

MONROE COUNTY PLAT COMMITTEE



**May 19, 2022
4:00 pm**

Hybrid Meeting

In-person

Monroe County Government Center
Planning Department
501 N. Morton Street, Suite 224
Bloomington, IN 47404

Virtual

Zoom Link: <https://monroecounty-in.zoom.us/j/82305485858?pwd=c2lrWFp0eGFNQUtqK0NQOIFLazRTQT09>

If calling into the Zoom meeting, dial: 312-626-6799

Meeting ID #: 823 0548 5858

Password: 278851

A G E N D A
MONROE COUNTY PLAT COMMITTEE
of the Monroe County Plan Commission

Monroe County Planning Department
HYBRID

When: May 19, 2022 at 4:00 PM

Where: 501 N Morton St, Suite 224

Or via Zoom: <https://monroecounty-in.zoom.us/j/82305485858?pwd=c2lrWFp0eGFNQUtqK0NQQiFLazRTQT09>

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When prompted, enter the Meeting ID #: 823 0548 5858

Password: 278851

ADMINISTRATIVE: None.

OLD BUSINESS: None.

NEW BUSINESS:

1. **SPP-22-2 Southern Meadows Subdivision Phase II-VI Preliminary Plat Extension PAGE 3 (2005-SPP-02) Request for Five Year Extension. Plat Committee Recommendation.**
Seventy-eight (78) parcels on 33.40 +/- acres in Section 20 or Perry Township between S Rogers ST and S College DR, Parcel no. 53-08-20-100-055.002-008.
Owner: SOMO Development Company LLC
Zoned MR. Contact: dmyers@co.monroe.in.us

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact Monroe County Title VI Coordinator Angie Purdie, (812)-349-2553, apurdie@co.monroe.in.us, as soon as possible but no later than forty-eight (48) hours before the scheduled event.

Individuals requiring special language services should, if possible, contact the Monroe County Government Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed.

The meeting will be open to the public.

MONROE COUNTY PLAN COMMISSION MEETING**August 18, 2020**

PLANNER Jackie Nester Jelen, AICP
CASE NUMBER 2005-SPP-02, Southern Meadows - Major Preliminary Plat Amendment
PETITIONER Abington Emerson Investments, Llc in care of Smith Brehob & Associates
ADDRESS 4600 block of S College DR (Parcel #s: 53-08-21-200-108.002-008 & 53-08-20-100-055.002-008)
REQUEST Major Subdivision Preliminary Plat Amendment to subdivide 1 parcel into 95 parcels to 1906-SPP-01 (Approval for Major Subdivision to subdivide 1 parcel into 98 parcels and Plat Vacation of Tract 2 of the Southcrest Mobile Home Park Type A Administrative Subdivision and Buildable Area Waiver for lots 16-23, 35-45, 47-52, 61-63, 68-72, 76-78, 85-86, & 91-94).
Preliminary Hearing. Waiver of Final Hearing Requested.
ZONE MR
ACRES 37.0 acres +/-
TOWNSHIP Perry
SECTION 20 & 21
COMP. PLAN
DESIGNATION MCUA Mixed Residential & Open Space, MCUA Phase II – Neighborhood Development (N2)

EXHIBITS

1. Quiet Title Research for Abandoned CSX Railroad – Blind Squirrels LLC
2. Southern Meadows Preliminary Plat Amendment 1 – [Part I](#), [Part II](#), and [Part III](#)
3. Recorded Easement
4. Type E Subdivision
5. Final Plat Amendment to Southcrest Mobile Home Park
6. Staff report 1906-SPP-01

RECOMMENDATION

Staff gives a recommendation of **approval** for the preliminary plat amendment based on findings of facts and subject to the Highway Department reports.

SUMMARY

The approval of this preliminary plat amendment will impact the timing of 3 common area lots, totaling 1.51 acres after right-of-way dedication, will be transferred to Blind Squirrels LLC. All prior conditions of approval remain the same. The Plan Commission may add new conditions of approval if it is related to the amendment before you. Here are the conditions of approval (items in bold have not been met):

1. **All residential lots in the subdivision are required to submit engineered site plans before issuance of the Improvement Location Permits.**
2. **Before Certificate of Occupancy, each lot must submit engineered as-built plans of the developed lot for approval by the MS4 Coordinator.**
3. Petitioner must indicate lowest adjacent grade for lots 10, 22, 43-44, 55-64, 71-72, 84-86, 88-89, 90-91, 93-96 on the preliminary and final plats. Changes made to the platted lowest adjacent grade can be approved administratively through the Monroe County Drainage Board.
4. Borrow sites throughout the subdivision can be permitted no matter the phasing.
5. Abandoned Railroad bed to be used as a trail should be placed in a fee simple lot and built out as part of this subdivision.
6. Commitment between Blind Squirrels and AEI must be recorded following preliminary plat approval and prior to final plat recording.
7. **Petitioner submit written commitments for off-site work to be conducted with approval of this project.**
8. **Developer commits to grant SCA per Ch. 829 should new sinkholes surface prior to lot development. A geotechnical engineer must be present on the site during initial mass**

grading of any phase, especially during road and detention pond construction. If an issue arises, the petitioner's engineer will be required to notify staff and provide any alternate plans.

9. Drainage details of flood way crossing at west entrance and remaining drainage calculations are to be approved by the MS4 Coordinator prior to issuance of any grading permits.

BACKGROUND

The Southern Meadows Major Subdivision petition was approved to create 98 parcels split into 6 phases on January 21, 2020. As part of the request and conditions of approval, the petitioner recorded an easement with Blind Squirrels LLC that allowed access through That Road primarily outside of the floodway (Exhibit 3). This access point is critical in allowing two points for ingress and egress for the Southern Meadows subdivision.

Upon meeting with AEI and Blind Squirrels LLC, we discussed the delay in conveying the 3 common area lots totaling 1.51 acres (after right-of-way dedication to the county) in phase I of Southern Meadows until the property is final platted. Since this would hold up the timeline for the transfer of lots, Blind Squirrels requested that Abington Emerson Investments move forward with a request to the Plan Commission to do a preliminary plat amendment to amend the original boundaries of the Southern Meadows Major Subdivision. The purpose of this amendment is to transfer land to Blind Squirrels LLC in return for the now recorded easement (Exhibit 3) ahead of the final plat of Southern Meadows Phase I. The resulting amendment is requesting approval of 95 lots instead of 98 lots that were originally approved. The Blind Squirrels LLC will be acquiring the prior 3 common area lots under a Type E subdivision (Exhibit 4) and related final plat amendment (Exhibit 5). Since the parcel is currently approved for a major subdivision, the petitioners have been advised to seek Plan Commission approval for the Southern Meadows preliminary plat amendment prior to finalizing and recording the administrative/final plat amendments to officially transfer the land.

The Type E for the Blind Squirrels LLC does include property that is part of an abandoned CSX railroad corridor. The County has recorded interest (by deed) to many parts of the fee simple fragments of the abandoned CSX railroad corridor for future pedestrian trail connectivity. The easement that would connect Southern Meadows to That Road would require crossing over the abandoned CSX railroad on the Blind Squirrels LLC property. The Blind Squirrels LLC went through a quiet title action earlier this year to revert the abandoned CSX railroad back to the Blind Squirrels LLC. The need for quiet title was known by County Legal prior. However, when Planning staff requested information about title research and notified parties for the quiet title action from the representative for Blind Squirrels LLC, it became clear more research was needed. As a result, Carmin Parker was hired to do title research needed to support the quiet title action (See Exhibit 1).

Exhibit 1 includes the research that was conducted to confirm whether the County had any interest in the abandoned CSX railroad. Since the County does not have strong evidence showing ownership of the abandoned CSX railroad corridor as a former fee simple parcel, county staff is moving forward with the review of the proposals for subdivision before the Plan Commission. To finalize any ambiguity, the County Legal team can work with the County Commissioners to execute a quit claim deed to the current property owners (Blind Squirrels LLC).

In review of the Blind Squirrels Type E and related quiet title action to add the abandoned CSX railroad property into the Blind Squirrels LLC property, staff also recognized that the outline plan for the Blind Squirrels property requires a 100' dedicated right-of-way for That Road extension. The requirement for the 100' dedication is a condition of the plat recording because of the PUD outline plan; alternatively, Blind Squirrels LLC can be amend the outline plan amendment concurrently. Planning staff is going to be rectifying the zoning records on the Elevate GIS with the Ordinance that created the Planned Unit Development on the property. Should the Blind Squirrels LLC come before the Plan Commission with a separate subdivision proposal, there would be a requirement at that time for a sidewalk/trail within the right-

of-way of S Rogers ST.

If the preliminary plat amendment is denied, the Blind Squirrels LLC would have to wait until Phase I of the Southern Meadows subdivision is recorded. To record phase I of Southern Meadows, Planning staff has requested that major infrastructure be installed prior to approval. The issue for Blind Squirrels and AEI is one of timing: AEI must connect through the Blind Squirrels property to begin installing infrastructure for Phase 1 of Southern Meadows; however, AEI was unable to transfer the land before starting construction due to the fact that infrastructure must be installed.

AEI and Blind Squirrels have decided to pursue this preliminary plat amendment and a course of action as follows:

1. Request approval to amend the boundaries of the original Southern Meadows Preliminary Plat approval, changing the number of lots requested from 98 to 95 parcels total.
 - a. If approved, record Type E and corresponding Final Plat Amendment to transfer land immediately to Blind Squirrels LLC
 - b. If denied, build out improvements for phase I and final plat as soon as possible to transfer the parcels to Blind Squirrels LLC fee simple. To allow Blind Squirrels to utilize this property, they would be required to do a preliminary plat amendment to Southern Meadows at that time to amend the boundaries.

Since the process includes a plat amendment to the Southcrest Mobile Home Park plat, the petitioner will also be seeking a plat vacation following the recording of that plat. This can be approved at a Plan Commission Administrative Meeting following this preliminary plat amendment approval and the recording of Southcrest plat.

Since AEI had intended to give the 3 common area lots to Blind Squirrels LLC all along, the common areas did not previously have any proposed detention facilities or grading work that impacted the subdivision. The associated calculations have not changed as the common areas were not critical open space for the subdivision to begin with, partially because AEI knew they would be transferring the lots.

FINDINGS OF FACT - REQUEST TO AMEND BOUNDARIES OF THE SUBDIVISION

The petitioner has requested to remove the condition of approval from the prior approval of the Sliding Scale Subdivision. Chapter 854-11 (C) states:

(C) If the final subdivision plat materially deviates from the approved preliminary plat, the subdivision shall be resubmitted to the Commission for a new preliminary approval in accordance with the procedures and requirements for preliminary approval. For purposes of this section, a material deviation is one that:

- (1) increases the number of subdivision lots;*
- (2) adds, removes or reconfigures an internal subdivision street or relocates a subdivision access point;*
- (3) affects a condition of preliminary plat approval that was established by the Commission during the preliminary plat approval stage;*
- (4) reduces the area devoted to open spaces or buffer landscaping; or,*
- (5) would require a waiver of the requirements and standards of these regulations or would negate the basis for a modification that was granted;*

850-3 PURPOSE OF REGULATIONS

(A) To protect and provide for the public health, safety, and general welfare of the County.

Findings:

- The petitioner is requesting to reduce the amount of common area space from 8 common area lots totaling 7.68 acres to 6.17 acres;
- The petitioner made an agreement to transfer the common area parcels previously included in the Southern Meadows approval to Blind Squirrels;
- The common areas do not serve a purpose for the subdivision's overall drainage. In addition, there is not a minimum percent of open space required for Major Subdivisions;

(B) To guide the future development and renewal of the County in accordance with the Comprehensive Plan and related policies, objectives and implementation programs.

Findings:

- The modification does not change the improvements that are required for this subdivision to occur;
- The modification still meets the objectives of the comprehensive plan for this area;

(C) To provide for the safety, comfort, and soundness of the built environment and related open spaces.

Findings:

- The transfer of land to Blind Squirrels LLC was known at the original time of preliminary plat approval. This process allows the transfer to occur before infrastructure is in place;
- The Blind Squirrels LLC would have to come before the Plan Commission with an outline plan amendment before they could utilize the transfer parcels as part of their PUD;
- See findings above;

(D) To protect the compatibility, character, economic stability and orderliness of all development through reasonable design standards.

Findings:

- Part of the transfer parcels is located in floodplain and therefore will be maintained as open space;

(E) To guide public and private policy and action to ensure that adequate public and private facilities will be provided, in an efficient manner, in conjunction with new development, to promote an aesthetically pleasing and beneficial interrelationship between land uses, and to promote the conservation of natural resources (e.g., natural beauty, woodlands, open spaces, energy and areas subject to environmental constraints, both during and after development).

Findings:

- The petitioner required a second form of ingress/egress. The access through the Blind Squirrels parcel was approved in part because it complies with the County Thoroughfare plan to extend That Road to the east;
- The transfer of parcels to Blind Squirrels was part of a private negotiation between Blind Squirrels and AEI;
- Part of the transfer parcels is located in floodplain and therefore will be maintained as open space;

(F) To provide proper land boundary records, i.e.:

(1) to provide for the survey, documentation, and permanent monumentation of land boundaries and property;

Findings:

- The petitioner has submitted a preliminary plat drawn by a registered surveyor.

(2) to provide for the identification of property; and,

Findings:

- The petitioner submitted a survey with correct references, to township, section, and range to locate parcel. Further, the petitioner has provided staff with a copy the recorded deed of the petition site. County Surveyor has also reviewed the plat for survey accuracy.

(3) to provide public access to land boundary records.

Findings

- The land boundary records are found at the Monroe County Recorder's Office and, if approved, this petition will be recorded there as a plat. The plat must comply with Chapter 860 - Document Specifications to be recorded.

FINDINGS OF FACT – WAIVER OF BUILDABLE AREA REQUIREMENT

856-7. Lots: Buildable Area

Any lot shall include a buildable area. The following shall not be included in buildable area:

- Special Flood Hazard Area as specified in Chapter 808;
- Wetlands as specified in Chapter 801;
- Slopes 15% or greater as specified in Chapter 825 Area 2 Regulations;
- Sinkhole Conservancy Areas as specified in Chapter 829;
- Drainage Easements as specified in Chapter 856;
- Riparian Conservancy Areas as specified in Chapter 801;
- Rights-of-way as specified in Chapter 801;
- Easements for access and in excess of 250 feet in length and 25 foot in width;
- Pole of a flag lot as specified in Chapter 801; and,
- Setbacks as specified by Ordinance.

Any subdivision of land for agricultural or conservation purposes not involving any new street or access easement or any non-agricultural structures shall be exempted from the buildable area requirement and the minimum lot size requirement. Land subdivided for agricultural or conservation purposes must include the use restriction that shall be recorded on the Final Plat and incorporated as a Recorded Commitment referenced on any deed conveying the land.

Section 850-12 of the Monroe County Subdivision Control Ordinance states: “The Commission may authorize and approve modifications from the requirements and standards of these regulations (including the waiver of standards or regulations) upon finding that:

1. Practical difficulties have been demonstrated:

Findings:

- Chapter 804 (Table 4-2) and Chapter 856-7 specifies that all lots created after October 2, 2015 shall include buildable area, which includes slopes less than 15%;
- The petitioner requests buildable area waivers for lots 16-23, 35-45, 47-52, 61-63, 68-72, 76-78, 85-86, & 91-94, which is 42 lots out of the 90 lots intended for single family use (47% of the single family lots)
- These lots are intended to be constructed as walkout basements, which require a slope greater than 15%;
- Walkout home designs are permitted in the County, however they are typically constructed on slopes less than 15% and require grading work at the time a building permit and Improvement Location Permit is issued. The rules regarding buildable area only apply to lots prior to land disturbance as opposed to final grade;
- Walkout basements do allow for gradual rear yards and in some cases, allows for tree preservation;
- The buildable area waiver would only apply to the construction of the single family residences and future accessory structures would require individual buildable area variances under the current zoning ordinance;
- The walkout basement design is supported by Stormwater as it ultimately leads to less land disturbance and efficient stormwater flow away from foundations;

2. The requested modifications would not, in any way, contravene the provisions of the Zoning Ordinance, the Comprehensive Plan or the Official Map of the County;

Findings:

- See findings under Section 1;
 - The buildable area waiver request is being triggered since many of the single family residences will locate the front of the home on a slope steeper than 15%;
 - Each building lot will be required to submit an engineered site plan and as-built construction plans to show that drainage is not being negatively impacted by each home construction site;
3. **Granting the modifications waiver would not be detrimental to the public safety, health, or welfare and would not adversely affect the delivery of governmental services (e.g. water, sewer, fire protection, etc.):**

Findings:

- See findings under Section 1;
 - Lots where the buildable area waiver is being requested could be less impact and include tree preservation areas. The petitioner has illustrated tree preservation along boundary lines of lots 36-38, 40-41 & 45-51, which is seen favorably by the MS4 Operator;
 - Planning staff recommends input by the Drainage Board as well as an eventual condition that all lots in this subdivision require a engineered site plan at the time of building permit application to ensure the elevation of the finished floor will not result in later drainage issues;
4. **Granting the modifications would neither substantially alter the essential character of the neighborhood nor result in substantial injury to other nearby properties;**

Findings:

- See findings under Section 1;
 - The subdivision will still be comprised of single family homes;
5. **The conditions of the parcel that give rise to the practical difficulties are unique to the parcel and are not applicable generally to other nearby properties;**

Findings:

- See findings under Section 1;
 - The parcel is currently less than 15% slope. Due to the configuration of the roads and the requirements by the Highway Department as it relates to the slope allowance of constructed streets, there are areas of cut and fill in excess of 6 feet in some areas. As a result, the slope of the lots along streets with greater amounts of cut or fill are in excess of 15% slope in order to meet existing topography and limit grading;
6. **Granting the requested modifications would not contravene the policies and purposes of these regulations;**

Findings:

- See findings under Section 1;
 - The purpose of the 15% slope regulation is to encourage structures to be located on less steep areas where there is the opportunity to do so. For walkout basement construction, the slope restriction becomes less clear as it does not prevent walkout basement design but restricts doing so on existing steep slopes;
7. **The requested modifications are necessary to ensure that substantial justice is done and represent the minimum modifications necessary to ensure that substantial justice is done;**

Findings:

- The petitioner anticipates that the grading shown on the preliminary plat will not be the final grades once the homes are constructed. Staff has conditioned all lots submit as-built plans before Certificate of Occupancy is issued;
- Staff is comfortable with limiting the amount of initial mass grading as long as as-built plans are submitted and the finished floor elevations are considered in the drainage plan with this subdivision proposal;
- See findings under Section 1;

8. The practical difficulties were not created by the Developer, Owner, Subdivider or Applicant; and,

Findings:

- See findings under Section 1;

9. The practical difficulties cannot be overcome through reasonable design alternatives;

Findings:

- The road design requirements are requiring additional grading that is making the 15% buildable area waiver a requirement;
- See findings under Section 1;

In approving modifications, the Commission may impose such conditions as will in its judgment substantially secure the objectives of these regulations.

EXHIBIT 1: QUIET TITLE RESEARCH ABANDONED CSX RAILROAD – BLIND SQUIRRELS LLC

EXHIBIT 3: RECORDED EASEMENT

OK LS
May 11 2020

2020006548 EASE \$25.00
05/11/2020 01:56:36PM 10 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



ACCESS AND UTILITIES EASEMENT

THIS ACCESS AND UTILITIES EASEMENT (this “**EASEMENT**” agreement) is made and executed this 6th day of May, 2020, by and between BLIND SQUIRRELS, LLC, an Indiana limited liability company (“**Grantor**”), and ABINGTON EMERSON INVESTMENTS, LLC, a Delaware limited liability company (“**Grantee**”). Grantor and Grantee are each an “**Owner**” hereunder.

RECITALS

A. Grantor is the owner of certain real property located in Monroe County, Indiana, in, on, under, over and through which Grantee desires to obtain an access easement and utilities easement (the “**Access and Utilities Easement Area**”). The Access and Utilities Easement Area is more particularly described on Exhibit A and depicted on Exhibit B, both attached hereto and by this reference incorporated herein.

B. Grantee desires to obtain a non-exclusive easement in, on, over, and across the Access and Utilities Easement Area for the benefit of certain property owned by Grantee in Monroe County, Indiana, as described in Exhibit C, incorporated herein, made a part hereof (“**Grantee's Property**”), and for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein.

C. In this document the “Access and Utilities Easement” is referred to as the “Easement” land is a permanent easement; the ten (10) feet wide easement added to each side of the Easement for the purposes of construction is a temporary easement (the “**Temporary Construction Easement**” which is equal to the permanent area of the **EASEMENT** plus the temporary 10 feet width added to each side boundary.

TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.**

1.1 **Grant of Access Easement.** Grantor hereby conveys to Grantee a non-exclusive access easement on, over, and across the Access and Utilities Easement Area for the use, construction, design, installation, repair, and replacement of a road right-of-way for pedestrian and vehicular ingress and egress into and out of Grantee's Property. This access easement, as well as all access and other rights provided for in this Agreement, will permit Grantee to access the Grantee's Property for any lawful present or future use to which the Grantee's Property may be put.

1.2 **Grant of Utilities Easement.** Grantor hereby conveys to Grantee, or its assignee if the assignment is to any public or quasi-public utility company, a non-exclusive utilities easement in, on, under, over and through the Access and Utilities Easement Area for the: (i) installation, construction and extension of any and all utility lines (i.e., water, sanitary sewer, storm water drainage, electricity, telecommunications, natural gas, etc.) and pipes and related facilities and all appurtenances thereto (collectively, the "Utilities"); (ii) tying into utility lines located on the Grantee's Property, if any; and (iii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the Utilities, along with the right of ingress and egress for such purposes.

1.3 **Grant of Temporary Easement for Initial Construction.** Grantor shall be responsible for the demolition and removal of the central portion of the existing building, improvements, and the removal of trees and brush, from the Easement Area as per a separate agreement between Grantor and Grantee, titled "Agreement Regarding Access and Utility Easement". Grantee shall be responsible for the construction of the road to be located on the Access and Utilities Easement Areas and related improvements including curbs, drainage, landscaping, signage and curb cuts (the "Road"). Grantor hereby grants to Grantee a temporary construction easement under, over and on that portion of the Grantor's property that reaches ten (10) feet north and south of the boundaries of the Access and Utilities Easement Area during the time of Grantee's initial construction of the Road (the "Temporary Easement Area"). Such temporary easement shall commence on the first day of road construction and shall terminate after such construction and any necessary restoration work is completed. After the completion of the initial construction, Grantee shall repair any portion of Temporary Constructed Easement Area disturbed by such construction to substantially the same condition as existed prior to such work. The Access and Utilities Easement Area and, so long as the temporary easement is in effect, the Temporary Easement Area, are collectively referred to as the Easement Area.

1.4 **Grantor's Use of the Road.** Grantor expressly reserves the right to construct curb cuts onto the north and south side of the road to allow for an access drive to and from the Road and the real property owned by Grantor adjacent to the Road as the same shall exist from time to time (the "Grantor Parcel"). The location of the curb cuts shall, if not included in the initial construction of the Road, be subject to Grantee's approval, not to be unreasonably withheld and shall be approved by the County and otherwise in compliance with Laws. In no event shall the curb cuts be constructed in a manner or location which



would negatively affect the possibility of the County not accepting the Road as a public right of way. If any curb cuts are constructed by Grantor rather than as a part of the initial construction of the roads, the curb cuts shall be completed in a manner which avoids any material interference with the use of the Road to gain access to Grantee's Parcel. Upon Grantor's completion of any curb cuts it installs, all damage to the Road and all related improvements, including landscaping, shall be repaired at Grantor's sole cost and expense, to a condition existing before work on the curb cuts commenced.

2. **Maintenance; Self Help.** Except as provided below, Grantee will maintain and repair the Access and Utilities Easement Area: (i) to standards required by any applicable municipal/government authorities; and (ii) in a workmanlike and acceptable manner, including maintaining the Access and Utilities Easement Area in such a manner as to allow Grantee's access to and from the Grantee's Property and Rogers Street. Grantee's maintenance and repair obligation will include but will not be limited to seal coating, striping and patching, and snow and ice removal. The foregoing is herein collectively referred to as the "Road Maintenance Obligations." Grantor shall be responsible for maintaining the landscaping, sidewalks and signage located in the Easement Area (the "Landscaping Maintenance Obligations"). All Road Maintenance Obligations shall terminate upon the acceptance of the dedication of the Road to the City of Bloomington, Indiana or Monroe County, Indiana. Notwithstanding the foregoing, each party shall be solely responsible for damage to or repairs for the Road to the extent arising from the negligence or intentional misconduct of such party or such parties' misuse of the Road. The Road Maintenance Obligations and the Landscaping Maintenance Obligations shall be completed in a manner as is required by law and is consistent with similar residential subdivisions in Bloomington, Indiana.

3. **Insurance.** Grantee and Grantor shall, upon written request, each deliver to the other party certificates of insurance indicating that it has obtained general commercial liability insurance with coverage of at least \$1,000,000 (with reasonable deductibles, accounting for the financial strength of the insured).

4. **Run with the Land/Successors.** This Agreement, and the easements granted herein, are perpetual and shall run with the land described herein, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5. **Dedication.** Grantor and Grantee acknowledge that it is the intent of the parties that the Road will be dedicated to Monroe County, Indiana, by and through the appropriate agency, and Grantor shall work diligently and in good faith to cause such dedication. The parties acknowledge that Grantee has control over all aspects of road construction, in accordance with specifications set out by Monroe County and the State of Indiana, that must be met prior to acceptance of the Road for dedication by the County. Grantee shall cooperate with the dedication, including the execution of any required consents or other documents, so long as at no cost or liability to Grantee. Grantee agrees to construct the Road in a manner that is equal or superior to the requirements for publicly dedicated rights-of-way in residential subdivisions in Monroe County, Indiana, including the construction of a curb cut into South Rogers Street.



6. **Compliance with Laws and Regulations.** The Parties shall use, and cause their invitees, agents, contractors, employees and tenants to use, the easement rights contained in this Agreement in compliance with all applicable laws and regulations and shall not do or permit to be done anything which would or might result in the other party from becoming liable for any increased costs, damages, fines or penalties under any such law or regulation.

7. **Jurisdiction.** Jurisdiction for resolution of legal issues regarding this Agreement shall rest with the Monroe County, Indiana Circuit Courts.

8. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

9. **Applicable Law.** This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Indiana.

10. **Notices.** All notices, requests, demands and other communications required or permitted certified mail, return receipt requested, to be given hereunder must be in writing and deposited in the United States Mail, postage prepaid, or personally delivered, or by overnight courier to the appropriate address set forth below, or at such other address as an Owner may, from time to time, designate in writing. Each Owner may from time to time designate by written notice to the other Owners not more than two additional entities with an interest in the property (lenders, investors, insurers) to receive notice hereunder. Notices shall be deemed sufficiently served or given on the date received or when delivery was first attempted. The initial addresses of the Owners shall be:

With respect to Grantee:

c/o Abington Emerson Investments, LLC
11100 Santa Monica Boulevard, Suite 260
Los Angeles, CA 90025

With respect to Grantor:

Blind Squirrels, LLC
P.O. Box 605
Clear Creek, Indiana 47426

11. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a



version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

12. **Representation.** Grantor hereby warrants that it is the sole fee owner of the Easement Area, no third-party consent is required to enter onto or carry out the terms of this Agreement and that the Easement Area is not subject to any encumbrance including, without limitation, any mortgage, lien or other security interests.

EXECUTED by Grantor and Grantee on the date first set forth above.

Grantor:

BLIND SQUIRRELS LLC

By: Tamby White-Cassidy
Name (Print): Tamby White-Cassidy
Title: Co-owner

STATE OF INDIANA)

) SS

COUNTY OF MONROE)

On May 6 2020, before me, Melissa Laclair, a Notary Public, personally appeared Tamby White-Cassidy, the Co-owner of Blind Squirrels, LLC who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

Witness my hand and Notarial Seal this 6th day of May, 2020.

Signature Melissa Laclair (Seal)

My County of Residence is Monroe County, Indiana

My Commission expires on April 19, 2023

Commission No. 0664480



EXECUTED by Grantor and Grantee on the date first set forth above.

Grantee:

ABINGTON EMERSON INVESTMENTS,
LLC

By: Ad/B
Name (Print): Adam Bass
Title: Manager

STATE OF California
COUNTY OF Los Angeles

On May 6, 2020 before me, Cecilia L. Palmer, a Notary Public, personally appeared Adam Bass, the Manager of Abington Emerson Investments, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

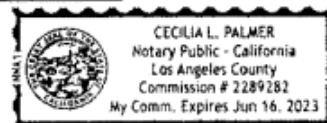
Witness my hand and Notarial Seal this 6th day of May, 2020.

Signature: Cecilia L. Palmer (Seal)

County of Residence: Los Angeles, County, CA

My Commission Expires: 6/16, 2023

Commission No. 2289282



This instrument was prepared by: Mark C. Sausser, Esq., Faegre Baker Daniels LLP, 300 N. Meridian Street, Suite 2700, Indianapolis, Indiana 46204.

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. (Mark C. Sausser)

EXHIBIT A TO ACCESS AND UTILITIES EASEMENT

(Legal Description of the Access and Utilities Easement Area)

A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST (INDIANA STATE PLANE, WEST ZONE) ALONG THE SOUTH LINE THEREOF 1614.38 FEET TO THE WEST LINE OF LAND IN INSTRUMENT 2016003150; THENCE NORTH 06 DEGREES 48 MINUTES 27 SECONDS EAST ALONG SAID WEST LINE 27.59 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY 31.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 89 DEGREES 25 MINUTES 08 SECONDS WEST 31.14 FEET; THENCE SOUTH 87 DEGREES 33 MINUTES 21 SECONDS WEST 120.70 FEET TO THE CENTERLINE OF SOUTH ROGERS STREET; THENCE NORTHEASTERLY 80.24 FEET ALONG SAID CENTERLINE AND A LONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3232.03 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 02 DEGREES 00 MINUTES 38 SECONDS EAST 80.24 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 21 SECONDS EAST 114.47 FEET; THENCE SOUTHEASTERLY 44.07 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 89 DEGREES 04 MINUTES 38 SECONDS EAST 44.05 FEET TO THE AFORESAID WEST LINE; THENCE SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE 80.10 FEET TO THE POINT OF BEGINNING, CONTAINING 0.285 ACRES, MORE OR LESS.



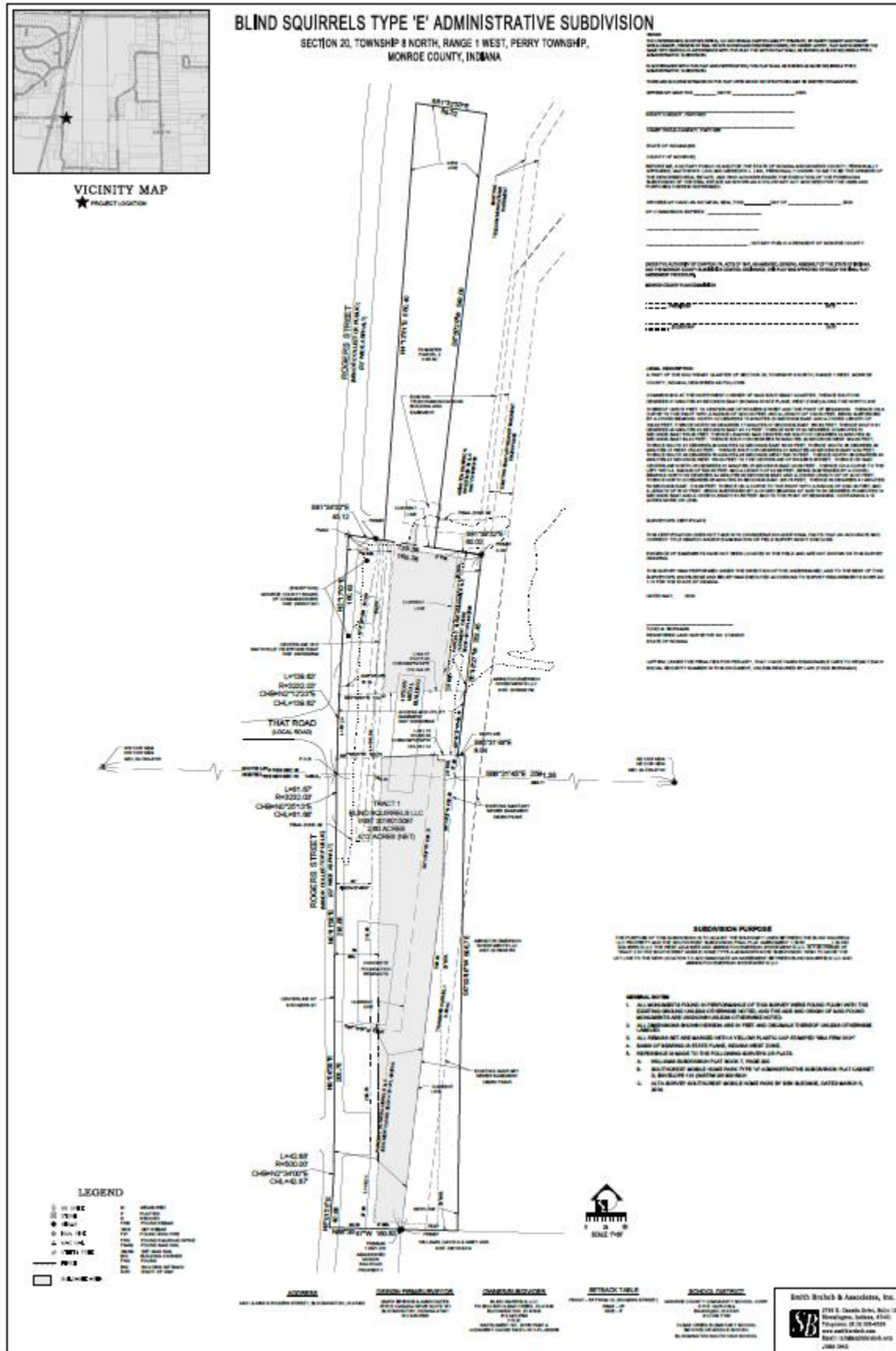
EXHIBIT B TO ACCESS AND UTILITIES EASEMENT

(Depiction of the Access and Utilities Easement Area)

[See the Following Page]



EXHIBIT 4: Type E Blind Squirrels



[illegible]

EXHIBIT 6: Staff Report**MONROE COUNTY PLAN COMMISSION MEETING****January 21, 2020**

PLANNER	Jackie Nester Jelen, AICP
CASE NUMBER	1906-SPP-01, Southern Meadows - Major Preliminary Plat and Plat Vacation
PETITIONER	Abington Emerson Investments, Llc in care of Smith Brehob & Associates
ADDRESS	4600 block of S College DR (Parcel #s: 53-08-21-200-108.002-008 & 53-08-20-100-055.002-008)
REQUEST	Major Subdivision Preliminary Plat to subdivide 1 parcel into 98 parcels and Plat Vacation of Tract 2 of the Southcrest Mobile Home Park Type A Administrative Subdivision and Buildable Area Waiver for lots 16-23, 35-45, 47-52, 61-63, 68-72, 76-78, 85-86, & 91-94
ZONE	MR
ACRES	39.1 acres +/-
TOWNSHIP	Perry
SECTION	20 & 21
COMP. PLAN	
DESIGNATION	MCUA Mixed Residential & Open Space, MCUA Phase II – Neighborhood Development (N2)

EXHIBITS

1. Southern Meadows Preliminary Plat – [Part I](#), [Part II](#), and [Part III](#) (link to high resolution plans)
2. Southcrest Mobile Home Park Type A Administrative Subdivision
3. CBU – Capacity Letter
4. Patton Heights Subdivision
5. Smithville Telephone Easement
6. Neighborhood Meeting – Discussion Notes
7. 1995 Proposal to expand petition site as part of Southcrest Mobile Home Park
8. Highway Department Road Improvement Requests
9. Survey Comments – 7/18/2019
10. Drainage Board Conditions
11. Transportation Alternatives Plan
12. Easement Agreement between Blind Squirrels (Cassady) and AEI (Petitioner)
13. Tree Preservation Exhibit
14. Buildable Area Waiver Request
15. Draft Development Plan – W That Road
16. Letter of Support – MCCSC
17. Schematic of Development for Lots 43-44 & 88-91
18. USGS Map

RECOMMENDATION

Staff is recommending approval subject to the Highway and Drainage reports and the following conditions:

10. All residential lots in the subdivision are required to submit engineered site plans before issuance of the Improvement Location Permits.
11. Before Certificate of Occupancy, each lot must submit engineered as-built plans of the developed lot for approval by the MS4 Operator.
12. Petitioner must indicate lowest adjacent grade for lots 10, 22, 43-44, 55-64, 71-72, 84-86, 88-89, 90-91, 93-96 on the preliminary and final plats. Changes made to the platted lowest adjacent grade can be approved administratively through the Monroe County Drainage Board.
13. Borrow sites throughout the subdivision can be permitted no matter the phasing.
14. Abandoned Railroad bed to be used as a trail should be placed in a fee simple lot and built out as part of this subdivision.
15. Commitment between Blind Squirrels and AEI must be recorded following preliminary plat approval and prior to final plat recording.

16. Petitioner submit written commitments for off-site work to be conducted with approval of this project.
17. Developer commits to grant SCA per Ch. 829 should new sinkholes surface prior to lot development. A geotechnical engineer must be present on the site during initial mass grading of any phase, especially during road and detention pond construction. If an issue arises, the petitioner's engineer will be required to notify staff and provide any alternate plans.
18. Drainage details of flood way crossing at west entrance are to be approved prior to Preliminary Plat approval.
19. Remaining drainage calculations are to be approved prior to Preliminary Plat approval.

PLAN COMMISSION ADMINISTRATIVE MEETING – JANUARY 7, 2020

The Plan Commission Administrative meeting heard this petition at their regularly scheduled meeting on January 7, 2020 and had a few questions/comments:

1. Could there be a shared driveway for proposed lots 89 & 90 since a private drive cannot go through a sinkhole conservancy area?
2. Condition #8 states that a geotechnical engineer must be present during certain construction phases. Petitioner would like the Plan Commission to consider a qualified technician. Staff is supportive of condition # 8 as stated in the recommendations above.
3. Comments and questions about the buildable area left for lots 43-44 and 88-91 that have sinkhole conservancy areas.
4. There were questions about the implications of denying the buildable area waiver.
Staff was able to pull up an older iteration of the plans, which illustrates a lot more grading work required for the petitioner to meet the 15% buildable area standard. It is the preference of staff to consider approval from the buildable area standard to significantly reduce the amount of grading work needed.
5. **NOTE: the petitioner has addressed condition #5 by putting it in a fee simple common area lot 97 which is the old railroad bed. The petitioner has made the lot 60' wide. This has resulted in the number of total lots requested going from 96 lots to 98 lots, which includes the 2 common area lots created by making the old railroad bed and remainder lot a separate common area for potential future purchase by the County.**

PLAN COMMISSION – DECEMBER 16, 2019

The Plan Commission heard this petition at their regularly scheduled meeting on December 16, 2019 and had a few questions.

1. Can the developer show a schematic of where the homes would go on Lots 43-44 and 88-91?
See Exhibit 17.
2. How many sinkholes are on the lot? Can you find more information from the 1995 City of Bloomington petition?
There are 11 sinkholes on the property. At the previous meeting, staff incorrectly noted there were only 10. There is an 11th sinkhole to the west of Lot 72.
There does not appear to be a dye test on Indiana Map website. Only one sinkhole is noted and it was near the sinkhole shown on proposed common area 1.
The USGS map identifies a few depressions that may be located on the petition site and not identified as sinkholes (See Exhibit 18).
There is not a clear map from the 1995 petition that shows the sinkhole locations. However, the consultant at that time was Smith Quillman, the same consultant as today. Should there be further information regarding the 1995 petition, they may be able to provide that to staff.

PLAT COMMITTEE

The Plat Committee heard this petition at their regularly scheduled meeting on December 19, 2019 and provided a positive recommendation to the Plan Commission by a vote of 3-0.

BACKGROUND

The petition site is one 39.1 +/- acre parcel located in Perry Township and gains direct access to S College Drive, which is classified as a local road. The proposal includes direct access through dedicated right-of-way off of S College Drive, along with a proposed easement that would connect to W That Road through the neighboring property via an agreement (Exhibit 12). Currently S College Drive only connects to S Old State Road 37 through Orchard LN. S College Drive dead ends south of this proposed driveway connection. The site currently is classified as vacant; notably, there is a Smithville telephone company building shown on the aerial. The Smithville telephone building is located within a 30' x 44' easement by deed (See Exhibit 5). The easement would remain untouched and would be put into proposed common area 54. The preliminary plat proposes the subdivision of the site into 96 lots, comprising 90 single-family residential use lots and 8 common area lots for drainage, utilities, or non-uses. For instance, common areas 54 & 83 is not designated as being used for drainage for the subdivision as it is planned to be purchased by the property to the west owned by Blind Squirrels LLC (See Exhibit 12).

The City of Bloomington Utilities will provide sewer and water per the capacity letter submitted. Sewer Corporation has provided a sewer capacity letter. The City of Bloomington Utilities does require that the sewer be placed within the main right-of-way. The petitioner has complied with this requirement.

The petitioner has provided the required sidewalks and street trees on the preliminary plat. They are requesting that the Plan Commission approve an alternate circulation plan to allow for a 10' paved asphalt trail within the abandoned railroad bed in lieu of a paved sidewalk along S Rogers ST, which is in the floodway. Since the alternative circulation plan does not require a formal waiver of the sidewalk requirements, it is part of the staff recommendation of the subdivision. This request is amenable to County staff and has been communicated to County legal. There is a preference that the trail be placed in a fee simple common area lot in the event the County would like to purchase the trail. The Internal Trails Group has recommended that the petitioner also offer to pave the trail as a part of this subdivision approval.

Drainage for this project is reviewed by the Monroe County Stormwater Services MS4 Coordinator, and also will be reviewed by the Monroe County Drainage Board. The final grade and layout of stormwater utilities are required to meet Storm Water Management code requirements, in addition to Subdivision Control requirements pertaining to drainage. There is FEMA floodplain present on the site to the west. The FEMA floodplain will be located within common areas 53 & 54, which are not intended for residential development.

DISCUSSION

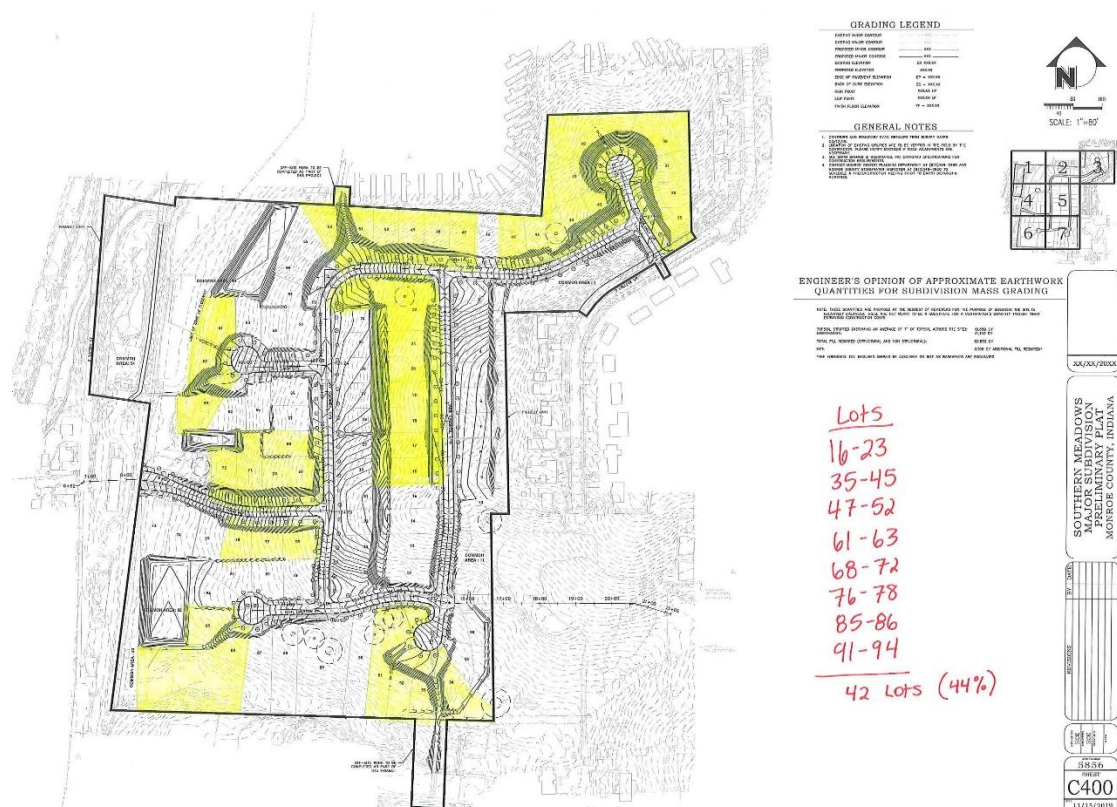
The property is zoned Medium Density Residential (MR) as of September 18, 2019 (Ordinance 2019-25). Previously the property was primarily RS3.5/PRO6, which had similar development type standards including lot size. The impetus for the rezone was to correct a Planned Unit Development overlap from the Southcrest mobile home park to the north to allow for single family use.

The petitioner is working with the owner of 4831 and 4833 S Rogers ST (Blind Squirrels LLC, c/o Cassady) in order to provide a second form of ingress/egress for this subdivision by connecting to W That Road. The lot in which W That Road would go through is zoned Planned Unit Development and does not have an approved development plan on file. The petitioner has submitted a draft development plan to show the proposed roadway easement (Exhibit 15). The construction of That Road would require IDNR permits as it would be located in the floodway. To date, we have not received anything from the petitioner as far as a response from IDNR for the proposed roadway connection.

The frontage of the petition site along S Rogers Street contains a guard rail and floodway; the only location that could potentially serve as a second form of ingress/egress on this site is utilized by the Smithville Telephone Company and has been put into an easement until 2027. Due to limited accessible frontage along S Rogers Street, the petitioner has worked with the Cassady's to put together an easement (Exhibit 12 & 15). If this subdivision petition is approved, W That Road would be constructed and the portion of W That Road crossing the Cassady's property would remain in a non-exclusive easement unless or until the Cassady's pursued a major subdivision to dedicate the right-of-way and subdivide their property.

The petitioner has applied for a buildable area waiver for lots 16-23, 35-45, 47-52, 61-63, 68-72, 76-78, 85-86, & 91-94, which is 42 lots out of the 96 lots (44% of subdivision). Currently the site is completely within the 15% slope requirement. If approved, this would be the first major subdivision with a buildable area waiver request since the October 2015 15% slope requirement came into effect.

Staff does support the grading plan and the design for walkout basements in the locations proposed as it ultimately leads to less grading overall. The alternative would be more grading to create a flat building pad and steeper backyards to catch up to existing grades. In addition, the location of walkout basement proposed homes does coincide with some of the tree preservation areas.



The construction of walkout basements are common in the County. Staff interprets the 15% buildable area requirement implemented in October 2015 as requiring the existing grades of a site to be less than 15% to determine whether the 15% slope requirement is being met. However, the requirement does not apply as written if someone constructs a walkout basement on previously flat land and creates a slope greater than 15%. As a result of this 15% slope requirement, the representative's engineer is limiting the mass grading of the site in this proposal and will market the lots knowing that more grading work will be done in conjunction with each buildable lot. To combat a piecemeal approach to the grading plan, staff is recommending a condition that every lot in this subdivision be required to get an engineered site plan (also referred to as a 'plot plan') before granting building permits. In addition, minimum elevations are being evaluated and will be required to be met with each building permit. Lastly, we are conditioning that Certificate of Occupancy be withheld until as-built engineered plans are submitted for every building lot.

The petitioner is offering two off-site sidewalk improvements to connect the subdivision to the Southcrest Mobile Home Park and Clear Creek Elementary. The connection to the Mobile Home Park will only extend to the property line as the owner of the lot adjoining to the north has not provided consent to the developer to make the sidewalk connection.

HISTORY

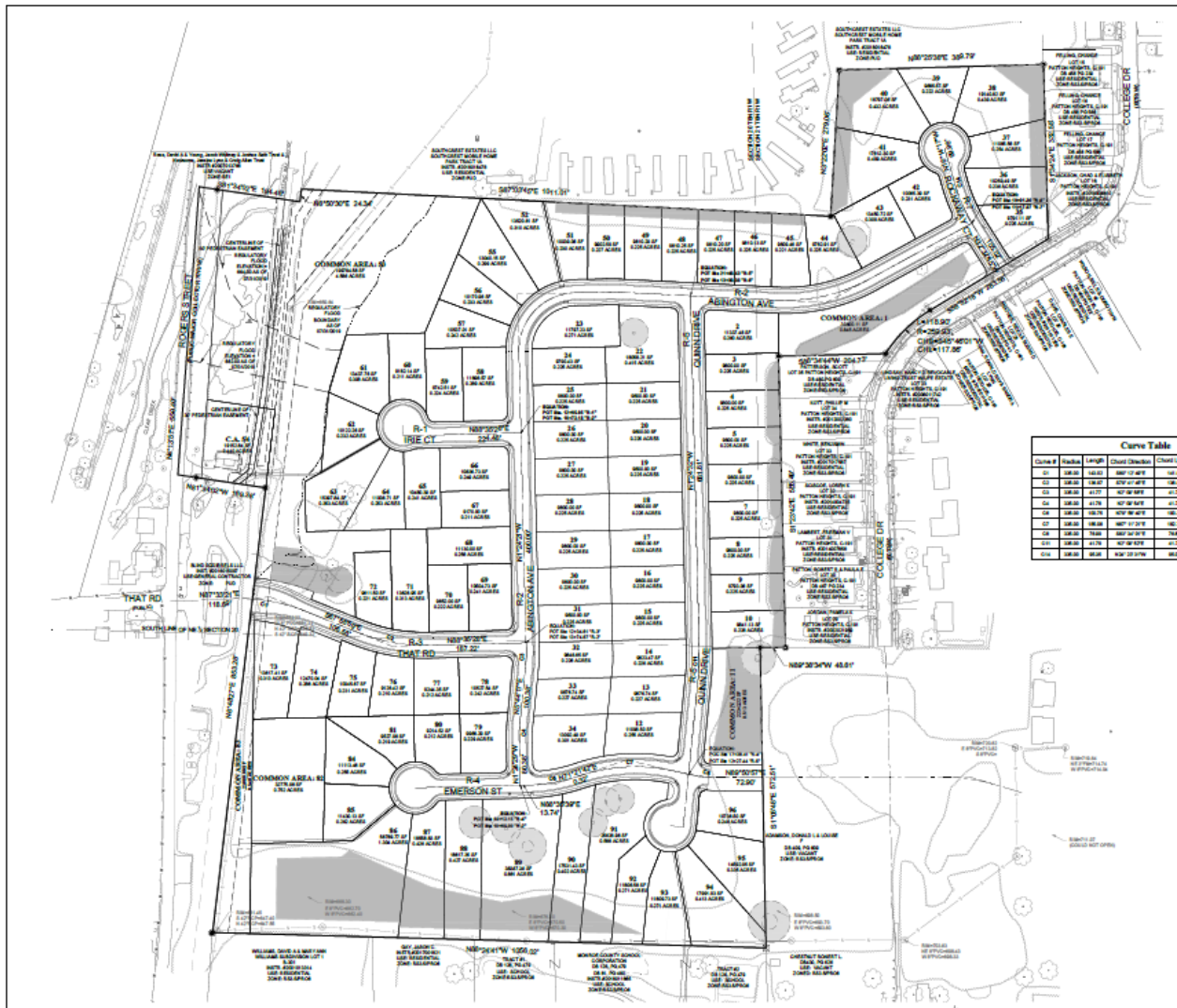
The petition site was previously owned by the same owners of the Southcrest Mobile Home Park. The current owners, Abington Investments, purchased the property in 2016. This property was previously under the City of Bloomington jurisdiction. Though requested to be rezoned to a PUD for an expansion of the mobile home park in 1995, it was never heard by the City Council due to the lack of favorability by the City of Bloomington Plan Commission at that time. The discussions by the City of Bloomington Plan Commission are still relevant to this discussion and are mentioned below.

The issue of tree preservation was discussed by the City of Bloomington Plan Commission in 1995. The proposal at that time was to request the following tree preservation areas:

1. Northwest part of the site within the Clear Creek Floodway
2. Southern border along the Clear Creek School
3. Between the Patton Heights subdivision and the petition site

There is also justification for requesting tree preservation areas along the north, east, and south boundaries of the petition site. The petitioner has provided a tree preservation area that can also be found in Exhibit 13.

Tree Preservation Area



In addition, the City of Bloomington’s Environmental Commission did do a report for the 1995 Southcrest Mobile Home Park expansion request that was in regards to the karst areas on this lot. At that time, they reported that the sinkholes had been filled with debris and needed to be cleaned out and incorporated as a preservation feature of the development. There was a recommendation for a “sinkhole survey” in the proposal from 1995 as well.

ROAD NAMES

There are 5 new named roads in the proposed subdivision. Note some corner lots may be counted twice in the comments below regarding the number of lots accessing off of each road:

- 1) **E Rockaway Court** – New road to be accessed off of S College Drive. This road is proposed to serve 8 lots total.
- 2) **S Quinn Drive** – There would be 20 lots and 2 common areas potentially accessing off of this road.
- 3) **E Emerson Street** – There would be 13 lots and 2 common areas potentially accessing off of this road.
- 4) **S Abington Avenue** – There would be 22 lots and 1 common area potentially accessing off of this road.
- 5) **E Irie CT** – There would be 8 lots and 1 common area accessing off of this road.

Staff requests that for E-911, proposed road names are phonetically unique from other road names in the County. Alternatively, new road names can be pulled using the list of historic names from Monroe County, Indiana.

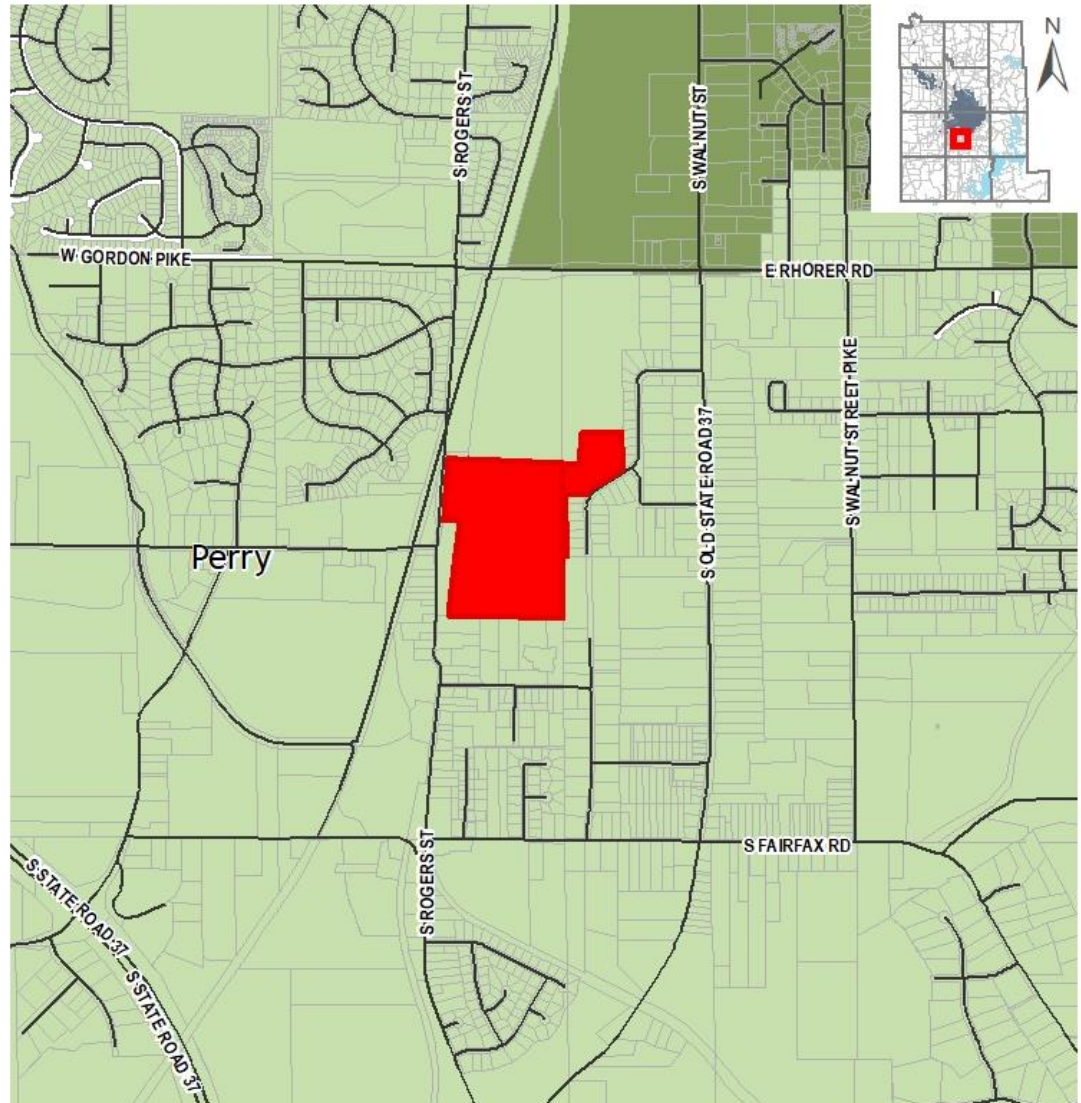
There is a proposal to connect to the existing W That Road via an easement. There is also an upcoming proposal to potentially connect S College Drive, which could offer access down to W Clear Creek Drive from this petition site if approved.

LOCATION MAP

The site is located in Sections 20 & 21 of Perry Township, Parcel #: 53-08-21-200-108.002-008 & 53-08-20-100-055.002-008.

Location Map

- Petitioner
- Roads
- Civil (Political) Townships
- Incorporated Areas**
- Bloomington
- Parcels



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/25/2019

SITE CONDITIONS

The site is currently vacant. There is FEMA Floodplain on the site, which will be put into a common area (Common Area 53 & 54). There are also 11 known karst areas present on the property (illustrated by the yellow circles, not to scale and may include multiple in one circle). The slope map is shown below.

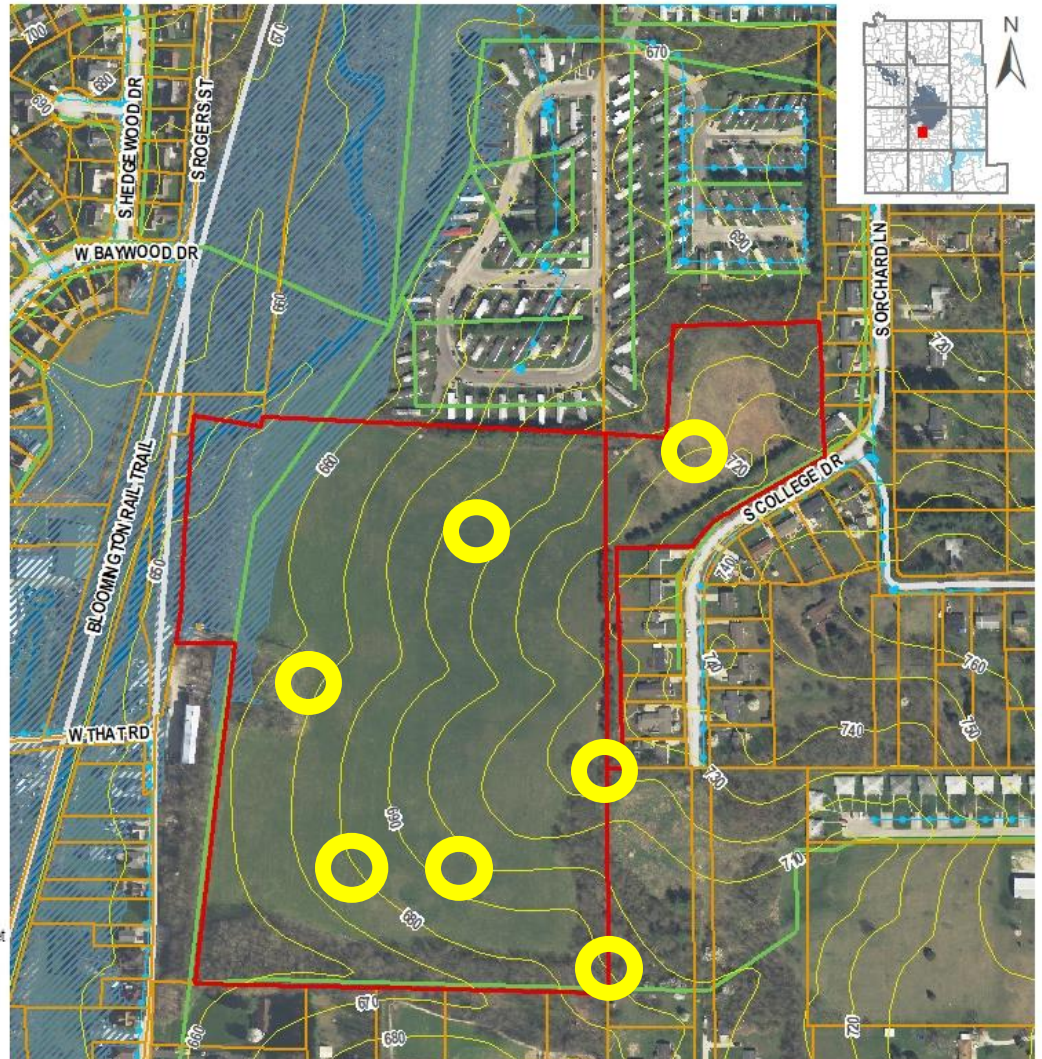
Site Conditions Map

- Petitioner
- Parcels
- 10-Foot Contours
- Sanitary Pipe
- Water Pipe
- Roads
- FEMA Floodplain
- Hydrologic Features













0 190 380 760 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/25/2019



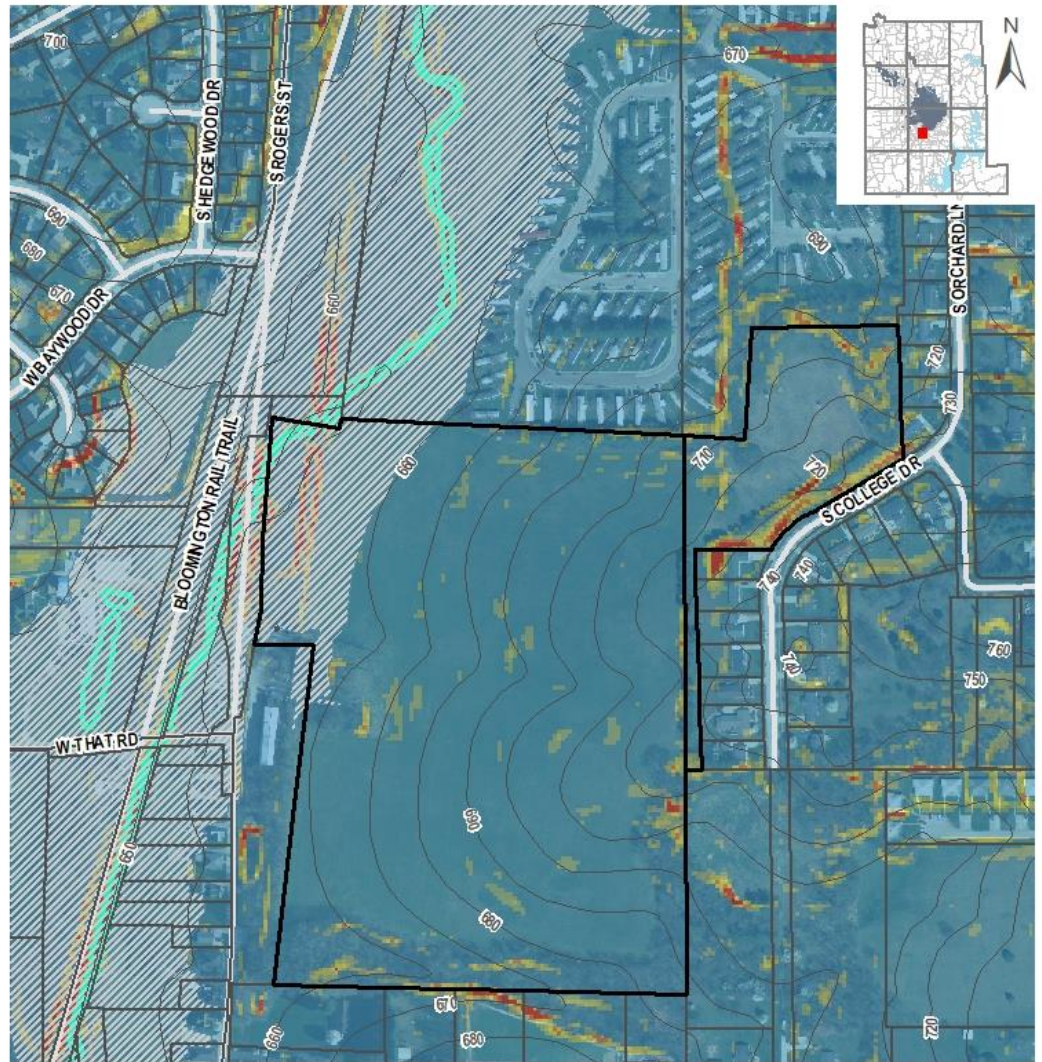
Slope Map

-  Petitioner
 -  Parcels
 -  10-Foot Contours
 -  Roads
 -  FEMA Floodplain
 -  Hydrologic Features
- Percent Slope (2010)**
-  0 - 12
 -  13 - 15
 -  16 - 18
 -  19 - 21
 -  22 - 24
 -  > 25

0 87.5 175 350 525 700 Feet



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/25/2019



SITE PICTURES

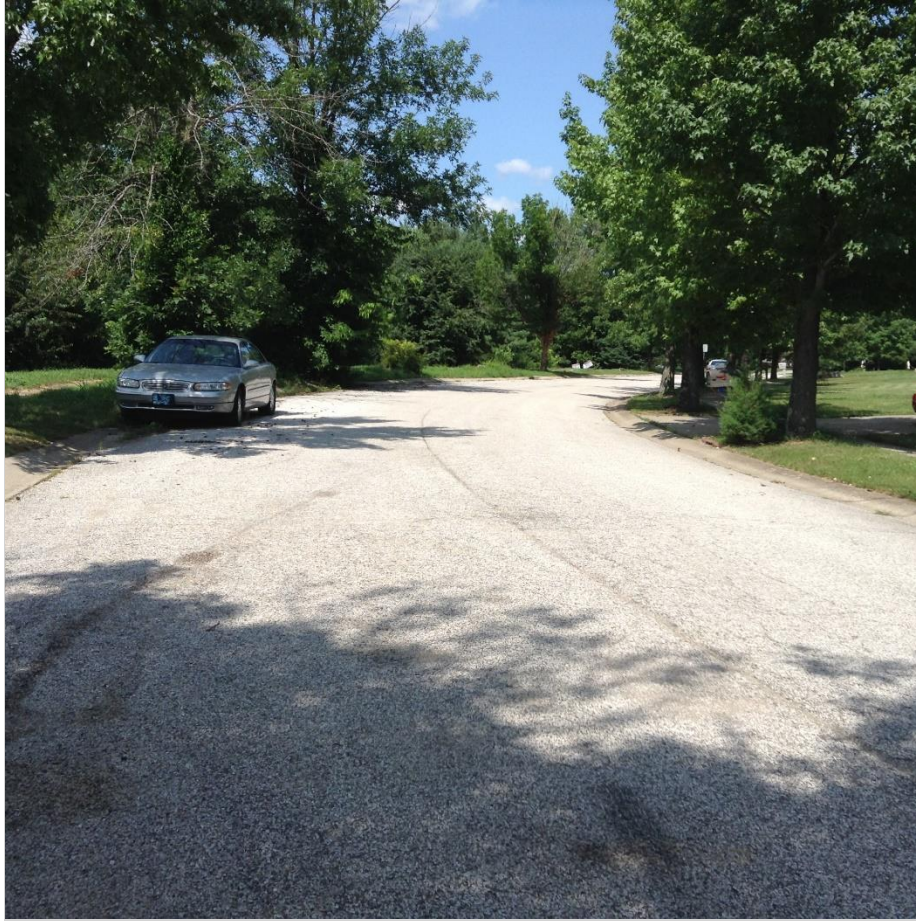


Figure 1. Facing north on S College DR; approximate location of Rockaway CT



Figure 2. Facing south; S College Drive currently dead ends on this street



Figure 3. View of existing sidewalk to remain along S College Drive. Near proposed Rockaway CT.



Figure 4. Facing north; view along the western property line.



Figure 5. Facing east; view of the parcel



Figure 6. View facing west towards the Cassidy property.



Figure 7. View facing south from Southcrest mobile home park. View of where future sidewalk would connect to proposed subdivision

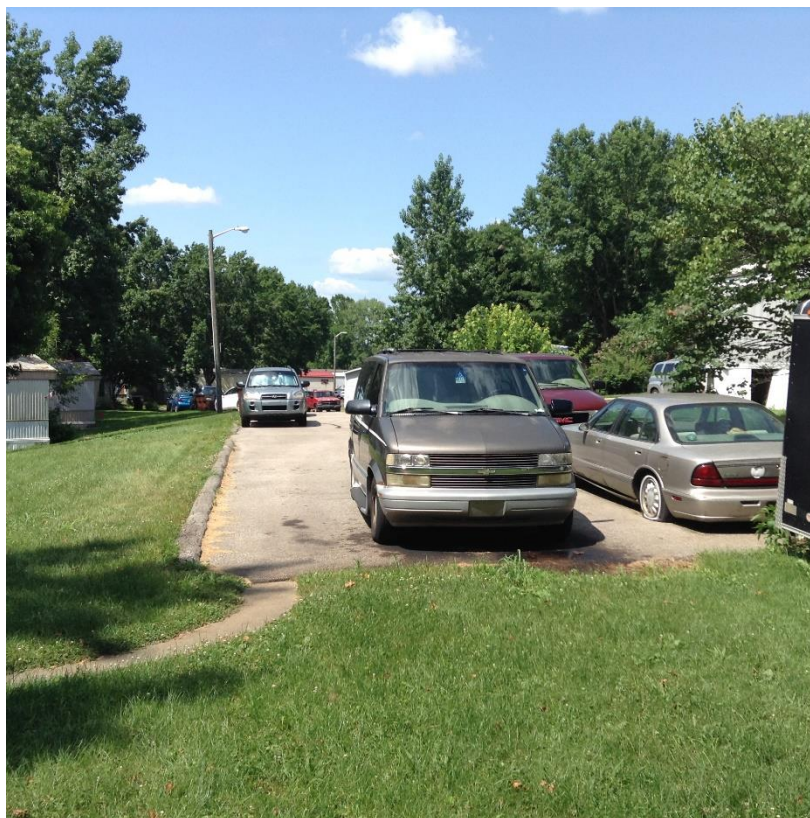


Figure 8. View facing north from Southcrest mobile home park. View of where future sidewalk would connect to proposed subdivision. Existing road stub not proposed to be extended.



Figure 9. View facing south near proposed lots 3-10. Existing wooded buffer proposed to be preserved.



Figure 10. View of the sinkhole area that is on proposed Lot 91

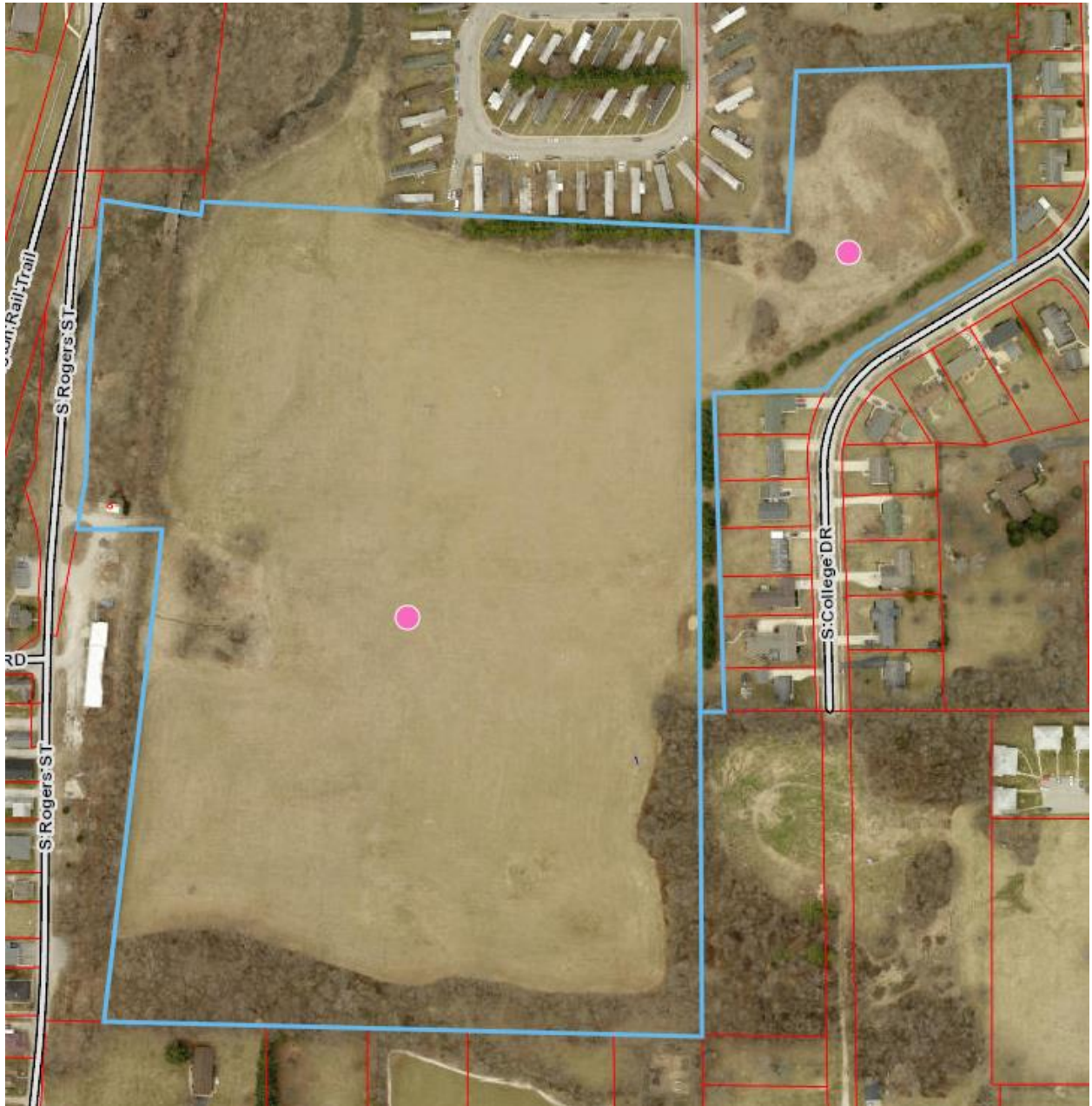


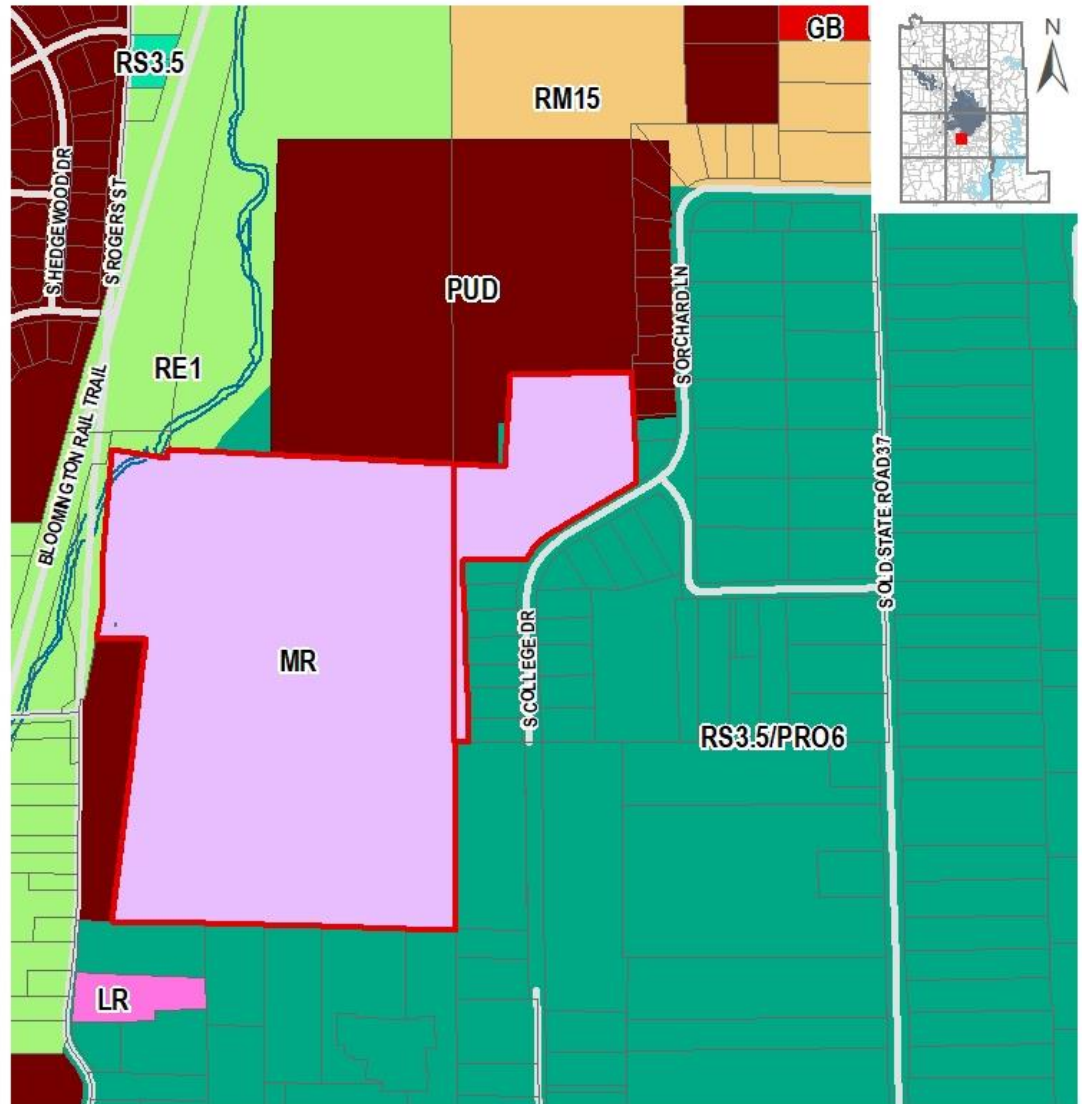
Figure 11. Birds eye view of the property.

ADJACENT USES / ZONING

The property is zoned Medium Density Residential (MR), which requires 0.22 acres as a minimum lot size. The proposed use of the subdivision is single-family residential. Neighboring properties are also single-family residential and mobile home park, with a commercial uses fronting S Rogers Street.

Current Zoning Map

-  Petitioner
 -  Parcels
 -  Roads
 -  Hydrologic Features
- Monroe County Zoning**
-  GB - General Business
 -  LR - Low Density Residential
 -  MR - Medium Density Residential
 -  PUD - Planned Unit Development
 -  RE1 - Estate Residential 1
 -  RM15 - Multi Dwelling Res. 15
 -  RS3.5 - Single Dwelling Res. 3.5
 -  RS3.5/PRO6 - Single Dwell. Res. 3.5/PRO6



INFRASTRUCTURE AND ACCESS

Access to the property is via S College Drive, which is connected to S Orchard Lane and leads to S Old State Road 37. S College Drive and Orchard Lane are both local roads, which lead out to S Old State Road 37 (Minor Arterial). The Highway Department is recommending road improvements along S Old State Road 37, including a passing blister (See Exhibit 8).

There is a proposed road connection to the west of this subdivision, which includes an extension of That Road. An easement agreement between owners of these properties has been submitted to the Plan Commission. If the Southern Meadows subdivision is approved, the connection to That Road through the Blind Squirrels (Cassady) property would be through an easement until dedicated via the major subdivision process. There is also a potential that S College Drive could be connected if another owner proposes a major subdivision to the east.

The petitioner has provided the required sidewalks and street trees on the preliminary plat. They have also proposed two off-site improvements, including sidewalks connecting to Southcrest Mobile Home Park and to Clear Creek Elementary. The petitioner does request that the Plan Commission approve an alternate circulation plan along S Rogers Street to allow for a 10' asphalt trail located in the abandoned railroad bed in lieu of placing sidewalk in the right-of-way along S Rogers Street, which is in the floodway. Staff prefers the improvement as proposed and that the proposed trail be placed on a fee simple common area lot.

All new utilities are required to be located underground throughout the subdivision. Utility easements are provided in front yards at 20' width as required by ordinance. Drainage easements are being proposed along the side property lines. Along many of the lots, the engineer has placed a 20' drainage easement (10' on either side) which is more restrictive than the side setback requirement.

The sewer location is in the right-of-way, which is required per Chapter 856-39(E). The code states that sanitary sewers "shall be located within street or alley rights-of-way unless topography dictates otherwise." The sewer will be required to be located in the right-of-way per the subdivision control ordinance and CBU requirements.

Drainage for this project is reviewed by the Monroe County Stormwater Services MS4 Coordinator, and also by the Monroe County Drainage Board. The final grade and layout of stormwater utilities are required to meet Storm Water Management code requirements, in addition to Subdivision Control requirements pertaining to drainage. There is no FEMA floodplain present on the site.

COMMON AREAS

There are 8 lots proposed as common areas for drainage and utilities. The lot configurations are as follows:

Lot 1: 0.845 Acres. Tree preservation area.

Lot 11: 0.513 Acres. Tree preservation area. Contains a large sinkhole.

Lot 53: 3.302 Acres – Would contain 2 out of the 3 stormwater detention areas. Contains floodway.

Lot 54: 0.233 Acres – No use noted – covers the Smithville Easement. Contains floodway. Easement documents show that the Cassady's will acquire this lot.

Lot 82: 0.752 Acres - Noted as a Drainage and Utility Easement. Will contain a stormwater detention area.

Lot 83: 0.548 Acres – No use noted. Easement documents show that the Cassady's will acquire this lot. If Southern Meadows is approved, this lot will remain a common area until a preliminary plat amendment is pursued and approved.

Lot 97: 0.756 acres – it is a 60' wide common area that covers the abandoned railroad bed. The petitioner will be constructing a 10' asphalt path that could be purchased by the County in the future.

Lot 98: 0.734 acres – completely in the floodway.

Note that any changes to convert a common area to a buildable lot would require a preliminary plat amendment and therefore approval by the Monroe County Plan Commission. The total acreage in common areas is 7.683 acres, or about 20% of the petition site.

COMPREHENSIVE PLAN DISCUSSION

The petition site is located in the **Mixed Residential** district in Monroe County Urbanizing Area of the Monroe County Comprehensive Plan.

5.1.1 Mixed Residential

Mixed residential neighborhoods accommodate a wide array of both single-family and attached housing types, integrated into a cohesive neighborhood. They may also include neighborhood commercial uses as a local amenity.

These neighborhoods are intended to serve growing market demand for new housing choices among the full spectrum of demographic groups. Residential buildings should be compatible in height and overall scale, but with varied architectural character. These neighborhoods are often located immediately adjacent to mixed-Use districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.

A. Transportation

Streets

Streets in mixed residential neighborhoods should be designed at a pedestrian scale. Like mixed-Use districts, the street system should be interconnected to form a block pattern, although it is not necessary to be an exact grid. An emphasis on multiple interconnected streets which also includes alley access for services and parking, will minimize the need for collector streets, which are common in more conventional Suburban residential neighborhoods. Cul-de-sacs and dead-ends are not appropriate for this development type. Unlike typical Suburban residential subdivisions, mixed residential development is intended to be designed as walkable neighborhoods. Most residents will likely own cars, but neighborhood design should de-emphasize the automobile.

Bike, pedestrian, and Transit modes

Streets should have sidewalks on both sides, with tree lawns of sufficient width to support large shade trees. Arterial streets leading to or through these neighborhoods may be lined with multi-use paths. Neighborhood streets should be designed in a manner that allows for safe and comfortable bicycle travel without the need for separate on-street bicycle facilities such as bike lanes. As with mixed-Use districts, primary streets in mixed residential neighborhoods should be designed to accommodate transit.

B. Utilities

Sewer and water

The majority of mixed residential areas designated in the land Use Plan are located within existing sewer service areas. Preliminary analysis indicates that most of these areas have sufficient capacity for additional development. Detailed capacity analyses will be necessary with individual development proposals to ensure existing infrastructure can accommodate new residential units and that agreements for extension for residential growth are in place.

Power

Overhead utility lines should be buried to eliminate visual clutter of public streetscapes and to minimize system disturbance from major storm events.

Communications

Communications needs will vary within mixed residential neighborhoods, but upgrades to infrastructure should be considered for future development sites. Creating a standard for development of communications corridors should be considered to maintain uniform and adequate capacity.

C. Open space

Park Types

Pocket parks, greens, squares, commons, neighborhood parks and greenways are all appropriate for mixed residential neighborhoods. Parks should be provided within a walkable distance (one-eighth to one-quarter mile) of all residential units, and should serve as an organizing element around which the neighborhood is designed.

Urban Agriculture

Community gardens should be encouraged within mixed residential neighborhoods. These may be designed as significant focal points and gathering spaces within larger neighborhood parks, or as dedicated plots of land solely used for community food production.

D. Public Realm Enhancements

Lighting

Lighting needs will vary by street type and width but safety, visibility and security are important. Lighting for neighborhood streets should be of a pedestrian scale (16 to 18 feet in height).

Street/Site furnishings

Public benches and seating areas are most appropriately located within neighborhood parks and open spaces, but may be also be located along sidewalks. Bicycle parking racks may be provided within the tree lawn/ landscape zone at periodic intervals.

E. Development Guidelines

Open Space

Approximately 200 square feet of publicly accessible open space per dwelling unit. Emphasis should be placed on creating well-designed and appropriately proportioned open spaces that encourage regular use and activity by area residents.

Parking Ratios

Single-family lots will typically provide 1 to 2 spaces in a garage and/or driveway. Parking for multi-family buildings should be provided generally at 1 to 1.75 spaces per unit, depending on unit type/number of beds. On-street parking should be permitted to contribute to required parking minimums as a means to reduce surface parking and calm traffic on residential streets.

Site design

Front setbacks should range from 10 to 20 feet, with porches, lawns or landscape gardens between the sidewalk and building face. Buildings should frame the street, with modest side setbacks (5 to 8 feet), creating a relatively continuous building edge. Garages and parking areas should be located to the rear of buildings, accessed from a rear lane or alley. If garages are front-loaded, they should be set back from the building face. Neighborhoods should be designed with compatible mixtures of buildings and unit types, rather than individual subareas catering to individual market segments.

Building form

Neighborhoods should be designed with architectural diversity in terms of building scale, form, and style. Particular architectural themes or vernaculars may be appropriate, but themes should not be overly emphasized to the point of creating monotonous or contrived streetscapes. Well-designed neighborhoods should feel as though they have evolved organically over time.

Materials

High quality materials, such as brick, stone, wood, and cementitious fiber should be encouraged. Vinyl and exterior insulated finishing Systems (EIFS) may be appropriate as secondary materials, particularly to maintain affordability, but special attention should be paid to material specifications and installation methods to ensure durability and aesthetic quality.

Private Signs

Mixed residential neighborhoods should not feel like a typical tract subdivision. It may be appropriate for neighborhoods to include gateway features and signs, but these should be used sparingly and in strategic locations, rather than for individually platted subareas.

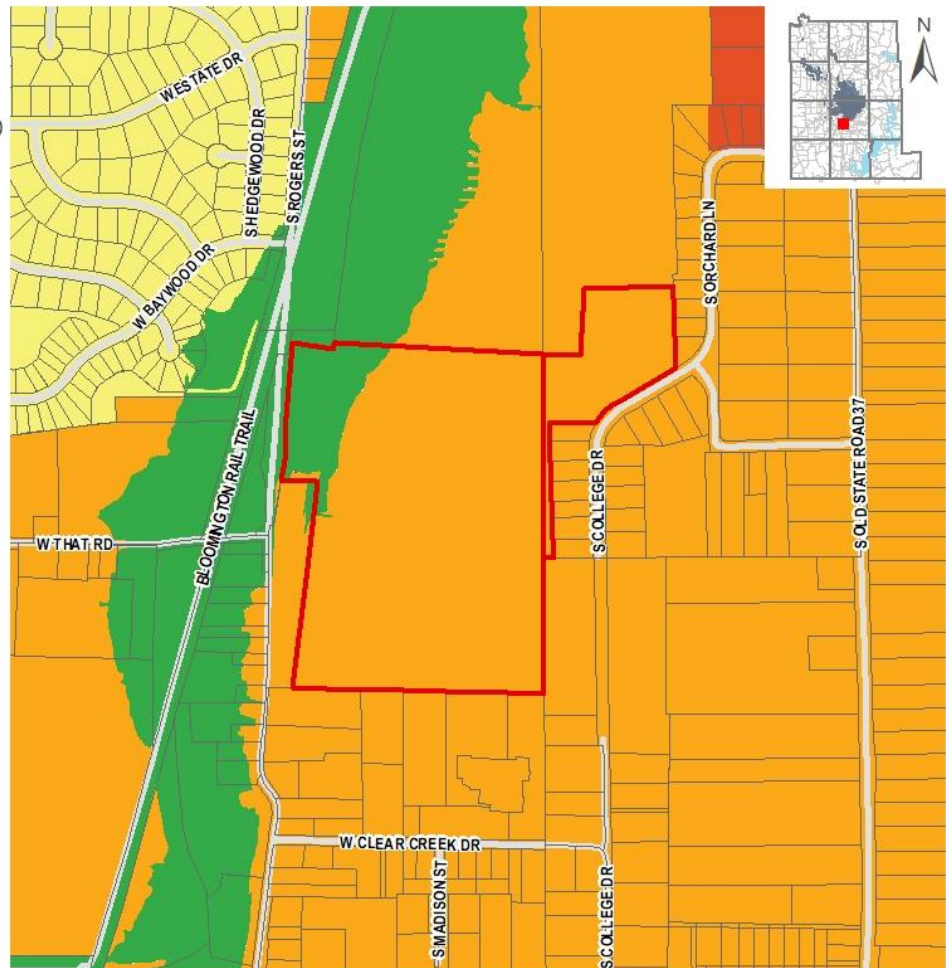
Comprehensive Plan

-  Petitioner
-  Townships
-  Monroe Co. Urbanizing Area (MCUA)
-  Parcels
-  Roads
- Comp. Plan Land Use (Updated 2015)**
 -  MCUA Mixed Residential
 -  MCUA Mixed Use
 -  MCUA Open Space
 -  MCUA Suburban Residential
- Bloomington Growth Policies Plan**
 -  Urban Residential

0 0.05 0.1 0.2 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/25/2019



Monroe County Urbanizing Area Plan Phase II: Neighborhood Districts

Neighborhood Districts are intended to accommodate a wide variety of primarily residential uses, housing types, densities and neighborhood development contexts.

Neighborhood Development (N2)

This district includes several existing residential subdivisions with primarily single-family lots, and is intended to provide a greater opportunity for diverse housing types and densities. Mixed use nodes may be appropriate at key locations within this larger district, consistent with the recommendations of the Mixed Residential land use type designated in the Urbanizing Area Plan.

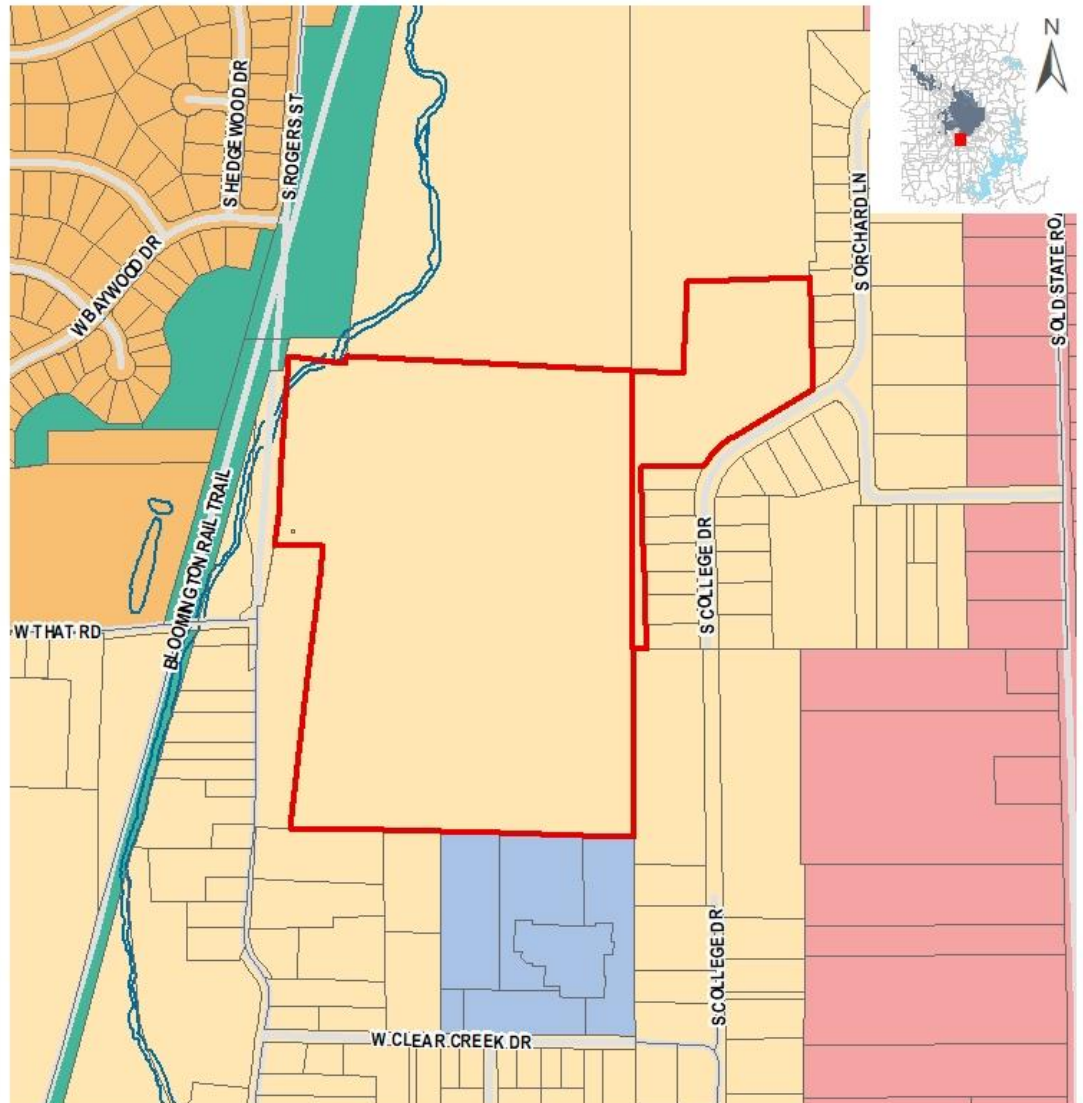
Proposed Zoning Map (2016)

-  Petitioner
-  Parcels
-  Roads
-  Hydrologic Features
- Proposed Zoning**
-  G2 - Gateway South
-  N1 - Urban Infill Neighborhood
-  N2 - Neighborhood Development
-  OS - Open Space
-  CV - Civic

0 0.0425 0.085 0.17 Miles



Monroe County
Planning Department
Source: Monroe County GIS
Date: 7/25/2019



FINDINGS OF FACT - Subdivisions

850-3 PURPOSE OF REGULATIONS

- (A) To protect and provide for the public health, safety, and general welfare of the County.

Findings

- The property is zoned Medium Density Residential (MR) as of September 2019;
- The site is currently vacant, except for a Smithville building within an existing easement. The site contains floodplain and known karst areas;
- Approval of the subdivision of the site would create ninety six (96) lots;
- Six (6) lots would be dedicated common area that are not for building sites;
- The 90 lots proposed for single family residential use **do not** all meet the design standards required by the Monroe County Zoning Ordinance. There are 42 lots out of the 90 residential lots that do not meet the buildable area requirements are requesting a buildable area waiver;
- As the grading plan is proposed, they will create grades greater than 15% slope and therefore some lots would be required to apply for a buildable area variance if the subdivision is approved;
- The petitioner has provided drainage easements along the rear and side property lines;
- The subdivision is proposed to be conducted in 6 phases, which means the petitioner will have 2 years from preliminary plat approval to final plat all 6 phases subdivision or request a one-time, 2 year extension;
- The petition is proposing a second form of ingress/egress through an easement that connects to W That Road. It would be the preference of staff to have the area connected to W That Road be dedicated as right-of-way. Unless a major subdivision is pursued and approved for the lot owned by Blind Squirrels (Cassady), W That Road would remain in a non-exclusive easement per the exhibit;
- Roads will meet all required street design standards in Chapter 856 of the Monroe County Subdivision Control Ordinance as well as the Indiana Department of Highways Road Design Manual;
- The County Highway Engineer has reviewed the plans and requested off-site improvements along S Old State Road 37 and W That Road;
- Sidewalks that are 4' wide are proposed throughout the subdivision, on both sides of the newly constructed streets, as required;
- The petitioner is requesting approval of an alternate circulation plan to allow for a 10' paved asphalt trail within the railroad bed on common area 97 in lieu of a paved sidewalk along S Rogers ST, which is in the floodway;
- The petitioner has proposed a pedestrian easement that would be intended for future connection to Clear Creek School;
- The petitioner also plans to construct a sidewalk connecting N Abington Avenue towards the Southcrest Mobile Home Park on the petition site;
- Street trees total 217 in number and are proposed throughout the subdivision, and located within 5' of the right-of-way, as required;
- Drainage for this project is reviewed by the Monroe County Stormwater Services MS4 Coordinator, and will be heard by the Monroe County Drainage Board;
- There is FEMA Floodplain present on the site but is located in a common area and not for development;
- City of Bloomington Utilities has provided a sewer and water capacity letter;
- Utilities will be underground throughout for electric, sewer, water and telephone;
- The Perry Township Fire Department was sent the plans. The petitioner has not submitted comments from the fire department to date;
- MCCSC has offered support in writing for the project, including the sidewalk connection proposal (Exhibit 16);

- (B) To guide the future development and renewal of the County in accordance with the Comprehensive Plan and related policies, objectives and implementation programs.

Findings

- The Comprehensive Plan designates the site as a Mixed Residential district in the Monroe County Urbanizing Area Plan;
- The Plan states that “Residential buildings should be compatible in height and overall scale, but with varied architectural character. These neighborhoods are often located immediately adjacent to mixed-use districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance”;
- Monroe County Urbanizing Area Plan Phase II proposed zoning for the site as Neighborhood Development (N2);
- The N2 district includes several existing residential subdivisions with primarily single-family lots, and is intended to provide a greater opportunity for diverse housing types and densities;
- The proposed sidewalks are consistent with the Monroe County Alternative Transportation and Greenways System Plan;
- The alternate circulation plan to build out a portion of the abandoned railroad bed with a 10’ path is supported by county staff but was not explicitly noted in the Transportation Alternatives Plan adopted in 2018 (Exhibit 12);
- The petitioner could place the 10’ asphalt trail in fee simple ownership for the County to potentially purchase in the future;
- The petition site proposed density is similar to surrounding residential lots in the area;
- See findings under Section A;

- (C) To provide for the safety, comfort, and soundness of the built environment and related open spaces.

Findings

- Eight (8) of the proposed lots are common area lots for conservation and drainage;
- The total acreage in common areas is 7.683 acres, or about 20% of the petition site;
- The proposed common areas are for conservation and drainage/bioretention;
- There is no defined usable park space on the plans;
- The proposed use of the subdivision is single-family residential;
- Surrounding uses area also single-family residential;
- Some of the lots will accomodate walkout basements, which requires grades steeper than 15% or less slope per the buildable area requirement;
- See findings under Section A;

- (D) To protect the compatibility, character, economic stability and orderliness of all development through reasonable design standards.

Findings

- Surrounding properties are zoned Estate Residential 1 (RE1), Planned Unit Development (PUD) – mobile home park (north) and business use (west), and Single Dwelling Residential 3.5/PRO6 (RS3.5/PRO6);
- Approval of the subdivision would create ninety six (96) lots that meet the design standards for the zoning designation MR, except the buildable area standard;
- The average lot size within a quarter square mile is 1.28 acres, with a median lot size of 0.395 acres. There are only 4 lots in this radius greater than 10 acres including the petition site. The majority of lots (68%) in the surrounding area are less than one acre;
- The proposed subdivision is within proximity and has access to shopping, schools, roads, utilities and fire protection;

- See findings under Sections A & C;

- (E) To guide public and private policy and action to ensure that adequate public and private facilities will be provided, in an efficient manner, in conjunction with new development, to promote an aesthetically pleasing and beneficial interrelationship between land uses, and to promote the conservation of natural resources (e.g., natural beauty, woodlands, open spaces, energy and areas subject to environmental constraints, both during and after development).

Findings

- There is a road connection under construction to connect W Gordon Pike to W Fullerton Pike, which will impact the connectivity of this petition site to major roadways once complete;
- The total acreage in common areas is 7.683 acres, or about 20% of the petition site;
- The floodplain and karst areas are protected in either common areas or sinkhole conservancy areas;
- The petitioner is proposing tree preservation areas as part of the preliminary plat approval;
- The petitioner's grading plan will create slopes greater than 15% for the purposes of constructing walk out basement homes, as well as to create building lots at least 1.5 feet above the grade of the road, which is a requirement by Stormwater;
- Bioretention areas are designed into common areas;
- See findings under Sections A & C;

- (F) To provide proper land boundary records, i.e.:

- (4) to provide for the survey, documentation, and permanent monumentation of land boundaries and property;

Findings:

- The petitioner has submitted a preliminary plat drawn by a registered surveyor.

- (5) to provide for the identification of property; and,

Findings:

- The petitioner submitted a survey with correct references, to township, section, and range to locate parcel. Further, the petitioner has provided staff with a copy the recorded deed of the petition site. County Surveyor has also reviewed the plat for survey accuracy.

- (6) to provide public access to land boundary records.

Findings

- The land boundary records are found at the Monroe County Recorder's Office and, if approved, this petition will be recorded there as a plat. The plat must comply with Chapter 860 - Document Specifications to be recorded.

FINDINGS OF FACT – WAIVER OF BUILDABLE AREA REQUIREMENT

856-7. Lots: Buildable Area

Any lot shall include a buildable area. The following shall not be included in buildable area:

- Special Flood Hazard Area as specified in Chapter 808;
- Wetlands as specified in Chapter 801;
- Slopes 15% or greater as specified in Chapter 825 Area 2 Regulations;
- Sinkhole Conservancy Areas as specified in Chapter 829;
- Drainage Easements as specified in Chapter 856;
- Riparian Conservancy Areas as specified in Chapter 801;
- Rights-of-way as specified in Chapter 801;
- Easements for access and in excess of 250 feet in length and 25 foot in width;
- Pole of a flag lot as specified in Chapter 801; and,
- Setbacks as specified by Ordinance.

Any subdivision of land for agricultural or conservation purposes not involving any new street or access easement or any non-agricultural structures shall be exempted from the buildable area requirement and the minimum lot size requirement. Land subdivided for agricultural or conservation purposes must include the use restriction that shall be recorded on the Final Plat and incorporated as a Recorded Commitment referenced on any deed conveying the land.

Section 850-12 of the Monroe County Subdivision Control Ordinance states: “The Commission may authorize and approve modifications from the requirements and standards of these regulations (including the waiver of standards or regulations) upon finding that:

1. Practical difficulties have been demonstrated:

Findings:

- Chapter 804 (Table 4-2) and Chapter 856-7 specifies that all lots created after October 2, 2015 shall include buildable area, which includes slopes less than 15%;
- The petitioner requests buildable area waivers for lots 16-23, 35-45, 47-52, 61-63, 68-72, 76-78, 85-86, & 91-94, which is 42 lots out of the 90 lots intended for single family use (47% of the single family lots)
- These lots are intended to be constructed as walkout basements, which require a slope greater than 15%;
- Walkout home designs are permitted in the County, however they are typically constructed on slopes less than 15% and require grading work at the time a building permit and Improvement Location Permit is issued. The rules regarding buildable area only apply to lots prior to land disturbance as opposed to final grade;
- Walkout basements do allow for gradual rear yards and in some cases, allows for tree preservation;
- The buildable area waiver would only apply to the construction of the single family residences and future accessory structures would require individual buildable area variances under the current zoning ordinance;
- The walkout basement design is supported by Stormwater as it ultimately leads to less land disturbance and efficient stormwater flow away from foundations;

2. The requested modifications would not, in any way, contravene the provisions of the Zoning Ordinance, the Comprehensive Plan or the Official Map of the County;

Findings:

- See findings under Section 1;
- The buildable area waiver request is being triggered since many of the single family residences will locate the front of the home on a slope steeper than 15%;
- Each building lot will be required to submit an engineered site plan and as-built construction plans to show that drainage is not being negatively impacted by each home construction site;

- 3. Granting the modifications waiver would not be detrimental to the public safety, health, or welfare and would not adversely affect the delivery of governmental services (e.g. water, sewer, fire protection, etc.):**

Findings:

- See findings under Section 1;
- Lots where the buildable area waiver is being requested could be less impact and include tree preservation areas. The petitioner has illustrated tree preservation along boundary lines of lots 36-38, 40-41 & 45-51, which is seen favorably by the MS4 Operator;
- Planning staff recommends input by the Drainage Board as well as an eventual condition that all lots in this subdivision require a engineered site plan at the time of building permit application to ensure the elevation of the finished floor will not result in later drainage issues;

- 4. Granting the modifications would neither substantially alter the essential character of the neighborhood nor result in substantial injury to other nearby properties;**

Findings:

- See findings under Section 1;
- The subdivision will still be comprised of single family homes;

- 5. The conditions of the parcel that give rise to the practical difficulties are unique to the parcel and are not applicable generally to other nearby properties;**

Findings:

- See findings under Section 1;
- The parcel is currently less than 15% slope. Due to the configuration of the roads and the requirements by the Highway Department as it relates to the slope allowance of constructed streets, there are areas of cut and fill in excess of 6 feet in some areas. As a result, the slope of the lots along streets with greater amounts of cut or fill are in excess of 15% slope in order to meet existing topography and limit grading;

- 6. Granting the requested modifications would not contravene the policies and purposes of these regulations;**

Findings:

- See findings under Section 1;
- The purpose of the 15% slope regulation is to encourage structures to be located on less steep areas where there is the opportunity to do so. For walkout basement construction, the slope restriction becomes less clear as it does not prevent walkout basement design but restricts doing so on existing steep slopes;

- 7. The requested modifications are necessary to ensure that substantial justice is done and represent the minimum modifications necessary to ensure that substantial justice is done;**

Findings:

- The petitioner anticipates that the grading shown on the preliminary plat will not be the final grades once the homes are constructed. Staff has conditioned all lots submit as-built plans before Certificate of Occupancy is issued;
- Staff is comfortable with limiting the amount of initial mass grading as long as as-built plans are submitted and the finished floor elevations are considered in the drainage plan with this subdivision proposal;
- See findings under Section 1;

8. The practical difficulties were not created by the Developer, Owner, Subdivider or Applicant; and,

Findings:

- See findings under Section 1;

9. The practical difficulties cannot be overcome through reasonable design alternatives;

Findings:

- The road design requirements are requiring additional grading that is making the 15% buildable area waiver a requirement;
- See findings under Section 1;

In approving modifications, the Commission may impose such conditions as will in its judgment substantially secure the objectives of these regulations.

EXHIBIT 1: Southern Meadows Major Subdivision Prelim. Plat

EXHIBIT 2: Southcrest Mobile Home Park Type A Administrative Subdivision – Tract 2 to be vacated

DESCRIPTION

Tract 1 of the Southcrest Mobile Home Park Type A Administrative Subdivision, located in Monroe County, Indiana, was recorded as Instrument Number 20030-0211 on October 8, 2003 in the office of the Recorder of Monroe County, Indiana.

The property described and shown hereon is the same property described in Old Republic National Title Insurance Company Title Commitment No. 34-282-300, dated February 26, 2006.

Tract 2 of the Southcrest Mobile Home Park Type A Administrative Subdivision, located in Monroe County, Indiana, was recorded as Instrument Number 20030-0212 on October 8, 2003 in the office of the Recorder of Monroe County, Indiana.

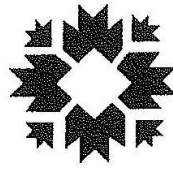
The property described and shown hereon is the same property described in Old Republic National Title Insurance Company Title Commitment No. 34-282-300, dated February 26, 2006.

CERTIFICATION

To: Kingston Investment Services, LLC, Southcrest Mobile Home Park, Inc., Old Republic National Title Insurance Company, First Monument Bank, Home Title Service, Williams Bureau & Williams, LLP and All Spring Creek, LLC

This is to certify that this map is a true and correct survey of the land shown hereon, made in accordance with the 2000 American National Map Accuracy Standards, and that the survey was made in accordance with the adopted by ALTA and NSPS, and includes items 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 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1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136

EXHIBIT 3: City of Bloomington Utilities – Sewer Capacity Letter



CITY OF BLOOMINGTON UTILITIES
Engineering Department

June 4, 2019

Smith Brehob & Assoc. Inc
Katie Stein P.E.
453 S. Clarizz Blvd.
Bloomington, IN 47401

Re: Leonard Valley Subdivision
S. Rogers St. to S. College Ave.
Bloomington, IN 47403

Dear Ms. Stein:

In response to your request concerning the availability of Water and Sanitary Sewer Service to the above referenced location. Please be advised that we will be able to provide service to you under our approved terms and conditions of service.

Should you need further information, feel free to contact me at (812)349-3632.

Sincerely,

A handwritten signature in black ink that reads "Troy Powell". The signature is written in a cursive, flowing style.

Troy Powell
Senior Project Coordinator
City of Bloomington, Utilities Engineering

3/28

CAB C Env 19!

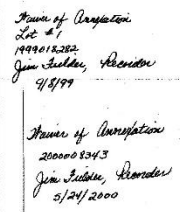
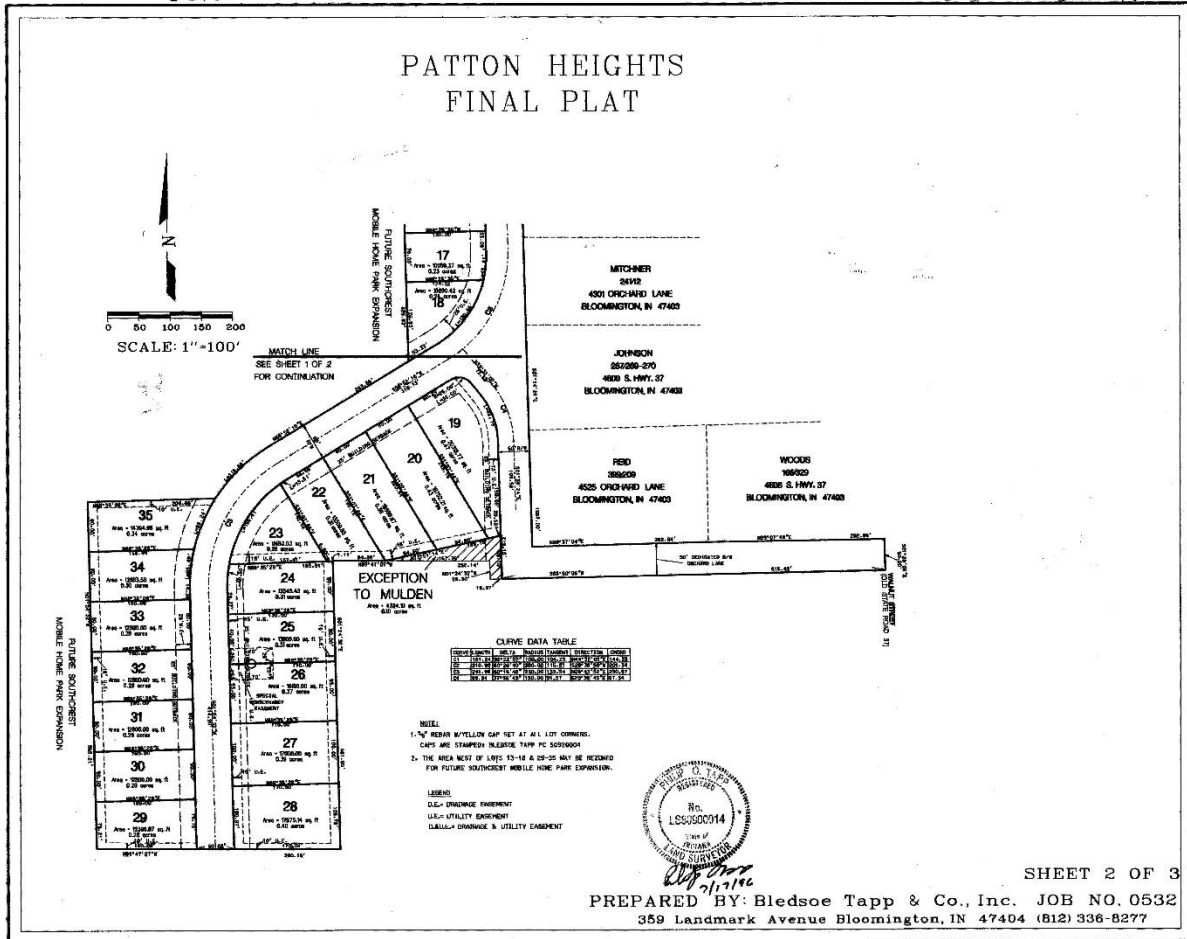


EXHIBIT 4: Patton Heights Subdivision

#615973

CAD C ENV 191



#615473

CAB C ENV 191

DECLARATION OF RESTRICTIONS, RESERVATIONS
AND PROTECTIVE COVENANTS

ROADWAYS AND EASEMENTS

established as shown on this plat, between which lines and the property lines of the streets, there shall be erected or constructed no building or structure.

No manufacturing, business, illegal or offensive trade or activity shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SHEET 3 OF 3

PREPARED BY: Bledsoe Tapp & Co., Inc. JOB NO. 0532
359 Landmark Avenue Bloomington, IN 47404 (812) 336-8277

EXHIBIT FIVE: Smithville Telephone Easement

W.O.# W97-019-S11

Deed Ref.: Book 276, Page 450

-EASEMENT-

716001

463, 345

KNOW ALL MEN BY THESE PRESENTS, THAT I/WE THE UNDERSIGNED

Southcrest Mobile Home Manor, Inc.

FOR GOOD AND VALUABLE CONSIDERATION OF \$ 5,866.08 THE RECEIPT OF WHICH IS ACKNOWLEDGED, DO HEREBY GRANT UNTO THE SMITHVILLE TELEPHONE COMPANY, INC. (HEREINAFTER CALLED THE "COMPANY"), WHOSE COMPANY ADDRESS IS ELLETTSVILLE, INDIANA, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRONIC EQUIPMENT BUILDING AND TELEPHONE CABLE PLANT UPON MY/OUR PROPERTY SITUATED IN SECTION 20, TOWNSHIP 8 North, RANGE 1 West, COUNTY OF Monroe, STATE OF INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Right-of-Way Easement:

Permission to place an electronic telephone equipment building within a thirty (30) foot long by forty-four (44) foot wide area located within a part of the East Half of the Northeast Quarter of Section 20, Township 8 North, Range 1 West, Monroe County, Indiana. The east line of said 30' x 44' area shall be twenty-five (25) feet west of the centerline of an abandoned railroad right-of-way (Monon Railroad), and the south line of said area shall be located twenty-five (25) feet north of the south property line, and north of an existing field entrance drive. (See attached Exhibit A.)

Said Easement shall remain in effect for a term of thirty (30) years from the date of execution of this document by the Property Owner.

The above-described thirty (30) foot by forty-four (44) foot area shall be fenced by and maintained by Smithville Telephone Company.

Any excavated rock or debris shall be removed in a timely manner.

A copy of the properly recorded Easement shall be sent to the Property Owner.

THE UNDERSIGNED AGREE THAT ALL STUB POLES, PEDESTALS, WIRES AND OTHER FACILITIES, INCLUDING ALL TELEPHONE EQUIPMENT INSTALLED ON THE ABOVE-DESCRIBED PREMISES AT THE COMPANY'S EXPENSE SHALL REMAIN THE PROPERTY OF THE COMPANY, REMOVABLE AT THE OPTION OF THE COMPANY.

THE TELEPHONE COMPANY SHALL NOT ENTER UPON THE PROPERTY OR DISTURB THE SURFACE OF THE LANDS WITHOUT REPAIRING IN FULL ALL DAMAGE CAUSED.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SET THEIR HANDS AND SEALS THIS 17TH DAY OF September, 1997.

SIGNED IN THE PRESENCE OF:

Jack E. Hillenberg

Southcrest Mobile Home Manor, Inc.

by: Kevin C. Burk

title: General Mgr. / Asst. Sec. - T.M.A.

RECORDED
A.M. P.M. 39

SEP 23 1997

Fed. ID # 35-1185933

STATE OF INDIANA

RECORDER MONROE CO., IN

SS:

COUNTY OF Monroe

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 17TH DAY OF September, 1997, PERSONALLY APPEARED THE WITHIN NAMED Southcrest Mobile Home Manor, Inc. by: Kevin C. Burk AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT TO BE (HIS) (HER) (THEIR) VOLUNTARY ACT AND DEED.

WITNESS, MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES
Jack E. Hillenberg
Notary Public, State of Indiana
Monroe County
My Commission Expires 07/10/98

Jack E. Hillenberg
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY JOE F. WATSON, WATSON AND HOBBS, ATTORNEY AT LAW, 125 NORTH MAIN STREET, TIPTON, INDIANA.

EXHIBIT SIX: Neighborhood Meeting Notes and Illustration



EXHIBIT SIX: Neighborhood Meeting Notes and Illustration

Southern Meadows/Schermer/Clear Creek Urban Neighborhood Meeting Notes

Compiled by: Smith Brehob & Associates, Inc.

Meeting Date: July 29, 2019

Time: 7:00pm

Location: Clear Creek Elementary Cafeteria

Marketing: Neighbors were invited via letters mailed to all property owners listed on the adjacent property owners list given by the county for the Southern Meadows rezone. Signs announcing the meeting were also posted on the properties. (See attached for copy of letter.)

Handouts: See attached for a copy of the agenda and conceptual site plan that was made available to all attendees.

Attendees:

Kyle Stoner, Abington Emerson Investments, LLC – Southern Meadows

Johnny Camarena, Abington Emerson Investments, LLC – Southern Meadows

Kevin Burk – Southern Meadows

George & Betty Schermer, members of their family, and their employees – Schermer Subdivision

Tamby Wikle-Cassady & Randy Cassady – Clear Creek Urban

Michael Flory – Clear Creek Urban

Kendall Knoke, Smith Brehob & Associates, Inc.

Don Kocarek, Smith Brehob & Associates, Inc.

Katie Stein, Smith Brehob & Associates, Inc.

Sidra St. Rain, Smith Brehob & Associates, Inc.

(See the attached neighbor list for all neighbors who attended and signed in.)

Note: As this meeting was a dialogue between neighbors and developers, these notes are intended to provide a general list of topics discussed. It is not meant to specifically quote individuals or by any means be a comprehensive list of everything said at the meeting. Smith Brehob and Associates has made every effort to provide an accurate and comprehensive summary of general topics discussed but takes no responsibility for anything misrepresented by, added to, or omitted from this list.

Meeting Notes:

- Drainage

EXHIBIT SIX: Neighborhood Meeting Notes and Illustration

- Flooding at intersection of That Road & Rogers Rd
 - Questions about when the county is going to raise the road out of the floodway
 - Concern for the Clear Creek Urban project being flooded
 - Concern that Clear Creek is at capacity
 - Requested that drainage from subdivisions not be directed into Clear Creek
 - Concern that proposed detention facilities may be a hazard to children
 - Questions about who will maintain the detention facilities
 - This will be handled by each subdivision's HOA
- Traffic/Roadways
 - Concern for traffic in Patton Heights subdivision
 - Requested speed bumps along S College Dr
 - S College Dr
 - Concern that S College Dr south of the Adamson property and north of Clear Creek Dr is a private drive and therefore cannot be connected to by a public road
 - Concern with street connection from Southern Meadows subdivision to That/Rogers and the additional traffic that will bring to Rogers/That
 - Requested a traffic study be performed
- Homes
 - Concern that houses will cost too much
 - Concern that new lots could bring down neighboring property values
 - Schermer subdivision will be manufactured homes
 - It was requested that a minimum home type or standard for the Schermer subdivision be maintained
 - George Schermer thinks his homes may cost \$200k, but it depends on required infrastructure costs
 - Southern Meadows homes will be built on site
 - It is unknown at this time what they will look like exactly
 - Abington Emerson Investments, LLC did not know how much the homes would cost at this time
 - Will there be garages?
 - Garages are planned in all subdivisions
- Trees
 - Request that buffer trees remain along Patton Heights subdivision
 - George Schermer will try to keep as many trees as possible
- Utilities
 - Concern that a nearby sanitary sewer lift station may be impacted by the proposed subdivision construction
 - CBU will be taking over an existing private sanitary sewer as part of these projects
 - Neighbors asked if they could hook into the new public sewer – answer is yes
 - Concern that neighbors would be forced to hook onto new sewer and pay city fees
 - They will not be required to connect until they try to pull a new septic permit-at that time they will be required to connect
- Pedestrian connectivity
 - Requested that pedestrian connections be made to Clear Creek Elementary -
 - Pedestrian paths to Clear Creek Elementary are shown from both subdivisions
 - Requested that path be lined up with existing walking bridge on the property
 - This will be explored

EXHIBIT SIX: Neighborhood Meeting Notes and Illustration

- Requested that walking paths to the elementary be lit
 - Confusion about sidewalk waiver
 - This is no longer being requested
- General
 - Concern for the construction timeline
 - Concern for the number of people that will be living in the new homes
 - Post office parking lot-questions about whether it will stay where it is or be relocated
 - Clear Creek Urban project will come up with a plan for this
 - Concern about the school district's ability to handle additional students
 - Confusion about why the existing home on the Adamson property was not able to subdivide the property in the past
 - Many neighbors expressed that they wished a representative from the county was present

EXHIBIT SIX: Neighborhood Meeting Notes and Illustration*~Neighbors who signed in~*

Name	Address
Glenda Chestnut	4994 S. College Dr
Larry Chestnut	4994 S. College Dr
Nate May	5005 S. College Dr
Danna Barnett	4607 S. College Dr
Jacques Gleyze	4999 S. College Dr
Janice Chestnut	4900 S. College Dr
Bob Chestnut	4900 S. College Dr
Jack Skiles	4902 S. Rogers St
Jill Skiles	4902 S. Rogers St
Eric Ford	585 W. Church Ln
Emma Ford	585 W. Church Ln
Dale Walt	532 Green Rd
Marie Walt	532 Green Rd
Dave Williams	4901 S. Rogers St
Vicky Hillenburg	220 W. Wayside Dr
Robert Hillenburg	220 W. Wayside Dr
Scott Abrams	4224 S. Orchard Ln
Julie Abrams	4224 S. Orchard Ln
Andrew Haldeman	4995 S. College Dr
Jessica Haldeman	4995 S. College Dr
Carolyn Livesay	4227 S. Orchard Ln
Ronald Livesay	4227 S. Orchard Ln
Mark Riggins	4998 S. College Dr
Diane Riggins	4998 S. College Dr
Josh Mitchell	487 S. Clarizz Blvd
Gloria Suffridge	4885 S. College Dr
Steven Dougherty	313 W. Clear Creek Dr
Stephen Figert	5101 S. College Dr
Rebecca Figert	5101 S. College Dr
David Schunk	824 W. Estate Dr
Nancy Otten	4510 S. Orchard Ln
Charlotte Colvin	4701 S. College Dr
Eric Oldvins	5245 S. College Dr
Kim Key	5245 S. College Dr
Roberta Bechtel	5015 S. College Dr
F. Joe Bechtel	5015 S. College Dr
Dan Fultz	5015 S. Madison
Denna Fultz	5015 S. Madison
Rhonda Welch	4229 S. Orchard Lane
Robert Logsdon	4910 S. Rogers St & 4904 S. Rogers St
Scott Patterson	4600 S. College Dr
Pam Jordan	4712 S. College Dr
Zachary Malham	4905 S. Rogers St / Wampler House Bed & Breakfast
Donna Malham	4905 S. Rogers St / Wampler House Bed & Breakfast
Michelle Abbott	305 W. Clear Creek Dr
Troy Brewer	424 W. Clear Creek Dr
Gary Kieffaber	725 W. That Rd
Annis Buchanan	301 W. Clear Creek Rd
Bob Patton	4206 S. College Dr
Paula Patton	4206 S. College Dr
Linda Lysher	5002 S. College Dr

EXHIBIT SIX: Neighborhood Meeting Notes and Illustration

Smith Brehob & Associates, Inc.



Stephen L. Smith, P.E., L.S.
Steven A. Brehob, B.S.C.N.T.
Todd M. Borgman, PLS
Don Kocarek, L.A.
Katherine E. Stein, P.E.

"Providing professional land planning, design, surveying and approval processing for a quality environment"

~ Invitation Mailed to Southern Meadows Rezone
Adjacent property owner's List ~

453 S. Clarizz Boulevard
Bloomington, IN 47401

July 10, 2019

Dear Neighbor,

We wanted to take this opportunity to inform you of two development projects that are being proposed near your neighborhood. Both projects are single family residential subdivisions on approximately 1/4 acre lots. The first project is being referred to as the "Southern Meadows Subdivision" and contains approximately 96 single family residential lots. The second project is being referred to as the "Schermer Subdivision" and contains approximately 19 single family residential lots. The attached graphic shows the locations and conceptual plans for both subdivisions.

You will be receiving multiple public notices regarding these projects in the mail and you will very likely see property markers on the properties. These projects will be going to several public hearings as part of the approval process. As a courtesy to our neighbors, we would like to invite you to a neighborhood meeting on **Monday, July 29th, 2019 at 7pm at Clear Creek Elementary** to provide information to you regarding our projects and to receive any feedback you may have. If you are unable to attend, please email your feedback to kknocke@smithbrehob.com or call 812-336-6536 ext. 13. We consider your input to be very valuable and it will help shape these projects moving forward.

Our goal is that these projects be an enrichment to the community and welcome additions to the Clear Creek area. Thank you for helping us and we will see you at the meeting!

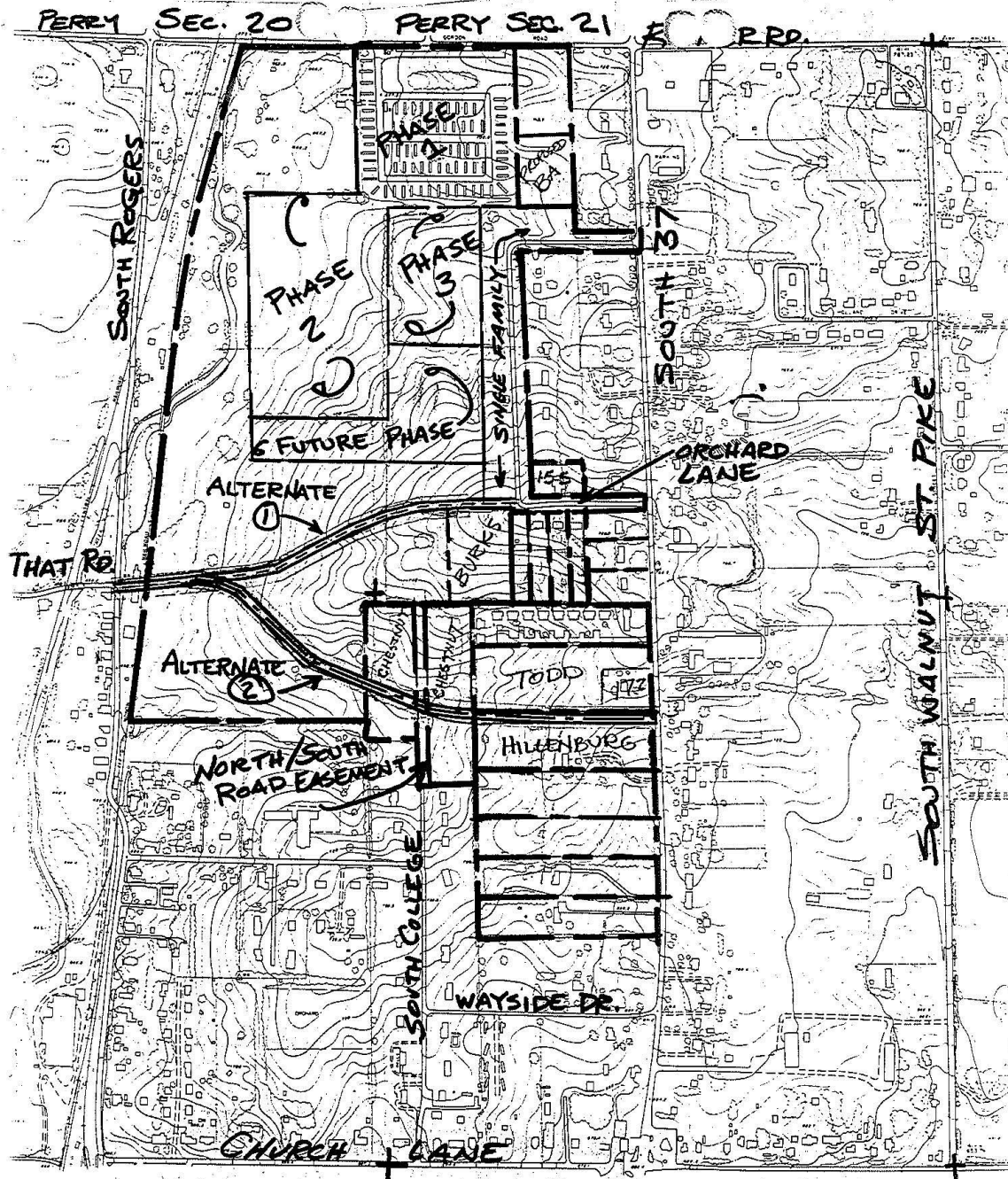
Regards,

Kendall Knoke
Smith Brehob &
Associates, Inc.

Kyle Stoner
Southern Meadows
Subdivision

**George & Betty
Schermer**
Schermer Subdivision

EXHIBIT SEVEN: 1995 Proposal to expand petition site as part of Southcrest Mobile Home Park



ALTERNATIVE
EAST/WEST ROADWAY
ALIGNMENT

10' MULTI-USE PATH

11' NB TRAVEL LANE

10' LEFT TURN LANE

11' SB TRAVEL LANE

11' NB TRAVEL LANE

10' LEFT TURN LANE

11' SB TRAVEL LANE

10' MULTI-USE PATH

73 74 84 83 82 95 85 86 87

FOOTING DIMENSIONS
N 42° RCP=649.32
S 42° FCB=649.32

JOB NO.
5856

DATE
07/23/2019

TITLE
**ROADWAY IMPROVEMENTS
S ROGERS ST**

SHEET
1 OF 2

Smith Brehob & Associates, Inc.

453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>

SB

EXHIBIT EIGHT: Highway Department Road Improvement Requests



EXHIBIT EIGHT: Highway Department Road Improvement Requests

Jacqueline Nester

From: Paul Satterly
Sent: Tuesday, July 23, 2019 3:22 PM
To: 'Kendall Knoke'
Cc: Jacqueline Nester; Steve Brehob
Subject: RE: Southern Meadows

Kendall,

Looks good for now. We will need to work on the That Road intersection in terms of turn lane alignment.

Paul

Paul B. Satterly, P.E.
Highway Engineer
Monroe County Highway Department

501 N. Morton Street, Suite 216
Bloomington, Indiana 47404
psatterly@co.monroe.in.us
Office (812) 349-2554
Cell (812) 361-7918

From: Kendall Knoke [mailto:kknoke@snainc.com]
Sent: Tuesday, July 23, 2019 2:41 PM
To: Paul Satterly <psatterly@co.monroe.in.us>
Cc: Jacqueline Nester <jnester@co.monroe.in.us>; Steve Brehob <sabrehob@snainc.com>
Subject: RE: Southern Meadows

Paul, I believe I have addressed all of your comments. I kept the lanes 12' on Old SR 37 as I think at this time they are closer to 12' than 11'. Once we survey I will know for sure and we can adjust accordingly.

Jackie, can you please add this to the submission documents. These are the off-site roadway improvements we are committing to constructing as part of the Southern Meadows project.

Thanks,
Kendall

Kendall Knoke
Smith Brehob & Associates, Inc.
Office: 812-336-6536 EXT. 13

From: Paul Satterly <psatterly@co.monroe.in.us>
Sent: Tuesday, July 23, 2019 8:57 AM
To: Kendall Knoke <kknoke@snainc.com>
Cc: Jacqueline Nester <jnester@co.monroe.in.us>
Subject: RE: Southern Meadows

Kendall,

EXHIBIT EIGHT: Highway Department Road Improvement Requests

For the improvements on Rogers Street:

1. Eliminate the northbound bike lane.
2. Line up the westbound through/left lane opposite the through lane on the other side of the intersection.
3. On Rogers Street, place left turn lane tapers within the limits of the pavement shift tapers (overlap).

For Old SR 37:

1. Full width of blister extend 100 ft. south from north edge of Orchard. 150 ft. taper would be acceptable.
2. If through lane is 11 ft. wide, passing blister could be 11 ft. as well.

Please call me if you have any questions.

Thanks,

Paul

Paul B. Satterly, P.E.
Highway Engineer
Monroe County Highway Department

501 N. Morton Street, Suite 216
Bloomington, Indiana 47404
psatterly@co.monroe.in.us
Office (812) 349-2554
Cell (812) 361-7918

From: Kendall Knoke [<mailto:kknoke@snainc.com>]
Sent: Monday, July 22, 2019 4:49 PM
To: Paul Satterly <psatterly@co.monroe.in.us>
Cc: Ben Ayers <bayers@co.monroe.in.us>; Jacqueline Nester <jnester@co.monroe.in.us>
Subject: RE: Southern Meadows

Paul, please see the attached exhibit. I believe this conveys generally what you want us to commit to doing as part of the Southern Meadows project. Please let me know if you have any additional comments at this time. Once/if the project is approved, we can move into detailed design and take care of the traffic counts, surveying, permitting, and fine details then.

Thanks,
Kendall

Kendall Knoke
Smith Brehob & Associates, Inc.
Office: 812-336-6536 EXT. 13

EXHIBIT NINE: Surveyor Comments – 7/18/2019

Jacqueline Nester

From: Rachel Oser
Sent: Thursday, July 18, 2019 4:22 PM
To: Jacqueline Nester; Trohn Enright-Randolph
Subject: RE: Southern Meadows - First Round of Comments
Attachments: MCSO_Checklist_SouthernMeadows_20190718.pdf

Hi Jackie,

There are not section corners shown on this plat, so we don't have any comments.

I would like to see the symbology for the found monuments at the existing corners added to the legend, along with a symbol for all of the new monuments that they are going to set.

Thanks,

Rachel Savich Oser
Professional Surveyor
Monroe County Surveyor's Office
119 W 7th Street
Bloomington, IN 47404
812-349-2570 (desk)
812-325-6203 (cell)

From: Jacqueline Nester
Sent: Thursday, July 18, 2019 9:13 AM
To: Trohn Enright-Randolph <tenright@co.monroe.in.us>; Rachel Oser <roser@co.monroe.in.us>
Subject: FW: Southern Meadows - First Round of Comments

Hi Rachel and Trohn –

Below is the link to the submission for the Southern Meadows Major Subdivision Preliminary Plat for 102 lots. The case file number is 1906-SPP-01. Can you let me know if you have comments? My first round of comments are below.

Thank you!

Jackie Nester, AICP
Senior Planner
Monroe County Planning Department
501 N. Morton St., Suite 224
Bloomington, IN 47404
jnester@co.monroe.in.us
Phone: (812) 349-2560
Fax: (812) 349-2967

EXHIBIT TEN: Drainage Board Minutes



Monroe County Highway Department

501 N. Morton St., Suite 216, Bloomington, IN 47404

(812) 349-2555 Fax (812) 349-2959

www.co.monroe.in.us

MEMO:

To: Drainage Board
From: Terry Quillman
Date: December 4, 2019

RE: Southern Meadows Preliminary Plat;

The following conditions were developed with Planning Staff. They should be considered as part of the Drainage Board action.

1. All residential lots in the subdivision are required to submit engineered site plans before issuance of the Improvement Location Permits.
2. Before Certificate of Occupancy, each lot must submit engineered as-built plans of the developed lot for approval by the MS4 Operator.
3. Petitioner must indicate lowest adjacent grade for each lot on the preliminary and final plats. Changes made to this can be approved through the drainage board.
4. Borrow sites throughout the subdivision can be permitted no matter the phasing.
5. Abandoned Railroad bed to be used as a trail should be placed in a fee simple lot and built out as part of this subdivision.
6. Commitment between Blind Squirrels and AEI must be recorded following preliminary plat approval and prior to final plat recording.
7. Petitioner submit written commitments for off-site work to be conducted with approval of this project.
8. Developer commits to grant SCA per Chp 829 should new sinkholes surface prior to lot development.
9. Drainage details of flood way crossing at west entrance are to be approved prior to Preliminary Plat approval.
10. Remaining drainage calculations are to be approved prior to Preliminary Plat approval.

EXHIBIT ELEVEN: Transportation Alternatives Plan

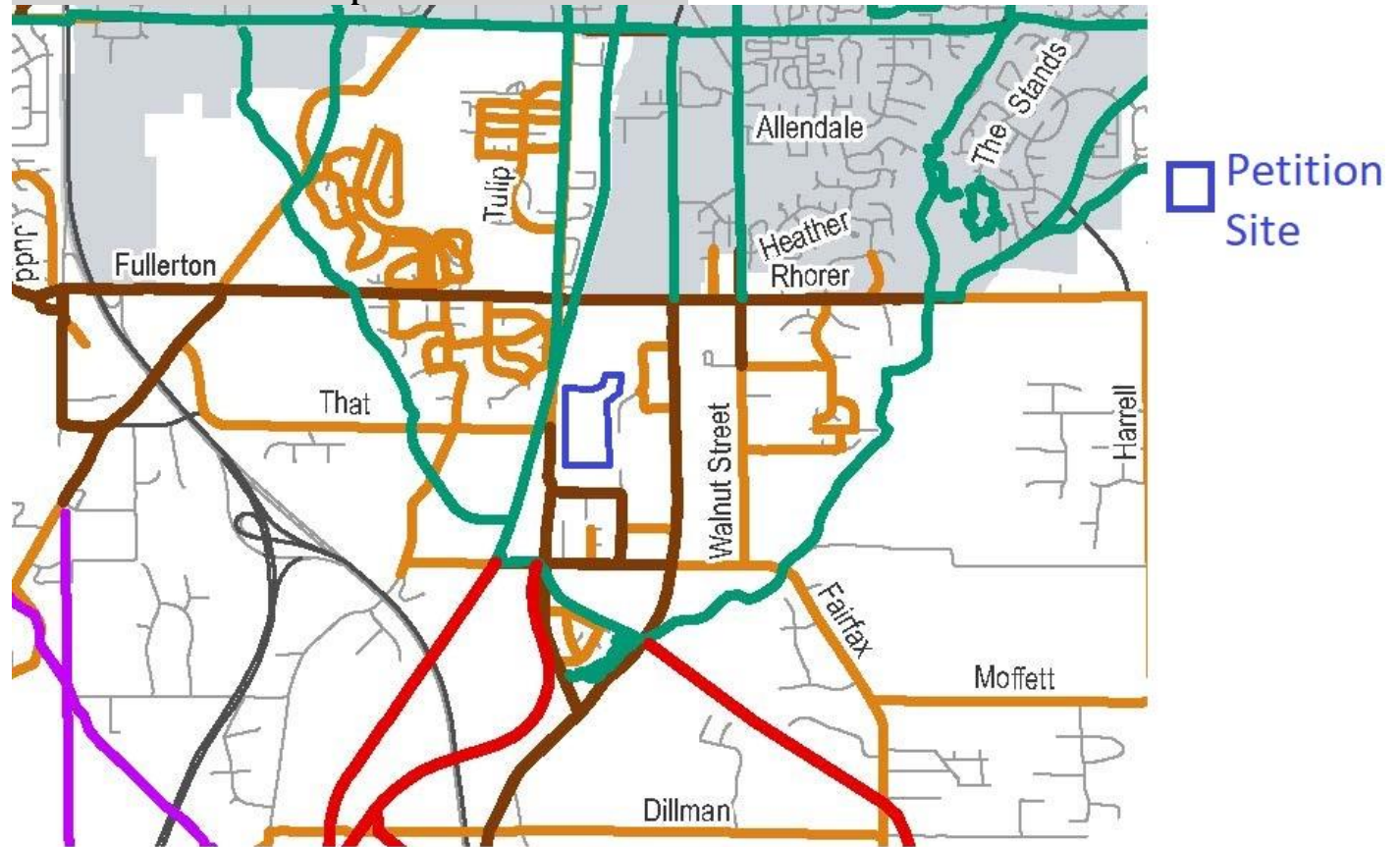


EXHIBIT TWELVE: Easement Agreement between Blind Squirrels (Cassady) and AEI (Petitioner)

AGREEMENT REGARDING ACCESS AND UTILITY EASEMENT

THIS AGREEMENT REGARDING ACCESS AND UTILITY EASEMENT (this "Agreement") is made and entered into this 25 day of September, 2019 by and between BLIND SQUIRRELS, LLC, an Indiana limited liability company ("SQUIRRELS") and ABINGTON EMERSON INVESTMENTS LLC, a Delaware limited liability company ("AEI"). The two entities are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

- SQUIRRELS and AEI separately own adjoining parcels of real property in Monroe County, Indiana (the "County"), for which they will be individually seeking approvals for development from the Monroe County, Indiana Plan Commission, (the "Plan Commission") and any other necessary approvals from governmental entities with jurisdiction.
- Development approvals that may be sought by either party include, but are not limited to, subdivision approval, granting or revision of PUD plans, plans for road construction and dedication to the County, storm water retention and control, placement of trails for walking and other permitted uses, and other development actions associated with development of real property in the County.
- AEI's development plan will be reviewed by the Plan Commission separately from, and prior to, submission and review of SQUIRRELS' development plans.
- Because the development plans of AEI and SQUIRRELS anticipate road connectivity for the two separate parcels of real property, this Agreement will allow the Plan Commission, the public and other reviewing entities and persons the ability to review the AEI plan prior to receipt of the SQUIRRELS plan.
- The Parties acknowledge that SQUIRRELS' parcel is currently subject to an approved Planned Unit Development (PUD) proposal (Plan Commission Ordinance #2008-23). To the extent that any obligation of AEI requires action by the County prior to AEI fulfilling its obligation(s) (e.g., shifting of boundaries between the adjoining parcels, as required by the conveyance of the "Transfer Parcels" as the same are depicted in Exhibit A), AEI shall fulfill its commitment within a reasonable time after receipt of notice from SQUIRRELS that there are no legal impediments to AEI doing so.

• In addition to the benefit stated above, this Agreement memorializes the duties and obligations owed by the Parties to each other, and the terms and conditions that inform their entry into the Easement Agreement.

• SQUIRRELS has agreed upon the satisfaction of certain conditions described below, (i) to enter into a certain Access and Utilities Easement (the "EASEMENT" attached hereto as Exhibit C, and incorporated herein by reference) with AEI whereby SQUIRRELS will grant to AEI a certain easement across its real property located in Monroe County, Indiana (the "County"), in the area depicted in Exhibit A, attached hereto and incorporated herein by reference, to provide access from the AEI Property, as defined below, to South Rogers Street (the "Easement Area") for the installation, use, and operation of a road right-of-way, (ii) to include the Easement Area as a platted road in the subdivision of SQUIRRELS' real property of which the Easement Area is a part, and (iii) to use its best efforts to cause the County to accept the dedication of the platted Easement Area as a public right-of-way.

• In consideration for the Easement, AEI has agreed to convey to SQUIRRELS that certain real estate depicted in Exhibit A as the "Transfer Parcels."

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. County Approvals and AEI Subdivision. AEI is currently platting its property adjacent to the east of the area subject to the Easement (the "AEI Parcel") which will be the beneficiary parcel of the EASEMENT agreement, referenced in Recital #1, and is seeking certain approvals from Monroe County, Indiana related to the development of the AEI Parcel as a residential development.

2. Execution and Delivery of "EASEMENT" agreement and "Transfer Parcels" document. Once AEI has received all necessary approvals from the County for its platted subdivision, and the Rail Issue, as defined in Section 4(b) below, has been resolved to AEI's satisfaction, AEI shall provide written notice of such approval to SQUIRRELS, along with a copy of the plat approved by Monroe County, Indiana (collectively, the "Notice"). Within five (5) business days after receipt of the Notice, SQUIRRELS and AEI shall exchange fully executed copies of the EASEMENT agreement and AEI shall provide a limited warranty deed, in the form attached hereto as Exhibit B, conveying AEI's interest in the Transfer Parcels to SQUIRRELS.

SQUIRRELS and AEI each warranty and agree to satisfy any mortgage or other lien encumbering and superior to either the area included in the EASEMENT or the Transfer Parcels, as applicable; such satisfaction shall be completed on or before the date the EASEMENT and limited warranty deeds are required to be executed as provided in this Section 2. The Parties acknowledge that SQUIRRELS' parcel of land currently has an approved Planned Unit Development (PUD) and that combining the Transfer Parcels with SQUIRRELS' parcel may require additional action by the County. Upon full execution of the EASEMENT agreement, the EASEMENT agreement shall become effective, and AEI shall proceed to record the same with the office of the Recorder of Monroe County, Indiana. If County approval is needed to permit the combination of the Transfer Parcels into SQUIRRELS' existing PUD and if, despite SQUIRRELS' best efforts, County approval is not obtained within twenty-four (24) months of the date of this Agreement, and so long as this Agreement has not otherwise been terminated, the obligation to convey the Transfer Parcels shall be void and of no further force or effect and AEI shall instead pay SQUIRRELS the sum of \$45,000.00. In addition to the property identified as Transfer Parcel 1 and Transfer parcel 2 in Exhibit A, any portion of the property identified as "Abandoned Monon Railroad" in Exhibit A that belongs to AEI shall be surveyed and transferred to Squirrels, by quitclaim deed, concurrently with the Transfer Parcels, or as soon as reasonably possible after Transfer Parcels 1 and 2 are conveyed to Squirrels.

3. AEI's Obligations. As provided in the EASEMENT Agreement, AEI shall be responsible for constructing a road, at its own expense, within the Easement Area, (which shall serve as an extension of That Road into the AEI subdivision), in a manner which is consistent with the requirements for publicly dedicated rights-of-way in residential subdivisions in Monroe County, Indiana, including the construction of a curb cut into South Rogers Street and all related improvements thereto, including, but not limited to, curbs, sidewalks, signs, landscaping, and utility and drainage infrastructure (the "New Road"). If the location of the curb cuts for the benefit of the SQUIRRELS' property to the New Road is known when the New Road is initially designed, the construction of the curb cuts, which shall be according to County standards, shall be part of AEI's obligation to initially construct the New Road. If the location of the curb cuts is not known, SQUIRRELS shall have the right to construct the curb cuts to the New Road at a later date, as provided in, and subject to the terms of the Easement. The New Road shall be constructed to such width and specifications, as established by the County, such that the County will accept dedication of the completed road into the County inventory of roadways. Recognizing that the New Road will serve as a major entrance into SQUIRRELS' eventual development, and will serve as a major point of entry into AEI's development, AEI shall consult with SQUIRRELS on the aesthetic features of the New Road, consisting of the signage and landscaping for the same, so that

SQUIRRELS can have an opportunity for input into certain design decisions, to be provided within ten (10) days of submittal of the proposed designs to SQUIRRELS. AEI shall discuss SQUIRRELS' proposals related to the landscaping and signage and will not unreasonably withhold its consent to reasonable proposals made by SQUIRRELS. Notwithstanding the above, if SQUIRRELS' proposals are in addition to those in the County requirements and AEI's initial proposal, the additional cost of the same shall be paid by SQUIRRELS. AEI will be responsible for all grading for the road construction.

4. Squirrels' Obligations. (a) SQUIRRELS shall, at its expense, demolish the central portion of the structure that currently is in place across the area where the That Road extension will be constructed, to be completed within thirty (30) days of the later of (i) SQUIRRELS' receipt of the Notice, or (ii) SQUIRRELS' receipt of all approvals and consents required for such demolition, so long as SQUIRRELS has, upon the execution of the Agreement and thereafter used its best efforts to obtain all such permits and approvals required for the demolition, including, if required by the County, those permits provided for in subsection (C) below. In any event, the demolition shall be completed by July 31, 2020, subject to delays beyond SQUIRRELS' CONTROL. The demolition shall include removal of the structure, drives, foundations, sidewalks, parking areas, trees and brush, and of all debris associated therewith, that could reasonably affect utilization of the Easement for road construction (the "Improvements"). The extension of That Road will require a ROW of 80 feet in width. SQUIRRELS will demolish and remove a sufficient portion of the Improvements such that no portion of the Improvements will interfere with either the 80' ROW, or the temporary 100' construction easement (10' added to each side boundary of the 80' ROW). SQUIRRELS will be responsible for the planning and costs of demolition of the necessary portion of the Improvements, removal of resulting material, and all associated costs.

(b) The parties acknowledge that there is some question as to SQUIRRELS' ownership to the rail corridor area adjacent to the AEI Property. SQUIRRELS shall take such actions as are necessary to obtain good marketable title to the railway corridor area so to allow, upon the recording of the Easement, AEI to obtain an endorsement to an owner's title insurance policy insuring access across the Easement to Rogers Street, and to otherwise resolve all issues related to easements, boundaries or other property boundary questions or issues that may be directly relevant to SQUIRRELS' obligations under this Agreement to hold good marketable title to the EASEMENT Area, using all good faith efforts to complete the same in a timely manner (the "Rail Line Issues"). If the Rail Line Issues have not been satisfactorily resolved within six (6) months of the date hereof, AEI may, at its option (i) terminate this Agreement or (ii) extend the period for SQUIRRELS to satisfactorily resolve the Rail Line Issues.

(c) SQUIRRELS also agrees that, following receipt of the Notice, it will commence the procedural actions, whether for revision of its PUD, or subdivision, with the County, covering SQUIRRELS' current parcel and the Transfer Parcels, currently owned by AEI and will diligently pursue the same to completion. As part of such legal actions, Squirrels will cause the Easement Area to be platted as common area, cause the New Road to be a platted right-of-way and shall use its best efforts to cause the Easement and ROW to be accepted as a dedicated right-of-way by the County.

(d) SQUIRRELS shall consult with AEI with regard to any landscaping or signage to be made in or within ten (10) feet of the Easement Area and will not unreasonably withhold its consent to reasonable changes made by AEI, so long as AEI agrees to pay for increased costs related to AEI's proposed changes. AEI shall provide its comments to SQUIRRELS within ten (10) days of receipt of the proposed landscaping or signage.

5. Termination of this Agreement. Should AEI fail to obtain an approved development plan from the County for the AEI Subdivision within twenty-four (24) months after entry into this Agreement, this Agreement will automatically terminate, and the parties will be released from all obligations stated herein.

6. Jurisdiction. Jurisdiction for resolution of legal issues regarding this Agreement shall rest with the Monroe County, Indiana Circuit Courts.

7. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

8. Applicable Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Indiana.

9. Binding Upon Heirs and Successors. The duties and obligations set forth in this document shall be binding upon, and inure to the benefit of, each Party's Heirs, Assignees, and Successors in Interest.

10. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder must be in writing and deposited in the United States Mail, postage prepaid, or personally delivered, or sent by facsimile with a copy deposited in the United States Mail, to the appropriate address set forth below, or at such other address as a party may, from time to time, designate in writing. Each party

may from time to time designate by written notice to the other party not more than two additional entities with an interest in the property (lenders, investors, insurers) to receive notice hereunder. Notices shall be deemed sufficiently served or given on the date dispatched in a manner provided above. The initial addresses of the parties shall be:

With respect to AEI:

c/o Abington Emerson Investments, LLC
11100 Santa Monica Boulevard, Suite 260
Los Angeles, CA 90025

With respect to SQUIRRELS:

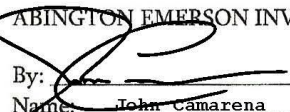
Blind Squirrels, LLC
P.O. Box 605
Clear Creek, Indiana 47426

11. Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute only one instrument.

[Signature page follows]

EXECUTED on the day and year set forth above.

ABINGTON EMERSON INVESTMENTS, LLC

By: 
Name: John Camarena
Its: Vice President

BLIND SQUIRRELS, LLC

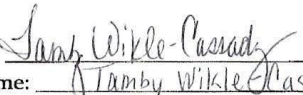
By: 
Name: Tamby Winkle-Cassady
Its: _____

EXHIBIT A

Depiction of Easement Area and
Transfer Parcels

(See attached)

US.123940326.09

Exhibit A, page 1

①	RR SPIKE	M	MEASURED
②	STONE	P	PLATED
③	REBAR	R	REFORD
④	IRON PIPE	FRB	FOUND REBAR
⑤	MAO NAIL	GRB	GRST REBAR
		FIP	FOUND IRON PIPE
		FRB	FOUND HANGNAIL SPIKE
		FRB	FOUND HANGNAIL
		FRB	SET HANGNAIL
		BIC	BUILDING CORNER
		FRB	FOUND
		B.G.	BELOW GRADE
		A.G.	ABOVE GRADE



page 2 of 4 JMC Y

Smith Brehob & Associates, Inc.
 453 S. Clarine Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6536
 Fax: (812) 336-0513
 Web: <http://smithbrehob.com>
 Job: 8920
 Date: 09/09/19

LEGEND

0	RR SPIKE	M	MEASURED	FMAG	FOUND MAG NAIL
E3	STONE	P	PLATTED	BMAG	SET MAG NAIL
⊙	REDAR	R	RECORD	BC	BUILDING CORNER
○	IRON PIPE	FRD	FOUND REBAR	FND	FOUND
Δ	MAG NAIL	SSB	SET STEEL	B.O.	BELOW GRADE
		PIP	FOUND IRON PIPE	A.G.	ABOVE GRADE
		HH	FOUND HAIL/HAU 1/8"X1/4"		

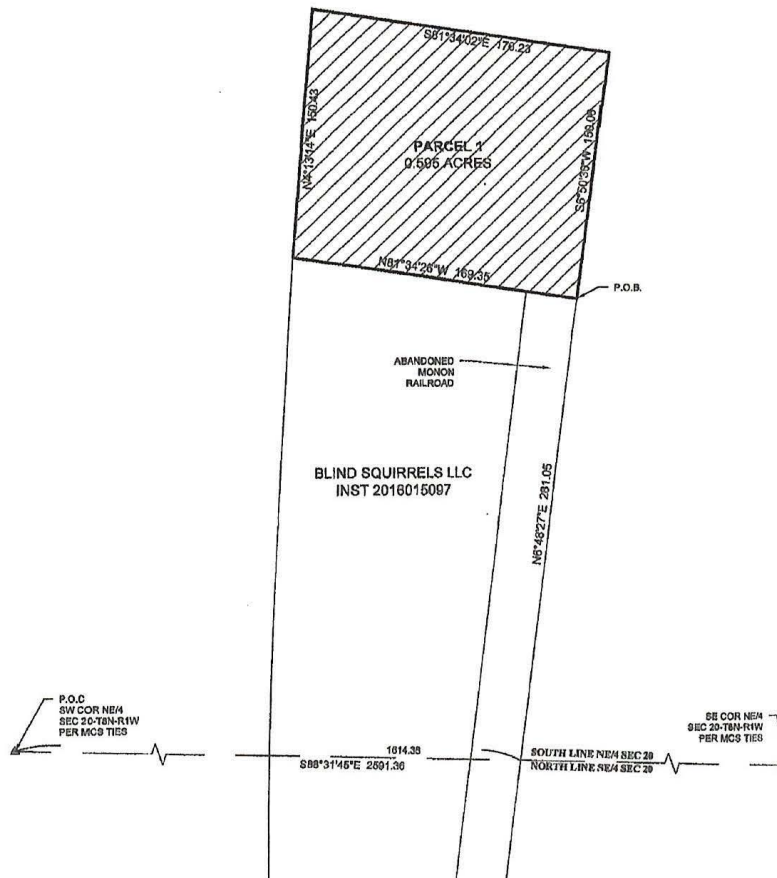
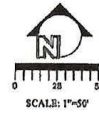


EXHIBIT A TRANSFER PARCEL 1

page 2 of 2 3 of 4 JMC

Smith Brehob & Associates, Inc.
453 S. Charles Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>
Job: 5920
Date: 09/09/19

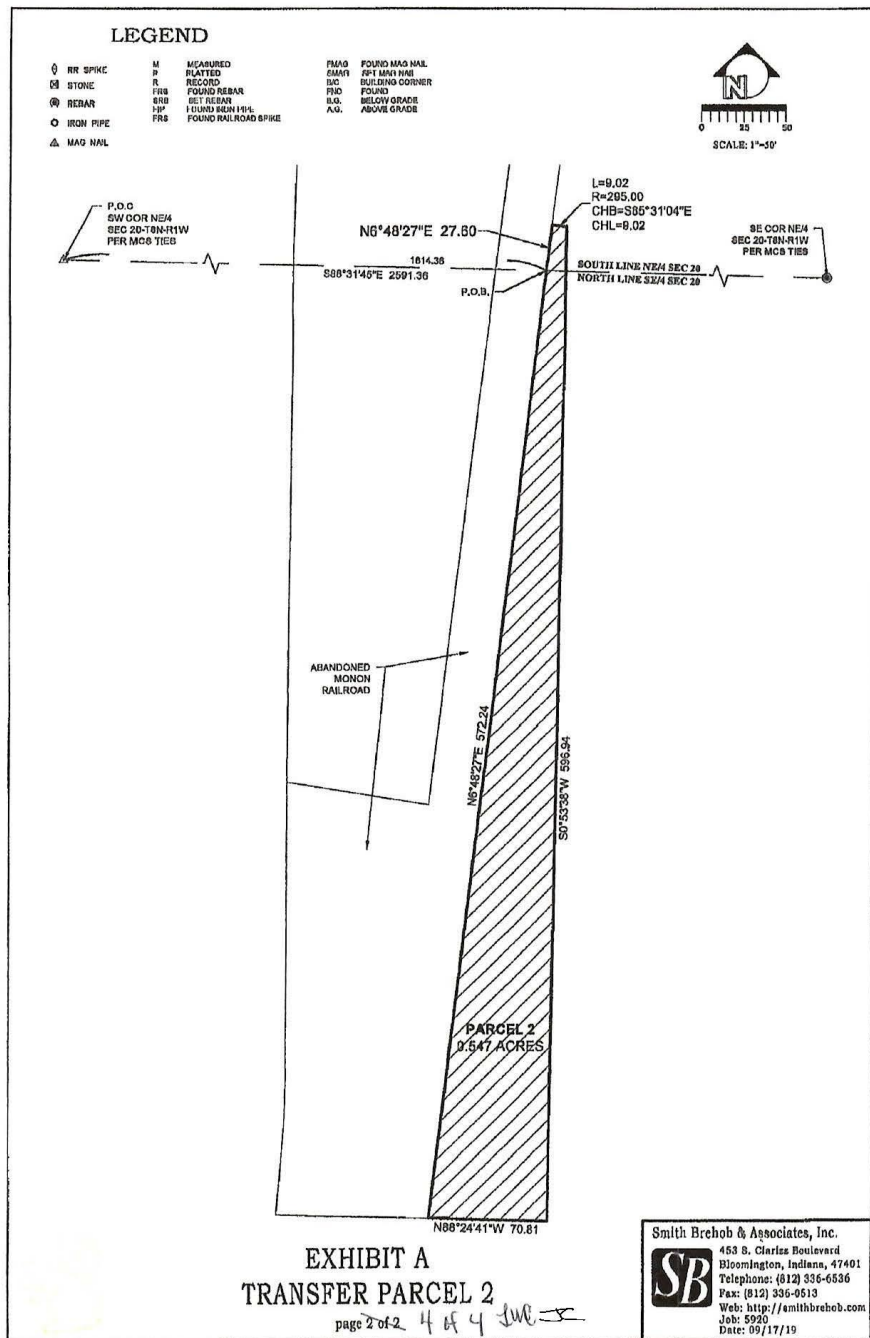


EXHIBIT B
FORM OF DEED

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH, that _____, a(n) _____ ("Grantor") CONVEYS, with the limited warranty provided below, to _____, a(n) _____ ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, certain real property located in _____ County, Indiana, which real property is commonly known as _____, and is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Real Estate").

SUBJECT TO the lien of real estate taxes due and payable in (May) (November), 201____, and thereafter, to all general and special assessments and all other governmental, municipal and public dues, charges and impositions not delinquent, to all easements, restrictions, agreements, covenants, encumbrances and other matters of record, to the interest of the public in all rights of way on or adjacent to the Real Estate and to all matter which would be disclosed by a survey or inspection of the Real Estate.

Grantee's post office address is: _____

Grantor, as its sole warranty herein, specially covenants and warrants that the Real Estate is free of any encumbrance made or suffered by Grantor except as set forth herein and that Grantor and Grantor's successors shall warrant and defend the same to Grantee and Grantee's successors and assigns forever against the claims and demands of all persons claiming by, through or under Grantor, but against none other.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is the duly authorized representative of Grantor and has been fully empowered and duly authorized by all necessary corporate/company action to Grantor to execute and deliver this Limited Warranty Deed; that Grantor has full capacity to convey

Exhibit B, page 1

US.123940326.09

EXHIBIT C

ACCESS AND UTILITIES EASEMENT

THIS ACCESS AND UTILITIES EASEMENT (this "EASEMENT" agreement) is made and executed this 25 day of September, 2019, by and between BLIND SQUIRRELS, LLC, an Indiana limited liability company ("Grantor"), and ABINGTON EMERSON INVESTMENTS, LLC, a Delaware limited liability company ("Grantee"). Grantor and Grantee are each an "Owner" hereunder.

RECITALS

A. Grantor is the owner of certain real property located in Monroe County, Indiana, in, on, under, over and through which Grantee desires to obtain an access easement and utilities easement (the "Access and Utilities Easement Area"). The Access and Utilities Easement Area is more particularly described on Exhibit A and depicted on Exhibit B, both attached hereto and by this reference incorporated herein.

B. Grantee desires to obtain a non-exclusive easement in, on, over, and across the Access and Utilities Easement Area for the benefit of certain property owned by Grantee in Monroe County, Indiana, as described in Exhibit C, incorporated herein, made a part hereof ("Grantee's Property"), and for the purposes more particularly described herein. Grantor is willing to grant the easement to Grantee for such purposes subject to the terms and conditions set forth herein.

C. In this document the "Access and Utilities Easement" is referred to as the "Easement" land is a permanent easement; the ten (10) feet wide easement added to each side of the Easement for the purposes of construction is a temporary easement (the "Temporary Construction Easement" which is equal to the permanent area of the EASEMENT plus the temporary 10 feet width added to each side boundary.

TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Easement.

1.1 Grant of Access Easement. Grantor hereby conveys to Grantee a non-exclusive access easement on, over, and across the Access and Utilities Easement Area for the

Exhibit C, page 1

US.123940326.09

use, construction, design, installation, repair, and replacement of a road right-of-way for pedestrian and vehicular ingress and egress into and out of Grantee's Property. This access easement, as well as all access and other rights provided for in this Agreement, will permit Grantee to access the Grantee's Property for any lawful present or future use to which the Grantee's Property may be put.

1.2 Grant of Utilities Easement. Grantor hereby conveys to Grantee, or its assignee if the assignment is to any public or quasi-public utility company, a non-exclusive utilities easement in, on, under, over and through the Access and Utilities Easement Area for the: (i) installation, construction and extension of any and all utility lines (i.e., water, sanitary sewer, storm water drainage, electricity, telecommunications, natural gas, etc.) and pipes and related facilities and all appurtenances thereto (collectively, the "Utilities"); (ii) tying into utility lines located on the Grantee's Property, if any; and (iii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the Utilities, along with the right of ingress and egress for such purposes.

1.3 Grant of Temporary Easement for Initial Construction. Grantor shall be responsible for the demolition and removal of the central portion of the existing building, improvements, and the removal of trees and brush, from the Easement Area as per a separate agreement between Grantor and Grantee, titled "Agreement Regarding Access and Utility Easement". Grantee shall be responsible for the construction of the road to be located on the Access and Utilities Easement Areas and related improvements including curbs, drainage, landscaping, signage and curb cuts (the "Road"). Grantor hereby grants to Grantee a temporary construction easement under, over and on that portion of the Grantor's property that reaches ten (10) feet north and south of the boundaries of the Access and Utilities Easement Area during the time of Grantee's initial construction of the Road (the "**Temporary Easement Area**"). Such temporary easement shall commence on the first day of road construction and shall terminate after such construction and any necessary restoration work is completed. After the completion of the initial construction, Grantee shall repair any portion of Temporary Constructed Easement Area disturbed by such construction to substantially the same condition as existed prior to such work. The Access and Utilities Easement Area and, so long as the temporary easement is in effect, the Temporary Easement Area, are collectively referred to as the Easement Area.

1.4 Grantor's Use of the Road. Grantor expressly reserves the right to construct curb cuts onto the north and south side of the road to allow for an access drive to and from the Road and the real property owned by Grantor adjacent to the Road as the same shall exist from time to time (the "Grantor Parcel"). The location of the curb

cuts shall, if not included in the initial construction of the Road, be subject to Grantee's approval, not to be unreasonably withheld and shall be approved by the County and otherwise in compliance with Laws. In no event shall the curb cuts be constructed in a manner or location which would negatively affect the possibility of the County not accepting the Road as a public right of way. If any curb cuts are constructed by Grantor rather than as a part of the initial construction of the roads, the curb cuts shall be completed in a manner which avoids any material interference with the use of the Road to gain access to Grantee's Parcel. Upon Grantor's completion of any curb cuts it installs, all damage to the Road and all related improvements, including landscaping, shall be repaired at Grantor's sole cost and expense, to a condition existing before work on the curb cuts commenced.

2. **Maintenance; Self Help.** Except as provided below, Grantee will maintain and repair the Access and Utilities Easement Area: (i) to standards required by any applicable municipal/government authorities; and (ii) in a workmanlike and acceptable manner, including maintaining the Access and Utilities Easement Area in such a manner as to allow Grantee's access to and from the Grantee's Property and Rogers Street. Grantee's maintenance and repair obligation will include but will not be limited to seal coating, striping and patching, and snow and ice removal. The foregoing is herein collectively referred to as the "Road Maintenance Obligations." Grantor shall be responsible for maintaining the landscaping, sidewalks and signage located in the Easement Area (the "Landscaping Maintenance Obligations"). All Road Maintenance Obligations shall terminate upon the acceptance of the dedication of the Road to the City of Bloomington, Indiana or Monroe County, Indiana. Notwithstanding the foregoing, each party shall be solely responsible for damage to or repairs for the Road to the extent arising from the negligence or intentional misconduct of such party or such parties' misuse of the Road. The Road Maintenance Obligations and the Landscaping Maintenance Obligations shall be completed in a manner as is required by law and is consistent with similar residential subdivisions in Bloomington, Indiana.

3. **Insurance.** Grantee and Grantor shall, upon written request, each deliver to the other party certificates of insurance indicating that it has obtained general commercial liability insurance with coverage of at least \$1,000,000 (with reasonable deductibles, accounting for the financial strength of the insured).

4. **Run with the Land/Successors.** This Agreement, and the easements granted herein, are perpetual and shall run with the land described herein, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

5. **Dedication.** Grantor and Grantee acknowledge that it is the intent of the parties that the Road will be dedicated to Monroe County, Indiana, by and through the

appropriate agency, and Grantor shall work diligently and in good faith to cause such dedication. The parties acknowledge that Grantee has control over all aspects of road construction, in accordance with specifications set out by Monroe County and the State of Indiana, that must be met prior to acceptance of the Road for dedication by the County. Grantee shall cooperate with the dedication, including the execution of any required consents or other documents, so long as at no cost or liability to Grantee. Grantee agrees to construct the Road in a manner that is equal or superior to the requirements for publicly dedicated rights-of-way in residential subdivisions in Monroe County, Indiana, including the construction of a curb cut into South Rogers Street.

6. Compliance with Laws and Regulations. The Parties shall use, and cause their invitees, agents, contractors, employees and tenants to use, the easement rights contained in this Agreement in compliance with all applicable laws and regulations and shall not do or permit to be done anything which would or might result in the other party from becoming liable for any increased costs, damages, fines or penalties under any such law or regulation.

7. Jurisdiction. Jurisdiction for resolution of legal issues regarding this Agreement shall rest with the Monroe County, Indiana Circuit Courts.

8. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

9. Applicable Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Indiana.

10. Notices. All notices, requests, demands and other communications required or permitted certified mail, return receipt requested, to be given hereunder must be in writing and deposited in the United States Mail, postage prepaid, or personally delivered, or by overnight courier to the appropriate address set forth below, or at such other address as an Owner may, from time to time, designate in writing. Each Owner may from time to time designate by written notice to the other Owners not more than two additional entities with an interest in the property (lenders, investors, insurers) to receive notice hereunder. Notices shall be deemed sufficiently served or given on the date received or when delivery was first attempted. The initial addresses of the Owners shall be:

Exhibit C, page 4

US.123940326.09

With respect to Grantee:

Blind Squirrels, LLC
2600 S. Kegg Road
Bloomington, IN 47403

With respect to Grantor:

Abington Emerson Investments, LLC
11100 Santa Monica Boulevard, Suite 260
Los Angeles, CA 90025

11. **Counterparts.** The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

12. **Representation.** Grantor hereby warrants that it is the sole fee owner of the Easement Area, no third-party consent is required to enter onto or carry out the terms of this Agreement and that the Easement Area is not subject to any encumbrance including, without limitation, any mortgage, lien or other security interests.

[Signature page follows]

Exhibit C, page 5

U.S.123940326.09

EXECUTED by Grantor and Grantee on the date first set forth above.

Grantor:

BLIND SQUIRRELS LLC

[Exhibit Only, Do Not Execute]

By: _____
Name (Print): _____
Title: _____

STATE OF INDIANA)
) SS
COUNTY OF MONROE)

On _____, before me, _____, a Notary Public, personally appeared _____, the _____ of Blind Squirrels, LLC who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

My County of Residence is _____ County, Indiana

My Commission expires on _____, 20____.

Commission No. _____

US 123940326.09

Exhibit C, page 6

EXECUTED by Grantor and Grantee on the date first set forth above.

Grantee:

ABINGTON EMERSON INVESTMENTS, LLC

[Exhibit Only, Do Not Execute]

By: _____
Name (Print): _____
Title: _____

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, the _____ of Abington Emerson Investments, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

County of Residence: _____, County, Indiana

My Commission Expires: _____, 20____.

Commission No. _____

This instrument was prepared by: Mark C. Sausser, Esq., Faegre Baker Daniels LLP, 300 N. Meridian Street, Suite 2700, Indianapolis, Indiana 46204.

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. (Mark C. Sausser)

EXHIBIT A TO ACCESS AND UTILITIES EASEMENT

(Legal Description of the Access and Utilities Easement Area)

A PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER SOUTH 88 DEGREES 31 MINUTES 45 SECONDS (STATE PLANE INDIANA WEST ZONE), FOR 1584.27 FEET TO THE WEST RIGHT OF WAY OF THE ABANDONED MONON RAILROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE NORTH 06 DEGREES 48 MINUTES 27 SECONDS EAST, FOR 27.17 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY SOUTHWESTERLY 0.98 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 87 DEGREES 48 MINUTES 03 SECONDS WEST AND CHORD LENGTH OF 0.98 FEET; THENCE SOUTH 87 DEGREES 33 MINUTES 21 SECONDS, FOR 120.70 FEET TO THE CENTERLINE OF ROGERS ROAD; THENCE NORTHEASTERLY ALONG THE CENTERLINE 80.24 FEET WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 3232.03 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 02 DEGREES 00 MINUTES 39 SECONDS EAST AND A CHORD LENGTH OF 80.24 FEET; THENCE LEAVING SAID CENTERLINE NORTH 87 DEGREES 33 MINUTES 21 SECONDS EAST, A DISTANCE OF 114.47; THENCE NORTHEASTERLY 13.97 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 88 DEGREES 37 MINUTES 24 SECONDS EAST AND A CHORD LENGTH OF 13.97 FEET TO THE WEST RIGHT OF WAY OF THE ABANDONED MONON RAILROAD; THENCE ALONG SAID RIGHT OF WAY SOUTH 06 DEGREES 48 MINUTES 27 SECONDS WEST, A DISTANCE OF 80.79 FEET TO THE POINT OF BEGINNING, CONTAINING 0.230 ACRES, MORE OR LESS.

US.123940326.09

EXHIBIT B TO ACCESS AND UTILITIES EASEMENT

(Depiction of the Access and Utilities Easement Area)

[See the Following Page]

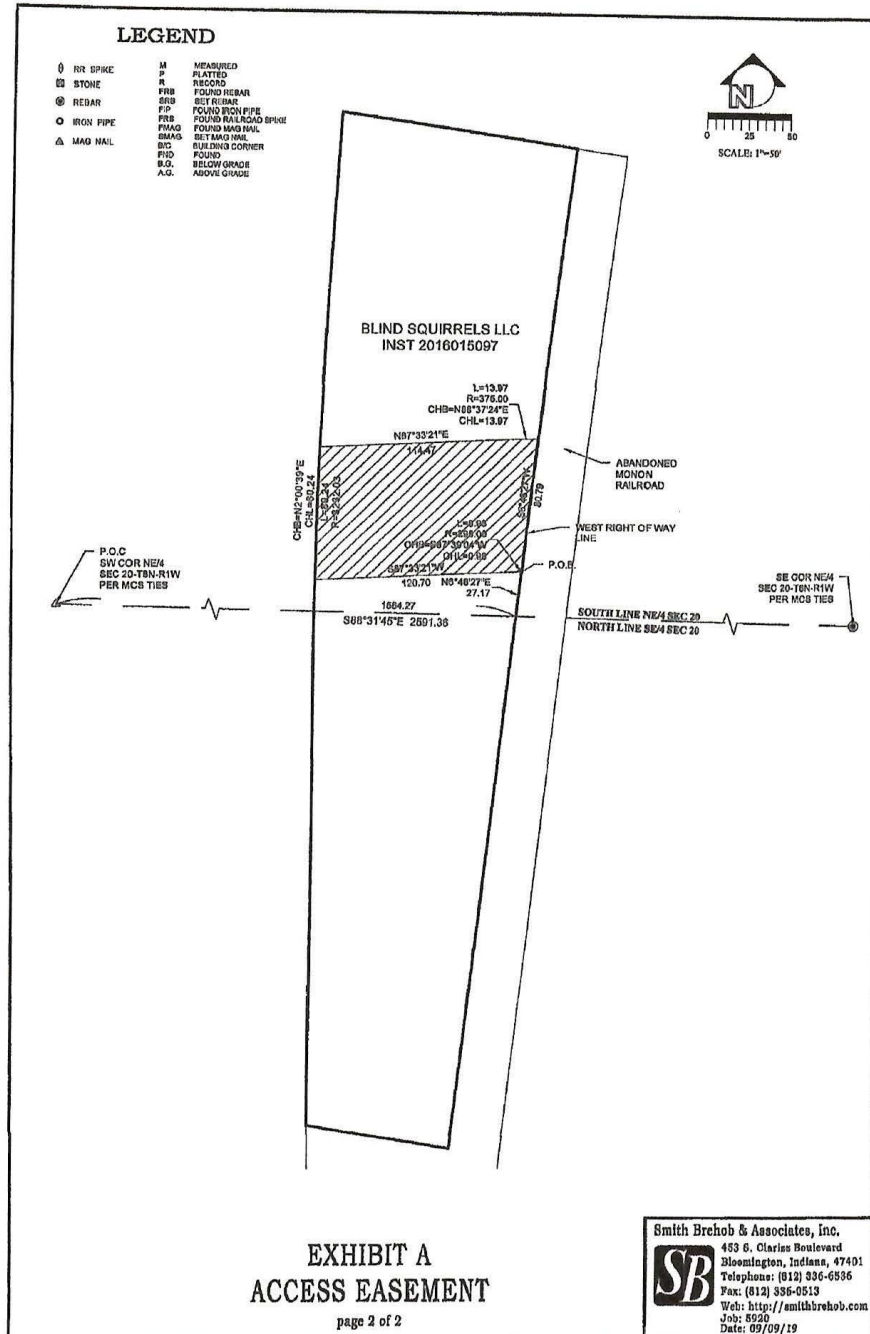


EXHIBIT C TO ACCESS AND UTILITIES EASEMENT

(Description of Grantee Property)

TRACT 1 OF THE SOUTHCREST MOBILE HOME PARK TYPE "A"
ADMINISTRATIVE SUBDIVISION FINAL PLAT, DATED SEPTEMBER 3, 2010
AND RECORDED IN MONROE COUNTY, INDIANA AS INSTRUMENT NUMBER
2010015321 ON OCTOBER 6, 2010 AND IN PLAT CABINET D, ENVELOPE 101, IN
THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

US.123940326.09

EXHIBIT THIRTEEN: Tree Preservation Exhibit

Southern Meadows Subdivision Tree Preservation Exhibit



EXHIBIT FOURTEEN: Buildable Area Waiver Request

Smith Brehob & Associates, Inc.



Stephen L. Smith, P.E., L.S.
Steven A. Brehob, BS.CNT.
Todd M. Borgman, PLS
Don Kocarek, L.A.
Katherine E. Stein, P.E.

"Providing professional land planning, design, surveying and approval processing for a quality environment"

453 S. Clarizz Boulevard
Bloomington, IN 47401

November 25, 2019

Monroe County Plan Commission
Suite 224
501 N. Morton Street
Bloomington, IN 47404

Dear Members of Plan Commission,

As recommended by the Monroe County Highway department, we are requesting a waiver of the buildable area requirement for lots 16-23, 35-45, 47-52, 61-63, 68-72, 76-78, 85-86, and 91-94 within the proposed Southern Meadows subdivision. The buildable area requirement we are requesting to be waived is stated as follows in chapter 804 of the Monroe County Zoning Ordinance:

"Slopes 15% or greater as specified in Chapter 825 Area 2 Regulations"

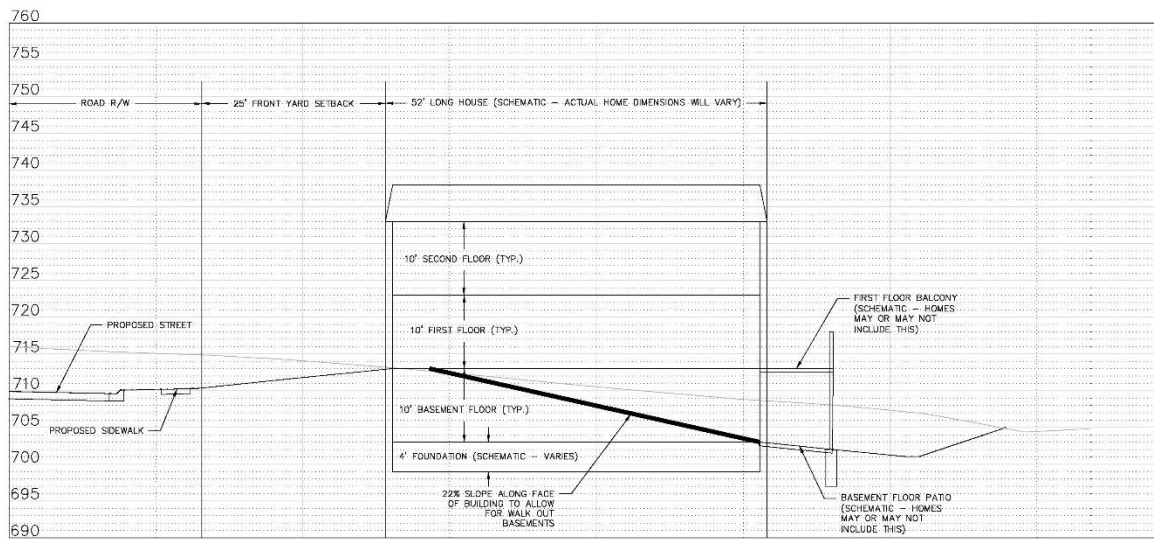
The reason for this request is to fulfill the grading recommendations given to us by the Monroe County Highway department.

Thank you for your thoughtful consideration to this matter.

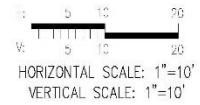
Regards,



Kendall Knoke
Smith Brehob & Associates, Inc.
812-336-6536 ext. 13
kknoke@smithbrehob.com



TYPICAL WALK OUT BASEMENT ELEVATION
(LOT 47 SHOWN HERE)





4391 Maefield Dr
Zoning: MR



Image capture: May 2019 © 2019 Google

Bloomington, Indiana

Google

Street View - May 2019

Google Maps

4436 S Carberry Ct
Zoning: RS3.5

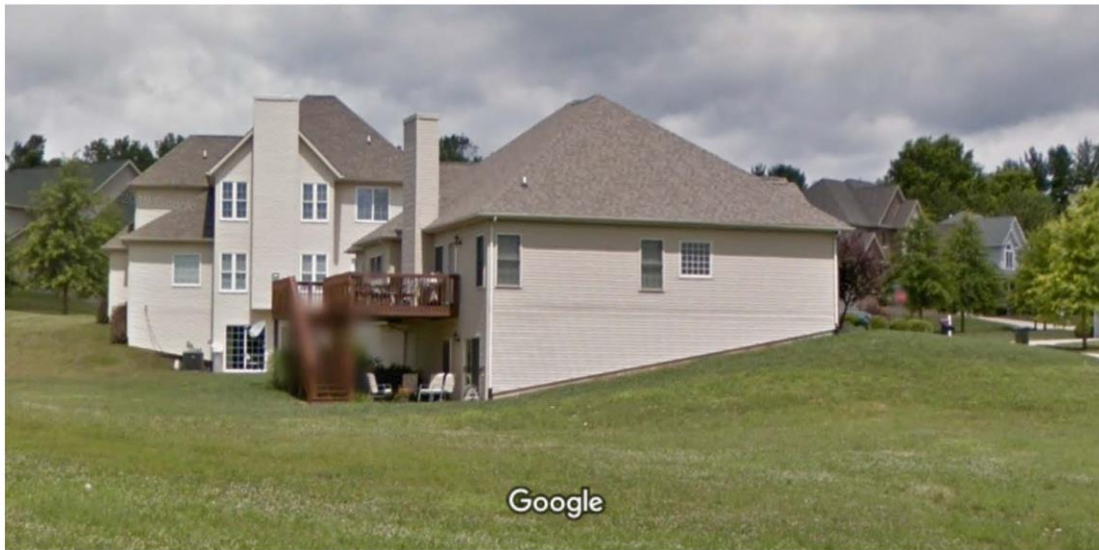


Image capture: Jul 2014 © 2019 Google

Bloomington, Indiana

Google

Street View - Jul 2014



4213 S Clear View Dr
Zoning: Clear Creek Estates PUD



Image capture: Jul 2014 © 2019 Google

Bloomington, Indiana

Google

Street View - Jul 2014

Google Maps 4333 N Ridgewood Dr
Zoning: MR



Image capture: May 2019 © 2019 Google

Bloomington, Indiana

Google

Street View - May 2019

Google Maps 1577 W Leighton Ln
Zoning: Highlands PUD



Image capture: May 2019 © 2019 Google

Bloomington, Indiana

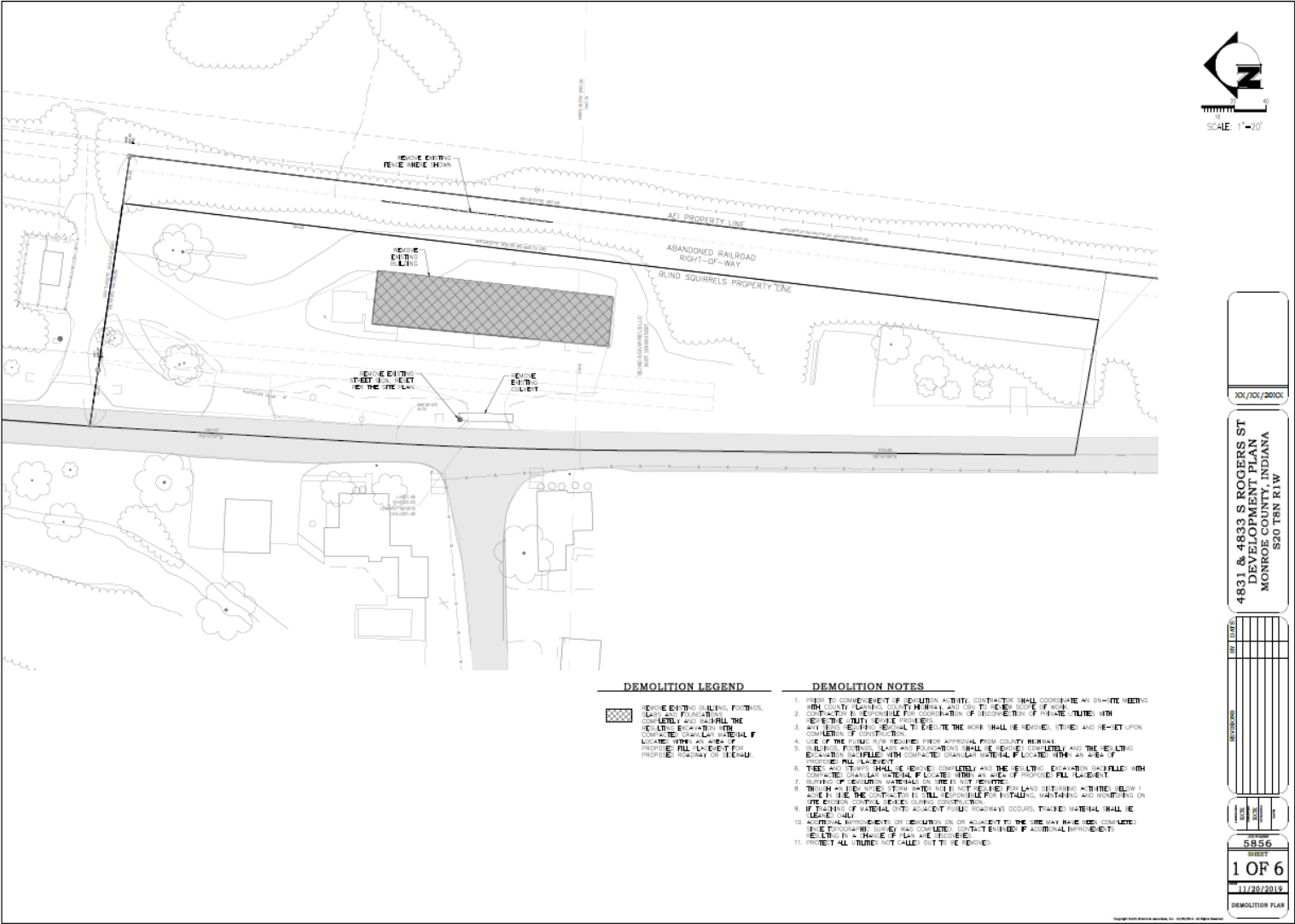
Google

Street View - May 2019

913 W Baywood Dr
Zoning: Clear Creek Estates PUD



EXHIBIT FIFTEEN: Draft Development Plan – W That Road



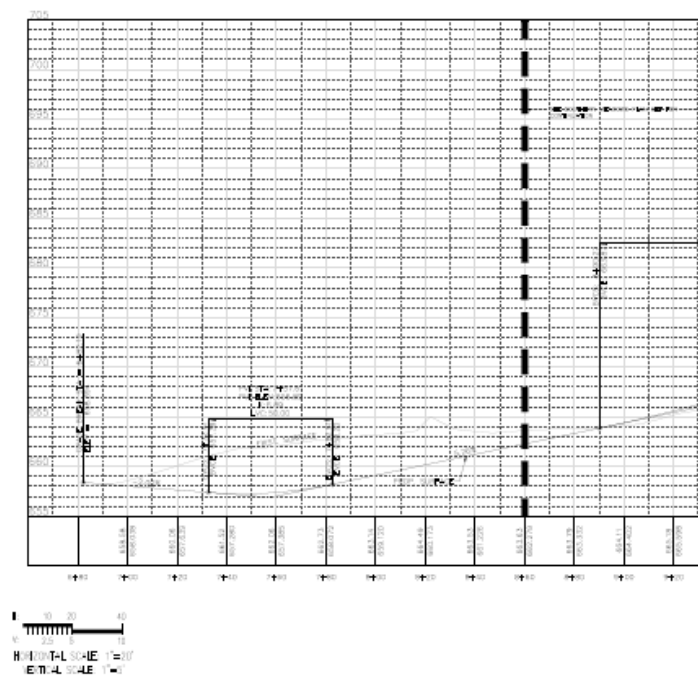


EXHIBIT SIXTEEN: Letter of Support – MCCSC

Jacqueline Nester

From: Kendall Knoke <kknoke@smithbrehob.com>
Sent: Tuesday, October 29, 2019 10:29 AM
To: Jacqueline Nester
Subject: FW: [EXTERNAL] RE: Leonard Valley Subdivision Concept Site Plan

Jackie, see below for confirmation from MCCSC that I met with them regarding the path connection.

Thanks,
Kendall

Kendall Knoke
Smith Brehob & Associates, Inc.
812-336-6536 x13

From: Ciolli, Christopher R <cciolli@mccsc.edu>
Sent: Tuesday, October 29, 2019 10:26 AM
To: Kendall Knoke <kknoke@smithbrehob.com>
Subject: Re: [EXTERNAL] RE: Leonard Valley Subdivision Concept Site Plan

Kendall,

This email serves as confirmation that you and met on May 16th, 2019 to discuss the trail that connect the school and Southern Meadows and support the installation of said trail in an effort to provide safe passage for our students and community members. It is understood that MCCSC will have an opportunity to review and provide input prior to final design or construction of the neighborhood.

Thank you,

Chris Ciolli

Director of Building Operations

MCCSC Service Building

560 E. Miller Dr.

Bloomington, IN 47401

812-330-7720 ext. 53185

812-330-7791 Fax

From: Kendall Knoke <kknoke@smithbrehob.com>
Sent: Monday, October 28, 2019 2:25 PM

To: Ciolli, Christopher R <cciolli@mccsc.edu>

Subject: [EXTERNAL] RE: Leonard Valley Subdivision Concept Site Plan

Chris, can you send me an email confirming that we met on May 16th and that the school is generally in support of the trail connection between Clear Creek Elementary and the proposed Southern Meadows (formerly Leonard Valley) single family residential subdivision?

You will still review and approve the final construction plans if the subdivision is approved but this is just a statement of general support for the trail connection for the Plan Commission hearing.

Thank you,
Kendall

Kendall Knoke

Smith Brehob & Associates, Inc.
812-336-6536 x13

From: Kendall Knoke

Sent: Thursday, May 16, 2019 9:50 AM

To: cciolli@mccsc.edu

Subject: Leonard Valley Subdivision Concept Site Plan

Chris, to save you the trouble of scanning the site plan, it is attached here for you. Thanks for meeting today.

I will reach out to Bill Riggert for the Clear Creek Elementary Survey and keep you posted on the development as things progress.

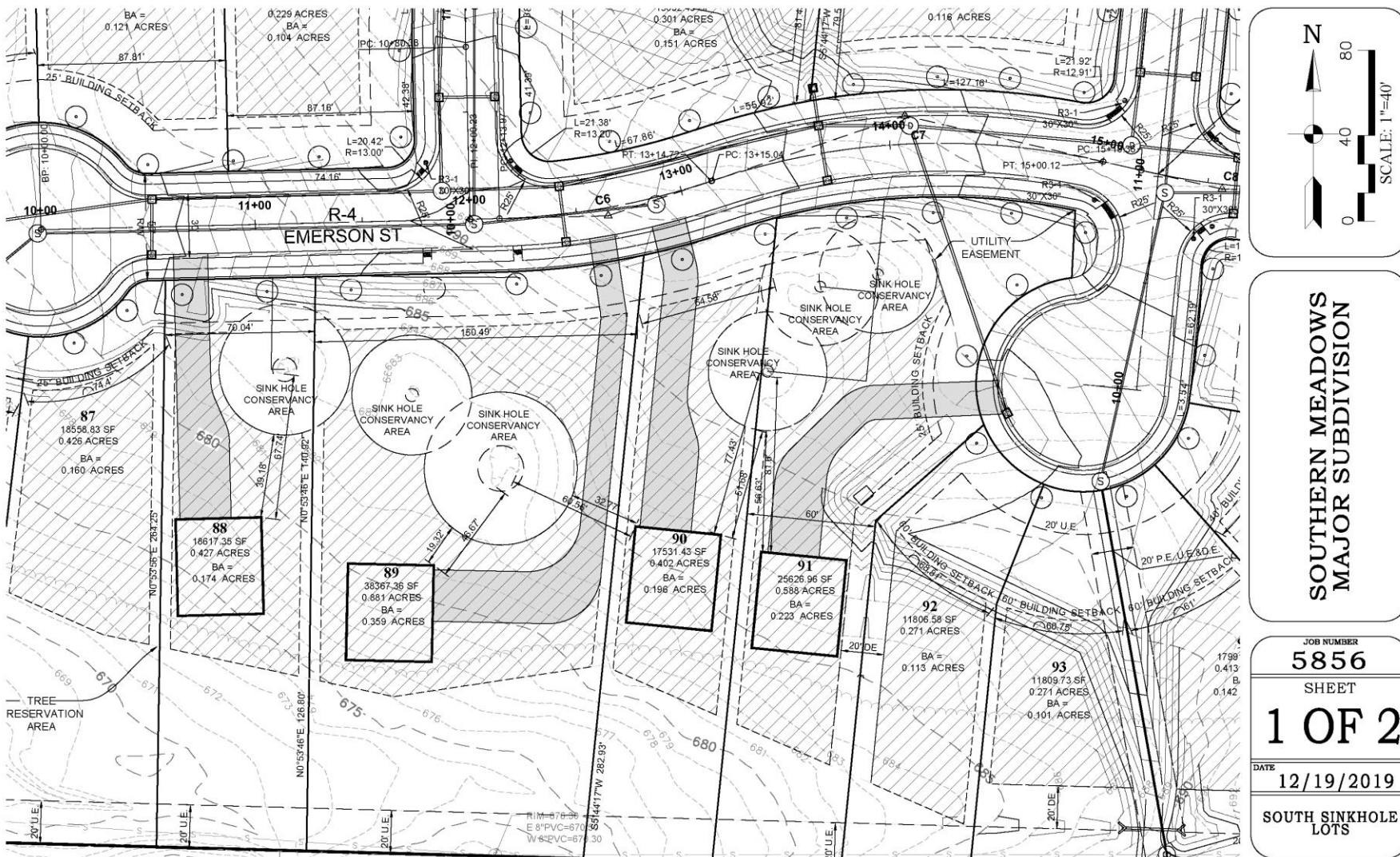
Regards,
Kendall

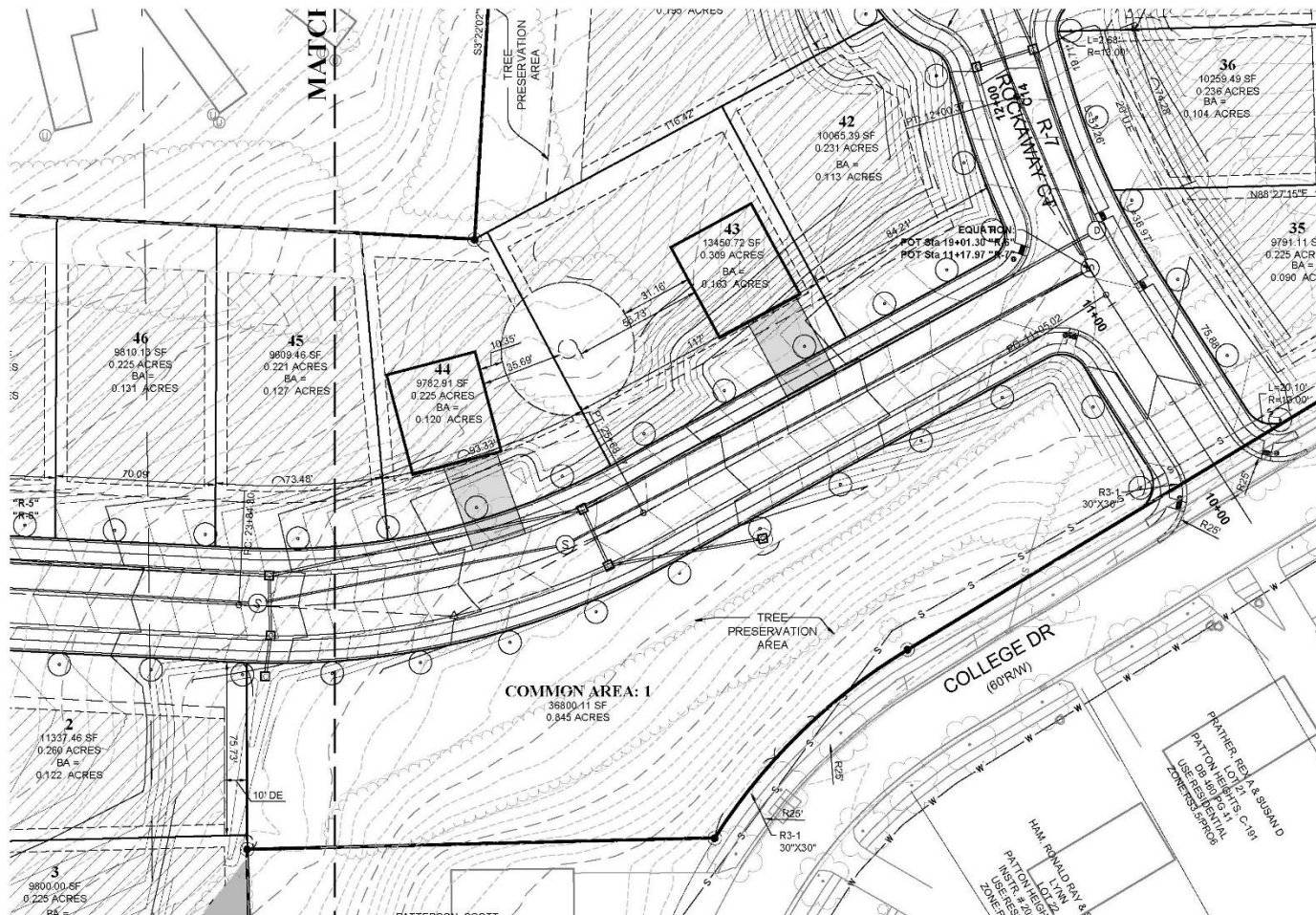
Kendall Knoke

Smith Brehob & Associates, Inc.
453 S. Clarizz Boulevard
Bloomington, IN. 47401
Office: 812-336-6536 ext. 13
E-mail: kknoke@smithbrehob.com

WARNING: This message was sent from a non-MCCSC account. Please exercise caution when clicking links or opening attachments from external sources.

EXHIBIT SEVENTEEN: Schematic of Development for Lots 88-91





**SOUTHERN MEADOWS
MAJOR SUBDIVISION**

JOB NUMBER
5856

SHEET
2 OF 2

DATE
12/19/2019

**NORTH SINKHOLE
LOTS**

EXHIBIT 18: USGS Map

