

AGENDA

VALPARAISO PLAN COMMISSION

Tuesday - October 9th, 2018
7:00 PM - City Hall Council Chambers

- I. Pledge of Allegiance**
- II. Roll Call**
- III. Minutes**
- IV. Old Business**

ZO18-001 The petitioner requests the approval of zoning ordinance text amendment Article 11, Division 11.600, Article, Article 2, Division 2.200, Uses by District and Article 18, Division 18.400 General Definitions.

V. New Business

RES18-001 Resolution of the City of Valparaiso Plan Commission Approving An Amendment To A Declaratory Resolution Approved And Adopted By The Valparaiso Redevelopment Commission (P.Lyp)

PP18-001 A public hearing filed by Vale Park Development LLC, c/o Jon A Schmaltz of Burke, Costanza & Carberry LLP, 156 Washington St., Valparaiso, IN 46383. The petitioner requests approval of a primary plat for an 8 lot subdivision to be known as Cumberland Crossing Subdivision.

A18-001/RZ18-001 A public hearing on a petition filed by Carol Himes c/o Todd A. Leeth, Hoepfner Wagner & Evans, LLP, 103 Lincolnway, Valparaiso, IN 46383. The petitioner requests annexation of three parcels of property to the City of Valparaiso and rezoning of the parcels of property from Porter County R2, Medium Density Single Family Residential and RL, Residential Lake zoning to GR, General Residential. The properties in question are located East of Campbell Street, South of Spectacle Road and North of Andover Drive

- VI. Staff Items**
- VII. Adjournment**

NEXT REGULAR PLAN COMMISSION MEETING:

NOVEMBER 13TH 2018 - 7:00 PM – CITY HALL COUNCIL CHAMBERS, 166 LINCOLNWAY

****Requests for alternate formats please contact
Tyler Kent at tkent@valpo.us or 219-462-1161. ****

Proposed UDO Amendments – August 2018

Amend Article 2, Table 2.201 A, to permit Rooftop Residential Space as a limited use in the Central Business (CBD) and Central Place (CP) zoning districts.

Amend Article 2, Table 2.201 B, to make rooftop space as a prohibited use in the Central Business (CBD) and Central Place (CP) zoning districts.

Amend Article 2.500, Division 2.543, to develop standards for Rooftop Residential Space.

A. Section 2.543 Rooftop Residential Space

B. Generally. Rooftop Residential Space shall be permitted as a Limited Use in the Central Business (CBD) and Central Place (CP) districts subject to the requirements of this section.

C. CBD and CP Districts.

a. All new Rooftop Residential Spaces that are visible from a public street, public alley, public park or open space shall be articulated as follows:

b. Rooftop spaces.

i. Measured from the primary building walls, the residential rooftop space and guard shall be setback from the primary building walls, at least 25 percent; and

ii. The cumulative deck area of the Rooftop Residential Space, shall not exceed 1/3 the roof area.

c. **Guard.** Guard must be visually appealing and clearly define the edges of the rooftop area. The guard shall be maintained in a good visual appearance, without visible fading, dents, tears rust, corrosion, or chipped or peeling paint.

i. The guard design shall be architecturally compatible with the building and design standards of **Division 11.600 Downtown Design Standards**, for buildings located in the CBD zoning district and **Section 11.507 Building Materials**, for buildings located in the CP zoning district.

ii. The Guard color shall comply with **Article 11, Section 11.608, Colors**, for buildings located in the CBD zoning district and

Section 11.509, Colors, for buildings located in the CP zoning district.

- iii. The Guard shall be 70 percent transparent
- iv. The height of the any guard associated with rooftop space shall not exceed the four feet, or the maximum building height for the structure, whichever is less.
- v. The guard supporting structure shall not be exposed from the public way.

d. Rooftop Deck

- i. Rooftop deck shall not be visible from the public way.
- ii. Rooftop deck shall be permanently fastened to the primary building structure.

e. Rooftop Access

- i. Rooftop access shall be required from within the structure. Exterior stairways are prohibited.
- ii. Design for stairways shall comply with **Section 11.604 Building Materials and Finishes**, for buildings located in the CBD zoning district and **Section 11.507 Building Materials**, for buildings located in the CP zoning district.

f. Lighting.

- i. Lighting shall be glare/intrusive-free.
- ii. Lighting shall be permitted only to illuminate the designated area.
- iii. Fixed light shall not be permitted.

g. Furniture/Fixtures.

- i. Furniture/Fixtures shall be durable and or sufficiently sturdy, to ensure stability against severe weather conditions.
- ii. Furniture/Fixtures shall be fastened to the structure in a way that alleviates furniture/fixtures from becoming airborne.
- iii. Furniture/Fixtures shall be removed when not in use, and shall be stored in a manner where the Furniture/Fixtures are not visible from a public street, public alley, public park or open space
- iv. Furniture/Fixtures shall not be installed earlier than March 15th or removed later than November 15th.

h. Noise.

- i. Amplified sound shall not be permitted.

Amend Article 18, Division 18.400, to define terms Guard, Rooftop Residential Space and Rooftop Space.

ARTICLE 18 DEFINITIONS

G Terms

GUARD means a building component or a system of a building components located at or near the open sides of elevated walking surfaces that minimize the possibility of a fall from the walking surface to a lower level.

R Terms

Rooftop Residential Space means a deck or gathering space for residential use(s) on the roof covering any part of the building.

Rooftop Space means a space on the roof covering of any part of the building used for uses other than utilities.

Amend Article 2, Division 2.200 Uses By District, Section 2.201 Permitted, Limited and Special Uses.

[illegible]

RESOLUTION NO. 1-2018

**RESOLUTION OF THE CITY OF VALPARAISO PLAN COMMISSION APPROVING AN
AMENDMENT TO A DECLARATORY RESOLUTION APPROVED AND ADOPTED BY THE
VALPARAISO REDEVELOPMENT COMMISSION**

WHEREAS, the City of Valparaiso Plan Commission (the "Plan Commission") is the body charged with the duty of developing a general plan of development for the City of Valparaiso, Indiana (the "City"); and

WHEREAS, the City of Valparaiso Redevelopment Commission (the "Redevelopment Commission") previously adopted and amended a Declaratory Resolution (the "Declaratory Resolution") establishing the Consolidated Valparaiso Redevelopment Area (the "Redevelopment Area") and the Consolidated Valparaiso Redevelopment Area Allocation Area (the "Existing Allocation Area") in the City, and approving a Redevelopment Plan for the Redevelopment Area (the "Plan"); and

WHEREAS, on September 24, 2018, the Redevelopment Commission approved and adopted a Resolution (the "2018 Resolution") amending the Declaratory Resolution to (a) designate a portion of the Redevelopment Area as a new allocation pursuant to Indiana Code 36-7-14-39 to be known as the "Consolidated Valparaiso Allocation Area No. 2 (Vale View)" ("Allocation Area No. 2") (including removing the parcels constituting Allocation Area No. 2 from the Existing Allocation Area); (b) re-designate the Existing Allocation Area as the "Consolidated Valparaiso Allocation Area No. 1"; and (c) add to the Plan the additional projects set forth in Exhibit B to the 2018 Resolution (collectively, the "Amendment"); and

WHEREAS, the Redevelopment Commission has submitted the 2018 Resolution to the Plan Commission for its approval pursuant to IC 36-7-14-16;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VALPARAISO PLAN COMMISSION, as follows:

1. The 2018 Resolution and the amendments to the Plan contained therein conform to the plan of development for the City.
2. This Plan Commission hereby approves the 2018 Resolution and the amendments to the Plan contained therein. This resolution hereby constitutes the written order of the Plan Commission approving the 2018 Resolution and the amendments to the Plan contained therein pursuant to IC 36-7-14-16.
3. The Secretary of this Plan Commission is hereby directed to file a copy of the 2018 Resolution with the minutes of this meeting.

SO RESOLVED BY THE CITY OF VALPARAISO PLAN COMMISSION this ____ day of October, 2018.

CITY OF VALPARAISO
PLAN COMMISSION

President

ATTEST:

Secretary
DMS 13367285v1

PETITION #: PP18-001 / SP18-006
(staff use only)

**VALPARAISO PLAN COMMISSION
PETITION FOR PUBLIC HEARING**

The undersigned applicant respectfully petitions the City of Valparaiso Plan Commission:

(CHECK ALL THAT APPLY)

PUBLIC HEARING REQUIRED – See Items #8 and #9 in Application Checklist

- ☐ To rezone said property from the _____ zoning district to _____ zoning district
☒ To approve a Primary Plat
☐ To approve a Planned Unit Development (PUD)
☐ To approve a Major Planned Unit Development Amendment
☐ To annex property into the City of Valparaiso, Indiana – Checklist item #10
☐ To vacate alley
☐ To appeal the decision of the Plat Committee

NO PUBLIC HEARING REQUIRED

- ☐ To approve a Minor Subdivision (Lot Split)
☒ To approve a Final Plat
☐ To approve a Plat Amendment
☐ Design/Architectural Approval in _____ Overlay District

Please provide the following information:
(print or type)

Vale Park Development LLC	907 Vale Park Rd Ste 1H, Valparaiso, IN 46383	219-464-4811
Owner of property	Address	Phone
Jon A. Schmaltz	219-769-1313	schmaltz@bcclegal.com
Contact person	Phone	Email

Applicant is (check one): ☐ Sole Owner ☒ Joint Owner ☐ Tenant ☐ Agent ☐ Other

Vale Park Development LLC	907 Vale Park Rd Ste 1H, Valparaiso, IN 46383	219-464-4811
Petitioner	Address	Phone

Address or description of location of property: _____
1211 Cumberland Crossing Drive, Valparaiso, IN 46383

Parcel/Tax Duplicate Number See Attached Sheet

Subdivision (if Applicable) N/A

This property is located on the West side of Calumet Ave Street/Road

between (streets) Vale Park Road and Bullseye Lake Road

Current Zoning of Property CG-Commerical, General Proposed Zoning of Property CG-Commerical, General

Zoning of Adjacent Properties: North UR-Residential, Urban South CG-Commerical, General
East CG-Commerical, General West UR-Residential, Urban Other _____

Other information:

Dimensions of property: Frontage 980 feet Depth 850 feet

Property Area (sq. ft./acres) 19 acres more or less

Present use of property:

General Commercial

Proposed use of property:

General Commercial

Proposed Variances or Waivers (PUD or Subdivision Plats)

To Be Determined

Legal description for property: (Exhibit # ____)

See Attached Plat

ALL OWNERS OF RECORD OF THE ABOVE-REFERENCED PROPERTY MUST SIGN THE PETITION FOR PUBLIC HEARING. The owner(s), by signing this Petition for Public Hearing, represent to the City of Valparaiso – Plan Commission, that he/she/it has the necessary legal authority to request action to be taken on the above-referenced property. If the name of the Petitioner is different from the property owner, the Plan Commission shall accept the requests and representations of the Petitioner and the property owner shall be bound by such requests and representations via the Attached Affidavit of Consent of Property Owner.

PETITION FEES (CHECK ALL THAT APPLY)

☐	Rezoning:	\$150
X	Subdivision Primary Plat:	\$150 + \$10 per lot <u>11</u> Lots X \$10 = <u>\$260</u>
☐	Subdivision Amendment	\$100 + \$5 per lot <u> </u> Lots X \$5 = <u> </u>
☐	Planned Unit Development (PUD):	\$500 + \$10 per lot <u> </u> Lots X \$10 = <u> </u>
☐	Major PUD Amendment	\$250 + \$5 per lot <u> </u> Lots X \$5 = <u> </u>
☐	Minor Subdivision (Lot Split)	\$150
X	Subdivision Final Plat	\$100 + \$5 per lot <u>11</u> Lots X \$5 = <u>\$155</u>
☐	Minor PUD Amendment	\$150
☐	Annexation:	\$500 + Cost of Fiscal Plan***
☐	Design/Architectural Approval	\$150
☐	<u> </u> Overlay District	
☐	Special Meeting Fee	\$1500
☐	Text Amendment	\$250
☐	Comprehensive Plan Amendment	\$250
☐	Vacation	\$100
☐	Plat Committee Appeal	\$200

TOTAL FEE \$415.00

***The Plan Commission requires that all fiscal plans be prepared by a municipal advisor firm approved by the Planning Department. The applicant is solely responsible for the cost of the preparation of the fiscal plan. The fiscal plan must be submitted together with the applicant's petition for public hearing. The fiscal plan must comply with the requirements of Ind. Code § 36-4-3-13(d).

VALE PARK DEVELOPMENT, LLC

By: *Joe D. Schumacher, Attorney*

9/14/2018

Signature of owner/Petitioner

Date

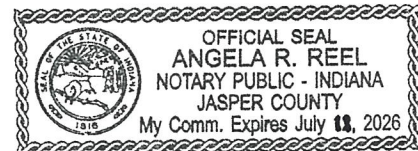
Joe D. Schumacher, Attorney
Printed name

Subscribed and sworn to before me this 14 day of September, 2018.

Angela R Reel
Notary Public

My Commission Expires:

7/11/2026



STAFF USE ONLY

Date received: _____

____ Names and addresses of property owners within 300 feet provided

____ Plot Plan attached

____ Legal Description provided

____ Petition filled out completely

Date approved for public hearing: _____ Date of public hearing: _____

Date legal notice mailed: _____ Date to be published: _____

Date property owner notices mailed: _____

Additional information: _____

SURROUNDING PROPERTY OWNER LIST

List the name the address of all property owners who have received notification below (Use Additional Sheets if necessary):

(Please print)

Name

Address

See Attached Sheet

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission Action)

Jon L. Schmitt, being dully sworn upon his/her oath, being of sound mind and legal age deposes and states:

1. That he/she is the authorized Petitioner 'S ATTORNEY (agent, attorney, other – Please indicate) of the property described in the attached notice which an application for a Plan Commission action has been filed before the Plan Commission of the City of Valparaiso, Indiana.

URSCHEL PARK DEVELOPMENT CORP

BY [Signature]
Petitioner, Attorney

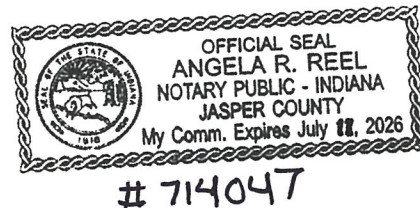
9/14/2018
Date

Subscribed and sworn to before me this 14 day of Sept., 2018.

[Signature]
Notary Public

My Commission Expires:

7/11/2026



Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission Action)

Jon B. Schwartz, being dully sworn upon his/her oath, being of sound mind and legal age deposes and states:

1. That he/she is the authorized Petitioner 's ATTORNEY (agent, attorney, other – Please indicate) of the property described in the attached notice which an application for a Plan Commission action has been filed before the Plan Commission of the City of Valparaiso, Indiana.

VALE PARK DEVELOPMENT, LLC

BY: [Signature]

Petitioner, ATTORNEY

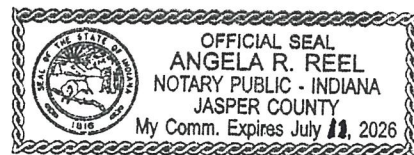
9/14/2018
Date

Subscribed and sworn to before me this 14 day of Sept., 2018.

[Signature]
Notary Public

My Commission Expires:

7/11/2026



#714047

Parcel/Tax Duplicate Numbers:

64-10-07-351-008.000-004

64-09-12-476-002.000-004

64-10-07-351-006.000-004

64-09-12-426-006.000-004

Parcel No.	Parcel Address	Name	Billing Address
64-10-07-303-001.000-004	3301 N Calumet Ave Valparaiso IN 46383	3301 S Calumet LLC	4655 W Chase Ave Lincolnwood IL 60712
64-10-07-301-011.000-004	3303 Pines Village Cir Valparaiso IN 46383	Pines Village Retirement Communities	3303 Pines Village Cir Valparaiso IN 46383
64-09-12-426-006.000-004	1201 Cumberland Xing Valparaiso IN 46383	Young Mens Christian Assoc of Valparaiso	1201 Cumberland Xing Valparaiso IN 46383
64-09-12-427-001.000-004	Vale Park Rd Valparaiso IN 46383	Young Men's Christian Association of Valparaiso	1201 Cumberland Xing Valparaiso IN 46383
64-09-12-426-008.000-004	Vale Park Rd Valparaiso IN 46383	Urschel Development Corp	Dan Marchetti CFO Urschel Labs 1200 Cutting Edge Dr Chesterton IN 46304
64-09-12-476-006.000-004	907 Vale Park Rd Valparaiso IN 46383	Vale Park Village Apartments LLC	1200 Cutting Edge Dr Chesterton IN 46304
64-09-12-476-002.000-004	Cumberland Xing Valparaiso IN 46383	Vale Park Development Llc	1200 Cutting Edge Dr Chesterton IN 46304
64-09-12-477-001.000-004	2801 Calumet Ave Valparaiso IN 46383	Vale Park Development LLC	1200 Cutting Edge Dr Attn: Daniel D Marchetti Chesterton IN 4630
64-09-12-476-003.000-004	Cumberland Xing Valparaiso IN 46383	Vale Park Development LLC	1200 Cutting Edge Dr Chesterton IN 46304
64-09-12-477-003.000-004	2711 Calumet Ave Valparaiso IN 46383	Valparaiso Retail LLC	6440 E Westfield Blvd Indianapolis IN 46220
64-09-12-477-002.000-004	2803 Calumet Ave Valparaiso IN 46383	Vale Park Development LLC	1200 Cutting Edge Dr Attn: Daniel D Marchetti Chesterton IN 46304
64-10-07-355-001.000-004	2805 Calumet Ave Valparaiso IN 46383	Vale Park Development LLC	1200 Cutting Edge Dr Attn: Daniel D Marchetti Chesterton IN 46304
64-10-07-351-004.000-004	2809 N Calumet Ave Valparaiso IN 46383	Realty Income Corporation Attn:Portfolio Mng 1939	PO Box 460069 Escondido CA 92046
64-10-07-351-010.000-004	2905 Calumet Ave Valparaiso IN 46383	Peoples Bank SB	9204 Columbia Ave Ste 1 Munster IN 46321
64-10-07-351-003.000-004	2921 N Calumet Ave Valparaiso IN 46383	Vale Park Development Llc	1200 Cutting Edge Dr Chesterton IN 46304
64-10-07-351-002.000-004	3029 N Calumet Valparaiso IN 46383	Vale Park Development Llc	1200 Cutting Edge Dr Chesterton IN 46304
64-10-07-301-013.000-004	3123 N Calumet Ave Valparaiso IN 46383	Vale Park Development Llc	1200 Cutting Edge Dr Chesterton IN 46304
64-10-07-301-014.000-004	3125 N Calumet Ave Valparaiso IN 46383	Zheng Brothers LLC	13054 Indigo Ct Holland MI 49424
64-10-07-305-004.000-004	3200 N Calumet Ave Valparaiso IN 46383	MCCG LLC	3200 Calumet Ave Valparaiso IN 46383
64-10-07-305-005.000-004	3100 N Calumet Ave Valparaiso IN 46383	Patricia M Revocable Trust 1/2 & Philips Robert C & Gee Julianne P/1/2/TC	3100 N Calumet Ave Valparaiso IN 46383
64-10-07-352-001.000-004	3100 Calumet Ave Valparaiso IN 46383	Philips Community Storage LLC	3100 Calumet Ave Valparaiso IN 46383
64-10-07-352-042.000-004	3002 N Calumet Ave Valparaiso IN 46383	Lakepoint Investments LLC	7290 E 102nd Pl Crown Point IN 46307
64-10-07-352-004.000-004	2810 N Calumet Ave Valparaiso IN 46383	Blythe Richard H & Iola M	c/o Blythes Sport Shop Inc 138 N Broad St Griffith IN 46319
64-10-07-352-045.000-004	2806 Calumet Ave Valparaiso IN 46383	Indiana Holdings II Real Estate LLC	1311 N Paul Russell Rd Ste B101 Tallahassee FL 32301
64-10-07-352-010.000-004	Lakepointe Dr Valparaiso IN 46385	Lakepointe Gardens Property Owners	PO Box 2374 Valparaiso IN 46384
64-10-07-352-043.000-004	2800 N Calumet Ave Valparaiso IN 46383	Indiana Grocery Group LLC	2244 45th St Attn: Chief Financial Officer Highland IN 46322
64-10-07-352-044.000-004	2708 N Calumet Ave Valparaiso IN 46383	Indiana Grocery Group LLC	2244 45th St Attn: Chief Financial Officer Highland IN 46322
64-10-07-352-046.000-004	2700 N Calumet Ave Valparaiso IN 46383	First Natl Bank Valpo	PO Box 1602 Attn Accounting Dept South Bend IN 46634
64-10-07-301-016.000-004	1202 Bullseye Lake Rd Valparaiso IN 46383	Pines Village Retirement Communities	3303 Pines Village Cir Valparaiso IN 46383
64-10-07-301-002.000-004	1206 Bullseye Lake Rd Valparaiso IN 46383	Pines Village Retirement Communities	3303 Pines Village Cir Valparaiso IN 46383
64-10-07-301-003.000-004	1210 Bullseye Lake Rd Valparaiso IN 46383	Pines Village Retirement Communities	3303 Pines Village Cir Valparaiso IN 46383

Description of Project:

Cumberland Crossing, a retail and general commercial development west of Calumet Avenue, resulted from a redevelopment project initiated by the City of Valparaiso Redevelopment Commission in 2006. From 2006 through 2009, infrastructure was reconfigured and new buildings constructed, ultimately leading to the commercial development as it exists today. Although certain elements of the development were platted, either for purposes of engineering, creation of easements, or the like, the land within this development was never subdivided through the City's subdivision process. Now, petitioner requests that the area constituting Cumberland Crossing, as it currently exists, be subdivided into lots to more closely correspond to the actual physical development of this commercial center. Approval of a subdivision plat will allow for clearer and logical property descriptions, simplifying the ownership, leasing, and financing of property within the center.

2008-008265

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
03/26/2008 01:47PM
LINDA D. TRINKLER
RECORDER

REC FEE: \$53.00
PAGES: 20

DECLARATION OF COVENANTS, EASEMENTS,
AND RESTRICTIONS

CM 520072132

This Declaration of Covenants, Easements and Restrictions ("Declaration") is made as of March 14, 2008 by Vale Park Development, LLC, an Indiana limited liability company ("Developer").

RECITALS

- A. Developer owns or controls through easements the real estate located in Valparaiso, Porter County, Indiana legally described in Exhibit "A" ("Real Estate").
- B. The Developer wishes to develop the Real Estate as a mixed use shopping and services complex known as Cumberland Crossing Center ("Center") as shown on the Plat attached as Exhibit "B".
- C. Developer wishes to subject the Real Estate to the covenants, easements, and restrictions in this Declaration in order to cause the improvements placed on the Real Estate to be developed in an orderly manner with appropriate architectural, landscaping, and maintenance controls, and in order to maintain the aesthetic appearance and architectural harmony of the Real Estate during and after development, and in order to provide for access to and from and within the Real Estate thereby preserving the value of the Real Estate.

NOW THEREFORE, Developer declares that the Real Estate is and will be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, and liens as provided in this Declaration.

ARTICLE 1

DEFINITIONS

1.1 **Building Site.** Building Site shall mean limited areas of the Center within which buildings (which for the purpose of this Declaration shall include any appurtenant canopies, supports, loading docks, truck ramps, and other outward extensions) and areas on a Parcel designated by Developer as may be constructed or located within the Center.

return to:
Chicago Title Insurance Company
Valparaiso Office

CHICAGO TITLE INSURANCE COMPANY

A

1.2 Common Area. Common Area shall mean all areas within the exterior boundaries of the Center, exclusive of Parcels, roadways, and walks dedicated to a public authority that all authority and responsibility to maintain has been assured by such authority.

1.3 Permittee. "Permittee" shall mean all Owners and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, subtenants, and concessionaires of Owner insofar as their activities relate to the intended development, use and occupancy of the Center. Persons engaged in civic, public, charitable or political activities within the Center, including but not limited to the activities set forth below, shall not be considered Permittees:

- (i) Exhibiting any placard, sign or notice;
- (ii) Distributing any circular, handbill, placard or booklet;
- (iii) Soliciting memberships or contributions for private, civic, public, charitable or political purposes;
- (iv) Parading, picketing or demonstrating; and
- (v) Failing to follow regulations established by the parties relating to the use and operation of the Center.

1.4 Occupant. Occupant shall mean any person from time to time entitled to use and occupy any portion of a building in the Center under an Ownership right or any lease, sublease, license, concession, or other similar agreement.

1.5 Owner. "Owner" shall mean each signatory hereto and its respective successors and assigns during the period of each person's fee ownership of any portion of the Center. An Owner transferring all or any portion of its fee interest in the Center shall give notice to the Developer of such transfer and shall include in such notice at least the following information:

- (i) The name and address of the new Owner and
- (ii) A copy of the legal description of the portion of the Parcel transferred by such Owner.

Each Owner shall be liable for the performance of all covenants, obligations and undertakings applicable to the Parcel or portion thereof owned by it that accrue during the period of such ownership, and such liability shall continue with respect to any portion of the Parcel transferred by such Owner until the notice of transfer set forth above is given. Until such notice of transfer is given, the transferring Owner shall (for the purpose of this Agreement only) be the transferee's agent. Once the notice of transfer is given, the transferring party shall be released from all obligations pertaining to the portion of the Parcel transferred arising subsequent to the notice of transfer.

1.6 Parcel. "Parcel" shall mean that portion of the Center owned by an Owner. If a Parcel is owned by more than one party, the party or parties holding at least fifty-one percent (51%) of the ownership interest in such Parcel shall designate in writing one person to represent all owners of the Parcel and such designated person shall be deemed the person authorized to give consents or approvals pursuant to this Agreement for such Parcel.

Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is recorded against the transferred portion of the Center prior to receipt of such notice of transfer by the party filing such lien.

ARTICLE 2

PARKING AND COMMON AREA EASEMENTS

2.1 Grant. During the term of this Declaration, Developer grants to each Owner and each Owner grants to Developer and each other Owner for its use and for the use of its Permittees, in common with the other Owners and their Permittees, a nonexclusive easement for ingress and egress for vehicles and pedestrians and parking of vehicles over and across the access ways and parking areas of such Owners parcel as the same may from time to time be constructed and maintained, subject to the right of alteration and reconfiguration as provided in this Declaration, for such particular use.

2.2 Restrictions on Parking and Obstruction of Traffic. No Owner will alter the access ways or parking areas on its Parcel without the consent of the Developer, which consent will not be unreasonably withheld so long as the parking is not reduced and the access ways are not diminished. No Owner or Occupant will permit parking on any public street or any private driveway unless approved by the City in the case of a public street or by the Developer in the case of a private driveway. Each Owner and Occupant will provide adequate off-street parking on its Parcel for its agents, employees and invitees, in compliance with applicable governmental authority parking ratio requirements for its particular use, and will require its agents, employees or invitees to park in the spaces so provided. No Owner or Occupant will permit any of its Permittees to obstruct any Access Route so as to interfere with or restrict ingress, egress, or the passage of motor vehicles or pedestrians. No Owner or Occupant will permit any of its Permittees to park on any portion of the access ways, except where designated as parking areas by Developer.

2.3 Easements Run with the Land. Subject to the right of relocation and restrictions concerning parking, and subject further to Developer's right to dedicate the Access Routes as provided in Section 2.6, the easements granted in this Article 2 will be deemed perpetual, non-exclusive easements, running with the land, for the benefit of all Owners and their Permittees.

2.4 Maintenance.

2.4.1 Maintenance and Repair. Each Owner will maintain, or cause to be maintained, at its sole cost and expense, the Common Area, parking area, access ways, sidewalks, and landscaping areas on its Parcel in a sightly, safe condition and good state of repair. Any unimproved area shall be mowed and kept litter free. The minimum standard of maintenance for the improved areas shall be comparable to the standard of maintenance followed by the Developer in maintaining the Common Areas and its parcels. All improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural

and aesthetic harmony of the Center as a whole as approved by Developer. Such operation, maintenance, and repair obligation shall include, but not be limited to the following:

2.4. 1.1 Drive and Parking Areas. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resurfacing and, when necessary, the parking areas to be striped and resealing.

2.4.1.2 Debris and Refuse. Periodically removing papers, debris, filth, refuse, ice and snow, including vacuuming and broom sweeping to the extent necessary to keep the area in a first – class, clean and orderly condition.

2.4.1.3 Directional Signs and Markers. Maintaining, cleaning, and replacing any appropriate directional, stop, or handicap signs or markers; restriping parking lots and drive lanes as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas, and pedestrian crosswalks.

2.4.1.4 Lighting. Maintaining, cleaning, and replacing lighting facilities, including light standards, wires, conduits, lamps, ballast, and lenses, and circuit breakers.

2.4.1.5 Landscaping. Maintaining and replacing all landscape plantings, trees and shrubs on a Parcel in a live and thriving condition consistent with the landscape plan of the balance of the Center as maintained by the Developer, trimmed and weed free; maintaining and replacing landscape planters, including those adjacent to the exterior walls of buildings.

2.4.1.6 Sidewalks. Maintaining, cleaning, and replacing sidewalks, including those adjacent and contiguous to buildings located within the center.

2.4.1.7 Shipping and refuse. Maintaining, cleaning, and replacing any exterior shipping/receiving dock area; any truck ramp or truck parking area; any recycling center or similar designated area for the collection of items intended for recycling; and any refuse, compactor, or dumpster area.

2.5 Insurance.

2.5.1 Each Owner shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance covering the Common Area on its Parcel with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000.00) for bodily injury or death of any person and for property damage, arising out of any one occurrence; each other Owner in the Center shall be an “additional insured” under such policy as their interests appear.

2.5.2 To the full extent permitted by law, each Owner ("Indemnitor") covenants and agrees to defend, protect, indemnify and hold harmless each other Owner ("Indemnitee") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and costs of suit) arising from or as a result of the injury to or death of any person, or damage to the property of any person which shall occur on the Parcel owned by such Indemnitor, except for claims caused by the negligence or willful act or omission of such indemnitee, its licensees, concessionaires, agents, servants, or employees, or the agents, servants or employees of any licensee or concessionaire thereof.

2.6 Dedication and Maintenance of Streets and Access Routes. Certain access ways and roadways demarcated on the Plat have been or will be dedicated to the public or appropriate governmental entity as described on the Plat. Developer reserves the right, from time to time, to use reasonable efforts to induce the applicable governmental authority to accept a dedication of all or portions of the access ways, roadways, routes, and improvements within the dedication as public improvements and to assume the responsibility for maintenance thereof and for snow removal. If such body accepts the dedication of any such area as public improvements, then the easements granted hereunder with respect to such dedicated areas and Developer's responsibilities for maintenance thereof, snow removal therefrom, and insurance relative thereto will cease as of the date of acceptance of such dedication to the extent that such obligations are assumed by the governmental authority. If the applicable governmental authority fails to accept the dedication of such areas, or any portion thereof, or places conditions on acceptance, the provisions of this Declaration relating to Developer's responsibilities for maintenance thereof, snow removal, and insurance relating thereto will remain in full force and effect with respect to such area or portions thereof not so dedicated to the extent modified by the Developer.

ARTICLE 3

UTILITIES

3.1 Grant of Easements for Utilities. Developer grants to each Owner and their Permittees and each Owner hereby grants to the other Owners, Developer, and their Permittees, a non-exclusive easement across the Common Areas and areas reserved or to be dedicated by Developer for the respective utilities for the installation, operation and maintenance, repair, replacement, removal, relocation, servicing and testing of lines, mains, conduits, cables, equipment, and facilities for gas, water, telephone, electricity, cable television, storm and sanitary sewers and other utility uses permitted by Developer and for the purpose of providing utility services to the respective Parcels; provided, however, that:

3.1.1 The easements granted pursuant to this Section 3.1 will not be established in any location other than locations that do not materially interfere with the operation of the Center and the Parcel as provided herein;

3.1.2 All persons and entities entering onto any Parcel pursuant to the easement rights granted under this Section 3.1 will, within a reasonable time after each such entry onto such Parcel, restore all portions of such Parcel and all improvements thereon which

are in any way affected by such entry to their prior condition; such restoration will be completed promptly in a good and workmanlike manner, consistent with the quality of the Parcel and the improvements thereon prior to such entry; and

3.1.3 All facilities constructed or installed pursuant to the rights granted under this Section will be completed and maintained in a good and workmanlike manner, not inconsistent with the quality of the improvements then situated on the Parcel.

3.2 Change of Location of Utility Easements. The location of the utility easements, as described in Section 3.1 hereof, may be relocated by Developer from time to time as Developer deems to be necessary or appropriate for the provision of utility services to all of the Center. In furtherance thereof, Developer hereby expressly reserves the right to dedicate or grant on any Parcel additional easements for the purposes set forth in this Article 3 to other Owners, and public and private utility companies, subject to the conditions of this Article 3. In no event will such utility easements be located (or relocated) in any manner which would cause any damage to any building located on a Building Site. Each Owner will make available to Developer and the other Owners, upon request, any drawings made by such Owner which show the location of such lines, mains, conduits, cables, equipment and facilities, provided that the Owner making such request will reimburse such Owner for the cost of duplicating such drawings.

3.3 Public and Private Utilities. Nothing herein will be construed to require Developer to grant any easement rights to any public or private utility. Developer, in its discretion, may grant easement rights to a public utility or may provide for private utility services to any one or more of the Parcels.

3.4 Payment of Costs Allocable to Single Parcel. Notwithstanding any other provisions of this Article 3, and except as otherwise agreed by Developer and Owners, all costs and expenses of installing or connecting utilities located within an easement area, which utilities serve only one or more Parcels, will be paid by the Owner benefitted by such installation or connection and such benefitted Owner will promptly restore (or cause the appropriate utility company to restore) the affected portion of the easement area to the condition such area was in immediately prior to such installation or connection by such Owner.

3.5 Stormwater.

3.5.1 Water Management. Each Owner will, upon the development of or construction of improvements upon any Parcel, cause stormwater and surface water to flow in such a way to utilize one or more common detention of stormwater areas on the Real Estate or on nearby properties (collectively, "Stormwater Areas"), subject to the approval and prior consent of Developer. No Owner shall be permitted to provide for water detention or retention on any Parcel without the prior written consent of Developer and all applicable governmental authorities. Each Owner hereby grants and conveys to each Owner owning an adjacent Parcel the perpetual right and easement to discharge surface storm drainage and runoff from the grantee's Parcel over, upon and across the Common Area of the grantor's Parcel, upon the following conditions and terms:

3.5.1.1 The grades and the surface water drainage/retention system shall be constructed in strict conformance with the details approved by the Developer; and

3.5.1.2 No Owner shall alter or permit to be altered the surface area or the drainage/retention system constructed on its Parcel if such alteration would materially increase the flow of surface water onto an adjacent Parcel either in the aggregate or by directing the flow of surface water to a limited area.

3.5.2 Drainage into Stormwater Areas from Other Real Estate. The Stormwater Areas may serve land in addition to the Real Estate, provided that the Stormwater Areas will have a total capacity to hold all of the runoff requirement with respect to the Real Estate and all of such additional real estate established by the applicable governmental authority, as of the date hereof, taking into consideration the requirements provided in Section 3.5 and any on-site capacity on such additional real estate.

3.5.3 Maintenance and Landscaping of Storm Sewers and Stormwater Areas. The Storm Sewers and Stormwater Areas and landscaping within the easements for such storm facilities will be maintained and such expenses will be assessed in the same manner as easements under Section 3.4. Where the Stormwater Areas and the storm sewers on the Real Estate have been dedicated to the appropriate governmental authority or public entity, no Owner shall perform any act of maintenance, landscaping, or otherwise that would affect any such storm sewer or Stormwater Area without all necessary prior written consents and approvals of the Developer and all governmental authorities having any jurisdiction over any such storm sewer; Stormwater Area; or any public improvement, utility, or easement on or affecting the Real Estate or any part thereof.

3.6 Rules and Regulations. Developer may establish from time to time reasonable rules and regulations to provide for the orderly flow of traffic, parking, employee parking, and maintenance of improvements over or on the Access Routes, and the use of the Stormwater Areas; and Developer will distribute copies of such rules and regulations to the Owners. Each Owner will at all times abide by such rules and regulations. Developer may, but will not be so obligated, enforce such rules and regulations in the manner herein provided, but Developer's failure to enforce such rules and regulations against any Owner will not be deemed to constitute a waiver thereof, nor will Developer be liable to any Owner or Occupant for failing to enforce such rules and regulations against any other Owner or Tenant. If Developer fails to enforce such rules and regulations against any Owner or Tenant, any other Owner adversely affected by such violation may enforce such rules and regulations at such affected Owner's expense.

3.7 Restriction. No Owner other than Developer shall grant any easement for the purpose set forth in this Article for the benefit of any property not within the Center; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements by an Owner to governmental or quasi-governmental authorities or to public utilities.

ARTICLE 4

CONSTRUCTION

4.1 General Requirements.

4.1.1 Each Owner agrees that all construction activities performed by it within the Center shall be performed in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government or any department or agency thereof. If required by the applicable governmental authority, every building shall be equipped with automatic sprinkler systems.

4.1.2 Each Owner further agrees that its construction activities shall not:

4.1.2.1 Cause any unreasonable increase in the cost of constructing improvements upon another Owner's Parcel;

4.1.2.2 Unreasonably interfere with construction work being performed by any other Owner in the Center;

4.1.2.3 Unreasonably interfere with the use, occupancy or enjoyment of any Owner of the remainder of the Center by any other Owner or its Permittee; or

4.1.2.4 Cause any building located on another Parcel or any Parcel to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, or federal government, or any department or agency thereof.

4.1.3 Each Owner agrees to defend, indemnify and hold harmless each other Owner from all claims, losses, liabilities, actions, proceedings and costs (including reasonable attorneys' fees and costs of suit), including liens, and any accident, injury or loss or damage whatsoever occurring to any person or to the property of any person arising out of or resulting from any construction activities performed or authorized by such indemnifying Owner; provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of such indemnified Owner or its Permittees or anyone claiming by, through or under any of them.

4.1.4 In connection with any construction, reconstruction, repair or maintenance on its Parcel, subject to the approval of Developer, each Owner reserves the right to create a temporary staging and storage area in the parking area and drives on its Parcel at such location as will not unreasonably interfere with access between such Parcel and the other areas of the Center. The Owner creating such temporary staging and storage area in the parking area and drives on its Parcel shall reasonably maintain the temporary staging and storage area in a slightly condition. Prior to the commencement of any work which requires the establishment of a staging and storage area on its Parcel, an Owner shall give the Developer at least 30 days prior notice of the proposed location, and if substantial work is to be performed, the constructing Owner shall, at the request of any Developer,

fence off the staging and storage area. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Parcel, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon the constructing Owner's Parcel or other construction access points mutually agreed to by the Developer. Upon completion of such work, the constructing Owner shall restore the affected areas to a condition equal to or better than that existing prior to commencement of such work.

4.1.5 Each Owner hereby grants and conveys to each other Owner and to its respective contractors, materialmen and laborers a temporary license for access and passage over and across the access ways of the grantee's Parcel (but not parking) as shall be reasonably necessary and approved by Developer for the grantee to construct and maintain improvements upon the grantee's Parcel; provided, however, that such license shall be in effect only during periods when actual construction and maintenance is being performed and provided further that the use of such license shall not unreasonably interfere with the use and operation of such area others. Prior to exercising the rights granted herein, the grantee shall first provide the grantor with a written statement describing the need for such license, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by law. Any Owner availing itself of the temporary license shall promptly pay all costs and expenses associated with such work, shall diligently complete such work as quickly as possible, and shall promptly clean the area and restore the affected portion of the areas to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

4.2 Parking and Access Ways. Subject to the provisions of this Declaration, contemporaneously with the construction of a building upon its Parcel, the constructing Owner other than Developer shall cause the parking areas, drives, and lighting on its Parcel to be substantially completed no later than the earlier of commencement opening of Owner's operations on the Parcel or 180 days from commencement of construction. Such work shall be done in a good and workmanlike manner and in accordance with good engineering standards; provided, however, the following minimum general design standards shall be complied with:

4.2.1 The lighting system shall be designed to produce a minimum maintained lighting intensity as directed by Developer and shall conform to the standards directed by Developer. The type and design of the Common Area light standards shall be specified by the Developer.

4.2.2 The grade in the parking area shall comply with the standards set by the Developer and match adjacent land.

4.2.3 All sidewalks and pedestrian aisles shall be comprised of concrete or other materials approved by Developer; the automobile parking areas, drives and access roads shall be designed in conformity with the recommendations of a registered soils engineer approved by the Developer which shall require the installation of a suitable base and the surfacing with an asphaltic concrete or concrete wearing material.

4.2.4 Utility lines that are placed underground shall be at depths designated by consultants approved by the Developer.

4.2.5 The parking area on each Parcel shall contain sufficient ground-level parking spaces in order to comply with governmental requirement and the parking layout approved by Developer may not be altered without Developer's consent.

4.2.6 No Owner shall make changes to the approved parking, accessway, lighting or landscaping on its Parcel without the approval of the Developer, except that each Owner may, from time to time without obtaining the consent or approval of any other Owner, to make at its own expense any insignificant change, modification or alteration to such areas, provided that:

4.2.6.1 The accessibility of such areas for pedestrian and vehicular traffic (as it relates to the remainder of the Center) shall not be unreasonably restricted or hindered, and all parking stalls and rows and vehicular traffic lanes shall remain generally as shown on the Site Plan;

4.2.6.2 No governmental rule, ordinance or regulation shall be violated as a result of such action, and such action shall not result in any other Owner being in violation of any governmental rule, ordinance or regulation;

4.2.6.3 No change shall be made in the access points between such area and the public streets; provided, however, that additional access points may be created with the approval of the Developer, such approval not to be unreasonably withheld; and

4.2.6.4 At least 30 days prior to making any such change, modification or alteration, the Owner desiring to do such work shall deliver to the Developer copies of the plans therefore, and provided further that such work shall not occur between October 1st and the following January 31st, unless specifically approved in writing by the Developer.

4.3 Building Improvement. The Developer has created an architecturally consistent theme for the exterior of all buildings to be constructed, placed or located within the Center. In order to insure compliance with such such theme, each Owner shall submit to the Developer detailed plans ("Plans") covering the initial construction of each building or a Parcel and any additions, remodeling, reconstruction or other alteration in compliance such theme which changes the exterior thereof for approval prior to the commencement of any such work. Upon the issuance of any disapproval or recommendation for change, the submitting Owner and the Developer shall mutually consult to establish approved Plans for the proposed work. The Developer shall not arbitrarily or unreasonably withhold approval of the Plans or recommend changes in the Plans which otherwise conform with the requirements hereof, nor shall they withhold approval of exterior remodeling or exterior reconstruction which neither substantially enlarges an existing structure, nor substantially changes an existing structure. In no event shall Developer require any other Owner to utilize design standards superior to those utilized by the

Developer in the construction of buildings on its Parcel. Approval of Plans by the Developer shall not constitute assumption of responsibility for the accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws. No material deviation shall be made from the approved Plans.

ARTICLE 5

ENFORCEMENT

5.1 Deemed to Constitute a Nuisance. Every violation of this Declaration or any Owner hereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner or Permittee will be applicable against every such violation and may be exercised by Developer or an Owner. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing Owner or Owners will pay the reasonable attorneys fees of the prevailing Owner or Owners in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity will be cumulative and not exclusive. The failure to enforce any of the conditions, covenants, restrictions, or reservations herein contained will in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions, or reservations.

5.2 Enforcement of Maintenance Obligations. If, in Developer's opinion, any Owner or occupant of a Parcel has failed in any of its maintenance duties or responsibilities, then Developer may give such person written notice of such failure and such person will, within 10 days after receiving such notice, perform the care and maintenance required. Should any Owner fail to fulfill this duty and responsibility within such period, then Developer, through its authorized agent or agents, will have the right and power to enter onto the Parcel and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise, to any person. The Owners and occupants, as the case may be, of any Parcel on which such work is performed will promptly reimburse Developer for the cost of such work. If such Owner or occupant fails to reimburse Developer within 10 days after receipt of a statement for such work from Developer, or if any Owner fails to pay or reimburse Developer for such Owner's costs, including attorney fees, within 10 days after the receipt of a statement therefore, then said indebtedness will bear interest to Developer at the rate of three percent over the prime rate of interest announced from time to time in the Wall Street Journal (changing as said rate changes) on the amount of the assessment from the due date thereof through the date paid, together with all costs and expenses, including, but not limited to, attorneys' fees, incurred by Developer as a result of said default. Such debt will constitute a lien against that Parcel on which or for the benefit of which said work was performed which will bind such Parcel and the personal representatives and assigns of the Owner thereof. To evidence the aforesaid lien, Developer will prepare a written notice of said lien setting forth the amount of the unpaid indebtedness, the name of the Owner of such Parcel covered by such lien and a description of such Parcel. Such notice will be recorded in the Office of the Recorder of Porter County, Indiana. Such lien for nonpayment will attach from the date that such payment becomes delinquent and may be enforced by all available legal methods of collection including, but not limited to, the foreclosure of such lien by Developer in a like manner as a mechanic's lien on real

property, subsequent to the recording of a notice of lien as provided above, or Developer may institute suit against the Owner obligated to pay such charges and for the foreclosure of the aforesaid lien judicially.

ARTICLE 6

OPERATION OF THE CENTER

6.1 Uses.

6.1.2 No use shall be permitted in the Center which is inconsistent with the operation of a first-class retail Center or any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Center.

6.1.3 No Party shall use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its Parcel, or the Center, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (as hereinafter defined). Each party shall indemnify, protect, defend and hold harmless the other Parties from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including, but not limited to, costs of investigation, litigation, and remedial response arising out of any Hazardous Material used or permitted to be used by such Party, whether or not in the ordinary course of business.

For the purpose of this section, the term (i) "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

ARTICLE 7

DEVELOPER'S RESERVED EASEMENTS

7.1 Notwithstanding any provisions contained in this Declaration to the contrary, Developer hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any property in the Center, for the benefit of Developer, its successors, and assigns over, under, in, and on the Center without obligation and without charge to Developer, for the purposes of construction, installation, relocation, development, redevelopment, sale, maintenance, repair, replacement, use, and enjoyment and otherwise dealing with the Center and any other property now owned or which may in the future be owned or developed by Developer (such other property is herein referred to as "Additional Real Estate"). Provided that such rights will not materially diminish the amounts of the Owner's or access to or parking on Owner's Parcel. Subject to such exception, the reserved easement will

constitute a burden on the title to all or any portion of the Center and specifically includes, but is not limited to:

7.1.1 The right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Center; and the right to tie into any portion of the Center with driveways, parking areas, streets, and walkways; and the right to tie into and otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, cable television, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and over all or any portion of the development and

7.1.2 No rights, privileges, and easements granted or reserved herein will be merged into the title or any property within the Center, but will be held independent of such title, and no such right, privilege, or easement will be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Developer releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Center.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 **Duration.** This Declaration and the covenants, restrictions, charges, and liens set out herein will run with and bind the Real Estate, and will inure to the benefit of and be enforceable by Developer, and its legal representatives, successors, and assigns. Except as otherwise expressly set forth herein, this Declaration benefits only the land described in this Declaration, and there is no intention to the benefit any persons other than those having an interest in the Real Estate. The existence of easement rights or covenant rights in persons not owning or having an interest in the Real Estate will not confer on any such person, any right whatever to enforce the covenants, conditions and restrictions hereby created. This Declaration will continue and remain in full force and effect at all times with respect to the Real Estate and each part thereof (subject, however, to the right to amend the provisions hereof and to submit additional property to the covenants herein), until December 31, 2047, and thereafter for consecutive terms of 40 years unless this Declaration is terminated by the written approval of the Owners of 75% (based on acreage) or more of the Real Estate. Upon such termination, this Declaration and all provisions hereof, except easements, will expire and terminate as of such date without any further act or instrument by any party.

8.2 **Amendment.** So long as Developer has an interest in the Real Estate, this Declaration, any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of the Real Estate or any portion thereof, by Developer or by Developer; provided that any such change will not, in the reasonable judgment of Developer, materially and adversely affect the rights and obligations of the Owners. After Developer has no interest in the Real Estate, this Declaration, any provisions thereof, or any covenants, condition or restriction contained herein, may be terminated, extended,

modified or amended, as to the whole of the Real Estate or any portion thereof, by the Owners, provided that, except as hereinafter provided, such change is approved by the Owners of 75% (based on acreage) or more of the Real Estate. Notwithstanding the foregoing, no easement granted hereunder may be terminated other than by public dedication or a replacement thereof without the prior approval of all other Owners, provided, however, that any easement may be relocated as provided in this Declaration. No such termination, extension, modification or amendment will be effective until a proper instrument in writing has been executed by the requisite number of Owners, acknowledged and recorded in the Office of the Recorder of Porter County, Indiana.

8.3 Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration is or becomes illegal, null or void for any reason or will be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration will continue in full force and effect and will not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses or phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases will become or be illegal, null or void.

8.4 No Waiver. The failure of Developer or an Owner to enforce any provision herein contained will in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

8.5 Successors. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Real Estate, or any right to possess or occupy any premises situated therein, is and will be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired such interest or right. If any portion of the Real Estate will be acquired in lieu of foreclosure, or under the provisions of any deed of trust in the nature of a mortgage, or sold under foreclosure of any mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, personal representatives, successors or assigns will hold any such portion of the Real Estate subject to all the covenants, liens, and other provisions of this Declaration.

8.6 Right to Subdivide, Add Additional Real Estate, and Remove Real Estate. Developer reserves the right from time to time to subdivide and resubdivide portions of the Real Estate owned by it for the purpose of creating additional Parcels within the Real Estate without consent of any Owner. Further, Developer may permit the addition of land to the Real Estate by permitting the Owner of a parcel of land adjacent to the property, with the consent of Developer, to add such land to the Real Estate. Such land will be added to the Real Estate by recording in the Office of the Recorder of Porter County, Indiana, a declaration executed by Developer and the record Owner of such land, declaring such land to be subject to the terms, covenants and conditions of this Declaration and deemed to be a portion of the Real Estate, whereupon such additional land will be bound by the terms, covenants and conditions hereof. Upon the recording of such declaration, such record Owner will become and will thereafter be deemed a Developer hereunder. Additionally, Developer may, with the consent of 75% of the other Owners, remove land from the real estate affected by this Declaration and only if such removal does not

materially reduce the amounts of the Owner's or access to or parking on Owner's Parcel. Such land will be removed from the Real Estate by recording in the Office of the Recorder of Porter County, Indiana, a declaration executed by Developer and the record Owner of such land, declaring such land to be removed from, and no longer subject to, the terms, covenants and conditions of this Declaration, and no longer deemed to be a portion of the Real Estate, whereupon such additional land will no longer be bound by any of the terms, covenants and conditions hereof

8.7 Variances. Developer may, in its reasonable discretion, grant reasonable variances from the provisions of this Declaration, or any portion hereof, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; provided, however, that said variances will not, in the judgment to Developer, materially injure any of the Real Estate or improvements within the Real Estate, and will otherwise be subject to all applicable laws, ordinances, rules and regulations of any governmental agency or political subdivision having jurisdiction over the Real Estate. No variance granted pursuant to the authority granted herein will constitute a waiver of any provision of this Declaration as applied to any other person, Owner, or Parcel.

8.8 Notice. Any notice required or permitted to be given under this Declaration will be in writing and will be deemed to have been properly served when: (a) delivered in person and receipted for; (b) delivered by overnight or other courier; or (c) two days after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to an Owner at the Owner's last known address (which may include the address of such Owner's Parcel).

8.9 Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not be used in construing this Declaration or any part thereof.

8.10 Additional Restrictions. Developer hereby reserves the right, prior to any sale by Developer of any portion of the Real Estate, to impose additional covenants and restrictions concerning the manner of use and the permitted use of the portion of the Real Estate sold. Such additional covenants and restrictions may be set forth by way of a separate document or in the deed conveying such portion of the Real Estate and will be binding on such portion of the same as if such covenants and restrictions were set forth in this Declaration.

8.11 Singular and Plural. Words used herein, regardless of the number and gender specifically used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

8.12 Agency for Plats. So long as Developer is the Owner of any portion of the Real Estate, Developer, in its own capacity and as agent coupled with an interest for any or all of the other Owners, may at any time and from time to time prepare, present for approval by any or all appropriate governmental entities, execute, and record a plat, a re-plat, an amended plat, a corrective plat, or other similar survey or modification thereof, and may prepare, present for approval by any or all appropriate governmental entities, execute, and record any other documents with respect thereto. The execution of any such plat or other document by Developer

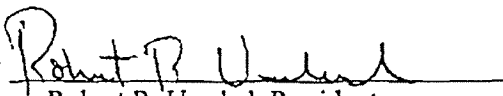
as agent of any Owner will, for all such purposes, be deemed to constitute the execution of such plat or other document by such Owner. This section will be construed to permit Developer, so long as Developer owns any portion of the Real Estate to present for approval and obtain approval by the appropriate governmental authorities and to effectuate the recording of any plat and any amendment thereto or re-platting thereof. Notwithstanding the foregoing, the agency rights granted to Developer pursuant to this section will be applicable only with respect to those Parcels which are owned by Owners other than Developer whereby: (a) the boundaries, setback lines, and easements over such Parcel will remain unchanged; and (b) the benefits of the Common Areas with respect to such Parcel will be substantially equivalent (although not necessarily precisely equal).

8.13 Developer Obligations. Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Parcel and becoming an Owner acknowledges and agrees, that Developer (including without limitation any assignee of the interest of Developer or Developer hereunder), nor any partner, manager, member, director, officer, or shareholder of Developer (or any partner, member, officer, director or shareholder in any such assignee) will have any personal liability to any Owner, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration.

8.14 Runs With Land. This Declaration will run with the Real Estate and be binding upon its successors and assigns of the Real Estate and shall benefit the lands of the Developer and Urschel Development Corporation, an Indiana corporation, which lands are located within the southeast quarter of the southeast quarter (1/4) of Section 12, Township 35 North, Range 6 west of the Second Principal Meridian in Porter County, Indiana.

IN WITNESS WHEREOF, Developer has entered this Declaration as of the date above.

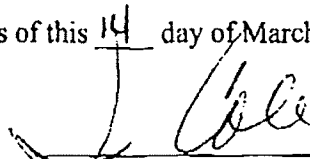
VALE PARK DEVELOPMENT, LLC
By: Urschel Development Corporation, Manager

By: 
Robert R. Urschel, President

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

The undersigned, a notary public in and for said County and Indiana, does hereby certify that Robert R. Urschel, personally known to me to be an authorized signer of the Vale Park Development, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signer, he signed and delivered the said instrument, pursuant to proper authority, as his free and voluntary act and deed, and as the free and voluntary act and deed of said Urschel Development Corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of this 14 day of March, 2008.



Notary Public
SUSAN COLE
Resident of LAKE CO.

My Commission Expires: 2/28/2016



This document prepared by: *AND RETURN TO:*
Todd A. Etzler
Burke Costanza & Cuppy LLP
57 Franklin Street, Ste. 203
Valparaiso, IN 46383

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Todd A. Etzler

Exhibit A
CENTER LEGAL DESCRIPTION

A parcel of land in the Southeast Quarter of Section 12, Township 35 North, Range 6 West of the Second Principal Meridian, and in the Southwest Quarter of Section 7, Township 35 North, Range 5 West of the Second Principal Meridian, in Porter County, Indiana, bounded and described as follows:

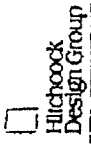
Commencing and beginning at a point on the West line of the Southwest Quarter of Section 7, Township 35 North, Range 5 West of the Second Principal Meridian, in Porter County, Indiana, which is 957.7 feet South of the Northwest corner of said Southwest Quarter; thence South 85 degrees 42 minutes 09 seconds East 546.35 feet; thence South 28 degrees 12 minutes 06 seconds West 224.14 feet; thence South 65 degrees 32 minutes 27 seconds East 180.0 feet to the Northwestern right-of-way of State Road 49 (said line being 30 feet by rectangular measurement from the centerline of said road); thence along said right-of-way line South 28 degrees 12 minutes 06 seconds West 88.25 feet to the point of curvature of a curve to the left with a radius of 3849.72 feet, a delta angle of 06 degrees 09 minutes 31 seconds, a chord distance of 413.60 feet (bearing South 25 degrees 07 minutes 21 seconds West), and an arc length of 413.80 feet to the point of tangency of said curve; thence continuing along said right-of-way line South 22 degrees 02 minutes 35 seconds West 41.48 feet to the point of curvature of a curve to the right with a radius of 5699.58 feet, a delta angle of 02 degrees 07 minutes 16 seconds, a chord distance of 210.99 feet (bearing South 23 degrees 06 minutes 13 seconds West), and an arc length of 211.00 feet to the point of tangency of said curve; thence continuing along said right-of-way line South 24 degrees 09 minutes 51 seconds West 229.00 feet; thence North 65 degrees 50 minutes 09 seconds West 438.00 feet; thence South 24 degrees 09 minutes 51 seconds West 90.69 feet; thence North 65 degrees 50 minutes 09 seconds West 282.00 feet; thence North 24 degrees 09 minutes 51 seconds East 318.65 feet to the point of curvature of a curve to the left with a radius of 4979.58 feet, a delta angle of 2 degrees 07 minutes 16 seconds, a chord distance of 184.34 feet (bearing North 23 degrees 06 minutes 13 seconds East), and an arc length of 184.34 feet to the point of tangency of said curve; thence North 22 degrees 02 minutes 35 seconds East 41.48 feet to the point of curvature of a curve to the right with a radius of 4569.72 feet, a delta angle of 6 degrees 09 minutes 31 seconds, a chord distance of 490.95 feet (bearing North 25 degrees 07 minutes 21 seconds East), and an arc length of 491.19 feet to the point of tangency of said curve; thence North 28 degrees 12 minutes 06 seconds East 62.21 feet; thence South 85 degrees 42 minutes 09 seconds East 44.65 feet to the point of beginning.

Excepting therefrom the following:

A parcel of land in the Southwest $\frac{1}{4}$ of Section 7, Township 35 North, Range 5 West of the Second Principal Meridian bounded and described as follows:

Commencing at a point on the West line of said Southwest $\frac{1}{4}$ which is 957.7 feet South of the Northwest corner of said Southwest $\frac{1}{4}$; thence South 85 degrees 42 minutes 09 seconds East 742.82 feet to the Northwestern right-of-way line of State Road 49 (said line being 30 feet by rectangular measurement from the centerline of said road), thence along said right-of-way line South 28 degrees

12 minutes 06 seconds West 380.25 feet to the point of curvature of a curve to the left with a radius of 3549.72 feet, a delta angle of 6 degrees 09 minutes 31 seconds, a chord distance of 413.60 feet (bearing South 25 degrees 07 minutes 21 seconds West), and an arc length of 413.80 feet to the point of tangency of said curve, thence continuing along said right-of-way line South 22 degrees 02 minutes 35 seconds West 41.48 feet to the point of curvature of a curve to the right with a radius of 5699.58 feet, a delta angle of 2 degrees 07 minutes 16 seconds, a chord distance of 210.99 feet (bearing South 23 degrees 06 minutes 13 seconds West), and an arc length of 211.00 feet to the point of tangency of said curve, thence continuing along said right-of-way line South 24 degrees 09 minutes 51 seconds West 209.00 feet; thence North 65 degrees 50 minutes, 09 seconds West, a distance of 55.00 feet to the point of beginning; thence continuing North 65 degrees 50 minutes 09 seconds West, a distance of 140.00 feet, thence North 24 degrees 09 minutes 51 seconds East, a distance of 150.00 feet; thence South 65 degrees 50 minutes 09 seconds East, a distance of 140.00 feet; thence South 24 degrees 09 minutes 51 seconds West, a distance of 150.00 feet to the point of beginning, subject to all existing easements and rights-of-way.



**Hitchcock
Design Group**
211 West Jefferson Avenue
Indianapolis, Indiana 46202
P 317.941.1737
F 317.941.1925

PREPARED FOR

**Burke Costanza
& Cuppy**
311 Franklin, Suite 200
Westfield, IN 46085-5970

PROJECT

**Cumberland
Crossing**
Valparaiso, Indiana

PROJECT NUMBER
91-0743-01-01-03

CONVALLANTS

Engineering
D.L.E.
2011 International Boulevard
Westfield, IN 46084

Construction
Fence and Street Construction
1421 Cumberland Crossing
Valparaiso, IN 46086

DESIGNED
October 20, 2007

REVISED

No. Date

1. 01/10/08

2. 01/10/08

3. 01/10/08

4. 01/10/08

5. 01/10/08

6. 01/10/08

7. 01/10/08

8. 01/10/08

9. 01/10/08

10. 01/10/08

11. 01/10/08

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27. 01/10/08

28. 01/10/08

29. 01/10/08

30. 01/10/08

31. 01/10/08

32. 01/10/08

33. 01/10/08

34. 01/10/08

35. 01/10/08

36. 01/10/08

**Development
Plan**

SCALE IN FEET

1" = 40'

0' 20' 40' 80' 120' 160'

NORTH

0' 20' 40' 80' 120' 160'

0' 20' 40' 80' 120' 160'

0' 20' 40' 80' 120' 160'

0' 20' 40' 80' 120' 160'

0' 20' 40' 80' 120' 160'

0' 20' 40' 80' 120' 160'

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0' 20' 40' 80' 120' 160'

0' 20' 40' 80' 120' 160'

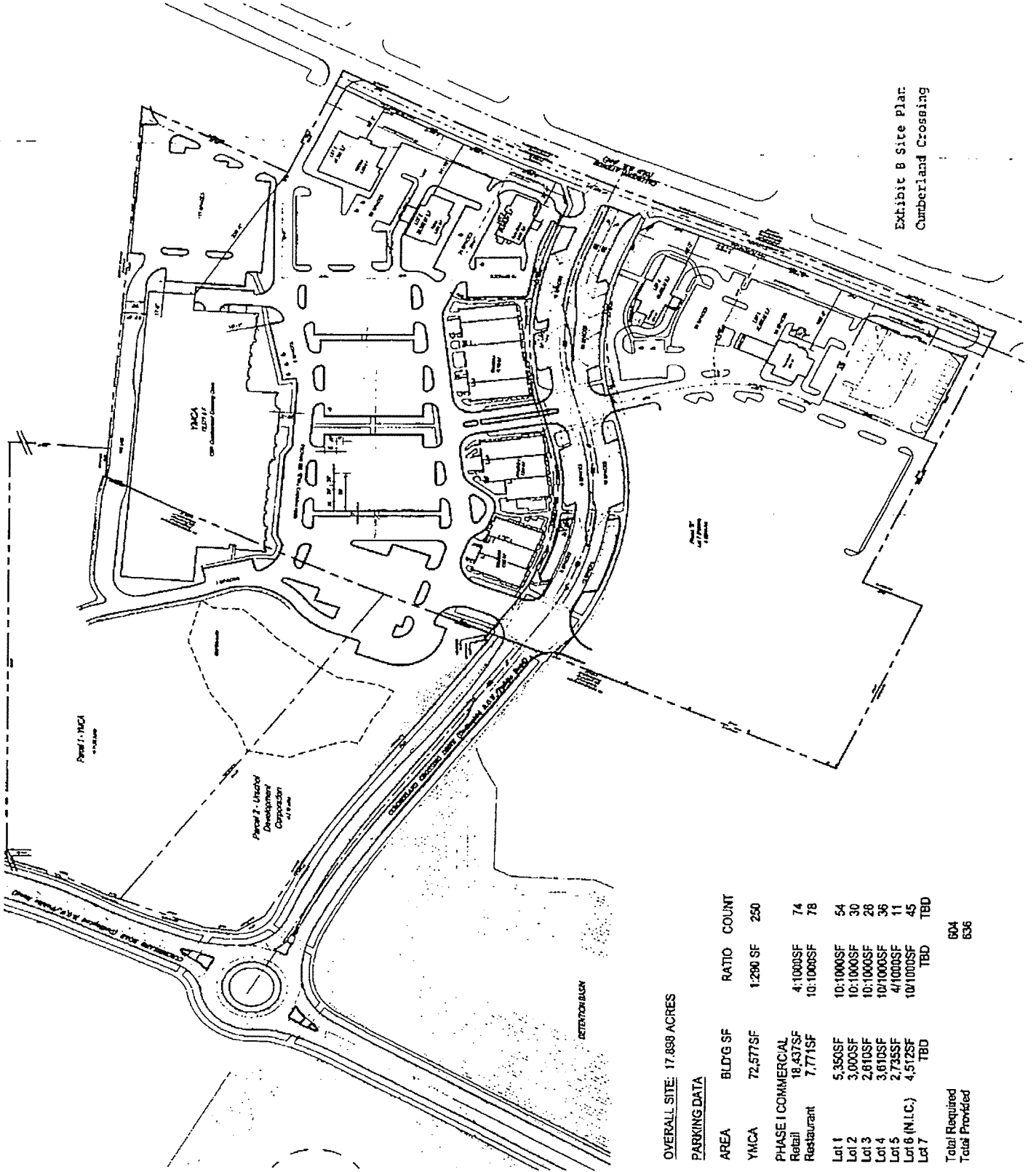
0' 20' 40' 80' 120' 160'

Exhibit B Site Plan:
Cumberland Crossing

OVERALL SITE: 17.898 ACRES

PARKING DATA

AREA	BLDG SF	RATIO	COUNT
YMCA	72,577 SF	1:296 SF	250
PHASE I COMMERCIAL			
Retail	18,437 SF	4:1,000 SF	74
Restaurant	7,771 SF	10:1,000 SF	78
Lot 1	5,350 SF	10:1,000 SF	54
Lot 2	3,000 SF	10:1,000 SF	30
Lot 3	2,810 SF	10:1,000 SF	28
Lot 4	3,610 SF	10:1,000 SF	36
Lot 5	2,735 SF	4:1,000 SF	11
Lot 6 (N.I.C.)	4,512 SF	10:1,000 SF	45
Lot 7	TBD	TBD	TBD
Total Required			604
Total Provided			636



DESCRIPTION OF PROPERTY:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN AND IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, ALL IN THE CITY OF VALPARAISO, PORTER COUNTY, INDIANA, SAID PARCEL BEING A PART OF THOSE LANDS DESCRIBED IN PORTER COUNTY DOCUMENTS 2006-015485, 2007-036323, AND DEED RECORD 238, PAGE 538, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 7;

THENCE SOUTH 00 DEGREES 14 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 957.70 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF PARCEL B OF SAID DOCUMENT 2006-015485;

THENCE SOUTH 85 DEGREES 42 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 546.35 FEET;

THENCE SOUTH 28 DEGREES 12 MINUTES 06 SECONDS WEST 224.14 FEET;

THENCE SOUTH 65 DEGREES 32 MINUTES 27 SECONDS EAST 180.0 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROAD 49 (SAID LINE BEING 30 FEET BY RECTANGULAR MEASUREMENT FROM THE CENTERLINE OF SAID ROAD);

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 28 DEGREES 12 MINUTES 06 SECONDS WEST 88.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 3849.72 FEET, A DELTA ANGLE OF 8 DEGREES 09 MINUTES 31 SECONDS, A CHORD DISTANCE OF 413.80 FEET (BEARING SOUTH 25 DEGREES 07 MINUTES 21 SECONDS WEST), AND AN ARC LENGTH OF 413.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 22 DEGREES 02 MINUTES 35 SECONDS WEST 41.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 02 DEGREES 07 MINUTES 16 SECONDS, A CHORD DISTANCE OF 210.99 FEET (BEARING SOUTH 23 DEGREES 06 MINUTES 13 SECONDS WEST), AND AN ARC LENGTH 211.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST 249.00 FEET;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST, A DISTANCE OF 438.00 FEET;

THENCE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST 69.50 FEET, MORE OR LESS, TO A NORTHERLY LINE OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED TO URSCHEL DEVELOPMENT CORP., AN INDIANA CORPORATION, RECORDED OCTOBER 14, 1975, IN DEED RECORD 282, PAGE 2, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 282.00 FEET;

THENCE NORTH 24 DEGREES 09 MINUTES 51 SECONDS EAST 317.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS 4979.59 FEET, A DELTA ANGLE OF 2 DEGREES 07 MINUTES 16 SECONDS, A CHORD DISTANCE OF 184.34 FEET (BEARING NORTH 23 DEGREES 06 MINUTES 13 SECONDS EAST), AND AN ARC LENGTH OF 184.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE NORTH 22 DEGREES 02 MINUTES 35 SECONDS EAST 16.55 FEET TO THE NORTH LINE OF AN EASEMENT DOCUMENT 2008-024349;

THENCE NORTH 53 DEGREES 57 MINUTES 14 SECONDS WEST A DISTANCE OF 14.78 FEET;

THENCE SOUTH 36 DEGREES 02 MINUTES 46 SECONDS ALONG A NORTHERLY LINE OF SAID EASEMENT A DISTANCE OF 6.00 FEET;

THENCE NORTH 53 DEGREES 57 MINUTES 14 SECONDS ALONG SAID NORTH LINE A DISTANCE OF 95.09 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 06 SECONDS EAST A DISTANCE OF 155.60 FEET TO THE SOUTHERLY LINE OF THAT LAND DESCRIBED IN DOCUMENT 2007-036323;

THENCE SOUTH 53 DEGREES 57 MINUTES 14 SECONDS EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 40.93 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 06 SECONDS EAST A DISTANCE OF 60.59 FEET;

THENCE NORTH 48 DEGREES 54 MINUTES 25 SECONDS EAST A DISTANCE OF 40.93 FEET TO A POINT OF TANGENT CURVE;

THENCE 81.01 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 84.75 FEET, AND A CHORD BEARING NORTH 18 DEGREES 13 MINUTES 41 SECONDS EAST A DISTANCE OF 77.96 FEET TO A POINT OF TANGENCY OF SAID CURVE;

THENCE NORTH 15 DEGREES 13 MINUTES 37 SECONDS WEST A DISTANCE OF 203.26 FEET;

THENCE NORTH 60 DEGREES 33 MINUTES 07 SECONDS EAST A DISTANCE OF 37.21 FEET;

THENCE SOUTH 51 DEGREES 53 MINUTES 32 SECONDS EAST A DISTANCE OF 32.79 FEET;

THENCE SOUTH 87 DEGREES 19 MINUTES 54 SECONDS EAST A DISTANCE OF 160.92 FEET;

THENCE SOUTH 75 DEGREES 26 MINUTES 05 SECONDS EAST A DISTANCE OF 72.22 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 20.171 ACRES, MORE OR LESS,

EXCLUDING THEREFROM THAT LAND DESCRIBED IN PORTER COUNTY DOCUMENTS 2006-005464 AND 2008-008206, SAID LAND BEING IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF VALPARAISO, PORTER COUNTY, INDIANA, SAID LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 7;

THENCE SOUTH 00 DEGREES 14 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 957.70 FEET TO THE NORTH LINE OF PARCEL B OF PORTER COUNTY DOCUMENT 2006-015485;

THENCE SOUTH 85 DEGREES 42 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 546.35 FEET;

THENCE SOUTH 28 DEGREES 12 MINUTES 06 SECONDS WEST 224.14 FEET;

THENCE SOUTH 65 DEGREES 32 MINUTES 27 SECONDS EAST 180.0 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROAD 49 (SAID LINE BEING 30 FEET BY RECTANGULAR MEASUREMENT FROM THE CENTERLINE OF SAID ROAD);

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 28 DEGREES 12 MINUTES 06 SECONDS WEST 88.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 3849.72 FEET, A DELTA ANGLE OF 08 DEGREES 09 MINUTES 31 SECONDS, A CHORD DISTANCE OF 413.80 FEET (BEARING SOUTH 25 DEGREES 07 MINUTES 21 SECONDS WEST), AND AN ARC LENGTH OF 413.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 22 DEGREES 02 MINUTES 35 SECONDS WEST 41.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 02 DEGREES 07 MINUTES 16 SECONDS, A CHORD DISTANCE OF 210.99 FEET (BEARING SOUTH 23 DEGREES 06 MINUTES 13 SECONDS WEST), AND AN ARC LENGTH 211.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST 249.00 FEET;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST A LONG SAID SOUTHERLY LINE A DISTANCE OF 10.60 FEET TO THE WESTERLY CORNER OF SAID LAND;

THENCE NORTH 24 DEGREES 09 MINUTES 51 SECONDS EAST A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT LAND DESCRIBED IN PORTER COUNTY DOCUMENT 2008-005464;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 140.00 FEET TO THE WESTERLY CORNER OF SAID LAND;

THENCE NORTH 24 DEGREES 09 MINUTES 51 SECONDS EAST A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT LAND DESCRIBED IN PORTER COUNTY DOCUMENT 2008-008206;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST A LONG SAID SOUTHERLY LINE A DISTANCE OF 10.60 FEET TO THE WESTERLY CORNER OF SAID LAND;

THENCE NORTH 24 DEGREES 09 MINUTES 51 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LAND A DISTANCE OF 28.73 FEET;

THENCE 115.86 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 249.00 FEET, AND A CHORD BEARING NORTH 10 DEGREES 49 MINUTES 54 SECONDS EAST A DISTANCE OF 114.84 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE 92.95 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT ALONG THE NORTHERLY LINE OF SAID LAND, SAID CURVE HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING SOUTH 87 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 90.65 FEET TO A POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 65 DEGREES 34 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 116.84 FEET TO THE EAST CORNER OF SAID LAND;

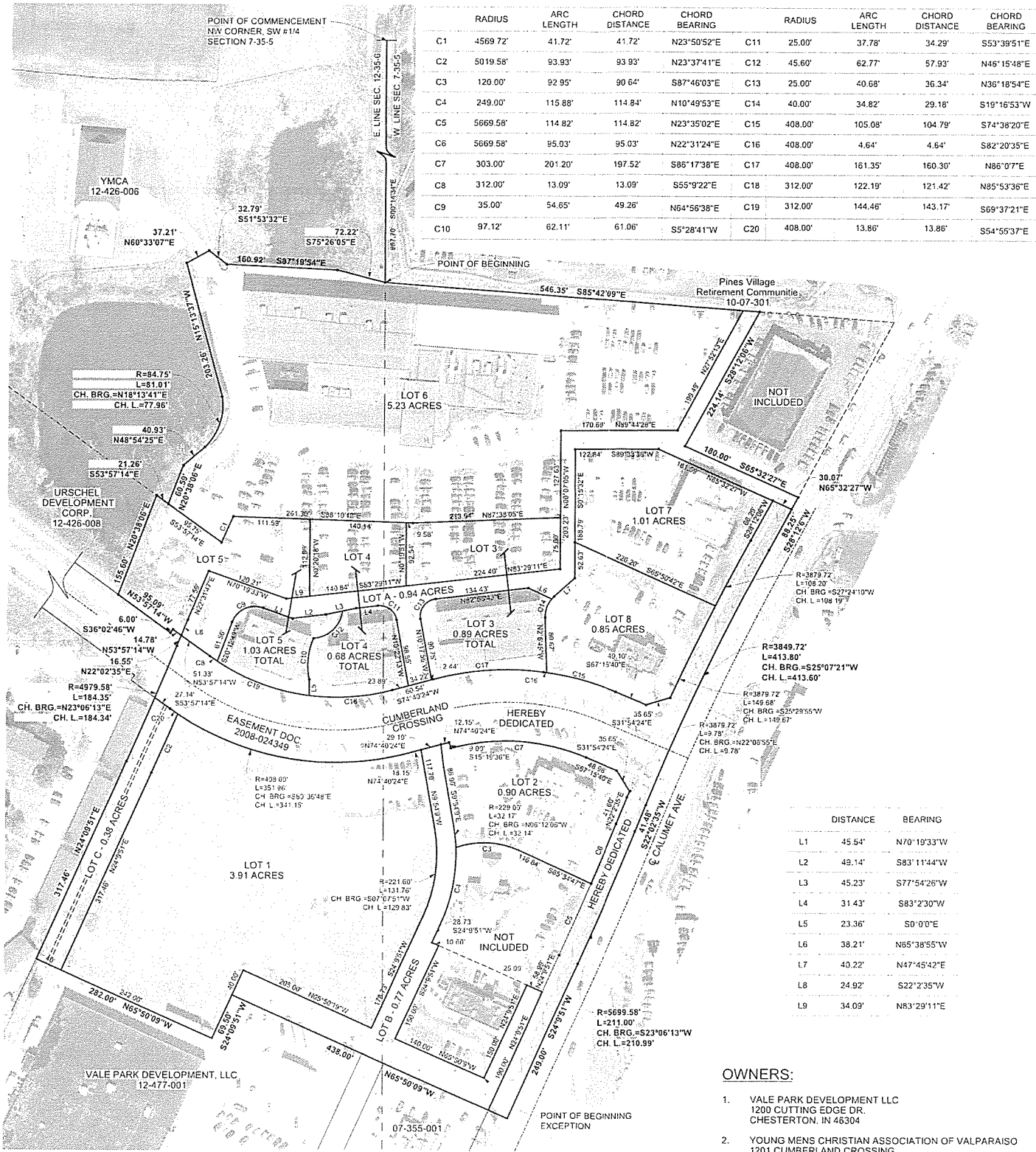
THENCE ALONG THE EASTERLY LINE OF SAID LAND 114.82 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5699.58 FEET, AND A CHORD BEARING SOUTH 23 DEGREES 35 MINUTES 02 SECONDS WEST A DISTANCE OF 114.82 FEET TO A POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST A DISTANCE OF 59.00 FEET TO THE SOUTH CORNER OF SAID LAND;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 25.00 FEET ALONG THE SOUTHERLY LINE OF SAID LAND TO THE EASTERLY CORNER OF THAT LAND DESCRIBED IN PORTER COUNTY DOCUMENT 2006-005464;

THENCE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LAND A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION, SAID EXCEPTION CONTAINING 1.206 ACRES MORE OR LESS, AND THE REMAINING LAND THEREFORE CONTAINING 18.965 ACRES, MORE OR LESS.

PRIMARY PLAT OF SUBDIVISION
CUMBERLAND CROSSING
SUBDIVISION



OWNERS:

- VALE PARK DEVELOPMENT LLC
1200 CUTTING EDGE DR.
CHESTERTON, IN 46304
- YOUNG MENS CHRISTIAN ASSOCIATION OF VALPARAISO
1201 CUMBERLAND CROSSING
VALPARAISO, IN 46383
- URSCHEL DEVELOPMENT CORP
DAN MARCHETTI CFO URSCHEL LABS
1200 CUTTING EDGE DR.
CHESTERTON, IN 46304

Plan Commission Certification

Pursuant to the Section 15.800 of the Unified Development Ordinance of the City of Valparaiso, Indiana, this Subdivision

Plan has been approved by the Plan Commission at a meeting held on _____, 20____.

Vicki Thrasher Building Commissioner

Tim Burkman Engineering Director

Tyler Kent Planning Director

Owner's Certificate

We, the undersigned, Vale Park Development, LLC, Young Mens Christian Association of Valparaiso, and Urschel Development Corporation, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided said real estate in accordance with the attached plat. This subdivision shall be known and designated as Cumberland Crossing Subdivision. All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public. There are strips of ground of various widths shown on this plat and labeled as easements for various purposes. Utility easements are reserved for the use of public utilities for the installation of mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. Drainage easements are reserved for the use of the City and/or the property owners to provide for the construction, maintenance, and operation of drainage conduits, swales, channels, overflows, detention basins, or other runoff management facilities. No permanent or other structures are to be erected or maintained upon said easements. Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of the owners of other lots in this subdivision.

Witness our Hands and Seals this _____ day of _____, 20____.

Urschel Development Corporation

STATE OF INDIANA }
COUNTY OF PORTER } JSS.

Before me, a Notary Public, in and for the said County and State, personally appeared _____ and acknowledged the execution

of the foregoing as his voluntary act and deed on this _____ day of _____, 20____.

Notary Public

Printed Name

My Commission Expires: _____

Witness our Hands and Seals this _____ day of _____, 20____.

Young Men's Christian Association of Valparaiso, Indiana Inc., an Indiana nonprofit corporation

STATE OF INDIANA }
COUNTY OF PORTER } JSS.

Before me, a Notary Public, in and for the said County and State, personally appeared _____ and acknowledged the execution of

the foregoing as his voluntary act and deed on this _____ day of _____, 20____.

Notary Public

Printed Name

My Commission Expires: _____

Witness our Hands and Seals this _____ day of _____, 20____.

President Vale Park Development, LLC

STATE OF INDIANA }
COUNTY OF PORTER } JSS.

Before me, a Notary Public, in and for the said County and State, personally appeared _____ and acknowledged the execution of

the foregoing as his voluntary act and deed on this _____ day of _____, 20____.

Notary Public

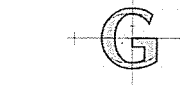
Printed Name

My Commission Expires: _____

SURVEYOR'S CERTIFICATION

I, Gregg L. Heinzman, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that to the best of my knowledge, this plat conforms to the requirements of the City of Valparaiso Unified Development Ordinance, and the Standards Manual; that the markers and monuments shown on the plat actually exist; and that their location size and type are accurately shown.

Gregg L. Heinzman, Professional Land Surveyor
State of Indiana License No. LS29700020



Garcia Consulting Engineers

7501 Indianapolis Blvd.
Hammond, IN
Ph: 219.989.1954
Toll Free: 866.989.1954
Fax: 219.989.3322

201 N. Illinois St.
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Indianapolis, IN
317.610.3280



www.garcia-consulting.com

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FIELD VERIFICATION

CONTRACTOR SHALL FIELD VERIFY ALL REQUIRED DIMENSIONS AND CONDITIONS AT THE JOB SITE AND NOTIFY ARCHITECT AND/OR ENGINEER OF ANY DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE THESE DRAWINGS.

○ PFF = IRON PIPE FOUND

(m) = MEASURED DIMENSION

(p) = PLAT DIMENSION

DATE: 9/14/2018

PROJECT No: urschel-11-1115 A

DRAWN: NAC CHECKED: GLH

FILE NAME: 2018 0423 Cumberland Crossing Overall Plat Plan

REVISION DESCRIPTION DATE

Cumberland Crossing

Prepared for:
Urschel Development Corp.

907 Vale Park Road
Valparaiso, IN 46383

Plat of Subdivision

SHEET 1 OF 1

SUBMISSION AND FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS

CUMBERLAND CROSSING

Vale Park Development, LLC, an Indiana limited liability company ("**Developer**"), by and through its undersigned Manager, makes as of this 21st day of November, 2017 this Submission and First Amendment to Declaration of Covenants, Easements, and Restrictions ("**First Amendment**").

RECITALS

A. Developer made that certain Declaration of Covenants, Easements, and Restrictions as of March 14, 2008 and recorded on March 26, 2008 as Document No. 2008-008265 in the Office of the Recorder of Porter County, Indiana (the "**Declaration**");

B. Pursuant to the Declaration, the Developer has the right to terminate, extend, modify, or amend the Declaration so long as Developer has an interest in the Real Estate; and

C. As of the date of its execution of this First Amendment, the Developer has an interest in the Real Estate and, through this First Amendment, wishes to submit additional land to the Declaration and extend the application of the Declaration to such land and otherwise modify and amend the Declaration;

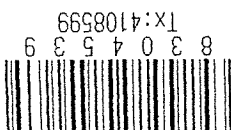
D. The land described on Exhibit "A-1" attached hereto and made a part hereof (the "**Additional Real Estate**") is adjacent and contiguous to the Center, and Developer wishes to submit it to the Declaration.

NOW THEREFORE, Developer amends the Declaration as follows:

1. **Recitals and Defined Terms.** The foregoing Recitals are restated in this Section 1 as though they were fully set forth herein and are hereby made a part of this First Amendment. Capitalized terms appearing in this First Amendment, unless otherwise specified, shall have the same meanings as those given to them in the Declaration.

2. **Submission of Additional Real Estate.** Developer submits the Additional Real Estate to the Declaration, thereby amending the term "**Real Estate**," as defined in the Declaration, to include both the Real Estate and the Additional Real Estate. Subject to this First Amendment, the Additional Real Estate shall be included in the Center and encumbered and regulated by the Declaration as if the Additional Real Estate had initially been a part of the Real Estate. Developer accepts this submission.

3. **Plat.** The Plat, as defined in the Declaration, shall include both that plat attached to the Declaration as Exhibit "B" (the "**Original Plat**") together with that attached hereto as Exhibit "B-1" (the "**South Area Plat**"). Collectively, the Original Plat and the South Area Plat, together with any future amendments and modifications as may be properly approved, shall constitute the "**Plat**."



4. Amended and Restated Provisions. Certain provisions of the Declaration are hereby amended as restated as follows:

4.1. Section 2.2. Restrictions on Parking and Obstruction of Traffic. No Owner will alter the access ways or parking areas on its Parcel without the consent of the Developer, which consent will not be unreasonably withheld so long as the access ways are not diminished. No Owner or Occupant will permit parking on any public street or any private driveway unless approved by the City in the case of a public street or by the Developer in the case of a private driveway. In the event any Owner or Occupant intends to occupy any part of a private driveway for temporary staging or construction purposes ("Temporary Staging Activity"), such Owner or Occupant shall deliver written notice of its intentions to Developer no later than fifteen (15) calendar days prior to the onset of any such Temporary Staging Activity. Within fifteen (15) calendar days following Developer's receipt of such notice, Developer shall deliver its written response to such Owner or Occupant in which Developer grants or withholds its permission for such Temporary Staging Activity. If, after more than fifteen (15) days elapse following Developer's actual receipt of such notice, which the Owner or Occupant must demonstrate through a return receipt or other proof of deliver, and Developer has failed or refused to respond to such notice, Developer will be deemed to have granted permission for such Temporary Staging Activity. Except as may be further limited within such written notice to Developer, no Temporary Staging Activity shall endure for a continuous period exceeding one hundred eighty (180) calendar days. Each Owner and Occupant will provide adequate off-street parking on its Parcel for its agents, employees and invitees, in compliance with applicable governmental authority parking ratio requirements for its particular use, and will require its agents, employees or invitees to park in the spaces so provided. No Owner or Occupant will permit any of its Permittees to obstruct any Access Route so as to interfere with or restrict ingress, egress, or the passage of motor vehicles or pedestrians. No Owner or Occupant will permit any of its Permittees to park on any portion of the access ways, except where designated as parking areas by Developer.

4.2. Section 2.4.1 Maintenance and Repair. Each Owner will maintain, or cause to be maintained, at its sole cost and expense, the Common Area, parking area, access ways, sidewalks, and landscaping areas on its Parcel ("**Owner's Common Areas**") in a slightly, safe condition and good state of repair. Similarly, each Owner will cause to be maintained, through Developer or Developer's agent or designee, all Common Areas on any Parcel owned by Developer or its agent, designee, or grantee and reserved or demarcated in such a way as to be used for parking, access, sidewalks, landscaping, or for such other use as may benefit all Owners as users or occupants within the Center ("**Developer's Common Areas**"). Developer or Developer's agent, designee, or grantee shall account for costs and expenses incurred in the maintenance of all Developer's Common Areas, and each Owner shall pay, reimburse, and contribute to Developer or Developer's agent, designee, or grantee such amounts in a proportion equal to that of such Owner's Parcel, measured in area, in relation to the cumulative areas of all Owners' Parcels within the Center, excepting therefrom the Developer's Common Areas. Any unimproved area shall be mowed and kept free of litter and refuse. The minimum standard of maintenance for the Owner's Common Areas shall be comparable to the standard of maintenance followed by the Developer in maintaining all Developer's Common Areas. All improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of the Center as a whole as approved by Developer. Such operation, maintenance, and repair obligation shall include, but not be limited to the following:

2.4.1.1 Drive and Parking Areas. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resurfacing and, when necessary, the parking areas to be striped and resealing.

2.4.1.2 Debris and Refuse. Periodically removing papers, debris, filth, refuse, ice and snow, including vacuuming and broom sweeping to the extent necessary to keep the area in a first-class, clean, and orderly condition.

2.4.1.3 Directional Signs and Markers. Maintaining, cleaning, and replacing any appropriate directional, stop, or handicap signs or markers; restriping parking lots and drive lanes as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas, and pedestrian crosswalks.

2.4.1.4 Lighting. Maintaining, cleaning, and replacing lighting facilities, including light standards, wires, conduits, lamps, ballast, and lenses, and circuit breakers.

2.4.1.5 Landscaping. Maintaining and replacing all landscape plantings, trees and shrubs on a Parcel in a live and thriving condition consistent with the landscape plan of the balance of the Center as maintained by the Developer, trimmed and weed free; maintaining and replacing landscape planters, including those adjacent to the exterior walls of buildings.

2.4.1.6 Sidewalks. Maintaining, cleaning, and replacing sidewalks, including those adjacent and contiguous to buildings located within the center.

2.4.1.7 Shipping and Refuse. Maintaining, cleaning, and replacing any exterior shipping/receiving dock area; any truck ramp or truck parking area; any recycling center or similar designated area for the collection of items intended for recycling; and any refuse, compactor, or dumpster area.

4.3. Section 3.7. Restriction. No Owner other than Developer shall grant any easement for the purpose set forth in this Article for the benefit of any property not within the Center; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements by an Owner to governmental or quasi-governmental authorities or to public utilities with the prior written consent of Developer, which consent Developer may withhold for any or no reason within Developer's sole and absolute discretion.

4.4. Section 4.1.4. In connection with any construction, reconstruction, repair or maintenance on its Parcel, subject to the approval of Developer, each Owner reserves the right to create a temporary staging and storage area in the parking area and drives on its Parcel at such location as will not unreasonably interfere with access between such Parcel and the other areas of the Center. The Owner creating such temporary staging and storage area in the parking area and drives on its Parcel shall reasonably maintain the temporary staging and storage area in a sightly condition. Prior to the commencement of any work which requires the establishment of a staging and storage area on its Parcel, an Owner shall give the Developer at least 30 days prior written notice of the proposed location, and if substantial work is to be performed, the constructing Owner shall, at the request of any Developer, fence off the staging and storage area. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Parcel, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon the constructing Owner's Parcel or other construction access points mutually agreed to by the Developer. Upon completion of such work, the constructing Owner shall restore the affected areas to a condition equal to or better than that existing prior to commencement of such work.

4.5. Section 4.2.3. All sidewalks and pedestrian aisles shall be comprised of concrete or other materials previously approved in writing by Developer; the automobile parking areas, drives and access roads shall be designed in conformity with the recommendations of a registered soils engineer approved by the Developer, and which shall require the installation of a suitable base and the surfacing with an asphaltic concrete or concrete wearing material. All parking areas and drives shall be designed in conformity with recommendations of a registered civil engineer licensed and in good standing in the State of Indiana and approved by Developer.

4.6. Section 6.1.2. No use shall be permitted in the Center which is inconsistent with the operation of a first-class retail and multi-use Center or any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Center. Notwithstanding the foregoing, the owner of Lot 4 may use and occupy such lot as (a) a coffee store or (b) any other lawful retail or restaurant use, including, without limitation, the sale of beer and wine, which does not conflict with any restrictions in this Declaration. In addition, (i) reasonable coffee odors associated with the use of Lot 4 as a coffee store will not be deemed a violation of this Declaration and (ii) Developer represents and warrants to any future owner or occupant of Lot 4 that the use defined herein as a coffee store is consistent with the operation of a first class retail center, as defined in the Declaration, provided that such coffee store operation is consistent with the level of operations at a typical coffee store operated by Starbucks or a similar operator.

4.7. Section 8.14. Runs With Land. This Declaration will run with the Real Estate and be binding upon its successors and assigns of the Real Estate and shall benefit the lands of the Developer and Urschel Development Corporation, an Indiana corporation, or either of them, which lands are located within the southeast quarter of the southeast quarter (¼) of Section 12, Township 35 North, Range 6 west of the Second Principal Meridian in Porter County, Indiana.

5. Additional Provisions. The following provisions are hereby added to the Declaration.

5.1. Section 1.7. Building. A "Building" shall mean a structure that has a roof and walls, and which is intended to shelter people, animals, property, or business activity, and includes any structure used or intended to be used for supporting or sheltering a use or occupancy. The term "building" shall be construed as if it were followed by the words "or part or parts thereof and all equipment therein," and shall include signs, parapets, antennae, heating and air conditioning equipment, roof fixtures, and all improvements attached or appurtenant thereto.

5.2. Section 4.2.7. No Building constructed or located upon any of Lots 2, 3, or 4, as shown on the South Area Plat, shall exceed a total height of twenty (20) feet as measured from the lowest horizontal surface within ten (10) feet surrounding the base of the exterior walls of such Building.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Developer has executed this document on this 22nd day of NOVEMBER, 2017.

Developer: Vale Park Development, LLC

By: Urschel Development Corp., its Manager

By: [Signature]
Patrick C. Urschel, President

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

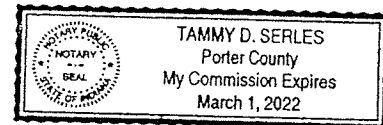
On this 22 day of November, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patrick C. Urschel, as President of Urschel Development Corp., the Manager of Vale Park Development, LLC, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Tammy D. Serles
_____, Notary Public

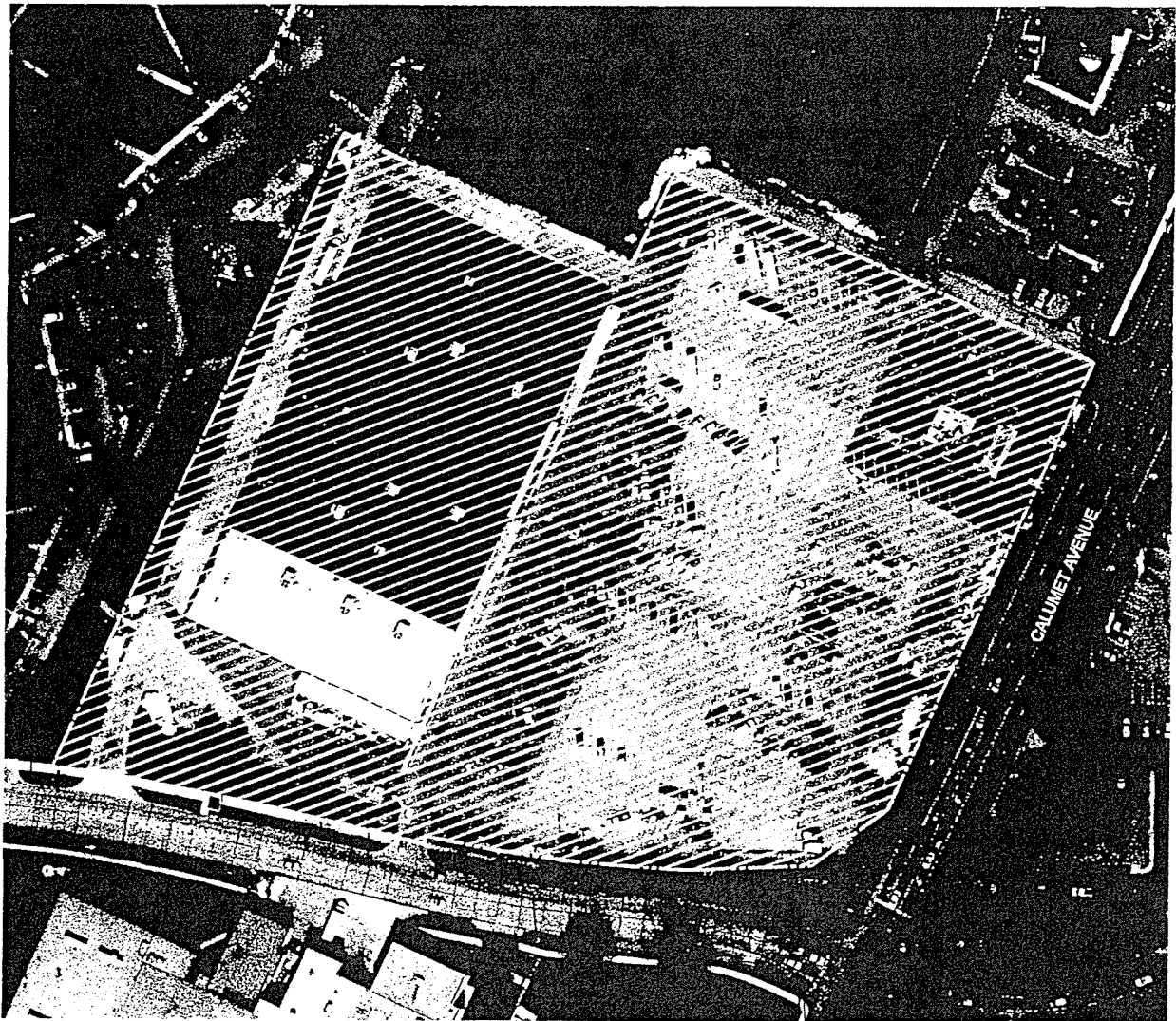
My Commission Expires: March 1, 2022

My County of Residence: Porter



This instrument prepared by:
Jon A. Schmaltz
Burke Costanza & Carberry LLP
156 Washington Street
Valparaiso, Indiana 46383-5670

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.
Jon A. Schmaltz



© 2014 Garcia Consulting



Garcia Consulting Engineers

EXHIBIT A
GROUND LEASE PREMISES
399,678 SF (9.18 AC)

EXHIBIT A-1

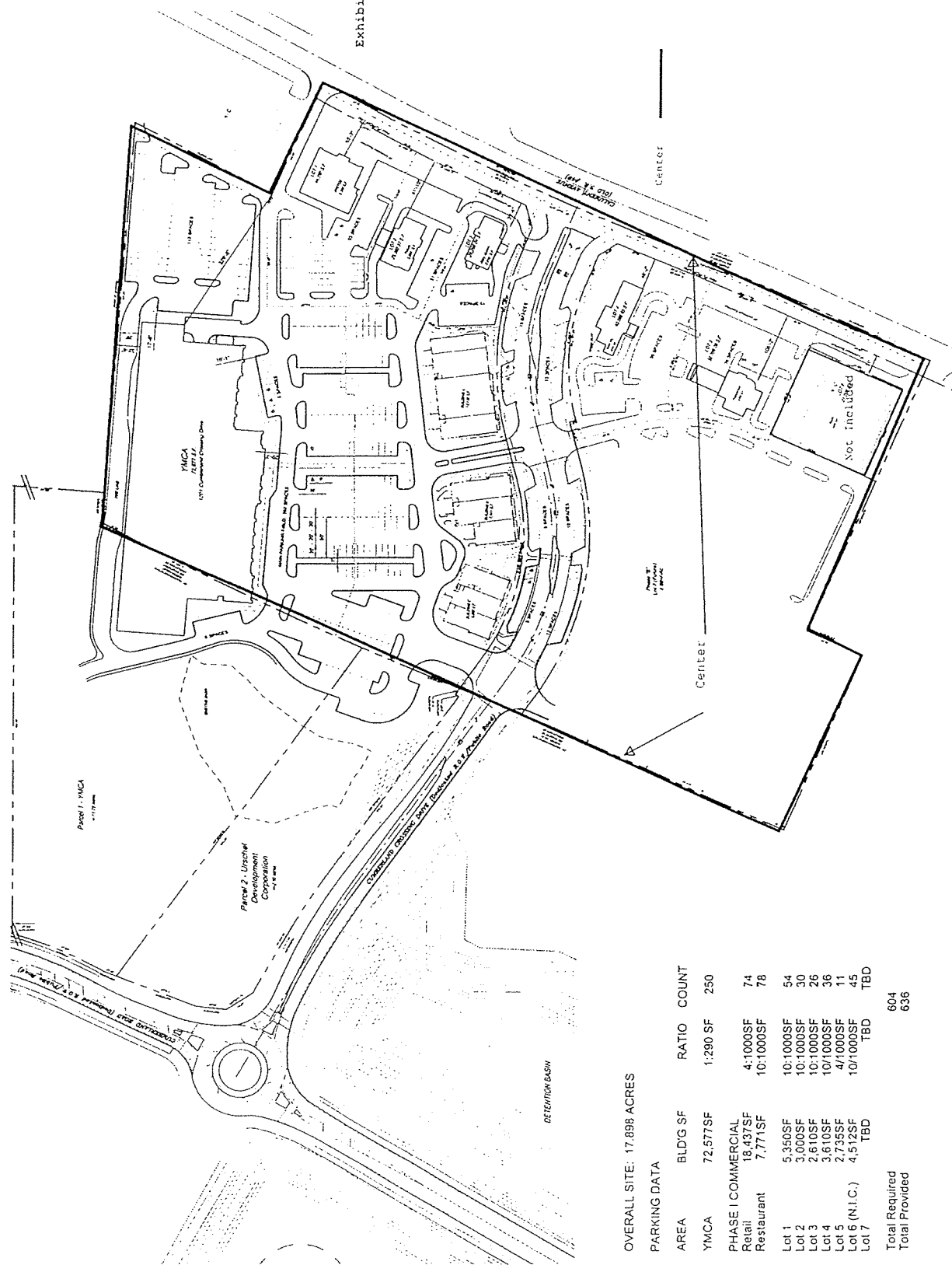
Exhibit A

A parcel of land in the Southwest Quarter of Section 7, Township 35 North, Range 5 West of the Second Principal Meridian and in the Southeast Quarter of Section 12, Township 35 North, Range 6 West of the Second Principal Meridian bounded and described as follows:

Commencing at a point on the West line of said Southwest Quarter which is 957.7 feet south of the Northwest corner of said Southwest Quarter; thence South 85 degrees 42 minutes 09 seconds East, 742.82 feet to the Northwestern right-of-way line of Calumet Avenue (said line being 30 feet by rectangular measurement from the centerline of said road); thence along said right-of-way line South 28 degrees 12 minutes 06 seconds West, 380.25 feet to a point of curvature; thence along said right-of-way 413.80 feet southwesterly along a curve being concave to the southeast, having a radius of 3849.72 feet, the chord of which bears South 25 degrees 07 minutes 21 seconds West, 413.60 feet to the point of tangency of said curve; thence continuing along said right-of-way line South 22 degrees 02 minutes 35 seconds West, 41.48 feet to a point of curvature; thence along said right-of-way 211.00 feet southwesterly along a curve being concave to the northwest, having a radius of 5699.58 feet, the chord of which bears South 23 degrees 06 minutes 13 seconds West, 210.99 feet to the point of tangency of said curve; thence continuing along said right-of-way line South 24 degrees 09 minutes 51 seconds West, 229.00 feet; thence North 65 degrees 50 minutes 09 seconds West, 30.49 feet to the westerly line of Calumet Avenue as described in Document 2012-020990, in the Office of the recorder, Porter County, Indiana, said point being the point of beginning;

thence southwesterly along the westerly line of said right-of-way, South 24 degrees 04 minutes 52 seconds West, 437.21 feet; thence southwesterly along said right-of-way, South 52 degrees 48 minutes 05 seconds West, 83.24 feet; thence southwesterly along said right-of-way, South 87 degrees 40 minutes 12 seconds West, 108.30 feet to the point of curvature; thence along said right-of-way, 235.49 feet northwesterly along a curve being concave to the northeast, having a radius of 1331.00 feet, the chord of which bears North 83 degrees 00 minutes 17 seconds West, 235.18 feet; thence southwesterly along said right-of-way, South 11 degrees 54 minutes 00 seconds West, 7.34 feet to the North right-of-way line of Vale Park Road being a point on a non-tangent curve (said line being 40 feet by rectangular measurement from the centerline of said road); thence along said right-of-way, 26.78 feet northwesterly along a curve being concave to the southwest, having a radius of 1360.00 feet, the chord of which bears North 77 degrees 32 minutes 19 seconds West, 26.78 feet; thence northwesterly along said right-of-way, North 76 degrees 58 minutes 28 seconds West, 115.79 feet to a point of curvature; thence 196.52 feet along a curve being concave to the southwest, having a radius of 1790.00 feet, the chord of which bears North 80 degrees 07 minutes 11 seconds West, 196.42 feet to a point on said right-of-way line; thence North 24 degrees 09 minutes 51 seconds East, 621.86 feet; thence South 65 degrees 50 minutes 09 seconds East, 282.00 feet; thence North 24 degrees 09 minutes 51 seconds East, 89.58 feet; thence South 65 degrees 50 minutes 09 seconds East, 407.51 feet to the point of beginning, said parcel containing 9.18 acres, more or less.

EXHIBIT A-1



OVERALL SITE: 17.896 ACRES

PARKING DATA

AREA	BLDG SF	RATIO	COUNT
YMCA	72,577SF	1:290 SF	250
PHASE 1 COMMERCIAL			
Retail	18,437SF	4:1000SF	74
Restaurant	7,771SF	10:1000SF	78
Lot 1	5,350SF	10:1000SF	54
Lot 2	3,000SF	10:1000SF	30
Lot 3	2,610SF	10:1000SF	26
Lot 4	3,610SF	10:1000SF	36
Lot 5	2,735SF	4:1000SF	11
Lot 6 (N.I.C.)	4,512SF	10:1000SF	45
Lot 7	TBD	TBD	TBD
Total Required			604
Total Provided			636

Hitchcock Design Group
 CONSULTING ENGINEERS
 221 West Main Street
 Indianapolis, Indiana 46204
 T 317.681.1131
 F 317.681.9925

PREPARED FOR
Burke Costanza & Cuppy
 52 Franklin Street
 Valparaiso, IN 46385-2670

PROJECT
Cumberland Crossing
 Valparaiso, Indiana
 Exhibit "B" to Declaration
 Site Plan

PROJECT NUMBER
 01-07-00-01-01-02

CONSULTANTS
 Engineering
 1211 Indianapolis Boulevard
 Hammond, IN 46324
 Construction
 Town and Bank Construction
 10000 North Meridian Road
 Meridian City, IN 46360

ISSUED
 October 14, 2007

REVISIONS
 No. Date Issue

EXHIBIT B

DRAWN BY
 LPMAC

CHECKED BY
 LPM

SHEET TITLE
Development Plan

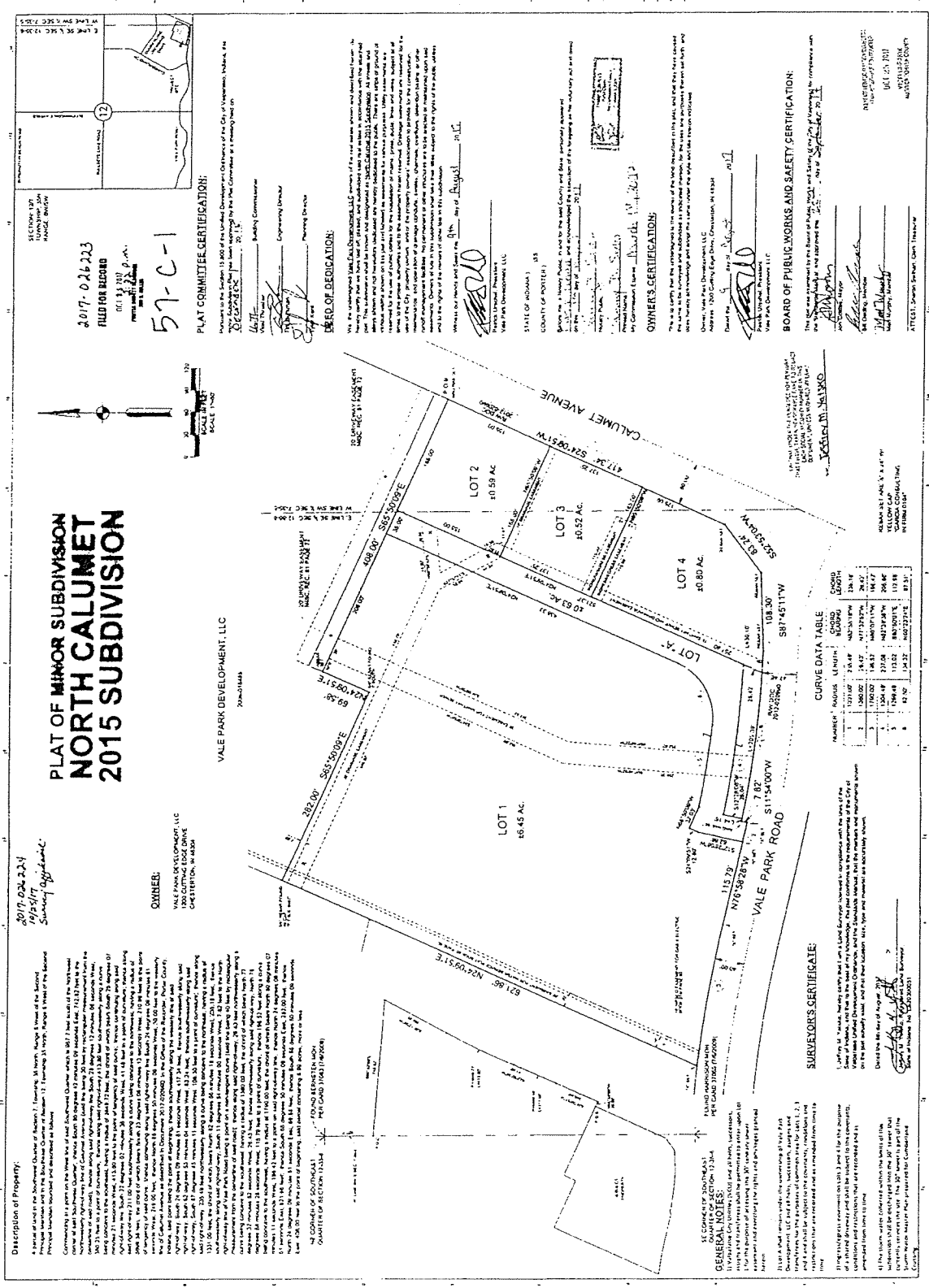
SCALE IN FEET
 1" = 60'

0 30' 60' 120'

NORTH

SHEET NUMBER
D1

© 2007 Hitchcock Design, Inc.



2017-02-22
19/05/17
Surveying

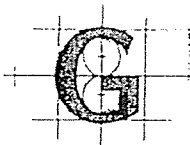
PLAT OF MINOR SUBDIVISION
NORTH CALUMET
2015 SUBDIVISION

OWNER:
VALE PARK DEVELOPMENT, LLC
10000 N. VALE PARK ROAD
CHICAGO, IL 60640

PREPARED FOR:
VALE PARK DEVELOPMENT, LLC

PLAT OF MINOR SUBDIVISION

EXHIBIT B-1



Garcia Consulting Engineers

October 24, 2017

2017-026223
STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
10/25/2017 2:11 PM
JOA MILLER, RECORDER
REC.FEE: \$0.00
PAGE: 1

7501 Indianapolis Blvd. 201 North Illinois Street
Hammond, IN 46324 16th Floor - South Tower
Tel 219.969.1954 Indianapolis, IN 46204
Fax 219.969.3321 Tel 317.610.3280
Toll Free 866.989.1954
www.garcia-consulting.com

SURVEY AFFIDAVIT

I, JEFFREY M. YATSKO, AN INDIANA PROFESSIONAL LAND SURVEYOR FOR GARCIA CONSULTING ENGINEERS, DO HEREBY CERTIFY THAT I, DID SURVEY AND PREPARE THE FINAL PLAT OF MINOR SUBDIVISION, NORTH CALUMET 2015 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED 2017-026223, IN PLAT FILE 57-C-1, IN THE OFFICE OF THE RECORDER, PORTER COUNTY, INDIANA.

I FURTHER CERTIFY THAT THE FINAL PLAT INCLUDE THE FOLLOWING AMENDMENT AND CLARIFICATION:

AMENDMENT:

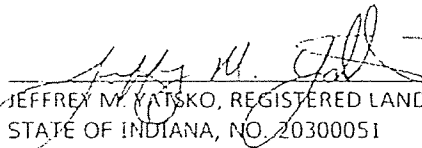
THE FOLLOWING ADDRESS SHALL IDENTIFY EACH OF THE LOTS AS FOLLOWS:

- LOT 1 - 2801 CALUMET
- LOT 2 - 2805 CALUMET
- LOT 3 - 2803 CALUMET
- LOT 4 - 2711 CALUMET

CLARIFICATION:

THE RIGHT-OF-WAY LINES OF CALUMET AVENUE AND VALE PARK ROAD ALONG PART OF LOT 1, PART OF LOT 3 AND LOT 4 ARE INTENDED TO BE COINCIDENT WITH THE RIGHT-OF-WAY LINES AS ESTABLISHED BY WARRANTY DEED RECORDED AS DOCUMENT 2012-020990 AND AMENDED BY SURVEY AFFIDAVIT RECORDED AS DOCUMENT 2012-024052. THE DIFFERENCE IN BEARINGS AND DISTANCES ARE A MATTER OF MEASURED VS. RECORDED. THERE IS NO INTENT TO ADD ADDITIONAL RIGHT-OF-WAY.

GIVEN UNDER MY HAND AND SEAL ON THIS 24TH DAY OF OCTOBER, 2017.


JEFFREY M. YATSKO, REGISTERED LAND SURVEYOR
STATE OF INDIANA, NO. 20300051

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.



by Jeffrey M. Yatsko
This document was prepared
by Jeffrey M. Yatsko

Garcia & Associates, LLC
dba Garcia Consulting Engineers

NOTED - PROJECT NOT RECORDED
FOR RECORDING PURPOSES

OCT 25 2017

VICKI LUTHE, CLERK
AUDITOR-PORTER COUNTY
EXHIBIT B-1

DESCRIPTION OF PROPERTY:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN AND IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, ALL IN THE CITY OF VALPARAISO, PORTER COUNTY, INDIANA, SAID PARCEL BEING A PART OF THOSE LANDS DESCRIBED IN PORTER COUNTY DOCUMENTS 2006-015485, 2007-036323, AND DEED RECORD 238, PAGE 338, SAID PARCEL BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 7;

THENCE SOUTH 00 DEGREES 14 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 957.70 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF PARCEL B OF SAID DOCUMENT 2006-015485;

THENCE SOUTH 85 DEGREES 42 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 546.35 FEET;

THENCE SOUTH 28 DEGREES 12 MINUTES 06 SECONDS WEST 224.14 FEET;

THENCE SOUTH 65 DEGREES 32 MINUTES 27 SECONDS EAST 180.0 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROAD 49 (SAID LINE BEING 30 FEET BY RECTANGULAR MEASUREMENT FROM THE CENTERLINE OF SAID ROAD);

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 28 DEGREES 12 MINUTES 06 SECONDS WEST 88.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 3849.72 FEET, A DELTA ANGLE OF 6 DEGREES 09 MINUTES 31 SECONDS, A CHORD DISTANCE OF 413.60 FEET (BEARING SOUTH 25 DEGREES 07 MINUTES 21 SECONDS WEST), AND AN ARC LENGTH OF 413.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 22 DEGREES 02 MINUTES 35 SECONDS WEST 41.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 02 DEGREES 07 MINUTES 16 SECONDS, A CHORD DISTANCE OF 210.99 FEET (BEARING SOUTH 23 DEGREES 06 MINUTES 13 SECONDS WEST), AND AN ARC LENGTH 211.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST 249.00 FEET;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST, A DISTANCE OF 438.00 FEET;

THENCE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST 69.50 FEET, MORE OR LESS, TO A NORTHERLY LINE OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED TO URSCHTEL DEVELOPMENT CORP., AN INDIANA CORPORATION, RECORDED OCTOBER 14, 1975, IN DEED RECORD 282, PAGE 2, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 282.00 FEET;

THENCE NORTH 24 DEGREES 09 MINUTES 51 SECONDS EAST 317.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS 4979.58 FEET, A DELTA ANGLE OF 2 DEGREES 07 MINUTES 16 SECONDS, A CHORD DISTANCE OF 164.34 FEET (BEARING NORTH 23 DEGREES 06 MINUTES 13 SECONDS EAST), AND AN ARC LENGTH OF 184.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE NORTH 22 DEGREES 02 MINUTES 35 SECONDS EAST 16.55 FEET TO THE NORTH LINE OF AN EASEMENT RECORDED IN PORTER COUNTY DOCUMENT 2008-024349;

THENCE NORTH 53 DEGREES 57 MINUTES 14 SECONDS WEST A DISTANCE OF 14.78 FEET;

THENCE SOUTH 36 DEGREES 02 MINUTES 46 SECONDS ALONG A NORTHERLY LINE OF SAID EASEMENT A DISTANCE OF 6.00 FEET;

THENCE NORTH 53 DEGREES 57 MINUTES 14 SECONDS ALONG SAID NORTH LINE A DISTANCE OF 95.09 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 06 SECONDS EAST A DISTANCE OF 155.60 FEET TO THE SOUTHERLY LINE OF THAT LAND DESCRIBED IN DOCUMENT 2007-036323;

THENCE SOUTH 53 DEGREES 57 MINUTES 14 SECONDS EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 21.26 FEET;

THENCE NORTH 20 DEGREES 38 MINUTES 06 SECONDS EAST A DISTANCE OF 60.59 FEET;

THENCE NORTH 48 DEGREES 54 MINUTES 25 SECONDS EAST A DISTANCE OF 40.93 FEET TO A POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 51 DEGREES 53 MINUTES 32 SECONDS EAST A DISTANCE OF 32.79 FEET;

THENCE SOUTH 87 DEGREES 19 MINUTES 54 SECONDS EAST A DISTANCE OF 160.92 FEET;

THENCE SOUTH 75 DEGREES 26 MINUTES 05 SECONDS EAST A DISTANCE OF 72.22 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 20.171 ACRES, MORE OR LESS;

EXCLUDING THEREFROM THAT LAND DESCRIBED IN PORTER COUNTY DOCUMENTS 2006-005464 AND 2008-008266, SAID LAND BEING IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF VALPARAISO, PORTER COUNTY, INDIANA, SAID LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 7;

THENCE SOUTH 00 DEGREES 14 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 957.70 FEET TO THE NORTH LINE OF PARCEL B OF PORTER COUNTY DOCUMENT 2006-015485;

THENCE SOUTH 85 DEGREES 42 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 546.35 FEET;

THENCE SOUTH 28 DEGREES 12 MINUTES 06 SECONDS WEST 224.14 FEET;

THENCE SOUTH 65 DEGREES 32 MINUTES 27 SECONDS EAST 180.0 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROAD 49 (SAID LINE BEING 30 FEET BY RECTANGULAR MEASUREMENT FROM THE CENTERLINE OF SAID ROAD);

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 28 DEGREES 12 MINUTES 06 SECONDS WEST 88.25 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 3849.72 FEET, A DELTA ANGLE OF 06 DEGREES 09 MINUTES 31 SECONDS, A CHORD DISTANCE OF 413.60 FEET (BEARING SOUTH 25 DEGREES 07 MINUTES 21 SECONDS WEST), AND AN ARC LENGTH OF 413.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 22 DEGREES 02 MINUTES 35 SECONDS WEST 41.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 5699.58 FEET, A DELTA ANGLE OF 02 DEGREES 07 MINUTES 16 SECONDS, A CHORD DISTANCE OF 210.99 FEET (BEARING SOUTH 23 DEGREES 06 MINUTES 13 SECONDS WEST), AND AN ARC LENGTH 211.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST 249.00 FEET;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHERLY CORNER OF SAID LAND;

THENCE NORTH 24 DEGREES 09 MINUTES 51 SECONDS EAST A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT LAND DESCRIBED IN PORTER COUNTY DOCUMENT 2008-008266;

THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST A LONG SAID SOUTHERLY LINE A DISTANCE OF 10.60 FEET TO THE WESTERLY CORNER OF SAID LAND;

THENCE NORTH 24 DEGREES 09 MINUTES 51 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LAND A DISTANCE OF 28.73 FEET;

THENCE 115.85 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 249.00 FEET, AND A CHORD BEARING NORTH 10 DEGREES 49 MINUTES 54 SECONDS EAST A DISTANCE OF 114.84 FEET TO THE NORTHWEST CORNER OF SAID LAND;

THENCE 92.95 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT ALONG THE NORTHERLY LINE OF SAID LAND, SAID CURVE HAVING A RADIUS OF 120.00 FEET AND A CHORD BEARING SOUTH 07 DEGREES 46 MINUTES 22 SECONDS EAST A DISTANCE OF 90.65 FEET TO A POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 65 DEGREES 34 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 116.84 FEET TO THE EAST CORNER OF SAID LAND;

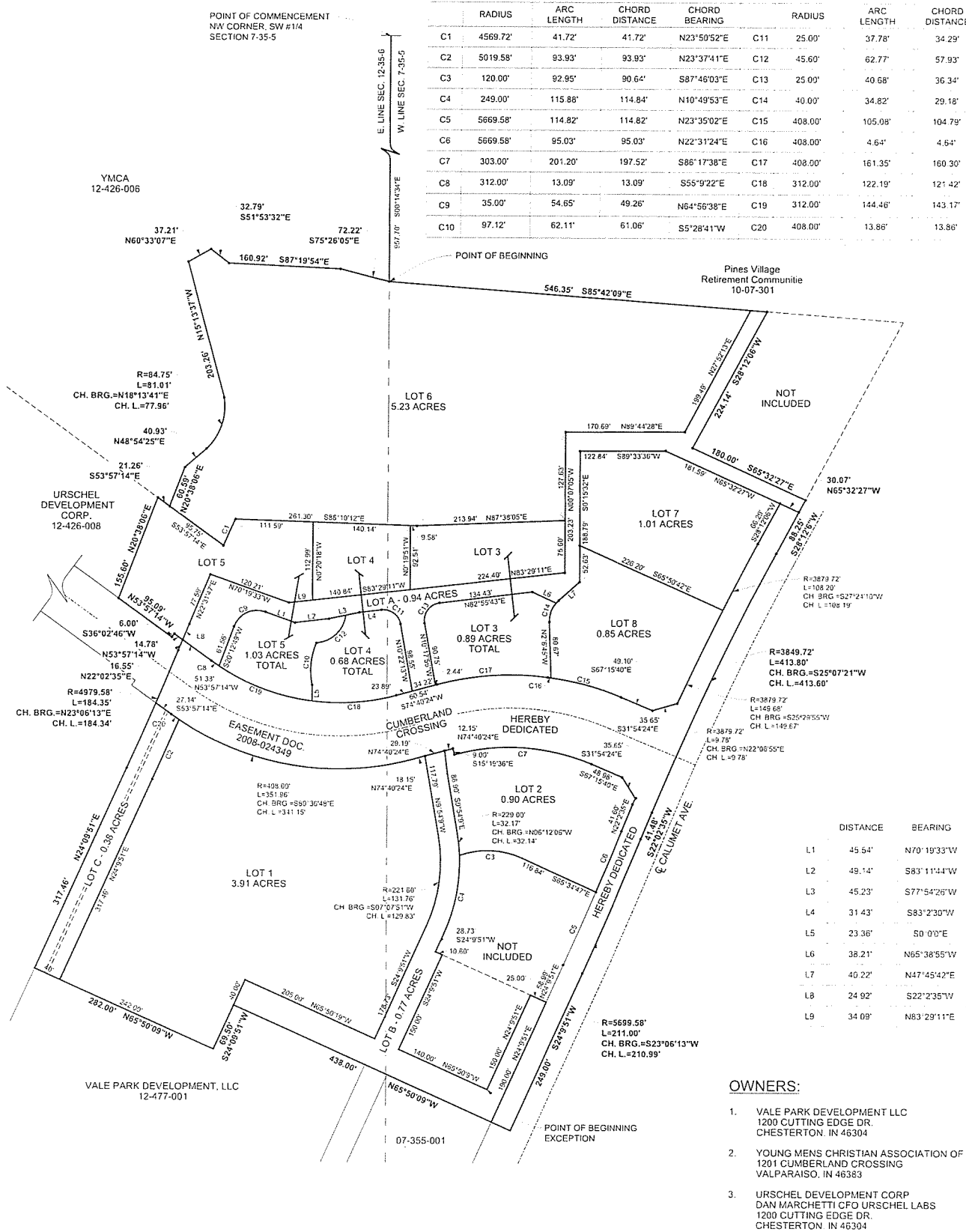
THENCE ALONG THE EASTERLY LINE OF SAID LAND 114.82 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5699.58 FEET, AND A CHORD BEARING SOUTH 23 DEGREES 35 MINUTES 02 SECONDS WEST A DISTANCE OF 114.82 FEET TO A POINT OF TANGENCY OF SAID CURVE;

THENCE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST A DISTANCE OF 59.00 FEET TO THE SOUTH CORNER OF SAID LAND;

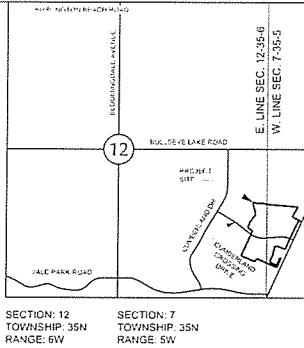
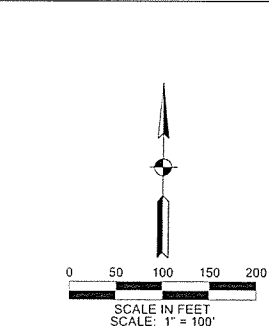
THENCE NORTH 65 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 25.00 FEET ALONG THE SOUTHERLY LINE OF SAID LAND TO THE EASTERLY CORNER OF THAT LAND DESCRIBED IN PORTER COUNTY DOCUMENT 2006-005464;

THENCE SOUTH 24 DEGREES 09 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LAND A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING OF THIS EXCEPTION, SAID EXCEPTION CONTAINING 1.206 ACRES MORE OR LESS, AND THE REMAINING LAND THEREFORE CONTAINING 18.965 ACRES, MORE OR LESS.

PRIMARY PLAT OF SUBDIVISION
CUMBERLAND CROSSING
SUBDIVISION



	RADIUS	ARC LENGTH	CHORD DISTANCE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD DISTANCE	CHORD BEARING
C1	4569.72'	41.72'	41.72'	N23°50'52"E	C11	25.00'	37.78'	S53°39'51"E
C2	5019.58'	93.93'	93.93'	N23°37'41"E	C12	45.60'	62.77'	N46°15'48"E
C3	120.00'	92.95'	90.64'	S87°46'03"E	C13	25.00'	40.68'	N36°18'54"E
C4	249.00'	115.86'	114.84'	N10°49'53"E	C14	40.00'	34.82'	S19°15'53"W
C5	5669.58'	114.82'	114.82'	N23°35'02"E	C15	408.00'	105.08'	S74°38'20"E
C6	5669.58'	95.03'	95.03'	N22°31'24"E	C16	408.00'	4.64'	S82°20'35"E
C7	303.00'	201.20'	197.52'	S86°17'38"E	C17	408.00'	161.35'	N86°07"E
C8	312.00'	13.09'	13.09'	S55°9'22"E	C18	312.00'	122.19'	N85°53'36"E
C9	35.00'	54.65'	49.26'	N64°56'38"E	C19	312.00'	144.46'	S69°37'21"E
C10	97.12'	62.11'	61.06'	S5°28'41"W	C20	408.00'	13.86'	S54°55'37"E



Plan Commission Certification

Pursuant to the Section 15 800 of the Unified Development Ordinance of the City of Valparaiso, Indiana, this Subdivision

Plan has been approved by the Plan Commission at a meeting held on _____, 20__

Vicki Thrasher _____ Building Commissioner

Tim Burkman _____ Engineering Director

Tyler Kent _____ Planning Director

Owner's Certificate

We, the undersigned, Vale Park Development, LLC, Young Mens Christian Association of Valparaiso, and Urschel Development Corporation, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided said real estate in accordance with the attached plat. This subdivision shall be known and designated as Cumberland Crossing Subdivision. All streets and alleys shown and not heretofore dedicated are hereby dedicated to the public. There are strips of ground of various widths shown on this plat and labeled as easements for various purposes. Utility easements are reserved for the use of public utilities for the installation of mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. Drainage easements are reserved for the use of the City and/or the property owners to provide for the construction, maintenance, and operation of drainage conduits, swales, channels, overflows, detention basins, or other runoff management facilities. No permanent or other structures are to be erected or maintained upon said easements. Owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of the owners of other lots in this subdivision.

Witness our Hands and Seals this _____ day of _____, 20__.

_____, Urschel Development Corporation

STATE OF INDIANA)
COUNTY OF PORTER)

Before me, a Notary Public, in and for the said County and State, personally appeared _____

_____ and acknowledged the execution of the foregoing as his voluntary act and deed on this _____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

Witness our Hands and Seals this _____ day of _____, 20__.

Young Men's Christian Association of Valparaiso, Indiana Inc., an Indiana nonprofit corporation

STATE OF INDIANA)
COUNTY OF PORTER)

Before me, a Notary Public, in and for the said County and State, personally appeared _____

_____ and acknowledged the execution of the foregoing as his voluntary act and deed on this _____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

Witness our Hands and Seals this _____ day of _____, 20__.

_____, President Vale Park Development, LLC

STATE OF INDIANA)
COUNTY OF PORTER)

Before me, a Notary Public, in and for the said County and State, personally appeared _____

_____ and acknowledged the execution of the foregoing as his voluntary act and deed on this _____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

SURVEYOR'S CERTIFICATION

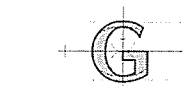
I, Gregg L. Heinzman, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana, and that to the best of my knowledge, this plat conforms to the requirements of the City of Valparaiso Unified Development Ordinance, and the Standards Manual, that the markers and monuments shown on the plat actually exist; and that their location size and type are accurately shown.

Gregg L. Heinzman, Professional Land Surveyor
State of Indiana License No. LS29700020



OWNERS:

- VALE PARK DEVELOPMENT LLC
1200 CUTTING EDGE DR.
CHESTERTON, IN 46304
- YOUNG MENS CHRISTIAN ASSOCIATION OF VALPARAISO
1201 CUMBERLAND CROSSING
VALPARAISO, IN 46383
- URSCHTEL DEVELOPMENT CORP
DAN MARCHETTI CFO URSCHTEL LABS
1200 CUTTING EDGE DR.
CHESTERTON, IN 46304



Garcia Consulting Engineers

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317.610.3280

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FIELD VERIFICATION

CONTRACTOR SHALL FIELD VERIFY ALL REQUIRED DIMENSIONS AND CONDITIONS AT THE JOB SITE AND NOTIFY ARCHITECT AND/OR ENGINEER OF ANY DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE THESE DRAWINGS.

○ I P F = IRON PIPE FOUND

(m) = MEASURED DIMENSION

(p) = PLAT DIMENSION

DATE: 6/14/2018

PROJECT No: urschel-11-1115-A

DRAWN: M3C CHECKED: GLH

FILE NAME: 2018-0423 Cumberland Crossing Overall Plat Plan

REVISION	DESCRIPTION	DATE
----------	-------------	------

FILED

SEP 26 2018

PETITION #: A18-001 / K218-001
(staff use only)

VALPARAISO PLAN COMMISSION
PETITION FOR PUBLIC HEARING

Sharon Emerson Schubert
Clerk-Treasurer

The undersigned applicant respectfully petitions the City of Valparaiso Plan Commission:

(CHECK ALL THAT APPLY)

PUBLIC HEARING REQUIRED – See Items #8 and #9 in Application Checklist

- ☒ To rezone said property from the RL zoning district to GK zoning district
☐ To approve a Primary Plat
☐ To approve a Planned Unit Development (PUD)
☐ To approve a Major Planned Unit Development Amendment
☒ To annex property into the City of Valparaiso, Indiana – Checklist item #10
☐ To vacate alley
☐ To appeal the decision of the Plat Committee

NO PUBLIC HEARING REQUIRED

- ☐ To approve a Minor Subdivision (Lot Split)
☐ To approve a Final Plat
☐ To approve a Plat Amendment
☐ Design/Architectural Approval in _____ Overlay District

Please provide the following information:

(print or type)	c/o Todd A. Leeth	
Carol A. Himes, Philip R. Kilmer	Hoepfner Wagner & Evans LLP	
Herbert L. Kilmer & Christine Moore	103 E Lincolnway Valparaiso, IN 46383	(219) 465-1956
Owner of property	Address	Phone
c/o Todd A. Leeth	(219) 465-1956	
Hoepfner Wagner & Evans LLP		tleeth@hwelaw.com
Contact person	Phone	Email

Applicant is (check one): ☒ Sole Owner ☐ Joint Owner ☐ Tenant ☐ Agent ☐ Other

Carol A. Himes, Philip R. Kilmer	c/o Todd A. Leeth	
Herbert L. Kilmer & Christine Moore	Hoepfner Wagner & Evans LLP	
	103 E Lincolnway Valparaiso, IN 46383	(219) 465-1956

Petitioner	Address	Phone
------------	---------	-------

Address or description of location of property: annexation of real estate to develop 41 lot subdivision.

Parcel/Tax Duplicate Number	64-09-01-332-003.000-003	64-09-01-332-008.000-003
	<u>64-09-01-332-004.000-003</u>	

Subdivision (if Applicable) _____

This property is located on the south side of Spectacle Drive Street/Road

between (streets) Meridian and Hughart Ln.
Current Zoning of Property Residential Lake District (RL) and Medium Density Proposed Zoning of Property GR - Residential, General
Zoning of Adjacent Properties Single-family Residential District (R2) North Residential Lake District (RL) South Suburban Residential (SR) - City
East Medium Density Single-family Residential District (R2) West Residential Lake District (RL) Other _____

Other information:

Dimensions of property: Frontage irregular Depth irregular

Property Area (sq. ft./acres) 17.14 acres

Present use of property:

Vacant land

Proposed use of property:

41 lot subdivision

Proposed Variances or Waivers (PUD or Subdivision Plats)

Unknown at this time.

Legal description for property: (Exhibit # _____)

See attached Legal Description.

ALL OWNERS OF RECORD OF THE ABOVE-REFERENCED PROPERTY MUST SIGN THE PETITION FOR PUBLIC HEARING. The owner(s), by signing this Petition for Public Hearing, represent to the City of Valparaiso – Plan Commission, that he/she/it has the necessary legal authority to request action to be taken on the above-referenced property. If the name of the Petitioner is different from the property owner, the Plan Commission shall accept the requests and representations of the Petitioner and the property owner shall be bound by such requests and representations via the Attached Affidavit of Consent of Property Owner.

PETITION FEES (CHECK ALL THAT APPLY)

☐ Rezoning:	\$150	
☐ Subdivision Primary Plat:	\$150 + \$10 per lot	☐ Lots X \$10 =
☐ Subdivision Amendment	\$100 + \$5 per lot	☐ Lots X \$5 =
☐ Planned Unit Development (PUD):	\$500 + \$10 per lot	☐ Lots X \$10 =
☐ Major PUD Amendment	\$250 + \$5 per lot	☐ Lots X \$5 =
☐ Minor Subdivision (Lot Split)	\$150	
☐ Subdivision Final Plat	\$100 + \$5 per lot	☐ Lots X \$5 =
☐ Minor PUD Amendment	\$150	
☒ Annexation:	\$500 + Cost of Fiscal Plan***	
☐ Design/Architectural Approval	\$150	
☐ ☐ Overlay District		
☐ Special Meeting Fee	\$1500	
☐ Text Amendment	\$250	
☐ Comprehensive Plan Amendment	\$250	
☐ Vacation	\$100	
☐ Plat Committee Appeal	\$200	

TOTAL FEE

***The Plan Commission requires that all fiscal plans be prepared by a municipal advisor firm approved by the Planning Department. The applicant is solely responsible for the cost of the preparation of the fiscal plan. The fiscal plan must be submitted together with the applicant's petition for public hearing. The fiscal plan must comply with the requirements of Ind Code § 36-4-3-13(d).

Todd A. Leeth
Signature of owner/Petitioner

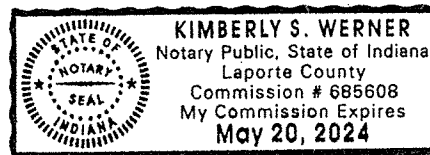
9/26/18
Date

Todd A. Leeth, attorney for Owner/Petitioner
Printed name

Subscribed and sworn to before me this 26 day of September, 2018.

Kimberly S. Werner
Notary Public

My Commission Expires:
May 20, 2024



STAFF USE ONLY

Date received: _____

____ Names and addresses of property owners within 300 feet provided

____ Plot Plan attached

____ Legal Description provided

____ Petition filled out completely

Date approved for public hearing: _____ Date of public hearing: _____

Date legal notice mailed: _____ Date to be published: _____

Date property owner notices mailed: _____

Additional information: _____

Affidavit of Consent of Property Owner

(To be presented with application for Plan Commission Action)

Todd A. Leeth, being dully sworn upon his oath, being of sound mind and legal age deposes and states:

1. That he is the authorized Petitioner attorney (~~agent~~, ~~attorney~~, ~~other~~ – Please indicate) of the property described in the attached notice which an application for a Plan Commission action has been filed before the Plan Commission of the City of Valparaiso, Indiana.

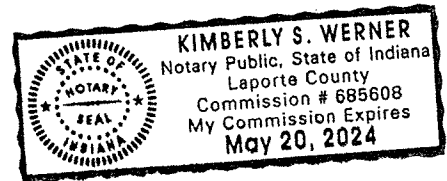
Todd A. Leeth
Petitioner Attorney

9/26/18
Date

Subscribed and sworn to before me this 26 day of September, 2018.

Kimberly S. Werner
Notary Public

My Commission Expires:



Legal Description of land to be Annexed

A parcel of land in the Southwest Quarter of Section 1, Township 35 North, Range 6 West of the Second Principal Meridian, Porter County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the South One-Half of the Northeast Quarter of said Southwest Quarter of Section 1; thence South $0^{\circ}16'17''$ East along the East line of said South One-Half of the Quarter-Quarter Section 189.20 feet to the Point of Beginning; thence continuing South $0^{\circ}16'17''$ East along said East line 479.46 feet to the South line of the South One-Half of said Quarter-Quarter Section, said line also being the North line of the South One-Half of said Southwest Quarter of Section 1; thence South $0^{\circ}13'31''$ East along the East line of the South One-Half of said Southwest Quarter 54.36 feet to a point which is 5.00 feet North as measured along said East line from the Northeast corner of Concord Meadows – Unit 2 as per plat thereof recorded in Plat File 14-A-2 in the Office of the Recorder of Porter County, Indiana; thence North $89^{\circ}13'47''$ West parallel with the North line of said Unit 2 a distance of 30.01 feet to the Northeast Corner of Lot 101 of said Unit 2; thence continuing North $89^{\circ}13'47''$ West along the North line of said Unit 2 a distance of 1166.55 feet to the point of intersection with the Southerly prolongation of the East line of the West 132.00 feet of the South One Half of the Northeast Quarter of the Southwest Quarter of said Section 1; thence North $0^{\circ}10'47''$ East along said southerly prolongation 32.42 feet to the North line of said South One-Half of the Southwest Quarter of Section 1, said line also being the South line of said South One-Half of the Northeast Quarter of the Southwest Quarter of Section 1; thence continuing North $0^{\circ}10'47''$ East along the East line of said West 132.00 feet a distance of 325.72 feet to a point which is 336.70 feet South of the North line of the South One-Half of said Quarter-Quarter Section as measured along the East line of said West 132.00 feet; thence South $89^{\circ}49'13''$ East at 90 degrees to the previous described course 150.00 feet; thence North $0^{\circ}10'47''$ East 337.75 to the North line of the South One-Half of said Quarter-Quarter; thence North $89^{\circ}25'06''$ East along said North line 781.94 feet to the northeast corner of land conveyed to Kilmer by instrument recorded as Deed Record 281, Page 403 in said Recorder's Office; thence South $0^{\circ}16'17''$ East along the east line of Kilmer Land 189.20 feet to the north line of land conveyed to Kilmer by instrument recorded as Deed Record 193, Page 357 in said Recorder's Office; thence North $89^{\circ}25'06''$ East along said north line 259.00 feet to the Point of Beginning, containing 17.14 acres, more or less.

James W & Joanne H Albers
404 Andover Dr
Valparaiso IN 46383

Steven C & Salena Anderson
205 Spectacle Dr
Valparaiso IN 46383

Michael & Kimo Apato
207 Spectacle Lake Dr
Valparaiso IN 46383

Alexander B & Betty J Arzumanian
First Mchnts Pr Wealth Adv
PO BOX 1130
Lafayette IN 47902

Alexis Arzumanian
411 Hughart Ln
Valparaiso IN 46383

Dorothy Beaty
102 Lakeview Dr
Valparaiso IN 46383

Martin T Jr & Andrea B Pro Buinicki
301 Andover Dr
Valparaiso IN 46383

Nathan Calabrese
405 Andover Dr
Valparaiso IN 46383

Jeffrey W & Laura W Clymer
205 Jefferson St
Valparaiso IN 46383

Commissioners Porter County
155 Indiana Ave Rm 205
Valparaiso IN 46383

James P & Judith L Daly
7344 W 154th St
Orland Park IL 60462

William Jr & Mary Faith Dalzotto
501 Andover Dr
Valparaiso IN 46383

Paul C & Sara Danger
4708 Rutland Rd
Valparaiso IN 46383

Vicki L & Lee Farabaugh
301 Spectacle Dr
Valparaiso IN 46383

Robert J Fernandez
2 Spectacle Dr
Valparaiso IN 46383

Shaun Gregory & Loutzenhiser Finney
105 Spectacle Dr
Valparaiso IN 46383

Marion H & Michelle S/Jt Ford
2403 E Cathedral Rock Dr
Phoenix AZ 85048

Charles F & Donna R Gierse
302 Andover Dr
Valparaiso IN 46383

Joseph G & Jo Ann T Gilmartin
101 Spectacle Dr
Valparaiso IN 46383

Charles S & Sara H Gleason
202 Andover D
Valparaiso IN 46383

Joseph & Lisa Gonzalez
4 Spectacle D
Valparaiso IN 46383

Raymond A Living Trust Hack
8 Lakeview Dr
Valparaiso IN 46383

David R & Loria Hanson
8 Spectacle Dr
Valparaiso IN 46383

Glenn E & Erker Melanie Hartman
4704 Rutland Rd
Valparaiso IN 46383

Carl B & Katherine S Hensley
102 Andover Dr
Valparaiso IN 46383

Arthur L & Mattox Marla K Hershman
307 Spectacle Dr
Valparaiso IN 46383

Jeffrey A Hoffman
106 Andover Dr
Valparaiso IN 46383

Adam G Jr & Sarah G Holterhoff
101 Andover Dr
Valparaiso IN 46383

Brian J & Cyndil Hurley
4702 Rutland Rd
Valparaiso IN 46383

Scott L & Vickie Ingram
2 Lakeview Dr
Valparaiso IN 46383

Marc R & Lauras Jeske
305 Andover Dr
Valparaiso IN 46383

Ryan M & Nichole L Karver
1 Andover Dr
Valparaiso IN 46383

Joshua K & Heather D Krieger
205 Andover Dr
Valparaiso IN 46383

David B & Jacqueline L Loutzenhiser
5001 Lakeview Dr
Valparaiso IN 46383

Teresa A Marsch Tr No32352
304 Andover Dr
Valparaiso IN 46383

Frederick C & Dawn L McNulty
303 Andover Dr
Valparaiso IN 46383

Jon D & Kimberly J Meyer
4602 Rutland Rd
Valparaiso IN 46383

Mite Holdings LLC
1308 Jefferson Ave
Chesterton IN 46304

Robert J & Debra Dray Nelson
204 Andover Dr
Valparaiso IN 46383

Robert L Sr & Sara H Nelson
211 Spectacle Dr
Valparaiso IN 46383

Charlene M O'Hart Trust
16517 W Oneida Dr
Lockport IL 60441

Randy D & Anne M Overbey
103 Andover Dr
Valparaiso IN 46383

Jennifer K & Fornaro Domenico Peek
207 Andover Dr
Valparaiso IN 46383

Robert A & Penny J Pica
403 Andover Dr
Valparaiso IN 46383

James R & Margie C Place
105 Andover Dr
Valparaiso IN 46383

Barbara Ann Polizotto
605 Burlington Beach Rd
Valparaiso IN 46383

Laurie J M Popovich
213 Spectacle Dr
Valparaiso IN 46383

William J & Lyndsay A Quist
52 Andover Dr
Valparaiso IN 46383

Miguel & Esta Y Rosario
2 Andover Dr
Valparaiso IN 46383

James & Janice Rozhon Living Tr
8614 Scheer Dr
Tinley Park IL 60487

Jane A & Brewer Christian G Ryan
5004 Lakeview Dr
Valparaiso IN 46383

Helena M+C18 Sanders
3 Andover Dr
Valparaiso IN 46383

Philip D & Beatrice Salinas Sievers
201 Andover Dr
Valparaiso IN 46383

Michael C & Shannon RSobeck
5 Andover Dr
Valparaiso IN 46383

Linda St John- Henderson
51 Andover Dr
Valparaiso IN 46383

John M & Jacqueline M Stalbaum
104 Andover Dr
Valparaiso IN 46383

Pamela R Staub
209 Spectacle Dr
Valparaiso IN 46383

Ian S & Walker Tia L Taschner
108 Andover Dr
Valparaiso IN 46383

Michael W & Pamela J Thomas
4601 Bristol Ln
Valparaiso IN 46383

Barney M Thorpe
4909 Blackoak Ln
Valparaiso IN 46383

Ann Marie Trapp
203 Andover Dr
Valparaiso IN 46383

Trust 17
306 Andover Dr
Valparaiso IN 46383

Walter & Caren S Van Slyke
110 S Marion St Unit 502
Oak Park IL 60302

Edward R Vucich
PO Box 623
Westville IN 46391

Cynthia K Wagner
201 Spectacle Dr
Valparaiso IN 46383

William R & Michele L Watts
402 Andover Dr
Valparaiso IN 46383

Marianne Welsh
507 Hughart Ln
Valparaiso IN 46383

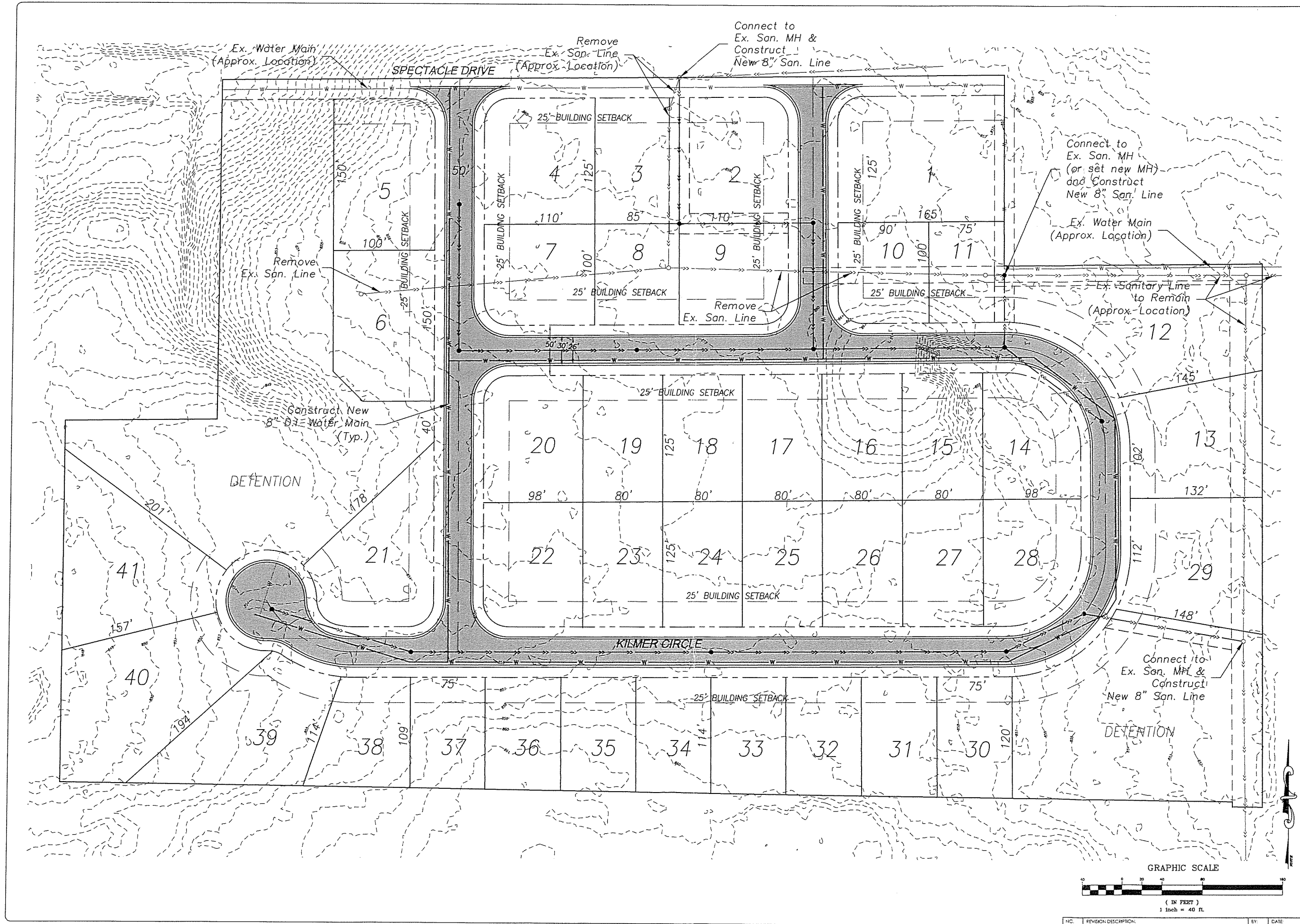
Tristan Witt
53 Spectacle Dr
Valparaiso IN 46383

Stephen A Worack &
Yendrek Katherin Worack
6526 Woodridge Dr
Woodridge IL 60517

James A & Carolyn F Wozniak
206 Andover Dr
Valparaiso IN 46383

Yang S & Kim-Yim Hei R Yim
4706 Rutland Rd
Valparaiso IN 46383

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PROPOSED SUBDIVISION

CONCEPT LAYOUT - C

PROJECT:

SHEET TITLE:

DRAWN BY:

SEG

DESIGNED BY:

PM REVIEW:

RSP

QA/QC REVIEW:

DATE:

09/18/18

SCALE:

SIGNATURE:

DATE:

HARD COPY IS INTENDED TO BE 24" x 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.

SCALE:

HORIZ: 1" = 40'

VERT: N/A

ACI JOB #

18-1315

SHEET NO.

1 of 1

CAROL HIMES, HERBERT L. KILMER
CHRISTINE L. MOORE, PHILIP R. KILMER

ANNEXATION PETITION REQUIREMENTS

Names of Property Owners:

Carol A. Himes, Herbert L. Kilmer, Christine L. Moore, Philip R. Kilmer
c/o 21149 Shady Vista Lane
Boca Raton, FL 33428

Property Cards:

See Property Record Cards attached

Assessed Valuations:

See Property Record Cards attached

Estimate of Value:

\$12,300,000.00

Development Plan:

Attached

Legal Description:

See Attached

Proof of Contiguity:

PENDING

GEOGRAPHIC REPRESENTATION OF AREA TO BE ANNEXED:

PENDING

Deed:

See Attached

September 26, 2018 X:\Himes, Carol 19371\Spectacle Lake -1\Documents\Annexation Petition Requirements 2018-09-26.docx

64-09-01-332-004.000-003

General Information
Parcel Number
64-09-01-332-004.000-003
Local Parcel Number
02-000147696

Tax ID:
64-09-01-300-017.000-003
Routing Number
02-15

Property Class 501
Vacant - Unplatted (0 to 9.99 Acres)
Year: 2018

Location Information
County
Porter

Township
CENTER TOWNSHIP
District 003 (Local 002)
CENTER TOWNSHIP
School Corp 6560
VALPARAISO COMMUNITY

Neighborhood 0295
Center 003 Center Acreage 0295
Section/Plat
1-35-6
Location Address (1)
SPECTACLE DR
VALPARAISO, IN 46383

Zoning

Subdivision

Lot

Market Model
2018 Center 003 Res Vacant Land

Characteristics
Topography
Flood Hazard

Public Utilities

Streets or Roads

Neighborhood Life Cycle Stage

Static
Printed

Tuesday, July 10, 2018

Review Group 2014

Data Source Aerial

Collector

Appraiser 09/29/2011 FS

KILMER HERBERT L & MOORE

Ownership
Kilmer Herbert L & Moore Christine L &
Carol A/TC C/o Christine Moore
2925 Bob Bettis Rd
Marietta, GA 30066

Legal
W100 E359 N189.2 S112 NE SW 1-35-6 43A

SPECTACLE DR

Transfer of Ownership
Date Owner
01/01/2009 Kilmer Herbert L & Mo
01/12/2004 KILMER, HELEN J ES
07/25/1995 KILMER, WARREN L

501, Vacant - Unplatted (0 to 9.99 Acres)

Doc ID Code Book/Page Adj Sale Price VII
UA / \$0 I
UA 2004/2004 \$0 I
WD / \$0 I

Center 003 Center Acreage 1/2

Notes
10/4/2011 General: PER REASSESSMENT - NO
CHANGES TO RECORD
J/C



Valuation Records (Work in Progress values are not certified values and are subject to change)

Assessment Year	2016	2015	2014
Reason For Change	AA	AA	AA
As Of Date	05/23/2018	06/18/2015	06/18/2014
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000
Notice Required	☒	☒	☒
Land	\$10,500	\$11,700	\$12,300
Land Res (1)	\$0	\$0	\$0
Land Non Res (2)	\$0	\$0	\$0
Land Non Res (3)	\$10,500	\$11,700	\$12,300
Improvement	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0
Total	\$10,500	\$11,700	\$12,300
Total Res (1)	\$0	\$0	\$0
Total Non Res (2)	\$0	\$0	\$0
Total Non Res (3)	\$10,500	\$11,700	\$12,300

Land Data (Standard Depth: Res: 100', G: 100', Base Lot: Res: 0' X 0', G: 0' X 0')

Land Pricing Soil	Act	Rate	Adj.	Ext.	Rate	Res	Market	Value
Type Method ID	Front.	Size	Factor	Factor	Value	Elig %	Factor	Factor
91rr A	0	0.4300	1.00	1.00	\$24,300	0%	0%	1.0000

91rr A 0 0.4300 1.00 \$24,300 \$10,449 0% 0% 1.0000 \$10,450

Land Computations

Calculated Acreage	0.43
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.43
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.43
Total Acres Farmland	0.00
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$10,500
Supp. Page Land Value	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$10,500
Total Value	\$10,500

64-09-01-332-008.000-003

General Information

Parcel Number
64-09-01-332-008.000-003
Local Parcel Number
02-000147690

Tax ID:

64-09-01-300-024.000-003

Routing Number

02-15

Property Class 512

1 Family Dwell - Unplatted (10 to 19

Year: 2018

Location Information

County
Porter

Township
CENTER TOWNSHIP

District 003 (Local 002)

CENTER TOWNSHIP

School Corp 6560

VALPARAISO COMMUNITY

Neighborhood 0295

Center 003 Center Acreage 0295

Section/Plat

1

Location Address (1)

309 SPECTACLE DR

VALPARAISO, IN 46383

Zoning

Subdivision

CENTER ACREAGE

Lot

Market Model

2018 center acreage 02-95 imp

Characteristics

Topography
Rolling ☐ Flood Hazard ☐

Public Utilities
Water, Gas, Electricity ☐ ERA ☐

Streets or Roads
Unpaved ☐ TIF ☐

Neighborhood Life Cycle Stage

Static

Printed Tuesday, July 10, 2018

Review Group

2015

Data Source

Left Door Hanger

Collector

Appraiser

09/21/2015

RES FIELDWORK

KILMER HERBERT L ETAL

Ownership

Kilmer Herbert L & Moore Christine L &
Carol A/Tc C/o Christine Moore
2925 Bob Bettis Rd
Marietta, GA 30066

Legal

PARC IN S1/2 NE SW & S1/2 SW DESC DR414
P431 1-35-6 11.96A

309 SPECTACLE DR

Transfer of Ownership

Date
03/08/1991

Owner
Kilmer Herbert L & Mo

Doc ID Code Book/Page Adj Sale Price VII

WD / \$0

512, 1 Family Dwell - Unplatted (10 to 19

Center 003 Center Acreage

Notes

10/30/2013 General: TN DREW HOUSE

6/13/2012 General: TCL: REMOVED AG RATE-

NOT FARMED

10/4/2011 General: PER REASSESSMENT -

ADDED CONCP

J/C

7/7/2006 : SMS 7-7-06 NEVER HAD HOMESITE

ALLOCATED CHANGED 3.1.06



Res

Valuation Records: Work in Progress values are not certified values and are subject to change

Assessment Year	2018	2017	2016	2015	2014
Reason For Change	WIP	AA	AA	AA	AA
As Of Date	04/18/2018	05/12/2017	06/17/2016	06/18/2015	06/18/2014
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	☒	☐	☒	☒	☒
Land	\$187,200	\$187,200	\$181,700	\$173,900	\$169,200
Land Res (1)	\$48,500	\$48,500	\$54,000	\$51,700	\$50,300
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$138,700	\$138,700	\$127,700	\$122,200	\$118,900
Improvement	\$192,000	\$189,000	\$182,000	\$169,000	\$163,400
Imp Res (1)	\$97,500	\$96,000	\$92,400	\$169,000	\$163,400
Imp Non Res (2)	\$94,500	\$93,000	\$89,600	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$379,200	\$376,200	\$363,700	\$342,900	\$332,600
Total Res (1)	\$146,000	\$144,500	\$146,400	\$220,700	\$213,700
Total Non Res (2)	\$94,500	\$93,000	\$89,600	\$0	\$0
Total Non Res (3)	\$138,700	\$138,700	\$127,700	\$122,200	\$118,900

Land Data (Standard Depth: Res 100', GI 100' Base Lot: Res 0' X 0' GI 0' X 0')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig %	Market Factor	Value
9rr	A		0	1.0000	1.00	\$48,500	\$48,500	\$48,500	0%	100%	1.0000	\$48,500
91rr	A		0	1.0000	1.00	\$18,200	\$18,200	\$18,200	0%	0%	1.0000	\$18,200
91rr	A		0	9.9600	1.00	\$12,100	\$12,100	\$120,516	0%	0%	1.0000	\$120,520

Land Computations

Calculated Acreage

Actual Frontage

Developer Discount

Parcel Acreage

81 Legal Drain NV

82 Public Roads NV

83 UT Towers NV

9 Homesite

91/92 Acres

Total Acres Farmland

Farmland Value

Measured Acreage

Avg Farmland Value/Acre

Value of Farmland

Classified Total

Farm / Classified Value

Homesite(s) Value

91/92 Value

Supp. Page Land Value

CAP 1 Value

CAP 2 Value

CAP 3 Value

Total Value

\$48,500

\$0

\$138,700

\$187,200

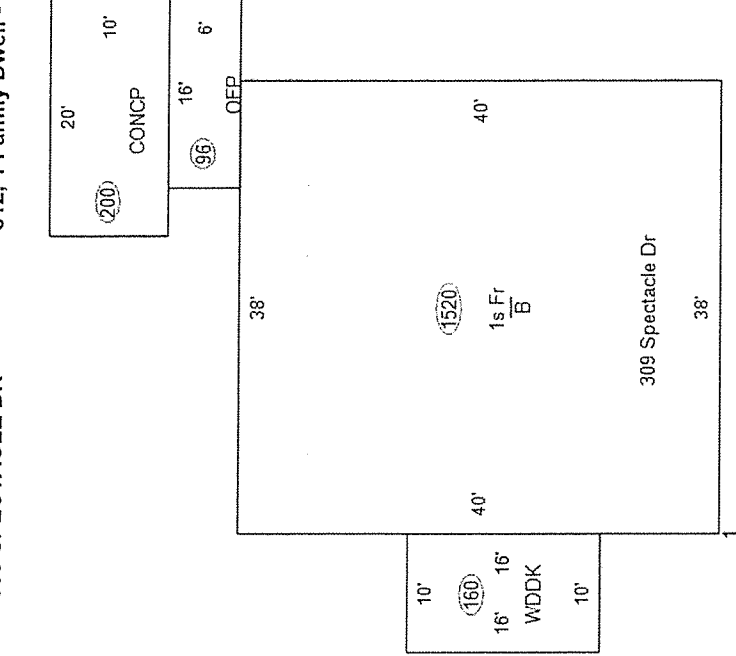
General Information			Plumbing	
Occupancy	Row Type	#	TF	
Description	Full Bath	2	6	
Story Height	Half Bath	0	0	
Style	Kitchen Sinks	1	1	
Finished Area	Water Heaters	1	1	
Make	Add Fixtures	0	0	
	Total	4	8	

Floor Finish		Accommodations	
☐ Earth	☐ Tile	Bedrooms	
☐ Slab	☐ Carpet	Living Rooms	
☐ Sub & Joint	☐ Unfinished	Dining Rooms	
☐ Wood	☐ Other	Family Rooms	
☐ Parquet		Total Rooms	

Wall Finish		Heat Type	
☐ Plaster/Drywall	☐ Unfinished		
☐ Paneling	☐ Other		
☐ Fiberboard			

Roofing		Exterior Features	
☐ Built-Up	☐ Metal	Area	Value
☐ Wood Shingle	☐ Asphalt	96	\$4,400
☐ Other	☐ Slate	200	\$1,100
	☐ Tile	160	\$2,700

Description	Area	Value
Porch, Open Frame	96	\$4,400
Patio, Concrete	200	\$1,100
Wood Deck	160	\$2,700



Description	Count	Value
Specialty Plumbing		

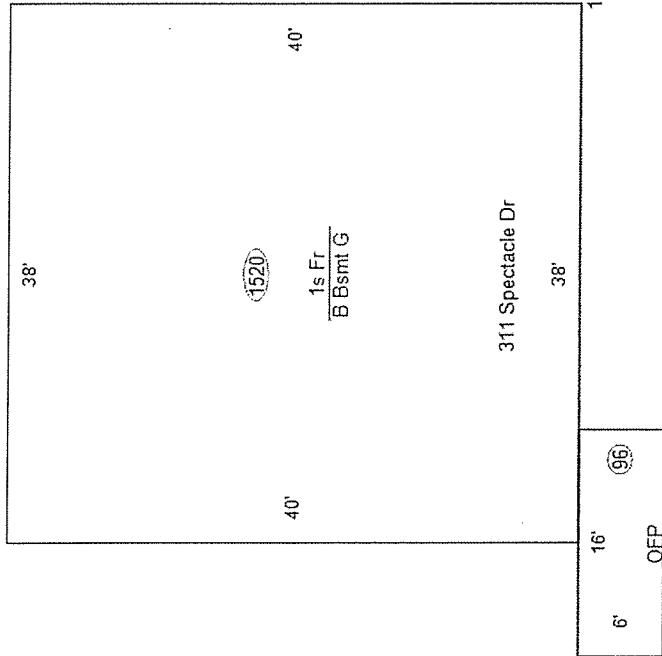
Cost Ladder			Totals	
Floor Constr	Base	Finish	Value	
1 1Fr	1520	1520	\$94,000	
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt	1520	0	\$31,300	
Crawl				
Slab				

Adjustments	2 Row Type Adj. x 0.95	Total Base
Unfin Int (-)		\$125,300
Ex Liv Units (+)		\$119,035
Rec Room (+)		\$0
Loft (+)		\$0
Fireplace (+)		\$0
No Heating (-)		\$0
A/C (+)	1:1520	\$3,400
No Elec (-)		\$0
Plumbing (+ / -)	8 - 5 = 3 x \$800	\$2,400
Spec Plumb (+)		\$0
Elevator (+)		\$0
Sub-Total, One Unit		\$124,835
Sub-Total, 1 Units	\$8,200	\$133,035
Exterior Features (+)		\$133,035
Garages (+) 0 sqft		0.90
Quality and Design Factor (Grade)		1.04
Location Multiplier		Replacement Cost
		\$124,521

Summary of Improvements

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Age	Co nd	Base Rate	LCM	Adj Rate	RCN	Size	Norm Dep	Remain. Value	Abn Obs	PC Nbhd	Mrkt Value	Improv Value	
1: Row Type	0%	1	Wood Frame	D+2	1972	1972	46 A			1.04			3,040 sqft	40%	\$74,710	0%	100%	1,000	1.2652	\$94,500

General Information		Plumbing	#	TF
Occupancy	Row Type 2	Full Bath	2	6
Description	Row Type 2	Half Bath	0	0
Story Height	1	Kitchen Sinks	1	1
Style	N/A	Water Heaters	1	1
Finished Area	1520 sqft	Add Fixtures	0	0
Make		Total	4	8
Floor Finish				
☐ Earth	☐ Tile			
☐ Slab	☐ Carpet			
☐ Sub & Joint	☐ Unfinished			
☐ Wood	☐ Other			
☐ Parquet				
Wall Finish				
☐ Plaster/Drywall	☐ Unfinished			
☐ Paneling	☐ Other			
☐ Fiberboard				
Roofing				
☐ Built-Up	☐ Metal	☐ Slate	☐ Tile	
☐ Wood Shingle	☐ Asphalt	☐ Other		
Exterior Features				
Description	Area	Value		
Porch, Open Frame	96	\$4,400		

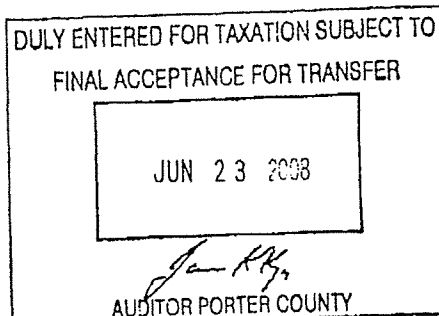


Description	Count	Value
Specialty Plumbing		

Floor	Constr	Base	Finish	Value	Totals
1	1Fr	1520	1520	\$94,000	
2					
3					
4					
1/4					
1/2					
3/4					
Attic					
Bsmt		1520	0	\$31,300	
Crawl					
Slab					
Adjustments				Total Base	\$125,300
Unfin Int (-)				2 Row Type Adj. x 0.95	\$119,035
Ex Liv Units (+)					\$0
Rec Room (+)					\$0
Loft (+)					\$0
Fireplace (+)					\$0
No Heating (-)					\$0
A/C (+)				1:1520	\$3,400
No Elec (-)					\$0
Plumbing (+ / -)				8 - 5 = 3 x \$800	\$2,400
Spec Plumb (+)					\$0
Elevator (+)					\$0
Sub-Total, One Unit					\$124,835
Sub-Total, 1 Units					\$129,235
Exterior Features (+)				\$4,400	\$137,235
Garages (+) 1520 sqft				\$8,000	0.90
Quality and Design Factor (Grade)					1.04
Location Multiplier					\$128,452
Replacement Cost					

Summary of Improvements																			
Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Co Age	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbhd	Mrkt Value	Improv Value	
1: Row Type 2	100%	1	Wood Frame	D+2	1972	1972	46 A		1.04		3,040 sqft	\$128,452	40%	\$77,070	0%	100%	1,000	1.2652	\$97,500

Address of Grantee:
305 Spectacle Drive
Valparaiso, IN 46383



2008-017027

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
06/23/2008 11:37AM
LINDA D. TRINKLER
RECORDER

REC FEE: \$22.00
PAGES: 3

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE WITNESSETH, That Christine L. Moore, as personal Representative of the Estate of Helen J. Kilmer, deceased, whose estate is under the supervision of the Superior Court of Porter County, Under Cause #64D01-0208-ES-6929 in the office of the Clerk of the Superior Court of Porter County, Indiana, hereby **CONVEYS** to HERBERT L. KILMER, of legal age, of Monroe County, in the State of Indiana; CHRISTINE L. MOORE, of legal age, of Polk County, in the State of Florida; PHILIP R. KILMER, of legal age, of Palm Beach County, in the State of Florida; and CAROL A. HIMES, of legal age, of Palm Beach County, in the State of Florida, all as tenants in common, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Porter County, in the State of Indiana, to-wit:

Part of the North half of the Northeast Quarter of the Southwest Quarter of Section 1, Township 35 North, Range 6 West, Second Principal Meridian, Porter County, Indiana, and being more particularly described as follows:

Beginning at the Southeast corner of said Half-Quarter-Quarter Section; thence North 05 degrees 10 minutes 00 seconds East, 155.00 feet on and along the East line of said Half-Quarter-Quarter Section; thence North 67 degrees 55 minutes 03 seconds West, 125.20 feet to a 5/8-inch diameter rebar; thence South 27 degrees 04 minutes 15 seconds West, 110.00 feet to a 5/8-inch diameter rebar; thence South 21 degrees 26 minutes 25 seconds West, 101.08 feet to a 5/8-inch diameter rebar on a line 10 feet north, as measured at right angles, of the South line of said Half-Quarter-Quarter Section; thence South 89 degrees 49 minutes 06 seconds West, 66.39 feet parallel with and 10 feet north, as measured at right angles, of the South line of said Half-Quarter-Quarter Section to the intersection with the southerly extension of the west line of the second tract of land described in Deed Record 233, page 267; thence South 19 degrees 29 minutes 08 seconds West, 10.62 feet on and along the southerly extension of said west line to the intersection with the South line of said Half-Quarter-Quarter Section; thence North 89 degrees 49 minutes 06 seconds East, 259.00 feet on and along the South line of said Half-Quarter-Quarter Section to the point of beginning, containing 0.69 acres, more or less.

TOGETHER WITH a non-exclusive Easement for ingress, egress and utilities, for the benefit of the lands of the Grantee, her heirs, successors and assigns, to the East and to the South, being a part of the North Half of the Northeast Quarter of the Southwest Quarter of Section 1, Township 35 North, Range 6 West, Second Principal Meridian, Porter County, Indiana, and being more particularly described as follows: Commencing at the Southeast corner of said Half-Quarter-Quarter Section; thence South 89 degrees 49 minutes 06 seconds West, 193.00 feet on and along the South line of said Half-Quarter-Quarter Section; thence North 21 degrees 26 minutes 25 seconds East, 10.76 feet to a 5/8-inch diameter rebar on a line 10 feet north, as measured at right angles, of the South line of said Half-Quarter-Quarter Section, and being the point of beginning of this description; thence South 89 degrees 49 minutes 06 seconds West, 66.39 feet parallel with and 10 feet north, as measured at right

✓ Christine Moore 305 Spectacle Dr. Valparaiso, IN

02-15
46383
5-0

angles, to the South line of said Half-Quarter-Quarter Section to the intersection with the southerly extension of the west line of the second tract of land described in Deed Record 233, page 267; thence North 19 degrees 29 minutes 08 seconds East, 10.62 feet on and along the southerly extension of said west line to a point which is 20 feet north, as measured at right angles, to the South line of said Half-Quarter-Quarter Section; thence North 89 degrees 49 minutes 06 seconds East, 66.78 feet parallel with and 20 feet north, as measured at right angles, of the South line of said Half-Quarter-Quarter Section; thence South 21 degrees 26 minutes 25 seconds West, 10.76 feet to the point of beginning, containing 665 square feet, more or less.

ALSO, Part of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 35 North, Range 6 West, described as beginning at a point on the North line of said fraction 359 feet West of the Northeast corner thereof and continuing thence West along said North line of said fraction, 833 feet, more or less, to a point 132 feet East of the Northwest corner of said fraction; thence Southerly on a line parallel to the West line of said fraction, 336.7 feet; thence Easterly at 90 degrees 260 feet; thence Northerly at 90 degrees 146.9 feet; thence Easterly 567.9 feet to a point 189.2 feet Southerly of the point of beginning; thence Northerly 189.2 feet to the point of beginning; EXCEPTING THEREFROM the following: Commencing at a point on the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 1, 132 feet East of the Northwest corner of said fraction and running thence East along said North line of the fraction a distance of 150 feet; thence South a distance of 336.7 feet; thence West 150 feet; and thence North to the place of beginning. Containing, after said exception, 3.32 acres, more or less.

ALSO, Beginning at a point 193 feet West of the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 35 North, Range 6 West of the Second Principal Meridian; thence running South 189.2 feet to an iron pipe; thence West 66 feet; thence North 189.2 feet to the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence East 66 feet to the place of beginning, containing 0.29 of an acre, more or less.

ALSO, a parcel of land beginning at the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 35 North, Range 6 West of the Second Principal Meridian; thence running South 189.2 feet to an iron pipe; thence West 193 feet to an iron pipe; thence North 189.2 feet to the North line of said South $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$; thence East 193 feet to the point of beginning, containing 0.84 of an acre, more or less.

ALSO, A parcel of land beginning at a point 259 feet West of the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 35 North, Range 6 West; thence running South 189.2 feet to an iron pipe; thence West 100 feet to an iron pipe; thence North 189.2 feet to the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence East 100 feet to the point of beginning.

Containing 0.43 acre, more or less.

SUBJECT TO all taxes.

64-09-01-300-014-000-003
64-09-01-300-018-000-003
64-09-01-300-016-000-003
64-09-01-300-015-000-003
64-09-01-300-017-000-003

IN WITNESS WHEREOF, the said Christine L. Moore, as Personal Representative of the Estate of Helen J. Kilmer, has hereunto set her hand and seal this 20th day of June, 2008.

Christine L. Moore
CHRISTINE L. MOORE, Personal Representative of the
Estate of Helen J. Kilmer, deceased

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christine L. Moore, as Personal Representative of the Estate of Helen J. Kilmer, and acknowledged the execution of the foregoing Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of JUNE, 2008.



Herbert L. Kilmer
Notary Public
HERBERT L. KILMER Printed
Residing in Monroe County, IN
My Commission Expires: 1-8-2016

EXAMINED AND APPROVED IN Open Court this _____ day of _____, 2008.

Roger V. Bradford
Porter Superior Court #1

James Johnson
James Johnson, Magistrate
Porter Superior Court #1.

I AFFIRM UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. HERBERT L. KILMER

This Instrument prepared by Herbert L. Kilmer, Attorney, Bloomington, IN



MEETING: Site Review Committee
SUBJECT: Spectacle Subdivision
ADDRESS: 309 Spectacle Drive
PRELIMINARY SITE REVIEW

LOCATION: City Hall
DATE: October 2, 2018

IN ATTENDANCE:

Carley Lemmon	(219) 462-1161
clemmon@valpo.us	
Adam McAlpine, Engineering Dept.	(219) 462.1161
amcalpine@valpo.us	
Amanda Glanz, Water Reclamation	(219) 464-4973
aglanz@valpo.us	
Mike Steege, Utilities	(219) 462-6174
msteege@valpo.us	
Tim Stites, Fire Department	(219) 462-8325
tstites@valpo.us	
Nate McGinley, Public Works Director	(219) 462-4612
nmcginley@valpo.us	

PRESENTERS:

Todd Leeth, Hoepfner Wagner & Evans
(219) 464-4961 / tleeth@hwelaw.com
Randy Peterson, Abonmarche
(219) 246-4196 / rpeterson@abonmarche.com

The following is a summary of discussion at this meeting:

OPENING: The Site Review Committee met to discuss the proposed Spectacle Subdivision to be located at 309 Spectacle Drive. Lemmon stated that site review is not an approval. Rather, it is a preliminary discussion of the requirements and issues to be considered by the developer or owner. It is possible it will need to come back before site review or to seek other approvals.

EXPLANATION OF PROJECT: Leeth mentioned this is an annexation project. The property owners have requested that Abonmarche prepare for a single-family residential subdivision for annexation into the City. The project will be developed under City UDO standards. The plan submitted for site review is a preliminary design. The only petition pending before the City is a petition for annexation. The property is 17.1 acres and is on the south side of Spectacle Drive. The property is bordered by the existing corporate boundaries of the City. State law requires 12.5% contiguity with the City; however, this property has 30% contiguity. Leeth said it makes sense for the City to take the property in and control the development under City standards. City utilities will provide sewer and water. Leeth mentioned that some of the extensions have already been made to or near the property. Spectacle Drive is a County road. After the annexation, it will probably continue to be a County road. Peterson conveyed the plan shows 41 single-family residential lots. They anticipate the property being brought into the City under the General Residential Zoning. The minimum lot size under General Residential is 6,000 sq. ft. Peterson said their smallest lot is 9,000 sq. ft. Sewer and water are extended into and through this site. Peterson stressed that the submitted plan is conceptual. Nothing is set in stone. Peterson indicated they were hired by the owners to provide a feasibility study and to find out what could happen on the property. The plan submitted is the third concept that was developed for the owners. Peterson is aware that there may be adjustments that will need to be made. Peterson mentioned there is an 8" sewer line along the east property line. This sewer line actually cuts through the property. Peterson said some of this line may be relocated to allow for more lots.

There is an 8" water main that follows the northeast boundary line. This main will be extended into the site. Potentially, this could loop down into Andover. As the project progresses, Peterson will look at what type of easements are to the south of the property. Peterson mentioned there is some concern about pressure and water flow. This site has two low points; one at the northwest corner and one at the southeast corner. Peterson said these areas have been reserved for detention. There is a large drainage way going in a northwesterly direction. This drainage way will be used for detention and released at the City's allowable release rate. It will connect to any available infrastructure. Peterson said roads are planned at the City standard of 30 ft. with 2 ft. curbs. Peterson mentioned that Spectacle is an older, narrower road, but it appears to be in relatively good shape. The western entrance for this property has been placed at the crest of the hill. There is a large grade change and the entrance was placed to maximize the site distance to the east and west.

STAFF COMMENTS:

MCGINLEY: McGinley conveyed that since this project is in the very early stages of development, issues about sidewalks, ramps, curbs, etc. will be covered when more detailed plans are presented. McGinley said that one item Public Works is concerned about is exactly how many homes will have to be serviced for solid waste and recycling. Public Works will need to supply two totes per household. McGinley needs to know the actual center line lengths for the roadways so that he knows what type of service will be needed for snow plowing and road maintenance. McGinley will provide more comments once more detailed plans are provided.

MCALPINE: McAlpine conveyed a drainage report will be required and will need to outline how the drainage will be managed. McAlpine said if they plan to have the drainage go to the northwest, they need to keep in mind there is a City planned storm drainage project that will outlet at Spectacle. This will need coordination as plans move forward for both this project and the City's storm drainage project to see if there is a possibility to work together. McAlpine mentioned that at the southeast corner, the outlet will be going outside of the City limits and into the VLACD. It will be necessary to show coordination with the VLACD. Some level of analysis of the downstream storm sewer system will be required to ensure the system is capable of handling the flow they intend to send that way. Further discussion will be needed. McAlpine mentioned that he would like to see rear yard storm sewers wherever possible and wherever they benefit the neighborhood. Rear yard storm sewers are intended to be privately maintained and managed by the Home Owners Association. A tree survey will be required for the amount of deforesting that will take place for the construction of the subdivision. McAlpine suggested they refer to the Unified Development Ordinance for the tree clearing standards. Since Spectacle Drive is a County road, the City will need to coordinate suggested frontage improvements (pavement, sidewalks, curb and gutter, roadway widening) with the County. McAlpine suggested a meeting between the City and County to discuss this issue. McAlpine conveyed that Lot 3 appears awkward. Everything else looks like it works within the neighborhood; however, Lot 3 fronts Spectacle. Leeth asked if the City would allow this lot to front on Spectacle. McAlpine said it would be allowed. Leeth explained they have a limited frontage on Spectacle and they want to create a separation between the two roads. Peterson said the sewer is there too, and they will probably line up the common lot line between Lots 2 and 3 with the sewer. However, they do not know the exact location of the sewer. A topo has not been done. Peterson said the intent is that Lot 3 will have a drive on Spectacle. Peterson said this can be discussed further. Leeth said the front doors for Lots 1, 2, 4 and 5 may face Spectacle, but the driveway will come off the interior roads. Leeth feels the owners would not be opposed to a restriction that states Lots 1, 2, 4 and 5 no matter the orientation of the front door will have the driveway off the interior road. McAlpine indicated that he isn't so much concerned about driveways off Spectacle, but the comment relates to making this a community so there is a sidewalk that connects these lots to the rest of the neighborhood. McAlpine said we need to explore how this neighborhood can be connected to the City with a pathway. McAlpine suggested

some form of a pathway through the open space detention. An easement to the south will need to be acquired. This pathway would essentially connect this neighborhood to the City. A Wetland Delineation Report is required. McAlpine suggested they look at creating an open space for community use.

LEMMON ON BEHALF OF KENT: The Plan Commission Public Hearing for annexation and property rezone is scheduled for October 9th. The current zoning is R2, Medium Density Single Family and RL, Lake Residential. The proposed zoning is GR, General Residential Single Family. If the property is annexed into the City prior to the primary plat, it will be necessary to include the Open Space Ratio calculations and the Gross and Net Density calculations. The required setbacks are: Street Yard – 20 ft.; Side Yard - 6/12; Rear Yard – 25 ft. The maximum building height is 25 ft. The building coverage is .44 and lot coverage is .50. The required lot width is 60 ft. and the minimum lot size is 6,000 sq. ft. Kent mentioned he is concerned with Lot 21. This lot has the front yard and 2 street side yards. It will be difficult for a home owner to place a pool or shed on this lot. Kent suggested they look at Lot 12. With the front yard setback and the easements in the rear, the lot is not very deep. The proposed subdivision will need to meet the landscape requirements of Article 10 of the Unified Development Ordinance. A 50 sq. ft. subdivision sign is permitted. This needs to be taken into consideration when platting the lot. A landscape median with a sign maybe appropriate for this subdivision. If possible, the cul-de-sac should be eliminated. If, however, the cul-de-sac cannot be eliminated, it will be necessary to meet the standards in Section 8.207. Kent suggested looking at a pathway connection to Andover Drive via the utility easement as the southeast corner of the subdivision. The Covenants, Conditions and Restrictions will be required at the time of primary plat submittal. Pursuant to Article 2, Section 2.506, single-family attached homes can be built in the GR zoning district. Sidewalks will be required throughout the subdivision. Additional comments will be provided as the project moves forward.

STITES: Stites requested the Fire Department be kept in the loop. Stites said if a landscape median is installed, it will be necessary to consult with the Fire Department to make sure the width will allow the fire trucks to pass through.

STEEGE: Steege said Utilities will hold comments until they receive a detailed set of drawings with Plan and Profile. Steege mentioned they will wait until the annexation is approved to do the hydraulic analysis.

GLANZ: The Water Reclamation Department is interested in what is being discharged into the sanitary sewer. Glanz asked if this will be a strictly residential development. Peterson said it will be residential only. There are no plans for any type of commercial development. Leeth added that there will not be a community building or community pool.

ISSUES TO BE RESOLVED:

Tree Survey

Pathway

Wetland Delineation Report

Landscaping Plan (with tree survey)

Site Improvement Permit

Signage/Fencing Permit

Provide Covenants, Conditions and Restrictions