

ABERDEEN PLANNED UNIT DEVELOPMENT AGREEMENT

This Aberdeen Planned Unit Development Agreement (the "Agreement") is made this 9th day of September 2020, by and between Aberdeen Holdings LLC, an Indiana limited liability company, Aberdeen Estates LLC, an Indiana limited liability company, Scellato Farms, LLC, an Indiana limited liability company (collectively, the "Developer"), and the Town of Bargersville, Indiana, an Indiana municipal corporation (the "Town").

RECITALS

WHEREAS, on August 25, 2020 the Town adopted Ordinance No. 2020-16, (such ordinance and any exhibits thereto together, the "PUD Ordinance"), attached hereto and incorporated herein by reference as **Exhibit A**, amending the zoning map of the Town of Bargersville with commitments to rezone the property described in **Exhibit B** (the "Real Estate") attached hereto and incorporated herein by reference, from R-1, R-2, and AG to PUD;

WHEREAS, the Developer intends to develop on the Real Estate, a residential community, with public streets, identification signage, and complimentary landscaping at the entranceway and with open spaces and with common areas for surface water management while also serving as open space, all for the benefit of such residential community;

WHEREAS, pursuant to the PUD Ordinance, the Real Estate is to be developed in accordance with certain development standards and prior commitments and the zoning ordinance of the Town of Bargersville (the "Zoning Ordinance");

WHEREAS, as of the date first written above, pursuant to Section 9-6(D)(2) of the Zoning Ordinance, prior to the issuance of any building permits or commencement of construction of any portion of the Real Estate, the Developer shall enter into an agreement with the Town, in recordable form, setting forth the Developer's obligations with respect to the Real Estate;

WHEREAS, a final development plan was approved by the Town of Bargersville Plan Commission, which is attached hereto and incorporated by reference as **Exhibit D**; and

NOW, THEREFORE, pursuant to the covenants, agreements, and pledges contained herein, the Developer and the Town do hereby agree that the Real Estate shall be developed in accordance with the provisions set forth herein:

- 1. Development Standards.** The Developer shall develop the Real Estate and construct all improvements thereon in accordance with the development standards set forth in the PUD Ordinance, including the commitments and any exhibits and modifications thereto, any conditions attached to the approval thereof, and the Zoning Ordinance including but not limited to road improvements/curb cuts, stormwater, public utilities, landscaping, lighting, sidewalks and non motorized paths and architecture.



2. **Commitment of Open Space Areas.** Provisions for irrevocably committing all designated open space areas for use by the public or occupants of the development shall be included by the Developer in declarations of covenants, conditions, easements and restrictions, deed restrictions, conveyances, or other means acceptable to the Town.

3. **Phasing.** The Real Estate is expected to be developed in eight (8) phases and each phase will be approved and governed through the Town of Bargersville's Subdivision Control Ordinance procedures, and the development of the Real Estate is anticipated to be completed by Spring 2026, as set forth in the Phasing Plan attached hereto as **Exhibit C**. Section 1 of Aberdeen has been completed, and is not part of this PUD.

4. **Remedies.** The parties acknowledge that monetary damages for a breach of this Agreement may be inadequate to compensate the Town. Accordingly, the parties expressly agree that, for so long as Developer owns any portion of the Real Estate, in the event of a violation of this Agreement, with respect to such violation, the Town shall be entitled to receive specific performance. Nothing herein shall be deemed a waiver of the Town's rights to seek enforcement of this Agreement or zoning approvals previously granted, to the extent otherwise authorized by law. Notwithstanding the foregoing, in the event there is a violation(s) or alleged violation(s) of the terms or conditions of this Agreement by the Developer, then the Town shall serve written notice upon the Developer setting forth the manner in which Developer has violated the Agreement, and such notice shall include a demand that the violation(s) be cured within a stated reasonable time period. Violation of this Agreement by the Developer shall be deemed a nuisance *per se*. Should a court of competent jurisdiction find the Developer to be in breach of any provision of this Agreement or the PUD approval (in whole or in part), then the Developer shall be required to reimburse the Town for its reasonable attorney fees and costs in connection with the enforcement of such breach. Additionally, the Town shall have the right to utilize stop work orders as appropriate for any violations. All of the remedies of the Town under this Agreement, the Town's Zoning Ordinance, and state law shall be deemed to be cumulative. In the event of default of this Agreement by the Developer, the Town shall be entitled to any remedies available at law or in equity. The remedies available to the Town in this Section 4 shall be binding on any successors in interest in the Real Estate to the Developer.

5. **Recording and Binding Effect.** This Agreement and the approved final development plan applicable to the Real Estate shall be binding on all successors in title as to the Real Estate (as well as any and all portions thereof), including but not limited to, successor developers and the purchasers and owners of any individual lot, parcel, or unit within the Real Estate. This Agreement shall be recorded in the Recorder's Office of Johnson County, Indiana.

6. **Miscellaneous.**

a. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and

this Agreement shall be constructed in all respects as if any invalid or unenforceable provision were omitted.

c. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the state of Indiana and shall be constructed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a state court with subject matter jurisdiction located in Johnson County, Indiana.

d. Headings and Recitals. The parties acknowledge and agree that the headings and subheadings in this Agreement are for convenience only and shall have no bearing or effect. The parties acknowledge and agree, however, that the recitals hereto are and shall be considered an integral part of this agreement proper to its correct understanding and interpretation.

e. Authorization. The parties affirm that their representatives executing this Agreement on their behalf are authorized to do so (and can fully bind their respective party) and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved. The Developer further affirms that it is not in default under the terms of any land contract for all or part of the Real Estate.

f. Fees. The Developer shall pay any and all applicable building permit, zoning, and other fees to the Town.

g. Changes to Final Development Plan. Any changes to the approved final development plan shall comply with the Zoning Ordinance.

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The rest of this page is intentionally left blank]

EXECUTED AND DELIVERED in my presence:

[Signature]
Signature of Witness

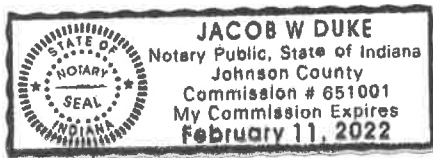
JEFF COX
Printed Name of Witness

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared JEFF COX, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, and who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Michael J. Duke, Member, Aberdeen Holdings LLC in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 3rd day of SEPTEMBER, 2020.

[Signature]
Notary Public
JACOB W. DUKE
Notary's name printed

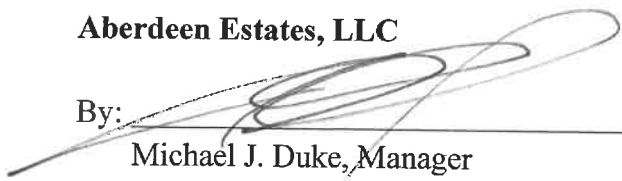


Commission Number 651001
My Commission Expires: 2/11/2022
Resident of JOHNSON County

IN WITNESS WHEREOF, the parties hereto have caused this Aberdeen Planned Unit Development Agreement to be executed on the day and year first written above.

Aberdeen Estates, LLC

By:




Michael J. Duke, Manager

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared Michael J. Duke, Manager, Aberdeen Estates LLC, who acknowledged the execution of the above and foregoing instrument for and on behalf of said limited liability company, and, who having been duly sworn, stated that any representations contained therein are true.

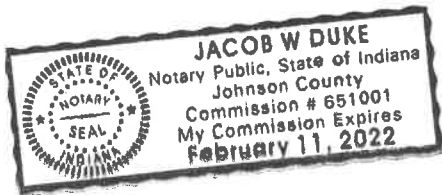
Witness my hand and Notarial Seal this 3rd day of SEPTEMBER, 2020.



Notary Public

JACOB W. DUKE

Notary's name printed



Commission Number 651001

My Commission Expires: 2/11/2022

Resident of JOHNSON County

EXECUTED AND DELIVERED in my presence:

[Signature]
Signature of Witness

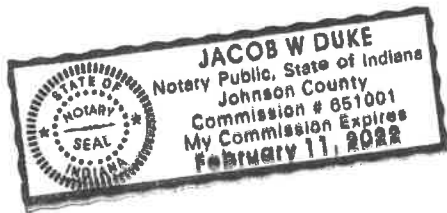
JEFF COX

Printed Name of Witness

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared JEFF COX, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, and who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Michael J. Duke, Manager, Aberdeen Estates, LLC in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 3rd day of SEPTEMBER, 2020.



[Signature]
Notary Public

JACOB W. DUKE
Notary's name printed

Commission Number 651001

My Commission Expires: 2/11/2022

Resident of JOHNSON County

IN WITNESS WHEREOF, the parties hereto have caused this Aberdeen Planned Unit Development Agreement to be executed on the day and year first written above.

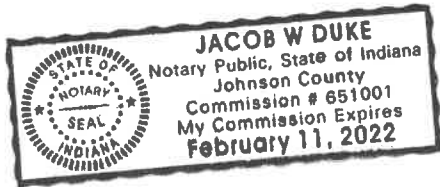
Scellato Farms, LLC

By: Robert Scellato
Robert Scellato, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Robert Scellato, President, Scellato Farms, LLC, who acknowledged the execution of the above and foregoing instrument for and on behalf of said limited liability company, and, who having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 3rd day of SEPTEMBER, 2020.



Jacob W. Duke
Notary Public

JACOB W. DUKE
Notary's name printed

Commission Number 651001

My Commission Expires: 2/11/2022

Resident of JOHNSON County

EXECUTED AND DELIVERED in my presence:

[Signature]
Signature of Witness

JEFF COX
Printed Name of Witness

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared JEFF COX, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, and who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Robert Scellato, President, Scellato Farms, LLC in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 3rd day of SEPTEMBER, 2020.

[Signature]
Notary Public
JACOB W. DUKE
Notary's name printed



Commission Number 651001
My Commission Expires: 2/11/2022
Resident of JOHNSON County

Town of Bargersville, Indiana

By: [Signature]
James Rumell, II, Town Council President

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared James Rumell, II, Town Council President, Town of Bargersville, Indiana, who acknowledged the execution of the above and foregoing instrument for and on behalf of the Town, and, who having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 8 day of September, 2020.



[Signature]
Notary Public
Nancy KeHL
Notary's name printed

Commission Number _____
My Commission Expires: March 9 2025
Resident of Johnson County

EXECUTED AND DELIVERED in my presence:

Ruth Ann Moore
Signature of Witness

Ruth Ann Moore
Printed Name of Witness

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for said County and State, personally appeared Ruth Ann Moore, being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, and who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by James Rumell, II, Town Council President, Town of Bargersville, Indiana in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 8 day of September, 2020.



Nancy Kehl
Notary Public
Nancy Kehl
Notary's name printed

Commission Number _____
My Commission Expires: March 9, 2025
Resident of Johnson County

This instrument was prepared by Michael A. Brockman, Attorney at Law, 201 N. Illinois St., Suite 1900, Indianapolis, IN 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. *Michael A. Brockman.*

Exhibit A
Ordinance No. 2020-16

(See Attached)

TOWN OF BARGERSVILLE, INDIANA

ORDINANCE No. 2020-16

AN ORDINANCE AMENDING AREAS ON THE ZONING MAP
OF THE TOWN OF BARGERSVILLE, IN TO PUD (Planned Unit Development)
(To be known as Aberdeen PUD)

WHEREAS, the Town of Bargersville, Indiana Plan Commission (referred to hereafter as the “Plan Commission”) is an advisory Plan Commission to the Town of Bargersville, Indiana (referred to hereafter as the “Town”), and has held a public hearing on the zoning proposal on July 21, 2020 and recommended to the Town that the property described in “Exhibit A” attached hereto, be rezoned to Planned Unit Development (PUD); and

WHEREAS, pursuant to Indiana Code § 36-7-4-602 the Plan Commission has certified its recommendation to the Town; and

WHEREAS, the property described in “Exhibit A” has recorded prior commitments in regard to land use and development via instrument number 2019-021557 (Ordinance 2019-11) and instrument number 2016-001118 (Ordinance 2016-02), and these commitments should continue to be applied to the property after the zoning map is amended; and

WHEREAS, the recommendation of the Plan Commission should be adopted, and the rezoning of the property described in “Exhibit A” should be approved with the development standards outlined in this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Town Council of Bargersville, Indiana that:

- I. **Zoning Map Amended:** The subject property described in Exhibit “A” is hereby rezoned to Planned Unit Development (PUD), with the development standards set forth in this Ordinance.
- II. **Development Standards:** The development standards described below shall serve as the development standards for the property described in Exhibit “A” known as the Aberdeen PUD.
 1. **Definitions and Rules of Construction**
 - 1.1 General Rules of Construction: The following general rules of construction and definitions shall apply to the Aberdeen PUD Ordinance.
 - A. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
 - B. The term “Zoning Ordinance” used herein shall mean the Town of Bargersville Zoning Ordinance, Effective July 20, 2015; Amended July 11, 2017, February 18, 2018, and May 26, 2020.
 - C. Any term not defined herein shall have the meanings as set forth in the Zoning Ordinance in effect on the date of the enactment of this ordinance.
 - D. Words used in the present tense include the past and future tenses, and the future the present.
 - E. The word “shall” indicates a mandatory requirement, while the word “may” indicates a permissive requirement.
 - F. Any development standard not specifically addressed in this Ordinance shall comply with the standards as set forth in the Zoning Ordinance.
 - 1.2 Definitions: Terms used in this ordinance shall have the meanings as stated in Chapter 21 of the Town of Bargersville Zoning Ordinance, unless otherwise defined in this ordinance.
 - A. Roadside Stands: A temporary structure, not permanently affixed to the ground, and is readily removable in its entirety, which is used solely for the display or sale of farm products produced on the premises upon which such stand is located.

2. **Permitted Primary Uses:** The following uses shall be considered permitted and special exception uses within the Aberdeen PUD.

2-1 Areas Defined: Residential & Agricultural areas shall contain the following lots corresponding to the Primary Plat (Case Number PLAT-000255-2020, Exhibit "H" attached hereto)

- A. Area 1: Lots 19 – 61, 126 – 140, 182 – 271, and Lot 285
- B. Area 2: Lots 88 – 125 and 141 – 181
- C. Area 3: Lots 62 – 87
- D. Area 4: Lots 272 – 284
- E. AgriHood: Block A

2-2 Residential Areas (Area 1, 2, 3, & 4 as identified in "Exhibit B" attached hereto): All permitted and special exception uses shall be consistent with uses as follows.

- A. Permitted Uses (Uses Permitted by Right without additional approvals by the Town):
 - i. Dwellings, Single Family Detached
 - ii. Accessory Uses and Structures
 - iii. Home Occupations
 - iv. Recreational development or facilities owned and operated by the Controlling Developer, including clubhouses, parks, pools, ball courts, and other recreational spaces and recreational buildings.
- B. Special Exception Uses (Uses that require additional review and approval by the Board of Zoning Appeals):
 - i. Bed and Breakfast
 - ii. Churches and Customary Related Uses
 - iii. Schools (Elementary, Middle, and High)
 - iv. Private Water and Sanitary Sewer Facilities

2-3 Agricultural Area as identified in "Exhibit B" attached hereto: All permitted and special exception uses shall be consistent with the uses as follows.

- A. Permitted Uses (Uses Permitted by Right without additional approvals by the Town):
 - i. Farms
 - ii. Greenhouses and Nurseries (not including retail sales)
 - iii. Riding Stables and Academies
 - iv. Roadside Stands
 - v. Veterinary Clinics
 - vi. Accessory Uses and Structures
 - vii. Private Water and Sanitary Sewer Facilities
 - viii. Recreational development or facilities owned and operated by the Controlling Developer, including clubhouses, parks, pools, ball courts, and other recreational spaces and recreational buildings.
- B. Special Exception Uses (Uses that require additional review and approval by the Board of Zoning Appeals):
 - i. Agri-Business
 - ii. Bed and Breakfasts

3 **Permitted Accessory Structures and Uses:** All accessory structures and accessory uses permitted in the R1 (Residential) zoning district shall be permitted in the residential areas (identified as Area 1, 2, 3, and 4 in Exhibit B) and all accessory structures and accessory uses permitted in the AG (Agricultural) zoning district shall be permitted in the Agri-hood area (identified in Exhibit B). Detached accessory structures shall have on all sides the same architectural features or shall be architecturally compatible in terms of design, materials, and color with the principal building(s) with which it is associated.

4. **Platting:** The platting of the Real Estate into smaller tracts shall be permitted, so long as the proposed plat complies with the area requirements set forth in this Ordinance, and the creation of a new property line within the Real Estate shall not impose or establish new development standards beyond those specified for the entirety of the Real Estate. The development of any parcel shall conform to the rules and procedures specified in the Town of Bargersville Subdivision Control Ordinance, all applicable Primary Plats, and Development Plans which are approved or amended per the terms and all other applicable requirements contained within this Ordinance.

5. **Residential Development Standards:** The following development standards shall apply to all residential areas (identified as Areas 1, 2, 3, and 4 in Exhibit B).

5-1 General Standards

- A. The Gross Residential Density for the entirety of the development shall not exceed 0.799 units per acre. The maximum number of units for the Aberdeen PUD shall not exceed 267 units.
- B. A dwelling may be utilized as a staffed model home, including temporary sales office subject to the provisions of Section 10-5(F) of the Zoning Ordinance.
- C. Fences and walls shall comply with the provisions set forth in Section 10-1(B) of the Zoning Ordinance.

5-2 Height, Area, and Square Footage Requirements.

- A. Minimum Lot Area:
- i. Area 1: 20,000 sqft
 - ii. Area 2: 12,000 sqft
 - iii. Area 3: 12,000 sqft
 - iv. Area 4: 20,000 sqft.
- B. Minimum Front Yard Setback Lines (Measured from the Right-of-Way or Access Easement in the case of private roadways):
- i. Area 1: 30 feet
 - ii. Area 2: 25 feet
 - iii. Area 3: 25 feet
 - iv. Area 4: 30 feet
- C. Minimum Side Yard Setback Lines:
- i. Area 1: 10 feet
 - ii. Area 2: 10 feet
 - iii. Area 3: 8 feet
 - iv. Area 4: 10 feet
- D. Minimum Rear Yard Setback Lines
- i. Area 1: 25 feet
 - ii. Area 2: 20 feet
 - iii. Area 3: 20 feet
 - iv. Area 4: 20 feet
- E. Minimum Lot Width at the Building Line:
- i. Area 1: 90 feet
 - ii. Area 2: 80 feet
 - iii. Area 3: 70 feet
 - iv. Area 4: 80 feet
- F. Maximum Building Height:
- i. Area 1: 40 feet
 - ii. Area 2: 35 feet
 - iii. Area 3: 35 feet
 - iv. Area 4: 40 feet

G. Maximum Lot Coverage:

- i. Area 1: 40%
- ii. Area 2: 40%
- iii. Area 3: 40%
- iv. Area 4: 40%

H. Minimum Floor Area:

- i. Area 1: Single Story 1,800 sqft – Multi-Story (Ground Floor / Total) 1,400 sqft / 2,200 sqft
- ii. Area 2: Single Story 1,600 sqft – Multi-Story (Ground Floor / Total) 1,200 sqft / 2,000 sqft
- iii. Area 3: Single Story 1,400 sqft – Multi-Story (Ground Floor / Total) 1,100 sqft / 1,800 sqft
- iv. Area 4: Single Story 1,800 sqft – Multi-Story (Ground Floor / Total) 1,400 sqft / 2,200 sqft

5-3 Easements and Setbacks: Buildings shall not be permitted to encroach into easements and / or setbacks. Any such encroachment will require a variance from this standard granted by the Bargserville Board of Zoning Appeals.

6. **Architectural Design Requirements:** Single Family Detached residential primary and accessory structures shall meet the provisions set forth in Section 15-3 of the Zoning Ordinance. Vinyl and aluminum siding shall be prohibited as siding materials on any structures constructed within the real estate. Attached hereto and incorporated herein by reference as Exhibits "C" are typical images, renderings, and elevations, depicting the character of single family detached dwellings to be constructed upon the real estate. Aberdeen will be a true custom home development where each home is designed specifically for the buyer, or end user, and must meet non-repetitive design characteristics.

7. **Landscaping and Open Space Requirements:**

7-1 The landscape plan shall be consistent with the commitments recorded in instruments 2019-021557 and 2016-001118. All landscaping and buffer yards shall comply with Chapter XIV of the Zoning Ordinance as well as the following, additional, standards stated below and illustrated in Exhibit "D" attached hereto.

- A. Southern boundary of Parcel 41-04-32-011-001.000-054 located within the Real Estate, extending approximately 400 feet east from the southwestern corner of said parcel; additional buffering shall include mounding (between 3 feet and 4 feet in height) along with evergreen trees at a ratio of 1 tree for every 15 linear feet of boundary,
- B. Southern boundary of Parcel 41-04-33-011-001.000-054 which is not included in the real estate shall include mounding (between 3 feet and 4 feet in height) along with evergreen trees at a ratio of 1 tree for every 15 linear feet of boundary,
- C. A tree preservation area (a minimum of 10 feet in width) shall be established on the southern boundary of the real estate where it adjoins the northern boundary of parcel 41-04-33-014-004.000-039.

7-2 A full landscape plan shall be submitted with secondary plat and / or development plan. The landscape plan shall include, at minimum, the following:

- A. Location and spacing of existing and proposed plant material.
- B. Types of plant material identified by botanical and common names.
- C. Size of material, in diameter and height, at installation.
- D. Quantity of each of the planting materials to be installed.
- E. Methods of protecting landscaped area.

7-3 Landscaping Standards: All materials that are planted shall meet the standards set forth in Section 14-2 of the Zoning Ordinance.

7-4 Open Space: The development shall incorporate a minimum of 67.05 Acres of open space, not including required detention / retention ponds at normal pool elevation, shown in Exhibit "E" attached hereto.

8. **Signs:** Signage throughout the development shall be governed by Chapter XIII of the Zoning Ordinance.

9. **Transportation:**

9-1 Private Roads: The internal roadway network and sidewalks within the real estate shall remain private and be the responsibility of the controlling interest of the real estate.

9-2 Access:

- A. Any driveway access into the real estate from County Road 350 North shall be located a minimum of 130 feet from the western property line along the County Road 350 North right-of-way; said property line also being the eastern line of parcel 41-04-336-024-001.000-054.
- B. Any entrance to the agricultural area from County Road 350 North shall be restricted to the agricultural residence and farm, farm equipment, and maintenance equipment only. No access by construction traffic, residential traffic or any other public access to the Aberdeen PUD. Access by construction traffic, residential or any other public access from County Road 350 North to the Aberdeen PUD shall be restricted to emergency access only.
- C. Construction traffic into the real estate shall be restricted to entrances off Morgantown Road and County Road 625 West and shall be restricted to equipment and vehicles for the purposes of performing overall Aberdeen site development, construction, and individual home construction. Public access and residential access through the County Road 625 West entrance shall be limited to emergency access only until completion of all road improvements per the Town of Bargsville Construction standards and shall serve as the additional entrance required for development with more than 50 home sites. Said entrance shall be constructed of a gravel base and sealed with an asphalt sealer or a dust sealant product prior to the issuance of the 50th Certificate of Occupancy in the development.
- D. The entrance to the real estate from County Road 625 West shall be constructed to the specifications of a local roadway (as determined by the most recent version of the Town of Bargsville Construction Standards) at or before the issuance of the 200th Certificate of Occupancy in the development.
- E. Work at the entrance to the real estate from County Road 625 West shall be constructed to the standards of the Johnson County Highway Department and the Town of Bargsville when this access is installed.

- III. **Prior Commitments:** The commitments recorded under instrument numbers 2019-021557 and 2016-001118 shall continue to be in full force and effect, are hereby incorporated into this amendment, and are attached hereto as Exhibit "F" and Exhibit "G" respectively.
- IV. **Waivers:** Any and all future waiver requests which may be requested in the future shall be recorded and shall cross reference this ordinance.
- V. **Development Procedure:** The development of the real estate shall follow the methods and processes adopted by the Plan Commission as prescribed in the Town of Bargsville Zoning Ordinance and Subdivision Control Ordinance. Therefore a primary plat, secondary plat, and development plan approval shall be required prior to issuance of an Improvement Location Permit for the Aberdeen PUD.
- VI. **Variances:** The Bargsville Board of Zoning Appeals may authorize Variances from the terms of this Ordinance subject to the procedure prescribed in Chapter XX of the Zoning Ordinance.
- VII. **Violations and Enforcement:** All violations and enforcement of this ordinance shall be subject to Chapter XVII of the Zoning Ordinance.
- VIII. **Construction of Clause Headings:** The clause headings appearing in this ordinance have been provided for convenience and reference, and do not purport and will not be deemed to define, limit, or extend the scope or intent of the clauses to which the headings pertain.
- IX. **Exhibits:** All of the Exhibits (A thru J) on the following pages area attached to this Ordinance, are incorporated by reference into this Aberdeen PUD Ordinance and are part of this Ordinance.
- X. **Severability of Provisions:** If any part of this ordinance is held to be invalid, such part will be deemed severable and its validity will have no effect upon the remaining provisions of this ordinance.
- XI. **Duration and Effective Date:** The provisions set forth in this ordinance become and will remain in full force and effect (until their repeal by ordinance) on the day of passage and adoption of this ordinance by signature of the Town Council.

Introduced on the 28th day of July, 2020


Duly Passed on this 25th day of August, 2020 by the Common Council of the Town of Bargersville, Johnson County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

Town of Bargersville, Indiana, by its Common Council


AYES



R. Dustin Doyle, President



James Rumell III, Vice President



Andrew Greenwood



Ruth Ann Moore



Susie Qualls

NAYES

R. Dustin Doyle, President

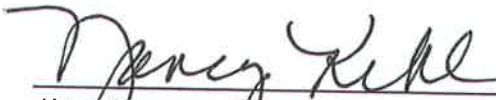
James Rumell, Vice President

Andrew Greenwood

Ruth Ann Moore

Susie Qualls

ATTEST:



Nancy Kehl, Clerk-Treasurer

Ordinance Prepared By:
Joseph Csikos, Director of Development
Town of Bargersville, Indiana

EXHIBIT "A"
Legal Description

PART OF THE SOUTH HALF OF SECTION 28, PART OF THE NORTHEAST QUARTER OF SECTION 32 AND PART OF THE NORTH HALF OF SECTION 33, ALL IN TOWNSHIP 13 NORTH, RANGE 3 EAST, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 01 MINUTE 43 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2013.70 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 36 SECONDS WEST A DISTANCE OF 70.01 FEET TO THE SOUTHWEST CORNER OF ABERDEEN SUBDIVISION SECTION 1, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 2018-027530 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA AND THE **PLACE OF BEGINNING**; THENCE CONTINUING SOUTH 88 DEGREES 53 MINUTES 36 SECONDS WEST A DISTANCE OF 1277.26 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 675.93 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 49 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1343.79 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER A DISTANCE OF 1233.78 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 431.77 FEET; THENCE NORTH 01 DEGREE 10 MINUTES 53 SECONDS EAST A DISTANCE OF 445.10 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 924.55 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 542.55 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 05 SECONDS WEST A DISTANCE OF 673.30 FEET TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1466.87 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 05 SECONDS WEST A DISTANCE OF 673.13 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 195.14 FEET; 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THENCE NORTH 00 DEGREES 16 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1683.15 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 64.38 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 297.71 FEET; THENCE NORTH 68 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 129.56 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 138.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 60.82 FEET; THENCE NORTH 25 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 171.23 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 20.15 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 28 MINUTES 12 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 807.43 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 34 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 801.89 FEET TO THE CENTER LINE OF A CREEK; THENCE ALONG SAID CENTER LINE THE FOLLOWING TWENTY-NINE COURSES: 1) SOUTH 40 DEGREES 17 MINUTES 41 SECONDS WEST A DISTANCE OF 65.83 FEET; 2) SOUTH 03 DEGREES 10 MINUTES 19 SECONDS WEST A DISTANCE OF 56.09 FEET; 3) SOUTH 32 DEGREES 24 MINUTES 06 SECONDS WEST A DISTANCE OF 93.23 FEET; 4) SOUTH 10 DEGREES 34 MINUTES 34 SECONDS EAST A DISTANCE OF 23.57 FEET; 5) SOUTH 16 DEGREES 07 MINUTES 05 SECONDS WEST A DISTANCE OF 25.46 FEET; 6) SOUTH 57 DEGREES 06 MINUTES 53 SECONDS WEST A DISTANCE OF 31.33 FEET; 7) NORTH 57 DEGREES 56 MINUTES 23 SECONDS WEST A DISTANCE OF 27.70 FEET; 8) SOUTH 66 DEGREES 03 MINUTES 45 SECONDS WEST A DISTANCE OF 14.81 FEET; 9) SOUTH 08 DEGREES 13 MINUTES 17 SECONDS EAST A DISTANCE OF 19.07 FEET; 10) SOUTH 81 DEGREES 27 MINUTES 16 SECONDS WEST A DISTANCE OF 19.12 FEET; 11) SOUTH 29 DEGREES 44 MINUTES 41 SECONDS WEST A DISTANCE OF 30.32 FEET; 12) SOUTH 48 DEGREES 55 MINUTES 25 SECONDS WEST A DISTANCE OF 24.12 FEET; 13) SOUTH 01 DEGREE 14 MINUTES 08 SECONDS EAST A DISTANCE OF 29.35 FEET; 14) SOUTH 55 DEGREES 03 MINUTES 55 SECONDS WEST A DISTANCE OF 42.53 FEET; 15) SOUTH 07 DE-

GREES 51 MINUTES 30 SECONDS WEST A DISTANCE OF 50.86 FEET; 16) SOUTH 22 DEGREES 06 MINUTES 07 SECONDS WEST A DISTANCE OF 38.25 FEET; 17) SOUTH 75 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 69.62 FEET; 18) NORTH 52 DEGREES 19 MINUTES 41 SECONDS EAST A DISTANCE OF 59.56 FEET; 19) NORTH 74 DEGREES 31 MINUTES 47 SECONDS EAST A DISTANCE OF 119.14 FEET; 20) SOUTH 63 DEGREES 57 MINUTES 24 SECONDS EAST A DISTANCE OF 42.24 FEET; 21) SOUTH 29 DEGREES 23 MINUTES 11 SECONDS EAST A DISTANCE OF 28.17 FEET; 22) SOUTH 86 DEGREES 31 MINUTES 22 SECONDS EAST A DISTANCE OF 46.92 FEET; 23) NORTH 73 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 53.88 FEET; 24) NORTH 58 DEGREES 37 MINUTES 24 SECONDS EAST A DISTANCE OF 82.59 FEET; 25) NORTH 89 DEGREES 27 MINUTES 05 SECONDS EAST A DISTANCE OF 62.62 FEET; 26) SOUTH 69 DEGREES 08 MINUTES 17 SECONDS EAST A DISTANCE OF 40.79 FEET; 27) NORTH 85 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 83.64 FEET; 28) SOUTH 77 DEGREES 05 MINUTES 21 SECONDS EAST A DISTANCE OF 72.84 FEET; 29) SOUTH 72 DEGREES 20 MINUTES 58 SECONDS EAST A DISTANCE OF 98.39 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 12 MINUTES 34 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 2225.34 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF AND THE NORTHWEST CORNER OF SAID ABERDEEN SUBDIVISION SECTION 1; THENCE ALONG SAID ABERDEEN SUBDIVISION SECTION 1 THE FOLLOWING TWENTY-THREE COURSES: 1) SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST A DISTANCE OF 178.39 FEET; 2) SOUTH 50 DEGREES 42 MINUTES 50 SECONDS EAST A DISTANCE OF 87.45 FEET; 3) SOUTH 65 DEGREES 42 MINUTES 27 SECONDS WEST A DISTANCE OF 104.49 FEET; 4) SOUTH 59 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 197.53 FEET; 5) SOUTH 10 DEGREES 07 MINUTES 09 SECONDS EAST A DISTANCE OF 58.14 FEET; 6) SOUTH 22 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 94.51 FEET; 7) SOUTH 82 DEGREES 21 MINUTES 33 SECONDS EAST A DISTANCE OF 33.60 FEET; 8) NORTH 66 DEGREES 05 MINUTES 57 SECONDS EAST A DISTANCE OF 92.41 FEET; 9) NORTH 86 DEGREES 46 MINUTES 07 SECONDS EAST A DISTANCE OF 79.68 FEET; 10) SOUTH 72 DEGREES 10 MINUTES 44 SECONDS EAST A DISTANCE OF 105.83 FEET; 11) SOUTH 35 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 73.94 FEET; 12) SOUTH 09 DEGREES 24 MINUTES 55 SECONDS EAST A DISTANCE OF 247.07 FEET; 13) SOUTH 08 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 38.13 FEET; 14) SOUTH 12 DEGREES 36 MINUTES 53 SECONDS WEST A DISTANCE OF 285.50 FEET; 15) SOUTH 01 DEGREE 49 MINUTES 46 SECONDS WEST A DISTANCE OF 197.86 FEET; 16) SOUTH 89 DEGREES 36 MINUTES 53 SECONDS EAST A DISTANCE OF 25.20 FEET; 17) NORTH 88 DEGREES 56 MINUTES 28 SECONDS EAST A DISTANCE OF 160.59 FEET; 18) SOUTH 01 DEGREE 03 MINUTES 32 SECONDS EAST A DISTANCE OF 230.96 FEET; 19) NORTH 89 DEGREES 10 MINUTES 33 SECONDS EAST A DISTANCE OF 60.00 FEET; 20) NORTH 88 DEGREES 57 MINUTES 11 SECONDS EAST A DISTANCE OF 285.00 FEET; 21) NORTH 80 DEGREES 47 MINUTES 29 SECONDS EAST A DISTANCE OF 164.61 FEET; 22) SOUTH 89 DEGREES 57 MINUTES 43 SECONDS EAST A DISTANCE OF 157.97 FEET; 23) SOUTH 00 DEGREES 01 MINUTE 43 SECONDS WEST A DISTANCE OF 455.49 FEET TO THE **PLACE OF BEGINNING**.

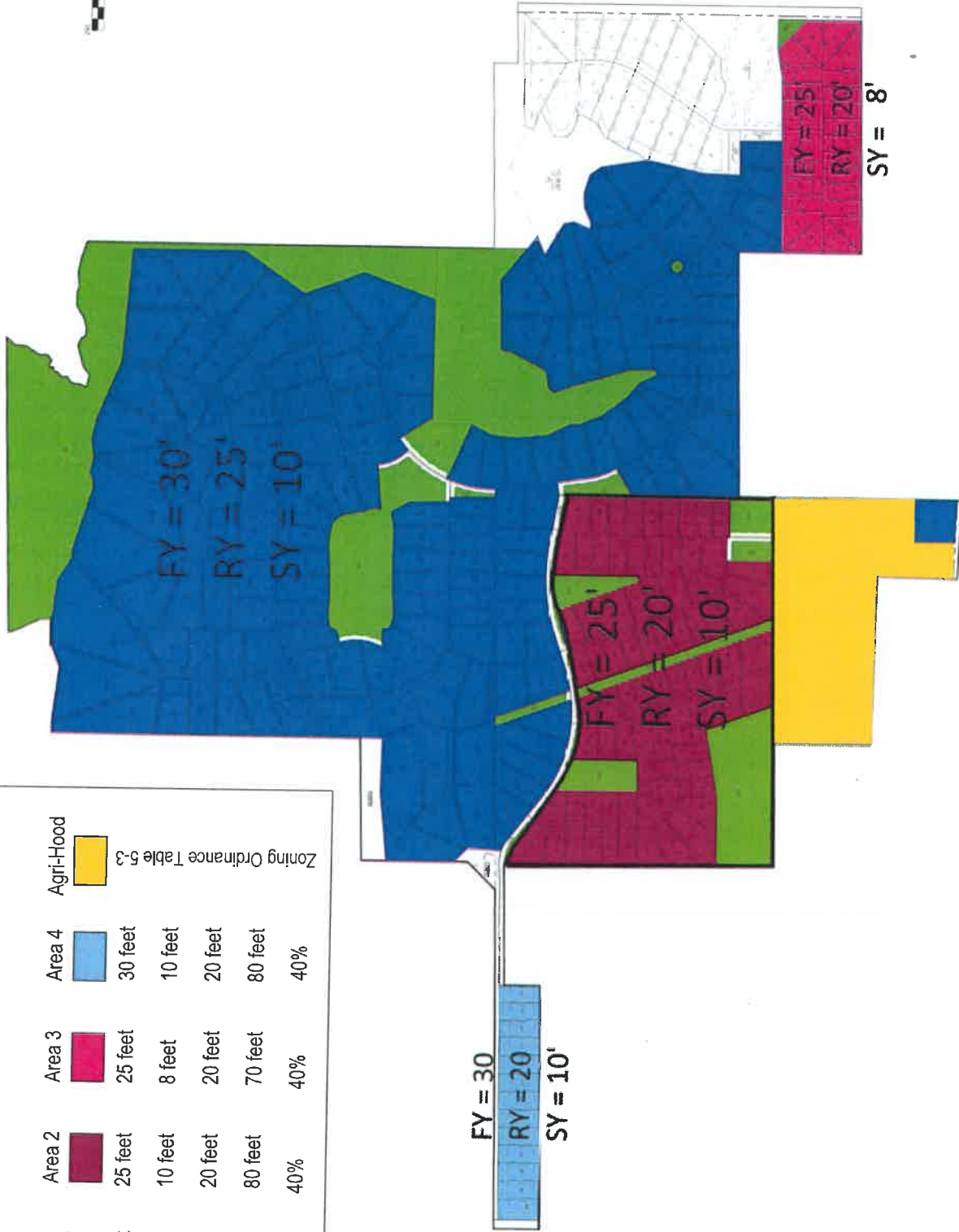
CONTAINING 334.075 ACRES, MORE OR LESS.

EXHIBIT "B"



LOT DEVELOPMENT STANDARDS

	Area 1	Area 2	Area 3	Area 4	Agri-Hood
Front:	30 feet	25 feet	25 feet	30 feet	Zoning Ordinance Table 5-3
Side:	10 feet	10 feet	8 feet	10 feet	
Rear:	25 feet	20 feet	20 feet	20 feet	
Lot Width:	90 feet	80 feet	70 feet	80 feet	
Max Cover:	40%	40%	40%	40%	



CHARACTER EXHIBIT: SINGLE FAMILY ATTACHED RESIDENTIAL

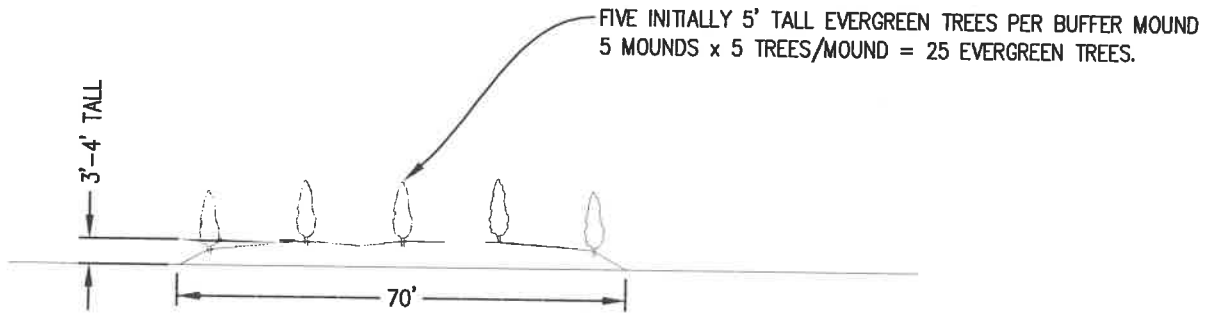
(Examples are all custom homes built within the past several years by Duke Homes in the local community)



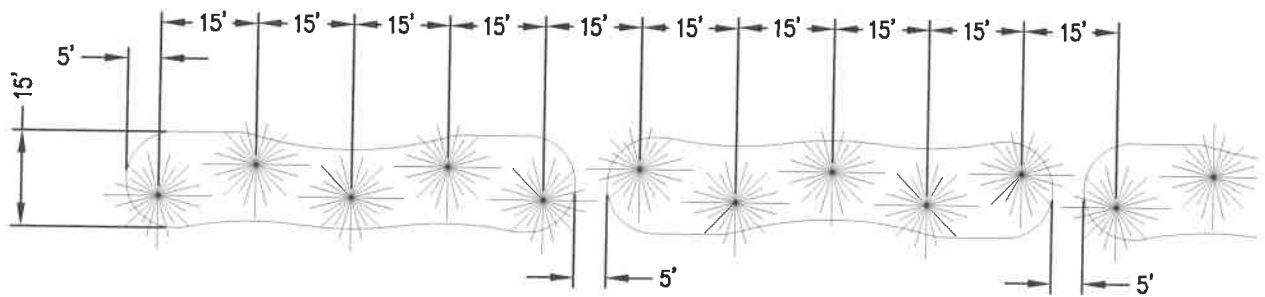


Landscape Buffer

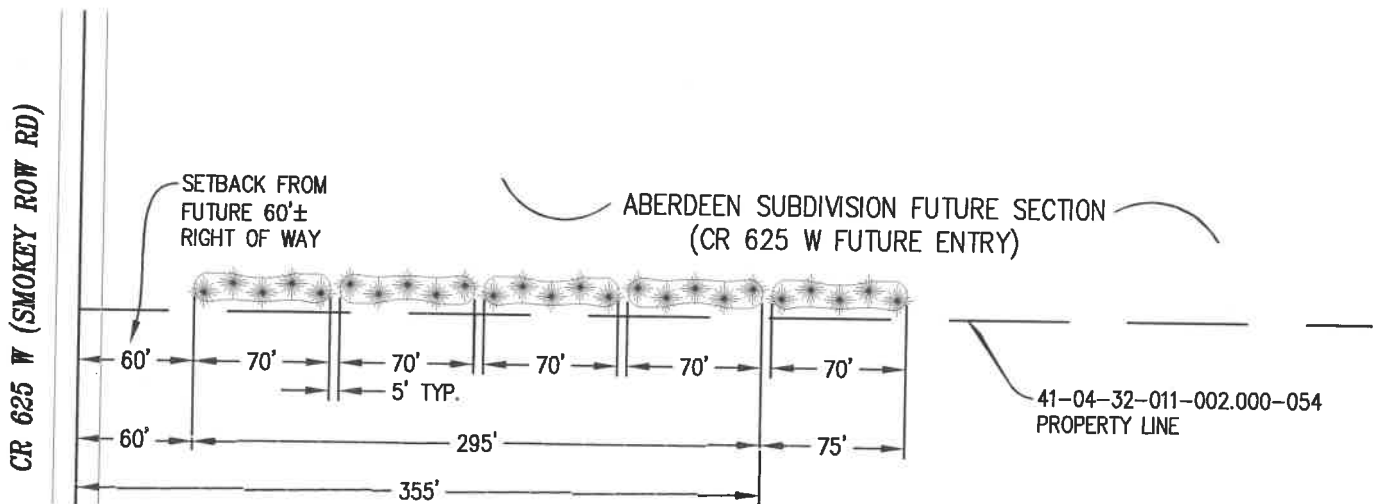
ABERDEEN SUBDIVISION—(CR 625 W FUTURE ENTRY)
LANDSCAPE BUFFER COMMITMENT DETAILS



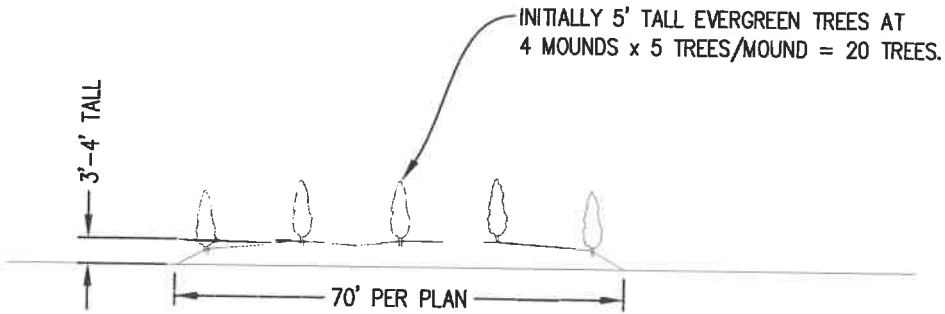
TYPICAL MOUND DETAIL—(SECTION VIEW)



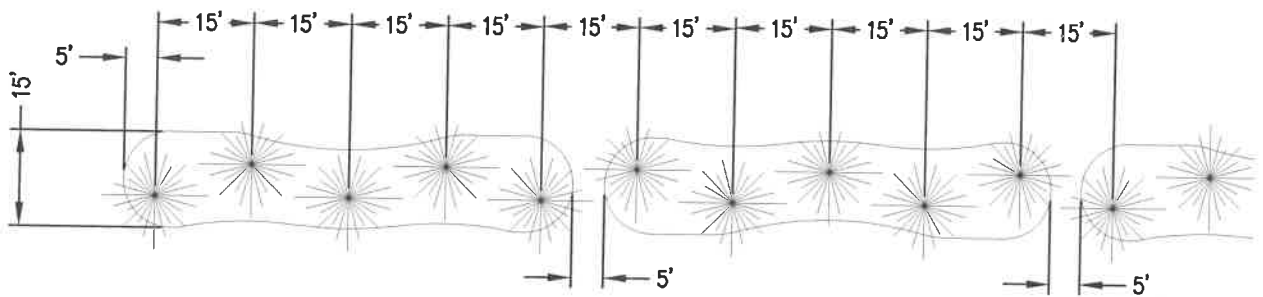
TYPICAL MOUND DETAIL—(PLAN VIEW)



ABERDEEN SUBDIVISION—(ADJACENT TO PARCEL 41-04-33-011-001.000-054)
LANDSCAPE BUFFER COMMITMENT DETAILS



TYPICAL MOUND DETAIL—(SECTION VIEW)



TYPICAL MOUND DETAIL—(PLAN VIEW)

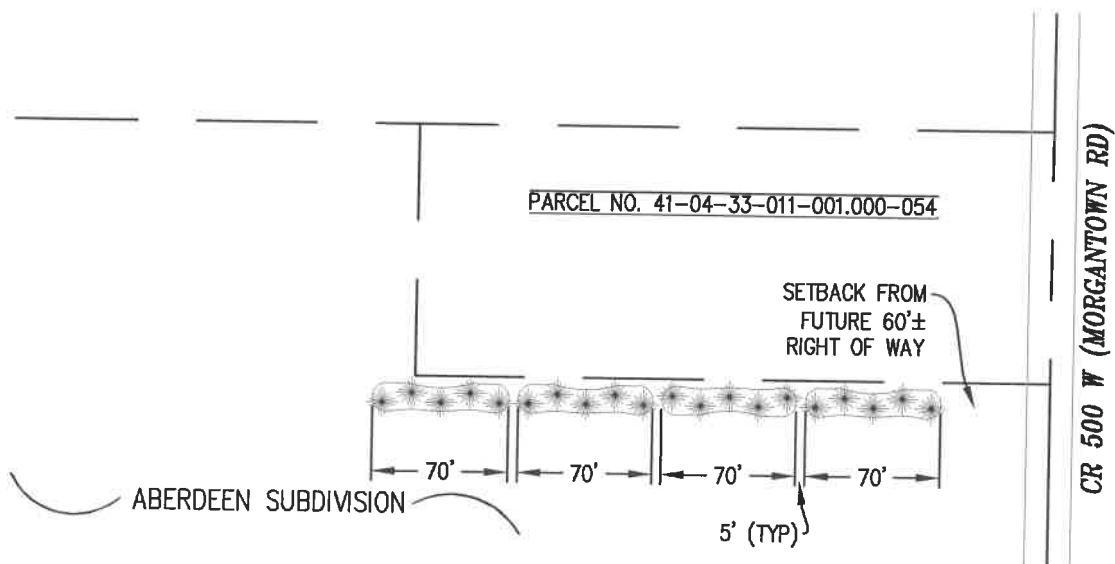
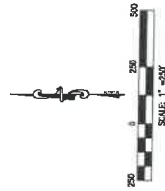


EXHIBIT 'E' - Open Space

Common Area	Gross	Normal Pool	Access Easement	Open Space
5	580,698	291,119	9,550	289,579
6	36,778			27,228
7	3,184			3,184
8	71,336		8,502	62,834
9	1,025,099			1,025,099
10	325,704	207,053	20,317	97,834
11	15,224			15,224
12	21,388			21,388
13	28,124			28,124
14	262,565	133,418	24,717	104,430
15	88,172		15,100	73,072
16	71,716		14,792	56,924
17	77,789		17,651	60,138
18	7,292		5,119	2,173
19	31,724		8,790	22,934
20	50,735		5,610	44,925
21	12,476			12,476
BLOCK A	893,410			893,410
BLOCK B	79,491			79,491
TOTAL "USEABLE" CA (AC)	2,920,867			67.05



COMMITMENTS CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE

Aberdeen Holdings LLC, (HEREAFTER THE "OWNERS"), the owners of certain real estate located in Johnson County, Indiana, and described in what is attached hereto herein referenced as Exhibit "A" (hereafter the "Real Estate"), makes the following commitments (hereafter the "Commitments") to the Advisory Plan Commission of the Town of Bargersville, Indiana (hereafter the "Plan Commission") and to the Town Council of Bargersville, Indiana (hereafter the Council").

Section 1.

1. **Bargersville Cross References.** These Commitments are made in connection with approvals obtained under Docket Number RZNE-000195-2019 and Ordinance Number 2019-11.
2. **Cross Reference Document:** Deed Instrument Number: 2018-027105

Section 2. Commitments.

1. The internal roadway network and sidewalks within the Real Estate shall remain private and be the responsibility of the controlling interest of the Real Estate.
2. The Real Estate shall not have more than ninety-four (94) lots.
3. No vinyl or aluminum siding shall be considered as acceptable building materials on any structures constructed within the Real Estate.
4. Any driveway access into the parent parcel, cross referenced herein, off of 350 N shall be located a minimum of 130 feet from the western property line about the 350 N right-of-way frontage; said property line also being the eastern line of Parcel No. 41-04-33-024-001.000-054.
5. Entrance to the agricultural area from 350 N shall be restricted to the agricultural area residence and farm, farm equipment, and maintenance equipment only. No access by construction traffic, residential traffic or any other public access to the Aberdeen neighborhood. Access by construction traffic, residential or any other public access from 350 N to the Aberdeen neighborhood shall be limited to emergency access only.
6. Construction traffic into the Real Estate shall be restricted to entrances off Morgantown Road and 625 W and shall be restricted to equipment and vehicles for the purposes of performing overall Aberdeen site development construction and individual home construction. Public access and residential access through the 625 W entrance shall be limited to emergency access only until completion of all road improvements per Town of Bargersville Construction standards and shall serve as the additional entrance required for developments with more than fifty (50) home sites.
7. The work in the right-of-way at the entrance to the real estate off of 625 W shall be built to the standards of the Johnson County Highway Department and Town of Bargersville when this access lane is installed. All future waiver requests which may be requested in the future shall be recorded and shall cross-reference these commitments.

Section 3. When Commitments Effective

The Commitments contained herein shall be effective upon the occurrence of all of the following events:

- (1) The adoption of an Ordinance by the Council assigning the requested R2 zoning classification to the real estate;
- (2) The Rezoning Ordinance shall not be effective until these Commitments are recorded with the Johnson County Recorder's Office.

Section 4. Recording.

The undersigned authorizes the Secretary of the Commission to record these Commitments in the Office of the Recorder of Johnson County, Indiana and shall run with the land.

EXHIBIT "G"
Instrument No. 2016-001118

Doc ID: 007470540006 Type: MIS
Kind: MISCELLANEOUS
Recorded: 01/19/2016 at 01:11:51 PM
Fee Amt: \$24.00 Page 1 of 6
Workflow# 000018185-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder
File **2016-001118**

**COMMITMENTS CONCERNING THE USE
AND DEVELOPMENT OF REAL ESTATE**

Scellato Farms, LLC and Aberdeen Estates LLC, (HEREAFTER THE "OWNERS"), the owners of certain real estate located in Johnson County, Indiana, and described in what is attached hereto herein referenced as Exhibit "A" (hereafter the "Real Estate"), makes the following commitments (hereafter the "Commitments") to the Advisory Plan Commission of the Town of Bargersville, Indiana (hereafter the "Plan Commission") and to the Town Council of Bargersville, Indiana (hereafter the Council").

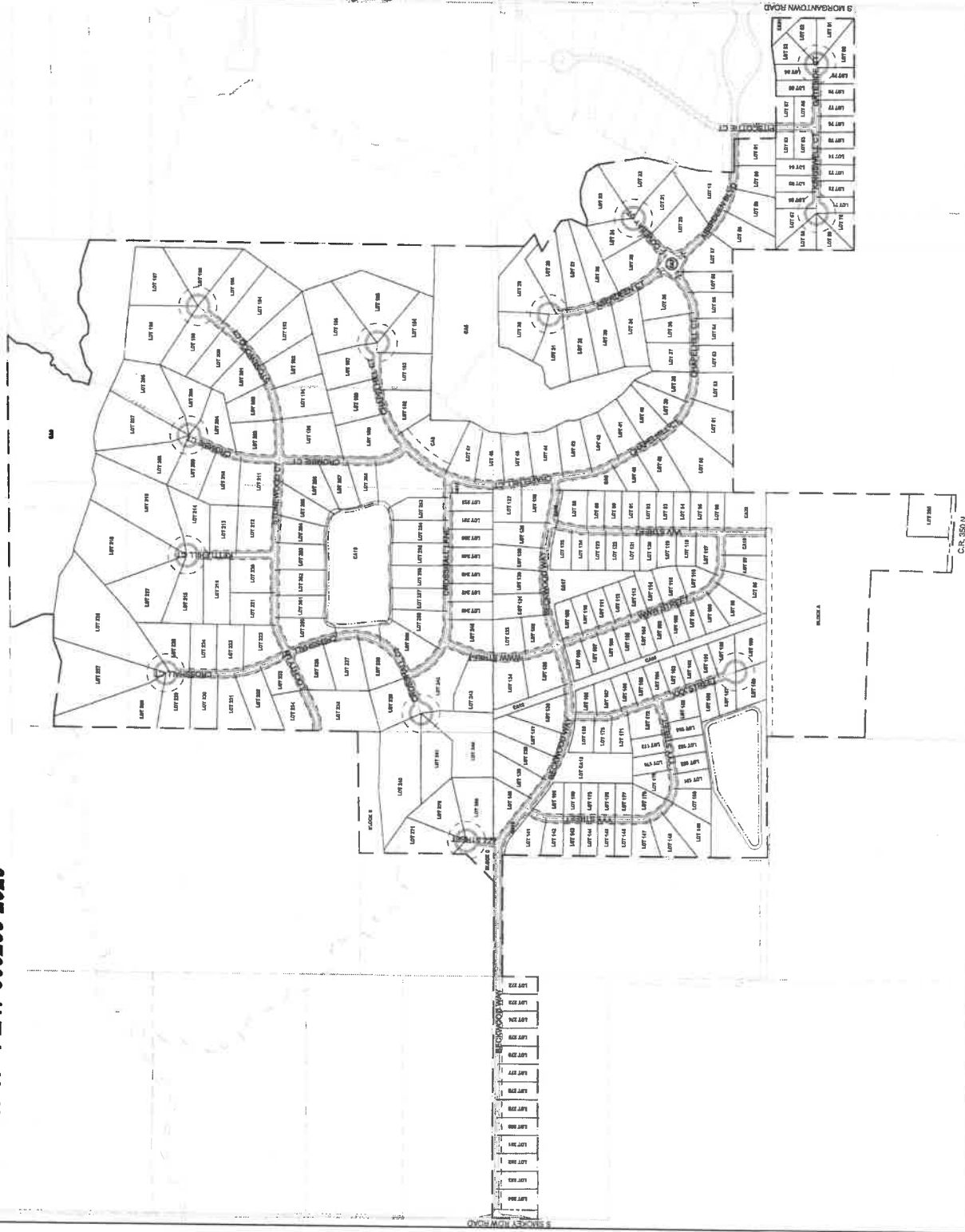
Section 1.

1. **Bargersville Cross References.** These Commitments are made in connection with approvals obtained under Docket Number PC 15-011 and Ordinance Number 2016-02.
2. **Cross Reference Document:** Deed Instrument Number: 2002-002012
Deed Instrument Number: 2002-002013
Deed Instrument Number: 2015-027737

Section 2. Commitments.

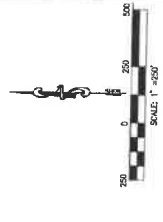
1. A secondary entrance into the Real Estate shall be constructed prior to the issuance of the building permit for the fiftieth (50th) unit within the development.
2. The Multi-Use paths per the Multi-modal Transportation System Recommendations listed within the February 2013 Town of Bargersville Comprehensive Plan shall be constructed about Morgantown Road and Smokey Row Road at such time as each respective road frontage is developed.
3. The internal roadway network and sidewalks within the Real Estate shall remain private and be the responsibility of the controlling interest of the Real Estate.
4. The Real Estate shall not have more than two hundred twenty (220) lots.
5. There shall be landscape buffering, in addition to those required by the Bargersville Zoning Ordinance, along the southern boundary of parcel 41-04-32-011-001.000-054, included within the Real Estate, extending approximately 400' east from the southwestern corner of said parcel. The additional buffer shall include 3' to 4' high mounding with evergreen trees a minimum of 5' tall and a minimum of one (1) tree per fifteen (15) linear feet and shall generally conform to the detail provided in Exhibit "B". The installation of the buffer shall occur only at such time as the specific parcel is developed.
6. There shall be landscape buffering located on the Real Estate, in addition to those required by the Bargersville Zoning Ordinance, along southern boundary of parcel 41-04-33-011-001.000-054 which is not included within the Real Estate. The additional buffer shall include 3' to 4' high mounding with evergreen trees a minimum of 5' tall and a minimum of one (1) tree per fifteen (15) linear feet and shall generally conform to the detail provided in Exhibit "C". The installation of the buffer shall occur only at such time as the adjacent property is developed.
7. A ten (10) foot wide tree preservation area shall be established about the southern boundary of the Real Estate where it adjoins the northern boundary of parcel 41-04-33-014-004.000-039, which is not included within the Real Estate.
8. No vinyl or aluminum siding shall be considered as acceptable building materials on any structures constructed within the Real Estate.

EXHIBIT 'H' - PLAT-000255-2020



DEVELOPMENT DATA SUMMARY

PROPOSED PROJECT: 2017
 PROJECT LOCATION: 2017
 PROJECT TYPE: 2017
 PROJECT AREA: 2017
 PROJECT PERMITS: 2017
 PROJECT STATUS: 2017
 PROJECT OWNER: 2017
 PROJECT CONTACT: 2017
 PROJECT DATE: 2017
 PROJECT SCALE: 2017
 PROJECT SHEET: 2017



DATE	APR 19, 2020	REVISION	DATE	APR 19, 2020	SHEET	300
PROJECT	ABERDEEN SUBDIVISION	DATE	APR 19, 2020	REVISION	DATE	APR 19, 2020
PROJECT	ABERDEEN SUBDIVISION	DATE	APR 19, 2020	REVISION	DATE	APR 19, 2020



Exhibit B
Legal Description of the Real Estate

(See Attached)

Legal Description

PART OF THE SOUTH HALF OF SECTION 28, PART OF THE NORTHEAST QUARTER OF SECTION 32 AND PART OF THE NORTH HALF OF SECTION 33, ALL IN TOWNSHIP 13 NORTH, RANGE 3 EAST, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE FOUND MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 01 MINUTE 43 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 2013.70 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 36 SECONDS WEST A DISTANCE OF 70.01 FEET TO THE SOUTHWEST CORNER OF ABERDEEN SUBDIVISION SECTION 1, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 2018-027530 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA AND THE **PLACE OF BEGINNING**; THENCE CONTINUING SOUTH 88 DEGREES 53 MINUTES 36 SECONDS WEST A DISTANCE OF 1277.26 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 00 DEGREES 02 MINUTES 13 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 675.93 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 49 MINUTES 09 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 1343.79 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER A DISTANCE OF 1233.78 FEET; THENCE NORTH 87 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 431.77 FEET; THENCE NORTH 01 DEGREE 10 MINUTES 53 SECONDS EAST A DISTANCE OF 445.10 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 924.55 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 542.55 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 05 SECONDS WEST A DISTANCE OF 673.30 FEET TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1466.87 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 05 SECONDS WEST A DISTANCE OF 673.13 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 195.14 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 46 SECONDS WEST A DISTANCE OF 1342.94 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 00 DEGREES 06 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE A DISTANCE OF 251.88 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 89 DEGREES 20 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1342.44 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 58 MINUTES 05 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 A DISTANCE OF 524.95 FEET; THENCE NORTH 44 DEGREES 29 MINUTES 51 SECONDS EAST A DISTANCE OF 214.08 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 01 MINUTE 37 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 587.96 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 20 SECONDS EAST A DISTANCE OF 671.66 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 00 DEGREES 16 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1683.15 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 64.38 FEET; THENCE SOUTH 83 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 297.71 FEET; THENCE NORTH 68 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 129.56 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS EAST A DISTANCE OF 138.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 60.82 FEET; THENCE NORTH 25 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 171.23 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS WEST A DISTANCE OF 20.15 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 28 MINUTES 12 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 807.43 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 88 DEGREES 34 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 801.89 FEET TO THE CENTER LINE OF A CREEK; THENCE ALONG SAID CENTER LINE THE FOLLOWING TWENTY-NINE COURSES: 1) SOUTH 40 DEGREES 17 MINUTES 41 SECONDS WEST A DISTANCE OF 65.83 FEET; 2) SOUTH 03 DEGREES 10 MINUTES 19 SECONDS WEST A DISTANCE OF 56.09 FEET; 3) SOUTH 32 DEGREES 24 MINUTES 06 SECONDS WEST A DISTANCE OF 93.23 FEET; 4) SOUTH 10 DEGREES 34 MINUTES 34 SECONDS EAST A DISTANCE OF 23.57 FEET; 5) SOUTH 16 DEGREES 07 MINUTES 05 SECONDS WEST A DISTANCE OF 25.46 FEET; 6) SOUTH 57 DEGREES 06 MINUTES 53 SECONDS WEST A DISTANCE OF 31.33 FEET; 7) NORTH 57 DEGREES 56 MINUTES 23 SECONDS WEST A DISTANCE OF 27.70 FEET; 8) SOUTH 66 DEGREES 03 MINUTES 45 SECONDS WEST A DISTANCE OF 14.81 FEET; 9) SOUTH 08 DEGREES 13 MINUTES 17 SECONDS EAST A DISTANCE OF 19.07 FEET; 10) SOUTH 81 DEGREES 27 MINUTES 16 SECONDS WEST A DISTANCE OF 19.12 FEET; 11) SOUTH 29 DEGREES 44 MINUTES 41 SECONDS WEST A DISTANCE OF 30.32 FEET; 12) SOUTH 48 DEGREES 55 MINUTES 25 SECONDS WEST A DISTANCE OF 24.12 FEET; 13) SOUTH 01 DEGREE 14 MINUTES 08 SECONDS EAST A DISTANCE OF 29.35 FEET; 14) SOUTH 55 DEGREES 03 MINUTES 55 SECONDS WEST A DISTANCE OF 42.53 FEET; 15) SOUTH 07 DE-

GREES 51 MINUTES 30 SECONDS WEST A DISTANCE OF 50.86 FEET; 16) SOUTH 22 DEGREES 06 MINUTES 07 SECONDS WEST A DISTANCE OF 38.25 FEET; 17) SOUTH 75 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 69.62 FEET; 18) NORTH 52 DEGREES 19 MINUTES 41 SECONDS EAST A DISTANCE OF 59.56 FEET; 19) NORTH 74 DEGREES 31 MINUTES 47 SECONDS EAST A DISTANCE OF 119.14 FEET; 20) SOUTH 63 DEGREES 57 MINUTES 24 SECONDS EAST A DISTANCE OF 42.24 FEET; 21) SOUTH 29 DEGREES 23 MINUTES 11 SECONDS EAST A DISTANCE OF 28.17 FEET; 22) SOUTH 86 DEGREES 31 MINUTES 22 SECONDS EAST A DISTANCE OF 46.92 FEET; 23) NORTH 73 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 53.88 FEET; 24) NORTH 58 DEGREES 37 MINUTES 24 SECONDS EAST A DISTANCE OF 82.59 FEET; 25) NORTH 89 DEGREES 27 MINUTES 05 SECONDS EAST A DISTANCE OF 62.62 FEET; 26) SOUTH 69 DEGREES 08 MINUTES 17 SECONDS EAST A DISTANCE OF 40.79 FEET; 27) NORTH 85 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 83.64 FEET; 28) SOUTH 77 DEGREES 05 MINUTES 21 SECONDS EAST A DISTANCE OF 72.84 FEET; 29) SOUTH 72 DEGREES 20 MINUTES 58 SECONDS EAST A DISTANCE OF 98.39 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 12 MINUTES 34 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 2225.34 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF AND THE NORTHWEST CORNER OF SAID ABERDEEN SUBDIVISION SECTION 1; THENCE ALONG SAID ABERDEEN SUBDIVISION SECTION 1 THE FOLLOWING TWENTY-THREE COURSES: 1) SOUTH 00 DEGREES 02 MINUTES 13 SECONDS EAST A DISTANCE OF 178.39 FEET; 2) SOUTH 50 DEGREES 42 MINUTES 50 SECONDS EAST A DISTANCE OF 87.45 FEET; 3) SOUTH 65 DEGREES 42 MINUTES 27 SECONDS WEST A DISTANCE OF 104.49 FEET; 4) SOUTH 59 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 197.53 FEET; 5) SOUTH 10 DEGREES 07 MINUTES 09 SECONDS EAST A DISTANCE OF 58.14 FEET; 6) SOUTH 22 DEGREES 57 MINUTES 22 SECONDS WEST A DISTANCE OF 94.51 FEET; 7) SOUTH 82 DEGREES 21 MINUTES 33 SECONDS EAST A DISTANCE OF 33.60 FEET; 8) NORTH 66 DEGREES 05 MINUTES 57 SECONDS EAST A DISTANCE OF 92.41 FEET; 9) NORTH 86 DEGREES 46 MINUTES 07 SECONDS EAST A DISTANCE OF 79.68 FEET; 10) SOUTH 72 DEGREES 10 MINUTES 44 SECONDS EAST A DISTANCE OF 105.83 FEET; 11) SOUTH 35 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 73.94 FEET; 12) SOUTH 09 DEGREES 24 MINUTES 55 SECONDS EAST A DISTANCE OF 247.07 FEET; 13) SOUTH 08 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 38.13 FEET; 14) SOUTH 12 DEGREES 36 MINUTES 53 SECONDS WEST A DISTANCE OF 285.50 FEET; 15) SOUTH 01 DEGREE 49 MINUTES 46 SECONDS WEST A DISTANCE OF 197.86 FEET; 16) SOUTH 89 DEGREES 36 MINUTES 53 SECONDS EAST A DISTANCE OF 25.20 FEET; 17) NORTH 88 DEGREES 56 MINUTES 28 SECONDS EAST A DISTANCE OF 160.59 FEET; 18) SOUTH 01 DEGREE 03 MINUTES 32 SECONDS EAST A DISTANCE OF 230.96 FEET; 19) NORTH 89 DEGREES 10 MINUTES 33 SECONDS EAST A DISTANCE OF 60.00 FEET; 20) NORTH 88 DEGREES 57 MINUTES 11 SECONDS EAST A DISTANCE OF 285.00 FEET; 21) NORTH 80 DEGREES 47 MINUTES 29 SECONDS EAST A DISTANCE OF 164.61 FEET; 22) SOUTH 89 DEGREES 57 MINUTES 43 SECONDS EAST A DISTANCE OF 157.97 FEET; 23) SOUTH 00 DEGREES 01 MINUTE 43 SECONDS WEST A DISTANCE OF 455.49 FEET TO THE **PLACE OF BEGINNING**.

CONTAINING 334.075 ACRES, MORE OR LESS.

Exhibit C
Phasing Plan

(See Attached)

PHASING PLAN

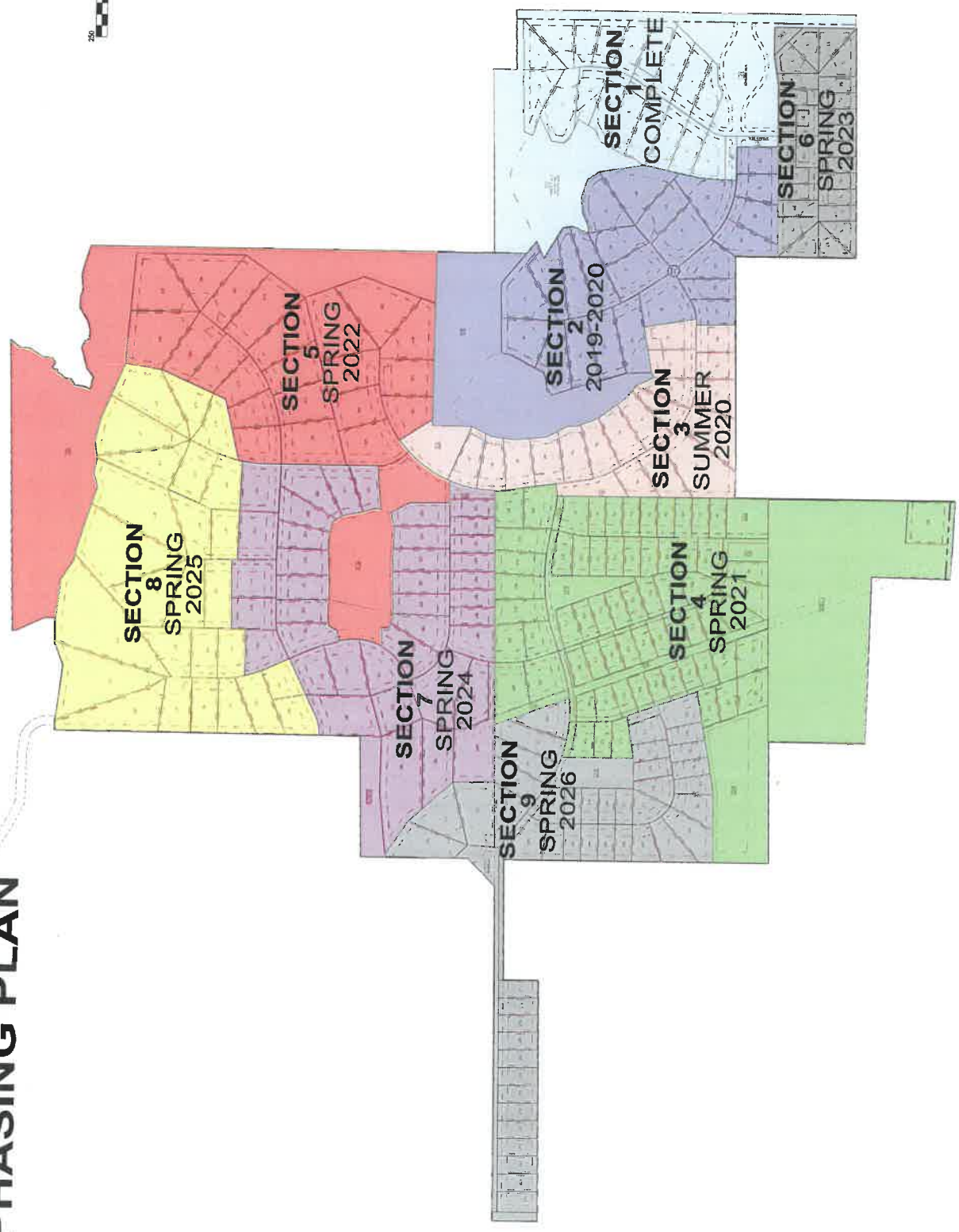
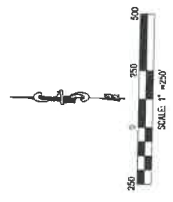


Exhibit D
Final Development Plan

(See Attached)

EXHIBIT "H" - PLAT-000255-2020

DATE	JUNE 19, 2020	REVISION	001
DATE	JUNE 19, 2020	REVISION	002
DATE	JUNE 19, 2020	REVISION	003
DATE	JUNE 19, 2020	REVISION	004
DATE	JUNE 19, 2020	REVISION	005
DATE	JUNE 19, 2020	REVISION	006
DATE	JUNE 19, 2020	REVISION	007
DATE	JUNE 19, 2020	REVISION	008
DATE	JUNE 19, 2020	REVISION	009
DATE	JUNE 19, 2020	REVISION	010



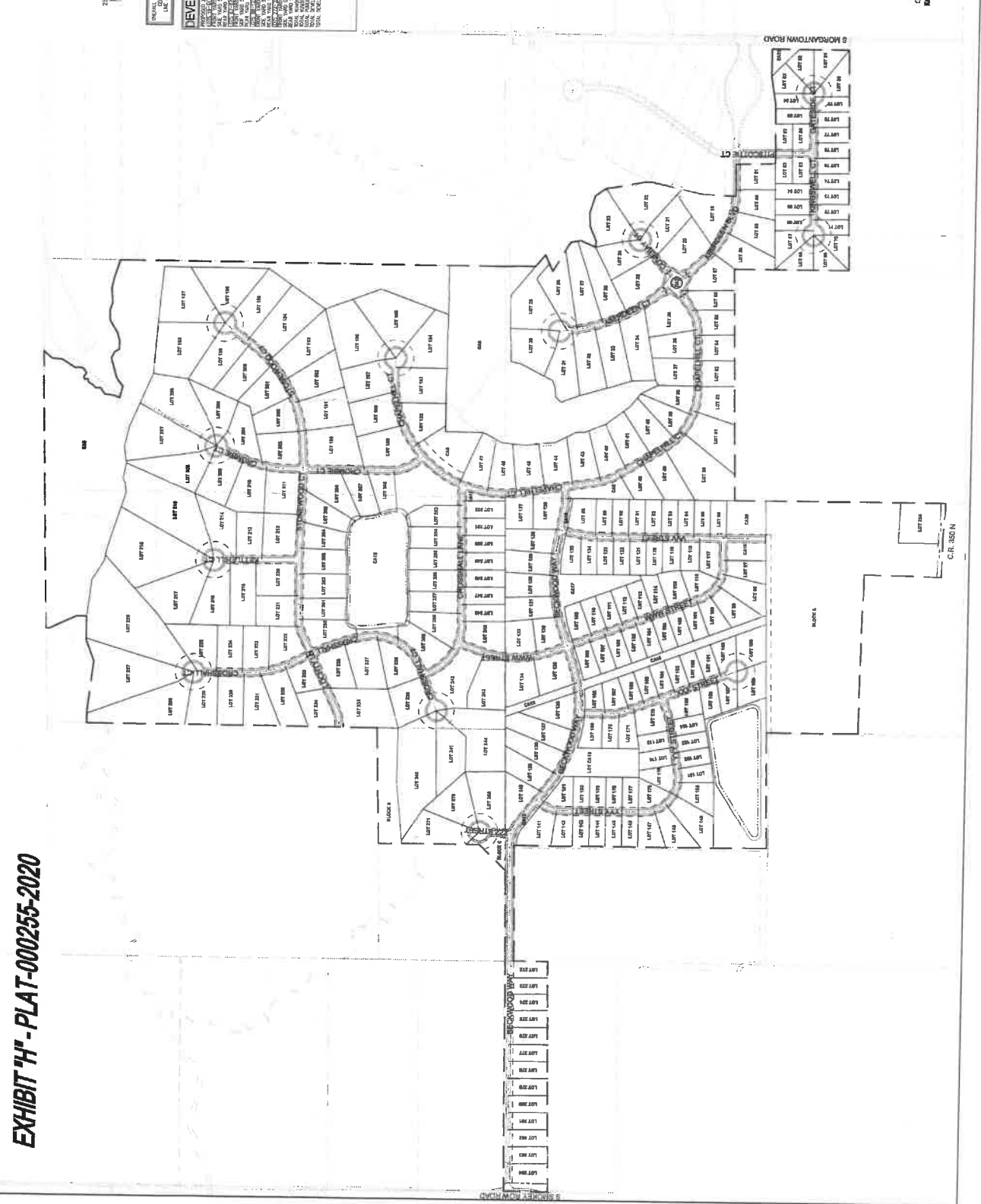
300

OVERALL DEVELOPMENT

ABERDEEN SUBDIVISION



MR. JAMES W. CHAFFIN
Professional Engineer
No. 2080117
State of Missouri



PROFESSIONAL ENGINEER JAMES W. CHAFFIN, LICENSE NO. 2080117, STATE OF MISSOURI, HAS REVIEWED THIS PLAT AND CERTIFIES THAT IT COMPLIES WITH THE REQUIREMENTS OF THE MISSOURI PLAT ACT AND THE SUBDIVISION ACT. THE PLAT IS SUBJECT TO THE RECORDS OF THE MISSOURI DEPARTMENT OF REVENUE AND THE MISSOURI DEPARTMENT OF HEALTH. THE PLAT IS SUBJECT TO THE RECORDS OF THE MISSOURI DEPARTMENT OF REVENUE AND THE MISSOURI DEPARTMENT OF HEALTH. THE PLAT IS SUBJECT TO THE RECORDS OF THE MISSOURI DEPARTMENT OF REVENUE AND THE MISSOURI DEPARTMENT OF HEALTH.

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