

ORDINANCE NO. 2020 -6C

AMENDING
HANCOCK COUNTY ZONING ORDINANCE NO. 2007-1B

AMENDING TITLE XV, CHAPTER 156, ZONING
OF THE HANCOCK COUNTY CODE OF ORDINANCES

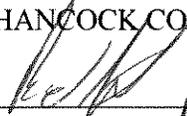
SECTION I

Title XV, Chapter 156 of the Hancock County Code, is amended as follows: The Zoning Map referenced in Section 156.020 for Green Township is hereby amended by rezoning the subject area from Agriculture (A) to Commercial Community (CC). This amendment is hereby enacted subject to execution and recordation of the attached zoning commitment.

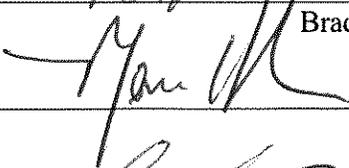
The subject area is described herein as Exhibit A. The zoning commitment is incorporated herein as Exhibit B.

ADOPTED THIS 16th DAY OF JUNE, 2020.

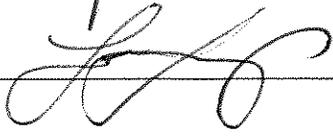
BOARD OF COMMISSIONERS OF
HANCOCK COUNTY, INDIANA



Brad Armstrong



Marc Huber



John Jessup

ATTEST:



Debra Carnes, Hancock County Auditor

Petitioner: Craig and Debbie Black

Exhibit "A"

Petitioner: William C. and Debbie K. Black/Rezone 0.36 acre to CC
Black's Diesel Repair -
218 E. State Road 234, Fortville, In 46040-Green Township

LEGAL DESCRIPTION

A part of the southwest quarter of Section 24, Township 17 North, Range 6 East in Green Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a Harrison Monument marking the Southwest corner of said Quarter Section; thence South 89 degrees 32 minutes 58 seconds East (assumed bearing) along the South line of said Quarter Section a distance of 735.0 feet to the southwest corner of a tract described in Instrument No. 120008977 recorded in the Office of the Recorder of Hancock County, Indiana; thence continuing South 89 degrees 32 minutes 58 seconds East along said South line a distance of 780.00 feet to the southerly extension of the west line of a 3.309 acre tract zoned CC per Rezone Number 10(c) per the Hancock County Land Use Zoning Map, said point being the POINT OF BEGINNING of this description; thence continuing South 89 degrees 32 minutes 58 seconds East along said South line a distance of 69.35 feet to a southwest corner of said 3.309 acre tract; thence north 00 degrees 08 minutes 58 seconds east along a west line of said 3.309 acre tract a distance of 224.96 feet to a corner of said 3.309 acre tract; thence north 89 degrees 32 minutes 58 seconds west along a south line of said 3.309 acre tract a distance of 69.35 feet to a corner of said 3.309 acre tract; thence south 00 degrees 08 minutes 58 seconds west along a southerly extension of said west line a distance of 224.96 feet to the POINT OF BEGINNING. Containing 0.36 acres, more or less.

EXHIBIT B

**IN THE HANCOCK COUNTY AREA PLAN COMMISSION (THE "COMMISSION")
AND THE HANCOCK COUNTY BOARD OF COMMISSIONERS (THE "COMMISSIONERS")
RE: CRAIG AND DEBBIE BLACK, aka BLACKS DIESEL REPAIR**

**COMMITMENT CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE
MADE IN CONNECTION WITH A PETITION FOR REZONING**

In accordance with I.C. 36-7-4-1015, Craig and Debbie Black and Black's Diesel Repair ("Petitioner"), having heretofore agreed and consented to the Petition for rezoning (the "Petition") regarding the real estate located in Hancock County, Indiana, at 218 East SR 234, Fortville, Indiana, which is described in Exhibit A, make(s) the following Commitment concerning the use and development of the parcel(s) of the real estate ("Real Estate"):

Statement of Commitment: If the Real Estate is rezoned to "Commercial Community (CC)", the Petitioner commits to the Commission and Commissioners:

- A) If the Real Estate is transferred or sold to another entity in which the Petitioner is not at least fifty (50) percent owner, the Petitioner shall install a septic system in accordance with Indiana Department of Health standards ("Septic System") within thirty (30) days after the closing of said sale or transfer.
- B) If the Real Estate or the business currently operated on the Real Estate, known as Black's Diesel Repair, is opened to the public, the Petitioner shall install a septic system in accordance with Indiana Department of Health standards ("Septic System") within thirty (30) days of said opening. Until such time, Petitioner is permitted to use temporary or portable methods for wastewater disposal.
- C) To provide a Septic System easement that is not covered with flood plain on the land owned by the Petitioner to the west of the Real Estate for installation of the Septic System.
- D) If the Real Estate is sold or the business currently operated on the Real Estate, known as Black's Diesel Repair, is sold, whether such sale includes the land or only the business, the Petitioner shall plant three (3) evergreen trees per each fifty (50) feet along the west line of the property to be platted and to be known as Lot 2 in Black's Minor Subdivision. The trees shall be a minimum of five (5) feet in height at the time of planting and shall be planted within ten (10) feet of and parallel to the west line of said Lot 2. The first tree shall be planted no more than sixty (60) feet north of the southwest corner of said Lot 2 and the last tree shall be planted within fifteen (15) feet of the

northwest corner of said Lot 2. The trees shall be planted within thirty (30) days of the transfer of title to the land or sale of the business.

This Commitment shall be binding on the Owner, its successors and assigns, subsequent owners of the Real Estate, and other persons acquiring an interest therein.

This Commitment may be modified or terminated only in writing and only by a decision of the Commission following a public hearing for which proper notice has been given, which decision also has been approved by the Commissioners.

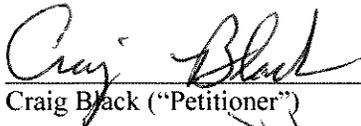
This Commitment may be enforced jointly or severally by:

1. The Commission, the Commissioners, the Hancock County Board of Zoning Appeals;
2. Property owners of the Real Estate; and
3. Any person who is aggrieved by a violation of this Commitment, including but not limited to all owners of real estate which are abutting or adjoining the Real Estate.

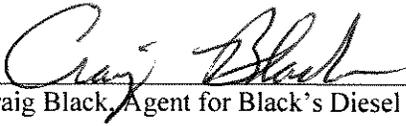
In the event it becomes necessary to enforce this Commitment in a court of competent jurisdiction, and the owner of the Real Estate is found to be in violation of this Commitment, the owner shall pay all reasonable costs in the enforcement of this Commitment, including attorney fees.

The undersigned hereby authorizes the Commission and the Commissioners to record this Commitment in the Office of the Recorder of Hancock County, Indiana upon final approval of the ordinance rezoning the property to "Commercial Community (CC)" by the Commissioners, the cost of which shall be paid by the Owner(s) to the Commission prior to recording.

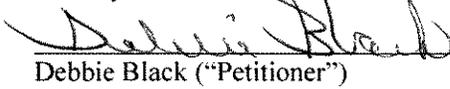
IN WITNESS WHEREOF, Craig and Debbie Black, Black's Diesel Repair have executed this instrument this 16th day of June, 2020.



 Craig Black ("Petitioner")



 Craig Black, Agent for Black's Diesel Repair

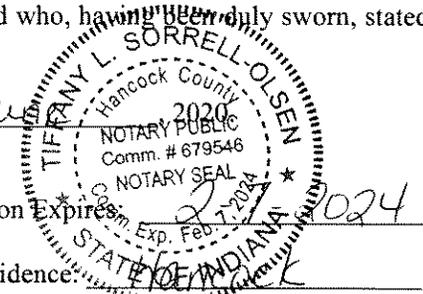


 Debbie Black ("Petitioner")

STATE OF INDIANA)
) SS:
 COUNTY OF HANCOCK)

Before me, a Notary Public, in and for said County and State, personally appeared Craig and Debbie Black, Petitioner, Owner of Real Estate, and Craig Black, agent for Black's Diesel Repair, who acknowledged the execution of the foregoing Commitment, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of June



Tiffany L. Sorrell-Olsen
Notary Public

My Commission Expires 2/1/2024
County of Residence: Hancock

Approved this _____ day of _____, 2020.

Board of Commissioners
Hancock County, Indiana

[Signature]
Brad Armstrong
[Signature]
Marc Huber
[Signature]
John Jessup

Attest: [Signature]
Debra Carnes, Hancock County Auditor

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

[Signature]
(Craig Black)

This document prepared by: Craig Black, owner/petitioner

[Signature]
(Craig Black)