STAFF REPORT

APPLICATION NO:	PLAT-2024-03		
HEARING DATE:	December 12, 2024	NEXT HEARING DATE:	January 9, 2025
NEWSPAPER NOTICE PUBLISHED ON:	October 24, 2024	NOTICES MAILED ON:	September 26, 2024
SUBJECT:	Primary Plat		
LOCATION:	Lapel Industrial Park; East side of SR 13, 950 feet south of SR 38 & SR 13 intersection		
PETITIONER(S):	Dorsey Roscoe, CRPP, LLC		
ENGINEER/SURVEYOR:	Mike Deboy, Brent White, Deboy Land Development Services		
SUMMARY:	Commission to consider a Primary Plat for Lapel Industrial Park subdivision containing about 39 acres and proposing 4 lots and two blocks.		
WAIVERS REQUESTED:	 4 Waivers: 12.1.6 Block Size standards 12.1.6 Location of the sanitary sewer easement 12.1.6 Location of the drainage easement 12.1.2 Sidewalk installation timing 		
RECOMMENDATION:	APPROVE with a condition		
PREPARED BY:	Oksana Polhuy, Planning Administrator		
EV4 HBITO			

RECOMMENDATION:	APPROVE with a condition
PREPARED BY:	Oksana Polhuy, Planning Administrator
EXHIBITS:	Exhibit 1. Primary Plat (Revised)
	Exhibit 2. Waiver Requests
	Exhibit 3. Feasibility Report from the petitioner
	Exhibit 4. Drainage Approval
	Exhibit 5. Letters from the Utilities
	Exhibit 6. Examples of Industrial Subdivision Block Lengths

LAPEL PLAN COMMISSION Staff Report. PLAT-2024-03

PROCEDURE

What is Primary Plat?

Primary Plat is the preliminary drawings, indicating the proposed manner or layout of the subdivision to be submitted to the Plan Commission for approval. Primary Plat is the first step in the process of splitting the land into buildable lots and reserving rights-of-way, common areas and easements for public and private infrastructure, like roads, sidewalks, water/wastewater lines, community amenities, and so on. The approval of primary plat doesn't permit any construction activities yet, nor does it review the specifics of each development component (e.g., the material that the road is made off, or the depth of pipes). The goal of this stage is to ensure that the main utilities would be able to serve the development, that there is capacity to service the development, that the proposed dimensions of the right-of-way improvements, utilities and lots can work together with the utilities.

Application Process

Upon complete submittal, a Primary Plat is reviewed by the Building Inspector (or Planning Administrator), reviewed by any other agencies and applicable utilities responsible for the review, and reviewed and approved/denied by the Plan Commission in a Public Hearing. The primary plat application requires a public hearing, and it was held on October 10, 2024, and continued to the December 12, 2024, meeting. During October's meeting, a need for changes to the plat and waiver requests was found.

The applicant applied for four waivers after October's meeting (Exhibit 2). Waivers need to be reviewed in a public hearing, so the Plan Commission would need to reopen the floor to the public for the requests in the waivers.

Application Decision

Per IC 36-7-4-701 (b), Planning Commission has exclusive control over approval of plats and replats (unless delegated to staff or Plat Committee). In Lapel, the Plan Commission makes the final decision on primary plats.

In determining whether an application for approval of a primary plat of a subdivision shall be granted, the Plan Commission shall determine that the plat is in accordance with the principles and standards required in the Lapel UDO that contains the subdivision ordinance in Volume 12. Some standards from Volumes 9 (Light Industrial) and 10 (General Industrial) districts apply. This staff report summarizes the standards checked for the primary plat and whether the applicant meet them. If the applicant meets all standards, then the primary plat shall be approved.

Commitments

Per IC 36-7-4-702(c), the Plan Commission may request or allow a commitment to approving a primary plat as a condition to approving a waiver for this application. Applicant hasn't requested any waivers as of writing this report.

RECOMMENDATION

Staff recommends APPROVAL with one condition.

CORRESPONDENCE

As of this writing, staff has not received written or verbal statements regarding this project from the interested parties.

LAPEL PLAN COMMISSION Staff Report. PLAT-2024-03

PROPOSAL

The project is proposed to be called Lapel Industrial Park. It's currently comprised of two parcels and is 39.2 acres. The applicant is proposing to split the project into 4 lots and two blocks (see Exhibit 1. Primary Plat).

Zoning of the project is General Industrial and Light Industrial. The surrounding zoning districts are displayed in Figure 1.

ANALYSIS

The overarching goal of this review is to agree on the overall layout of the subdivision so that the adequate amount of space is reserved for the lots, thoroughfares, drainage, and various easements. Another goal is to ensure that this development can be adequately served by the public utilities like water and sewer.



Figure 1. Zoning of the Project and Surrounding Areas

Industrial Subdivisions Context

The context of Industrial and Commercial Subdivisions per Lapel's UDO, V 12.1.2. Administration:

"It is recognized by this Ordinance that the development of commercial and industrial subdivisions is required by the nature of the marketing of such projects to deviate from the standard procedure used for residential subdivisions.

- A. **Review Emphasis**: In reviewing commercial and industrial subdivisions, the initial emphasis of the Commission shall be on street layout and block arrangement.
- B. **Procedure:** The subdivider shall follow the procedure for Major Subdivisions provided in this Ordinance, but in terms of lot arrangement shall only be required to show two defined lots and a block layout.
 - i. The subdivider shall prepare Construction Plans and the Final Plat for only the lots identified and shall replat the approved preliminary plat as additional lots become necessary.
 - ii. All commercial and industrial preliminary plats shall expire within ten (10) years of the date of preliminary plat approval by the Plan Commission."

Utility Capacity and Other Reviews

The applicant provides detail about the capacity of the utilities and reviews from other agencies in their Feasibility Report (Exhibit 3). The drainage approval was approved from Madison County Drainage Board (Exhibit 4). Letters about capacity have been obtained from the following utilities (Exhibit 5): water, sewer, and electricity.

While the exact location of fire hydrants is to be reviewed at the next stage (Subdivision Construction Plans), staff asked the applicant to start communication with the local fire department during this application process.

Review of Subdivision Standards

The table below summarizes standards that were reviewed and staff's conclusion as to whether the standards were met.

Topic	Staff's Review Summary	Standard Met?
Lot Standards	All lots size and design standards have been met.	Yes
	The minimum lot size requirement comes from Volume 9 for the lots zoned Light Industrial and Volume 10 for the lots zoned General Industrial.	

Block Standards	The block length shall be at least 300 feet wide, but not more than 800 feet wide. Two blocks don't meet this standard.	Waiver Requested
Street Location and Arrangement Standards	The proposed development meets the standards of this section.	Yes
Street	Most street geometric designs have been met except for the street curve radii.	No
Geometric Standards	The street curve minimum radii of 30 feet (24 feet provided) at the entrance of Hardscrabble Way onto CR S 875 W and minimum of 35 feet (24 feet provided) at the entrance of Hardscrabble Way onto State Road 13 hasn't been met.	
Curb & Gutter Standards	Min 2 feet required; 1.5 feet (18 inches) width provided.	Yes
Sidewalk Standards	The sidewalks meet the standards.	Yes
Easements	The standards are met; and a waiver for the drainage easement location was requested.	Waiver requested
Drainage standards	Madison County Drainage Board approved this plat on August 28, 2024 (see Exhibit 4).	Yes
Sewer facilities	The applicant shows sewer facilities within the front yard's sewer easement (20 feet deep on the plat). However, Lapel's ordinance requires sewer easements to be in the ROW.	Waiver requested
	The applicant provided a draft agreement with Fall Creek Sewer Waste District showing that the agency is ready to provide capacity to the development.	
Water facilities	The applicant is showing water easement along the front yards of the lots that are 20 feet deep (minimum 15 feet is required). The location and size of the easement meets Lapel's ordinance.	Yes
	Citizens provided a water capacity letter to the applicant (Exhibit 5).	
Other utilities	A general utility easement for other utilities like electricity, cable, gas is marked on the plans.	Yes
Street lighting	The applicant showed a preliminary location of the lights along all local streets inside of the subdivision with some light located close enough to the intersections to meet the minimum standards.	Yes
	Note: More detailed review of the street light design shall be reviewed at the Subdivision Construction Plan review stage.	
Street trees	The applicant showed a preliminary landscape plan with street trees provided along all street frontages.	Yes
	Note: At this stage, the exact species won't be reviewed. This level of detail shall be provided and reviewed at the Subdivision Construction Plan review stage.	
Landscape buffer	The displayed buffer meets the zoning and subdivision standards.	Yes
Subdivision and	The subdivision name meets the standards.	Yes
Street Name Standards	The similar names of the proposed new streets haven't been changed: Hardscrabble Way, Hardscrabble Lane, and Hardscrabble Drive.	

Public Sites and Open Space Standards	Not applicable	n/a
Covenants Standards	The applicant provided the basic covenants required by Lapel's UDO.	Yes
Flood Hazard Area Standards	Not applicable	n/a

WAIVER REQUESTS

The applicant requested waivers to four (4) standards and provided reasoning for the requests (Exhibit 2):

Review Considerations

State statute (IC 36-7-4702(c) gives Plan Commissions power to grant waivers to the *Subdivision Control* Ordinance standards only (in Lapel, they are in the UDO Section 12.1).

Per Lapel's UDO, V 12.1.2 Administration, Waivers of Subdivision Regulations, Plan Commission shall consider the following criteria while reviewing every waiver:

- i. The granting of the waiver will not be detrimental to the public safety, health, or welfare.
- ii. The granting of the waiver will not be injurious to the reasonable use and development of other property.
- iii. The conditions upon which the request for waiver is based are unique to the property for which it is sought and are not applicable generally to other property.
- iv. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a hardship to the owner would result if the strict letter of these regulations were carried out.
- v. The waiver will not contradict the intent of the Lapel Zoning Ordinance or Comprehensive Plan.

Staff's Analysis and Findings

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WAIVER NAME:	BLOCK SIZE	
UDO SECTION:	V 12.1.6, Block Standards, C.	
REQUEST:	The maximum permitted block size is 800 feet. The request is to increase it to at least 1,220 feet.	
ANALYSIS:	Block length is typically measured between two streets.	
	Most cities and towns do not limit the block size of the <i>industrial</i> developments (e.g., Noblesville, Greenfield, Plainfield, Avon, Fishers). If they specify a maximum block length, it's typically only for <i>residential</i> blocks to ensure that the rows of houses are regularly broken down to provide regular sidewalk connections for better walkability (e.g., Noblesville, Avon, Fishers, Carmel).	
	Some numbers for context:	
	Maximum block length for commercial subdivisions in Carmel: 2,640 feet (1/2 mile).	
	• <i>Minimum</i> block length along arterial/collector street in Noblesville (no matter what the use is): 1,000 feet.	
	Industrial developments vary in size. Some warehouses these days are longer than 800 feet, let alone the block sizes (a super large warehouse in Mt. Comfort by an airport is 48 acres and over 3,000 feet in length!). Exhibit 6 shows some examples of the length of some portions of industrial-	

commercial subdivisions north of Hamilton Town Center in Noblesville. Also, it shows an example of a *building* wider than 2,000 feet (SMC building in Noblesville).

Lapel's UDO doesn't differentiate between the block sizes for different development contexts: single-family residential, multi-family residential, commercial, mixed-use, industrial. Staff believes that this is an unintended error in the UDO and could be ameliorated by adding the word "residential" to the block length requirement.

FINDINGS:

Staff recommends **APPROVAL** of this waiver and finds that it is suitable for an industrial development to have a larger block length than for a residential development based on the common land use regulations practice and regular industrial development patterns. Staff finds that it meets all five waiver criteria.

UDO SECTION:	V 12.1.6, Easement Standards, A.ii. Sanitary Sewer Easements
REQUEST:	"The provision of sanitary sewer service shall be accomplished in the right-of-way." The request is to approve its location to be on the lots instead.
ANALYSIS:	Fall Creek Regional Waste District has jurisdiction over sanitary sewer improvements in the portion of Lapel's planning jurisdiction south of County Road W 500 S.
	Staff confirmed with Fall Creek Regional Waste District that has sanitary sewer infrastructure in this area that the agency prefers to have a separate dedicated sewer easement on the private lot land instead of the right-of-way and requested the applicant to place it there. It would allow the agency to complete repairs without having to tear up the roads (which is what other places may do). The easement is also dedicated only to the sewer, so that no other utilities would be placed there.
FINDINGS:	Staff recommends APPROVAL of this waiver and finds that it meets all five waiver criteria.

WAIVER NAME: LOCATION OF THE DRAINAGE EASEMENT

UDO SECTION:	V 12.1.6, Easement Standards, B. Drainage Easements
REQUEST:	The drainage easements are to be shown on the lots and provide a continuous drainage easement across all the lots and to be generally located along the rear, side, and front property lines of the lots. The request is to approve the location of some drainage infrastructure in the right-of-way.
ANALYSIS:	Madison County Drainage Board reviewed and approved this design, so it meets their drainage standards. Madison County has the jurisdiction to review new developments in Lapel's planning jurisdiction.
	Staff isn't sure how to reconcile the existence of drainage standards in Lapel's UDO and Madison County's authority.
FINDINGS:	Staff doesn't have the legal expertise or knowledge on how to proceed when it comes to reconciling existence of drainage standards for subdivisions in Lapel's UDO, while Madison County has the jurisdiction to review and approve the drainage plans according to their standards.
	However, since Madison County Drainage Board does have the power to review and approve drainage plans, staff thinks that the Plan Commission may rely on their review of this petition.
	Staff recommends APPROVAL of this waiver.

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WAIVER NAME: SIDEWALK INSTALLATION TIMING

UDO SECTION: V 12.1.2, Permits and Inspections B. ii.

REQUEST:

Lapel's UDO allows sidewalk installation in front of the individual lots when the specific lot is developed. "However, three (3) years from the date of the approval of the Final Plat by the Town Council, the petitioner is responsible for installing all sidewalks and/or trees shown on the Final Plat, whether all lots in the development are built upon or not."

The request is to allow installation of the sidewalks in front of the lots as they develop beyond the three-year limit. This request applies only to the sidewalks contained inside of the subdivision in front of the individual lots and blocks, not for the sidewalks along SR 13 or S County Road 875 W.

ANALYSIS:

Lapel's UDO recognizes that the industrial and commercial subdivisions should be reviewed differently from the residential subdivisions in its focus on the street and block layout due to the nature of the commercial/industrial market in which the demand for the lots may appear much later than the approval of the primary plat.

Due to that, it would be in line with this general review emphasis to allow sidewalk construction along the individual lots after the blocks are broken into lots and lots are developed.

This standard of having a time limit has a good intent: creating a connected sidewalk network in the entire subdivision no matter whether the lots are developed or not. It's very good for places that benefit from walkability like residential neighborhoods or mixed-use neighborhoods (residential and commercial uses). It may benefit places that try to connect workplaces with places of living by creating an uninterrupted sidewalk network to reach the workplace on foot (or bicycle).

However, in general, staff hasn't observed among other subdivision ordinances a similar rule when it comes to the limit on years that the sidewalks should be installed. One way that other jurisdictions ensure installation of public improvements is through a performance bond: the developer posts that bond, and the bond is not released until all public improvements covered by the bond are finished.

Lapel's UDO has a requirement about posting a performance bond, so this tool could be used to ensure sidewalk construction in the future.

FINDINGS:

Staff recommends APPROVAL of this waiver and finds that it meets all five criteria.

LAPEL PLAN COMMISSION Staff Report. PLAT-2024-03

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the Preliminary Plat petition (PLAT-2024-03) and four waiver requests based on the findings outlined in this staff report and with the following condition(s):

1. At the time of submitting Subdivision Construction Plans, the petitioner will revise street curve radii to meet Lapel's UDO subdivision standards.

MOTION OPTIONS

Here are examples of motions that can be made after reviewing the application, holding a public hearing, and talking to the applicant. One can choose options of things to include in the motion from the text that is in brackets.

A separate motion can be made per every waiver for clarity if needed.

- 1. Motion to approve Lapel Industrial Preliminary Plat as per submitted application PLAT-2024-03
 - a. [together with all four waivers]
 - b. [based upon the findings of fact [listed by the applicant], and/or [presented by staff], and/or [any other findings of fact added during the PC discussion]
 - c. [with specific conditions [proposed by staff], [and/or proposed by the PC].
- 2. Motion to *deny* Lapel Industrial Preliminary Plat as per submitted application PLAT-2024-03. (List reasons)
- 3. Motion to *continue* the review of the application PLAT-2024-03 until the next regular meeting on January 9, 2025, because... (list reasons).



EXHIBIT 1. REVISED PRIMARY PLAT

PRIMARY PLAT FOR:

Designers Engineers SurveyorsP.O. BOX 25, Noblesville, IN 46061

Phone: 317.770.1801

DETAIL SPECIFICATIONS ORDER OF PREFERENCE

COUNTY STANDARD DRAWINGS AND SPECIFICATIONS. 4. I.N.D.O.T. STANDARD DRAWINGS AND SPECIFICATIONS 5. TEN STATE STANDARDS

6. SITE ENGINEER'S STANDARD DRAWINGS AND SPECIFICATIONS. 7. ANY OTHER APPLICABLE STANDARD DRAWINGS AND SPECIFICATIONS.

NOTICE, PERMITS AND NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING OR VERIFYING THAT ALL PERMITS AND APPROVALS AREA OBTAINED FROM THE RESPECTIVE CITY, COUNTY, AND STATE AGENCIES PRIOR TO STARTING ANY CONSTRUCTION.
- 2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES IN THE VICINITY OF THE CONSTRUCTION AREA PRIOR TO STARTING ANY
- 3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY FOR NOTIFICATION AND COORDINATE OF ALL CONSTRUCTION FOR THE RESPECTIVE UTILITY COMPANIES, PRIOR TO STARTING ANY
- 4. ALL CONSTRUCTION ACTIVITY ON THIS SITE SHALL BE PERFORMED IN COMPLIANCE WITH APPLICABLE O.S.H.A. STANDARDS FOR
- WORKER SAFETY.

 5. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING THE MOST UPDATED SET OF CONSTRUCTION PLANS PRIOR OF COMMENCING CONSTRUCTION.
- 6. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING, AS-BUILT INFORMATION TO THE ENGINEERING/ SURVEYING COMPANY UPON COMPLETION OF CONSTRUCTION.

IS THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO ACQUIRE ALL EASEMENTS AND APPROVALS REQUIRED FOR THE CONSTRUCTION OF

ANY ALTERATIONS TO THESE PLANS NOT AUTHORIZED BY DEBOY LAND DEVELOPMENT SERVICES AND NOT IN ACCORDANCE WITH THE PLANS AND RECORDS ON FILE AT THE DEBOY OFFICE SHALL RELIEVE DEBOY LAND DEVELOPMENT SERVICES OF RESPONSIBILITY FOR OVERALL ACCURACY OF

UTILITIES CONTACT LIST

INDOT - GREENFIELD DISTRICT

32 SOUTH BROADWAY GREENFIELD, IN 46140 855-INDOT4U

EASTCENTRALIN@INDOT.IN.GOV CITIZENS ENERGY GROUP

2150 DR. MARTIN LUTHER KING JR. ST. INDIANAPOLIS, IN 46202

OPERATION CENTER: 317-515-4419

FALL CREEK REGIONAL WASTE DISTRICT

9378 S CR 650 W

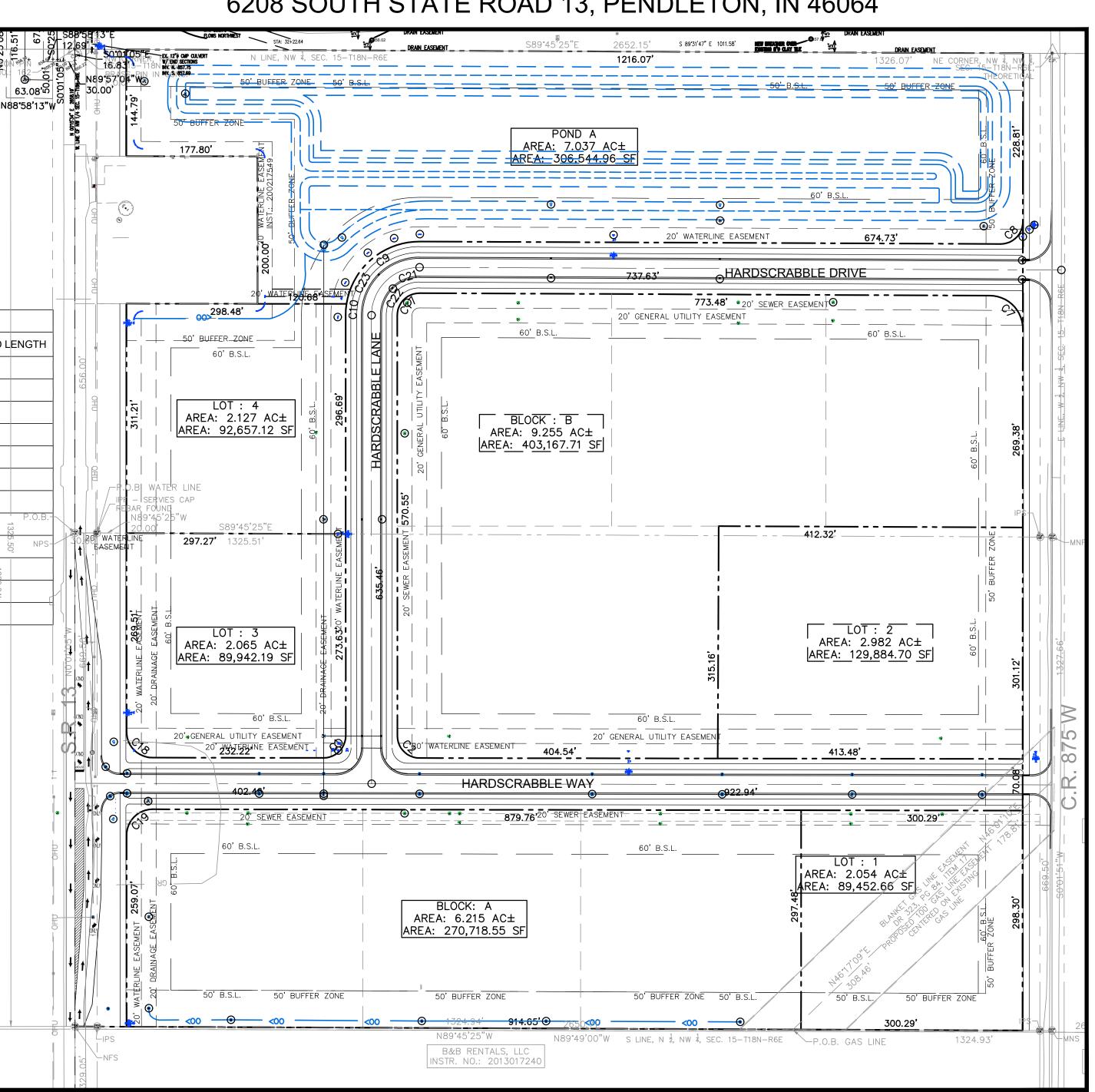
PENDLETON, INDIANA 46064 PHONE: 765-778-7544 TOLL: 866-778-7544

TOWN OF LAPEL

P.O. BOX 999 825 N MAIN STREET LAPEL, IN 46051-0999

LAPEL INDUSTRIAL PARK

6208 SOUTH STATE ROAD 13, PENDLETON, IN 46064

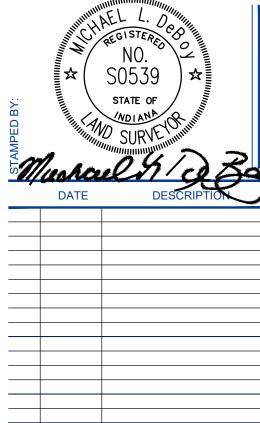


PROPOSED SITE NORTH NOT TO SCALE

Sheet List Table

P1 OF 6 PRIMARY PLAT COVER SHEET P2 OF 6 PRIMARY PLAT PRIMARY PLAT P4 OF 6 PRIMARY PLAT LIGHTING LANDSCAPE SIGNAGE P5 OF 6 PRIMARY PLAT CERTIFICATIONS P6 OF 6 PRIMARY PLAT CERTIFICATIONS





BENCHMARK INFORMATION

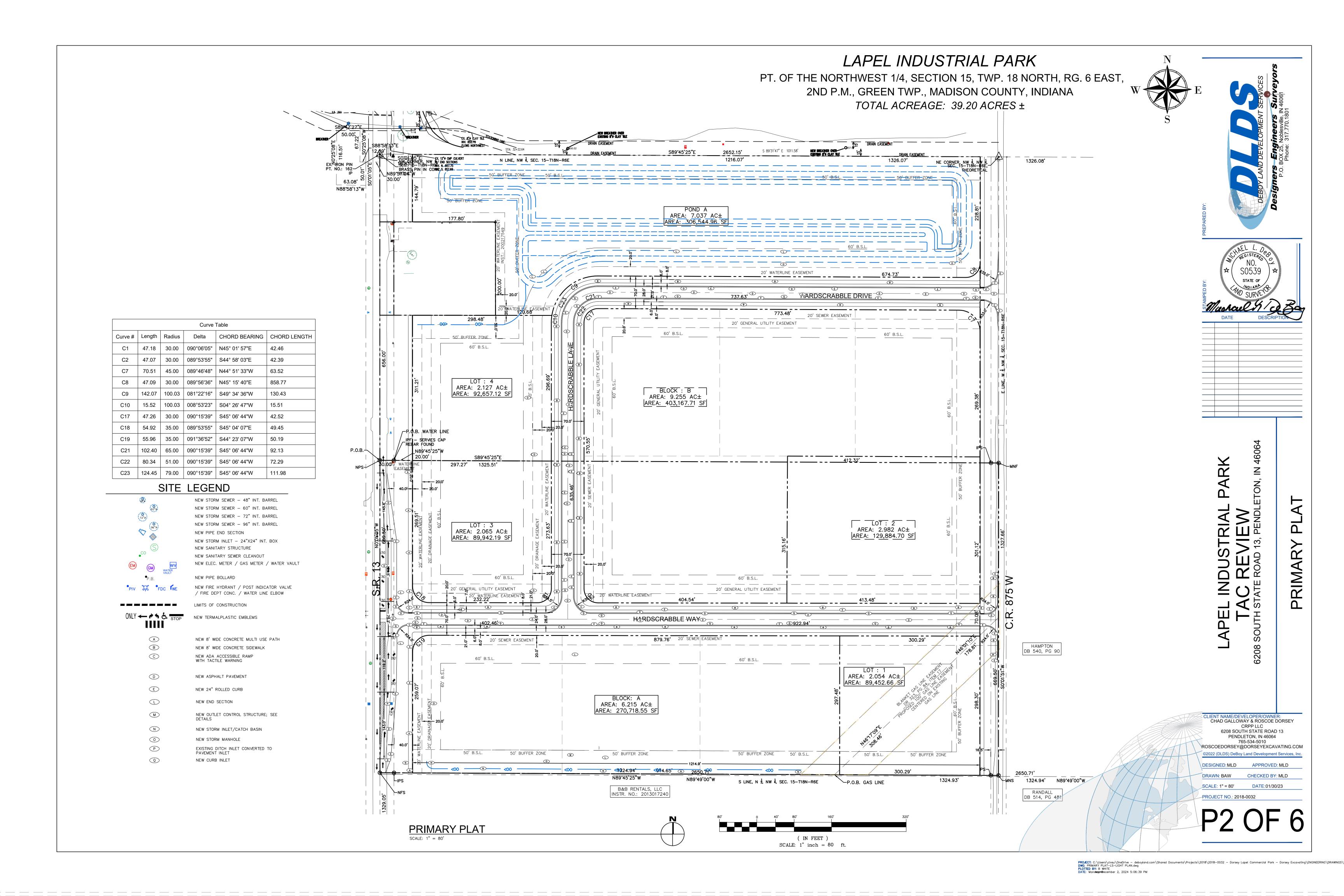
TEMPORARY BENCHMARK (TBM) IS LOCATED:

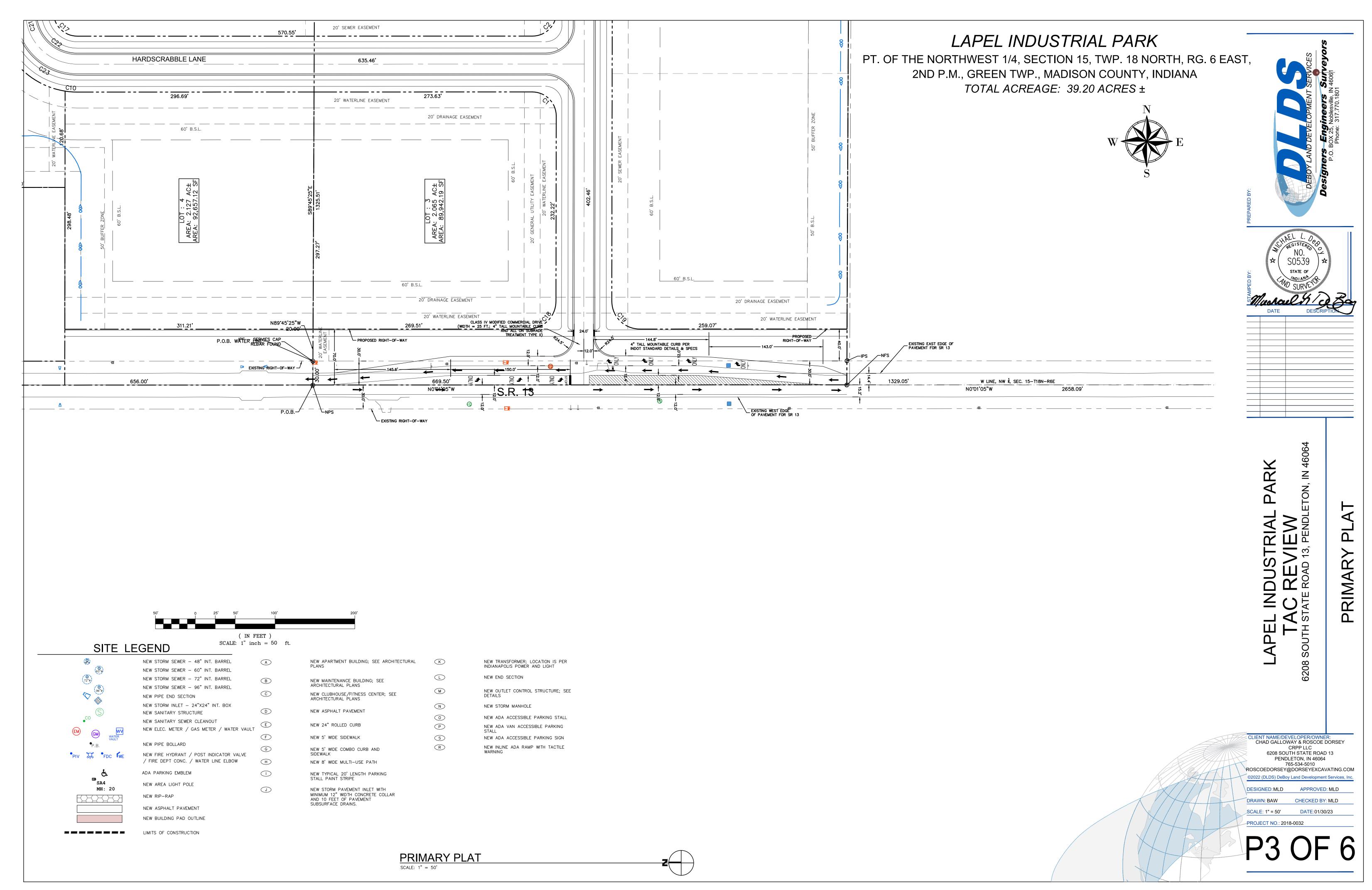
USGS BENCHMARK:

THIS PROJECT WILL CONSTRUCT THE INFRASTRUCTURE FOR AN INDUSTRIAL PARK, FILL MATERIAL FOR THE INDIVIDUAL LOTS, DETENTION FACILITY, STORM SEWERS, SANITARY SEWERS, WATERLINES, AND STREET IMPROVEMENTS.

CLIENT NAME/DEVELOPER/OWNER: CHAD GALLOWAY & ROSCOE DORSEY 6208 SOUTH STATE ROAD 13 PENDLETON, IN 46064 765-534-5010 ROSCOEDORSEY@DORSEYEXCAVATING.COM ©2022 (DLDS) DeBoy Land Development Services, Inc

APPROVED: MLD CHECKED BY: MLD SCALE: NTS DATE:01/30/23





PROJECT: C: \Users\civsu\OneDrive — deboyland.com\Shared Documents\Projects\2018\2018—0032 — Dorsey Lapel Commercial Park — Dorsey Excavating\ENGINEERING\DRAWINGS\DWG: PRIMARY PLAT—LS—LIGHT PLAN.dwg
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LAPEL INDUSTRIAL PARK PT. OF THE NORTHWEST 1/4, SECTION 15, TWP. 18 NORTH, RG. 6 EAST, 2ND P.M., GREEN TWP., MADISON COUNTY, INDIANA TOTAL ACREAGE: 39.20 ACRES ± LANDSCAPE LEGEND N.P. = 852.00 2 YR H.W. = 853.48 NEW SHADE TREE; SEE LS101 FOR TYPE / COUNT 10 YR H.W. = 854.77 50' BUFFER ZONE ---NEW ORNAMENTAL TREE; SEE LS101 FOR TYPE / COUNT NEW CONIFEROUS TREE; SEE LS101 FOR TYPE / COUNT NEW LARGE SHRUB; SEE LS101 FOR TYPE / COUNT NEW SMALL SHRUB; SEE LS101 FOR TYPE / COUNT NEW PLANT SYMBOL; SEE SHEET LS102 NEW PLANT COUNT NUMBER AREA LIGHT / LIGHT BOLLARD NEW TERMALPLASTIC EMBLEMS (WHITE COLORING UNLESS STATED OTHERWISE ON PLAN) 20' GENERAL UTILITY EASEMENT NEW STREET SIGN / SPEED LIMIT SIGN / STOP SIGN / ACCESSIBLE PARKING SIGN LOT : 4 AREA: 2.127 AC± AREA: 92,657.12 SF BLOCK : B AREA: 9.255 AC± AREA: 403,167.71 SF MINIMUM BLDG F.F.E.: 866.70 MINIMUM BLDG LOT: 2 AREA: 2.982 AC± AREA: 129,884.70 SF F.F.E.: 866.70 AREA: 2.065 AC± AREA: 89,942.19 SF GENERAL UTILITY EASEMENT HAMPTON DB 540, PG 90 60' B.S.L. MINIMUM BLDG LOT: FI.F.E.: 866 70 AREA: 2.054 AC± AREA: 89,452.66 SF MINIMUM BLDG F.F.E.: 866.70 MINIMUM BLDG F.F.E.: 866.70 BLOCK: A AREA: 6.215 AC± AREA: 270,718.55 SF CLIENT NAME/DEVELOPER/OWNER: CHAD GALLOWAY & ROSCOE DORSEY 6208 SOUTH STATE ROAD 13 PENDLETON, IN 46064 765-534-5010 ROSCOEDORSEY@DORSEYEXCAVATING.COM 50' BUFFER ZONE 50' BUFFER ZONE 50' BUFFER ZONE 50' B.S.L. ©2022 (DLDS) DeBoy Land Development Services, Inc DESIGNED: MLD APPROVED: MLD DRAWN: BAW CHECKED BY: MLD 1324.94' N89°49'00"W STR-607---S LINE, N 2, NW 4, SEC. 15-T18N-R6E 1324.93 P.O.B. GAS LINE SCALE: 1" = 80' DATE:01/30/23 B&B RENTALS, LLC INSTR. NO.: 2013017240 RANDALL DB 514, PG 481 PROJECT NO.: 2018-0032 PRIMARY PLAT LIGHTING LANDSCAPE SIGNAGE SCALE: 1" = 80' (IN FEET) SCALE: 1" inch = 80 ft.

PLAT CERTIFICATES AND DEEDS OF DEDICATION

Surveyor's Certificate

I, Michael L. DeBoy, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana:

That this plat correctly represents a survey completed by me on June 22, 2021 and August 23, 2023, that all the monuments shown thereon actually exist or bond has been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

(Name)	
(SEAL/STAMP)	

Engineer's Certificate

, hereby certify that I am a Registered Professional Engineer or Land Surveyor, as the case may be, licensed in compliance with the laws of the State of Indiana, and that I have inspected during their construction and installation all improvements and installations required for this subdivision, designated and that such required improvements and installations have been made and installed according to the specifications heretofore approved therefore.

(Name)

(SEAL/STAMP)

Plan Commission Certificate

Under authority provided by IC 36-7, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town Council of the Town of Lapel, Madison County, Indiana, this plat was given approval by the Lapel Advisory Plan Commission on the _____ day of

Signature:	Signature:
Printed:	Printed:
President	Secretary

Approval and Acceptance of Dedication by the Lapel Town Council

This plat and the acceptance of any public rights-of-way dedicated herein is hereby approved on the _____ day of , 20 , by the Town Council of the Town of Lapel, Indiana.

Signature:	Signature:
Printed:	Printed:
President	Clerk/Treasurer

Planning and Zoning Certificate

, Zoning Administrator/Building Inspector for the Town of Lapel, hereby certify that the application for approval of this plat meets all of the minimum requirements set forth in the Comprehensive Plan of Lapel, Indiana such other applications requirements contained in the Unified Development Ordinance of the Town of Lapel, August 20, 2015, as amended.

Signature:_	
Printed: _	
	Zoning Administrator/Building Inspector

Deed of Dedication Statement

I (we), the undersigned, certify that I (we) are the owner(s) of the real estate shown and described herein; and do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat, and subdivide said real estate in accordance with the herein plat.

This subdivision shall be known and designated as (Lapel Industrial Park), an addition to Lapel, Indiana. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public.

EASEMENTS. There are strips of ground shown on this plat and marked "Easement," granted and dedicated and reserved for the mutual use and accommodation of the Town of Lapel and/or any granted public or private utilities, including: water lines, wastewater lines, storm drainage and stormwater lines, gas lines, communication facilities, utility poles, electrical power lines, equipment, cabinets, closures, manholes, conduit, cables, lines, and appurtenances. All grantees shall have the right to remove and keep removed all or part of any structure, building, fence, tree, shrub or other improvement, growth, or obstruction which may in any way endanger or interfere with the construction, maintenance, operation or efficiency of the respective utility in, on, or under said easement strips. The Town of Lapel and all granted public utilities shall at all times have the full right of ingress and egress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of the respective systems without the necessity at any time of procuring the permission of anyone.

SIGHT VISIBILITY. No fence, wall, hedge, tree or shrub which obstructs sight lines between 3 and 8 feet above the grade of the adjacent road shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points along the street rights-of-way

- 1. 35 feet from their intersection for road classified as arterial by the Thoroughfare Plan or Functional
- 2. 30 feet for roads classified as collectors by the Thoroughfare Plan or Functional Classification Map,
- 3. 15 feet for roads classified as local by the Thoroughfare Plan or Functional Classification Map, and

4. Ten (10) feet for all private driveways.

UTILITY EASEMENT. No permanent structure shall be placed within a utility easement. This shall include fencing or any other screening material, accessory structures, or any other item which may prohibit access to a utility or easement holder. If a permanent structure is placed within a utility easement, it may be removed or accessed as necessary by any affected easement holder or utility without cost to that holder or utility.

DRAINAGE EASEMENTS. This subdivision is subject to all drainage system design and construction standards of the Lapel Subdivision Control Ordinance, which provides for the repair and maintenance of the system, including the assessment of owners of lots to maintain swales and participate in the cost of the maintenance of legal drains. All drainage easements shall run to the Madison County Drainage Board.

DRIVEWAY. No driveway shall be located within 40 feet of the intersection of two street right-of-way lines.

(Additional dedications and protective covenants, or private restrictions can be inserted here upon the subdivider's initiative or the recommendations of the Commission.)

DECLARATION OF COVENANTS AND RESTRICTIONS

LAPEL INDUSTRIAL PARK

This Declaration of Covenants and Restrictions of Lapel Industrial Park ("Declaration") is made as of the _____ day of ______, 2024 by CRPP, LLC, an Indiana limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant, owns the real estate located in Madison County, Indiana, described in Exhibit A ("Plat") in the office of the Recorder of and depicted on the Plat recorded as Instrument No. Madison County, Indiana ("Tract"); and upon which Declarant, intends, but is not obligated, to develop an industrial subdivision to be known as Lapel Industrial Park;

AND WHEREAS, Declarant deems it necessary to create a committee to which may be delegated and assigned the powers of administering and maintaining common areas, if any, administering and enforcing this Declaration of Covenants and Restrictions, and collecting and disbursing any assessments and/or charges as hereinafter created:

NOW, THEREFORE, Declarant hereby executes this Declaration and declares that all of the Industrial Lots (as hereinafter defined) and lands in the Tract, as they are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved, are subject to the following covenants and restrictions, all of which are declared to be in furtherance of a plan for the improvement, sale and maintenance of the Industrial Lots in the Tract. The Restrictions (as hereinafter defined) shall run with the land and shall be binding upon Declarant, its successors and assigns, and upon any and all Owners (as hereinafter defined) of Industrial Lots in the Tract, their successors and assigns, and shall inure to the benefit of Declarant, its successors and assigns, and any and all Owners of Industrial Lots in the Tract, their successors and assigns.

Definitions. The following terms as used in this Declaration shall mean the following:

- A. **Restrictions**. "Restrictions" means the covenants, conditions, easements, reservations, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration of Covenants and Restrictions, as the same may from time to time be amended.
- B. **Owner**. "Owner" means a person, including Declarant, who has or is acquiring any interest in an Industrial Lot, or any part or parts thereof, including without limitation a leasehold interest, except a person who has or is acquiring an interest merely as security for the performance of an obligation. For purposes of this definition, "person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.
- C. Industrial Lot. "Industrial Lot" means a platted lot as shown on the final secondary plat of the Tract as recorded on __, 20__ as Instrument No. ______ in the Office of the Recorder of Madison County.
- Declaration. Declarant hereby expressly declares that the Tract shall be held, transferred, and occupied subject to the Restrictions set forth herein. The Owner of any Industrial Lot, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Industrial Lot, or (ii) by the act of occupancy of any Industrial Lot, shall accept such deed and execute such contract subject to each Restriction herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and the Committee (as established in Section 3 hereof) with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Committee, and the Owners and subsequent Owners of each of the Industrial Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions.

3. Committee

- A. **Establishment.** Upon execution and recording of the Restrictions, Declarant hereby establishes a committee ("Committee") consisting of three (3) members for the purposes of delegating to said Committee the administration and maintenance of Common Areas (as established in Section 19 hereof), if any, administering and enforcing these Restrictions, and collecting and disbursing any assessments and/or charges as hereinafter created.
- B. **Powers.** The Committee shall have such powers as are set forth herein and as Declarant may from time to time delegate to the Committee.
- C. Members. Declarant hereby appoints Roscoe Dorsey, Chad Galloway and original members of the Committee. Committee members shall serve at the convenience of Declarant which may remove and replace committee members at will.
- D. **Voting.** Any and all decisions, actions and approvals of the Committee as provided herein shall be made by a full vote of two (2) of the three (3) members.
- E. Governmental Approvals. All applicable requirements of federal, state and local governmental agencies ("Governmental Approvals") must be adhered to in the development of each Industrial Lot. To the extent that these Restrictions are more restrictive in land use, site development standards, landscape requirements, or other enumerated standards, the more restrictive requirements set forth in these Restrictions will govern. Each Owner is responsible for obtaining all Governmental Approvals and the Committee has no power to change or modify Governmental Approvals applicable to an Industrial
- 4. **Land Use**. The Tract is zoned for purposes allowed in the respective Light Industrial and General Industrial classifications of the Town of Lapel Unified Development Code, as amended from time to time ("Code"). Industrial Lots may be used for the purposes allowed under the Code.

Architectural Review.

A. **Purpose**. The Committee shall regulate the external design, appearance, use, location and

maintenance of the Tract and each Industrial Lot, and improvements thereon, in such manner as to preserve and maintain a level of a high-quality industrial development that is compatible with neighboring development and the natural surroundings.

- B. Approval Required. Except as otherwise expressly provided herein, no original or subsequent improvements, construction or installation, alterations, excavations, or other work that in any way alters any Industrial Lot or the exterior of the improvements located thereon by any Owner other than Declarant shall be made or done without the prior written approval by the Committee. No prior approval of interior improvements or interior alterations of a building following original construction shall be required.
- C. **Preclusive Effect.** Approval of a Lot Development Plan (as defined in Section 6.A. hereof) for an Industrial Lot by the Committee shall be deemed approval by all Owners in the Tract and shall preclude any and all suits brought by an Owner to enforce the design and Lot Development Plan requirements established in Section 6 hereof, provided however, that all improvements, construction, installation, alterations, excavations, landscaping or other work is conducted in accordance with the approved Lot Development Plan for such Industrial Lot.
- D. Submittal. Prior to the commencement by any Owner other than Declarant of (i) the construction, erection, excavation for, or alteration of any improvement, including without limitation any building, fence, wall, outbuilding, signage, driveway, service or parking area, or other structure, on a Industrial Lot, or (ii) any grading, plantings or landscaping on an Industrial Lot, the Owner shall submit to the Committee a Lot Development Plan with respect thereto, and no such construction, erection, excavation, alteration, paving or landscaping activities shall be commenced by any Owner or agents thereof, other than Declarant, without the prior written approval of the Committee of a Lot Development Plan relating to such activities. Committee approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over the Tract, and no Owner or agents thereof shall undertake any construction activity within the Tract unless all legal requirements have been satisfied.
- **Procedures.** A Lot Development Plan shall be submitted for review to the Committee at least thirty (30) days prior to the submission of an application for an improvement location permit with the local municipality or county authority with jurisdiction over Lapel Industrial Park. In the event that the Committee fails to approve, modify or disapprove in writing a Lot Development Plan within thirty (30) days after such Lot Development Plan has been duly filed with the Committee, approval will be deemed denied.

F.Application of Guidelines. The Committee shall apply the standards and guidelines established in these Restrictions in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. Each Lot Development Plan will be reviewed for quality of design and building materials, the Lot Development Plan's effect and impact on neighboring development and the general surroundings, and an evaluation will be made of the spatial relationships among and between proposed and any existing buildings and other surrounding elements. The location and treatment of utility and service facilities will be reviewed with the intent of minimizing detrimental visual impacts. Ingress and egress may be limited to permit efficient flow of traffic on abutting streets.

- G. Variance. The Committee reserves the right to grant a design variance from any guideline or standard set forth in the Restrictions upon a finding that the design variance, if approved, would be compatible with the neighboring development and the natural surroundings. All variance requests shall be reviewed on a case-by-case basis, and the granting of a variance by the Committee shall not have a precedential effect for purposes of further development, nor be considered an acquiescence on behalf of the Committee or Owners of a non-conforming use or condition. The granting of a design variance by the Committee in no way impacts whether the proposed design is compliant with the Code and the Owner shall be responsible at all times for compliance with all architectural standards under the Code.
- H. Non-Liability of Committee. The members of the Committee shall exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner of an Industrial Lot shall be conclusively presumed to have consented to the exercise of discretion by such members, including without limitation the approval or disapproval of a variance of use pursuant to Section 4(C), the approval or disapproval of a Lot Development Plan pursuant to Section 5(B) and the approval or disapproval of a variance request submitted in accordance with Section 5(G) hereof. In no event shall such approval, disapproval or similar action taken by the Committee be deemed arbitrary, capricious or an abuse of discretion. Neither the Committee, nor any member thereof, nor Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

I. Inspection. Members of the Committee or the Committee's designee may inspect work being performed to assure compliance with these Restrictions. Exercise of the power to inspect shall not create any duty in or liability of the Committee for the condition of or safety on the job site.

6. Lot Development Plan.

- **Components.** A comprehensive development plan consisting of the following components: (i) a site plan, (ii) a building design plan, (iii) a landscaping plan, (iv) a signage plan, (v) a utility plan, and (vi) a drainage plan (collectively known as the "Lot Development Plan"), must be submitted to the Committee for preliminary and final approval.
- B. Preliminary Review and Approval. Preliminary review will focus upon overall quality and compatibility of the proposed development with neighboring development and the natural surroundings. The following material must be submitted to the Committee for preliminary review and approval:
- 1. Site Plan. Demonstrating compliance with the guidelines and standards provided in Section 7 herein, and showing:
- 1. site location
- 2. site survey
- 3. building location, orientation, overall dimensions and height
- 4. building setbacks
- 6. landscape areas
- 7. exterior lighting
- 8. proposed easements
- 9. site drainage
- 10. grades, existing and proposed

5. vehicular and pedestrian circulation

- 11. amount and location of employee and guest parking
- 12. truck loading and service areas
- 2. Building Design Plan. Demonstrating compliance with the guidelines and standards of Section 8 herein, and showing:
- 1. elevations, in color or with color samples
- 2. perspective rendering (optional)

3. building materials

3. Landscape Design Plan. Demonstrating compliance with the guidelines and standards of Section 9 herein, and showing:

1. quality of proposed materials

location

3. caliper of proposed trees at three feet above ground level

4. identification of tree/shrub species

4. Signage Plan. Demonstrating compliance with the guidelines and standards of Section 10 herein, and showing:

1. location

2. dimensions

lighting

5. Utility Plan. Demonstrating compliance with the guidelines and standards of Section 11 herein, and showing:

1. connections to existing utility lines

2. proposed utility easements

6. Drainage Plan. Demonstrating compliance with the guidelines and standards of Section 12 herein, and

1. internal storm sewers

2. water retention lakes, if needed

3. proposed drainage easements, if any

Final Approval. After preliminary approval, yet prior to the commencement of any construction as provided in Section 5, the Committee shall review the final drafts of the plans submitted for preliminary approval, and any modifications thereof, and any and all engineering and architectural drawings and specifications, including without limitation, foundation plans and floor plans, and any and all landscape working drawings and specifications. The Committee may also require samples of all exterior building materials for review, and a sample panel of exterior materials may be required. No construction shall be undertaken by any Owner without final Committee approval.

7. Site Development

- A. **Building Height.** Building heights shall be consistent with the applicable zoning ordinance; however, in no event shall any mobile equipment extend more than twenty (20) feet above the natural ground elevation.
- B. Parking Areas. The parking layout shall be designed to function in a safe and efficient manner, and in accordance with all applicable local regulations and ordinances. All traffic islands, drives and edges of all paving shall be curbed. Screened backlot and lay down areas may be exempted from the requirements of this Section 7.B. and Section 7.E. with prior Committee approval.
- C. Vehicular and Pedestrian Circulation. Vehicular and pedestrian circulation within all Industrial Lots will be designed to function in a safe and efficient manner. The number of vehicular access points per Industrial Lot will be based upon the size of the proposed development and its relationship to public health, safety, and welfare. Access points shall be kept to a minimum, and curb cuts along the boundary of all Industrial Lots shall be restricted to the minimum requirements of the applicable local regulations or ordinances. Joint curb cuts may be installed to serve abutting Industrial Lots.
 - D. **Curbs and drainage gutters**. All roads in the Tract will have concrete curbs and
- drainage gutters. It will be the responsibility of the Owner of an Industrial Lot to remove the curbs for the entrance to their facility. The Owner shall use the same style of curb throughout the Industrial Lot. All entrance drives shall match the existing road pavement grades and adequate drainage shall be provided by the Owner in this area. No storm water drainage from paved roads within the Industrial Lot shall be allowed to drain onto the Tract roads without the prior written approval by the Committee. All other storm runoff from each Industrial Lot will be routed and maintained within each individual Industrial Lot in conformance with Section 12 herein.
- **Paving.** All driveways, service and parking areas will be constructed with a hard surface pavement to specifications sufficient to withstand the weight and frequency of anticipated traffic and approved by the Committee. Paved walks or pedestrian areas near or adjacent to buildings will be of appropriate materials other than bituminous paving.

F.Loading, Service and Outside Storage. Each Lot Development Plan will provide sufficient on-site loading facilities to accommodate site activities. All loading, including turn-around will be made off of the platted streets within the Tract and will be serviced entirely upon the Industrial Lot. Rubbish and garbage facilities will be screened so as not to be visible from any street, adjacent lot, or building entrance. No materials, supplies, or equipment will be permitted to remain outside any building unless an adequate screen

Site Grading. Site grading must provide for satisfactory drainage of open areas and minimum soil erosion and siltation. The following measures may be used to reduce soil erosion and sediment deposits in downstream areas during grading, excavation and construction activities: 1. Retain as much vegetation ground cover as possible.

2. Install temporary mulching on areas to be left bare of plant material for an extended period of time.

3. Provide de-silting basins to remove sediment from runoff water during development.

4. Silt fences shall be maintained along all road frontages and no silt shall be allowed to enter upon a platted

5. All steps necessary to prevent silt from entering storm water drainage inlets and other drainage facilities shall be taken.

Provided however, that all straw bales and other temporary erosion control measures must be removed within twelve (12) months of placement, and all permanent landscaping must be installed within six (6) months of building completion as provided in Section 13 herein.

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CLIENT NAME/DEVELOPER/OWNER: CHAD GALLOWAY & ROSCOE DORSEY 6208 SOUTH STATE ROAD 13 PENDLETON, IN 46064 765-534-5010

ROSCOEDORSEY@DORSEYEXCAVATING.COM ©2022 (DLDS) DeBoy Land Development Services, Inc. APPROVED: MLD DESIGNED: MLD

DRAWN: BAW CHECKED BY: MLD SCALE: ######## DATE:01/30/23

PROJECT NO.: 2018-0032

8. **Building Design**.

- A. **Design Concept**. Building design will be of a unified and integrated character that fits the preferred image of this quality industrial subdivision. All buildings in the Tract shall be designed and constructed to present an appearance which establishes and maintains a high level of aesthetic quality in the visual environment. All buildings will be subject to review and approval by the Committee for compatibility of the scale, color and texture of materials with other buildings in the Tract. Ancillary building areas, such as office areas, storage buildings and equipment rooms, will be integrated with the overall building character. There will be no noticeable attachments or appendages to the primary building with the exception of screen walls for loading docks, dumpsters or ground mounted mechanical equipment.
- B. **Outbuildings**. There shall be no outbuildings of any kind or nature erected or maintained on any Industrial Lot without the prior written approval of the Committee as provided herein, including without limitation any pole barn.
- C. **Lighting**. Building mounted site lighting and loading dock lighting will be shielded to minimize glare and spillage directly upon adjoining Industrial Lots.
- D. **Screens**. Equipment, machinery, tools, trucks, stored materials or any other lay down areas shall be shielded from view with landscaped mounds, trees, or other barriers consistent with the overall relationships of other buildings and surrounding elements.
- E. **Materials**. In order to maintain the aesthetic quality of Lapel Industrial Park, all buildings shall be constructed of the following materials: (i) masonry, (ii) concrete, (iii) preassembled and site assembled masonry and concrete systems (iv) composite metal panel systems, and (v) other materials deemed suitable by the Committee. All materials used will reflect a high degree of quality, durability and craftsmanship. The front exteriors of all office structures must be at least 90% brick, glass, dry vit, or materials of equal quality and aesthetic appeal, or a combination thereof. Building coloration will consist predominately of a neutral overall color that compliments the building's surroundings. Accent colors are encouraged and will be reviewed by the Committee. Non-weathering materials such as galvanized steel will be painted with finish approved by the Committee.

9. Landscap

- **A. Design.** Owner shall landscape that portion of the Industrial Lot lying between any building or buildings and the curb line of abutting streets.
- 1. **Design Concept**. Each Owner of an Industrial Lot shall create a simple, strong landscape setting, in scale with the building, streets and parking areas of a business park. This design concept shall be achieved through the use of a limited plant palette with skillfully arranged massing of similar plant materials, especially along street frontages and vehicular entries. With the exception of internal courtyards, small scale residential garden landscaping will not be acceptable.
- 2. **Landscape Continuity**. Because a variety of architectural designs are permitted, it is necessary that the landscaping approach be kept consistent in order to maintain visual continuity throughout Lapel Industrial Park. All open unpaved space including without limitation front, side and rear yard setback areas will be planted and landscaped according to an approved plan.
- 3. **Pond Edge.** The pond shown on Pond A of the Plat is intended to provide a visual amenity as well as storm water management. Generally, pond edges are to be treated with a soft landscape edge with informal tree planting; however, in certain circumstances, a hard edge or bulkhead may be a more appropriate shoreline. The planting scheme will be in a loose arrangement to allow views to the pond from buildings and roads. No building will be allowed within fifteen (15) feet of the pond edge without specific approval by the Committee.
- 4. **Side Yard Landscaping.** Typical side yard landscaping will consist of accent framing or screening, depending on a specific circumstance. Truck access side or rear yard areas will consist of informal tree planting of approved species. A screen of at least six (6) feet on the property line is required and shall be maintained through the use of a combination of shrubs or approved species and mounding
- 5. **Landscape Mounding.** Where mounding or earth contouring is required, smooth transitions with soft natural forms are desired.
- 6. **Edging.** Where mulches abut grass areas, steel edging or an approved equivalent will be installed in order to maintain a proper materials separation.
- B. **Maintenance.** Each Owner shall maintain, at Owner's expense, their Industrial Lot. For purposes of this Section, maintenance shall include, without limitation, irrigation, lawn mowing, tree and shrub trimming (including replacement of dead trees or shrubs), fertilization and weed and insect control.
- C. **Maintenance Assessment.** Each Owner in the Park shall maintain his landscaping in a safe, clean, and attractive condition. Should the Committee find any Owner deficient in this regard, it may give notice of the fact to the offending party. Within ten (10) days of the receipt thereof, said party shall initiate corrective measures. Failure to initiate corrective measures within said ten (10) day period and continue the same to completion shall give the Committee a right to enter the offending premises and undertake necessary maintenance at the expense of the Owner thereof (hereinafter "Landscape Maintenance Special Assessment"). Failure to reimburse the Committee for these services within thirty (30) days after billing shall create a lien against the real estate in accordance Section 20 hereof.
- 10. <u>Signage and Graphic Requirements</u>. No sign shall be permitted which is not accessory to the business conducted on the Industrial Lot, and then only if the following requirements are complied with:
- **A. Business Signs.** Business signs may be erected in accordance with the Code.
- **B.** Nameplate Signs. In addition to building signs, each Industrial Lot may have one freestanding nameplate sign, which is accessory to the business conducted on the premises. Any freestanding nameplate sign as permitted by this section must meet all of the following requirements:
- 1. Except for a sign at any entry point to Lapel Industrial Park, the height of a sign shall not exceed five (5) feet.
- 2. No freestanding nameplate sign shall be nearer than five (5) feet from an abutting street right-of-way or property line.
- 3. Except for a sign at any entry point to Lapel Industrial Park, the area of a sign shall not exceed fifty (50) square feet.
- C. **Lighting.** No sign shall be lighted by means of flashing or intermittent illumination.
- **D. Quality.** All signs will be manufactured and installed by competent professionals. Graphics will be accomplished in a professional manner; no hand lettering will be permitted. Under no circumstances will conduits, ballasts, transformers, manufacturer labels and the like be located within public view.
- **E. Obstruction of Vision Prohibited.** On a corner lot, within the triangular area formed by the centerlines of each street at a distance of ninety (90) feet from the centerlines of the intersection, there shall be no sign, bush, or other obstruction of vision in excess of three (3) feet in height above the centerlines of the pavements at these points. The Committee may require Owner to remove any sign, bush, or other obstruction to vision constituting a traffic hazard.

11. Utility and Service Requirements.

A. Location of Lines and Connections. Excepting overhead feeder lines and other lines which the Committee may approve for service, all utility lines will be located underground in accordance with the Site Plan and Utility Plan submitted to the Committee in accordance with Section 6 above. It is the design intent to have one primary utility corridor from which secondary utility corridors are directed to each individual Industrial Lot as necessary. In order to minimize visual disruption necessitated by repair or alteration, all secondary utility lines will be located within side yards; under no circumstances, will a visible utility line be located within a front yard. All transformers, air conditioning equipment, meters and other necessary equipment will be screened from public view.

- B. **Security**. Utility lines, connections and related functions will be designed and constructed with regard to public safety, health and welfare.
- C. **Maintenance**. All of the above utility and service requirements will be maintained in a safe and attractive condition so as to preserve the aesthetic qualities established for Lapel Industrial Park. In the event utility services are not maintained and become in need of repair, a notice of said disrepair shall be delivered to the responsible Owner. Within ten (10) days of the receipt thereof, said party shall initiate corrective measures. Effective disregard of notice shall give the Committee a right to enter the offending premises and undertake necessary maintenance at the expense of the owner or lessee thereof (hereinafter "Utility Maintenance Special Assessment"). Failure to reimburse the Committee for these services within thirty (30) days after billing shall create a lien against the real estate in accordance with Section 20 hereof.

12. Drainage Plan.

- A. **Overall Design.** It is the intention of Declarant to achieve efficient water management through the use of internal storm sewers and storm water retention areas. The drainage system, as constructed during the initial development of the Tract, is designed to conform to the requirements of the Madison County Drainage Board, the Town of Lapel along with any other governing body and such drainage systems shall provide storm water retention areas if required. These storm water retention areas are designed to accept the increased runoff from the development and meter the flow as it leaves the property at the existing rate of runoff. Swales and storm sewers are constructed to convey the storm runoff to those retention areas. Industrial Lots within the Tract may be included in a legal drain established by the Madison County Drainage Board.
- B. **Lot Design.** The basic concept for individual site drainage is to provide underground water collection systems and enclosed drainage pipes with downstream sites providing capacity for upstream sites. Current drainage provided is not to be considered the final drainage available to the building site. It is the responsibility of the owner of the Industrial Lot to provide drainage retention and servicing to the site beyond that currently available. Demonstration of adequate storm water drainage in conformity with both individual Industrial Lot and overall project drainage plans shall be required prior to commencement of construction.
- **C. Drainage Easement**. There shall be no fill, structure, shrubbery, trees, equipment, or similar obstruction, placed in the existing drainage easements. Owner shall repair any paved inverts disturbed during construction of the building site. Any work performed within the designated drainage easements must be approved in writing by the Committee prior to the commencement of such activity. Owner shall put any areas disturbed during construction back to its original condition. All repairs must be inspected by the Committee.
- D. **Streets.** Perimeter foundation drains, sump pump drains and downspouts shall not be routed into streets or street rights of way. These drains shall be connected whenever feasible into a subsurface drainage tile. Each Owner shall maintain any subsurface drains and tiles located on his Industrial Lot and shall be liable for the cost of all repairs thereto or replacements thereof.
- E. **Maintenance.** Each Owner shall be liable for the cost of maintenance of any drainage system located entirely upon his Industrial Lot which is devoted exclusively to drainage of his Industrial Lot. Drainage Easements reserved as drainage swales shall be maintained by the Owner of the Industrial Lot upon which such easements are located such that water from any adjacent Industrial Lot shall have adequate drainage along such swale.
- F. No Septic Systems. No septic systems shall be allowed upon any Industrial Lot.
- G. Retention Pond and Drainage Maintenance. The retention pond identified as Pond A on the Plat ("Retention Pond") shall be maintained as a Common Area by the Committee pursuant to Section 19 herein. Procedures for operation and maintenance of the Pond shall be covered by an Operation and Maintenance Manual which is in the possession and available to view and reference by the Committee.
- 13. Construction and Landscaping Completion. All construction upon, landscaping of, and other improvement to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Committee. All landscaping shall be installed on the Industrial Lot strictly in accordance with such approved plan within six (6) months following substantial completion of the industrial building unless the Committee agrees to a later landscaping completion date. Unless a delay is caused by strikes, war, court injunction or acts of God, construction of the industrial building shall be completed within one (1) year after the date of commencement of the building process. For the purposes of this Section, construction of a industrial building shall be deemed "completed" when the exterior of the building (including but not limited to the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway and landscaping) has been completed in conformity with the Lot Development Plan.
- 14. Construction Maintenance. Each Owner shall be responsible to see that their builder, contractor, or subcontractors confines all building materials, equipment and excavated soils within the boundaries of the Industrial Lot and exercises proper erosion control methods during construction of the building. Said contractor or Owner shall be responsible for cleanup of and runoff off the Industrial Lot. Contractor or Owner shall finish grade, seed and mulch Lot as soon after construction as possible. Straw bale dams shall be used for runoff control during construction. All streets shall be kept free of transported soil and debris during construction. The Owner shall be liable for any damages resulting from the failure to comply with the terms and provisions of this Section.
- 15. Regular Maintenance of Structures. Upon completion of construction of the building, all permitted structures, parking lots and yard area shall be maintained in good condition and state of repair as determined by the Committee.
- 16. <u>Waste Disposal</u>. All lots shall be kept free of garbage, sewage, ashes, rubbish, bottles, cans and waste matter of all kinds. Said garbage and trash may only be accumulated and kept in sanitary containers and dumpsters and shall be kept in a clean and sanitary condition, out of sight, and in an enclosed area in such a manner as to avoid an unsightly appearance within the development.
- 17. **Fences**. Fences may only be erected as follows:
- A. On lots which have a public utility easement, drainage easement or specific purpose easement for public or private use, fences shall be erected in such a manner as to not obstruct, damage or interfere with maintenance or use of said easement.
- B. No fence will be permitted to be erected along any lot line, or within the interior of any lot within the Tract, without the written approval by the Committee of the design and location of the fence.

18. Reserved.

- 19. Common Areas. Declarant reserves the right to designate portions of the Tract owned by the Declarant as "Common Area". The Declarant hereby designates Pond A as shown on the Plat as a Common Area. The Committee shall be responsible for the expense and management of the installation, repair, and maintenance of the Common Area, its landscaping, signs and any other items used to enhance the Common Area, after the sale of 60% of all Industrial Lots, shall be shared equally between the Owners of all sold lots based upon a formula provided by the Committee (hereinafter "General Assessment"). Said General Assessment shall be billed to Owners each year during the month of December either for expenses in arrears for that year or as an estimate for the expenses for the forthcoming year. Unless paid within thirty (30) days of billing said General Assessment shall become a lien against the real estate in accordance with Section 20 hereof. The Committee shall have sole authority over all the Common Areas and shall be the sole authority to make decisions concerning the Common Area. Sold Industrial Lots for the purpose of this Section shall be defined as all lots transferred by deed from Declarant to another party.
- 20. <u>Assessments</u>. Declarant hereby covenants, and each Owner by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Committee the following: (i) General Assessments as provided in Section 19, (ii) Landscape Maintenance Special Assessment, as provided in Section 9 hereof, and (iii) Utility Maintenance Special Assessment, as provided in Section 11 hereof (collectively known as the "Assessments").
- A. All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Industrial Lot against which each Assessment is made until

paid in full, and such liens shall be recorded by the Committee or Owners in the Office of the Recorder of Madison County. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner at the time when the assessment came due.

- B. The Committee shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including reasonable attorneys' fees, incurred by the Committee in collecting such Assessment. No Owner may waive or otherwise avoid liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Industrial Lot
- 21. Enforcement. The Committee, any Owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the provisions hereof, but neither Declarant nor the Committee shall be liable for damage of any kind to any person for failure either to abide by, enforce or carry out any of the provisions hereof. No delay or failure by any person to enforce any of the provisions hereof or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances by deemed or held to be a waiver by that person of the right to do so thereafter, or an estoppel of that person to assert any right available to him upon the occurrence, reoccurrence or continuation of any violation or violations hereof. In any action to enforce these Restrictions, the person seeking enforcement shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action upon the entry of a final judgment.
- 22. Amendments. After sale of 60% of all industrial lots within the Tract, these Restrictions may be amended at any time by an instrument executed by 2/3 of the Owners. Declarant hereby reserves the right to unilaterally amend and revise the standards, covenants and restrictions contained in this Restriction during the period prior to sale of 60% of said Lots. Such amendments shall be in writing, executed by Declarant, and recorded with the Recorder of Madison County, Indiana. No such amendment, however, shall restrict or diminish materially the rights or increase or expand materially the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment. Declarant shall give notice in writing to such Owners of any amendments. Any amendment shall become effective upon its recordation in the Office of the Recorder of Madison County, Indiana.
- 23. <u>Interpretation.</u> The titles preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision herein.
- **24. Severability.** All provisions herein are hereby declared to be independent of, and severable from, the rest of the provisions herein and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of these Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or running quality of any other one of the Restrictions.
- 25. Non-liability for Drainage. Declarant shall not have any liability to an Owner or to any other person with respect to drainage on, over or under a Lot. Such drainage shall be the responsibility of the Owner of the Lot upon which an industrial building is constructed and of the builder of such building and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provisions hereof.
- **26.** Establishment of Property Owners Association. Declarant shall establish a Property Owner's Association to perform all functions of the Committee which Committee shall thereupon be disbanded as follows:
- A. At such time as Declarant may choose, but in no event later than such time as Declarant has sold, conveyed or released all of its interest in and to Lapel Industrial Park and said lands have been fully developed, i.e., initial building have been constructed on all Parcels and are ready for occupancy, Declarant shall establish a Property Owners' Association to assume the duties of Declarant, it being understood, however, that until said Property Owners Association has been established, all rights and powers set forth in these Restrictions shall be exercisable only by the Committee, Declarant, or such other person, corporation or partnership to whom or which Declarant may have delegated the rights and duties to be exercised by the Committee hereunder. Declarant may also at any time, convey its interests in the Common Area to the Property Owners' Association.
- B. The person or entity who is a record owner of an Industrial Lot shall be a member of the Property Owners' Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Industrial Lot.
 - C. Each Owner shall have one (1) vote per Industrial Lot owned.

27. Additions and Deletions to Tract.

A. **Legal Description**. The real property which shall be held, transferred, sold, conveyed and occupied subject hereto is located in the Township of Stony Creek Township, Madison County, Indiana, and comprises, initially, the real estate legally described on Exhibit A attached hereto and incorporated herein by

All references herein to "Lapel Industrial Park," "Tract," or "Industrial Lot" shall be deemed for all purposes to include or exclude all parcels of real estate which have been added or deleted from time to time to or from the scheme of this Declaration pursuant to this Section 27.B. and Section 27.C., respectively.

- B. **Deletion of Land**. Declarant shall be entitled and hereby reserves the right, at any time, and from time to time, to delete from the scheme hereof all or any part of the undeveloped portion or portions of the Tract.
- C. Addition of Land. Declarant may (but shall have no obligation to) at any time and from time to time, add to the scheme hereof additional lands, now owned or hereafter acquired by Declarant and located adjacent to the Tract; provided only that, upon addition of any lands hereto, the Owners of the property therein shall be and become Owners subject hereto. All references herein to Owner(s) shall be deemed for all purposes to include all such Owners of land added hereto.

The addition or deletion of lands as aforesaid shall be made and evidenced by filing in the office of the Recorder of Madison County, Indiana, a supplement or amendment to this Declaration with respect to the lands to be added or deleted. Declarant reserves the right to so amend or supplement these Restrictions without the consent or joinder of any Owner and/or mortgagee of any portion of the Property. However, any such amendment or supplement shall not require construction or reconstruction of existing buildings or structures or alterations to developed Lots or changes in such Lots' uses.

WHEREFORE, Declarant has executed this Declaration of Covenants and Restrictions as of the date set forth above.

		CRPP, LLC
		Ву:
		Its:
STATE OF INDIANA)) SS:	
COUNTY OF		_)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ______, the ______ of _____, an Indiana corporation, who acknowledged the execution of the above and foregoing Declaration of Covenants and Restrictions for an on behalf of said corporation.

WITNESS my hand and Notarial Se	eal this day of, 20
My County of Residence is:County,	Notary Public
State of Indiana, and	
My Commission Expires:	(Printed Name)

PREPARED BY JASON P. LUEKING OF STOLL KEENON OGDEN PLLC, 334 N. SENATE AVE., 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: JASON P. LUEKING.

PREPARED BY:

PR

LAPEL INDUSTRIAL PARK

TAC REVIEW
6208 SOUTH STATE ROAD 13, PENDLETON, IN 46064

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RIMA

PROJECT: C:\Users\civsu\OneDrive — deboyland.com\Shared Documents\Projects\2018\2018-0032 — Dorsey Lapel Commercial Park — Dorsey Excavating\ENGINEERING\DRAWINGS\DWG: PRIMARY PLAT-LS-LIGHT PLAN.dwg
PLOTTED BY: B WHITE
DATE: Monday: December 2, 2024 5:06:52 PM



EXHIBIT 2. WAIVER REQUESTS

TOWN OF LAPEL 825 Main St., Lapel, IN 46051 Planning@lapelindiana.org

WAIVER REQUEST ADDENDUM

UDO Section: § V 12. 1.6 Related Subdivision Application #: PLAT- 20 24 3

Waiver Block Standards C: Max Block size is 800 feet long; we are requesting 1,220 feet

description: long.

COMPLIANCE WITH WAIVER CRITERIA*

The Lapel Plan Commission (PC) may approve or deny waivers in accordance with the terms of the Unified Development Ordinance, V 12.1.2. The PC may impose reasonable conditions as part of its approval. The Plan Commission shall review the particular facts and circumstances of each proposed waiver request in terms of the meeting five (5) criteria. The PC shall determine whether there is adequate evidence showing the truth of the following statements:

1. The granting of the waiver will not be detrimental to the public safety, health, or welfare because:

This project is providing an access road that provides access to the front of the entire length of the requested change.

2. The granting of the waiver will not be injurious to the reasonable use and development of other property because:

This request will only affect the property within the subdivison application. It is a fully internal request.

3. The conditions upon which the request for waiver is based are unique to the property for which it is sought and are not applicable generally to other property because:

This is not a residential development. This project is an industrial development. The blocks are set to maximize for future replatting and development of any possible development to come into and meet the acceptable useage.

4. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a hardship to the owner would result if the strict letter of these regulations were carried out in the following way:

The entire development would have to be re-engineered and laid to incorporate more roads and in the process limit what companies could come into the development to building an industrial commercial facility.

5. The waiver will not contradict the intent of the Lapel Zoning Ordinance or Comprehensive Plan:

The does not harm the LZO or Comprehensive Plan. This is simply requesting the block size be increased to better fit the light and general industrial zoning. This will give more opportunities for larger range of companies to come into the developed to build their facilities.



WAIVER REQUEST ADDENDUM

UDO Section: § V 12. 1.6 Related Subdivision Application #: PLAT- 20 24 3

Waiver

Easement Standards, A, ii. Sanitary Sewer Service per standards is to be within description: the pbulic right-of-way. Working with Fall Creek Regional Waste District, the

sanitary sewer provider, they have directed this development to have the sanitary

in its on separate easement outside of the right-of-way.

COMPLIANCE WITH WAIVER CRITERIA*

The Lapel Plan Commission (PC) may approve or deny waivers in accordance with the terms of the Unified Development Ordinance, V 12.1.2. The PC may impose reasonable conditions as part of its approval. The Plan Commission shall review the particular facts and circumstances of each proposed waiver request in terms of the meeting five (5) criteria. The PC shall determine whether there is adequate evidence showing the truth of the following statements:

1. The granting of the waiver will not be detrimental to the public safety, health, or welfare because:

To meet the requirement of FCRWD, the storm sewer has been placed in the right-of-way while the sanitary is outside of the right-of-way. The sanitary connecting for this development is outside of the SR 13 Right-of-Way.

2. The granting of the waiver will not be injurious to the reasonable use and development of other property

The sanitary sewer is being platted and incorporated before any structures for use of business has been proposed. This is a simple switch to having the sanitary sewer outside of the public right-of-way.

3. The conditions upon which the request for waiver is based are unique to the property for which it is sought and are not applicable generally to other property because:

This is not a residential development. This project is an industrial development. The development on this project is following the instructions of FCRWD for the location of the sanitary force main they will take ownership after construction.

4. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a hardship to the owner would result if the strict letter of these regulations were carried out in the following way:

If following the rules, agreements with FCRWD would need to occur to have the location of the sanitary force main within public right-of-way and cause an even further delay in the development of this site.

5. The waiver will not contradict the intent of the Lapel Zoning Ordinance or Comprehensive Plan:

The does not harm the LZO or Comprehensive Plan. This is simple moving the location of a sanitary force main from being the public right-of-way into it's own sanitary easement outside of the public right-of-way. FCRWD will own the sanitary sewer and the Town of Lapel will not own the sewer main.

Created on: 12/21/2023 Last revised on: 12/21/2023 Page 1 of 1





WAIVER REQUEST ADDENDUM

UDO Section: § V 12. 1.6 Related Subdivision Application #: PLAT- 20 24 3

Waiver description:

Easement Standards, B. Drainage Easements. Requesting that unless otherwise shown on plat that drainage structures be located in the public right-of-way. This will go along with the waiver request for the sanitary being in an easement outside

of the public right-of-way.

COMPLIANCE WITH WAIVER CRITERIA*

The Lapel Plan Commission (PC) may approve or deny waivers in accordance with the terms of the Unified Development Ordinance, V 12.1.2. The PC may impose reasonable conditions as part of its approval. The Plan Commission shall review the particular facts and circumstances of each proposed waiver request in terms of the meeting five (5) criteria. The PC shall determine whether there is adequate evidence showing the truth of the following statements:

1. The granting of the waiver will not be detrimental to the public safety, health, or welfare because:

This wis to go in line with the request to have the sanitary sewer easement outside of the public right-of-way.

2. The granting of the waiver will not be injurious to the reasonable use and development of other property

The storm sewer system is vital part of the development and shall be one of the first items installed before any streets are constructed. This moves the location of the storm sewer main from private easement into public right-of-way.

3. The conditions upon which the request for waiver is based are unique to the property for which it is sought and are not applicable generally to other property because:

This is not a residential development. This project is an industrial development. This request falls inconjuction with the sanitary sewer being in its own separate easement outside of the public right of way, it is switching the location to meet FCRWD requirements for Sanitary.

4. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a hardship to the owner would result if the strict letter of these regulations were carried out in the following way:

This site and storm drainage design has already been approved by Madison County Drainage Board. Any change would require going back before the board and an entire new review process adding months before any development would be allowed.

5. The waiver will not contradict the intent of the Lapel Zoning Ordinance or Comprehensive Plan:

This is simply swapping the sanitary and storm sewer mains. The storm shall be located within the public right-of-way while the sanitary will be outside placed in its own private easement. The water will be owned by Citizens Energy Group and is in its own easement outside of the public right-of-way except crossing roads.

Created on: 12/21/2023 Page 1 of 1 Last revised on: 12/21/2023



WAIVER REQUEST ADDENDUM

UDO Section: § V 12. 1.6 Related Subdivision Application #: PLAT- 20 24 3

Waiver Sidewalk Standards: Requesting that Sidewalks be installed as each lot/block is

description: being developed under separate improvement location permits.

COMPLIANCE WITH WAIVER CRITERIA*

The Lapel Plan Commission (PC) may approve or deny waivers in accordance with the terms of the Unified Development Ordinance, V 12.1.2. The PC may impose reasonable conditions as part of its approval. The Plan Commission shall review the particular facts and circumstances of each proposed waiver request in terms of the meeting five (5) criteria. The PC shall determine whether there is adequate evidence showing the truth of the following statements:

1. The granting of the waiver will not be detrimental to the public safety, health, or welfare because:

This project is providing an access road that provides access to the front of the entire length of the requested change.

2. The granting of the waiver will not be injurious to the reasonable use and development of other property because:

This request is to ensure and minimize damage to sidewalk that is built or constructed. It will have the individual lot/block purchaser to install the sidewalk once that parcel is developed in the future.

3. The conditions upon which the request for waiver is based are unique to the property for which it is sought and are not applicable generally to other property because:

This is not a residential development. This project is an industrial development. This request is pretty similar to other residential developments and other municipalities for having sidewalks installed when the lot is constructed on for a development.

4. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a hardship to the owner would result if the strict letter of these regulations were carried out in the following way:

If following the rules, sidewalks would be installed and once the lots are sold and developed the sidewalks would be damaged or destroyed during construction. This limits the need or excessive demo and construction of sidewalks.

5. The waiver will not contradict the intent of the Lapel Zoning Ordinance or Comprehensive Plan:

The does not harm the LZO or Comprehensive Plan. This is simply moving the time the sidewalks are constructed from the when the infrastructure is built to moving the sidewalks onto the individual lots as they are sold and developed in the future.

Created on: 12/21/2023 Page 1 of 1 Last revised on: 12/21/2023

EXHIBIT 3. FEASIBILITY REPORT FROM APPLICANT

September 19, 2024

Oksana Polhuy Planning Administrator Town of Lapel 825 Main Street Lapel, IN 46051

Ph: 765-534-3157

Email: oksana@lapelindiana.org



RE: Feasibility Report

Lapel Industrial Park, 6208 South State 13, Pendleton

Madison County, Indiana

It has been requested that a feasibility report Lapel Industrial Park (LIP) be provided to show the site has coverage of sewage, water and drainage facilities. In the process, DLDS and members of CRPP, LLC, have reached out to the following entities:

- Lapel Stoney Creek Fire Department Fire and Emergency Medical Services
- Citizens Energy Group Water
- Fall Creek Regional Waste District Sewage
- Duke Energy Electric
- INDOT Access to State Road 13

At this time, DLDS has reached out to obtain Will Server Letters from Lapel Stoney Creek Fire Department, Citizens Energy Group, and Duke Energy. Fall Creek Regional Waste District and CRPP, LLC, have already signed an agreement to provide service to the site. A copy of the agreement has already been forwarded to Mrs. Oksana Polhuy.

Lapel Stoney Creek Fire Department has had a request sent in for a Will Serve Letter. At this time, no response has been provided. It is expected that they will provide a letter or at least an email response stating they will respond to emergency calls to this site.

As Will Serve Letters has yet to be provided by Citizens Energy Group, the water supplier has already been reviewing plans and marked up construction documents. At this time, a 16" water main is required to be extended from the intersection of State Road 13 and State Road 38 going south along the eastern Right-of-Way of State Road 13. An easement for 20' in width was previously recorded back in the early 2000's for a waterline. In addition, the internal waterline will be a 12" water main running through the development. Current markups and comment letter from Citizens Energy Group may be forwarded to any and all interested parties upon request.

Fall Creek Regional Waste District (FCRWD) currently has a 4" force main running along the west side of State Road 13. This line has capacity for Trinity Life Center, the original entity that it was constructed to serve, and additional capacity. At this time, CRPP, LLC, has come to an agreement with FCRWD to provide service. The agreement has been forwarded as mentioned above. As told by FCRWD, the area is serviced by a force main. A force main sanitary line will need to be installed through the site and each individual lot will have to construct their own grinder pumping station. The plan is to have a tap on the active 4" main, bore under SR 13 with a 3" line and once outside of the INDOT Right-of-Way, a reducer to a 2" line will then run through the industrial park. FCRWD has been reviewing the plans and making comments for DLDS to address. Updated plans will be sent back into FCRWD.

Duke Energy currently services the general area. Personnel from CRPP, LLC, have spoken to representatives in the past. DLDS and CRPP, LLC, are reaching out to obtain a Will Serve Letter. At this time, it is anticipated that the entire site will be fully electric and that no gas service will be brought into the industrial park.

INDOT communication and coordination has been commenced and working to obtain a commercial driveway permit and an utility encroachment/construction permit. INDOT has required a traffic study to be performed. Shrewsberry performed the traffic impact study in April of 2023. This has been sent to INDOT. At this time, plans have been forwarded to INDOT with comments being sent and working to fully address at this time.

The drainage for the site will require CRPP, LLC, to obtain permission to connect to an existing drainage tile that currently services Trinity Life Center detention facility. CRPP, LLC, has already obtained permission from the Wilson family to replace the existing drainage tile running through field at the southwest corner of State Road 38 & State Road 13. This was a requirement from Madison County Drainage Board. The drainage for the site will require replacing an existing 15" drainage tile with a larger 30" pipe. At a connection point on the west side of State Road 13, the current 15" tile and a new proposed 18" tile will meet and connect to a proposed 30". This 30" tile will then go through the said field and discharge into Mudd Creek. The LIP will create its own stormwater detention and water quality treatment system prior to releasing stormwater from the site. This storm water will be release via an 18" pipe going under State Road 13 and tying into the above described 30" pipe. An onsite storm sewer system with inlets and junction structures has been reviewed and approved by the Madison County Drainage Board for the site. Once the facility has been constructed and as-built, the Madison County Drainage Board has mandated that the 30" tile shall be petitioned to be turned into a county regulated drain.

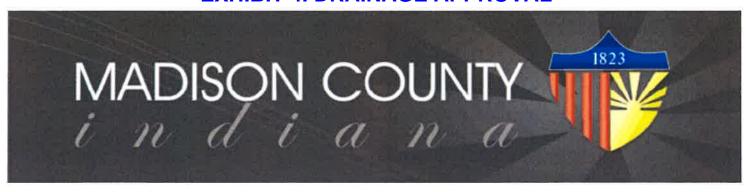
The street construction except that within INDOT Right-of-Way of State Road 13, will be designed per the Town of Lapel's Ordinance. The roadway within INDOT Right-of-Way shall confirm to INDOT specifications.

At this time, all utilities will be constructed at once as well as the streets. The internal infrastructure is not anticipated to be phased for construction. As each individual Lot or Block is developed, then those will be separate items to look at for development on a case by case basis for Lot Construction, separate from this project.

Sincerely,

Michael L DeBoy, L.S.

EXHIBIT 4. DRAINAGE APPROVAL



Madison County Drainage Board

Madison County Government Center

16 East 9th Street

Anderson, Indiana 46016

Office: 765-641-9687

August 14, 2024

CRPP, LLC 13666 East 179th Street Noblesville, IN 46060

RE: Lapel Industrial Park

The Madison County Drainage Board has given contingent final drainage approval for the proposed Lapel Industrial Park. Official approval will be given at the August 28, 2024 meeting.

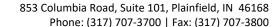
This letter is to give CRPP LLC the permissions to move forward with the Town of Lapel.

If there are any questions, please contact our office at the number provided above.

Thank you

Anianette Cox. Board Secretary

cc: Drainage Board, Town of Lapel, Roscoe Dorsey, Brent White





August 2, 2024

Mr. Brent White DLDS P.O. Box 25 Noblesville, IN 46061

RE: Drainage Review Final

Lapel Industrial Park, 6208 South State Road 13, Pendleton

Madison County, Indiana

Dear Mr. White:

Banning Engineering was asked to review the submittal of the Lapel Industrial Park Project for compliance with the Madison County Drainage Ordinance, the Madison County Stormwater Technical Standards Manual as well as reasonable engineering practice.

Based on the review of the re-submittal received on July 14, 2024, we recommend approval of the project contingent upon the board considering the following:

1. The Ordinance describes storm sewers to be straight between manholes, and that a maximum spacing of 400-ft is recommended between the manholes. However, with running the 30" HDPE pipe through the Wilson Caroyln L L/E property, it may not be necessary. Currently, the plans show placing five 60" manholes across the field. It may make more sense to treat this like we normally do with field tile and just follow the alignment of the existing tile while it is replaced and reduce or remove the manholes. This length of 30" pipe is approximately 1,850 ft from manhole 663 to the end section at the ditch. I would also recommend that the portion of HDPE pipe through the field be perforated and that any lateral connections to the existing tile be located and connected to the new 30".

Thank you for the opportunity to review your proposed site improvements. Questions or discussion can be initiated by phone or email at 317-707-3737 or mkolb@banning-eng.com, respectively.

Sincerely,

**Efrical diagrams for the state of the state

Max Kolb, PE, CFM Project Manager

Cc: Madison County Drainage Board c/o Anjie Cox, Drainage Board Secretary Madison County Engineer c/o Jessica Bastin, Madison County Engineer

EXHIBIT 5. LETTERS / AGREEMENTS FROM UTILITIES



September 19, 2024

Re: Electrical Facilities for Lapel Industrial Park, 6208 South SR 31, Pendleton, Indiana

Dear Mr. DeBoy:

This is to advise you that Duke Energy Indiana, Inc. (d/b/a Duke Energy), a corporation organized and existing under the laws of the State of Indiana as a public utility and subject to regulation by the Indiana Utility Regulatory Commission (IURC), will supply electric service pursuant to the provisions of its retail electric rate tariff and general terms and conditions of electric service on file with the IURC, to the proposed development located at 6208 South SR 13, Pendleton, Indiana. (intersection SR 13 and SR 38)

Sincerely,

Bradley amburgey (Kathy Davis)

Engineering Technologist II



2020 North Meridian St. | Indianapolis | IN 46202 CitizensEnergyGroup.com

September 20, 2024

CRPP, LLC 17697 Prairie Baptist Road Noblesville, IN 46060

Will Serve Water

Re: Lapel Industrial Park 6208 S State Road 13

Pendleton, IN 46064

To Whom It May Concern:

As of today's date, water mains located near the above referenced site are available to provide service to the proposed multi-lot industrial park development.

Although availability exists, Citizens Energy Group allocates capacity on a first-come first-serve basis. Citizens Energy Group cannot guarantee that capacity will exist at any future date.

Capacity within the public mains available to serve this development cannot be guaranteed until proposed discharges and demands have been determined and reviewed by Citizens Energy Group. Therefore, please be advised that this letter is only a statement of present availability and in no way is to be considered a commitment of future allocations.

Prior to actual utilization of services, all applicable Local, State and Federal approvals or permits must be obtained. Permit applications, waste load allocation estimates and any other requested information must be submitted to Citizens Energy Group for review.

If you have any further questions, require clarification, or need further guidance please contact me at (317) 429-3972 or mkline@citizensenergygroup.com .

Sincerely,

Matt Kline

Mat Klim

Market Development Coordinator

2020 N. Meridian Street Indianapolis, IN 46202

Cc: Jerry Gentry

File

ADDENDUM TO SANITARY SEWER MAIN EXTENSION AGREEMENT

Lapel Commercial Park

Madison County, Indiana

RECITALS:

- A. On or about March 16, 2023, the parties completed execution of a Sanitary Sewer Main Extension Agreement ("Agreement") regarding the extension of a sewer main and related facilities by the Developer to and on an approximately 20.37 acre parcel generally located at 6208 South State Road 13, as described in the Agreement ("Property").
- B. The Developer has not yet initiated the extension of sewer facilities to and on the Property.
- C. Since execution of the Agreement, the Developer has acquired an additional approximately 18.832 acres of land adjacent to the Property, which is more specifically described in <u>Exhibit A</u> attached hereto ("Additional Property").
- D. The Developer now plans to develop the Property and Additional Property into a total of twelve (12) commercial/industrial development lots.
- E. The parties desire to enter into this Addendum to add the Additional Property to the Property, and clarify that additional sewer mains will be constructed by the Developer for service to the Property and Additional Property, subject to all other terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreement and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

ARTICLE I ADDENDUM

<u>Section 1.1.</u> <u>Property.</u> The Property, as that term is defined and used in the Agreement, is hereby supplemented to include the Additional Property. Wherever the Agreement refers to the Property, it shall be construed as including the Additional Property as well as the Property. The terms and conditions of the Agreement applying to the Property, including but not limited to the Developer's extension of sewer facilities thereto, shall apply to the Additional Property.

<u>Section 1.2.</u> <u>Cost of Installation and Facilities</u>. Section 2.1 of the Agreement is hereby amended and restated as follows:

The Developer shall be responsible for paying the cost of and installing any and all facilities on or around the Property and Additional Property that are necessary for the provision of sewer service, including the Sewage Facilities. As part of the Sewage Facilities, the parties anticipate that the Developer will install two-inch (2") force mains and related facilities, in a manner and location to be approved by the District, on the Property and Additional Property that will connect to the District's existing facilities located along State Road 13. The Developer and/or any further owner/tenant shall further take any other measures as may be directed by the District in the future to ensure accurate testing or to prevent excessive strength effluent from entering into the District's wastewater collection system.

<u>Section 1.3.</u> <u>Agreement.</u> Except to the extent modified, supplemented, or amended herein, the parties reaffirm the Agreement in all respects. The responsibilities and obligations of the Developer, and the rights of the District, shall apply to the Additional Property and extension of sewer facilities to the Additional Property, as set forth in the Agreement.

ARTICLE II MISCELLANEOUS

Section 2.1. Legal Description for Property. The legal description attached hereto as $\underline{\text{Exhibit A}}$ and incorporated herein by reference is a true and accurate legal description of the Additional Property.

<u>Section 2.2.</u> <u>Binding on Successors and Assigns</u>. The parties agree that the District's service touches and concerns the land, and the Agreement, as supplemented by this Addendum, shall be binding upon and inure to the benefit of the parties hereto, as well as their grantees, successors, and assigns.

- <u>Section 2.3.</u> <u>Entire Agreement.</u> The Agreement, as supplemented by this Addendum, sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties pertaining to the subject matter hereof. All terms of the Agreement that are not inconsistent with this Addendum shall remain in full force and effect, and shall apply to the Additional Property.
- <u>Section 2.4.</u> <u>Amendment and Waiver</u>. Neither the Agreement nor this Addendum, nor any term hereof may be changed, modified, altered, waived, discharged, or terminated, except by written instrument. Failure to insist upon strict adherence to any term of the Agreement or this Addendum shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement or this Addendum.
- <u>Section 2.5.</u> <u>Counterparts.</u> This Addendum may be executed in counterparts, including facsimile or photocopy counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single document.
- <u>Section 2.6.</u> <u>Recordation.</u> The District may record this Addendum and the Agreement in the chain of title to the Property and Additional Property. The Developer further agrees to execute a memorandum of the Agreement and this Addendum for recording in a form reasonably required by the District if requested by the District in the future.
- <u>Section 2.7.</u> <u>Authority of Parties</u>. Each party and signatory hereto has the authority to enter into this Addendum and at all times has full authority to perform the Agreement and this Addendum. No further approval or consent by any other person or authority is required.
- <u>Section 2.8.</u> <u>Captions.</u> The captions to this Addendum are for convenience of reference only and shall not be given any effect in the interpretation of the Agreement or Addendum.
- <u>Section 2.9.</u> <u>Severability.</u> If any provision of this Addendum is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision will be added as part of this Addendum that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

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FALL CREEK REGIONAL WASTE DISTRICT **BOARD OF TRUSTEES**

STATE OF INDIANA

)SS:

COUNTY OF Madisox

Before me, a Notary Public in and for said County and State, personally appeared Mark A. Jablonski, by me known to be the President of the Fall Creek Regional Waste District Board of Trustees, who acknowledged the execution of the foregoing "Addendum to Sanitary Sewer Main Extension Agreement" on behalf of the Fall Creek Regional Waste District Board of Trustees.

WITNESS my hand and Notarial Seal this 18 day of Januar

OFFICIAL SEAL REBECCA LYNN HUNTER COMMISSION NUMBER NP0737272 NOTARY PUBLIC-STATE OF INDIANA HAMILTON COUNTY MY COMM EXPIRES NOV 4, 2029

Perbecca Lynn Hunter (Printed Signature)

My Commission Expires: Nov. 4, 30 30

My County of Residence: _______

	Signed: Signed			
	Printed: Roscoe Dorsey			
	Title: Managing Partner			
STATE OF TIMORA)SS:				
Before me, a Notary Public in and for said County and State, personally appeared to the house of CRPP, LLC, who acknowledged the execution of the foregoing "Addendum to Sanitary Sewer Main Extension Agreement" on behalf of said entity.				
WITNESS my hand and Notarial Seal t	his let day of January, 2024.			
BARBARA JEAN JOHNSON Notary Public - Seal Hamilton County - State of Indiana Commission Number NP0645422 My Commission Expires Jun 25, 2029	Portago Jean Johnson Rostago Jean Johnson (Printed Signature)			
My Commission Expires: Lp 25 7029				
My County of Residence: Hamultan				
I affirm, under the penalties for perjury, that I h Social Security number in this document, unless	ave taken reasonable care to redact each ss required by law. Stephen C. Unger			

CRPP, LLC

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This instrument prepared by Stephen C. Unger, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

4698789

Exhibit A

Legal Description of Additional Property

A part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 18 North, Range 6 East in Madison County, Indiana more particularly described as follows:

Commencing at the Northwest corner of Section 15, Township 18 North, Range 6 East, and running thence East along the north line of Section 15 a distance of 1330 feet to the Northeast corner of the West half of the Northwest quarter of Section 15, thence South along the east line of the said West half of the Northwest Quarter of Section 15 a distance of 656 feet, thence West parallel with the North line of Section 15 a distance 1329 feet to the center of State road #13, thence north 656 feet to the place of beginning, being a part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 18 North, Range 6 East.

EXCEPT THEREFROM:

A PART OF THE NORTHWEST Quarter of Section 15, Township 18 north, Range 6 East, in Madison County, Indiana, more particularly described as follows:

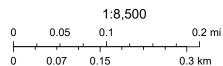
BEGINNING at a point on the West LINE OF THE Northwest Quarter of Section 15, Township 18 North, Range 6 East, said point being South 00 degrees 00 minutes 00 seconds (assumed bearing) 145.00 feet from an existing iron rod in concrete marking the northwest Corner of the Said Quarter Section: thence North 90 degrees 00 minutes 00 seconds East a distance of 217.80 feet to a 5/8-inch rebar (set) on the East right-of-way line of State Road Number 13; thence South 00 degrees 00 minutes 00 seconds on a line parallel with the West line of said Quarter Section a distance of 200.00 feet to 5/8-inch rebar (set); thence South 90 degrees 00 minutes 00 seconds West a distance of 217.80 feet to a 5/8-inch rebar (set) on the East right-of-way line of said State road; thence continuing South 90 degrees 00 minutes 00 seconds West a distance of 20.00 feet to appoint on the West line of the said Quarter Section; thence North 00 degrees 00 minutes 00 seconds along the West line of the said Quarter Section a distance of 200.00 feet to the POINT OF BEGINNING.

Containing, after said exception, 18.832 acres, more or less.

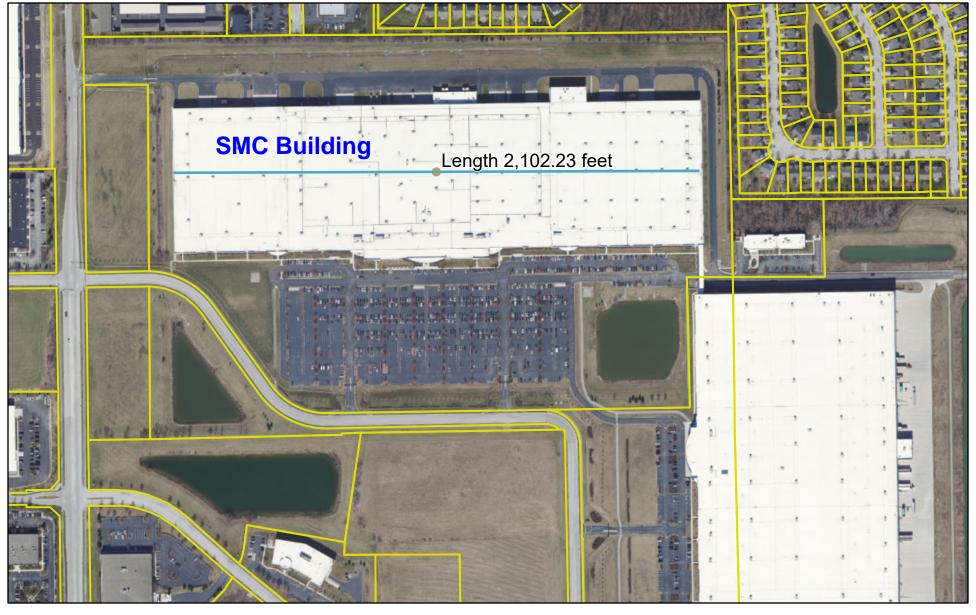
EXHIBIT 6. EXAMPLES OF BLOCK LENGTHS Noblesville, Industrial - Commercial Developments



12/5/2024, 5:41:42 PM



Noblesville, SMC Building Length



12/5/2024, 5:44:09 PM

