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Tx:4580206

2022022815

RECORDED: 04/26/2022 03:02:31 PM

ANITA MATHER  
ALLEN COUNTY RECORDER  
FORT WAYNE, IN

WRITTEN COMMITMENT

This Written Commitment ("Commitment"), dated as of the date recorded on the signature page, is made April 20, 2022 by North Eastern Development Corp. ("Owner/Developer").

RECITALS

A. By virtue of that recorded plat of Weatherstone - Section I, and recorded on 04/26/2022, as Document Number 2022022813 in the Office of the Recorder of Allen County, Indiana, Owner/Developer is the owner in fee simple of certain real estate located in Allen County, Indiana, which is legally described in the addendum attached to this Commitment as Exhibit "A" ("Real Estate").

B. Owner/Developer and/or Owners/Developers Agents applied to the Department of Planning Services ("DPS") for approval of development within a regulated floodplain to demonstrate compliance with the Allen County Floodplain Regulations.

C. As part of DPS approval, DPS required Owner/Developer to make this Commitment concerning the use and development of the Real Estate, and further, Owner/Developer and its successors consents and agrees to the terms and restrictions contained in this Commitment.

D. There is fill in the regulated floodplain on the lots referenced in Commitment number 1.

COMMITMENT

Owner/Developer and its successors agree and consent to the following written commitments which shall govern the Real Estate:

1. **STATEMENT OF COMMITMENTS.** The Owner and its successors shall abide by the following commitments:
  - a) The lowest floors for the residences on the following lots shall be at Flood Protection Grade (FEMA Base Flood Elevation plus 2 feet):
    - 1) Plat for Grantham: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
    - 2) Plat for Weatherstone Section I: 1,2,3,4,7,8,9,10,11,12,55,56,57,58,60,61,62,63,64,65,66,67,68,69
  - b) Certified Elevation Certificates for each of the following lots shall be submitted (one for based on construction drawings status; one for under construction status; and one for finished construction status):
    - 3) Plat for Grantham: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
    - 4) Plat for Weatherstone Section I: 1,2,3,4,7,8,9,10,11,12,55,56,57,58,60,61,62,63,64,65,66,67,68,69

2. **BINDING EFFECT, MODIFICATION, TERMINATION.** This Commitment shall run with the Real Estate, and shall be binding upon Owner/Developer, each subsequent owner of the Real Estate and each other person acquiring an interest in the Real Estate, unless this Commitment is modified or terminated. The Recitals are incorporated herein by reference and are expressly made a part of this Commitment. This Commitment may be modified or terminated in accordance with I.C. § 36-7-4-1015 and only by a decision of the City of Fort Wayne-Allen County Zoning Administrator.



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3. **RECORDING.** Owner/Developer shall, at its own expense, record this Commitment with the Allen County Recorder and shall provide two copies of the recorded Commitment to the City of Fort Wayne-Allen County Zoning Administrator.

4. **ENFORCEMENT.** DPS shall have the option (but not the obligation) to enforce this commitment, at law or in equity, in the event of a breach of an obligation on this Commitment; and in the event such enforcement action is commenced, the Zoning Administrator of City of Fort Wayne-Allen County (as applicable) shall have the remedies allowed by the Ordinance (or the ordinance governing Real Estate at the time of the enforcement action) and I.C. §36-7-4-1015, which remedies shall be cumulative not exclusive. A violation of this Commitment shall be deemed a violation of the Ordinance, or the ordinance governing the Real Estate at time of the violation; provided, however, that nothing in this Commitment shall be construed as giving any person the right to compel enforcement of it by the Fort Wayne-Allen County Zoning Administrator, or any successor agency having jurisdiction over the Real Estate.

5. **AMENDMENT OR TERMINATION.** This Commitment may be amended or terminated upon application by the Owner of the Real Estate, and only with the prior written consent of all owners of the Real Estate, and following the Zoning Administrator of City of Fort Wayne-Allen County considering and approving said amendment or termination. In addition, after a violation of this Commitment and after notice has been issued to the Owner or its successors, the Zoning Administrator of City of Fort Wayne-Allen County may revoke the Approval and terminate this Commitment.

6. **PERMITS.** No permits shall be issued under the Allen County or City of Fort Wayne Ordinance by the Zoning Administrator until this Commitment is recorded with the Allen County Recorder and a recorded and executed copy of the Commitment is delivered to the Zoning Administrator.

7. **GOVERNING LAW.** This Commitment, including the restrictions and covenants hereunder, shall be governed by the laws of the State of Indiana.

8. **SEVERABILITY.** Each covenant or restriction contained in any paragraph of this Commitment shall be severable and separate, and if any court shall rule that any particular restriction or covenant is unenforceable, such ruling shall not affect the enforceability of any other restriction or covenant under this Commitment, and such other restriction or covenant shall be enforced.

9. **EFFECTIVE DATE.** This Commitment shall be effective upon the date on which this commitment is recorded in the Office of the Recorder of Allen County, Indiana.

10. **STATUTORY AUTHORITY.** This Commitment is made pursuant to IC 36-7-4-1015.

IN WITNESS WHEREOF, the undersigned has caused this Commitment to be executed the day and year first written above.

**OWNER/DEVELOPER**

By: \_\_\_\_\_  
Signature

Joseph L. Zehr  
Print

President of North Eastern Development Corp.  
Position with Organization

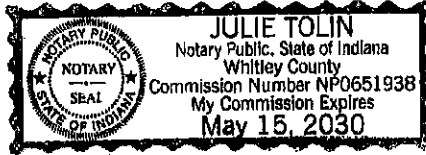


STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned Notary Public in and for said County and State, this 20th day of April 2022, personally appeared Joseph L. Zehr, President of North Eastern Development Corp., the above named Owner and Applicant, and acknowledged the execution of the foregoing Commitment.

WITNESS my hand and Notarial Seal.

My commission expires:



[Signature]

\_\_\_\_\_, Notary Public

(Printed Name)

Resident of \_\_\_\_\_ County, Indiana

This instrument prepared by:

Nathan V Schall

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.

Nathan W Schall

(name printed, stamped or signed w/print)



March 18, 2021  
June 2, 2021 Revision (25ft strip added)  
November 22, 2021 Revision (delete southwest block areas)

**North Eastern Development Corp.  
Pulfer Property  
Coldwater Road  
Fort Wayne, IN  
Weatherstone - Section I**

[Prepared by Duane A. Brown, LS #80040337, D. A. Brown Engineering Consultants, Inc., Job No. 1909-02, based on information contained on Plat of Survey #32-12-28-04 as recorded in Allen County Document No. 2020001116 (and on Job No. 1909-02, Plat of Survey #32-12-28-03 as recorded in Allen County Document No. 2019056964; and on Job No. 1503-01, Plat of Survey No. 32-12-28-01 as recorded in Allen County Document No. 2015043225)]

**Legal Description:**

A tract of land located in the Southeast Quarter of Section 28, T32N, R12E, in Allen County, the State of Indiana, more fully described as follows:

**COMMENCING** at a Rebar stake with cap (FIRM 0042) situated in the Northeast corner of said Southeast Quarter; Thence South 01 Degrees 47 Minutes 07 Seconds East (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 1322.47 feet along the East line of said Southeast Quarter to the point of intersection with the South line extended and the South line of the tract of land described in the conveyance to MRG Properties, LLC in Allen County Document No. 2008051784 [also being the South line extended of Corbin Place as recorded in Allen County Document No. 990045707 (Plat Cabinet E, page 36)]; Thence South 01 Degrees 47 Minutes 07 Seconds East, a distance of 413.37 feet along the East line of said Southeast Quarter [also being the East line of the tracts of land described in the conveyances to David E. & Dana G. Smith (Allen County Document No. 700012556) and to Jason W. Sample (Allen County Document No. 2012049509)] to a Marker Spike with tag (FIRM 0042) in the Southeast corner of said Sample tract; Thence South 01 Degrees 47 Minutes 07 Seconds East, a distance of 582.02 feet along the East line of said Southeast Quarter to a Marker Spike with tag (FIRM 0042) in the point of intersection with the centerline of the Roy Delagrange Drain, the **TRUE POINT OF BEGINNING**; Thence South 01 Degrees 47 Minutes 07 Seconds East, a distance of 333.82 feet along the East line of said Southeast Quarter to a Marker Spike with tag (FIRM 0042) in the Southeast corner thereof; Thence South 88 Degrees 36 Minutes 36 Seconds West, a distance of 2093.48 feet along the South line of said Southeast Quarter to a Rebar stake with cap (FIRM 0042); Thence North 01 Degrees 23 Minutes 24 Seconds West, a distance of 164.08 feet; Thence North 27 Degrees 26 Minutes 23



Seconds East, a distance of 50.00 feet to the beginning of a non-tangent circular arc; Thence Southeasterly, a distance of 37.82 feet along said non-tangent circular arc that is concave Northeasterly, having a radius measuring 225.00 feet, having a central angle measuring 09 Degrees 37 Minutes 52 Seconds, and having a long chord bearing South 67 Degrees 22 Minutes 33 Seconds East and measuring 37.78 feet to the beginning of a non-tangent line; Thence North 19 Degrees 04 Minutes 55 Seconds East, a distance of 168.37 feet along said non-tangent line; Thence North 33 Degrees 41 Minutes 21 Seconds East, a distance of 257.50 feet; Thence North 04 Degrees 13 Minutes 46 Seconds East, a distance of 350.00 feet; Thence North 82 Degrees 42 Minutes 02 Seconds East, a distance of 350.00 feet; Thence South 78 Degrees 58 Minutes 26 Seconds East, a distance of 350.00 feet; Thence North 58 Degrees 29 Minutes 15 Seconds East, a distance of 242.28 feet to the point of intersection with the centerline of the Roy Delagrang Drain; Thence continuing along said centerline with the following courses and distances:

South 14 Degrees 09 Minutes 45 Seconds East for 234.71 feet, South 41 Degrees 12 Minutes 48 Seconds East for 82.99 feet, South 46 Degrees 47 Minutes 41 Seconds East for 77.87 feet, South 57 Degrees 32 Minutes 37 Seconds East for 82.42 feet, South 61 Degrees 15 Minutes 24 Seconds East for 79.08 feet, South 70 Degrees 41 Minutes 45 Seconds East for 139.63 feet, South 53 Degrees 25 Minutes 51 Seconds East for 84.29 feet, South 70 Degrees 56 Minutes 15 Seconds East for 337.93 feet, South 84 Degrees 19 Minutes 34 Seconds East for 53.25 feet, and North 86 Degrees 46 Minutes 42 Seconds East for 28.03 feet to the **POINT OF BEGINNING.**

Said tract containing 32.310 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

