forth herein, the Parties agree as follows:

1. Incorporation of Recitals. The above and foregoing recitals are true and correct and are hereby incorporated by reference and made a part of this Agreement.

2. Conditions Related to Subdivision for Residential Purposes. The Parties hereby acknowledge and agree that the current zoning of the Property is Medium Density Single Family Residential (R2) District in unincorporated Porter County, Indiana pursuant to the Official Zone Map. The Parties further acknowledge and agree that the City's Unified Development Ordinance permits a residential subdivision to be developed on the Property under the Suburban Residential (SR) District. In the event that Petitioner, or its successors and assigns, seek to develop a residential subdivision on the Property, the subdivision shall comply with all of the following requirements:

- (a) All lots east of the easternmost residential street as shown on the Site Exhibit (Lots 202 to 210, inclusive, and Lots 162 to 128, inclusive) shall have a Lot Width (as that term is currently defined in the Unified Development Ordinance) of no less than the base zoning district standard for the Suburban Residential (SR) District which is ninety feet (90').
- (b) The primary and secondary plats shall provide a community-owned common area/open space outlot with a width of thirty feet (30') or greater between the eastern boundary of the Property and all lots within the Property. Within this open space outlot there shall be a modified Class B Bufferyard with the following specifications:

Width	Large trees	Small trees	Shrubs
30 ft.	3 / 100 linear ft.	6 / 100 linear ft.	25 / 100 linear ft.

The Primary Plat for any subdivision on the Property shall provide this thirty-foot-wide common area be designated as a Bufferyard Preservation Easement. If the existing vegetation and trees provide for equal or greater opacity, then no new plantings within the Bufferyard Preservation Easement shall be required.

- (c) No fences shall be allowed in the Bufferyard Preservation Easement.
- (d) If it is legally and reasonably feasible, Petitioner shall install a walking path at least eight (8) feet wide extending along the north side of the Pepper Creek corridor from County Road 400 North/Vale Park Road to County Road 250 West/Tower Road north of the Berkoski Subdivision.

The walking path shall tie into a sidewalk built to city standards within the northern right of way of County Road 400 North/Vale Park Rd that extends approximately 285 feet from the Pepper Creek walking path east to the eastern property boundary. The Pepper Creek walking path shall also tie into a sidewalk built to city standards within the eastern right of way of County Road 250 West/Tower Road that extends approximately 1,200 feet from the west end of the Pepper Creek walking path on County Road 250 West/Tower Road northerly to the northernmost residential street intersection of Westwind with County Road 250 West/Tower Road.

- (e) Petitioner shall use its best efforts to the design all stormwater basins within the Property retention ponds with water permanently present. Ponds shall be aerated and landscaped with native or near-native vegetation to improve bank stability and aesthetics. Ponds shall be designed to avoid safety hazards.
- (f) Petitioner shall cooperate with the City and the developer of the neighboring Iron Gate proposed subdivision to the north to provide for a utility and potential public road connection at a location reasonably acceptable to Petitioner. It is anticipated that this easement and road right-of-way be in the vicinity of Lot 197 on the Site Exhibit. Such road connection shall serve as for the installation of city utilities.

If any of the foregoing commitment(s) deviate from required development standards of the Unified Development Ordinance, Petitioner shall seek a variance from the Board of Zoning Appeals consistent with this commitment and this commitment shall only be required or enforced if the Board of Zoning Appeals grants the necessary development standards variance(s).

3. Compliance with City Standards. Until such time as the Property is sold or otherwise transferred to a third party, Petitioner shall at all times be responsible for maintaining the Property in compliance with all applicable sections of the City's Code of Ordinances, Unified Development Ordinance and all other ordinances, rules or regulations. All future development, construction or alternation of the Property shall be done in full conformance with all requirements of the City. Existing structures shall be non-conforming structures under the Unified Development Ordinance.

4. Further Assurances. Promptly upon request from time to time of any party, the other party(ies) shall execute, acknowledge and deliver, or cause to be done, executed, acknowledged or deliver, to or at the direction of such party, all further acts, powers and other documents and instruments as may be so requested to give effect to the terms and conditions of this Agreement.

5. Deferred Annexation - Effective Date. This Agreement and the effective date of the annexation shall be determined to be the date of execution by the parties; and (ii) the adoption of Ordinance No. 29-2021; whichever is the last to occur. Petitioner reserves the right and opportunity to withdraw the Petition prior to the effective date of the annexation.

6. Merger. This Agreement constitutes the entire agreement of the parties, and all promises, undertakings, representations, agreements and understandings, and arrangements with reference to representations are herein merged.

7. Construction. This Agreement is entered into in the State of Indiana and shall be construed in accordance with the laws thereof. In the event of a conflict or ambiguity within this Agreement, the more restrictive provision shall be deemed to prevail. The headings appearing as titles for each of the provisions of this Agreement are included for purposes of convenience only and shall not be considered in the construction of any of the substantive provisions herein.

8. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be possible.

9. Amendments. All amendments to this Agreement shall be in writing and approved and signed by all the parties, and no such amendment shall be effective unless and until so made.

10. Attorney's Fees. If any party to this Agreement seeks to enforce its terms or provisions by way of litigation or other methods of dispute resolution, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses from the non-prevailing party.

11. Authority. Each party hereto represents and warrants to the other that it is duly authorized by proper resolution or other such valid appointment to execute this Agreement.

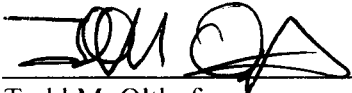
12. Recordation. The Parties hereby acknowledge and agree that this Agreement will be recorded with the Office of the Recorder of Porter County, Indiana. The requirements of this Agreement shall run with the land and shall be binding upon and enforceable against Petitioners and their successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates and year set forth below.

PETITIONER:

OLTHOF HOMES

By: OD Enterprises, Inc.

By: 
Todd M. Olthof
President

STATE OF INDIANA)
) SS:
COUNTY OF)

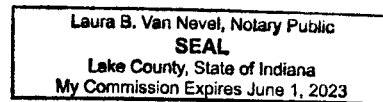
Before me, a Notary Public in and for said county and state, do hereby certify that Todd M. Olthof and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me as the President of Olthof Homes, this day in person and acknowledged that he executed the foregoing instrument of his free and voluntary act.

Given under my hand and notarial seal this 22nd day of October, 2021.

My Commission Expires:

June 1, 2023


Notary Public
Printed: Laura B. Van Nevel



CITY:

CITY OF VALPARAISO, INDIANA

By: Matthew R. Murphy
Printed Name: MATTHEW R MURPHY
Its: MAYOR

STATE OF INDIANA)
)
COUNTY OF PORTER) SS:

Before me, a Notary Public, in and for said County and State, this 25th day of OCTOBER, 2021, personally appeared MATTHEW R MURPHY, as the MAYOR of the City of Valparaiso, Indiana, who has stated that they are authorized to execute said document and have acknowledged the execution of the foregoing instrument to be their free and voluntary act for and on behalf of the City of Valparaiso, Indiana.

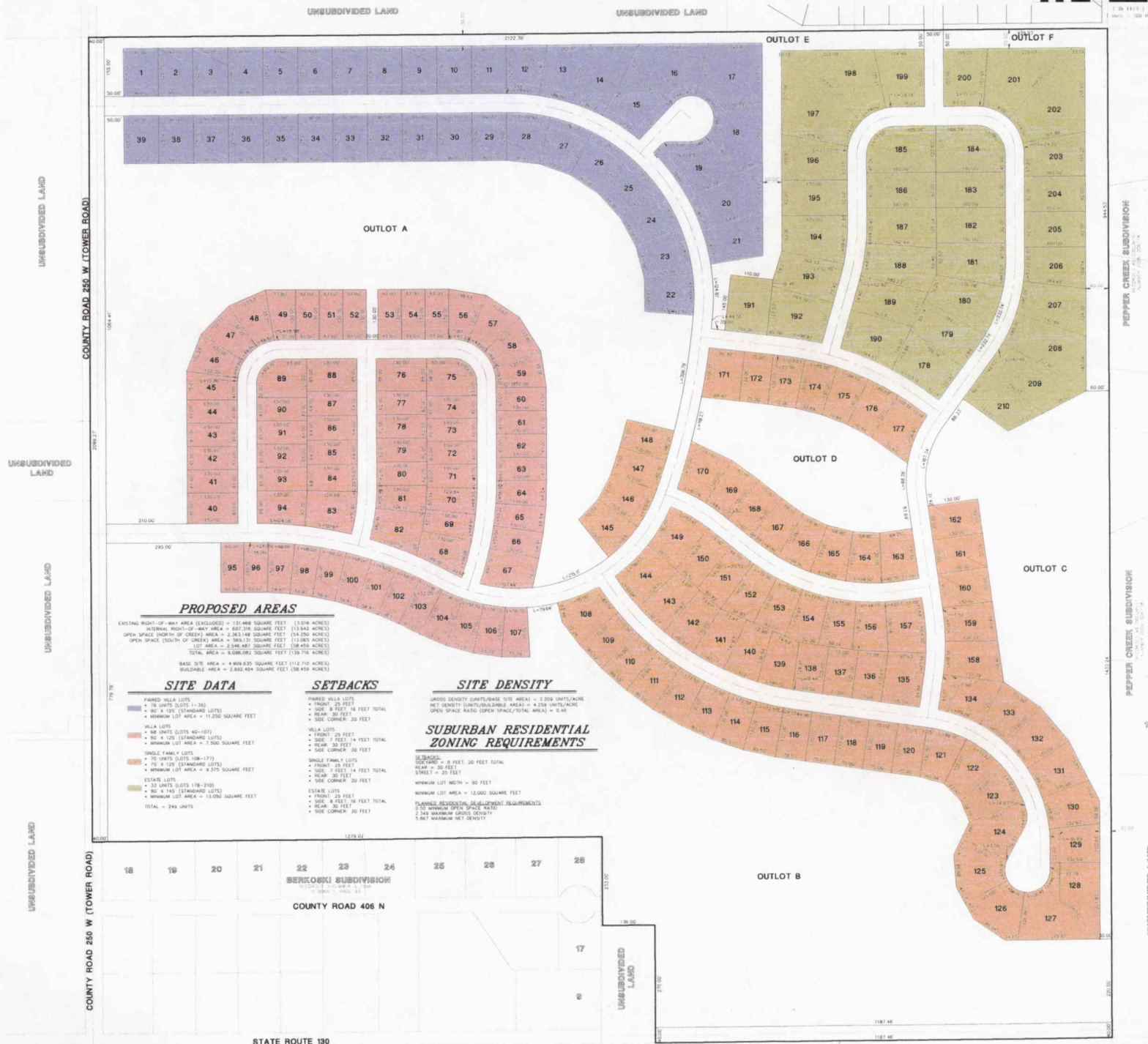
Barbara Ann Jones
Notary Public
Printed: BARBARA ANN JONES
County of Residence: Porter
My Commission Expires: 2/26/2029

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. *Todd A. Leeth*

This Instrument Prepared By:

Todd A. Leeth
Hoepfner Wagner & Evans LLP
103 E. Lincolnway
Valparaiso, Indiana 46383

**HOEPPNER
WAGNER &
EVANS LLP**
ATTORNEYS AT LAW



PROPOSED AREAS

EXISTING RIGHT-OF-WAY AREA (EXCLUDED) = 131,468 SQUARE FEET (3.019 ACRES)
 TOTAL RIGHT-OF-WAY AREA = 607,318 SQUARE FEET (13.944 ACRES)
 OPEN SPACE (NORTH OF CREEK) AREA = 2,363,148 SQUARE FEET (54.296 ACRES)
 OPEN SPACE (SOUTH OF CREEK) AREA = 368,175 SQUARE FEET (8.380 ACRES)
 LOT AREA = 2,346,487 SQUARE FEET (53.676 ACRES)
 TOTAL AREA = 6,086,092 SQUARE FEET (139.716 ACRES)
 BASE SITE AREA = 4,408,630 SQUARE FEET (101.710 ACRES)
 BUILDABLE AREA = 2,692,404 SQUARE FEET (61.450 ACRES)

SITE DATA

PAIRED VILLA LOTS
 • 20 UNITS (LOTS 1-20)
 • 80' x 125' (STANDARD LOTS)
 • MINIMUM LOT AREA = 11,250 SQUARE FEET

VILLA LOTS
 • 40 UNITS (LOTS 40-107)
 • 80' x 125' (STANDARD LOTS)
 • MINIMUM LOT AREA = 7,500 SQUARE FEET

SINGLE FAMILY LOTS
 • 70 UNITS (LOTS 108-177)
 • 75' x 125' (STANDARD LOTS)
 • MINIMUM LOT AREA = 9,375 SQUARE FEET

ESTATE LOTS
 • 33 UNITS (LOTS 178-210)
 • 80' x 140' (STANDARD LOTS)
 • MINIMUM LOT AREA = 11,200 SQUARE FEET
 TOTAL = 243 UNITS

SETBACKS

PAIRED VILLA LOTS
 • FRONT: 25 FEET
 • REAR: 25 FEET
 • SIDE: 10 FEET
 • CORNER: 20 FEET

VILLA LOTS
 • FRONT: 25 FEET
 • REAR: 25 FEET
 • SIDE: 10 FEET
 • CORNER: 20 FEET

SINGLE FAMILY LOTS
 • FRONT: 25 FEET
 • REAR: 25 FEET
 • SIDE: 10 FEET
 • CORNER: 20 FEET

ESTATE LOTS
 • FRONT: 25 FEET
 • REAR: 30 FEET
 • SIDE: 10 FEET
 • CORNER: 20 FEET

SITE DENSITY

GROSS DENSITY (UNITS/ACRE) = 2.25 UNITS/ACRE
 NET DENSITY (UNITS/BUILDABLE AREA) = 3.25 UNITS/ACRE
 OPEN SPACE RATIO (OPEN SPACE/TOTAL AREA) = 64%

SUBURBAN RESIDENTIAL ZONING REQUIREMENTS

MINIMUM LOT WIDTH = 60 FEET
 MINIMUM LOT AREA = 10,000 SQUARE FEET
 PLANNED RESIDENTIAL DEVELOPMENT REQUIREMENTS
 2.50 MAXIMUM GROSS DENSITY
 5.00 MAXIMUM NET DENSITY

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 www.manhardconsulting.com

WESTWIND SUBDIVISION
 VALPARAISO, INDIANA
 SITE EXHIBIT