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05/16/2024 02:45:17P 38 PGS
Trini Beaver
HAMILTON County Recorder IN
Recorded as Presented


ORDINANCE NO. 19-05-24

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE,
A PART OF THE COMPREHENSIVE PLAN OF THE CITY OF NOBLESVILLE,
HAMILTON COUNTY, INDIANA**

*Document Cross Reference Nos. Deed Book 312, Page 92, Instrument # 8313223, Book 339, Page 552, and
Instrument # 2007-61496*

This Ordinance (the “Village at Trail Crossing PD Ordinance”) amends the Unified Development Ordinance for the City of Noblesville, Hamilton County, Indiana, (the “UDO”) enacted by the City of Noblesville, Indiana (the “City”) under authority of Chapter 174 of the Acts of the Indiana General Assembly 1947, as amended.

WHEREAS, the Plan Commission of the City of Noblesville (the “Plan Commission”) conducted a public hearing on docket number LEGP 0041-2024 at its April 15, 2024 meeting, as required by law, in regard to the application (the “Petition”) filed by MI Homes of Indiana, an Indiana limited partnership (the “Developer”) concerning a change of zoning of certain property described in **Exhibit A** attached hereto (the “Real Estate”) and the adoption of a preliminary development plan to be known, collectively with attached Exhibits, as the “Village at Trail Crossing Preliminary Development Plan”, as further described in Section 3 below (the “Plan”); and,

WHEREAS, the Plan Commission has sent a **Favorable Recommendation** for adoption of said amendment with a vote of nine (9) AYES and zero (0) NAYS to the Common Council;

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Noblesville, Hamilton County, Indiana, meeting in regular session, that it adopts this Village at Trail Crossing PD Ordinance as an amendment to the UDO and the Official City of Noblesville Zoning Map (the “Zoning Map”), as follows:

Section 1. Applicability of Ordinance.

- A. The Zoning Map is hereby amended to change the zoning of the Real Estate from “R5” Residential to “R5/PD” Residential Planned Development, which is to be known as the Village at Trail Crossing Planned Development (the "District").
- B. The District's underlying zoning district shall be R5 Residential (the "Underlying District"). Development in this District shall be governed entirely by (i) the provisions of this Village at Trail Crossing PD Ordinance and its exhibits, and (ii) those provisions of the UDO in effect as of the date of adoption of this Ordinance,

and applicable to the Underlying District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance (collectively, the “Governing Standards”).

- C. All provisions and representations of the UDO that conflict with the provisions of this Village at Trail Crossing PD Ordinance and its exhibits are hereby rescinded as applied to the Real Estate and shall be superseded by the terms of this Village at Trail Crossing PD Ordinance.

Section 2. Definitions. The general rules of construction set forth in Article 2 of the UDO and the definitions set forth in this Ordinance shall apply to the regulations of this Ordinance. Words not defined herein but defined in the UDO shall be interpreted in accordance with the UDO definition.

Section 3. Permitted Uses.

- A. Only the development of Townhome Dwellings shall be permitted within the District. The maximum number of Dwelling Units shall not exceed One Hundred Eighty (180).
- B. Accessory Uses and Accessory Structures customarily incidental to any permitted use shall be permitted.

Section 4. Preliminary Development Plan.

- A. Full sized, scaled development plans are on file with the City’s Planning and Development Department with a revision date of March 28, 2024. What is attached hereto as **Exhibit B** is a general representation of the full sized plans and **Exhibit B**, together with the full sized plans, shall be collectively referred to as the “Preliminary Development Plan”.
- B. The Preliminary Development Plan is hereby incorporated herein and approved. Pursuant to Article 8 of the UDO, the Preliminary Development Plan is intended to establish the basic goals and policies, bulk standards, variations/waivers from the Underlying District and layout of the District.

Section 5. Bulk Standards. The bulk requirements applicable to the Underlying District shall be modified and superseded by the below:

Requirements	Village at Trail Crossing PD Standards
Minimum Lot Area per Dwelling Unit	Not applicable
Minimum Lot Width	Not applicable
Maximum Building Height	35 ft. or 3-stories measured to midpoint of a pitched/hip roof
Minimum Front Yard Setback	5 ft.

Minimum Side Yard Setback	30' setback from Midland Trail and south property line (porch or stoop may encroach into the setback) Not Applicable (20 ft. building separation required between buildings)
Minimum Rear Yard Setback	10 ft.
Floor Area Ratio shall not exceed:	Not applicable
Minimum Floor Area (per dwelling unit)	1,300 sq. ft.
Maximum Lot Coverage	Not applicable

*Each Townhouse Dwelling shall provide a driveway with a minimum length of (twenty (20) feet measured from the garage door to the edge of pavement or curb of the alley/private drive.

Section 6. Architectural Standards. The following standards shall apply:

- A. The approved elevations shall be the set of home elevations on file with the City’s Planning and Development Department as submitted on February 21, 2024 (the “Approved Elevations”). Color Illustrations of the Approved Elevations are included under **Exhibit D** of this Village at Trail Crossing PD Ordinance.
- B. The Approved Elevations are hereby incorporated and approved. All townhome dwellings shall be substantially consistent with the Approved Elevations. The Director of Planning and Development, including his or her designees, shall review and approve home elevations at the time of filing of the Detailed Development Plan and/or Building Permit for compliance and consistency with the Approved Elevations.
- C. The elevations of any townhome dwelling that substantially varies from the Approved Elevation shall be submitted for review and approval by the Director of Planning and Development if in Compliance with the Architectural Standards hereby incorporated under **Exhibit C**. The Director’s review of said elevation(s) shall be performed in order to determine its compatibility and consistency with the intended quality and character of the District and the Approved Elevations.

Section 7. Landscaping and Open Space Standards. The standards of Article 12, Landscaping and Screening, of the UDO shall apply, except as modified below:

- A. Lot Landscaping. The Front and Side Yard (area along the front and side building elevations) landscaping shall be substantially compliant to the landscaping as depicted in **Exhibit E**.
- B. Landscape Buffer Yards. Landscape Buffer Yards shall be provided as shown on the Preliminary Development Plan. The Establishment of a Peripheral Yard, as set forth in Article 8, Part H, Section 3.F.2 of the UDO, shall apply as shown on the Preliminary Development Plan subject to the following:

1. North and West perimeter of the Real Estate (Adjacent to the Midland Trail): A minimum twenty-five (25) foot buffer yard shall be required as shown on the Preliminary Development Plan. Four (4) shade trees, fifteen (15) large deciduous shrubs, and six (6) large evergreen shrubs shall be provided per two-hundred (200) linear feet of building frontage within the buffer yard in addition to preservation of existing trees as shown on the Preliminary Development Plan.
 2. East perimeter of the Real Estate: A minimum twenty-five (25) foot buffer yard shall be provided along the east perimeter of the Real Estate adjacent to Hazel Dell Rd. Tree and shrub plantings shall be required as shown on the Preliminary Development Plan. Grass pavers, sidewalks and the top of bank of the pond shall be permitted in the buffer yard as shown on the Preliminary Development Plan.
 3. South perimeter of the Real Estate: A minimum twenty-five (25) foot buffer yard shall be required as shown on the Preliminary Development Plan. The preservation of existing trees shall satisfy all minimum tree planting requirements and no shrub plantings shall be required due to additional natural area preservation. Emergency access grass paver shall be permitted in the buffer yard as shown on the Preliminary Development Plan.
- C. Additional Screening. Additional landscaping, designed to screen headlights, shall be provided in areas identified on the Landscape Plan pages of the Preliminary Development Plan subject to the following:
1. Two (2) areas along the south perimeter of the Real Estate shall include a minimum of six (6) trees and shrubs planted at a rate of one (1) shrub per three (3) feet across the length of the planting area as shown on the Landscape Plan.
 2. The length of the emergency access drive shall be screened with shrubs planted at a rate of one (1) shrub per three (3) feet along the length of the drive as shown on the Landscape Plan.
 3. Landscaping shall be provided along the alley adjacent to the park area including a minimum of six (6) trees and shrubs planted at a rate of one (1) shrub per three (3) feet along the length of the alley as shown on the Landscape Plan.
- D. Open Space. A minimum of eight (8) acres of Open Space shall be provided substantially in the size, configuration and locations depicted on the Preliminary Development Plan.
- E. Tree Preservation. The requirements of Article 12, Section 13.B (Tree Preservation) of the UDO shall be applicable to the Real Estate in areas specified as Tree Preservation Easements on the Preliminary Development Plan and notice

of the regulation of such standards shall be included in the Declaration of Covenants and Restriction that will be applicable to the Real Estate.

Section 8. Parking and Loading Standards. The standards of Article 10, Off-Street Parking and Loading, of the UDO shall apply.

Section 9. Lighting Standards. The standards of Article 13, Environmental Performance Standards, of the UDO, shall apply, except as modified below:

- A. Photocell controlled light fixtures shall be required between garage doors.

Section 10. Sign Standards. The District's signs shall comply with Article 11 of the UDO, except as modified below:

- A. Two (2) signs shall be permitted at the entrance to the subdivision which flank the entrance as depicted in **Exhibit H.**

Section 11. Infrastructure Standards. Unless otherwise stated within this Village at Trail Crossing PD Ordinance, all public infrastructure within the District shall adhere to the City's standards and design criteria, subject to the following specific waivers that are hereby approved:

- A. The maximum block length shall be as shown on the Preliminary Development Plan.
- B. The subdivision (platting) of lots on a private easement (without street frontage) shall be permitted.
- C. Road Geometric Standards shall be shown on the Preliminary Development Plan.
- D. Five (5) foot sidewalks shall be required on both sides of the street except where there are no buildings on one side of the street.

Section 12. Additional Standards. The following additional standards shall be applicable to the Real Estate and the regulation of such standards shall be included in the Declaration of Covenants and Restriction that will be applicable to the Real Estate.

- A. Common Area Enhancements –
 - 1. The common areas shall include mounding, landscaping, seating areas, and walking paths as generally depicted on the Preliminary Development Plan and in **Exhibit F** which includes illustrative examples of common area enhancements.
 - 2. A fountain shall be required in the Detention Pond along Hazel Dell Road as illustrated on the Preliminary Development Plan.




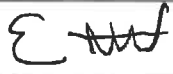





- B. Dog Park – A dog park may be provided within the area labeled “Dog Park” on the Preliminary Development Plan. A general depiction of the dog park is shown in **Exhibit G**.

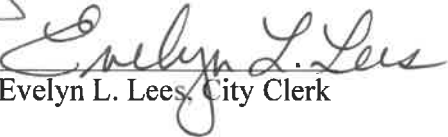
Section 13. **Detailed Development Plan.** Approval of a Detailed Development Plan (“DDP”) shall follow the procedures set out in Article 8 of the UDO, subject to the following clarification: (i) the Director of Planning and Zoning shall approve Minor Changes; and (ii) if a DDP includes a Major Change from the approved Preliminary Development Plan, then, prior to approval of the DDP, an amended Preliminary Development Plan shall be approved in accordance with Article 8, of the UDO. A Secondary Plat shall be submitted for review and approval as part of any approved DDP.

Section 14. **Effective Date.** This Village at Trail Crossing PD Ordinance shall be in full force and effect from and upon its adoption and publication in accordance with the law.

[The remainder of this page intentionally left blank; signature page follows.]

Approved on this 14th day of May, 2024 by the Common Council of the City of Noblesville, Indiana:

AYE		NAY	ABSTAIN
	Darren Petersen		
	Meghan Wiles		
	Pete Schwartz		
	Evan Elliott		
	Michael J. Davis		
	Todd Thurston		
	Aaron Smith		
	Mark Boice		
	David Johnson		

ATTEST: 
 Evelyn L. Lees, City Clerk

Presented by me to the Mayor of the City of Noblesville, Indiana, this 15th day of

May, 2024 at 8:13A.M.

Evelyn L. Lees
Evelyn L. Lees, City Clerk

MAYOR'S APPROVAL

Chris Jensen
Chris Jensen, Mayor

5-16-24
Date

MAYOR'S VETO

Chris Jensen, Mayor

Date

ATTEST:

Evelyn L. Lees
Evelyn L. Lees, City Clerk



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:

Jon C. Dobosiewicz
Printed Name of Declarant

Prepared by: James E. Shinaver, attorney at law, NELSON & FRANKENBERGER and Jon C. Dobosiewicz, land use professional, NELSON & FRANKENBERGER, 550 Congressional Blvd, Suite 210, Carmel, IN 46032 (317) 844-0106.

Village at Trail Crossing - 2024 PD Ordinance 4 041624

EXHIBIT A

Legal Description (Page 1 of 2)

Parcel 1:

A part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 4 East, in Hamilton County, Indiana, described as follows: Begin at the Southeast corner of the North Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 4 East, run thence west on and along a fence line, said line being the south line of the said North Half, 1339.5 feet to an iron stake and corner post; thence north parallel with the East line of said Northeast Quarter, 436.3 feet to an iron stake; thence east parallel with the south line of said North Half, 1339.5 feet to intersection with the east line of said North Half; thence south on and along the said East line, 436.3 feet to the place of beginning.

EXCEPTING THEREFROM That part deeded to the City of Noblesville, Hamilton County, Indiana by deed recorded October 30, 2007 as Document No. 2007061494 described as follows: A part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 4 East, in Hamilton County, Indiana, described as follows: Beginning of the southeast corner of said half-quarter-quarter section; thence North 89 degrees 44 minutes 05 seconds west 74.97 feet along the south line of said half-quarter-quarter section; thence North 0 degrees 02 minutes 18 seconds west 435.38 feet; thence Northerly 0.92 feet along an arc to the left having a radius of 9925.00 feet and subtended by a long chord having a bearing of North 0 degrees 02 minutes 26 seconds West and a length of 0.92 feet to the north line of the grantor's land; thence South 89 degrees 44 minutes 05 seconds East 74.96 feet along said north line to the east line of said Northeast Quarter; thence South 0 degrees 02 minutes 24 seconds East 436.30 feet along said east line to the point of beginning.

Parcel 2:

A part of the Northeast Quarter of Section 4, Township 18 North, Range 4 East, located in Noblesville Township, Hamilton County, Indiana, being bounded as follows: Commencing at the northeast corner of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 4 East; thence South 00 degrees 00 minutes 00 seconds (assumed bearing) 228.11 feet on and along the East line of said Northeast Quarter to the Northeast corner of the 13.42 acre exception described in Instrument Number 160 and recorded in Deed Record 180, Page 65 in the records of Hamilton County, Indiana; thence North 89 degrees 31 minutes 24 seconds West 334.93 feet on and along the North line of said 13.42 acre tract of land to the POINT OF BEGINNING of this description; thence North 00 degrees 00 minutes 00 seconds 227.85 feet parallel with the East line of said Northeast Quarter to the North line of the Southeast Quarter of said Northeast Quarter; thence North 89 degrees 33 minutes 55 seconds West 995.97 feet on and along the North line of the Southeast Quarter of said Northeast Quarter to the Northwest corner of the Southeast Quarter of said Northeast Quarter; thence South 00 degrees 06 minutes 36 seconds west 227.11 feet on and along the West line of the Southeast Quarter of said Northeast Quarter to its point of intersection with the Westerly extension of the North line of said 13.42 acre tract of land; thence South 89 degrees 31 minutes 24 seconds East 1,006.41 feet on and along the north line of said 13.42 acre tract of land to the POINT OF BEGINNING.

EXHIBIT A

Legal Description (Page 2 of 2)

Parcel 3:

A part of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 04 East, Noblesville Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoeppelwerth and Associates, Inc. as part of Project 97780OLF, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter-Quarter Section; thence South 00 degrees 02 minutes 07 seconds East, along the East line of said Quarter-Quarter Section, a distance of 22.29 feet to a point 20.00 feet South of the centerline of the Midland Trace Trail; thence North 89 degrees 45 minutes 57 seconds West, along a line parallel with and 20.00 feet South of said centerline, a distance of 77.57 feet to the West Right-of-Way line of Hazel Dell Road, as described in Instrument Number 2007064496 in the Office of the Recorder of Hamilton County, Indiana, and the POINT OF BEGINNING of this description; said point also being a point on a non-tangent curve concave easterly, the radius point of which bears North 89 degrees 49 minutes 55 seconds East a distance of 9925.00 feet; thence southerly, along said curve, an arc length of 205.85 feet to the North line of the land described in Deed Book 312, Page 92 in said Recorder's Office; thence North 89 degrees 43 minutes 49 seconds West, along said line, a distance of 269.97 feet to the West line of the land described in Instrument Number 200000029961 in said Recorder's Office; thence North 00 degrees 02 minutes 07 seconds West, along said line, a distance of 205.65 feet to the South line of the land described in Instrument Number 2017042701 in said recorder's Office; thence South 89 degrees 45 minutes 57 seconds East, along said line, a distance of 267.35 feet to the Point of Beginning, Containing 1.267 acres, more or less.

EXHIBIT A

Depiction of Legal Description
(Page 3 of 3)

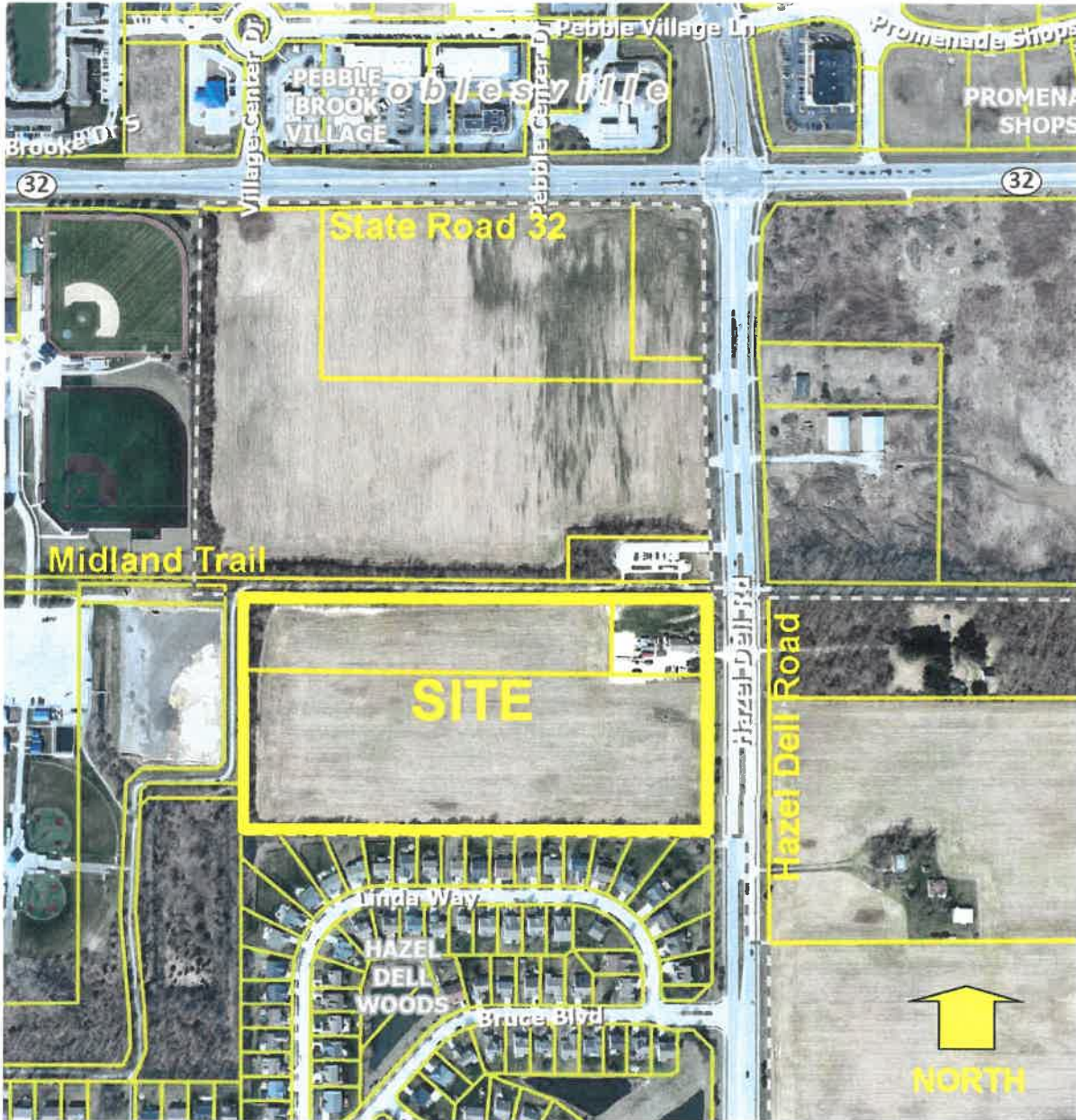


EXHIBIT B

PRELIMINARY DEVELOPMENT PLAN



(See following 11 pages including PDP and Landscape Plan)

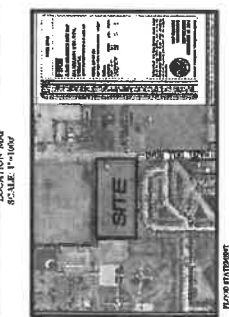
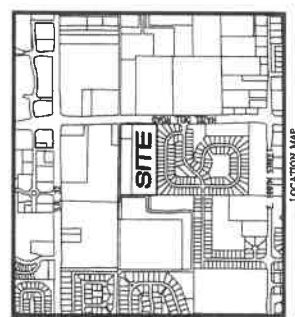
PRELIMINARY DEVELOPMENT PLAN

THE VILLAGE AT TRAIL CROSSING

NOBLESVILLE, INDIANA

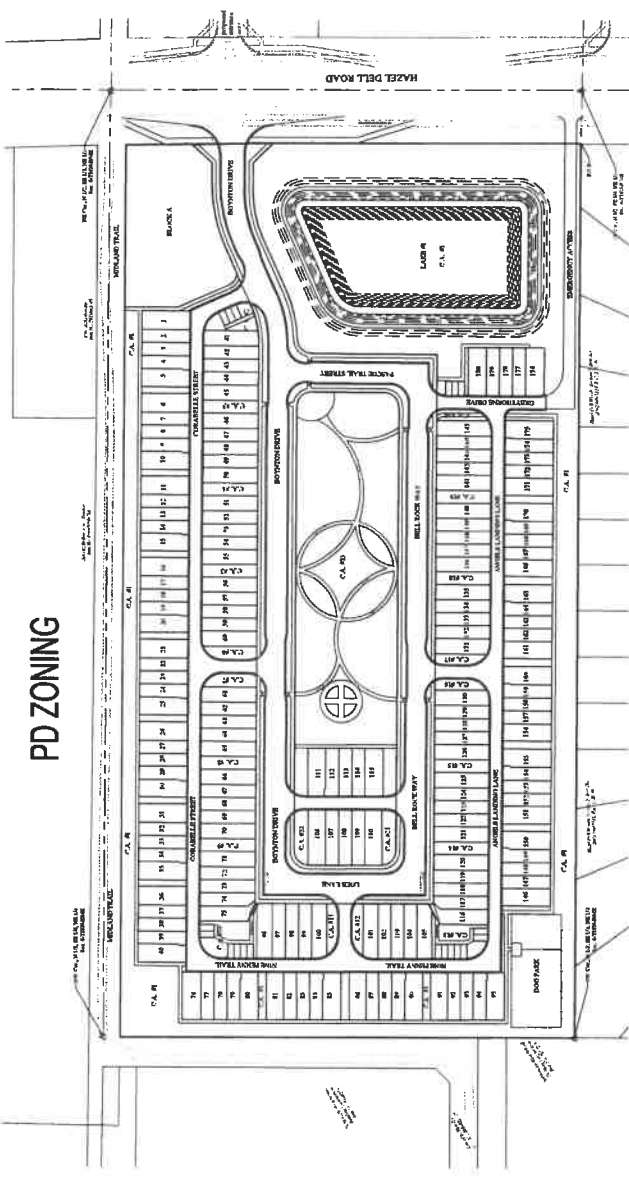
PD ZONING

CURVE	LENGTH	BACKSIGHT	TANGENT	CHORD BEARINGS	CHORD DELTA
1	81.17	288.87	43.17	S79°34'58" W	21.867'
2	83.97	738.87	13.00	S89°31'52" E	21.867'
3	85.87	489.87	51.17	S00°00'00" W	81.929'



NOTICE:
This preliminary development plan is based on information provided by the applicant and is not intended to be a final plan. It is subject to change without notice and is not intended to be used for any other purpose than the one for which it was prepared.

Item	Quantity
Total Area	160,764.1
Impervious Surface	216,764.1
Total Impervious Surface	151,864.1
Permeable Surface	1,000,000
Total Surface	1,151,864.1
Density	13.20 Units/Acre
Total Comm. Area/Imperv. Spots	1,400,000
CA-41	1,400,000
CA-42	1,400,000
CA-43	1,400,000
CA-44	1,400,000
CA-45	1,400,000
CA-46	1,400,000
CA-47	1,400,000
CA-48	1,400,000
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CA-95	1,400,000
CA-96	1,400,000
CA-97	1,400,000
CA-98	1,400,000
CA-99	1,400,000
CA-100	1,400,000



BOYDFIN DRIVE	1,175,471 L.P.
RELL ROCK DRIVE	721,093 L.P.
PANCOKE TRAIL STREET	108,851 L.P.
LOBD LANE	198,168 L.P.
TOTAL	2,203,583 L.P.

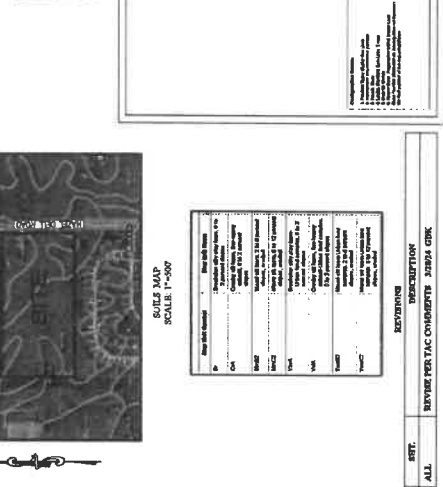
CONDELL STREET	1,076,461 L.P.
NINE PENNY TRAIL	424,117 L.P.
ANGELS LANDING LANE	794,411 L.P.
BRYANTWOOD DRIVE	186,911 L.P.
KIRKLEY DRIVE	186,168 L.P.
TOTAL	2,548,059 L.P.

PLANS PREPARED BY:
STORPEL WERTH & ASSOCIATES, INC.
7060 S. COLLINGWOOD AVENUE, SUITE 100
NORTH COLLETON, INDIANA 46036
PHONE: (317) 844-8855
CONTACT PERSON: GORDAN KRITZ
EMAIL: GKRTZ@STORPELWERTH.COM

DATE: 02/21/24
NO.: 900012

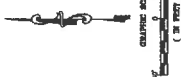


NO.	REV.	DESCRIPTION
1		COVER SHEET
2		PRELIMINARY PLANNED DEVELOPMENT PLANS
3		UTILITY LAYOUT
4		AUTOMATED EXHIBIT
5		PRELIMINARY LANDSCAPE PLAN



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1		COVER SHEET
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3		UTILITY LAYOUT
4		AUTOMATED EXHIBIT
5		PRELIMINARY LANDSCAPE PLAN

STOEPPELWERTH ASSOCIATES, INC.
 ENGINEERS & ARCHITECTS
 1000 WEST 10TH STREET, SUITE 100
 HAMILTON COUNTY, INDIANA 46016
 PHONE: 773-555-1111
 FAX: 773-555-1112
 WWW.STOEPPELWERTH.COM



John C. Doherty, et al., Trustee
 Case No. 19900946786

PRELIMINARY DEVELOPMENT PLAN THE VILLAGE AT TRAIL CROSSING

NOBLESVILLE, INDIANA

PD ZONING
 Ord. No. 2016-05-01

DATE	BY	REVISIONS
02/21/24 <td>AS <td>REVISED</td> </td>	AS <td>REVISED</td>	REVISED

- LEGEND**
- BL. LOT BOUNDARY
 - DL. DRAINAGE UTILITY CASING
 - DU. DRAINAGE UTILITY & SANITARY UTILITY
 - TL. TRAIL PAVEMENT UNDER PAVED
 - TR. TRAIL PAVEMENT
 - CE. CONCRETE
 - EW. EXISTING WATER
 - FW. PROPOSED WATER
 - SE. SEWER
 - SW. SANITARY
 - TE. TELEPHONE
 - UT. UTILITY
 - VE. VENT
 - WA. WATER
 - WH. WASTE
 - WI. WATER
 - WO. WASTE
 - WV. WATER
 - WY. WASTE
 - WZ. WASTE
 - WY. WASTE
 - WZ. WASTE

PROPOSED STREET LIGHTS SHALL NOT BE INSTALLED UNLESS THE CITY OF NOBLESVILLE APPROVES THE LIGHT FIXTURES AND THE LIGHTING PLAN. THE CITY OF NOBLESVILLE SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE STREET LIGHTS.

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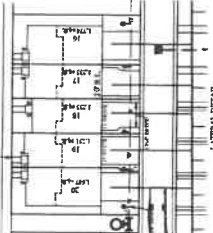
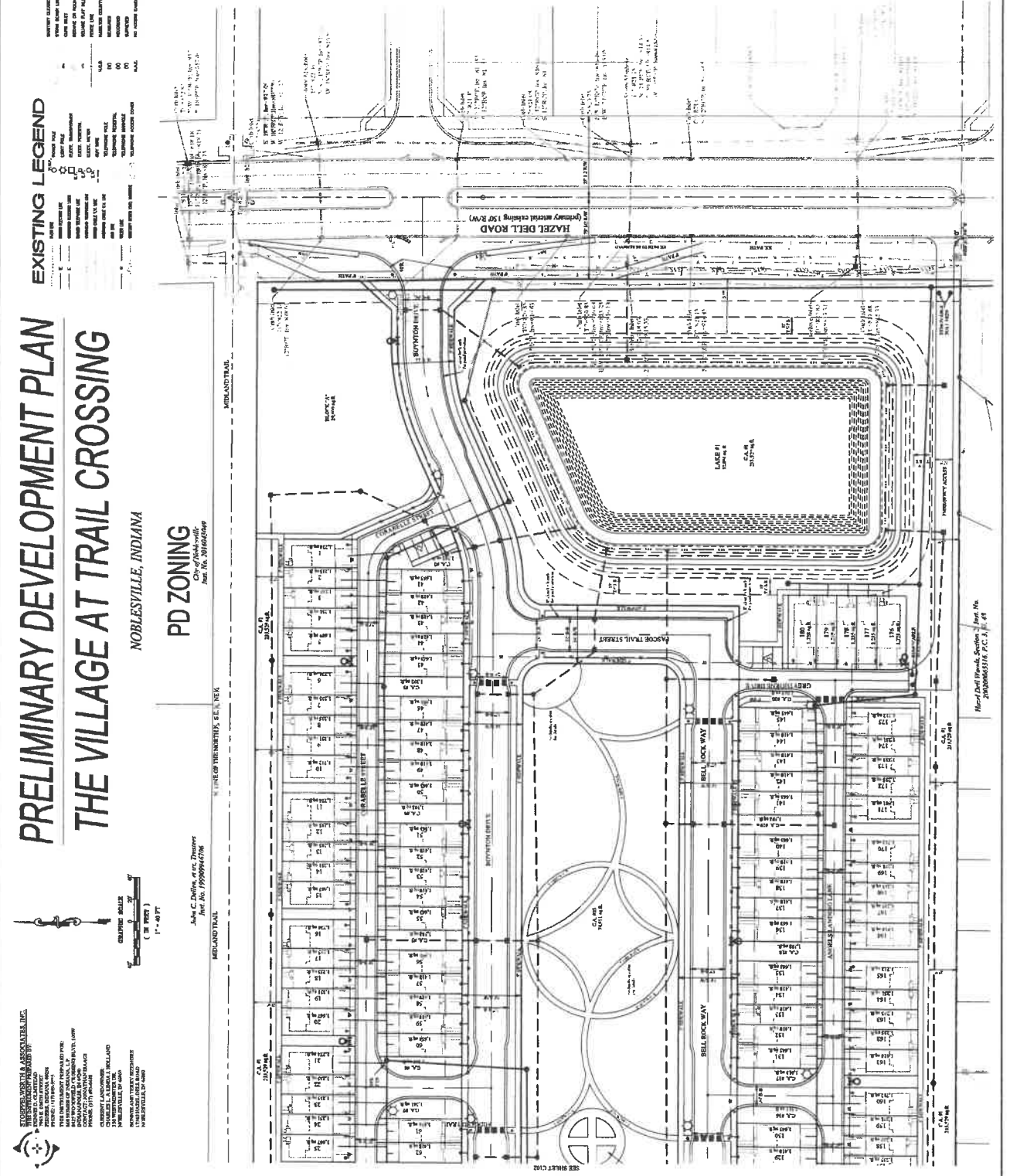
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STEEPELWERTH ASSOCIATES, INC.
 115 N. WASHINGTON ST., SUITE 200
 INDIANAPOLIS, IN 46202
 PHONE: (317) 584-1111
 WWW.STEEPELWERTH.COM

DATE: 02/21/24
 BY: [Signature]
 CHECK: [Signature]



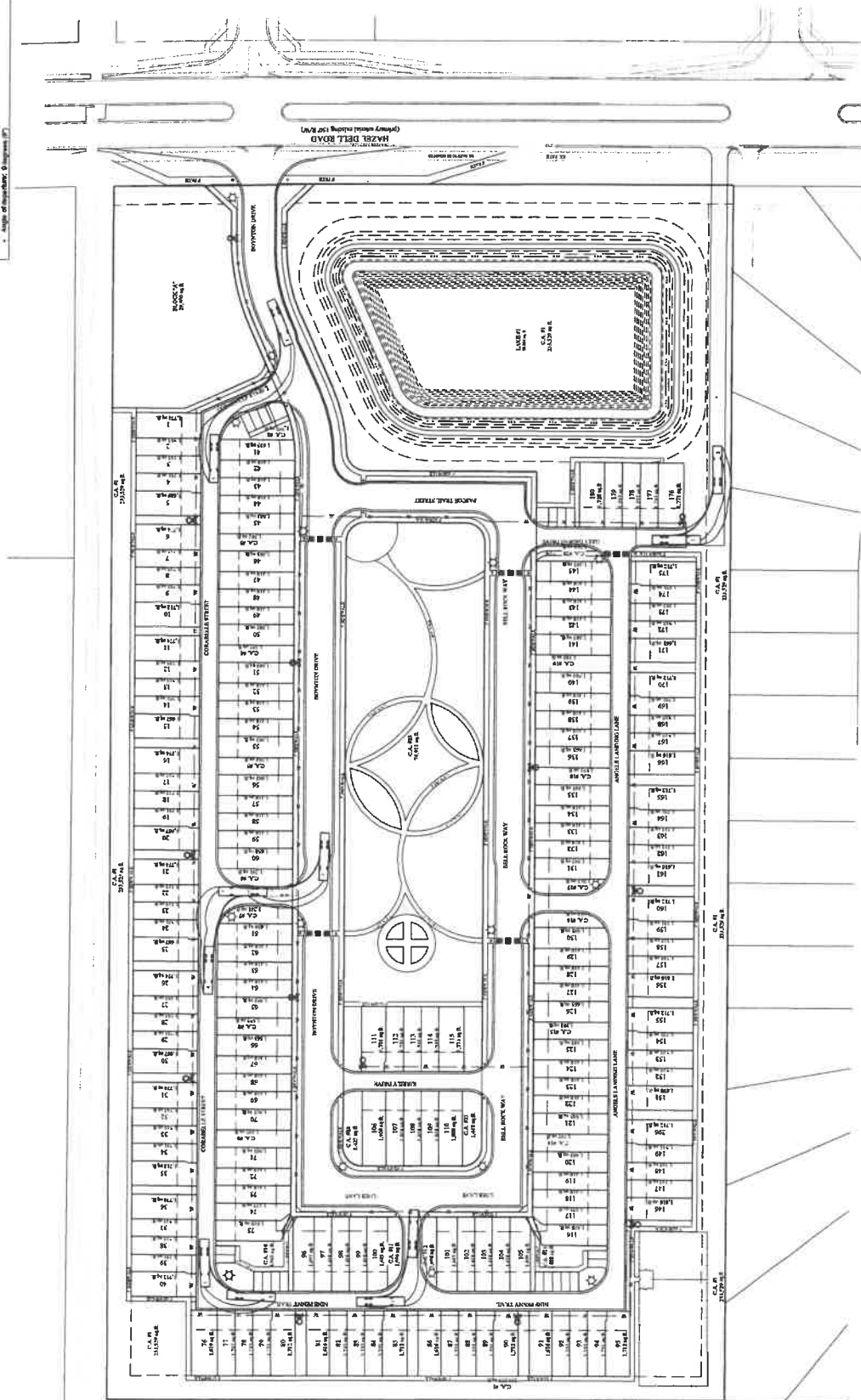
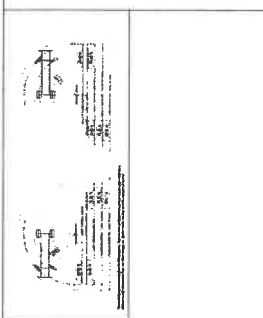
PRELIMINARY DEVELOPMENT PLAN

THE VILLAGE AT TRAIL CROSSING

NOBLESVILLE, INDIANA

PD ZONING

- Apparatus Specifications for Auto Turn Exhibit**
- Gross Vehicle Weight (GVW): 66,425 Pounds
 - Overall Length: 70' 0" (to center of wheel) (60' inches (5FT))
 - Overall Width: 10' 0" (to outer edge) (9' inches (8FT))
 - Overall Height (to top of superstructure): 12' 0" (to top of superstructure) (12' 0")
 - Overall Height (to center of wheel): 12' 0" (to center of wheel) (12' 0")
 - Front Overhang (to center of wheel): 12' 0" (to center of wheel) (12' 0")
 - Wheelbase (between axle centers): 12' 0" (to center of wheel) (12' 0")
 - Wheel to curb height (to curb): 48" (to curb height) (48")
 - Wheel to curb height (to curb): 48" (to curb height) (48")
 - Wheel to curb height (to curb): 48" (to curb height) (48")
 - Wheel to curb height (to curb): 48" (to curb height) (48")
 - Wheel to curb height (to curb): 48" (to curb height) (48")
 - Wheel to curb height (to curb): 48" (to curb height) (48")



NOBLESVILLE TOWNSHIP
 HAMILTON COUNTY, INDIANA

ALWAYS ON

STEEPELWERTH

THE VILLAGE AT TRAIL CROSSING

AUTURN EXHIBIT - NFD Aerial Truck

NOBLESVILLE TOWNSHIP
 HAMILTON COUNTY, INDIANA

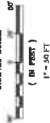
C104
 317.584.1111

DATE: 02/21/24
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PRELIMINARY DEVELOPMENT PLAN THE VILLAGE AT TRAIL CROSSING

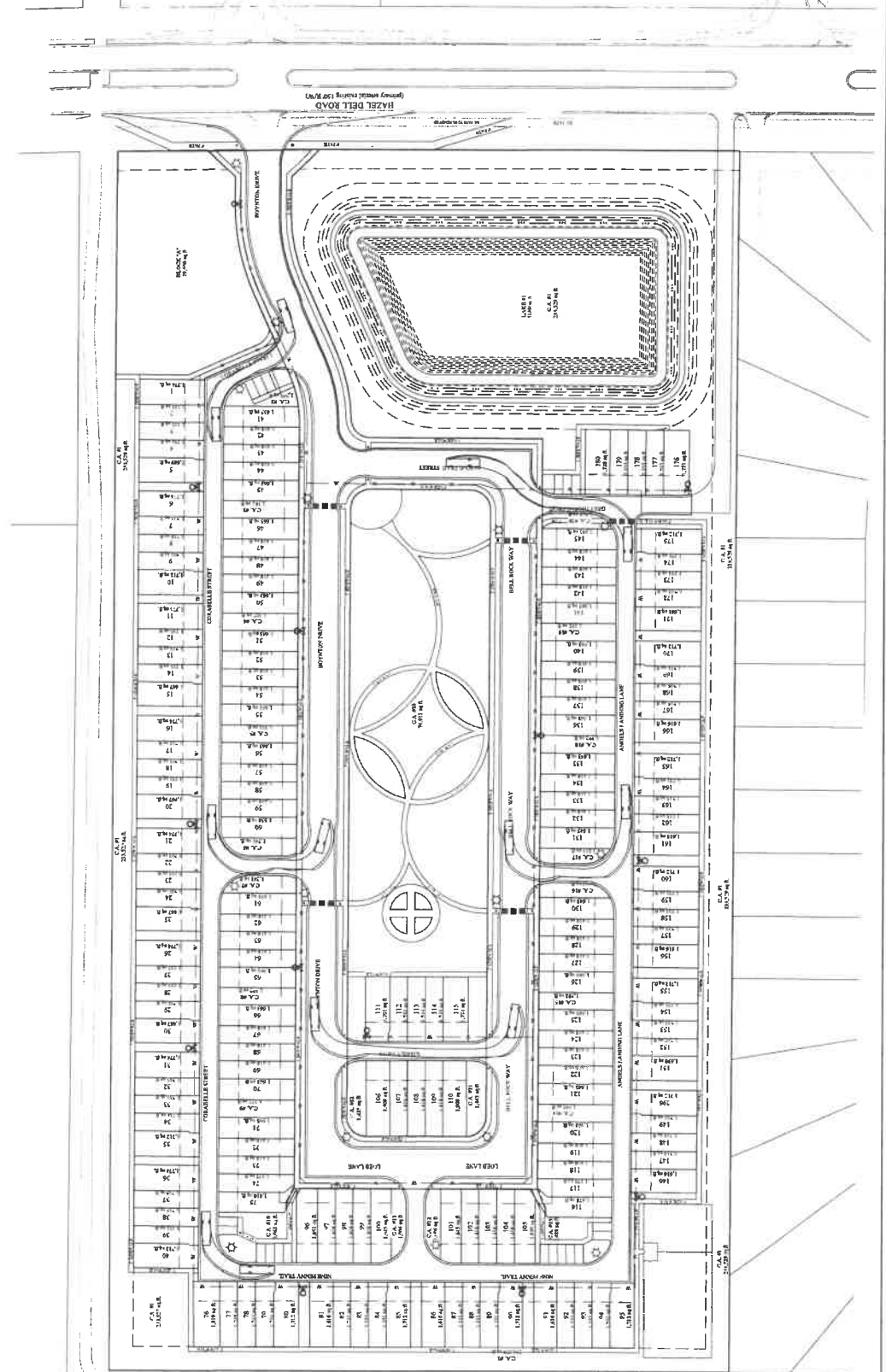
NOBLESVILLE, INDIANA
PD ZONING

STOEPPELWERTH ASSOCIATES, INC.
PRELIMINARY DEVELOPMENT PLAN
NOBLESVILLE, INDIANA
PROJECT NO. 200000000000
DATE: 02/21/24
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]



STOEPPELWERTH
ALWAYS ON
PLANNING WITH YOU
PROJECT NO. 200000000000
DATE: 02/21/24
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

THE VILLAGE AT TRAIL CROSSING
AUTURN EXHIBIT - Garbage Truck
HAMILTON COUNTY, INDIANA
NORLESVILLE TOWNSHIP
C105
LAP CODE
DATE





3229 South 800 East
 Provo, UT 84602
 801-735-1111
 www.plantitright.com

DESIGNED FOR
 M. J. HARRIS
 410 UNIVERSITY DRIVE
 NORTONVILLE, TN 37130

PROJECT NAME
 VILLAGE AT TRAIL CROSSING
 NORTONVILLE, TN

SHEET NAME
 LANDSCAPE
 PLAN

DESIGNER
 TF

DATE: APRIL 15TH, 2014

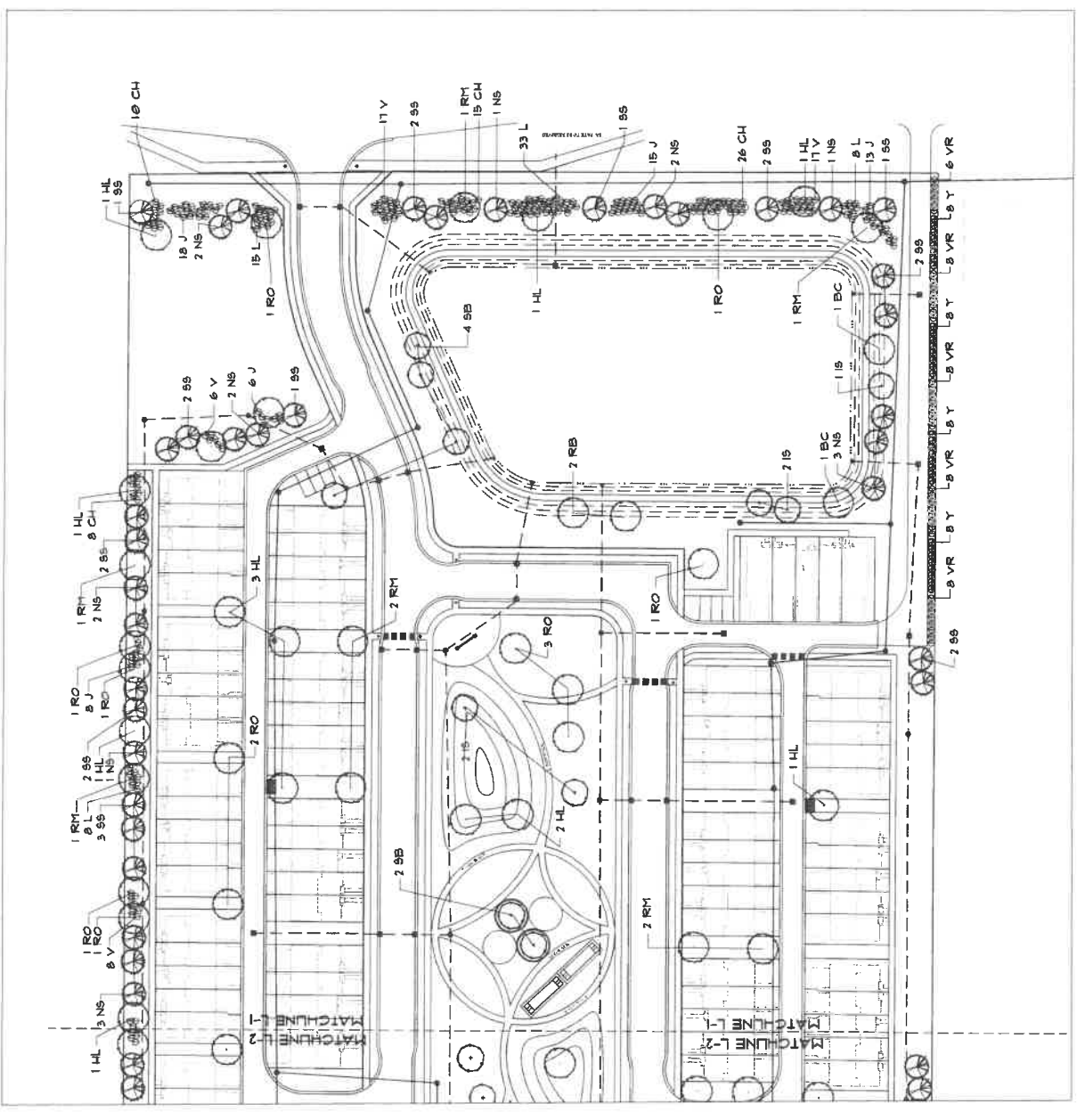
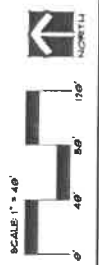
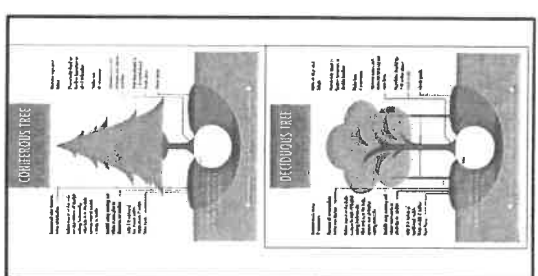
SHEET
 1

PLANT SCHEDULE

SYMBOL	TEXT	COMMON NAME	LANDSCAPE	HT	QUANTITY
①	SHADE TREES	SHADE TREES			
②	SHADE TREES	SHADE TREES			
③	SHADE TREES	SHADE TREES			
④	SHADE TREES	SHADE TREES			
⑤	SHADE TREES	SHADE TREES			
⑥	SHADE TREES	SHADE TREES			
⑦	SHADE TREES	SHADE TREES			
⑧	SHADE TREES	SHADE TREES			
⑨	SHADE TREES	SHADE TREES			
⑩	SHADE TREES	SHADE TREES			
⑪	SHADE TREES	SHADE TREES			
⑫	SHADE TREES	SHADE TREES			
⑬	SHADE TREES	SHADE TREES			
⑭	SHADE TREES	SHADE TREES			
⑮	SHADE TREES	SHADE TREES			
⑯	SHADE TREES	SHADE TREES			
⑰	SHADE TREES	SHADE TREES			
⑱	SHADE TREES	SHADE TREES			
⑲	SHADE TREES	SHADE TREES			
⑳	SHADE TREES	SHADE TREES			
㉑	SHADE TREES	SHADE TREES			
㉒	SHADE TREES	SHADE TREES			
㉓	SHADE TREES	SHADE TREES			
㉔	SHADE TREES	SHADE TREES			
㉕	SHADE TREES	SHADE TREES			
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㉚	SHADE TREES	SHADE TREES			
㉛	SHADE TREES	SHADE TREES			
㉜	SHADE TREES	SHADE TREES			
㉝	SHADE TREES	SHADE TREES			
㉞	SHADE TREES	SHADE TREES			
㉟	SHADE TREES	SHADE TREES			
㊱	SHADE TREES	SHADE TREES			
㊲	SHADE TREES	SHADE TREES			
㊳	SHADE TREES	SHADE TREES			
㊴	SHADE TREES	SHADE TREES			
㊵	SHADE TREES	SHADE TREES			
㊶	SHADE TREES	SHADE TREES			
㊷	SHADE TREES	SHADE TREES			
㊸	SHADE TREES	SHADE TREES			
㊹	SHADE TREES	SHADE TREES			
㊺	SHADE TREES	SHADE TREES			
㊻	SHADE TREES	SHADE TREES			
㊼	SHADE TREES	SHADE TREES			
㊽	SHADE TREES	SHADE TREES			
㊾	SHADE TREES	SHADE TREES			
㊿	SHADE TREES	SHADE TREES			

BUFFER REQUIREMENTS

NO. OF TREES	PLANT	QUANTITY	COMMENTS
1	SHADE TREE	1	MINIMUM BUFFER
2	SHADE TREE	2	MINIMUM BUFFER
3	SHADE TREE	3	MINIMUM BUFFER
4	SHADE TREE	4	MINIMUM BUFFER
5	SHADE TREE	5	MINIMUM BUFFER
6	SHADE TREE	6	MINIMUM BUFFER
7	SHADE TREE	7	MINIMUM BUFFER
8	SHADE TREE	8	MINIMUM BUFFER
9	SHADE TREE	9	MINIMUM BUFFER
10	SHADE TREE	10	MINIMUM BUFFER
11	SHADE TREE	11	MINIMUM BUFFER
12	SHADE TREE	12	MINIMUM BUFFER
13	SHADE TREE	13	MINIMUM BUFFER
14	SHADE TREE	14	MINIMUM BUFFER
15	SHADE TREE	15	MINIMUM BUFFER
16	SHADE TREE	16	MINIMUM BUFFER
17	SHADE TREE	17	MINIMUM BUFFER
18	SHADE TREE	18	MINIMUM BUFFER
19	SHADE TREE	19	MINIMUM BUFFER
20	SHADE TREE	20	MINIMUM BUFFER
21	SHADE TREE	21	MINIMUM BUFFER
22	SHADE TREE	22	MINIMUM BUFFER
23	SHADE TREE	23	MINIMUM BUFFER
24	SHADE TREE	24	MINIMUM BUFFER
25	SHADE TREE	25	MINIMUM BUFFER
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29	SHADE TREE	29	MINIMUM BUFFER
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45	SHADE TREE	45	MINIMUM BUFFER
46	SHADE TREE	46	MINIMUM BUFFER
47	SHADE TREE	47	MINIMUM BUFFER
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49	SHADE TREE	49	MINIMUM BUFFER
50	SHADE TREE	50	MINIMUM BUFFER

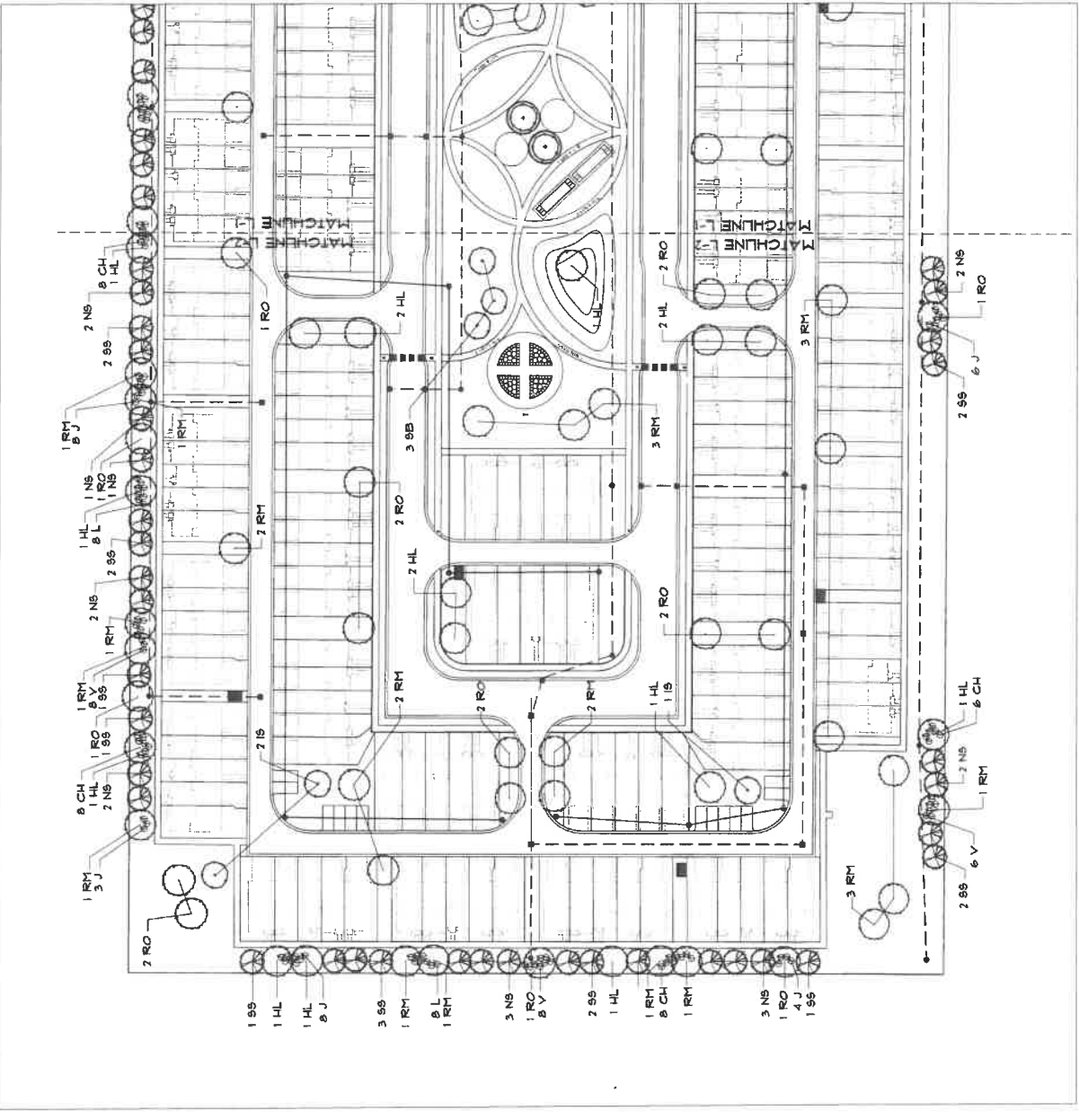


PLANT SCHEDULE

SYMBOL	REF.	COMMON NAME	SCIENTIFIC NAME	SIZE	QTY
○	10	RAJO CYPRESS	TAXODIUM DISTICHUM	7'11"	1
○	11	MORNING GLORY	IPOMOEA PURPUREA	12"	71
○	12	PRODRACIS	STELLA MEDIA	12"	1
○	13	REPTERITE HAZEL	FRAXINUS VIRGINICA	3 1/2"	30
○	14	PISTI GAC	ARTOCASUS SPINOSA	12"	30
○	15	SPYRIT BULBACE	SPYRITUS BULBACE	12"	8
○	16	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	17	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	18	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	19	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	20	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	21	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	22	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	23	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	24	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	25	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	26	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	27	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	28	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	29	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
○	30	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
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○	32	MANICURED JACINTA	SPYRITUS BULBACE	12"	1
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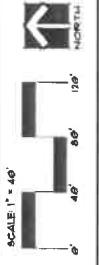
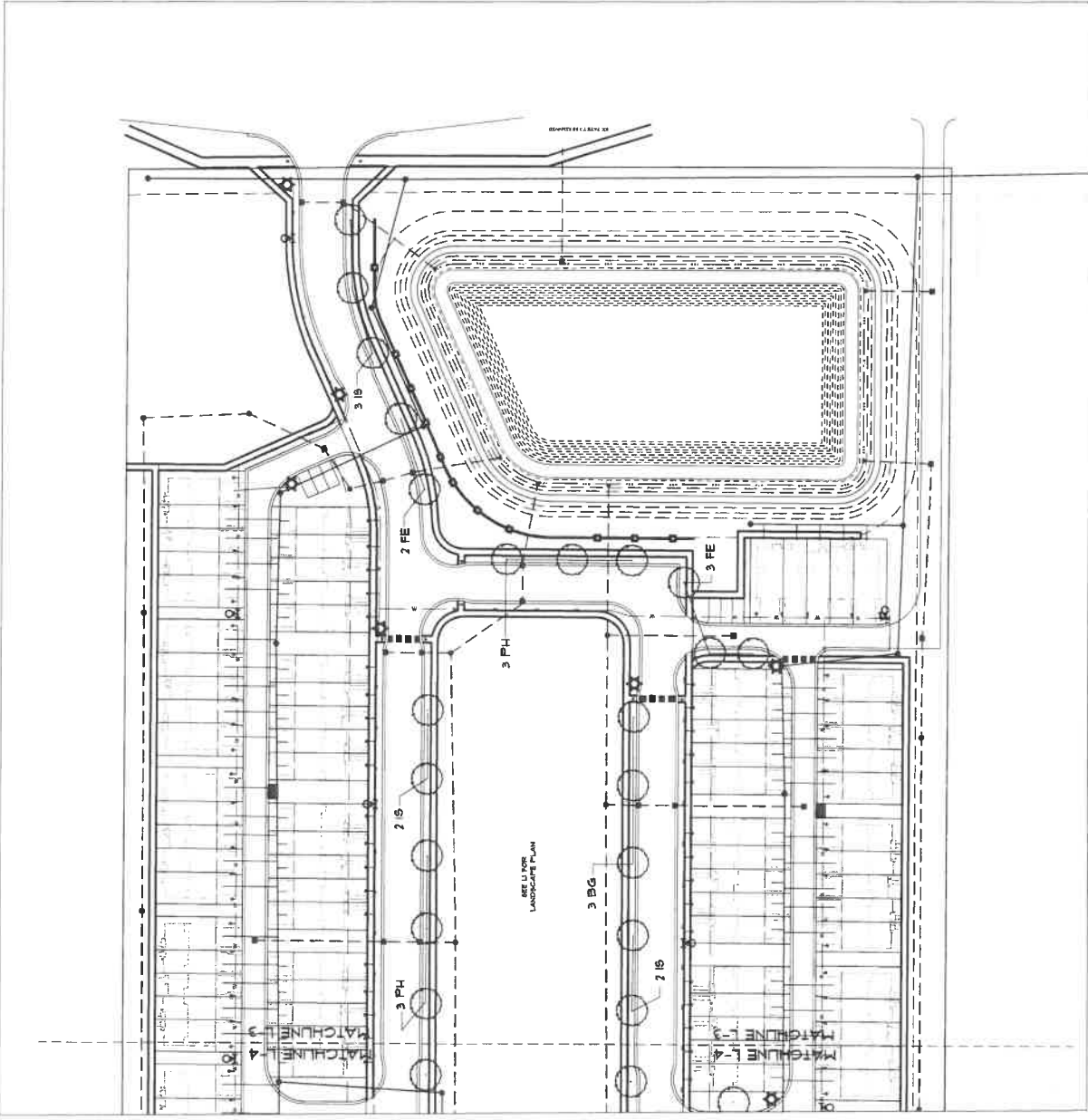
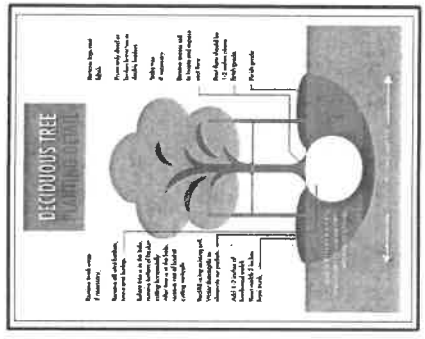
BUFFER REQUIREMENTS

PLANT	QUANTITY	PLANT	QUANTITY
SHADE TREE	4	SHADE TREE	4
EVERGREEN	17	EVERGREEN	17
SHRUBS	109	SHRUBS	109
PERENNIAL TRAIL		PERENNIAL TRAIL	
SHADE TREE	2	SHADE TREE	2
EVERGREEN	4	EVERGREEN	4
SHRUBS	10	SHRUBS	10



PLANT SCHEDULE

SYMBOL / KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY
SHADE TREES				
	BLACK THORN	PRUNUS SP.	2 1/2"	5
	PROSPER BLM	ULMUS AMERICANA	2 1/2"	10
	IVORY BILK (LILAC)	SYRINGA RETICULATA 'VICTORY'	2 1/2"	10
	PIRAMIDAL LORDBERRY	CORNUS STOLONATA	2 1/2"	5





DESIGNED FOR
 145 WOODLAND AVENUE
 NOLANVILLE, TX 78578

PROJECT NAME
 VILLAGE AT TRAIL CROSSING
 NOLANVILLE, TX

SHEET NAME
 STREET TYPH
 PLAN

DATE MARCH 21, 2024
 DRAWN BY
 TF

SHEET
 L4

PLANT SCHEDULE

SYMBOL KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY
SHADE TREES				
	BLACK TUPELO	NYSSA SILVATICA	2-1/2"	5
	FRONTAL ELM	ULMUS FRONTALIS	2-1/2"	10
	IVORY BIRCH	BETULA PICEATA 'IVORY'	2-1/2"	10
	PYRAMIDAL HORNBEAM	CORNUS BRILLIJA 'PYRAMIDALIS'	2-1/2"	5

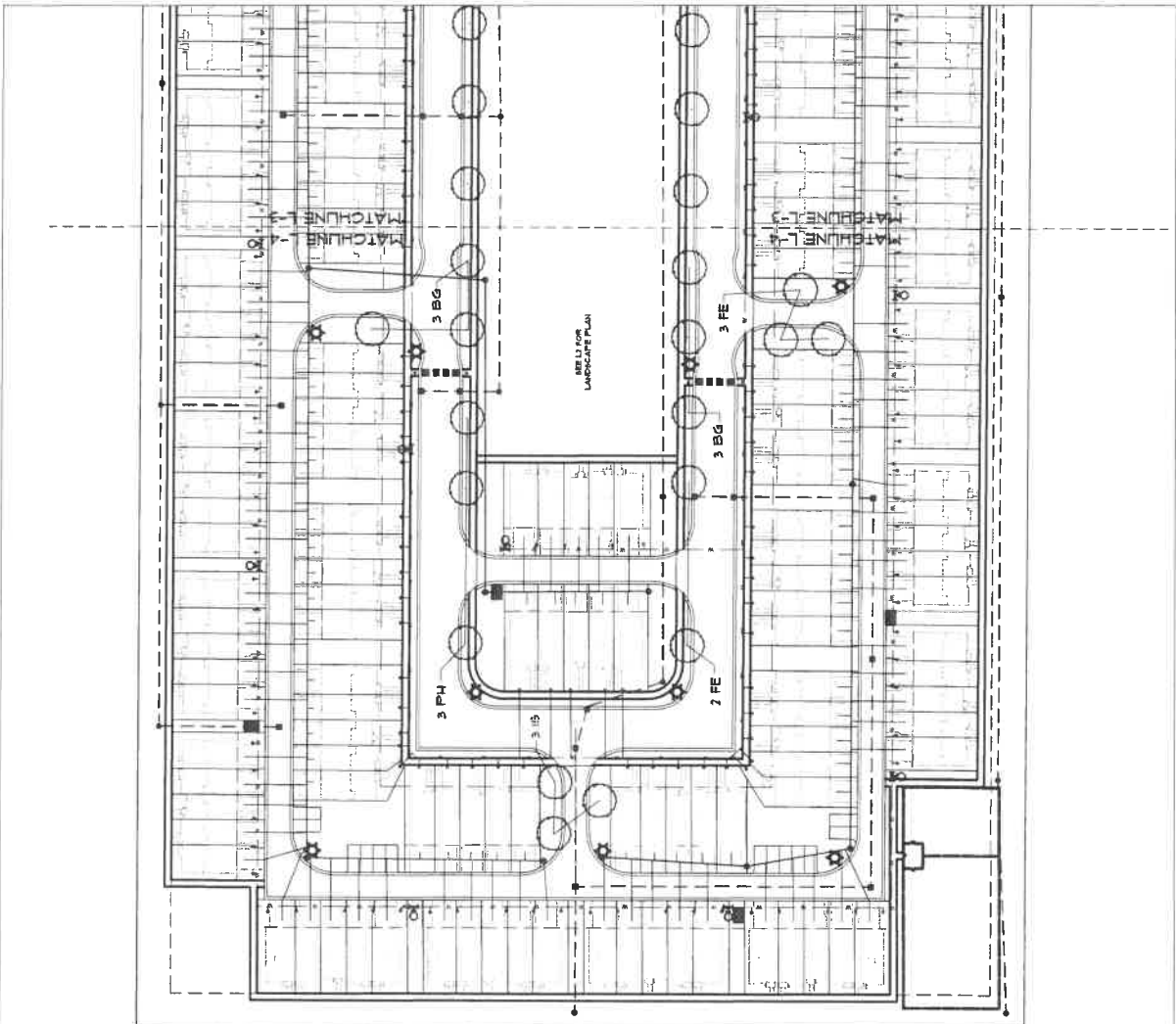
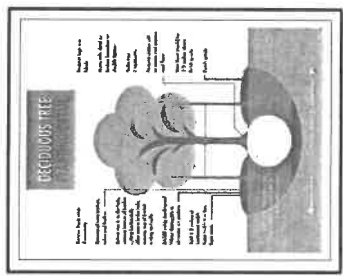


EXHIBIT C

ARCHITECTURAL STANDARDS

(Page 1 of 1)

Architectural Feature	Standard
Minimum Square Footage	1,300 sq. ft.
Corner Breaks (minimum)	5 per building
Front Façade Masonry (minimum)	24" wainscot – See Exhibit D
Secondary Façade Masonry (minimum)	n/a
Prohibited Siding Materials	Vinyl and Aluminum
Roof Pitch (minimum)	6:12 Secondary roof elements shall be 4.5:12 minimum
Roof Overhang (minimum inches measured from framing)	12"
Number of Windows – Primary Façade (minimum)	No less than 3 windows per dwelling unit. Amount of Windows are shown on the Dwelling Character Exhibits. Note there can be 3 to 6 units per building
Number of Windows – Secondary Façade (minimum)	No less than 2 windows per side of each building.
NO Monotony Code	All buildings may have similar architecture and can be same exterior colors

EXHIBIT D

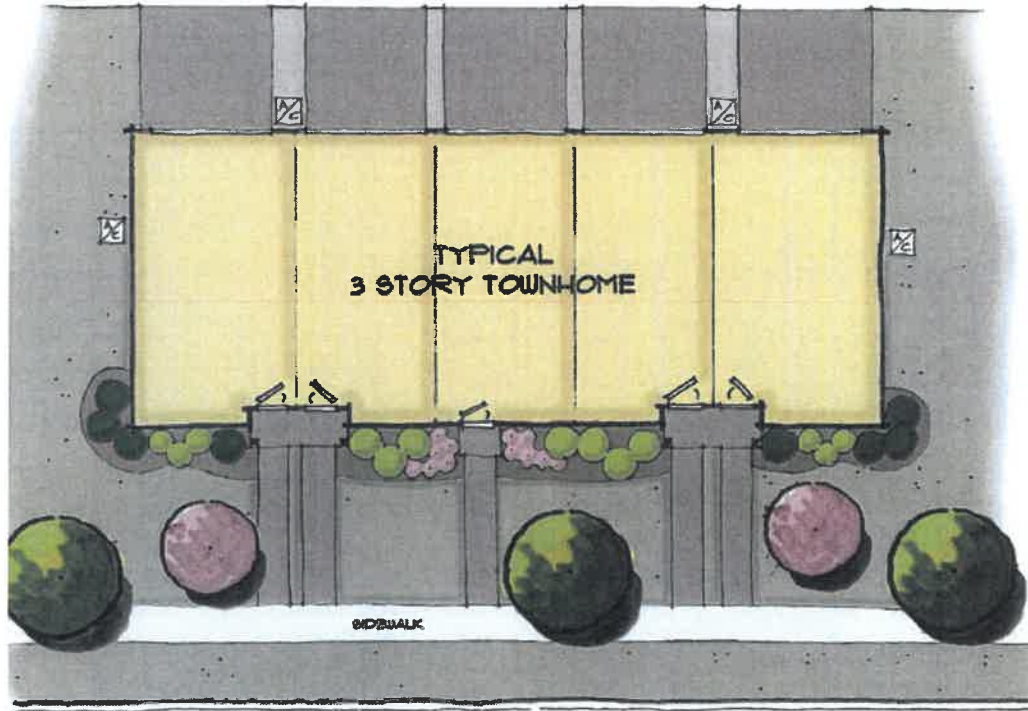
DWELLING CHARACTER EXHIBITS



EXHIBIT E

LOT LANDSCAPING

ALLEY



STREET

EXHIBIT F

COMMON AREA ENHANCEMENTS

(page 1 of 3)

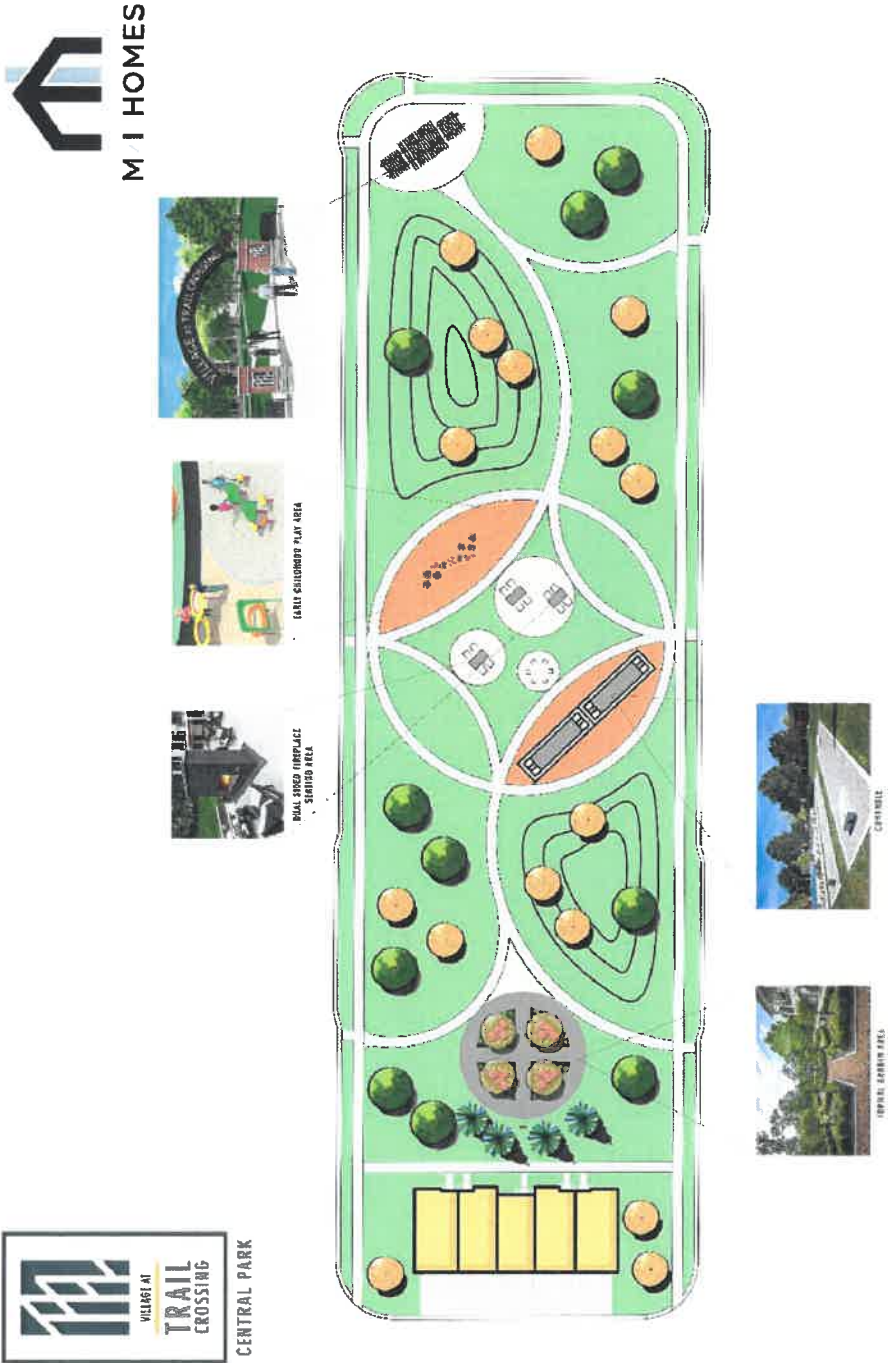


EXHIBIT F

COMMON AREA ENHANCEMENTS

(page 2 of 3)



EXHIBIT F

COMMON AREA ENHANCEMENTS

(page 2 of 2)



EXHIBIT G

DOG PARK

(page 1 of 1)

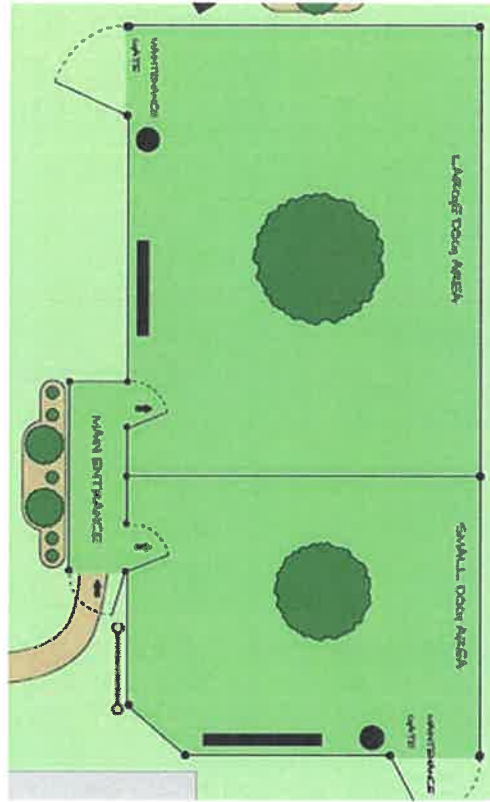


EXHIBIT H

Entrance Signage Exhibit
(page 1 of 1)

VILLAGE AT
**TRAIL
CROSSING**
OF NOBLESVILLE



EXHIBIT F

Waivers

The below is a list of Waivers (intended to summarize the text of the PD Ordinance) from the underlying UDO standards. Waivers are being requested to address townhome development in general which is proposed under the R5 Residential District of the UDO as directed by Staff.

- A. Modification of Minimum lot area per lot, Minimum lot width, front, side and rear yard setbacks, lot coverage bulk standards (see Section 5).
- B. Modification of lot/building landscaping for townhome dwelling format.
- C. Reduction the Buffer Yard and Peripheral Yard: north, west and south sides – 25’ and 25’ to address trial fronting and exterior facing townhome dwellings and tree preservation along the south perimeter of the site.
- D. 25’ Peripheral Yard planting area with significant setback from Hazel Dell Road.
- E. Open space as illustrated on the Preliminary Development Plan.
- F. Amended sign standards to permit unique column design signs flanking the neighborhood entrance.
- G. Infrastructure standards addressed to accommodate alley standards and road geometrics to accommodate central green and internal parking site format.

COMMITMENTS CONCERNING USE AND DEVELOPMENT OF REAL ESTATE

Document Cross Reference: Warranty Deed Recorded with the Hamilton County Recorder's Office on March 4, 2016, as Instrument No. 2016-09904; Warranty Deed Recorded with the Hamilton County Recorder's Office on October 30, 2007, as Instrument No. 2007-61494; and , Warranty Deed Recorded with the Hamilton County Recorder's Office on October 30, 2007, as Instrument No. 2007-61496.

WHEREAS, the Developer filed a petition under Docket Number LEGP 0040-2024 and LEGP 0041-2024 seeking rezone approval to a Planned Unit Development Ordinance to be known as the "Village at Trail Crossing" (the "Request") with the City of Noblesville's Plan Commission (the "Plan Commission") and the City of Noblesville's Common Council (the "Council") pertaining parcels of real estate that are identified by the Hamilton County, Indiana Auditor's Office as a portion of Tax Parcel Identification Numbers 10-10-04-00-00-007.001; 10-10-04-00-00-008.000; and, 10-10-04-00-00-007.000 (collectively, the "Real Estate"), which Real Estate is more particularly described in Exhibit A which is attached hereto and incorporated herein by reference;

WHEREAS, the Developer is requesting the Council to consider approval of the Request subject to the following commitments (the "Commitments");

NOW THEREFORE, the Developer makes the following Commitments to the Plan Commission regarding the use and development of the Real Estate:

Section 1. Commitments. The Real Estate is subject to the following Commitments:

- A. Renting and Leasing: The following text shall be included in the Covenants, Conditions and Restrictions (the "CCR's") that will be prepared and recorded with the Office of the Recorder of Hamilton County, Indiana which CCR's shall govern the townhome residential community that is the subject of the Request:

Renting and Leasing. An owner of a townhome unit (the "Residential Unit") shall not be permitted to lease their Residential Unit for income to a 3rd party until that owner has owned and resided in the subject Residential Unit for a period of at least twelve (12) months. After the twelve (12) month period has expired, the owner shall be permitted to lease the Residential Unit for income to a 3rd party; however, said lease term to any 3rd party is required to be for a period of at least twelve (12) months.

However, the above described Renting and Leasing limitation shall not be applicable in the event of either: (i) hardship as defined in this paragraph; or, (ii) acquisition of a Residential Unit by a lender through foreclosure, deed in lieu of foreclosure or similar proceedings, which in both cases the owner of a Residential Unit shall be entitled to lease the Residential Unit for residential purposes. Hardship is defined as a personal or financial situation that, without allowing renting or leasing of a Residential Unit, significant financial harm shall occur to the Owner. The Owner must inform the

Homeowner's Association Board of the specific circumstances of the hardship, and provide the Homeowner's Association Board with a copy of the proposed lease.

All lease or rental agreements permitted by this Section 1 must be in writing and shall be provided to the Homeowner's Association Board.

Section 2. Definitions.

1. Developer. MI Homes of Indiana, L.P.
2. Director. The Director of Planning and Development for the City of Noblesville, Indiana.

Section 3. Modification of Commitments. These Commitments shall continue in effect until modified or terminated. These Commitments shall only be modified or terminated by the Plan Commission in accordance with the City of Noblesville's Unified Development Ordinance.

Section 4. Effective Date. These Commitments shall be effective upon the City Council's approval of the Request.

Section 5. Recording. These Commitments shall be recorded with the Office of the Recorder of Hamilton County, Indiana by the Developer upon approval of the Request by the Council and Developer's acquisition of the Real Estate. Within fifteen (15) days after the recording of these Commitments, the Developer shall provide to the Director a recorded copy of these Commitments.

Section 6. Enforcement. These Commitments may be enforced by the Director, the Department of Planning and/or the Plan Commission.

Section 7. Binding on Successors. These Commitments are binding upon (i) each owner of the Real Estate and (ii) upon each owner's successors, assigns and grantees with respect to the portion of the Real Estate owned by such successor, assign and grantee and during such successor's, assign's and grantee's ownership, unless modified or terminated by the Plan Commission pursuant to the requirements herein. Notwithstanding the provisions of this Section 7, these Commitments shall terminate as to any part or parts of the Real Estate for which the zoning district or classification is later changed after the Effective Date.

IN WITNESS WHEREOF, MI Homes of Indiana, L.P., as the Developer, have caused these Commitments to be executed as of the dates identified below.

“Developer”

MI Homes of Indiana, L.P.

By: 

Name: Jonathan Isaacs, Director of Land Acquisition

Date: May 10, 2024

STATE OF INDIANA)
) SS.:
COUNTY OF Marion)



Before me the undersigned, a Notary Public, in and for said County and State, personally appeared Jonathan Isaacs, Director of Land Acquisition of MI Homes of Indiana, L.P., as Owner, who acknowledged the execution and the foregoing Commitments Concerning Use and Development of Real Estate this 10th day of May, 2024 entity.

WITNESS my hand and Notarial Seal this 10th day of May, 2024.

My Commission Expires: 2-6-2026 
Notary Public

Residing in Daleville Barrie A. Props
County of Delaware Printed Name

This instrument prepared by James E. Shinaver, Nelson & Frankenberger, 550 Congressional Blvd., Suite 210, Carmel, IN 46032.

Return to: James E. Shinaver, Nelson & Frankenberger, 550 Congressional Blvd., Suite 210, Carmel, IN 46032.

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. James E. Shinaver.

EXHIBIT A

Legal Description (Page 1 of 2)

Parcel 1:

A part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 4 East, in Hamilton County, Indiana, described as follows: Begin at the Southeast corner of the North Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 4 East, run thence west on and along a fence line, said line being the south line of the said North Half, 1339.5 feet to an iron stake and corner post; thence north parallel with the East line of said Northeast Quarter, 436.3 feet to an iron stake; thence east parallel with the south line of said North Half, 1339.5 feet to intersection with the east line of said North Half; thence south on and along the said East line, 436.3 feet to the place of beginning. EXCEPTING THEREFROM That part deeded to the City of Noblesville, Hamilton County, Indiana by deed recorded October 30, 2007 as Document No. 2007061494 described as follows: A part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 4 East, in Hamilton County, Indiana, described as follows: Beginning of the southeast corner of said half-quarter-quarter section; thence North 89 degrees 44 minutes 05 seconds west 74.97 feet along the south line of said half-quarter-quarter section; thence North 0 degrees 02 minutes 18 seconds west 435.38 feet; thence Northerly 0.92 feet along an arc to the left having a radius of 9925.00 feet and subtended by a long chord having a bearing of North 0 degrees 02 minutes 26 seconds West and a length of 0.92 feet to the north line of the grantor's land; thence South 89 degrees 44 minutes 05 seconds East 74.96 feet along said north line to the east line of said Northeast Quarter; thence South 0 degrees 02 minutes 24 seconds East 436.30 feet along said east line to the point of beginning.

Parcel 2:

A part of the Northeast Quarter of Section 4, Township 18 North, Range 4 East, located in Noblesville Township, Hamilton County, Indiana, being bounded as follows: Commencing at the northeast corner of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 4 East; thence South 00 degrees 00 minutes 00 seconds (assumed bearing) 228.11 feet on and along the East line of said Northeast Quarter to the Northeast corner of the 13.42 acre exception described in Instrument Number 160 and recorded in Deed Record 180, Page 65 in the records of Hamilton County, Indiana; thence North 89 degrees 31 minutes 24 seconds West 334.93 feet on and along the North line of said 13.42 acre tract of land to the POINT OF BEGINNING of this description; thence North 00 degrees 00 minutes 00 seconds 227.85 feet parallel with the East line of said Northeast Quarter to the North line of the Southeast Quarter of said Northeast Quarter; thence North 89 degrees 33 minutes 55 seconds West 995.97 feet on and along the North line of the Southeast Quarter of said Northeast Quarter to the Northwest corner of the Southeast Quarter of said Northeast Quarter; thence South 00 degrees 06 minutes 36 seconds west 227.11 feet on and along the West line of the Southeast Quarter of said Northeast Quarter to its point of intersection with the Westerly extension of the North line of said 13.42 acre tract of land; thence South 89 degrees 31 minutes 24 seconds East 1,006.41 feet on and along the north line of said 13.42 acre tract of land to the POINT OF BEGINNING.

EXHIBIT A

Legal Description (Page 2 of 2)

Parcel 3:

A part of the Southeast Quarter of the Northeast Quarter of Section 4, Township 18 North, Range 04 East, Noblesville Township, Hamilton County, Indiana. This description prepared by: Bruce E. Strack, Indiana LS 20200057, working for Stoeppelwerth and Associates, Inc. as part of Project 97780OLF, being more particularly described as follows:

Commencing at the Northeast corner of said Quarter-Quarter Section; thence South 00 degrees 02 minutes 07 seconds East, along the East line of said Quarter-Quarter Section, a distance of 22.29 feet to a point 20.00 feet South of the centerline of the Midland Trace Trail; thence North 89 degrees 45 minutes 57 seconds West, along a line parallel with and 20.00 feet South of said centerline, a distance of 77.57 feet to the West Right-of-Way line of Hazel Dell Road, as described in Instrument Number 2007064496 in the Office of the Recorder of Hamilton County, Indiana, and the POINT OF BEGINNING of this description; said point also being a point on a non-tangent curve concave easterly, the radius point of which bears North 89 degrees 49 minutes 55 seconds East a distance of 9925.00 feet; thence southerly, along said curve, an arc length of 205.85 feet to the North line of the land described in Deed Book 312, Page 92 in said Recorder's Office; thence North 89 degrees 43 minutes 49 seconds West, along said line, a distance of 269.97 feet to the West line of the land described in Instrument Number 200000029961 in said Recorder's Office; thence North 00 degrees 02 minutes 07 seconds West, along said line, a distance of 205.65 feet to the South line of the land described in Instrument Number 2017042701 in said recorder's Office; thence South 89 degrees 45 minutes 57 seconds East, along said line, a distance of 267.35 feet to the Point of Beginning, Containing 1.267 acres, more or less.

EXHIBIT A

Depiction of Legal Description
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