

MONROE COUNTY ORDINANCE REVIEW COMMITTEE



**March 11, 2024
4:00 pm**

**Hybrid Meeting
In-person**

Monroe County Government Center
Planning Department
501 N. Morton Street, Suite 224
Bloomington, IN 47404

Virtual: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjE5ZjgwNGEtOGQwMi00NTcxLTgyNTYtNTNkMDYxMjgxZjNj%40thread.v2/0?context=%7b%22id%22%3a%2249a60700-4c0c-4ece-b904-fb92c600e553%22%2c%22Oid%22%3a%22db83725f-c48f-476f-8894-d4bb087d29f8%22%7d

If calling into the meeting, dial: 872-242-9432; PIN: 797 660 837#
When prompted, enter the Meeting ID #: 265 021 119 870 Password: G4T7C7

A G E N D A
ORDINANCE REVIEW COMMITTEE
of the Monroe County Plan Commission

Monroe County Planning Department
HYBRID

When: March 11, 2024 at 4:00 PM

Where: 501 N Morton St, Suite 224

Or via Video Conference: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjE5ZjgwNGEtOGQwMi00NTcxLTgyNTYtNTNkMDYxMjgxZjNj%40thread.v2/0?context=%7b%22Tid%22%3a%2249a60700-4c0c-4ece-b904-fb92c600e553%22%2c%22Oid%22%3a%22db83725f-c48f-476f-8894-d4bb087d29f8%22%7d

If calling into the meeting, dial: 872-242-9432; PIN: 797 660 837#

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Password: G4T7C7

NEW BUSINESS:

TOPICS FOR DISCUSSION:

1. CDO Work Session –
CDO Feedback Survey

PAGE 3

2. Any other business properly brought before the committee

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact Monroe County Title VI Coordinator Angie Purdie, (812)-349-2553, apurdie@co.monroe.in.us, as soon as possible but no later than forty-eight (48) hours before the scheduled event.

Individuals requiring special language services should, if possible, contact the Monroe County Government Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed.

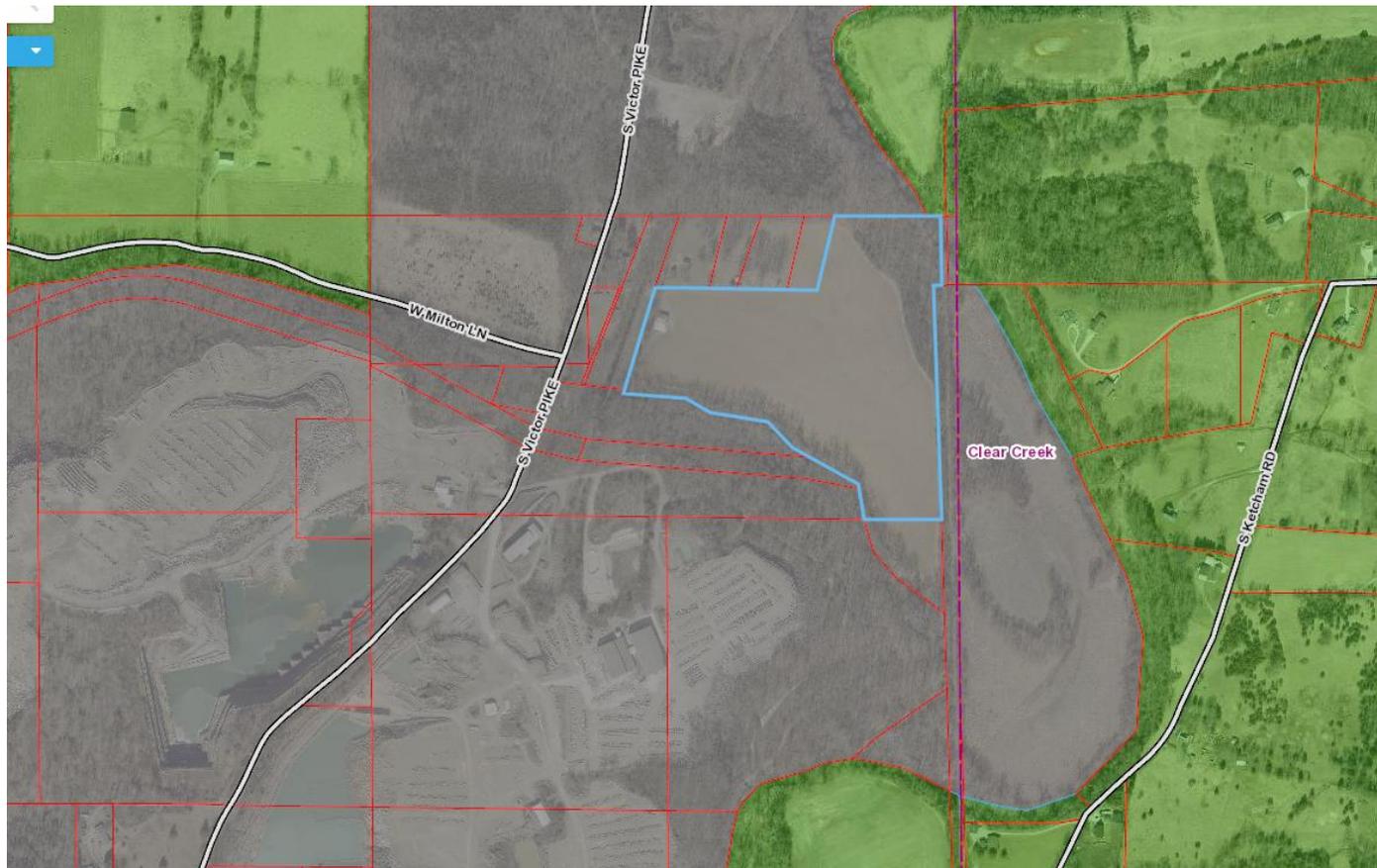
The meeting will be open to the public.

Address	Proposed Zone/Min Acreage	Existing Zone / Min Acreage	Existing Acreage	Current Use	Comp Plan	Score (0=strongly dissatisfied; 5=strongly satisfied)	Owner Filling Out Request	Number of Surveys	Staff Recommendation Upzone/ Downzone	ORC Recommendation	PC Recommendation
S Victor Pike (53-10-12-100-013.000-007)	ME	ME	25.08	Agricultural	Farm and F	0	Yes	1	Same		
E State Road 45 (53-06-09-100-012.000-003)	FR5 (5ac)	FR (5ac)	30	Vacant	Rural Resid	1	Yes	1	Same		
S Rockport Rd (53-08-19-200-027.000-008)	LB	LI	5.61	Vacant	MCUA Emp	0	Yes	1	Change		
110 N Oard Rd	AG2.5	AG/RR (2.5ac)	16.6	Vacant	MCUA Rura	0	Yes	1	Same		
200 E Winery Rd	LB & Ag2.5	AG/RR (2.5 ac) and PB	25.45	Winery	MCUA Rura	1	Yes	1	Same		
2000 N Packinghouse Rd	Mineral Extr	Quarry	13.28	Vacant	MCUA Qua	0	Yes	1	Same		
21 E Dillman Rd	Limited Busi	Pre-Existing Business	2.23	Commercial	MCUA Rura	0	Yes	1	Change		
2236 S Cave Rd	AG2.5	AG/RR (2.5 ac)	5	SFR	Rural Resid	1	Yes	1	Same		
2299 W Shaw Rd	SD (1 ac)	ER (1 ac)	1.86	SFR	MCUA Sub	0	No	1	Same		
2499 W Amherst Rd	SD (1 ac)	RS2 (0.5ac)	18	SFR & vaca	MCUA Sub	0	Yes	1	Downzone		
2886 S Walls St	UD (0.14 ac)	Residential Multi-Family 15 (RM)	0.5	Vacant	MCUA Mix	0	Yes	1	Same (depending on use table)		
3210 S Duncan Rd	Limited Busi	General Business	1.4	Residence	MCUA Mix	0	Yes	1	Downzone		
3500 S Snoddy Rd	Conservatio	Residential 1 (1 ac)	77.6	Single Fam	MCUA Con	0	Yes	4	Downzone		

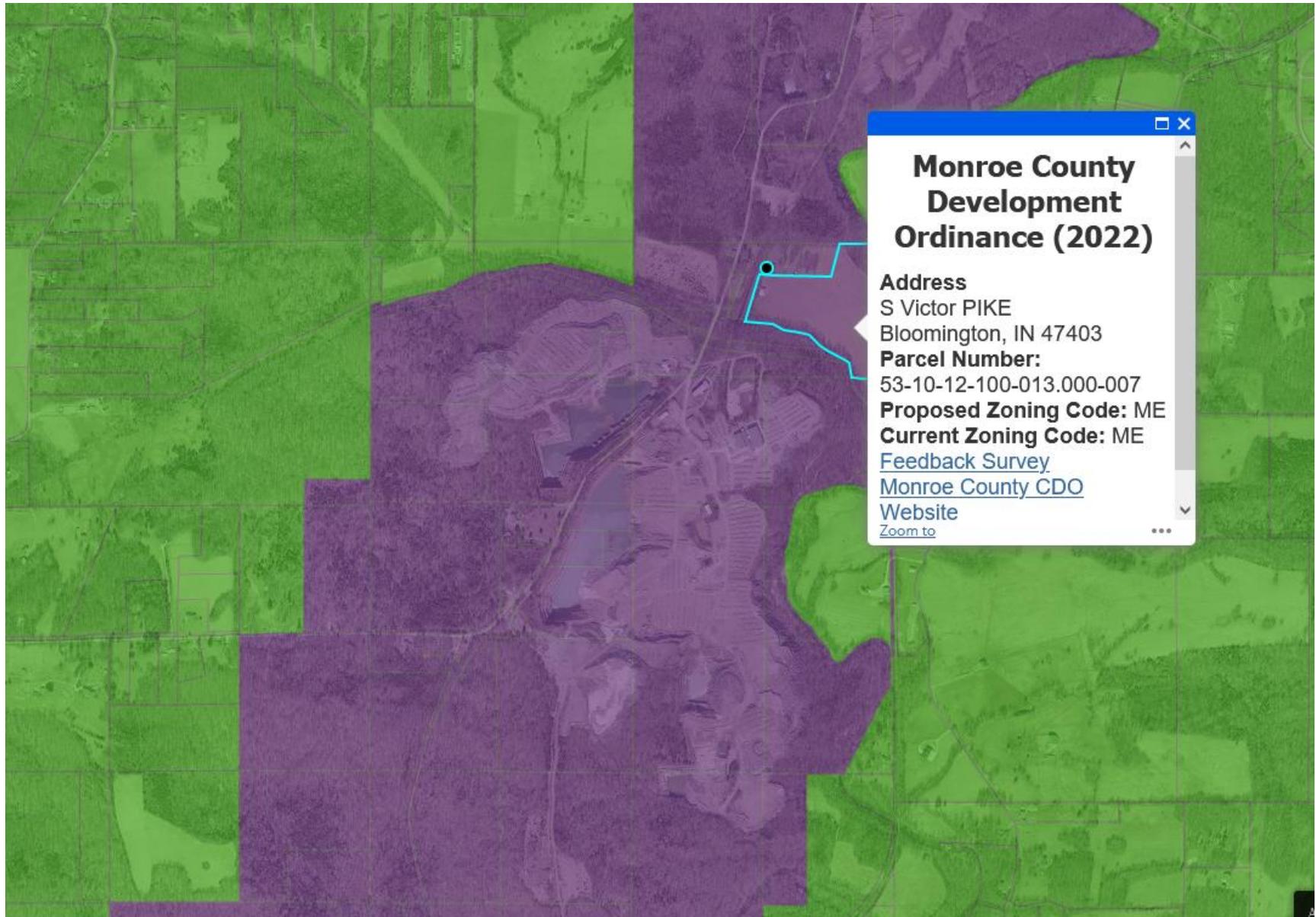
S Victor Pike (53-10-12-100-013.000-007)

– currently used as agricultural. Agricultural barn is the only structure on the 25+/- ac parcel. Survey comment: Our property will never be used for stone extraction, the stone quality is poor, and the land lies too low which creates to many water issues. The land across the tracks was also changed to stone extraction (unknown) to the owner. Please revert to AG.

Current Zoning – Mineral Extraction

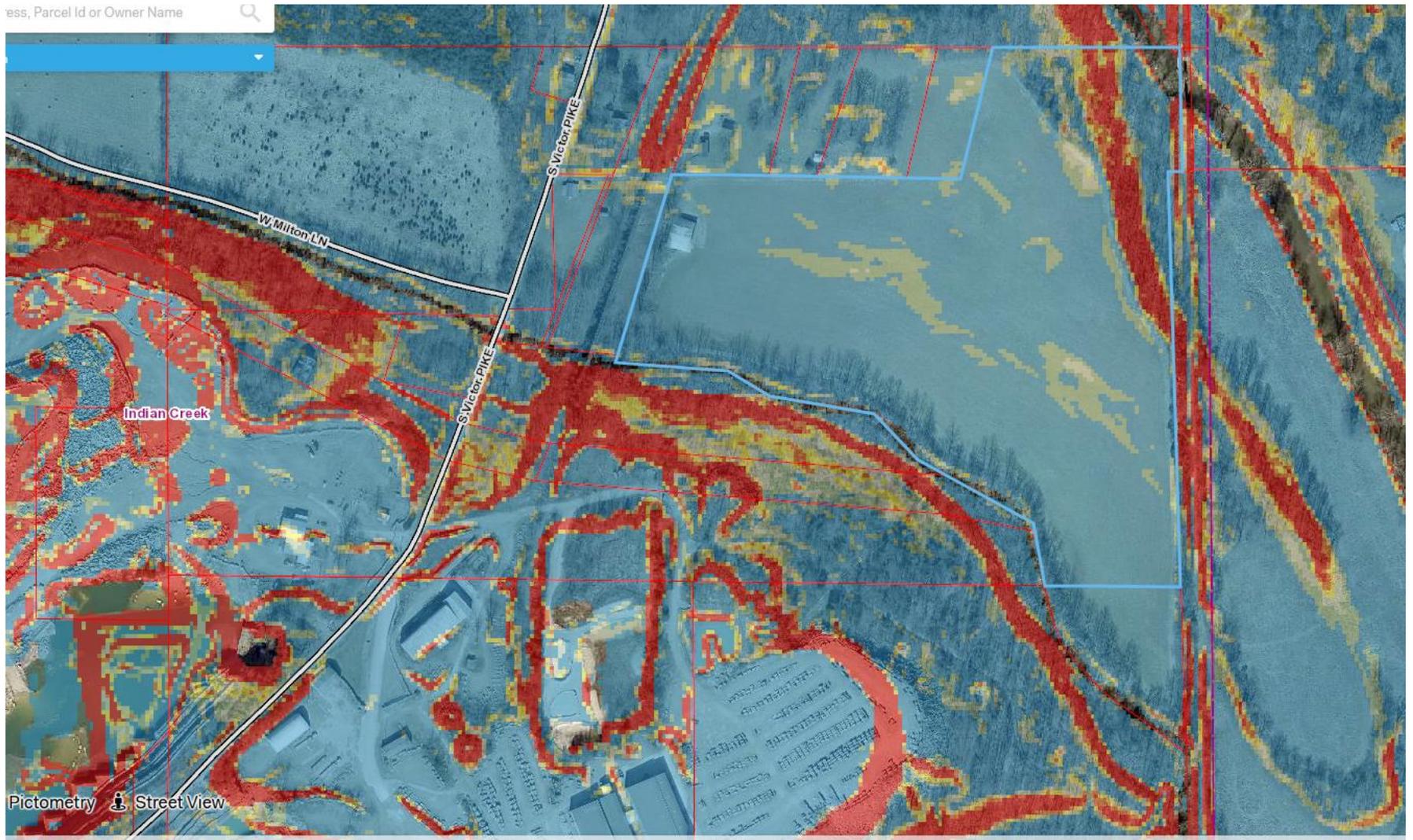


Proposed Zoning – Mineral Extraction



Buildable Area

Address, Parcel Id or Owner Name



Comp Plan



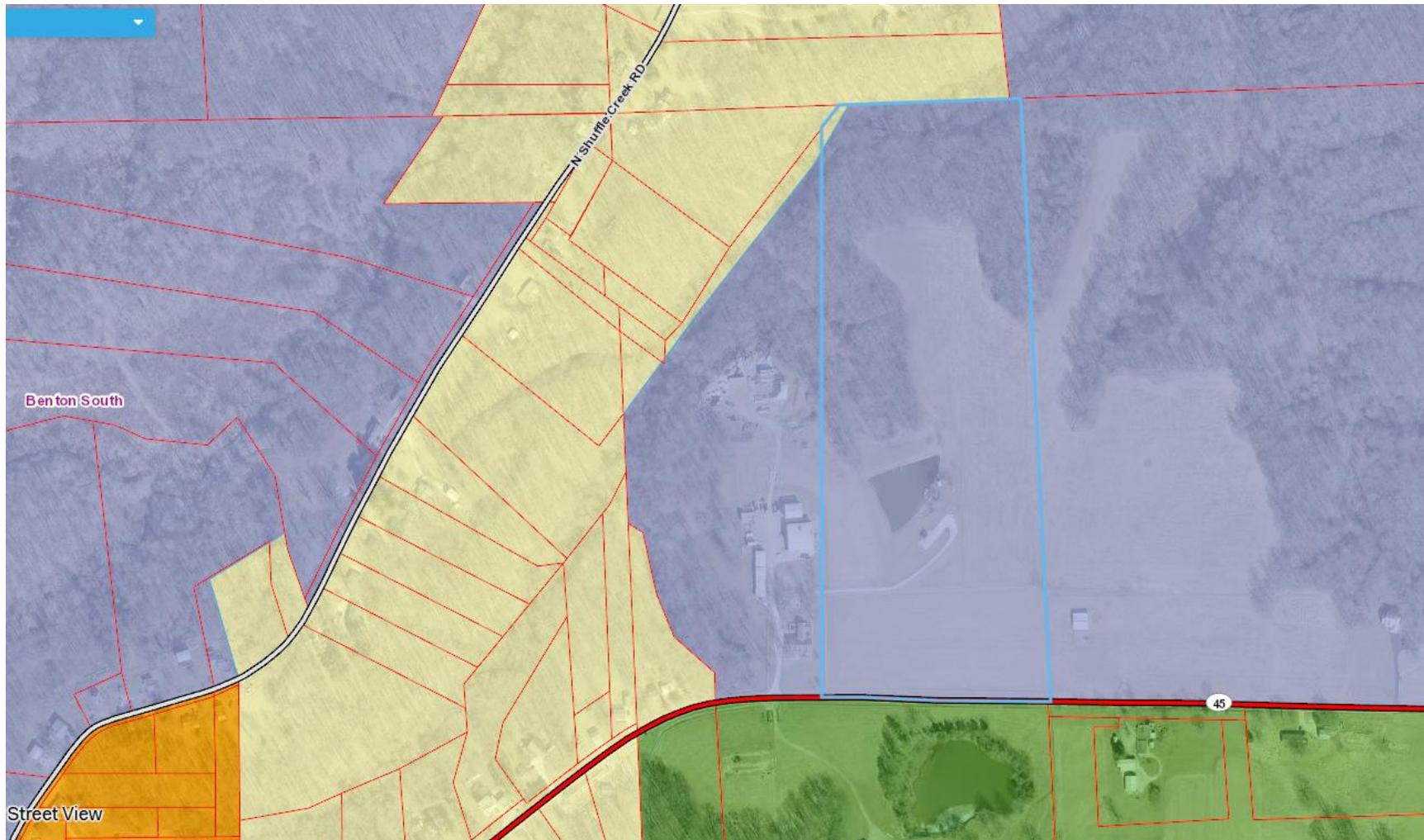
Environmental Constraints



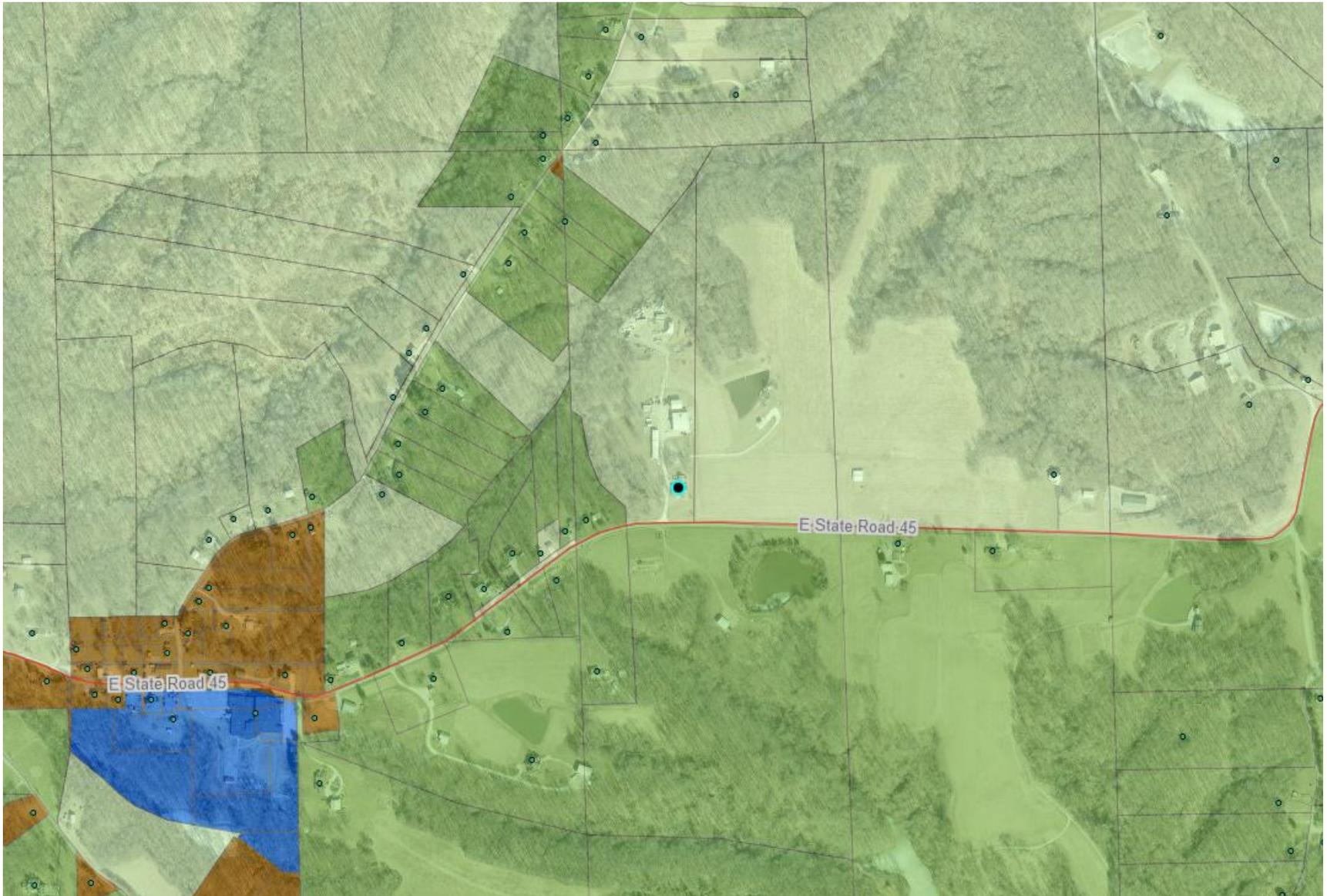
E State Road 45 (53-06-10-200-002.000-003)

– currently vacant – 30 +/- ac parcel. **Survey comment: I strongly feel it's time to update and change the minimum lot size in rural Monroe county to 2.5 acre lot's most people can't take care of 5 acres and 2.5 still will maintain the rural effect.**

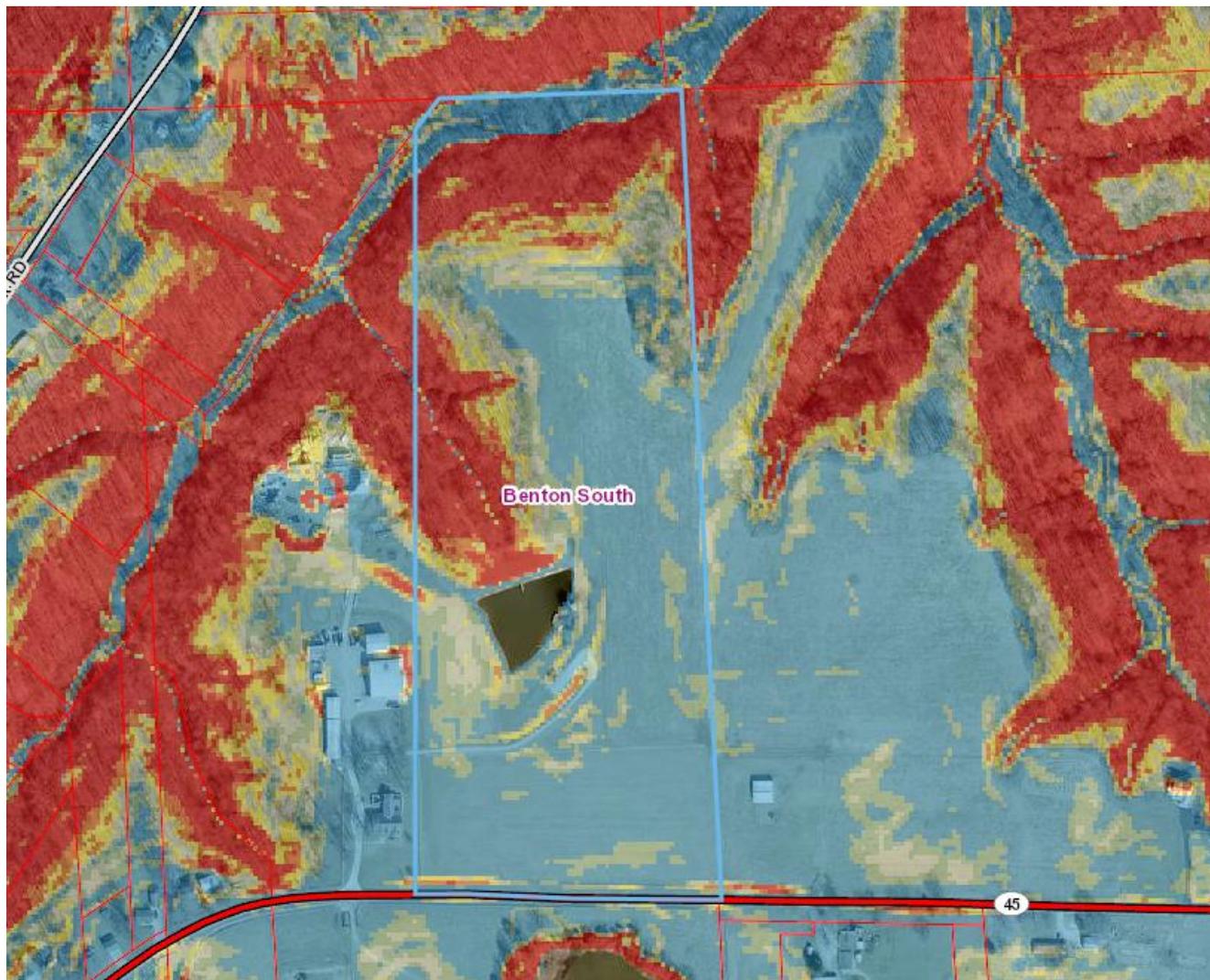
Current Zoning – Forest Reserve



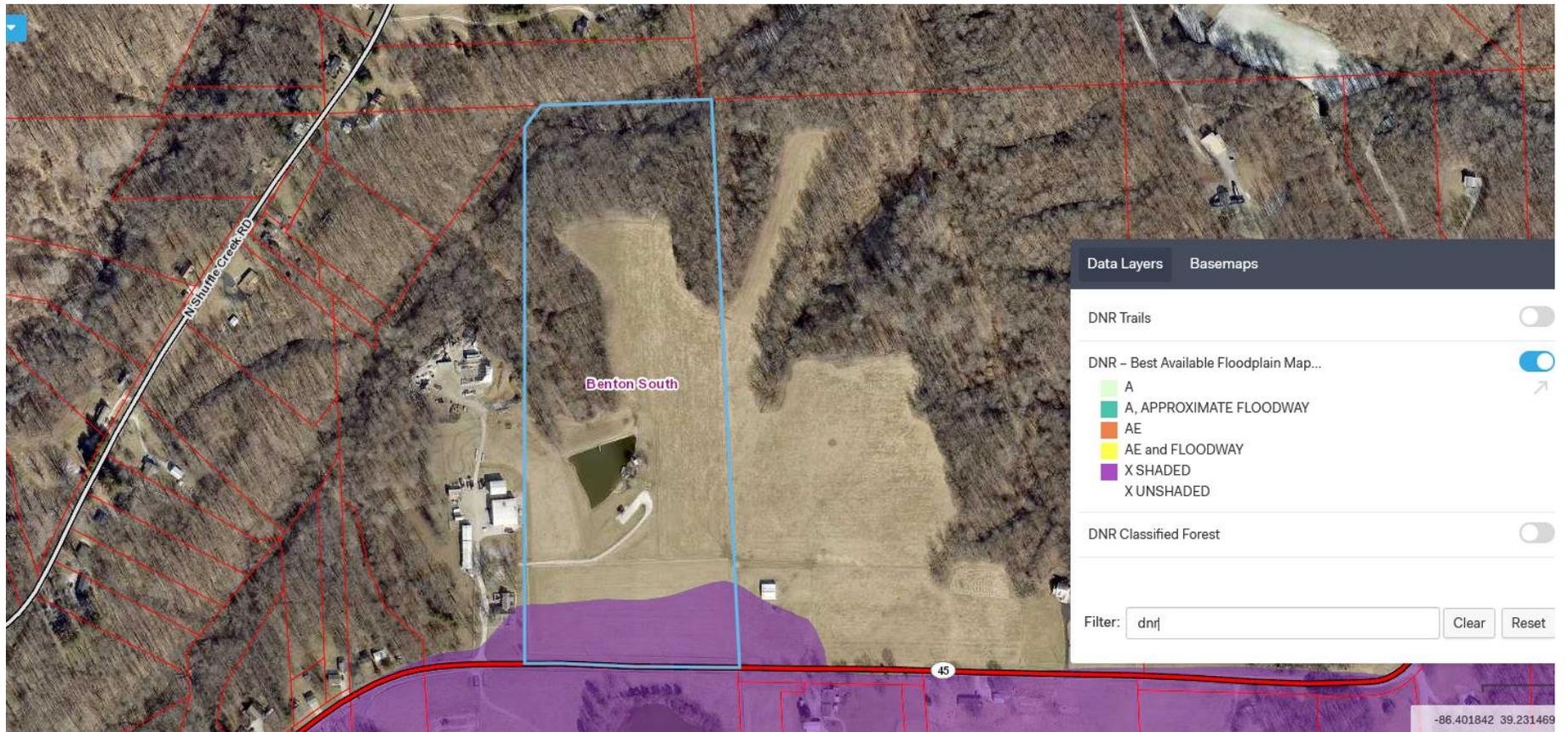
Proposed Zoning – Forest Reserve5



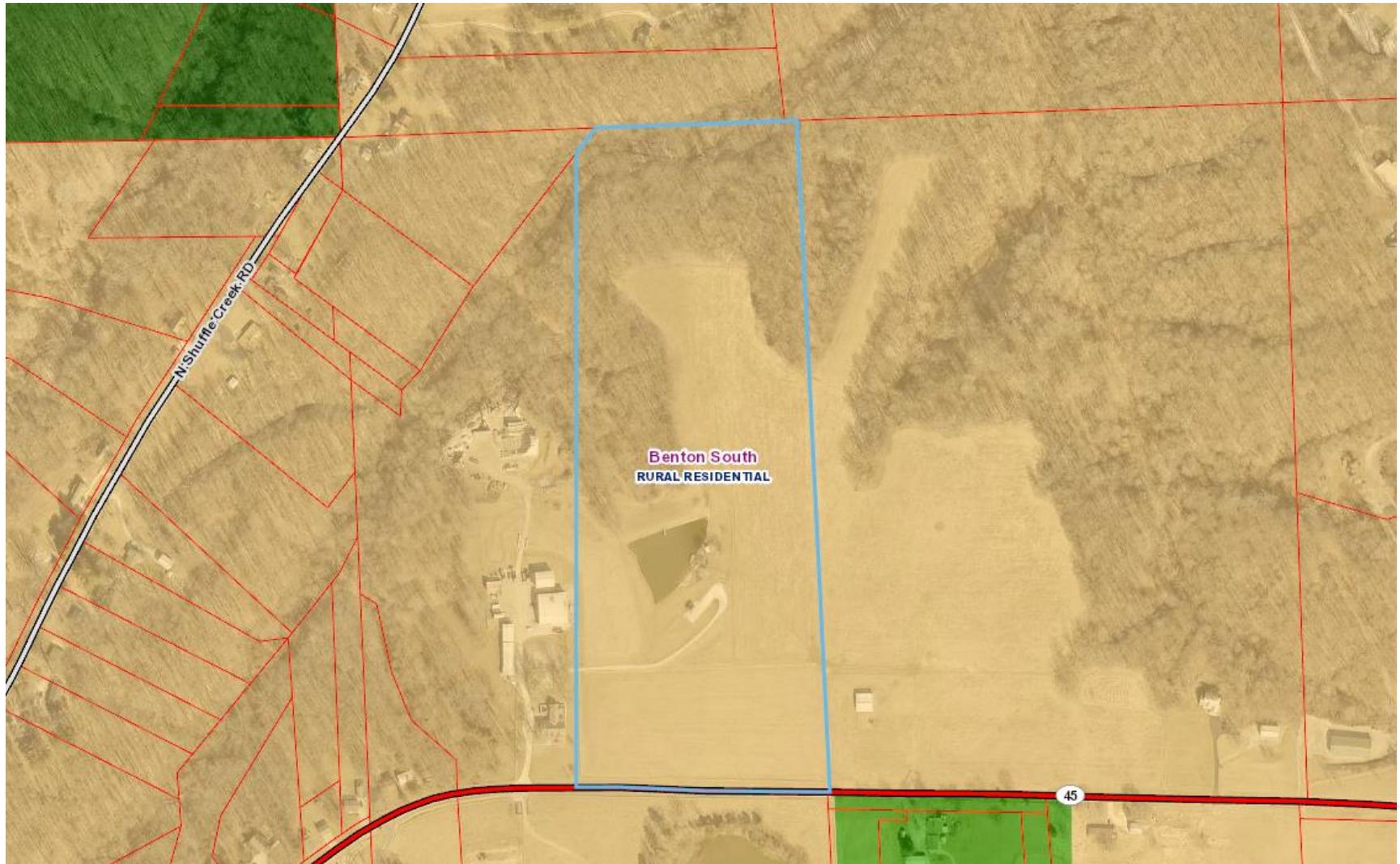
Buildable Area



Environmental Constraints



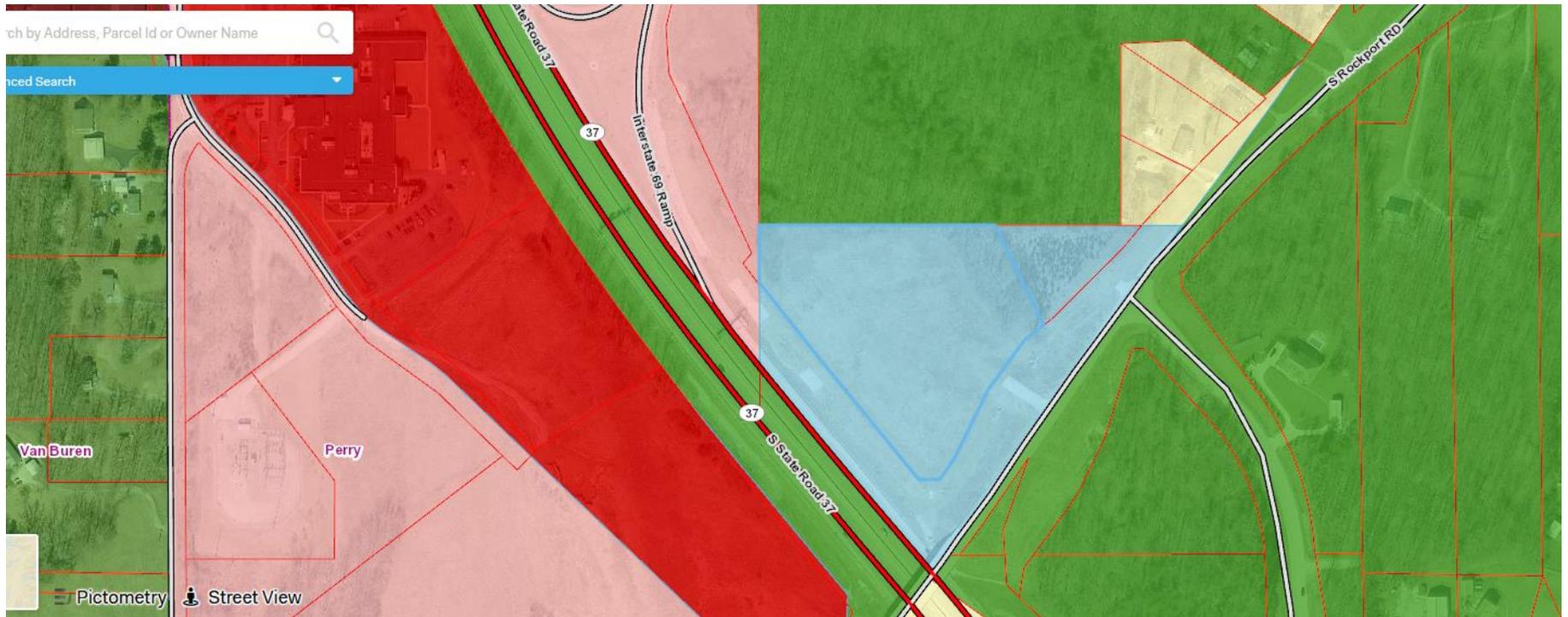
Comp Plan



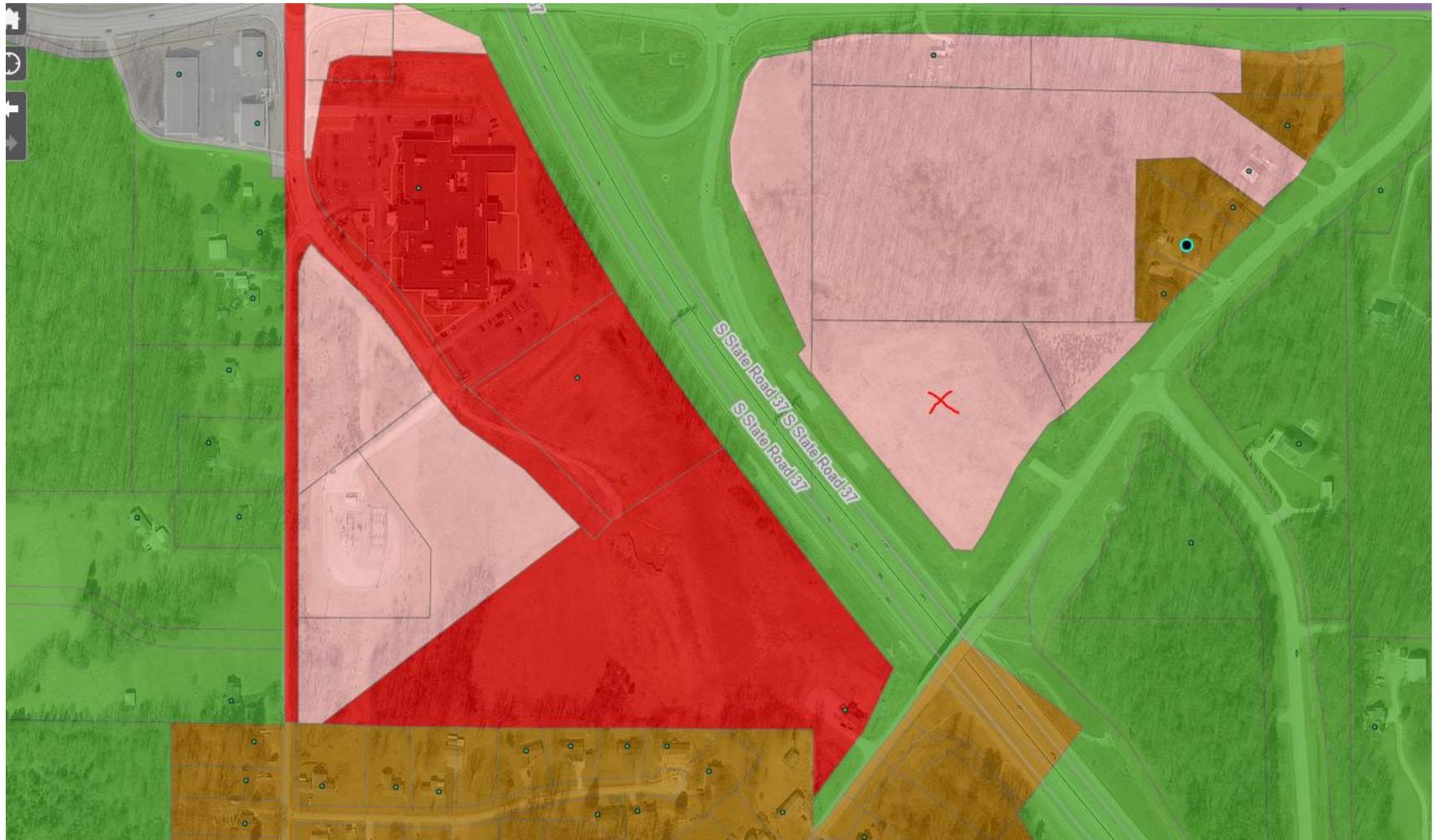
S Rockport Rd (53-08-19-200-027.000-008)

– currently vacant 5.61 ac parcel. **Survey comment: LB zoning is not appropriate for this parcel because there is no direct access from 169. There would be almost no drive by or foot traffic. Keeping the LI zoning allows for end users that do not require direct access.**

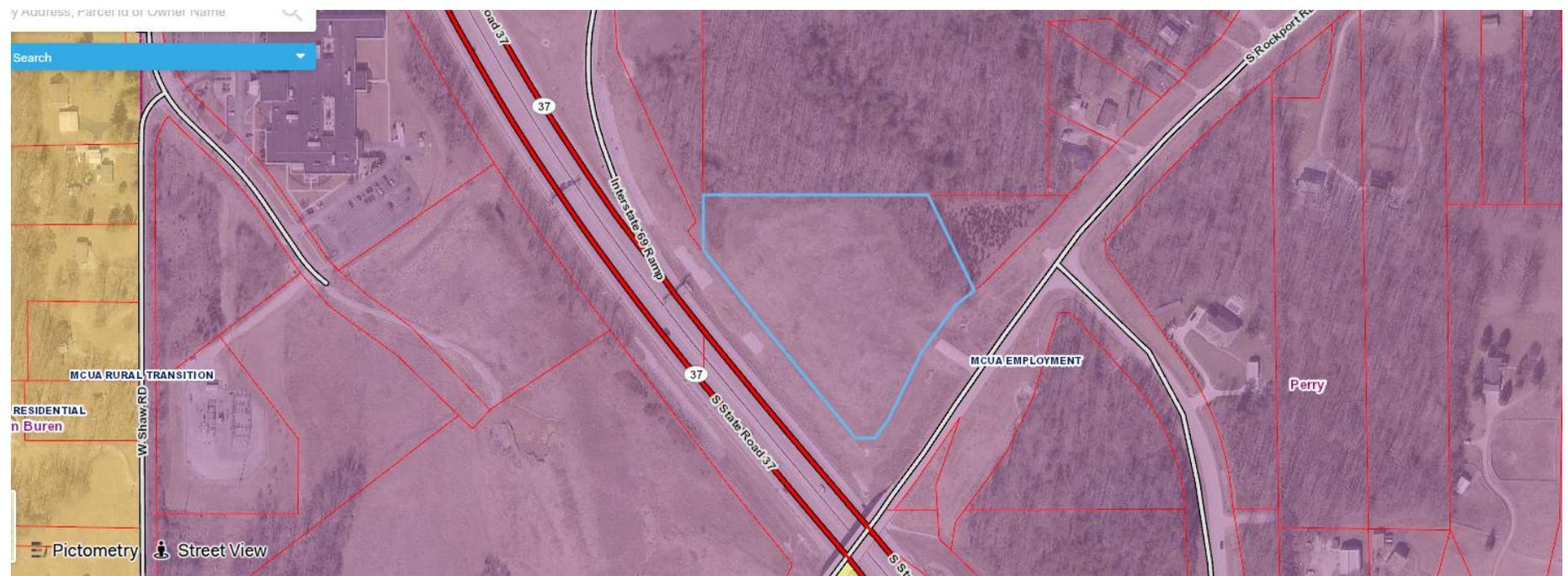
Current Zoning – Light Industrial



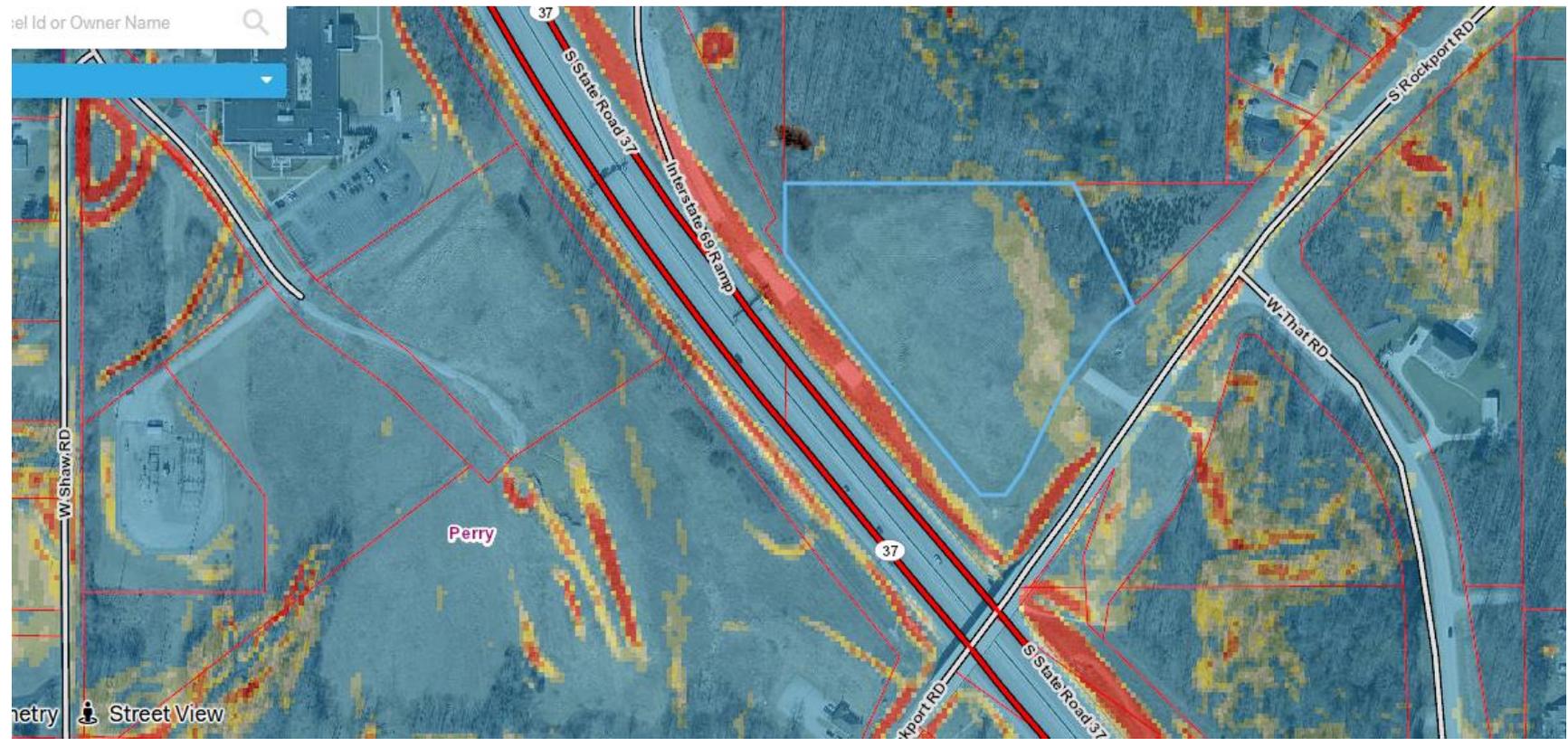
Proposed Zoning – Limited Business



Comp Plan – MCUA Employment



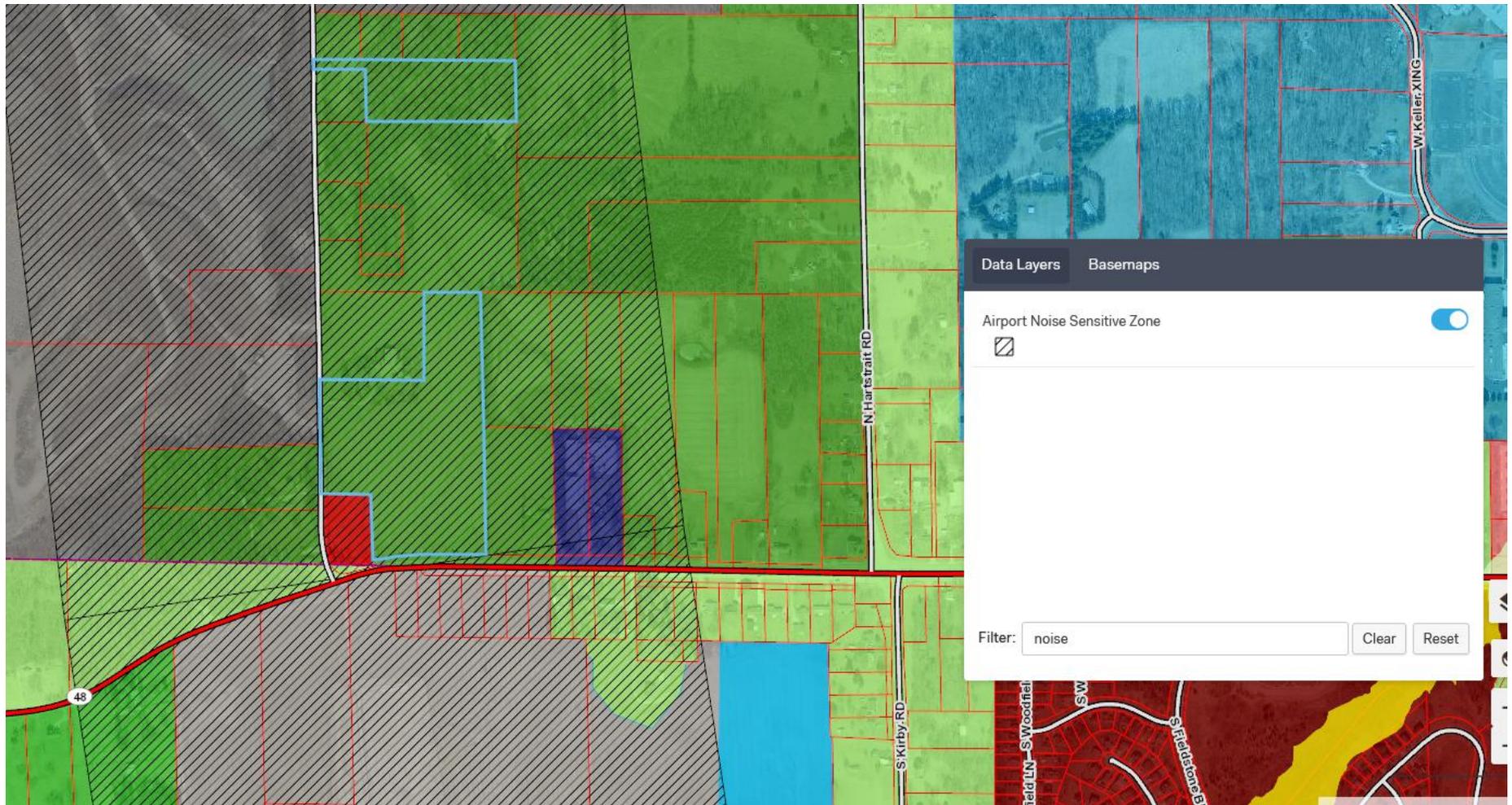
Buildable Area/Environmental Constraints:



110 N Oard Rd

– currently agricultural use 16.657 ac over two parcels. **Survey response: Would like this parcel to be zoned GB or LB. Proposed residential zone.**

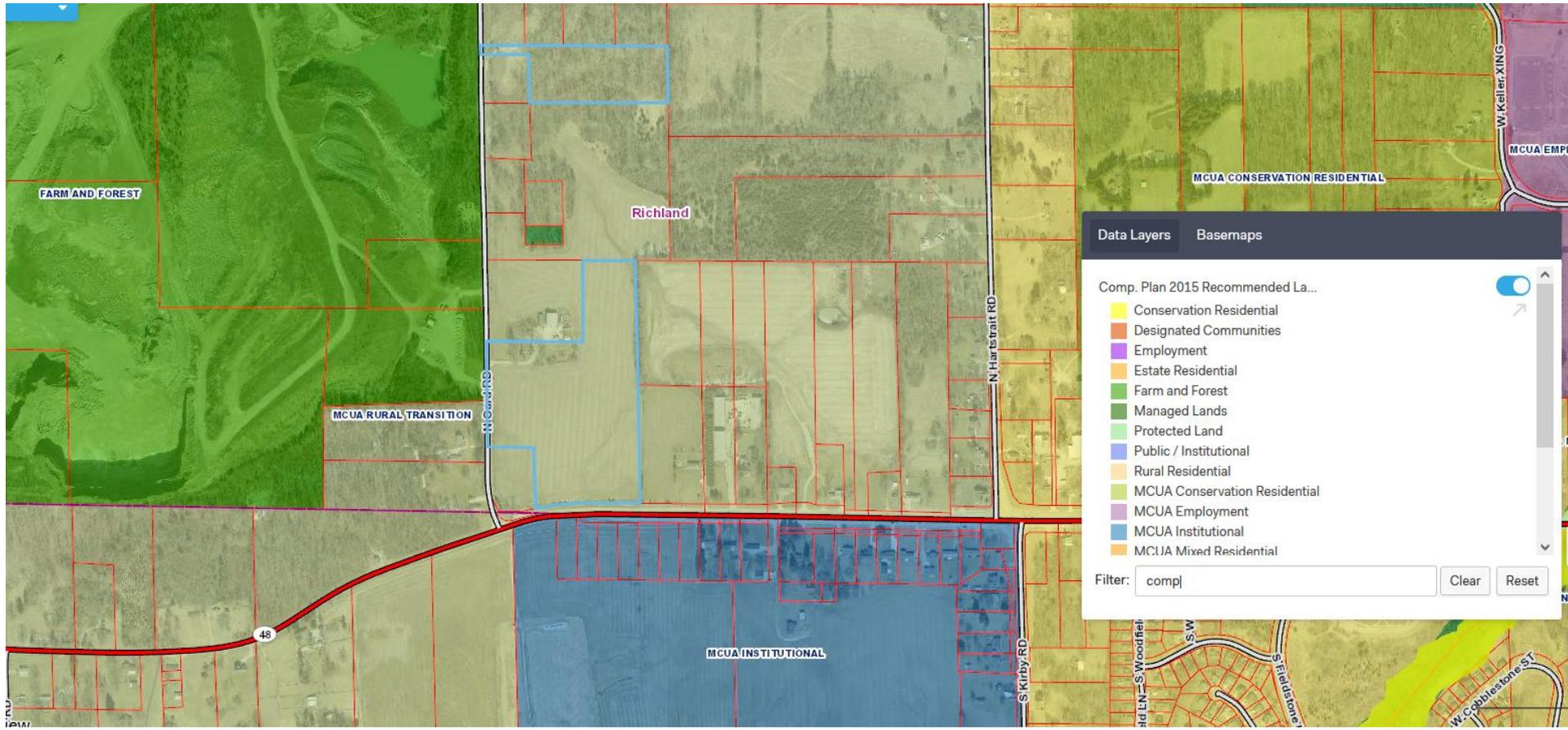
Current Zoning – AG/RR



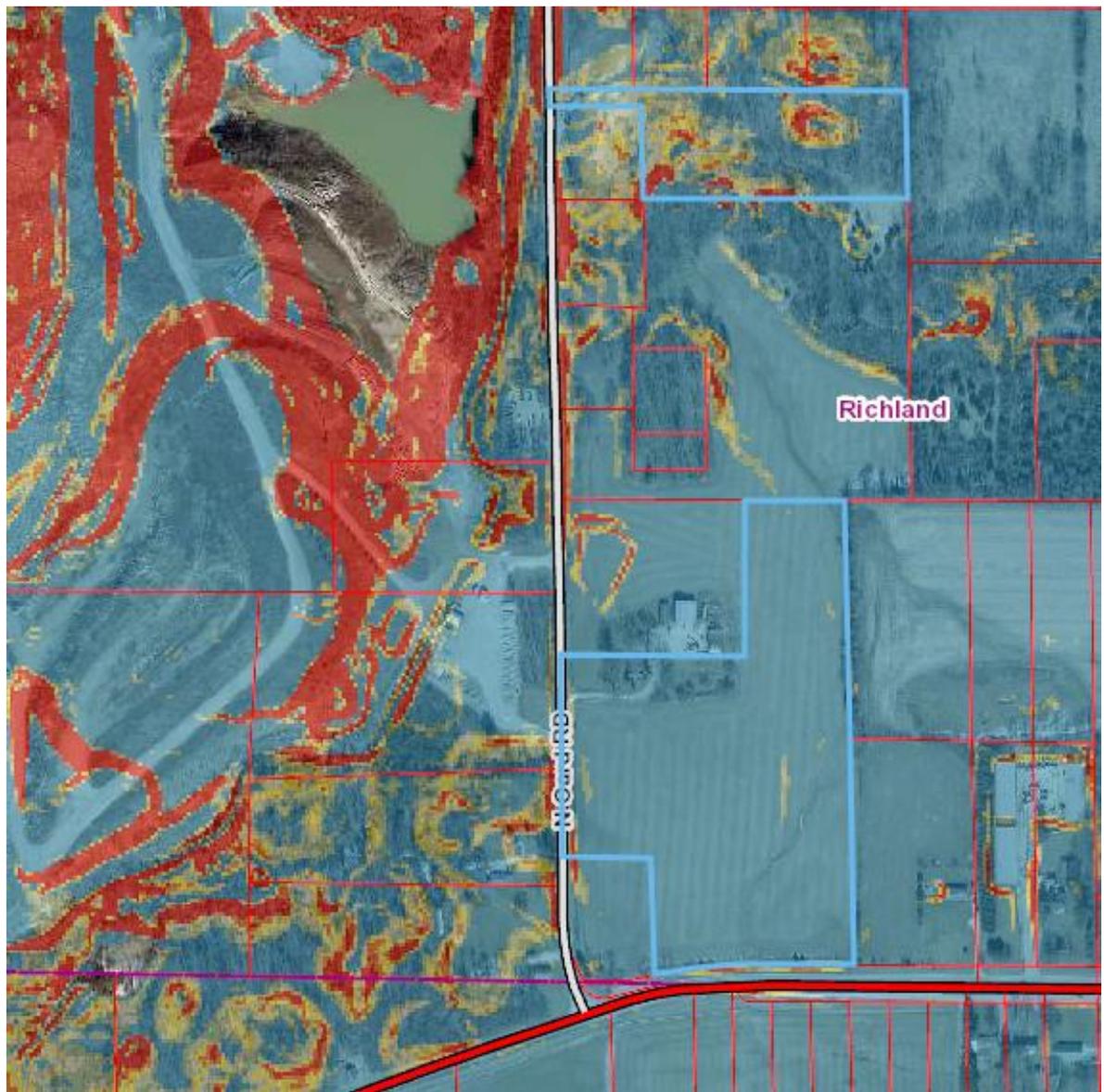
Proposed Zoning – AG2.5



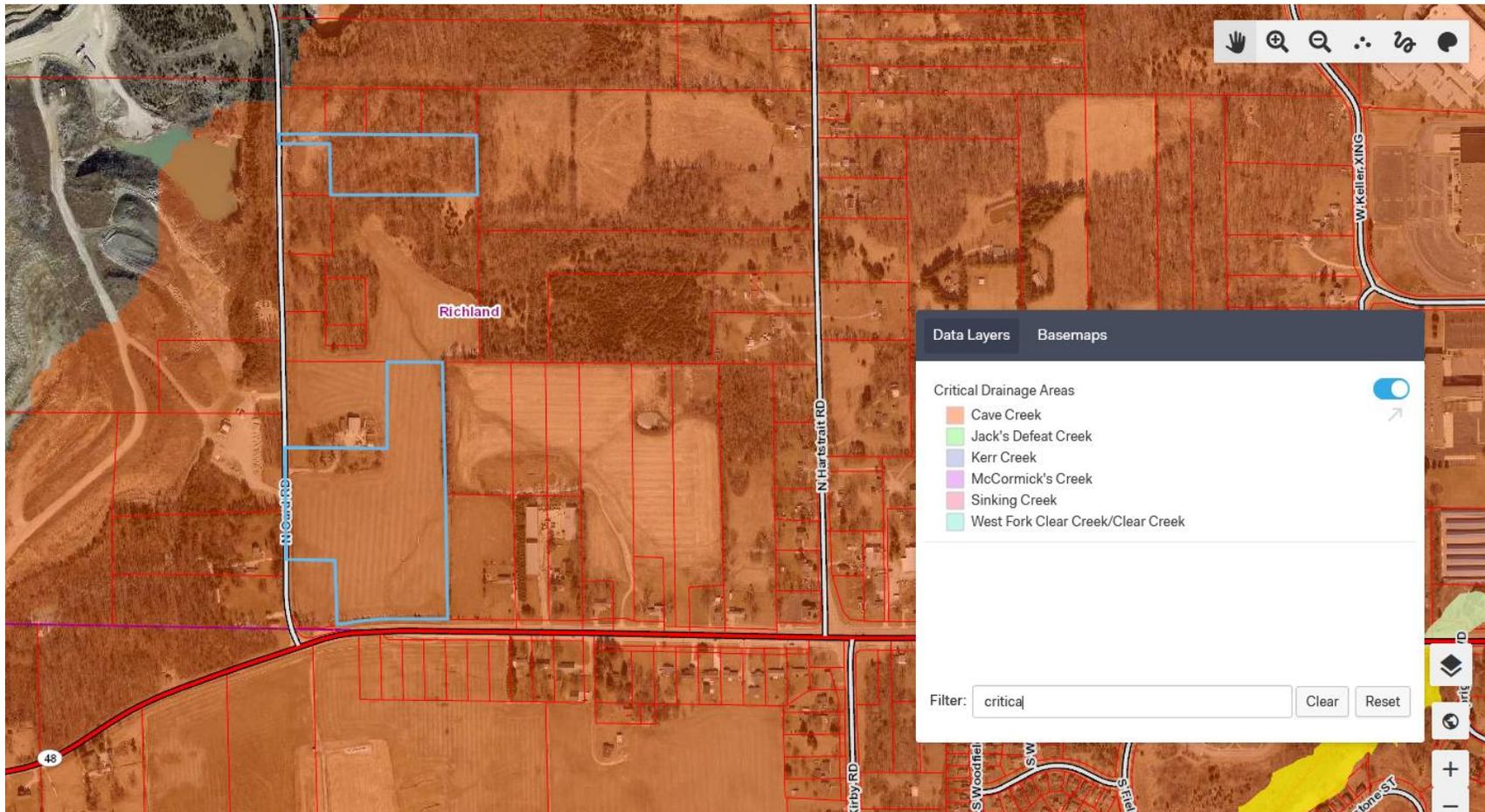
Comp Plan – MCUA Rural Transition



Environmental Constraints/Buildable Area:



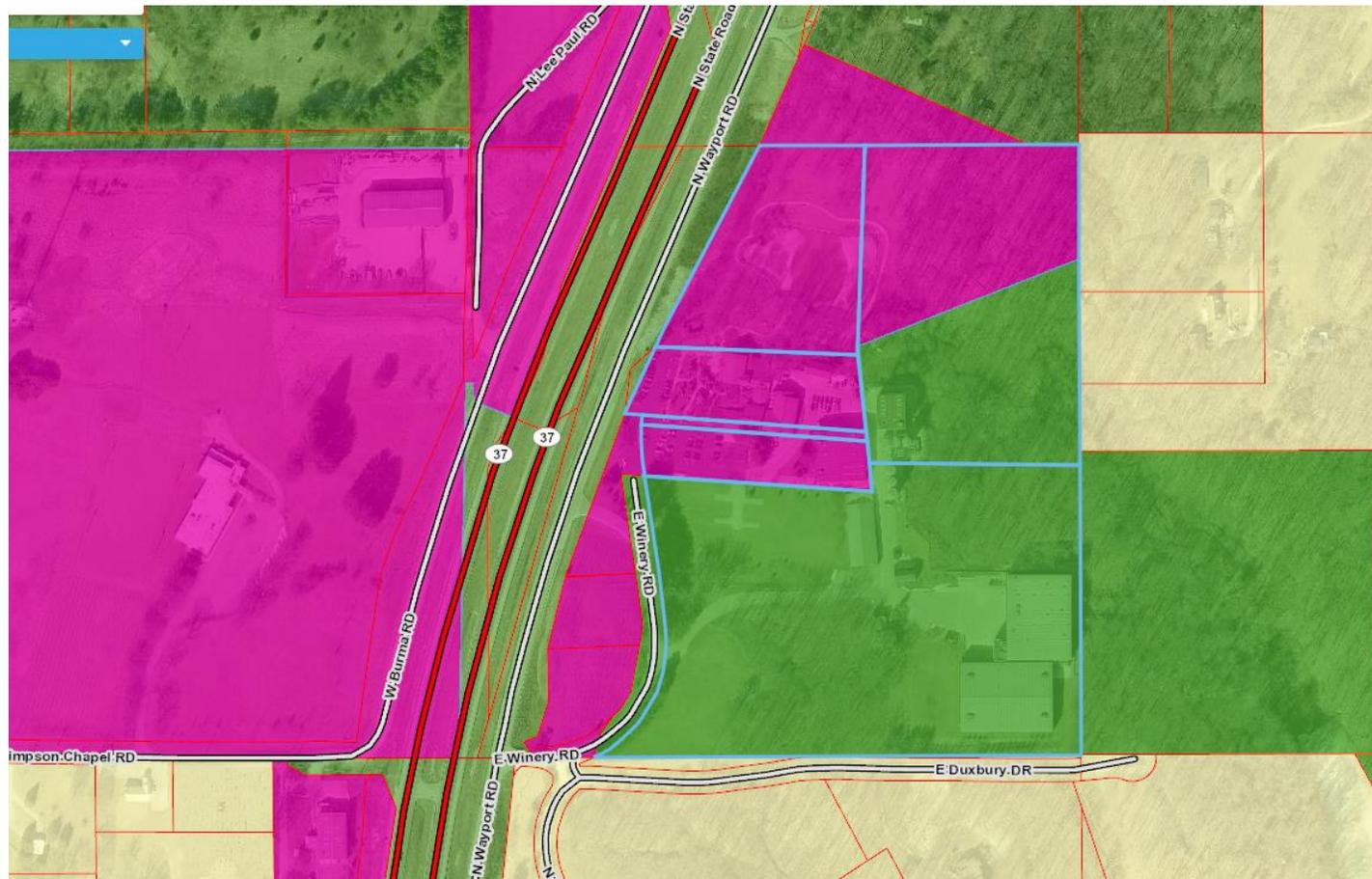
Critical Drainage Area:



200 E Winery Rd -

– currently used as a winery on 25.45 ac. **Survey comment: For CDO, our property has been divided into AG2.5 & LB. The winery def'n for AG2.5 includes our activities correctly. And hours of operation won't work. Our building is soundproofed for noise ordinances. We need to operate outside 8am to 8pm.**

Current Zoning – Pre-Existing Business & AG/RR

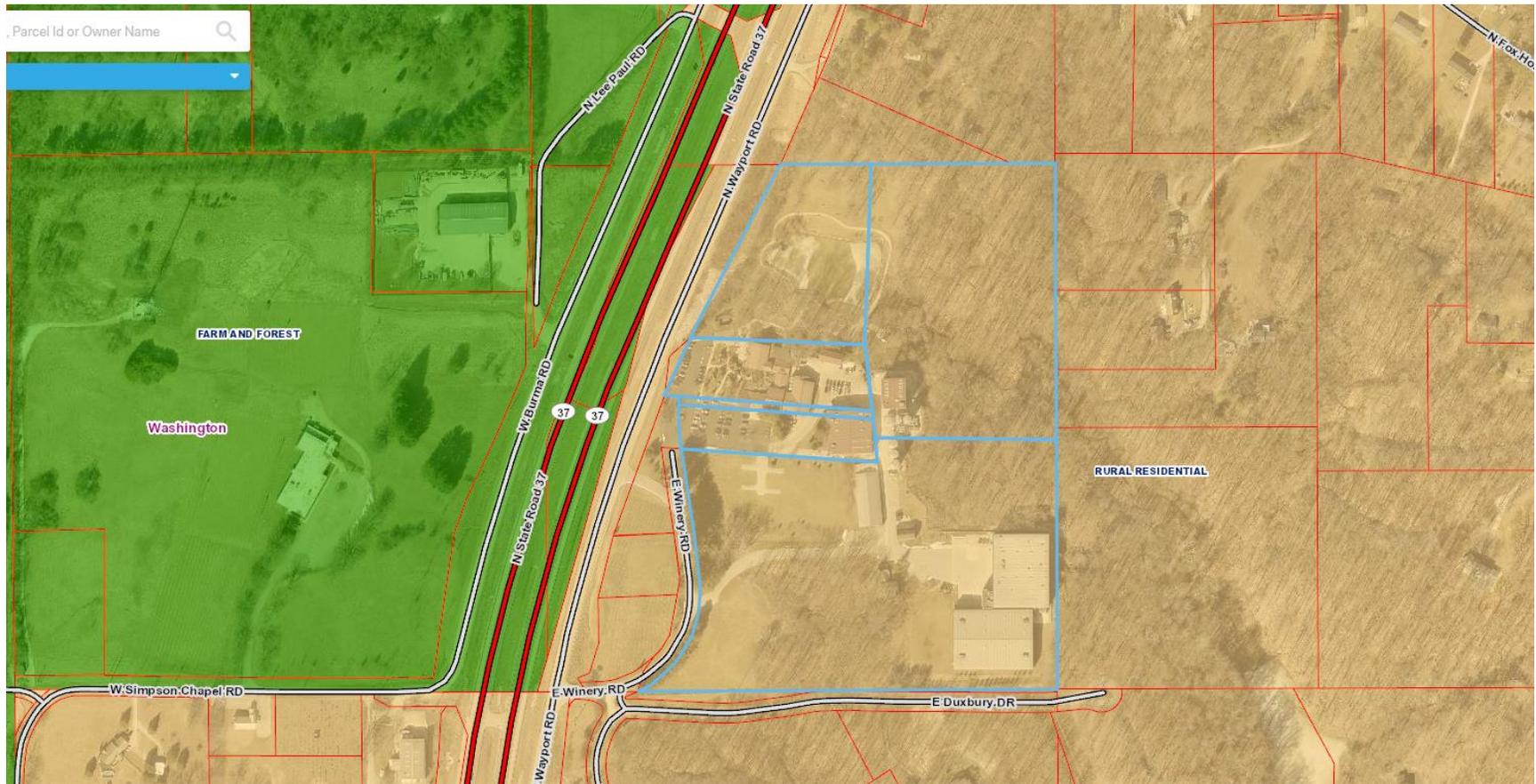


Proposed Zoning: LB and AG2.5

ults for 200 E WINE...



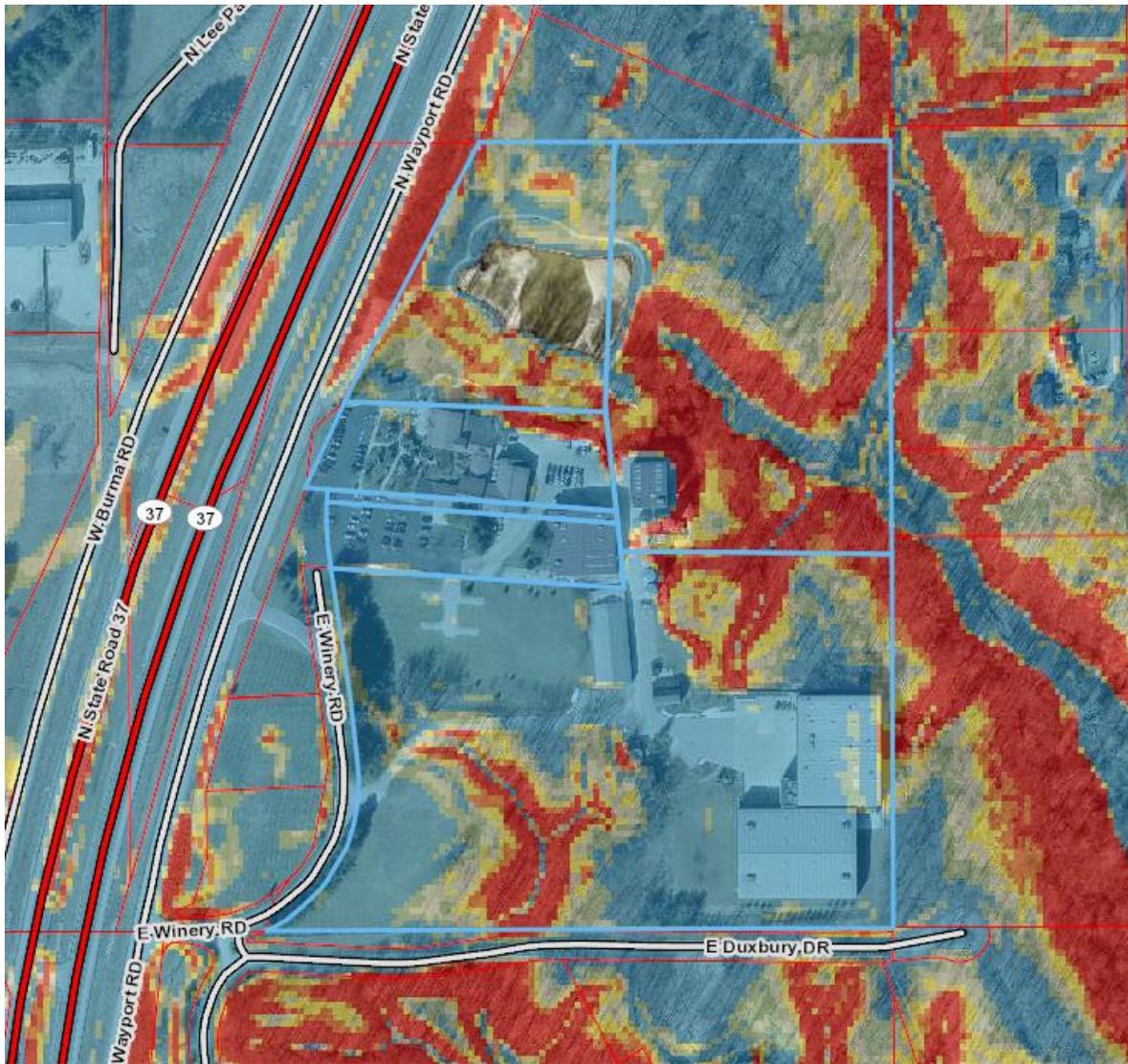
Comp Plan – Rural Residential



Environmental Constraints:



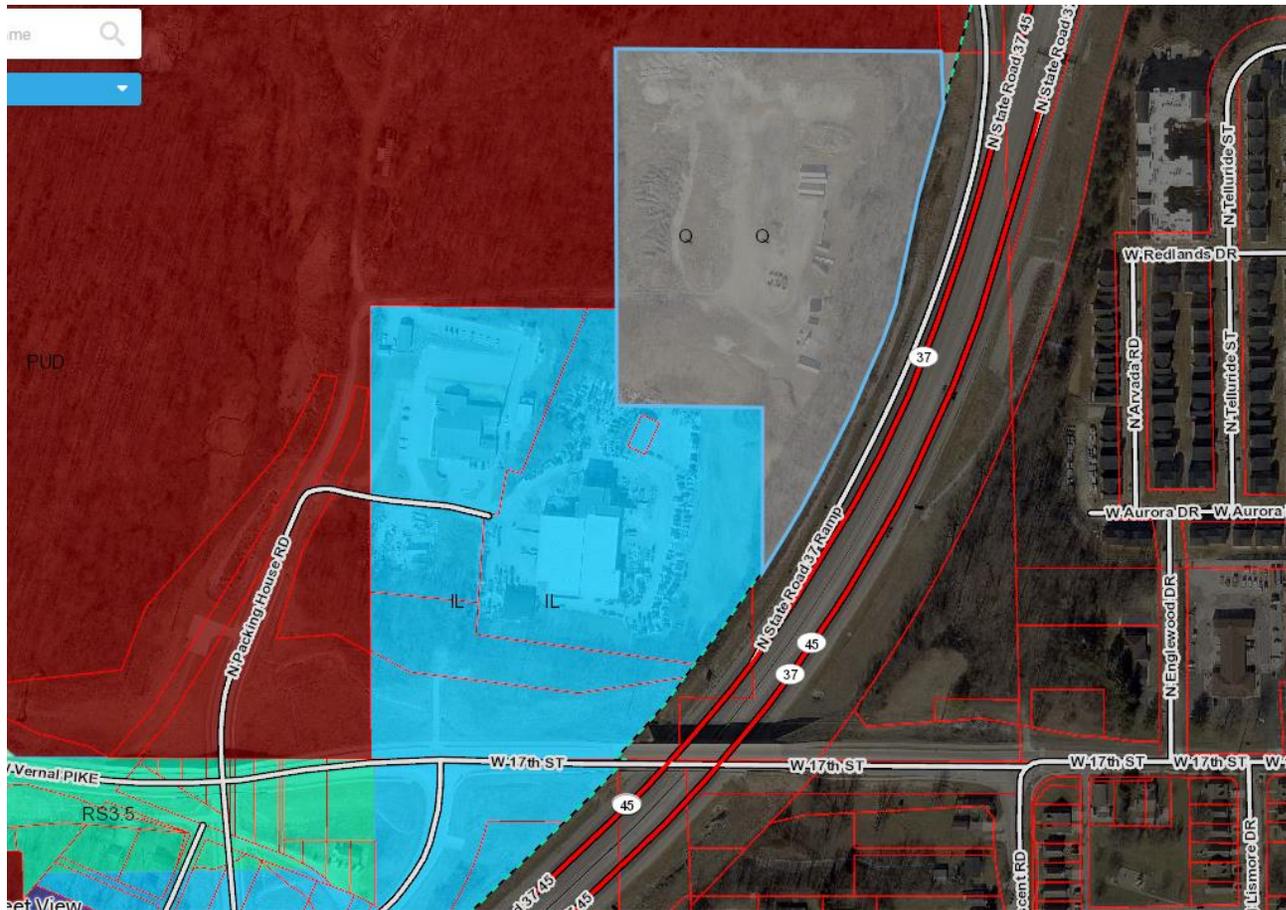
Buildable Area:



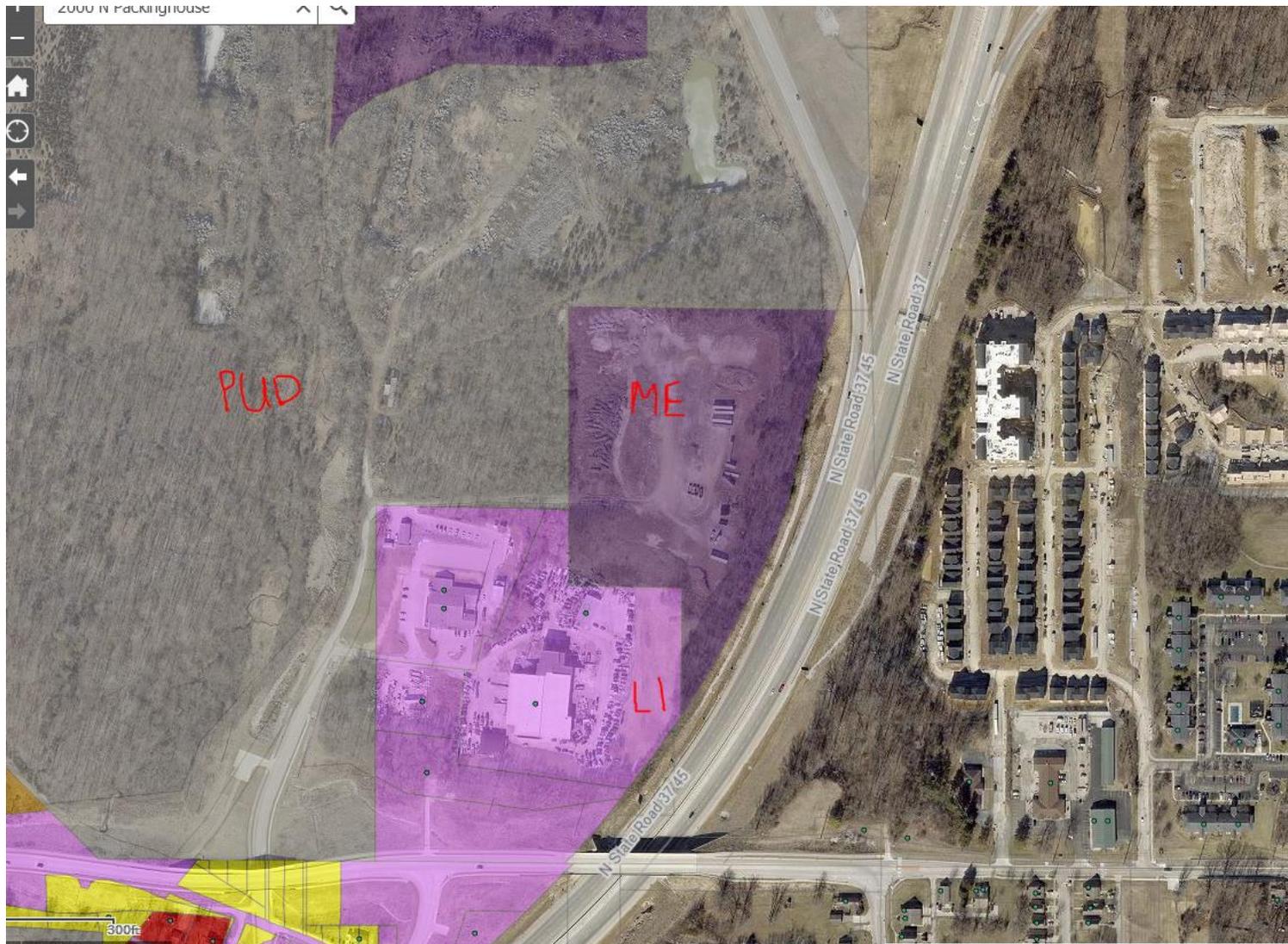
2000 N Packing House Rd –

Currently owned by Hanna Trucking, is classified as vacant, and is about 13 ac. **Survey comment: I would like a meaningful discussion to change parcel zoning. I brought Urban Air to the community and would like to use this property first for outdoor family entertainment and progress to relocating and expanding Urban Air to this location.**

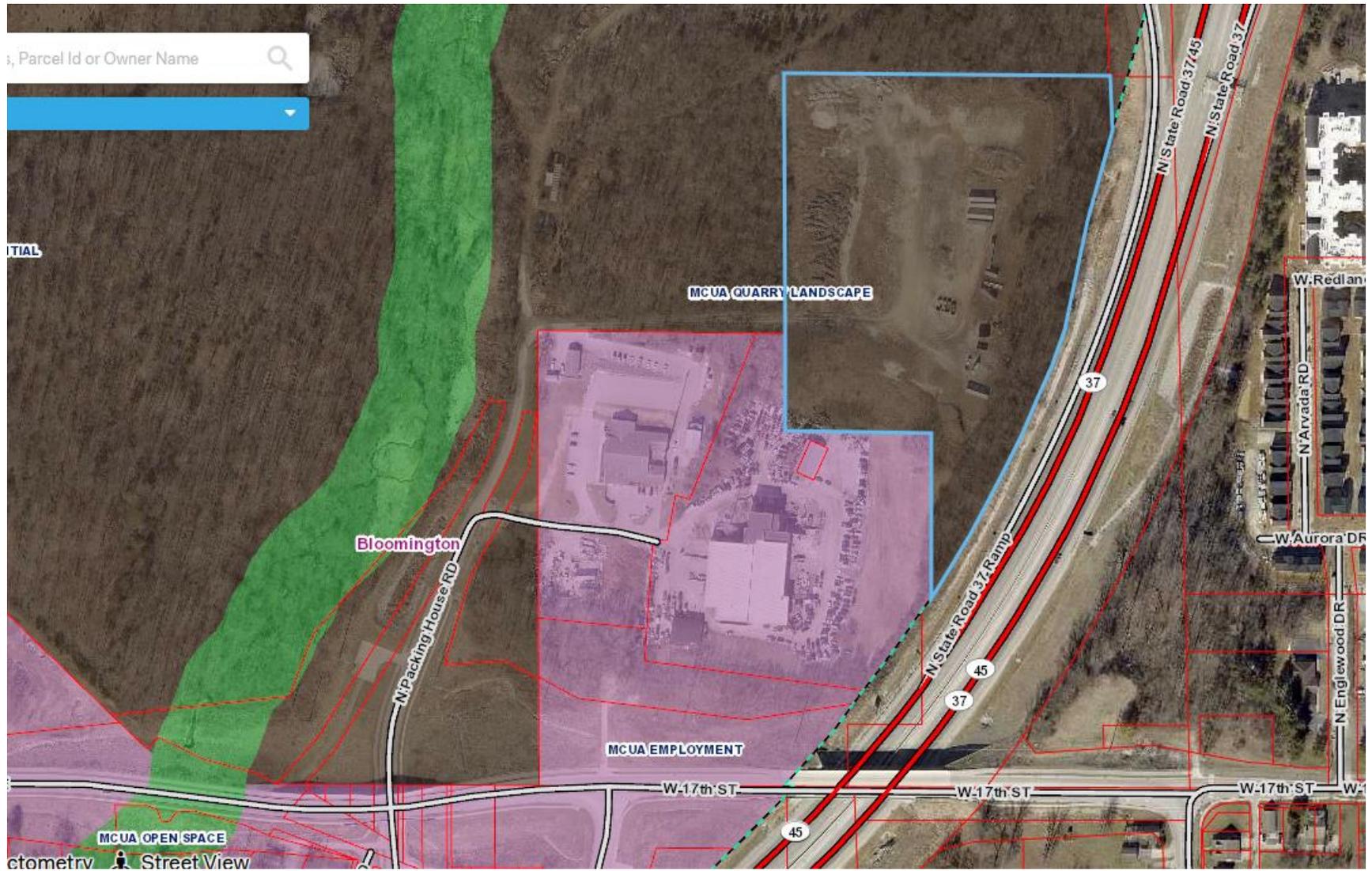
Current Zoning: Quarry



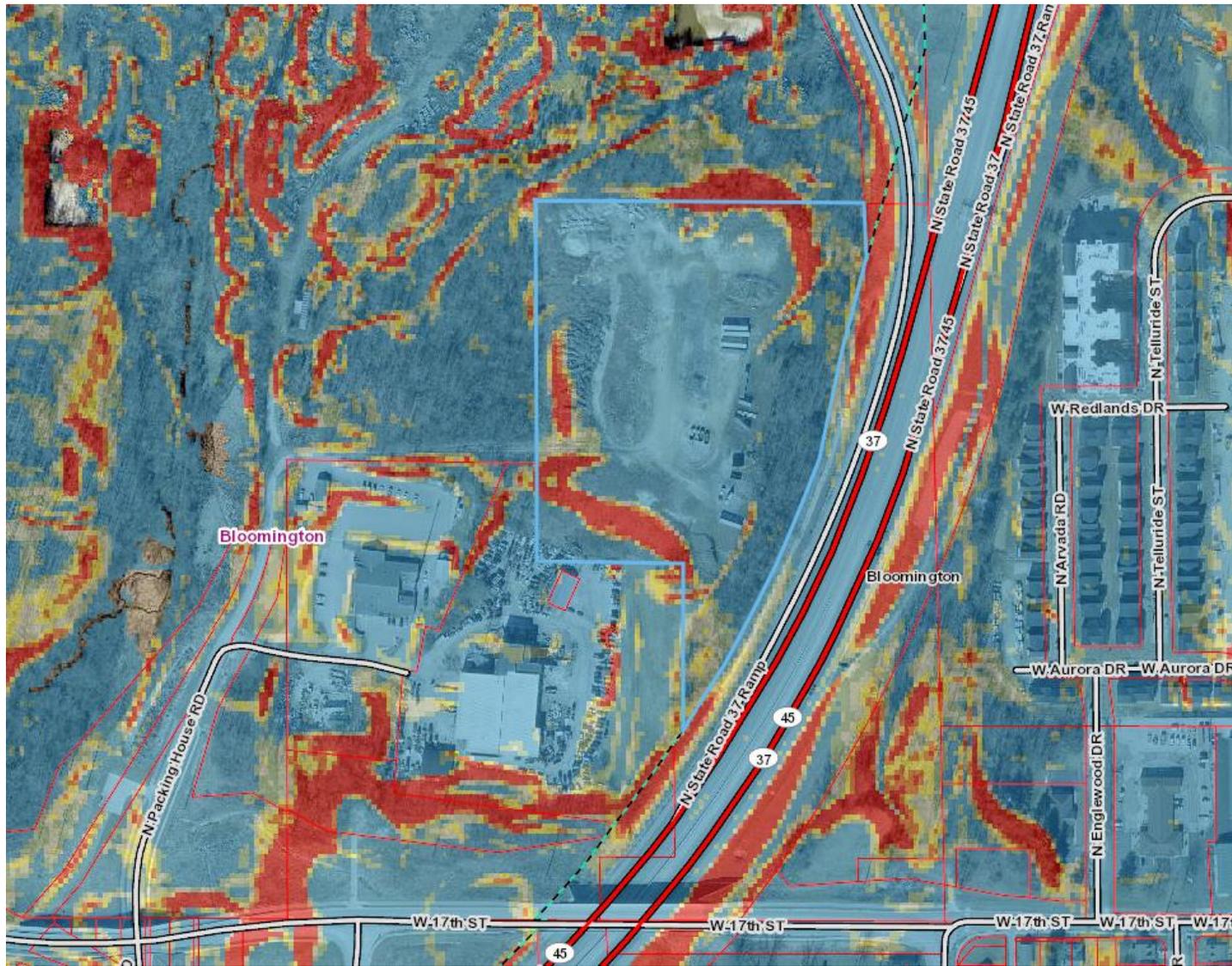
Proposed Zoning: Mineral Extraction



Comp Plan Designation: MCUA Quarry Landscape



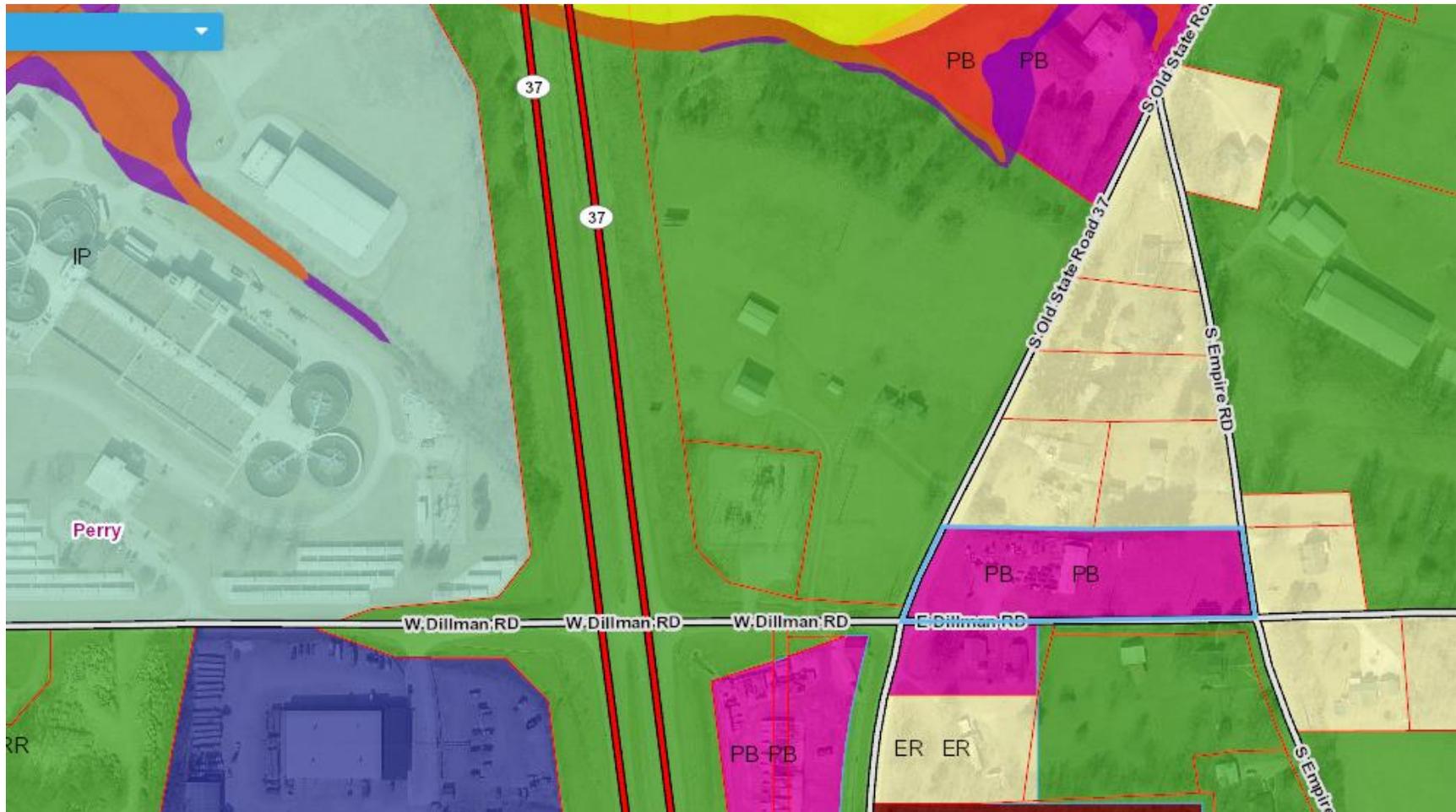
Buildable Area:



21 E Dillman

Currently includes a commercial structure on 2.23 ac. Google shows the use as “Myers Auto Group”. **Survey Respondent: LB is an inappropriate zoning for this parcel. The GB zoning would be a better choice and would be much more consistent with the way this property is currently used and has been used for decades.**

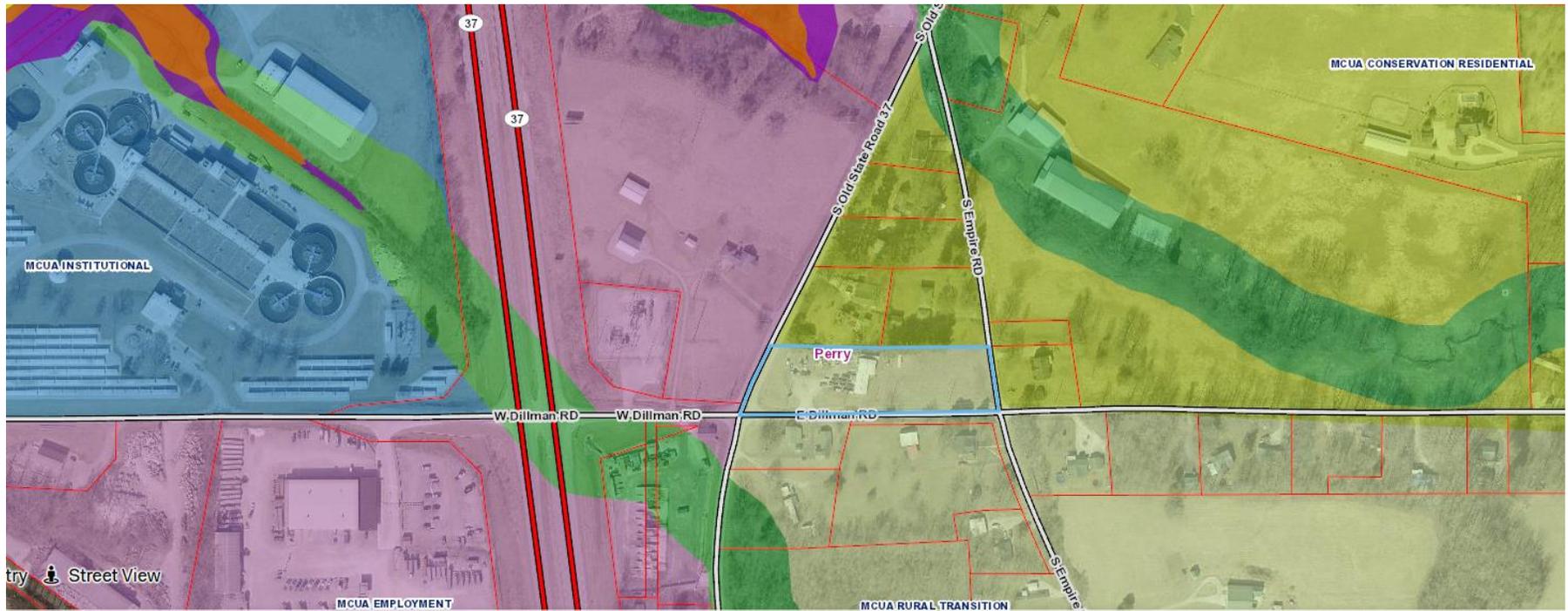
Current Zoning: Pre-Existing Business



Proposed Zoning: Limited Business



Comp Plan: MCUA Rural Transition



Buildable Area:



2236 S Cave Rd

Currently used as a single-family dwelling. **Survey Response: I want to be able to subdivide by lots smaller than 5 acres.**

Current Zoning: AG/RR



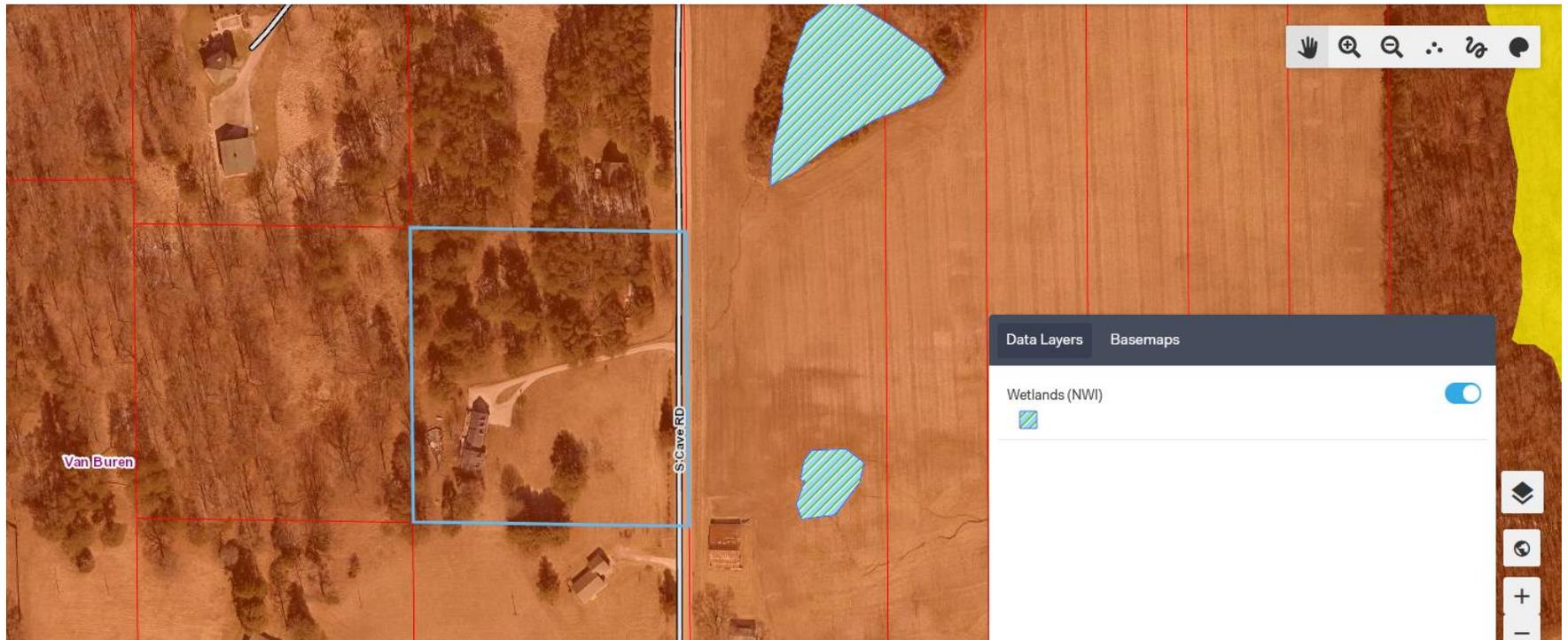
Proposed Zoning: Ag2.5



Comp Plan: Rural Residential



Environmental Constraints:



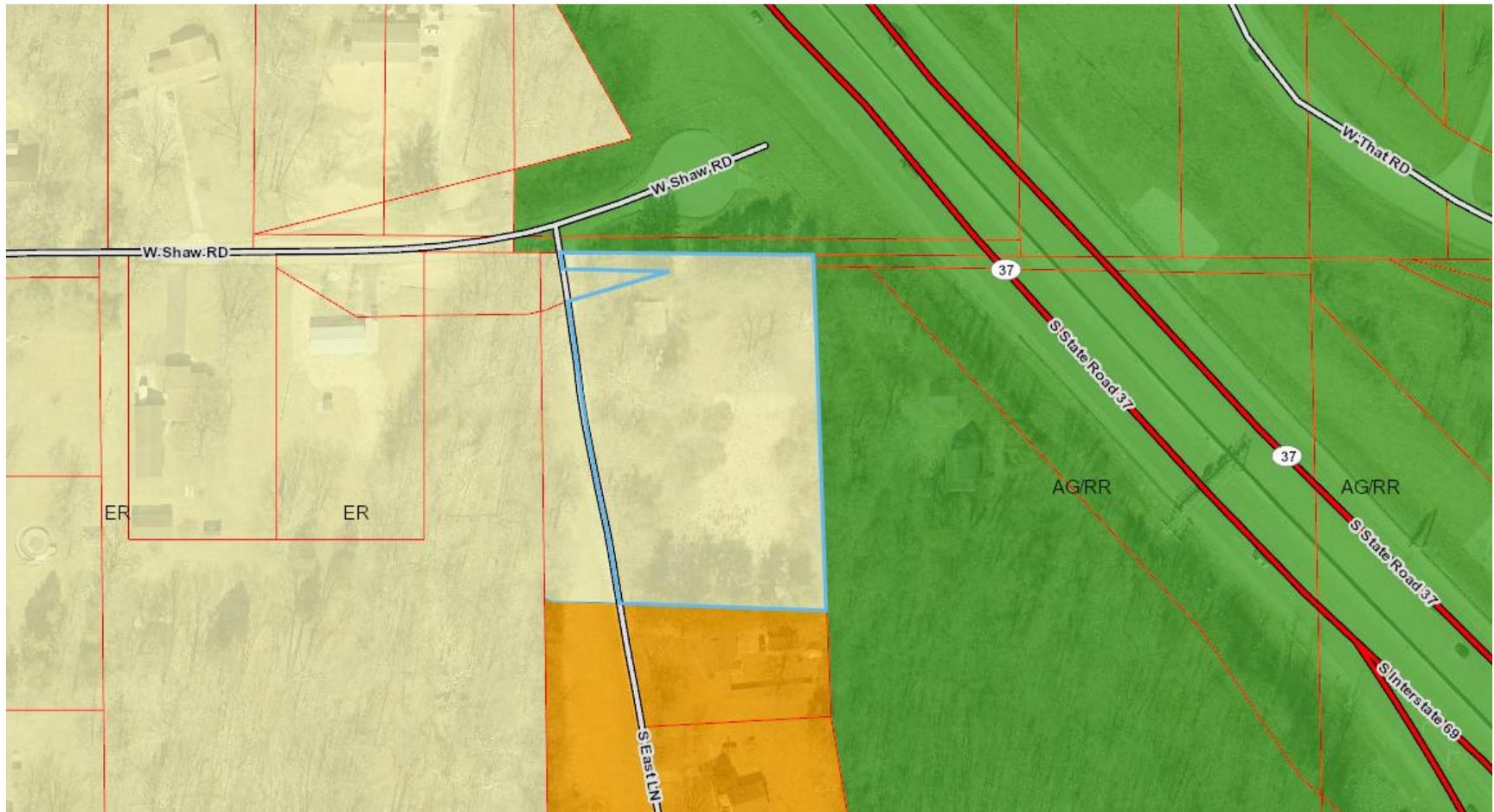
Buildable Area:



2299 W Shaw Rd

Currently used as a single family residence on this 1.86 ac parcel. **Survey Comment:** This a nearly 2 acre property surrounded by similar properties. It is not a platted subdivision, and the original house was built in 1930. This should be zoned agricultural, not Suburban Residential.

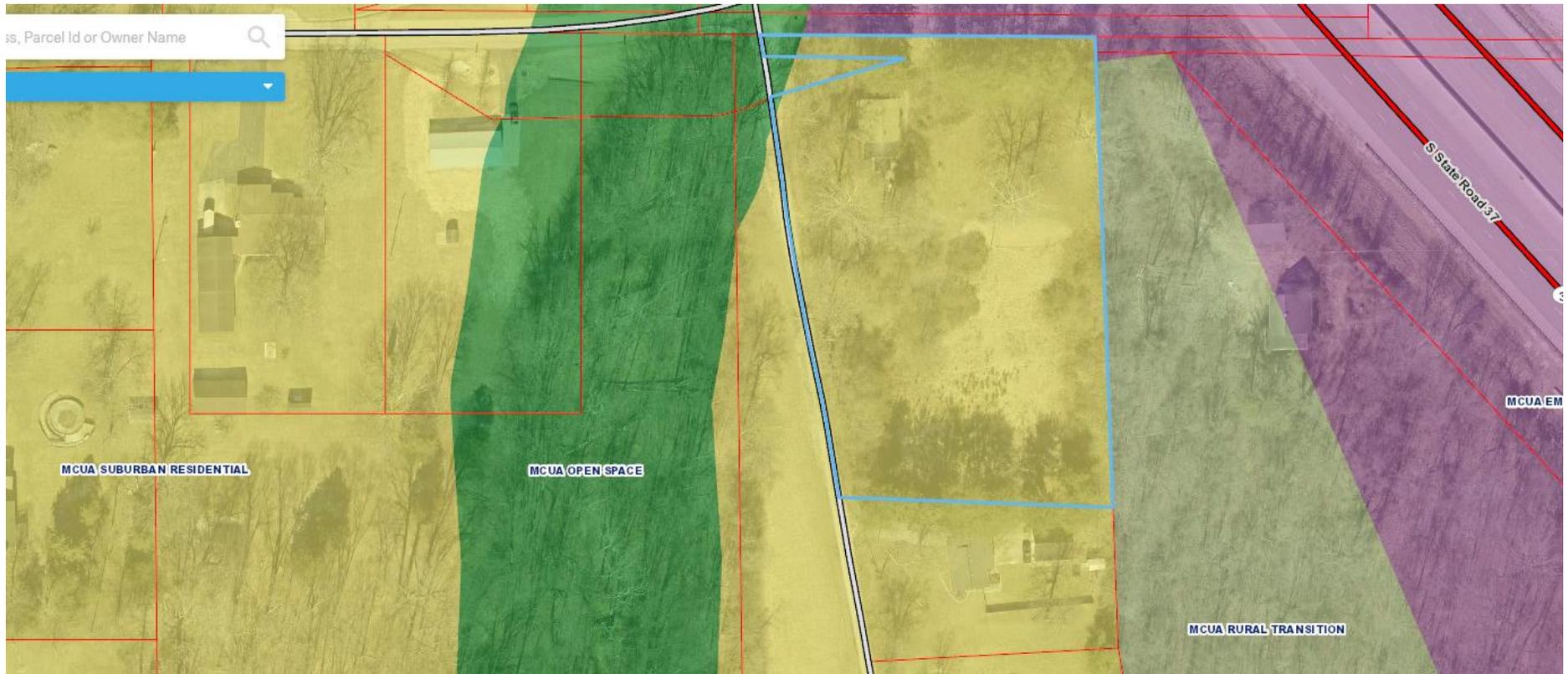
Current Zoning: Estate Residential (ER)



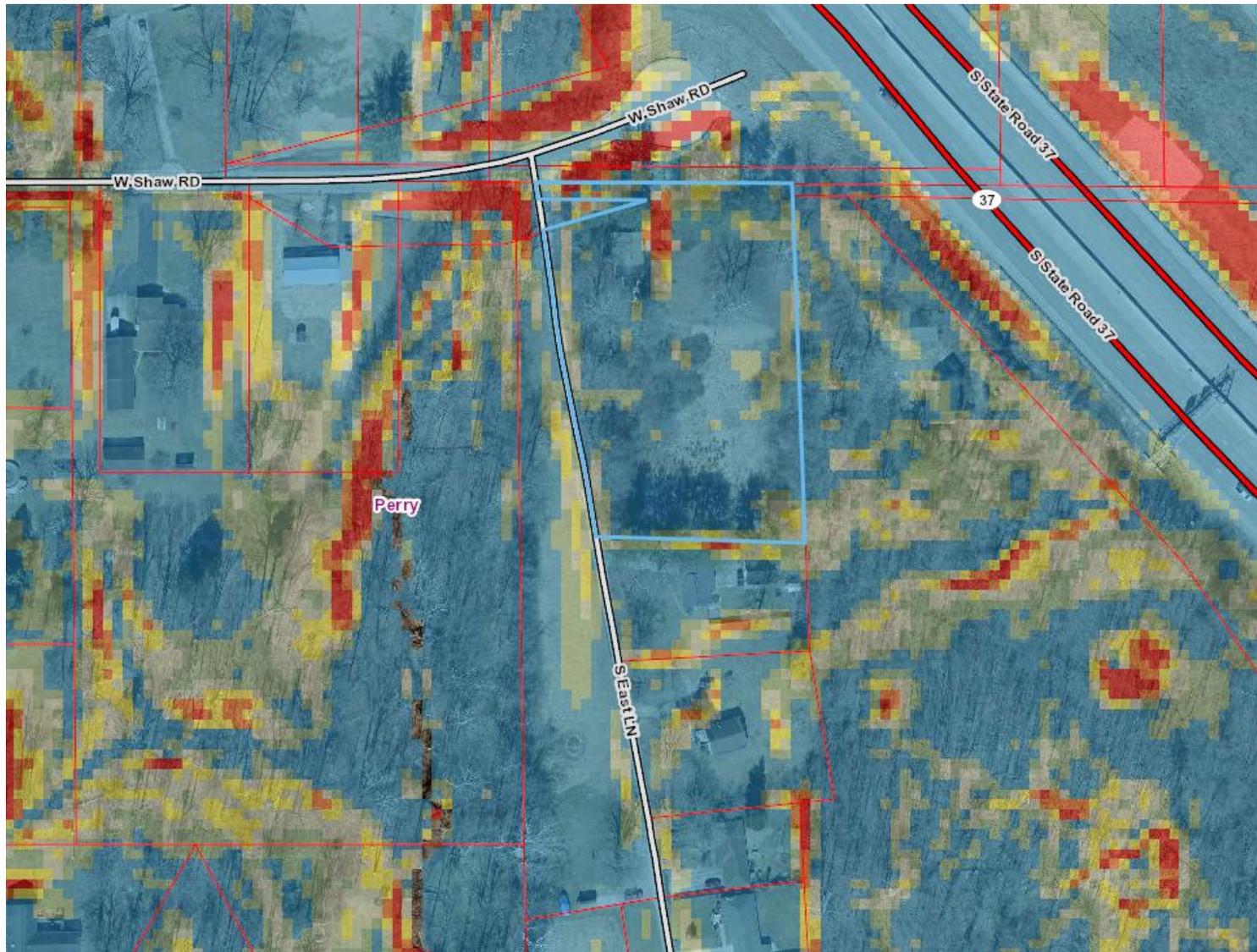
Proposed Zoning: Suburban Density (SD)



Comp Plan: MCUA Suburban Residential



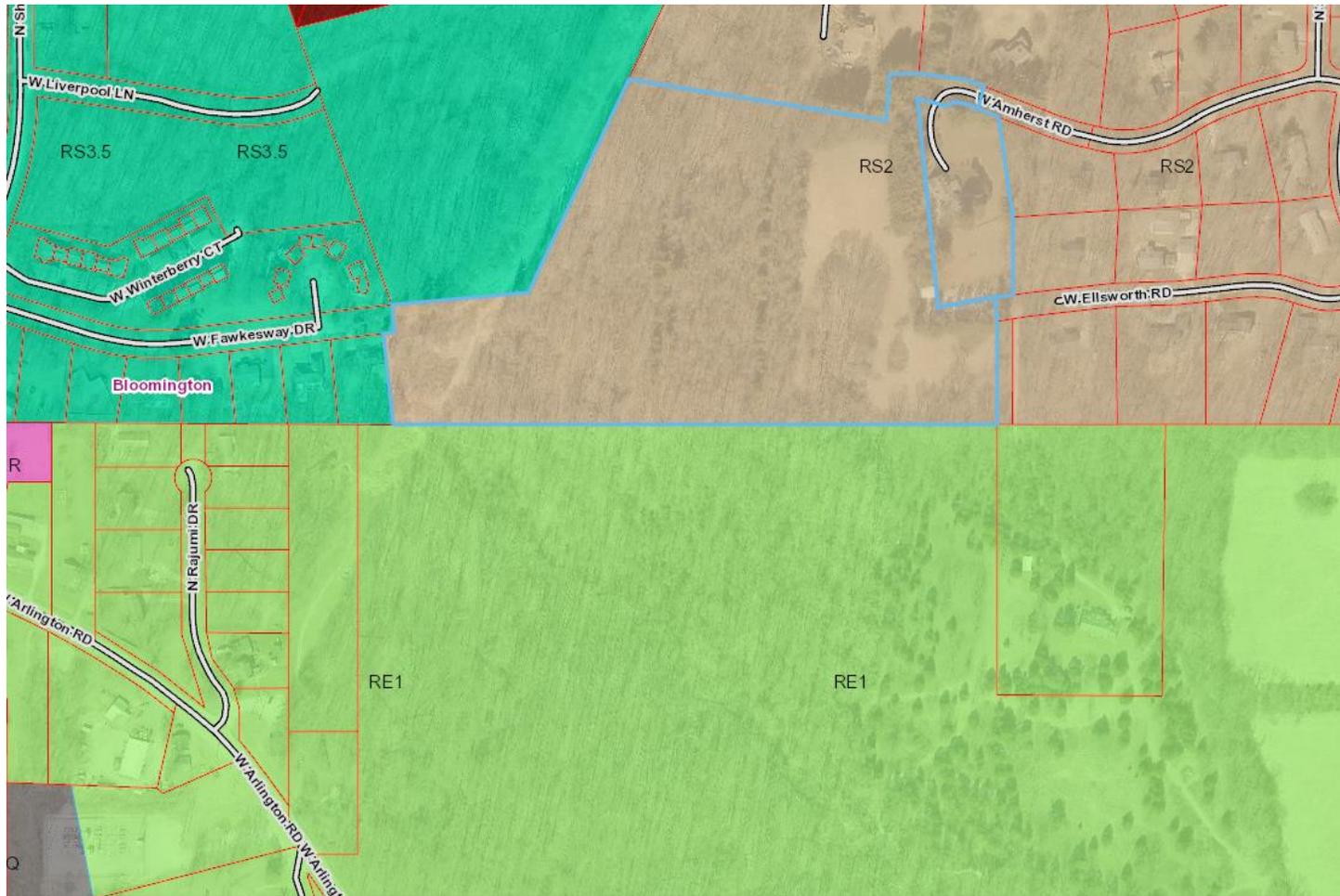
Environmental Constraint/Buildable Area:



2499 W Amherst Rd –

Currently zoned RS2 and contains a Single-Family dwelling and vacant parcel (2 parcels totaling 18 ac). **Survey response: I bought the 16 acres that goes from my house with 3 acres on Amherst Rd to the east side of Shelburne Woods to insure there were no houses built up next to my house. I do not want the proposed zoning change in any way, shape, or form!**

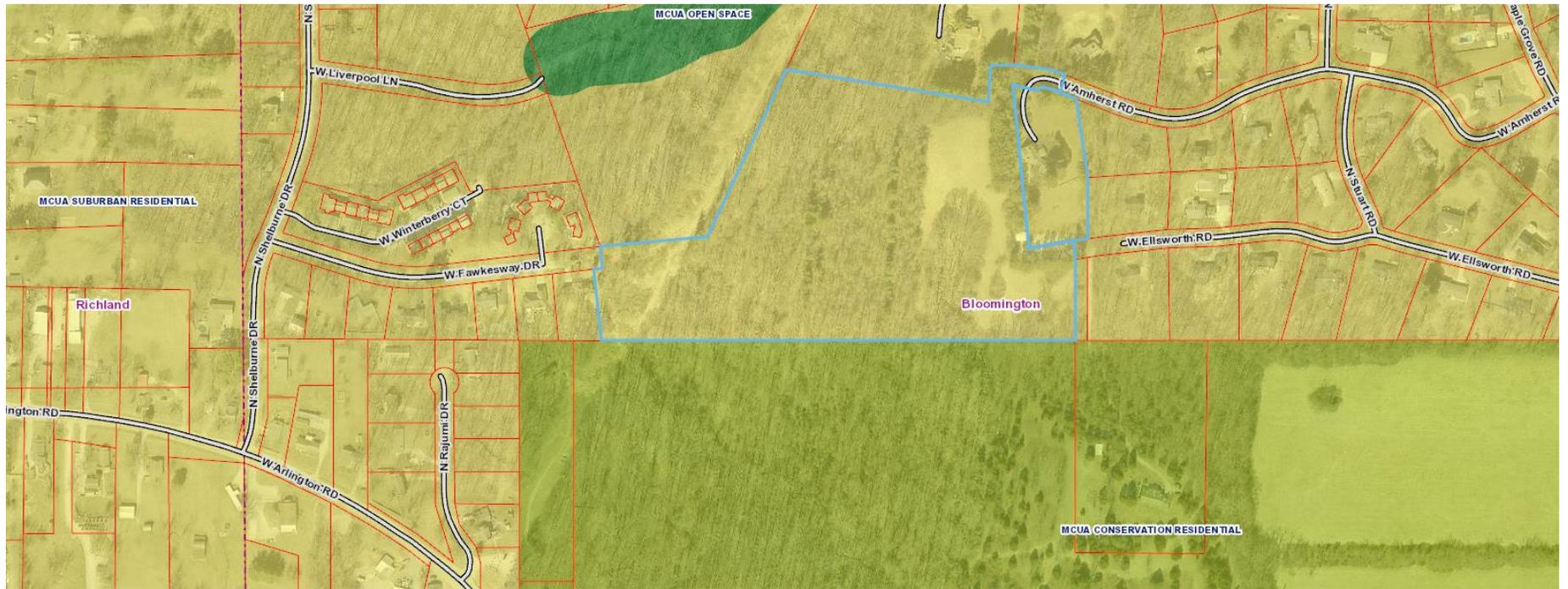
Current Zoning: Residential Single Family 2 (RS2)



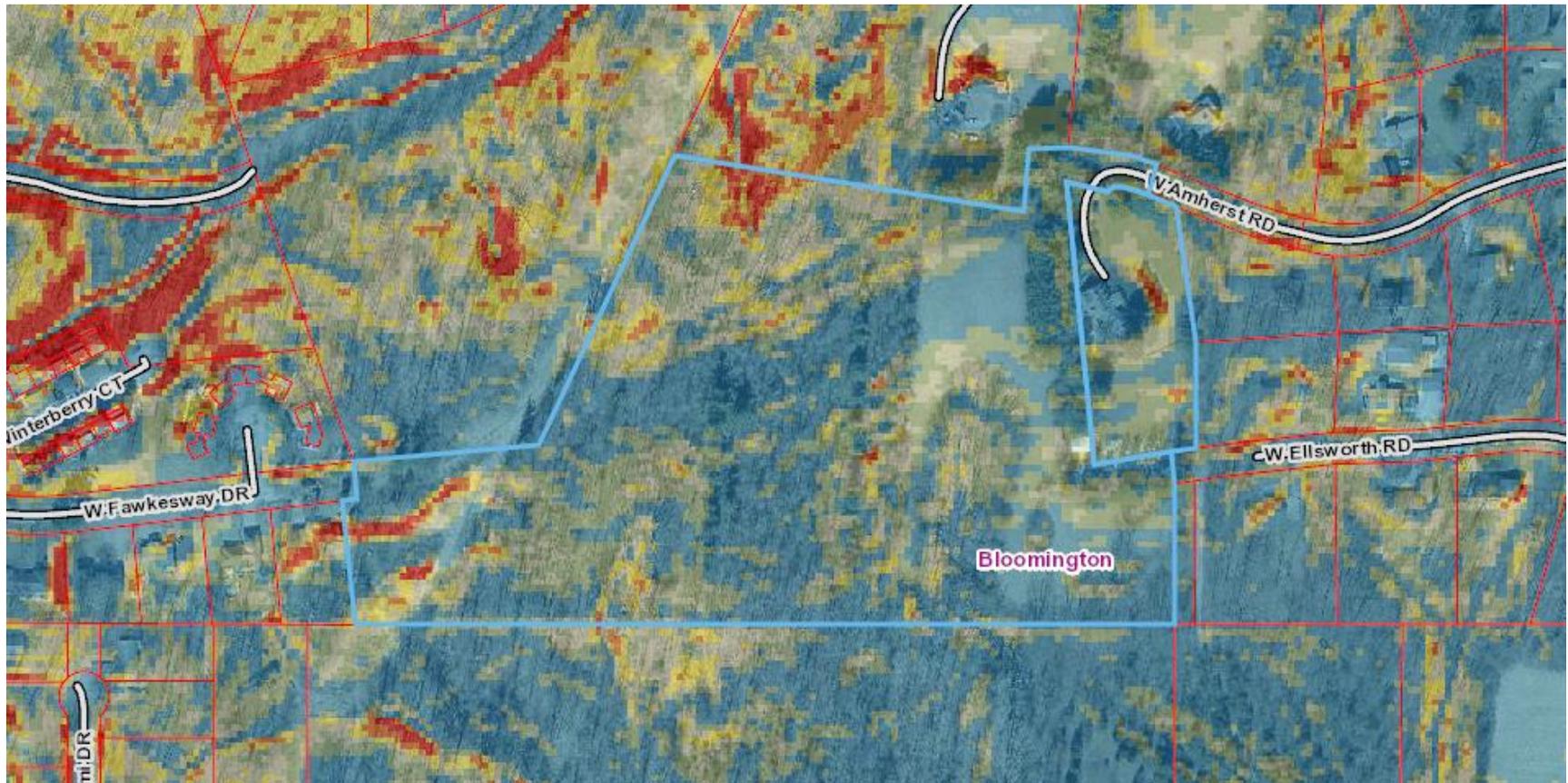
Proposed Zoning: Suburban Density (SD)



Comp Plan: MCUA Suburban Residential



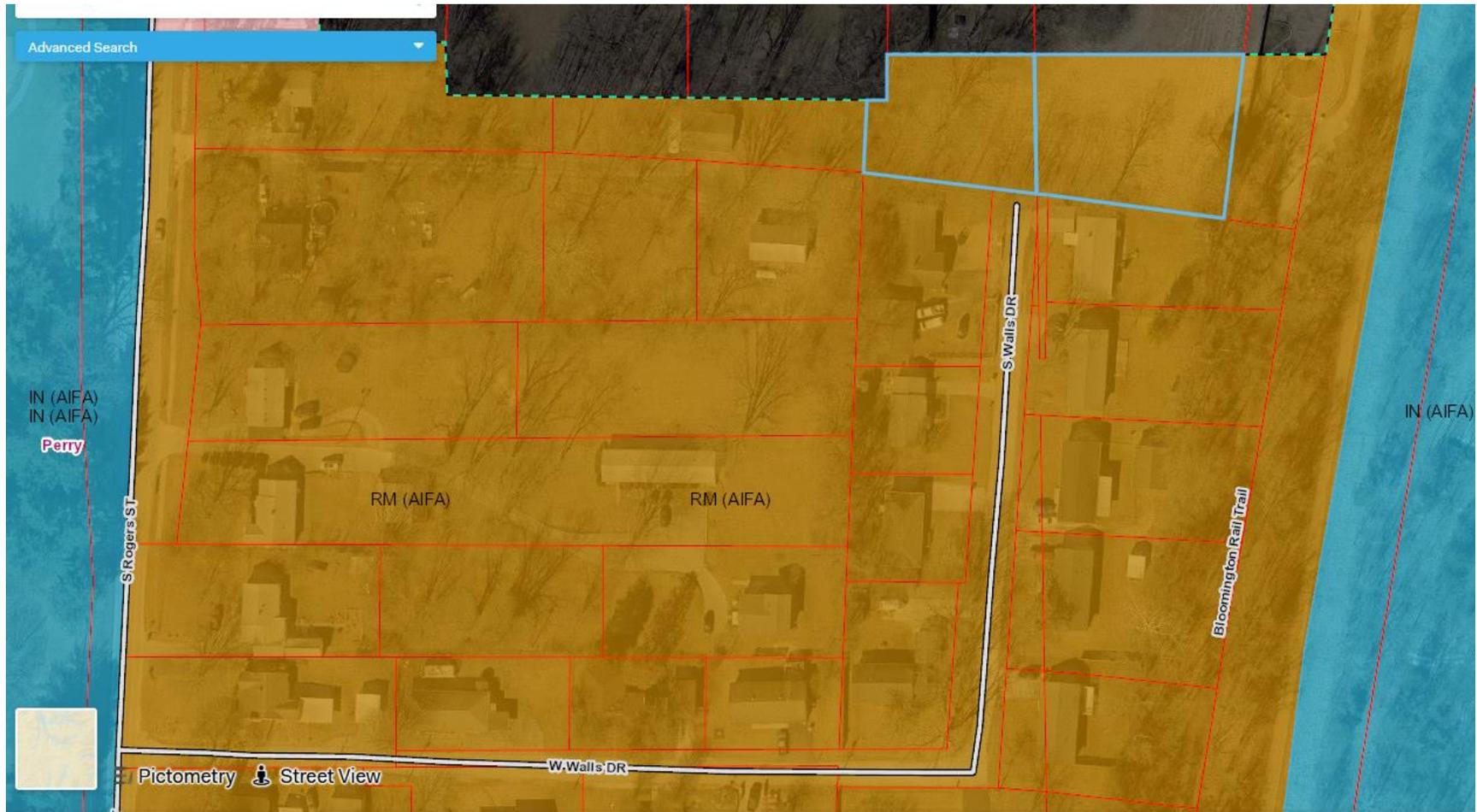
Environmental Constraints/Buildable Area:



2886 S Walls Dr –

Currently 0.5 ac vacant parcel. **Survey Response:** This area is mostly developed. But they are mostly older homes not oriented to the Bline. I think having this area with a higher density allowed with an eye toward any develop or redevelop integrating the alternative transportation on the B-line.

Current Zoning: Residential Multifamily 15 (RM15)



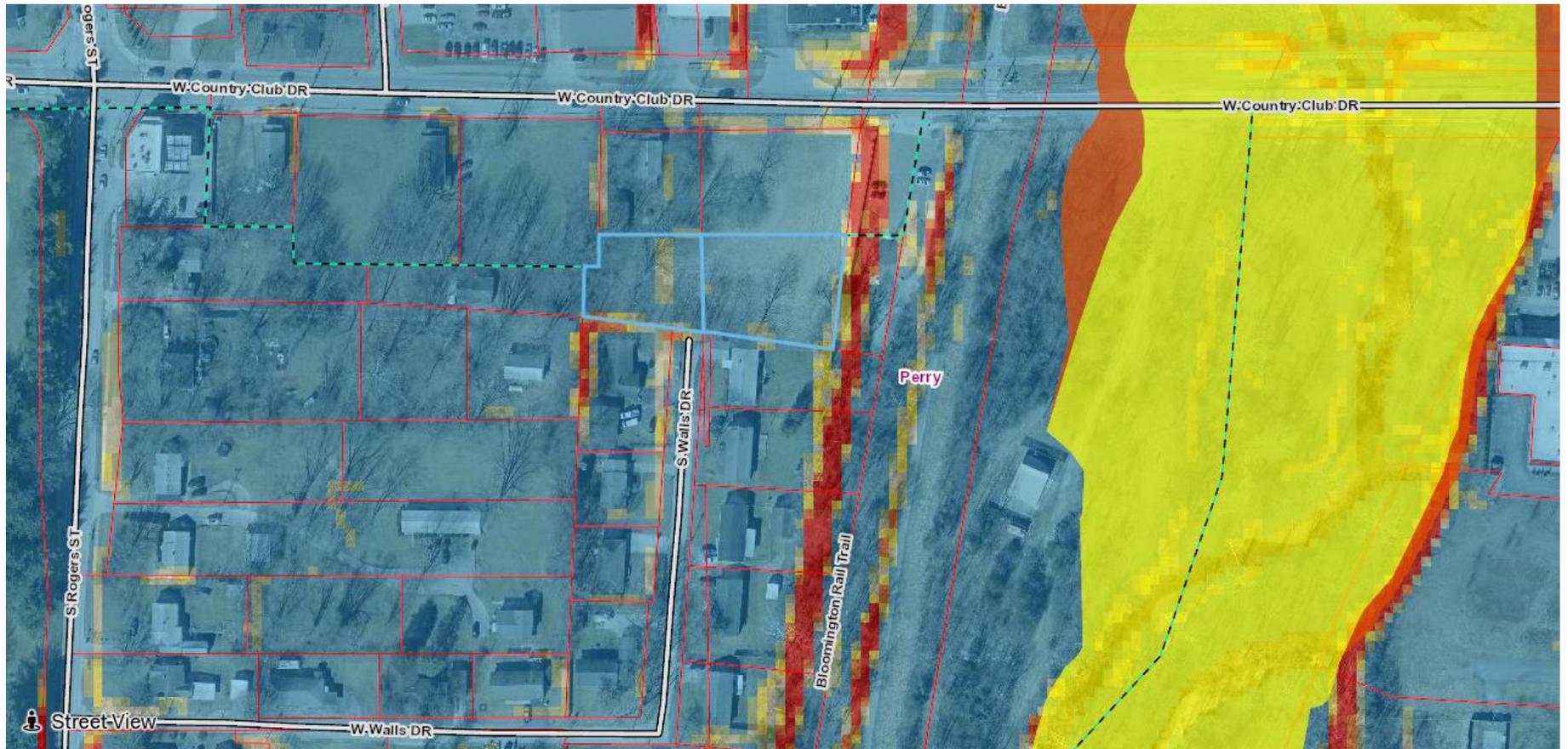
Proposed Zoning: Urban Density (UD)



Comp Plan: MCUA Mixed Residential



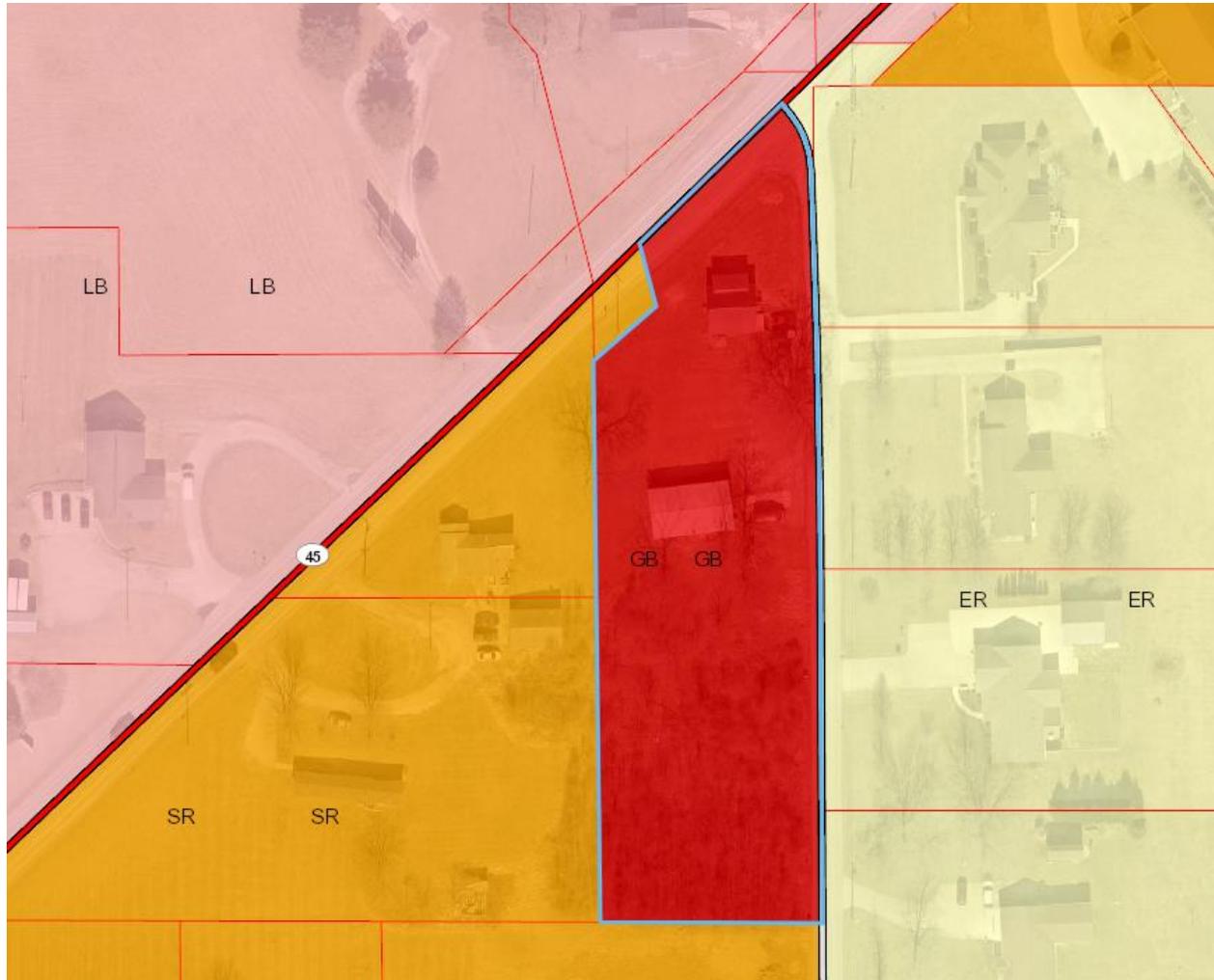
Buildable Area/Environmental Constraints:



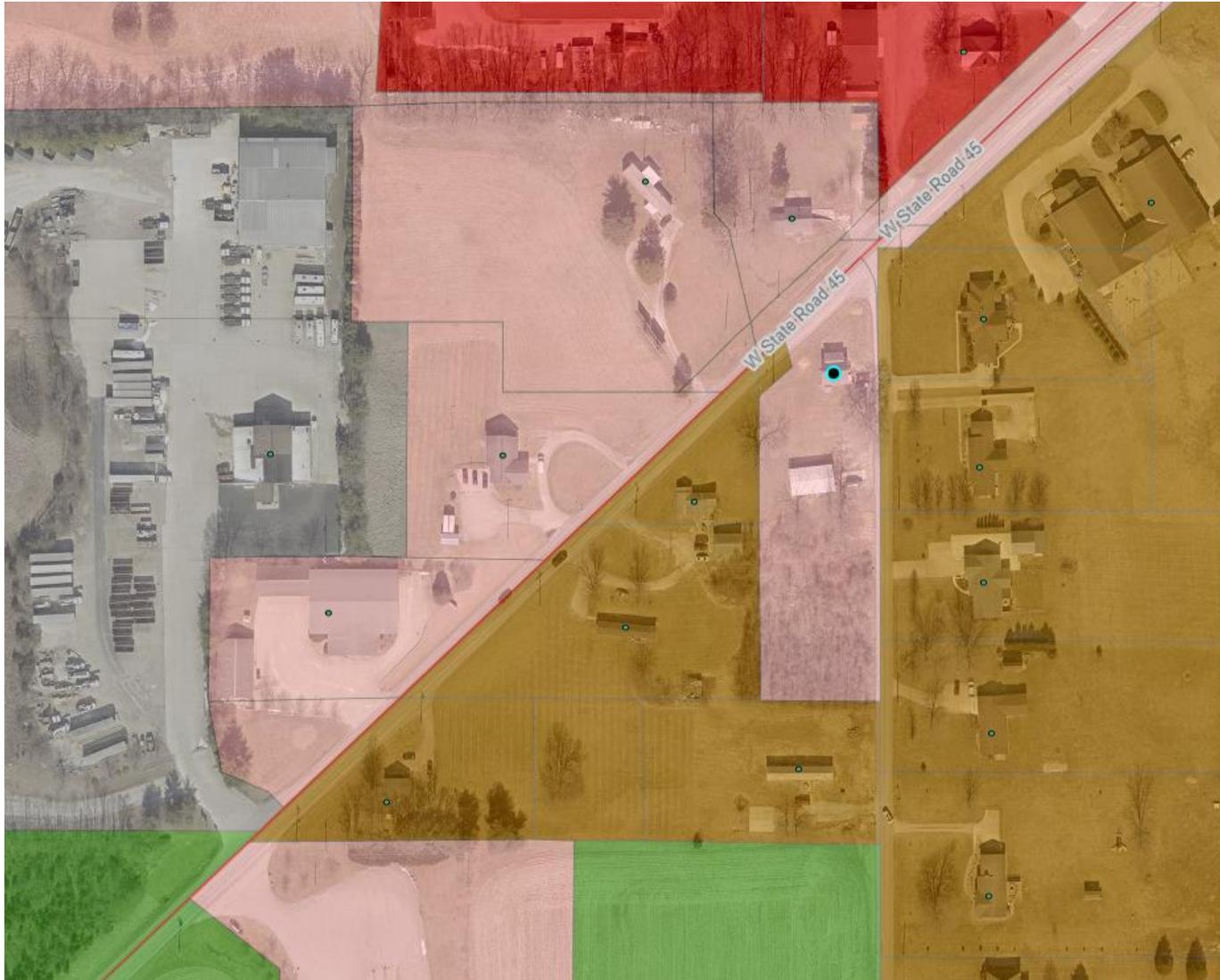
3210 S Duncan Rd-

Currently includes both a rented residence and a business on the same 1.4 ac property. Survey Response: Would only have a few options for rental property if zoned LB - zoned GB now (and would like it to stay GB).

Current Zoning: General Business



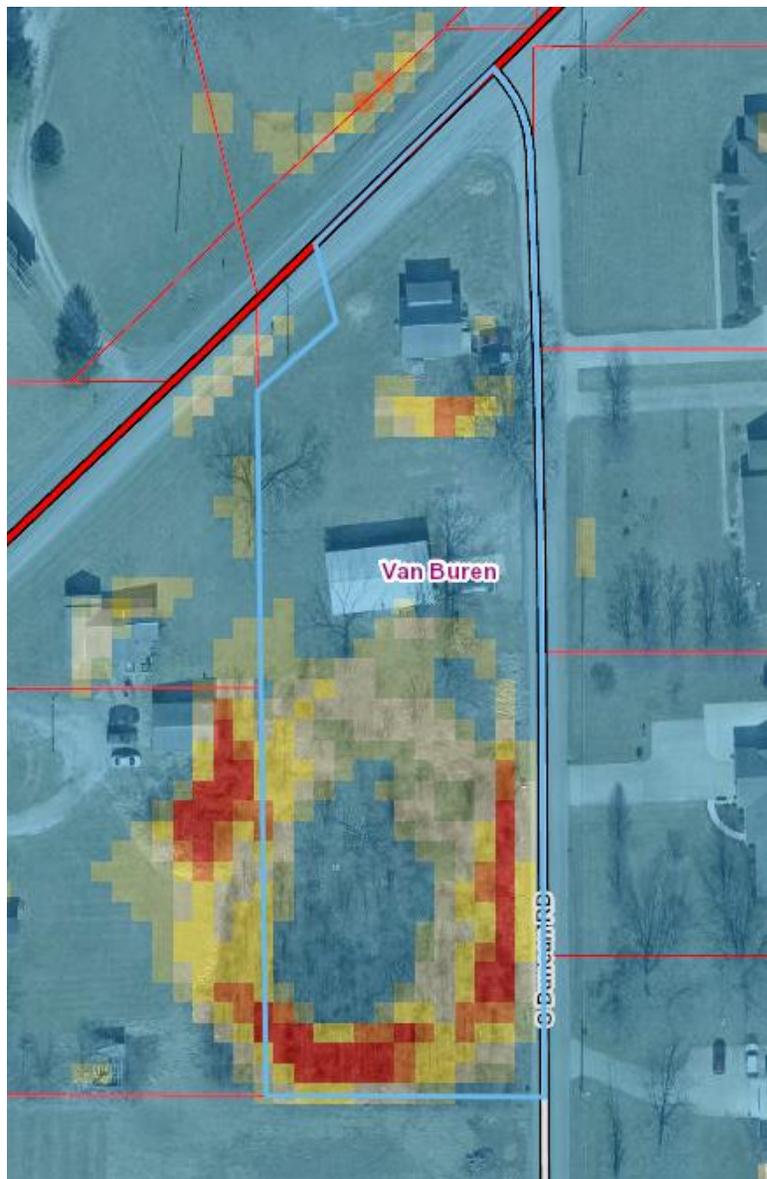
Proposed Zoning: Limited Business



Comp Plan: MCUA Mixed Use



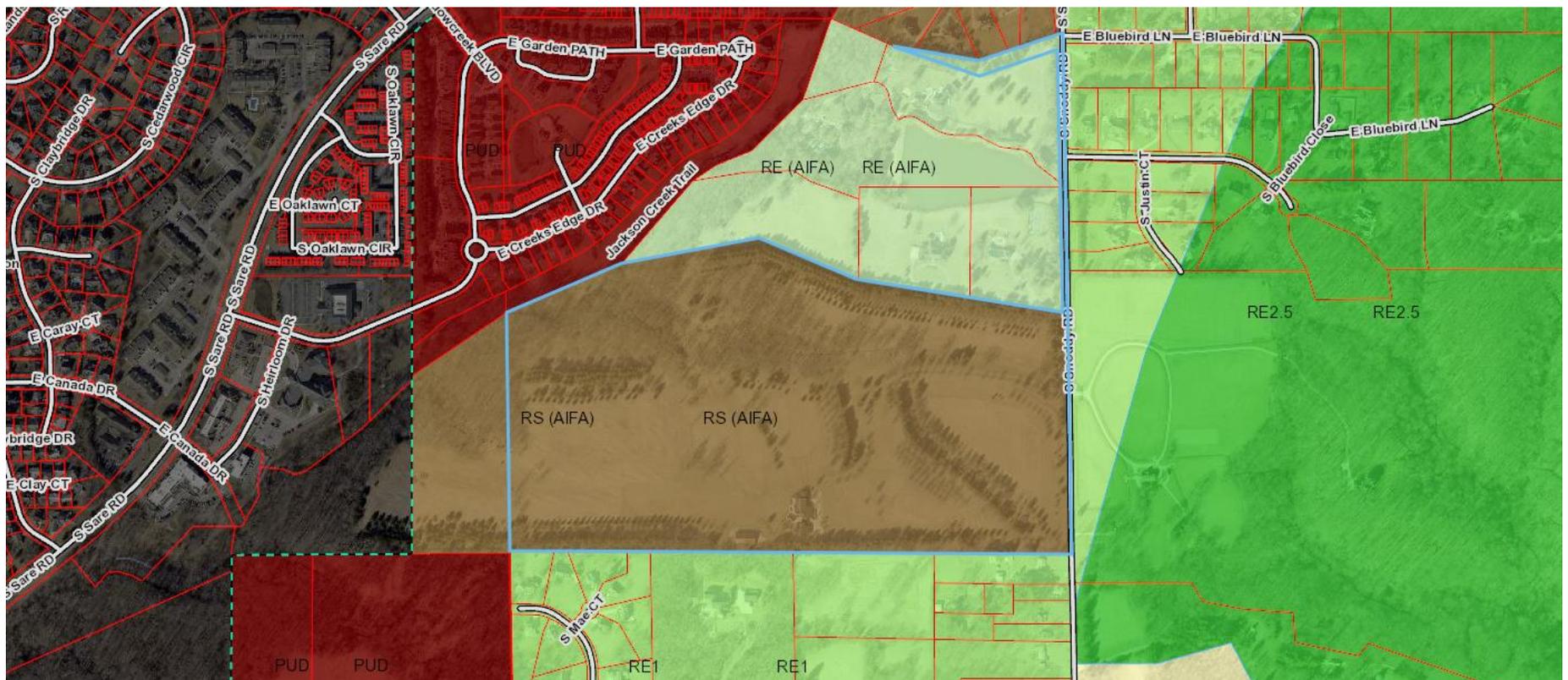
Buildable Area/Environmental Constraints:



3500 S Snoddy Rd

Currently used as a single-family dwelling site on 77 acres. **Survey response: I have a contract with the city and donated land for that right. I will not give that up and will use all measures to insure my rights; Owner's contract with the City, includes agreement to extend CBU water & sewer services to this parcel and adjoining parcel to the west. This agreement includes mixed densities aggregated across both parcels. CR 2.5 represents material down zoning. This parcel is in the former AIFA and the current zoning agreement with the City authorizes gross density of 3.5 units/acre. The county should maintain the urban residential concepts for properties in the former AIFA.**

Current Zoning Residential 1 (RE1)

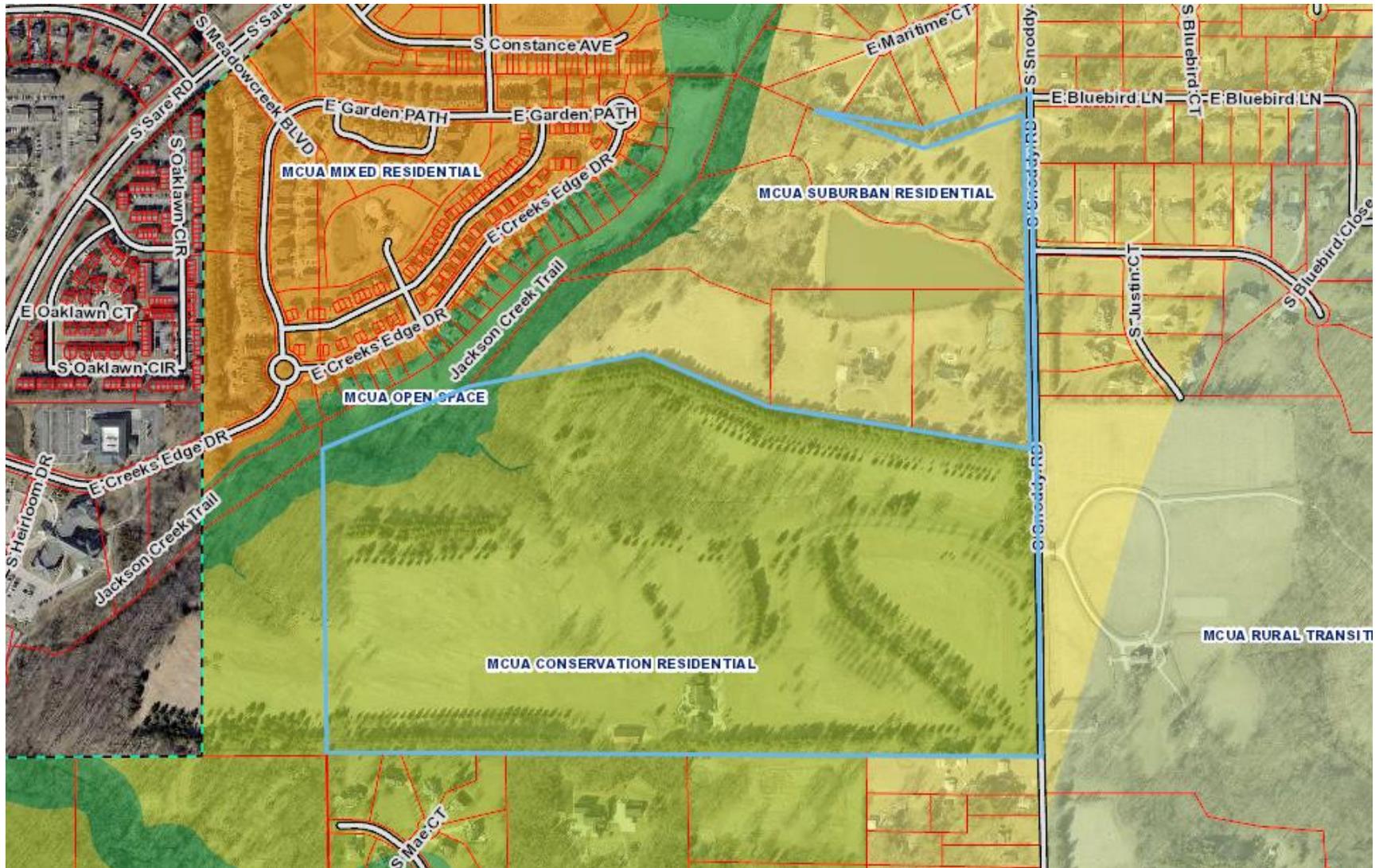


Proposed Zoning: Conservation Residential 2.5 (CR2.5)

now search results for 3500 S SNO...



Comp Plan: MCUA Conservation Residential



S. Snoddy

**RESOLUTION 07-01
OF THE
BLOOMINGTON COMMUNITY PARK AND RECREATION FOUNDATION, INC.**

WHEREAS, the Bloomington Community Park and Recreation Foundation, Inc. (“Foundation”) is a non-profit corporation created to support park programs in Bloomington and the surrounding area; and

WHEREAS, one of the Foundation’s purposes is to accept donations of land for park purposes; and

WHEREAS, Landco of Southern Indiana LLC (“Landco”) owns a parcel of land consisting of approximately 31.5 acres near Winslow Road and High Street in Bloomington more particularly described in Attachment A, incorporated hereto by reference (the “Property”), which it wishes to donate to the Foundation upon certain conditions, which the Foundation is willing to accept; and

WHEREAS, the conditions upon which Landco wishes to make and the Foundation to accept said donation are:

1. The Property shall be maintained solely for public recreational purposes or as publicly-accessible passive greenspace;
2. The Foundation or its successors shall use best management practices to protect the Jackson creek riparian buffer on the Property;
3. Consistent with the City of Bloomington’s Alternative Transportation and greenways Plan, the Foundation or its successors shall make a good faith effort to construct the Jackson Creek Trail through the Property, connecting Sherwood Oaks and Olcott Parks to Childs Elementary School; and
4. The name of the Property shall be “Oliver Rogers Park.”

WHEREAS, Landco has asked that the deed provide that failure to comply with the above conditions shall cause title to the Property to revert to Landco;

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON COMMUNITY PARK AND RECREATION FOUNDATION THAT:

It accepts the donation of the Property described in Attachment A upon the conditions stated herein.

BLOOMINGTON COMMUNITY PARK AND RECREATION FOUNDATION, INC.

Gayle Stuebe, President

ATTEST:

Secretary

**FIRST AMENDMENT
OF
LAND CONVEYANCE AND ZONING AGREEMENT**

This First Amendment of Land Conveyance and Zoning Agreement is between CITY OF BLOOMINGTON, INDIANA ("CITY") by and through its Executive and LANDCO OF SOUTHERN INDIANA, LLC, its successors, assigns or heirs ("LANDCO").

RECITALS

- (A) The CITY and LANDCO executed a LAND CONVEYANCE AND ZONING AGREEMENT (the "AGREEMENT") on October 28, 2006.
- (B) The CITY finally approved the Unified Zoning Ordinance designating Property B, as more specifically identified in the AGREEMENT, as Residential Single Family on July 8, 2007 (the "UDO Adoption Date").
- (C) The AGREEMENT provided that LANDCO was to transfer title to Property A popularly referred to as the Goat Farm within one hundred eighty (180) days of the UDO Adoption Date.
- (D) The AGREEMENT also provided that LANDCO must take title to the Property B parcel within one hundred eighty (180) days of the UDO Adoption Date.
- (E) The CITY and LANDCO have agreed to amend the AGREEMENT as provided herein.

NOW, THEREFORE, in consideration of the mutual consideration contained herein, the CITY and LANDCO agree as follows:

1. AMENDMENT OF TRANSFER DATE. Paragraph 3(B)(3) of the AGREEMENT shall be amended to state following the amendment as follows:

"3. Transfer of Property A shall be executed by July 8, 2007."

2. AMENDMENT OF OWNERSHIP DATE. Paragraph 3(B)(5) of the AGREEMENT shall be amended to state following the amendment as follows:

"5. LandCo shall take title to Property B by January 4, 2008 which is one hundred eighty (180) days from July 8, 2007"

3. AUTHORITY. Notwithstanding anything in this instrument to the contrary, the signatory of each of the parties represent that they have been duly authorized and empowered to execute and deliver this instrument. The parties acknowledge that the City's duties and responsibilities set forth within this instrument are limited to the power of the Executive.

4. BINDING EFFECT. Except as specifically amended by this First Amendment of Land Conveyance and Zoning Agreement, the AGREEMENT shall remain unaltered.

LANDCO OF SOUTHERN
INDIANA, LLC

By: [Signature]
Kevin Todd

Its: Authorized Agent

Date: _____, 2007

CITY OF BLOOMINGTON,
INDIANA

By: [Signature]
Mark Kruzan

Its: Mayor

Date: 6.7, 2007

Jfb/060507/02221/01/goatfarmfirstamend

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>[Signature]</u> DATE: <u>6-8-07</u>
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LAND CONVEYANCE AND ZONING AGREEMENT

This Agreement ("Agreement") is between the CITY OF BLOOMINGTON, INDIANA ("City"), by and through its Executive, and LANDCO OF SOUTHERN INDIANA, LLC, its successors, assigns or heirs ("LandCo"). The parties to this Agreement, in consideration of the mutual covenants, obligations, and stipulations set forth herein, witness and agree as follows:

1. PURPOSE OF AGREEMENT

Pursuant to the City of Bloomington Growth Policies Plan, and in accordance with the terms and conditions contained herein, the purpose of this Agreement is to enhance Bloomington's quality of life.

This Agreement shall result in the expansion of the City's greenspace inventory by effecting the conveyance of 31+/- acres of real property located on south Winslow Road ("Property A") from LandCo to the City of Bloomington. Additionally, this Agreement promotes the Residential Single-Family zoning of 98+/- acres of land located on the City's southeast fringe ("Property B"), which is consistent with the applicable statutory criteria for zoning of land and which would enable the most desirable use and development of said Property B.

2. DESCRIPTION OF SUBJECT PROPERTIES

- A. Property A – Parcel 015-04450-02, located on East Winslow Road, Bloomington, Monroe County Indiana, as more particularly described on Exhibit A.
- B. Property B - Parcels 014-04475-01, 014-04420-02, and 015-04420-07 known as 2900 East Rogers Road and 3500 South Snoddy Road, Monroe County, Indiana, as more particularly described on Exhibit B.

3. DUTIES AND RESPONSIBILITIES OF THE PARTIES

- A. The City of Bloomington, Indiana, shall:
 1. Accept conveyance of Property A.
 2. Maintain Property A solely for public recreational purposes or as publicly-accessible passive greenspace.
 3. Utilize best management practices to protect Jackson Creek riparian buffer through Property A.
 4. Consistent with the City's Alternative Transportation and Greenways Plan, the City will make a good faith effort to construct the Jackson Creek

Trail through Property A, connecting Sherwood Oaks and Olcott Parks to Childs Elementary School.

5. Property A shall be conveyed to the City by LandCo as a determinable fee so that if, at any time after Property A is conveyed, the City ceases to utilize the property for public recreational purposes or as publicly-accessible passive greenspace as referenced in 2 above, Property A shall revert to Mr. Sherman T. Rogers, his heirs, successors or assigns.
6. All taxes assessed for Property A for the current calendar year shall be prorated between LandCo and City through the date of closing. Pro-ration for the current calendar year shall be based on the last statement issued.
7. LandCo is not required to provide City with a disclosure statement, pursuant to I.C. Section 13-25-3-1 et seq., Indiana's Responsible Property Transfer Law ("IRPTL"), because, to the best of LandCo's knowledge, Property A is exempt from the provisions of the law; or: (a) the Property A does not contain any hazardous chemicals or materials; (b) the Property A does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated substances; and (c) the Property A is not listed on the Comprehensive Environmental Response, Compensation and Liability Information System. If LandCo learns that the Property A comes within the terms of IRPTL after execution of this Agreement, then LandCo shall provide to City the required disclosure document and comply with all other parts of this law.
8. City administration shall support and make a good faith effort to secure passage of an amendment to the Official Zoning Map incorporated in its proposed Unified Development Ordinance ("UDO") to designate Property B's zoning classification as Residential Single-Family.
9. City shall provide access to City Utilities Department ("CUD") water and sanitary sewer services to Property B consistent with CUD regulations. In the event that Property B is considered to be in the exclusionary area for purposes of city utilities, city administration shall forward a positive recommendation to the Utilities Service Board, pursuant to Section 24 of the Utility's Rules, Regulations and Standards of Service, requesting that said services be provided.
10. Should City fail, by final action of the City of Bloomington Common Council, to amend its UDO changing Property B's zoning classification to Residential Single-Family, the terms and conditions of this Agreement shall be null and void. Further, should City fail, by final action of the City of Bloomington Common Council, to approve a PUD for Property B within one hundred eighty (180) days from the date LandCo files its application for PUD approval with the Plan Commission, LandCo, or its

successors or assigns may seek subdivision and/or site plan approval so long as the subdivision and/or site plan petition gross density does not exceed three (3) units per acre and the minimum proposed lot size conforms to the requirements of Section 3 (B) (6) of this Agreement.

B. LandCo of Southern Indiana, LLC shall:

1. LandCo shall transfer marketable title of Property A to the City of Bloomington. LandCo shall convey title to the designated City entity as directed by the City.
2. Regarding Property A, LandCo shall pay all costs of releasing existing loans and recording the releases, ½ of the closing fee, preparation of general warranty deed and vendor's affidavit, and other expenses stipulated to be paid by LandCo under other provisions of this Agreement.
3. Transfer of Property A shall be executed within one-hundred eighty (180) days of the City's final approval of the Unified Zoning Ordinance designating Property B as Residential Single-Family.
4. All real estate taxes assessed on Property A for any prior calendar year and remaining unpaid shall be paid by LandCo.
5. LandCo shall take title to Property B within one-hundred eighty (180) days of the approval of Residential Single-Family zoning of said Property by the Common Council of the City of Bloomington.
6. LandCo agrees that any land development plans for Property B shall be submitted in the form of a Planned Unit Development ("PUD") petition, in accordance with Indiana Code, 36-7-4-1500 SERIES, to the appropriate planning and zoning authorities, and that the Property will be developed in accordance with said PUD as approved by said authorities. Said PUD proposal shall provide for the following:
 - A. For potential lots fronting along Snoddy Road, lot areas shall be increased at least 50% beyond the minimum lot area standards of the proposed Residential Single-Family zoning district; and
 - B. The maximum gross density of the proposed development shall not exceed the density permitted for the applicable Residential Single Family zoning; and,

- C. The proposal shall provide for a minimum lot size of one (1) acre for all lots adjacent to Lots Ten (10) through Thirteen (13) of the Fox-Chase Subdivision and Lots Two (2) and Three (3) of the Fanyo-Stolberg Subdivision.

Except as otherwise specifically provided in this Agreement, the terms of the PUD proposal shall comply with all the standards of the Subdivision Control Ordinance pertaining to Residential Single-Family developments. Further, LandCo agrees not to seek approval of development under any other mechanism (including, but not limited to, subdivision or site-plan approval) unless in conjunction with a PUD. LandCo shall further, as a condition of this Agreement, obtain written agreement of the current owner of Property B for himself, his successors, assigns and heirs, to the foregoing commitments with respect to development of said Property, and the written agreement of current owner shall also include owner's agreement that any conveyance of Property B shall be made expressly subject to the foregoing commitments.

Provided, however, the parties acknowledge that the current owner of Property B has taken preliminary steps to submit an application for approval of a subdivision plat for Property B to the City, and nothing in this Agreement shall preclude completion of said application up to but not including the placing of such plat upon any Plan Commission or Plat Committee agenda for approval. However, LandCo agrees that it shall not seek agenda placement, public hearing on, or formal approval of said application by the City except in conjunction with an application for PUD approval, nor shall it apply for any grading or building permit pursuant to said subdivision plat; and LandCo shall further, as a condition of this Agreement, obtain the current owner's agreement, for himself, his successors, assigns and heir, not to seek agenda placement, public hearing on, or formal approval of said application except in conjunction with an application for PUD approval, and not to seek any grading or building permit pursuant to said Plat. Said agreement shall specifically bind current owner's successors, assigns or heirs. The provisions of this section are subject to the provisions of Section 3(A)(10).

4. NOTICE TO THE PARTIES

Whenever any notice, statement or other communications shall be sent to the City or LandCo, it shall be sent to the following addresses, unless otherwise specifically advised:

- A. Notice to the City shall be sent to:

Corporation Counsel
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

B. Notices to LandCo shall be sent to:

Kevin Todd
LandCo of Southern Indiana
101 West Kirkwood, Suite 100
Bloomington, Indiana 47404

5. AUTHORITY TO BIND

Notwithstanding anything in this Agreement to the contrary, the signatory for LandCo represents that he has been duly authorized to execute this Agreement on its behalf. The parties to this Agreement also acknowledge that the City's duties and responsibilities set forth within this Agreement are limited to the powers of the Executive. Both parties to this Agreement acknowledge that the Agreement does not and cannot bind or purport to bind the City of Bloomington Plan Commission or Common Council.

6. ASSIGNMENT

LandCo shall not assign the whole or any written part of this Agreement without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7. GOVERNING LAWS

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana. Any judicial proceedings shall be filed within the Monroe County, Indiana, Circuit Court.

8. ENTIRE AGREEMENT

This Agreement and attachments hereto contain the entire understanding of the parties, and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.

9. SEVERABILITY

The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

10. SUBSTANTIAL PERFORMANCE

This Agreement shall be deemed to be substantially performed only when fully performed according to the terms and conditions and any modification thereof.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates entered below.

**LANDCO OF SOUTHERN
INDIANA, LLC**

**CITY OF BLOOMINGTON,
INDIANA**



BY: Sherman T. Rogers
TITLE: Member

BY: Mark Kruzan
TITLE: Mayor

DATE: _____

DATE: 10.28.06

EXHIBIT "B"

LEGAL DESCRIPTION

3500 S. Snoddy Road

86.57 ACRES

A part of the Northwest quarter and the Southwest quarter of Section 14, and a part of the Southeast quarter of Section 15, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, more specifically described as follows:

Commencing at the northeast corner of said Northwest quarter of Section 14; Thence on the east line of said Northwest quarter and Southwest quarter of Section 14 and on and along Snoddy Road South 00 degrees 06 minute 38 seconds West (basis of bearings being Deed Record 441, Page 572, Monroe County Recorder) 2791.98 feet to the true Point of Beginning;

Thence continuing South 00 degrees 06 minutes 38 seconds West 1139.82 feet to the southeast corner of the north half of said Southwest quarter of Section 14; Thence leaving said east line of said Southwest quarter and Snoddy Road and on the south line of said north half of the Southwest quarter North 88 degrees 30 minutes 19 seconds West 2630.21 feet to the southwest corner of said north half of the Southwest quarter; Thence leaving said Southwest quarter and on the south line of the north half of said Southeast quarter of said Section 15 North 89 degrees 20 minutes 16 seconds West 403.41 feet to the west line of the real estate of Howard

E. Young (Deed Record 441, Page 572, Monroe County Recorder); Thence leaving said south line and on said west line of Howard E. Young North 00 degrees 13 minutes 59 seconds East 831.14 feet to the south line of Lot 10 in The Gardens At Hidden Valley Farms (Plat Cabinet C, Envelope 328, Monroe County Recorder); Thence leaving said west line and on said south line of said Lot 10 North 56 degrees 12 minutes 11 seconds East 532.96 feet; Thence North 68 degrees 51 minutes 42 seconds East 536.39 feet to the southwest corner of Fanyo - Stolberg Subdivision – Amendment One (Plat Cabinet C, Envelope 273, Monroe County Recorder); Thence leaving said south line of said Lot 10 and on the south line of said Fanyo – Stolberg Subdivision – Amendment One North 81 degrees 57 minutes 02 seconds East 682.42 feet; Thence South 66 degrees 51 minutes 30 seconds East 495.00 feet; Thence South 80 degrees 46 minutes 30 seconds East 970.00 feet to the point of beginning containing within said bounds 86.57 ACRES (1.69 acres in the Northwest quarter of Section 14, 75.91 acres in the Southwest quarter of Section 14, and 8.97 acres in the Southeast quarter of Section 15) be the same more or less but subject to all rights-of-way and easements of records.

SUBJECT TO a right-of-way 35 feet wide along Snoddy Road measured from the centerline thereof.

LEGAL DESCRIPTION
Sunshine, LLC

9.48 ACRES

A part of Section 15, Township 8 North, Range 1 West, Monroe County, Indiana, and being more particularly described as follows:

Commencing at a PK nail found at the northeast corner of the Northeast Quarter of said Section 15; thence South 00 degrees 10 minutes 14 seconds West 1054.06 feet on the east line of said Northeast Quarter; thence North 89 degrees 17 minutes 17 seconds West 403.49 feet to a found 5/8" rebar; thence South 00 degrees 10 minutes 07 seconds West 2082.13 feet on the west line of land of Young to the centerline of the east fork of Jackson Creek and the Point of Beginning; thence South 00 degrees 10 minutes 13 seconds West 827.45 feet on said west line of land of Young to the south line of the Northeast quarter of the Southeast Quarter of the aforesaid Section 15; thence North 89 degrees 23 minutes 43 seconds West 916.24 feet on said south line to a 4" x 4" concrete monument found at the southwest corner of said quarter quarter section; thence North 00 degrees 06 minutes 10 seconds West 130.24 feet; thence South 89 degrees 22 minutes 17 seconds East 128.91 feet to the aforesaid centerline of the east fork of Jackson Creek; thence along said centerline the following eight (8) courses: 1. North 28 degrees 01 minutes 40 seconds East 169.24 feet; thence 2. North 12 degrees 23 minutes 28 seconds West 47.25 feet; thence 3. North 10 degrees 43 minutes 35 seconds East 85.01 feet; thence 4. South 84 degrees 43 minutes 23 seconds East 107.65 feet; thence 5. South 64 degrees 41 minutes 49 seconds East 55.86 feet; thence 6. North 76 degrees 57 minutes 04 seconds East 49.50 feet; thence 7. North 52 degrees 44 minutes 12 seconds East 339.28 feet; thence 8. North 45 degrees 13 minutes 20 seconds East 322.37 feet to the Point of Beginning, containing 9.48 acres, more or less.

Exhibit A – Legal Description
E. Winslow Road (“The Ramsey Farm”)

A part of the Northeast and Northwest quarters of Section 15, and a part of the South half of the Southwest quarter of the Southeast quarter of Section 10, Township 8 North, Range 1 West, in Monroe County, Indiana, described as follows: Commencing at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 15 (said point being the Northeast corner of Sherwood Oaks Section Seven); thence South 0 degrees 27 minutes 25 seconds West along the East line of Sherwood Oaks Section Seven 490.00 feet to the point of beginning; thence continuing along the East line of Sherwood Oaks Section Seven and Eight and the West line of the West half of the Northeast quarter 2007.46 feet to the East bank of a creek; thence the next 12 courses being along said East bank: (1) North 36 degrees 53 minutes 56 seconds East 251.58 feet; (2) North 18 degrees 02 minutes 42 seconds East 392.24 feet; (3) North 32 degrees 20 minutes 59 seconds East 344.66 feet; (4) North 41 degrees 02 minutes 46 seconds East 301.86 feet; (5) North 38 degrees 35 minutes 07 seconds East 458.12 feet; (6) North 18 degrees 09 minutes 27 seconds East 255.98 feet; (7) North 27 degrees 13 minutes 12 seconds East 715.16 feet; (8) North 40 degrees 57 minutes 26 seconds East 137.70 feet; (9) North 45 degrees 19 minutes 55 seconds East 89.35 feet; (10) North 61 degrees 04 minutes 53 seconds East 117.28 feet; (11) North 81 degrees 49 minutes 09 seconds East 188.80 feet; (12) North 25 degrees 25 minutes 48 seconds East 41.92 feet to the centerline of Rogers Road; thence North 83 degrees 39 minutes 57 seconds West along said centerline 479.72 feet to the West line of the Southwest quarter of the Southeast quarter of said Section 10; thence South 0 degrees 06 minutes 30 seconds East along said West line to the North line of said Northwest quarter of Section 15 a distance of 194.00 feet; thence North 89 degrees 07 minutes 46 seconds West along said North line 491.31 feet; thence South 23 degrees 44 minutes 37 seconds West 319.65 feet; thence South 29 degrees 37 minutes 41 seconds West 233.19 feet; thence South 31 degrees 23 minutes 55 seconds West 243.31 feet; thence South 68 degrees 39 minutes 30 seconds West 48.82 feet; thence North 67 degrees 03 minutes 04 seconds West 215.41 feet; thence North 52 degrees 56 minutes 36 seconds West 264.25 feet to the point of beginning containing 31.50 acres, more or less in Section 15 and 1.28 acres, more or less in Section 10.

Name	Address	Parcel Number	Please rate your level of satisfaction with the proposed zoning for your property:	Additional comments about the proposed zoning on your property:
Andrew Bradley	S Victor Pike	53-10-12-100-013.000-007	Strongly_dissatisfied	poor, and the land lies too low which creates to many water issues. The land across the tracks was also changed to stone extraction (unknown) to the owner. Please revert to AG.
Karen Young	east state road 45, Unionville In.	53-06-10-200-002.000-003	Dissatisfied	Monroe county to 2.5 acre lot's most people can't take care of 5 acres and 2.5 still will maintain the rural effect
Bill C Brown	S Rockport Rd, Bloomington, IN	53-08-19-200-027.000-008	Strongly_dissatisfied	from I69. There would be almost no drive by or foot traffic. Keeping the LI zoning allows for end users that do not require direct access.
David Devitt	110 N Oard Rd	53-04-34-400-048.000-011	Strongly_dissatisfied	Wants this to be zoned GB. Proposed residential zone. Possibly LB? Showed up at Karst Farm Park on 9/2 to voice concerns.
Julie Adams, CEO Oliver Winery	200 East Winery Road Bloomington, IN 47404	53-02-21-400-034.000-017	Dissatisfied	AG2.5 includes our activities correctly. And hours of operation won't work. Our building is soundproofed for noise ordinances. We need to operate outside 8am to 8pm.
Debbie Hanna	2000 N Packing House Rd Blgtn 47404	53-05-30-400-008.000-004	Strongly_dissatisfied	Air to the community and would like to use this property first for outdoor family entertainment and progress to relocating and expanding Urban Air to this location
Randy Joe Myers	21 E Dillman Rd	53-08-29-400-033.000-008	Strongly_dissatisfied	choice and would be much more consistent with the way this property is currently used and has been used for decades.
Mary Dedek	2236 S Cave Rd Bloomington, IN 47403	53-09-09-100-003.000-015	Dissatisfied	I want to be able to subdivide by lots smaller than 5 acres.
Al Rickey	2299 W Shaw Rd Bloomington IN	53-08-19-300-057.000-008	Strongly_dissatisfied	platted subdivision, and the original house was built in 1930. This should be zoned agricultural, not Suburban Residential
Lorna Estes	2499 W. Amherst Rd. Bloomington, IN 47404	53-05-18-301-002.000-004	Strongly_dissatisfied	the east side of Shelburne Woods to insure there were no houses built up next to my house. I do not want the proposed zoning change in any way , shape, or form !
Chris Bomba	2886 S Walls DR includes anothe	53-01-40-838-000.000-008	Strongly_dissatisfied	to the Bline. I think having this area with a higher density allowed With an eye toward any develop or redevelop integrating the alternative transportation on the B-line
Joel Clark	3210 S Duncan Rd - Remain GB B	53-09-14-101-013.000-015	Strongly_dissatisfied	3210 S. Duncan - few options for rental property if zoned LB - zoned GB now
Sherman Rogers	3500 S Snoddy Road Bloomington, IN 47401	53-08-14-300-024.000-008	Strongly_dissatisfied	I have a contract with the city and donated land for that right. I will not give that up and will use all measures to insure my rights
John Fernandez (on behalf of YFD, LLC)	3500 S. Snoddy Road	53-08-14-300-024.000-008	Strongly_dissatisfied	sewer services to this parcel and adjoining parcel to the west. This agreement includes mixed densities aggregated across both parcels. CR 2.5 represents material down zoning.
John Fernandez	3500 S. Snoddy Road	53-08-14-300-024.000-008	Strongly_dissatisfied	City authorizes gross density of 3.5 units/acre. The county should maintain the urban residential concepts for properties in the former AIFA.
John Fernandez	3500 S. Snoddy Road	53-08-14-300-024.000-008	Strongly_dissatisfied	City authorizes gross density of 3.5 units/acre. The county should maintain the urban residential concepts for properties in the former AIFA.