

ORDINANCE NO. 2023- 19

**AN ORDINANCE AMENDING ZONING MAPS WITHIN THE ZONING ORDINANCE
OF THE TOWN OF WHITESTOWN, INDIANA**

Zoning Map Amendments
PC23-029-ZA

WHEREAS, the Petitioner, Gradison Land Development, Inc., per Adam Mears., filed its Zoning Amendment Application before the Whitestown Plan Commission seeking to rezone approximately 160 acres, more or less, in the Town of Whitestown, Indiana, **from the Low-density Single-Family Residential (R1) and Low-density Single-family and Two-family Residential (R2) to the Medium-density Single-family Residential (R3) Zoning Classification.**

WHEREAS, pursuant to Indiana Code § 36-7-4-608, the Whitestown Plan Commission conducted the required public hearing and determined a favorable recommendation subject to certain commitments to which the petitioner agreed, by a 6-0 vote, on August 14, 2023; and

WHEREAS, the Whitestown Plan Commission certified a favorable recommendation to the Whitestown Town Council on August 14, 2023; and

WHEREAS, pursuant to Indiana Code § 36-7-4-608, the Town Council of the Town of Whitestown, having considered the application and the recommendation of the Whitestown Plan Commission, now adopts the proposal and approves the requested rezoning amendment.

IT IS THEREFORE CONSIDERED, ORDAINED, AND ADOPTED as follows:

Section 1. That the Applicant is Gradison Land Development, Inc., per Adam Mears on behalf of Candance McCormick & Mary Nell Weaver, Bryce & Patricia Pennington Trust, Owners.

Section 2. That the Applicant seeks to have the described property attached hereto as Exhibit A, which is currently located in the Low-density Single-family Residential (R1) Zone and Low-density Single-family and Two-family Residential (R2) Zone to the Medium-density Single-family Residential (R3) Zoning Classifications;

Section 3. In order to induce the Town Council and as a condition of granting the requested rezone of the Property, the Applicant has made certain written commitments attached hereto as Exhibit B and incorporated herein as a part of this Ordinance (“Commitments”). The rezone is subject to and contingent upon the Commitments. The Applicant shall further record this Ordinance and the Commitments in the chain of title for the Property.

Section 4. That the Town Council of Whitestown has paid reasonable regard to the comprehensive plan; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth.

Section 5. That the Town Council hereby adopts the amendment to the zoning map with respect to the Property, such that the Property is rezoned to Medium-density Single-family Residential (R3) Zoning Classifications.

Section 6. This Ordinance shall be in full force and effect from and after its passage and upon presentation of proof by Petitioner to the Town that this Ordinance and the Commitments have been recorded.

ALL OF WHICH IS ADOPTED this ____ day of _____, 2023, by the Town Council of the Town of Whitestown, Indiana.

TOWN COUNCIL OF WHITESTOWN, INDIANA.

Eric Nichols, President

Tanya Sumner

Clinton Bohm, Vice President

Jeff Wishek

Susan Austin

ATTEST:

Matt Sumner, Town Clerk-Treasurer

Ordinance prepared by Desire Irakoze, Planning Staff

Exhibit A

Legal Description

The Land referred to herein below is situated in the County of Boone, State of Indiana, and is described as follows:

Parcels 1 and 2:

The Northeastern Quarter of the Southeast Quarter of Section 30, Township 18 North, Range 2 East of the Second Principal Meridian, containing 40 acres, more or less.

Parcel 3:

The South half of the Southeast Quarter of the Northeast Quarter of Section 30, Township 18 North, Range 2 East of the Second Principal Meridian, containing 20 acres, more or less.

Parcel 4:

The South half of the Southwest Quarter of the Northwest Quarter of Section 29, Township 18 North, Range 2 East of the Second Principal Meridian, containing 20 acres, more or less.

Parcel 5:

The North half of the Southeast Quarter of the Northeast Quarter of Section 30, Township 18 North, Range 2 East of the Second Principal Meridian, containing 20 acres, more or less.

Parcel 6:

The North half of the Southwest Quarter of the Northwest Quarter of Section 29, Township 18 North, Range 2 East of the Second Principal Meridian, containing 20 acres, more or less.

Parcel 7:

The South half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 18 North, Range 2 East of the Second Principal Meridian, containing 20 acres, more or less.

Parcel 8:

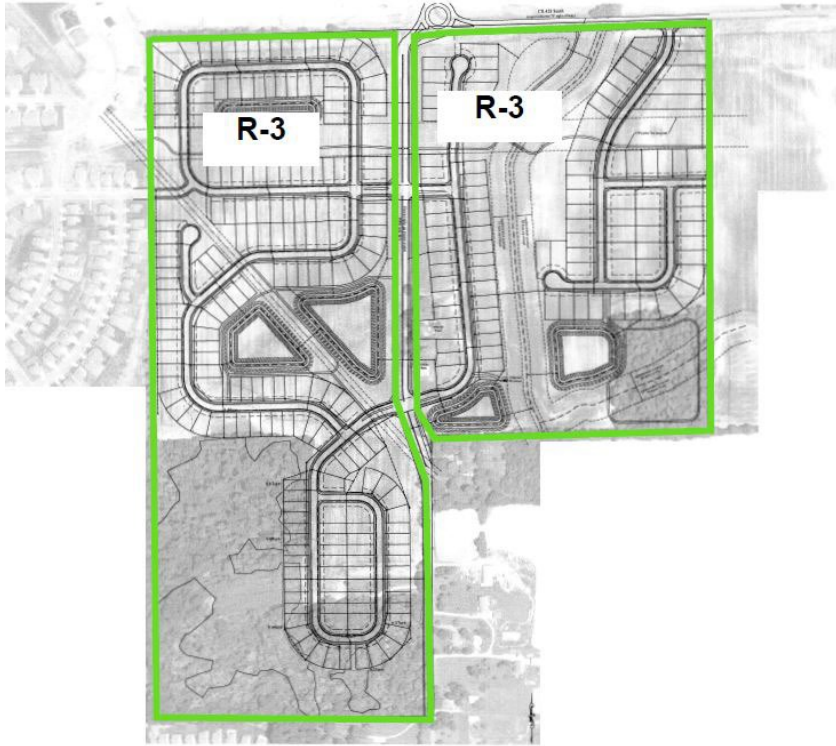
The South half of the Northwest Quarter of the Northwest Quarter of Section 29, Township 18 North, Range 2 East of the Second Principal Meridian, containing 20 acres, more or less.

Exhibit B

Commitments

1. As depicted in Attachment X, the round-about will be shown in the Primary Plat
2. Resurface/ full depth repair where required /2' gravel Shoulders/ striping for Co. Rd. 700E and Co. Rd. 425 S
3. The developer shall be responsible for all costs associated with extending sewer and water facilities for the development to and on the property, including any oversizing of facilities requested by Public Works (up to a maximum of 12" sewer line, a 2" water line, and a maximum 10' diameter lift state that is a maximum 25' deep).
4. The developer shall smoothen or straighten the road section as illustrated in Exhibit A.
5. The developer shall work with the Planning Staff to provide a pedestrian trail similar or equivalent to what is shown in the concept exhibit.
6. The eastern side of Co. Rd. S 700 E shall adhere to R-2 lot requirements, with the exception of 41 lots. The 41 lots shall have minimum dimensions of 61' x 130' and 61' x 140'.
7. All lots within the development shall adhere to the residential standards outlined in UDO Section 9.5.A.3.
8. Vinyl materials are not permitted.
9. The number of dwelling units shall not exceed 305 lots or a development density of 2.0 du/acre, whichever is less.
10. All homes shall have 30-year dimensional shingles.
11. The wooded areas generally depicted in Exhibit A shall be preserved as wooded common areas, and the developer shall record preservation easements on said property to ensure they are maintained primarily as wooded areas. The preservation easements shall be subject to rights to place trails in the woods for common enjoyment.
12. The following uses shall be prohibited on the site: Manufactured Homes, Colleges and Universities, Churches, Elementary & Secondary Schools, Group Residential Facilities.
13. The developer shall develop the property for residential development and offer the homes there in for sale, not for rent. Developer agrees and covenants that it shall not sell, transfer, and/or convey title to more than one home per individual or legal entity controlled by the individual. Developer shall be required to record Covenants, Conditions, and Restrictions governing the use and development of the Real Estate as part of establishing a Homeowners' Association ("HOA") for the entire development. As part of such Covenants, developer shall include a covenant that no homeowner may rent any home for a period of twelve (12) months after the home's purchase from the developer, except to the extent necessary as a result of a hardship (for example, military deployment, illness, or job assignment). Air BNB and/or any other similar short-term rentals shall be strictly prohibited by the Covenants and shall be strictly enforced by the HOA.

Proposed Zone District Map



PER AGREED UPON COMMITMENTS: ATTACHMENT X



PER AGREED UPON COMMITMENTS: EXHIBIT A

EXHIBIT A



West side
 Local Street
 50' right-of-way / 31'-6" / 5' sidewalk
 8,510 sq. ft. street
 17,800 sq. ft. curb
 235,500 sq. ft. pavement
 18,000 sq. ft. 5' sidewalk
 3,800 sq. ft. 8' internal trail
 3,200 sq. ft. 5' sidewalk along CR700
 8,110 8" sanitary main
 42 manholes
 8,010 sq. ft. water main
 20 hydrants
 3,450 sq. ft. 12" RCP
 2,950 sq. ft. 15" RCP
 2,550 sq. ft. 18" RCP
 1,650 sq. ft. 24" RCP
 1,050 sq. ft. 30" RCP
 52 curb inlets
 50 yard inlets/manholes
 12 end sections
 4.4 acre pond

East side
 Local Street
 50' right-of-way / 31'-6" / 5' sidewalk
 5,100 sq. ft. street
 10,400 sq. ft. curb
 148,000 sq. ft. pavement
 9,700 sq. ft. 5' sidewalk
 4,600 sq. ft. 8' internal trail
 3,100 sq. ft. 10' trail along CR700/CR425
 4,700 8" sanitary main
 22 manholes
 4,800 sq. ft. water main
 13 hydrants
 1,320 sq. ft. 12" RCP
 3,250 sq. ft. 15" RCP
 2,250 sq. ft. 18" RCP
 1,200 sq. ft. 24" RCP
 600 sq. ft. 30" RCP
 800 sq. ft. 36" RCP
 29 curb inlets
 36 yard inlets/manholes
 10 end sections
 3.3 acre pond

Windswept Farms
 Potomac River
 Waldorf, MD
 Option G
 R-3 Zoning
 West side CR 700 East
 94.5ac ±
 52x120x130' - 201 lots
 density - 2.32 u/s
 open space - 45.2ac (47.9%)
 8,600 sq. ft. street
 wetland impact:
 --- non-jurisdictional - 1.68ac
 --- jurisdictional - 1.07ac

R-3 Zoning
 East side CR 700 East
 65.6ac ±
 61x130-140' - 41 lots
 70x130-140' - 52 lots
 density - 1.43 u/s
 open space - 33.5ac (51.2%)
 5,010 sq. ft. street

Light Green :Wooded Area to be protected.
 Red Circle: Area to be straightened.



STODOLSKI NORTH