



CITY OF WESTFIELD, IN
BoardofZoningAppeals_Meeting_Agenda_04_11_2017

Tuesday, April 11, 2017 at 07:00 PM

BOARD OR COMMISSION: Board of Zoning Appeals (BZA)

MEETING DATE: Tuesday, April 11, 2017 at 07:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF ZONING APPEALS

OPENING OF REGULAR MEETING

Note the presence of a quorum

Approval of minutes - March 14, 2017

Documents: [BZA Minutes - March 14, 2017](#)

Review Rules & Procedures

ITEMS OF BUSINESS:

PUBLIC HEARINGS

1704-VS-07 [PUBLIC HEARING]

3629 Oak Hollow Road

Adam Gonzales

The Petitioner is requesting a Variance of Standard to reduce the Minimum Rear Yard Setback to accommodate the installation of a pool on .34+/- acres in the Bridgewater PUD District (Exhibit 12 of Ordinance 06-49).

Documents: [Exhibit 1: Staff Report](#) | [Exhibit 2: Location Map](#) | [Exhibit 3: Existing Conditions](#) | [Exhibit 4: Site Plan](#) | [Exhibit 5: Elevations](#) | [Exhibit 6: Petitioner's Application](#)

CONTINUED

1612-VS-17 [CONTINUED]

18300 Block of Joliet Road (Parcel No. 08-05-31-00-00-004.000)

TNA Enterprises, LLC

The petitioner is requesting approval of a Variance of Standard to reduce the Minimum Lot Frontage in the AG-SF1: Agriculture / Single-Family Rural District (Article 4.2(D)).

1609-AA-01 [CONTINUED]

14939 Ditch Road

Indiana Structural Foundations, LLCThe petitioner is appealing an Administrative Determination (1604-AD-02) regarding standards applicable to a concrete business pursuant to a previously approved Variance of Use (79-V-12).

REPORTS/COMMENTS:

Plan Commission Liaison

Economic and Community Development Department

ADJOURNMENT



WESTFIELD-WASHINGTON
BOARD OF ZONING APPEALS

April 11, 2017
1704-VS-07
Exhibit 1

Petition Number: 1704-VS-07

Subject Site Address: 3629 Oak Hollow Court (the "Property")

Petitioner: Adam Gonzalez (the "Petitioner")

Request: The petitioner is requesting a Variance of Standard to reduce the Minimum Real Yard Setback to accommodate the installation of a pool on .34+/- acres in the Bridgewater PUD District (Exhibit 12 of Ordinance 06-49).

Current Zoning: Bridgewater Planned Unit Development (PUD) District

Current Land Use: Residential

Approximate Acreage: 0.34+/- acres

Exhibits:

1. Staff Report
2. Location Map
3. Existing Conditions Exhibit
4. Site Plan Exhibit
5. Elevations
6. Petitioner's Application

Staff Reviewer: Amanda Rubadue, Associate Planner

OVERVIEW

The subject property is 0.34 acres +/- in size and located at 3629 Oak Hollow Court (see [Exhibit 2](#)).

The Property is zoned Bridgewater PUD District. The property currently contains a single family home (see [Exhibit 3](#)). The surrounding properties are also zoned Bridgewater PUD District.

Variance Request: The petitioner is requesting a Variance of Standard to modify the Minimum Rear Yard Setback from thirty (30) feet to twenty (20) feet, as further described herein.

SUMMARY OF VARIANCE

The property is subject to the Parcel D standards for detached single family residential within the Bridgewater PUD. This standard requires a Minimum Rear Yard Setback of thirty (30) feet.

The petitioner is requesting a Variance of Standard to modify the Minimum Rear Yard Setback from thirty (30) feet to twenty (20) feet to accommodate a pool and deck, as generally illustrated on the Site Plan (see [Exhibit 4](#)).



Procedural

Public Notice: The Board of Zoning Appeals is required to hold a public hearing on its consideration of a Variance of Development Standard. This petition is scheduled to receive its public hearing at the April 11, 2017, Board of Zoning Appeals meeting. Notice of the public hearing was properly advertised in accordance with Indiana law and the Board of Zoning Appeals' Rules of Procedure.

Conditions: The UDO¹ and Indiana law provide that the Board of Zoning Appeals may impose reasonable conditions and limitations concerning use, construction, character, location, landscaping, screening, and other matters relating to the purposes and objectives of the UDO upon any Lot benefited by a variance as may be necessary or appropriate to prevent or minimize adverse effects upon other property and improvements in the vicinity of the subject Lot or upon public facilities and services. Such conditions shall be expressly set forth in the order granting the variance.

Acknowledgement of Variance: If the Board of Zoning Appeals approves this petition, then the UDO² requires that the approval of the variance shall be memorialized in an acknowledgement of variance instrument prepared by the Department. The acknowledgement shall: (i) specify the granted variance and any commitments made or conditions imposed in granting of the variance; (ii) be signed by the Director, Property Owner and Applicant (if Applicant is different than Property Owner); and (iii) be recorded against the subject property in the Office of the Recorder of Hamilton County, Indiana. A copy of the recorded acknowledgement shall be provided to the Department prior to the issuance of any subsequent permit or commencement of uses pursuant to the granted variance.

Variance of Development Standard: The Board of Zoning Appeals shall approve or deny a variance from the development standards (such as height, bulk, or area) of the underlying zoning ordinance. A variance may be approved under Indiana Code § 36-7-4-918.5 only upon a determination in writing that:

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;
2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the subject property.

¹ Article 10.14(I) Processes and Permits; Variances; Conditions of the UDO.

² Article 10.14(K) Processes and Permits; Variances; Acknowledgement of Variance of the UDO.



Department Comments

If the Board is inclined to approve the variance, then the Department recommends approving the petition with the following condition and findings:

Recommended Condition:

Plans for the pool shall be reviewed and receive approval from the Bridgewater Club prior to issuance of an Improvement Location Permit.

Recommended Findings for Approval:

1. *The approval will not be injurious to the public health, safety, morals, and general welfare of the community:*

Finding: It is unlikely that approving the requested variance would be injurious to the public health, safety, morals, and general welfare of the community because the existing use and proposed improvements would otherwise comply with the applicable standards of the Bridgewater PUD District.

2. *The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner:*

Finding: It is unlikely the use and value of adjacent property will be affected in a substantially adverse manner. The proposed variance should not have a negative impact on surrounding properties because the use of the property will not change.

3. *The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the subject property.*

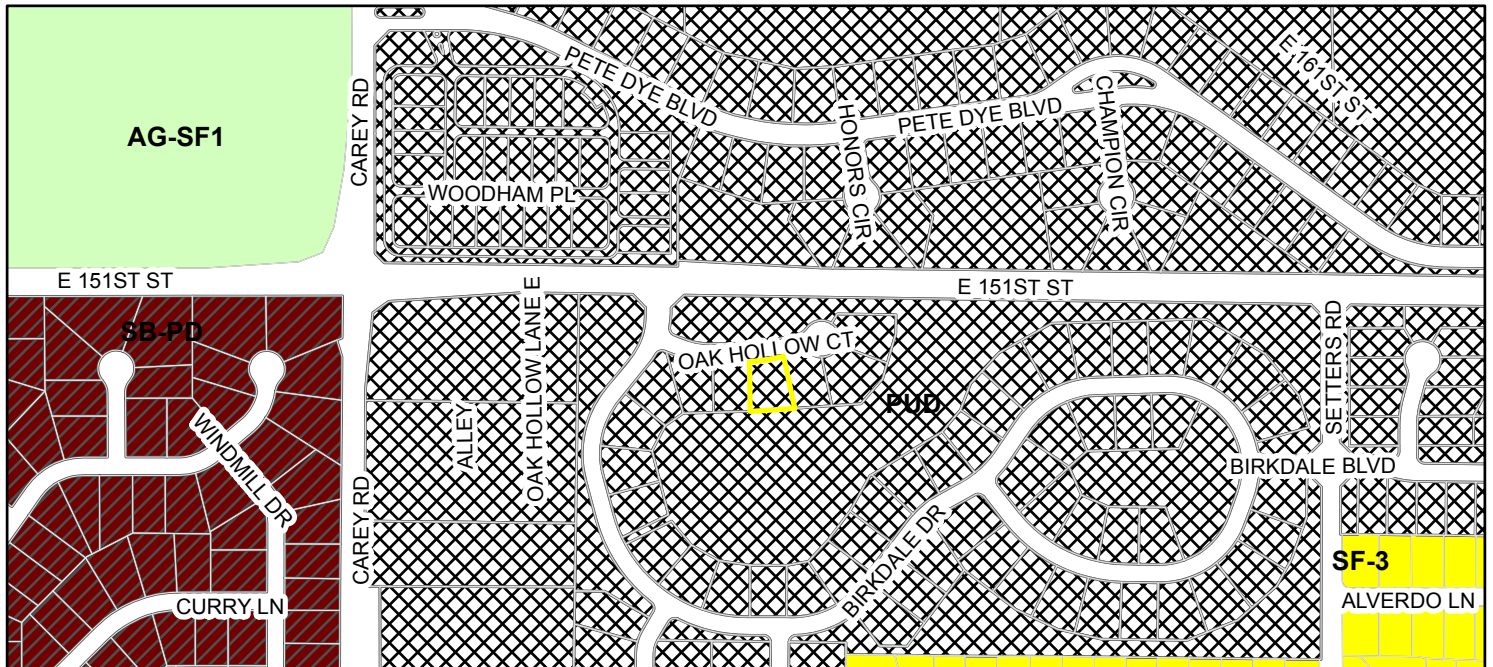
Finding: Strict adherence to the zoning ordinance would result in the inability to improve the property as proposed and would result in the construction of a swimming pool that would not suit the needs of the petitioner.

Denial: If the Board is inclined to deny the requested variance, then the Department recommends denying the variance, and then tabling the adoption of findings until the Board's next meeting with direction to the Department to prepare the findings pursuant to the public hearing evidence and Board discussion.

Aerial Location Map

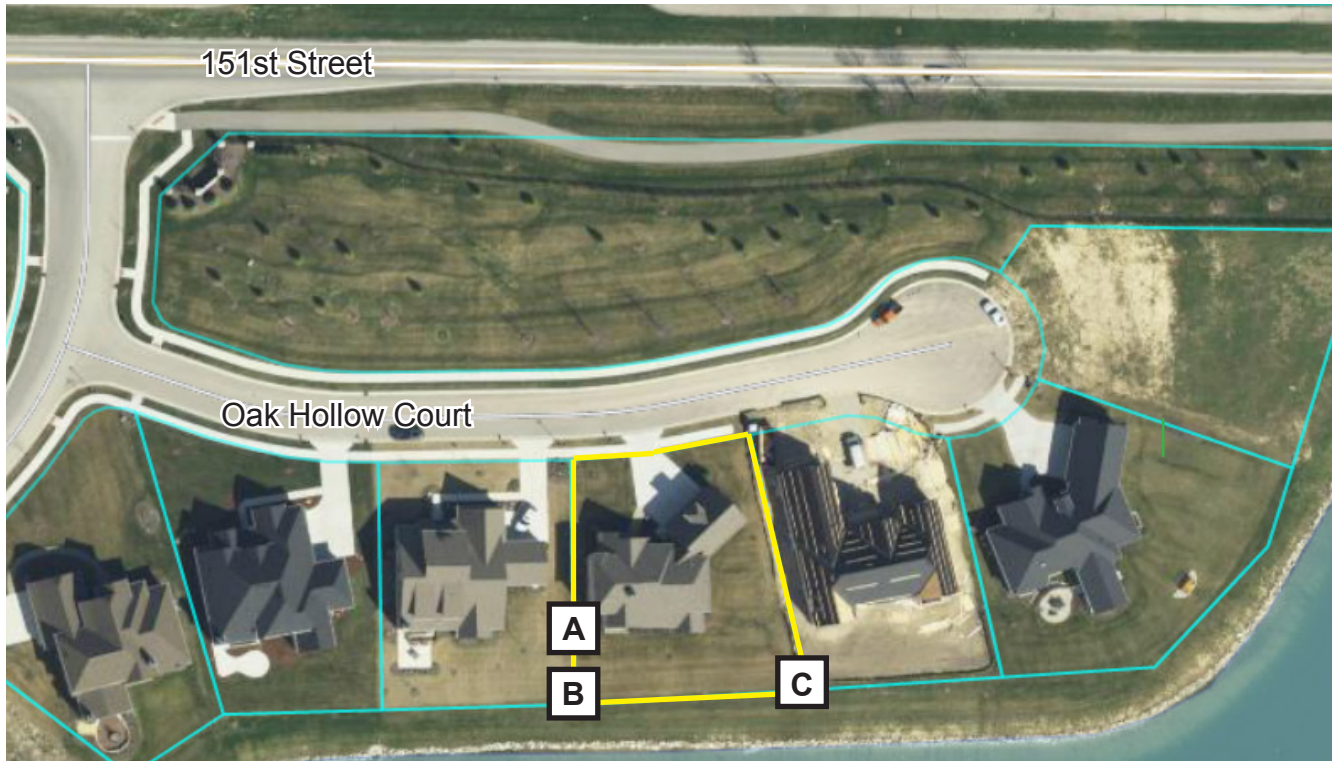


Zoning Map



- Parcel
- Zoning - All**
- Zoning**
-  AG-SF1 (Agriculture - Single Family - 1)
 -  SB-PD (Special Business - Planned Development)
 -  PUD (Planned Unit Development)
 -  SF-3 (Single Family - 3)

Existing Conditions Exhibit

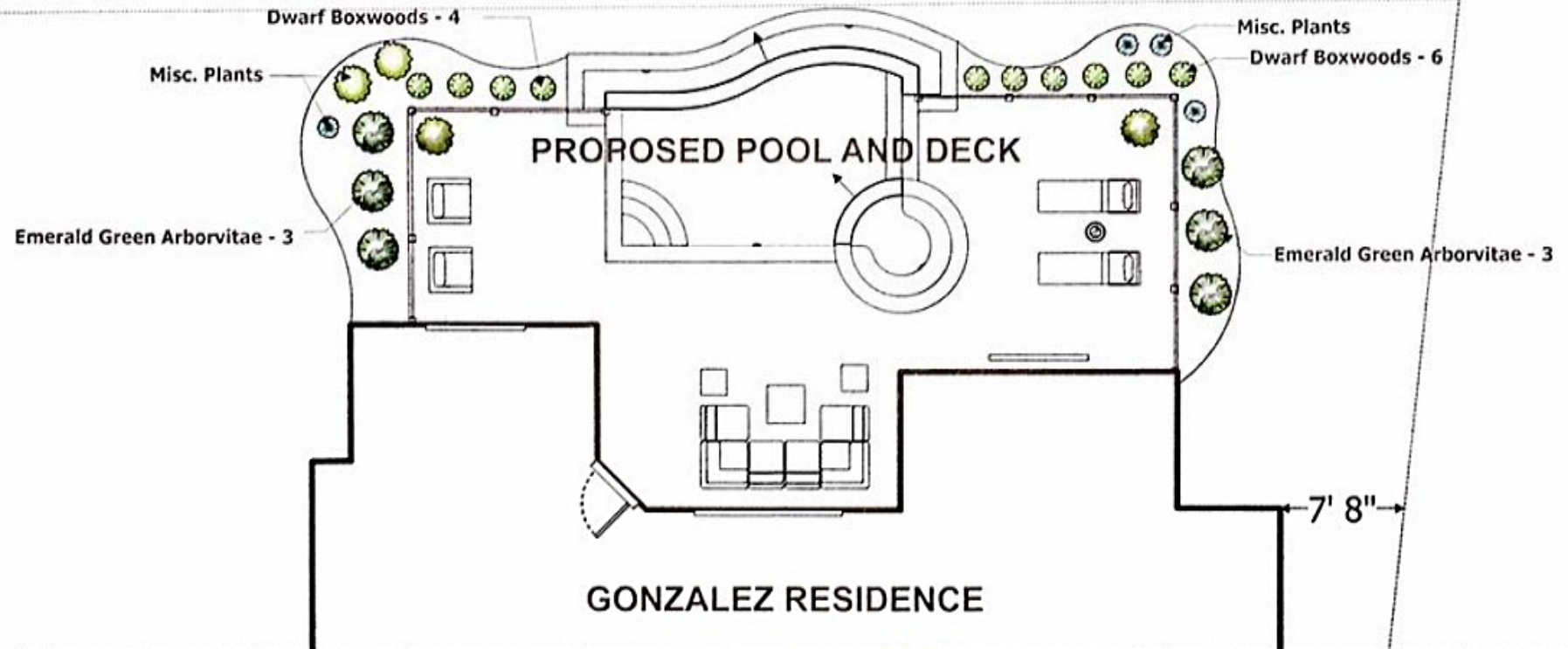


PROPERTY LINE

113'

N 0° 34' 8" E

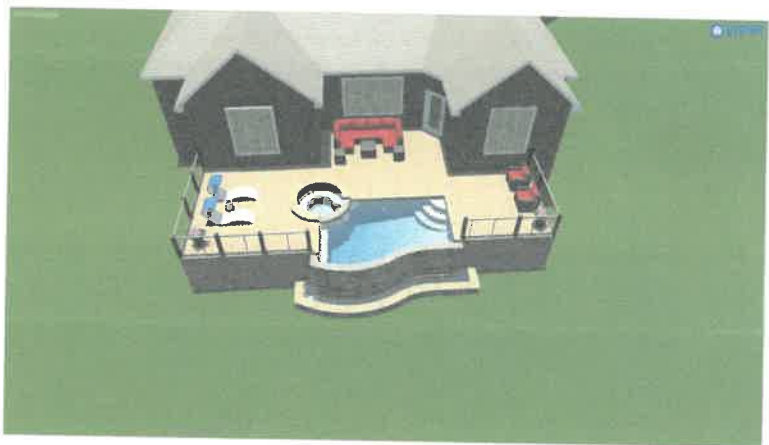
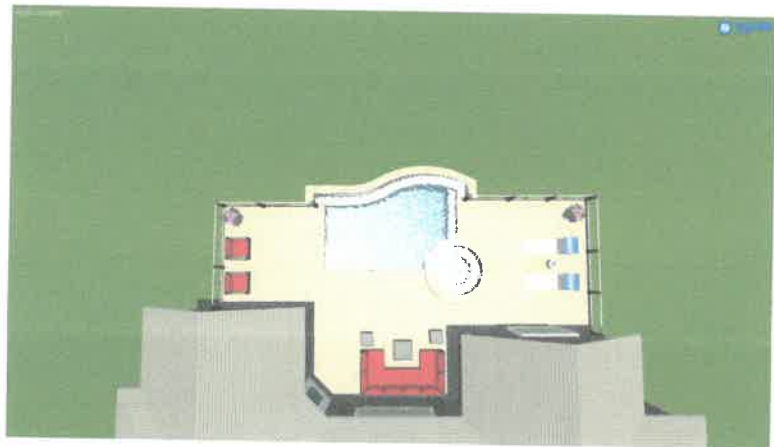
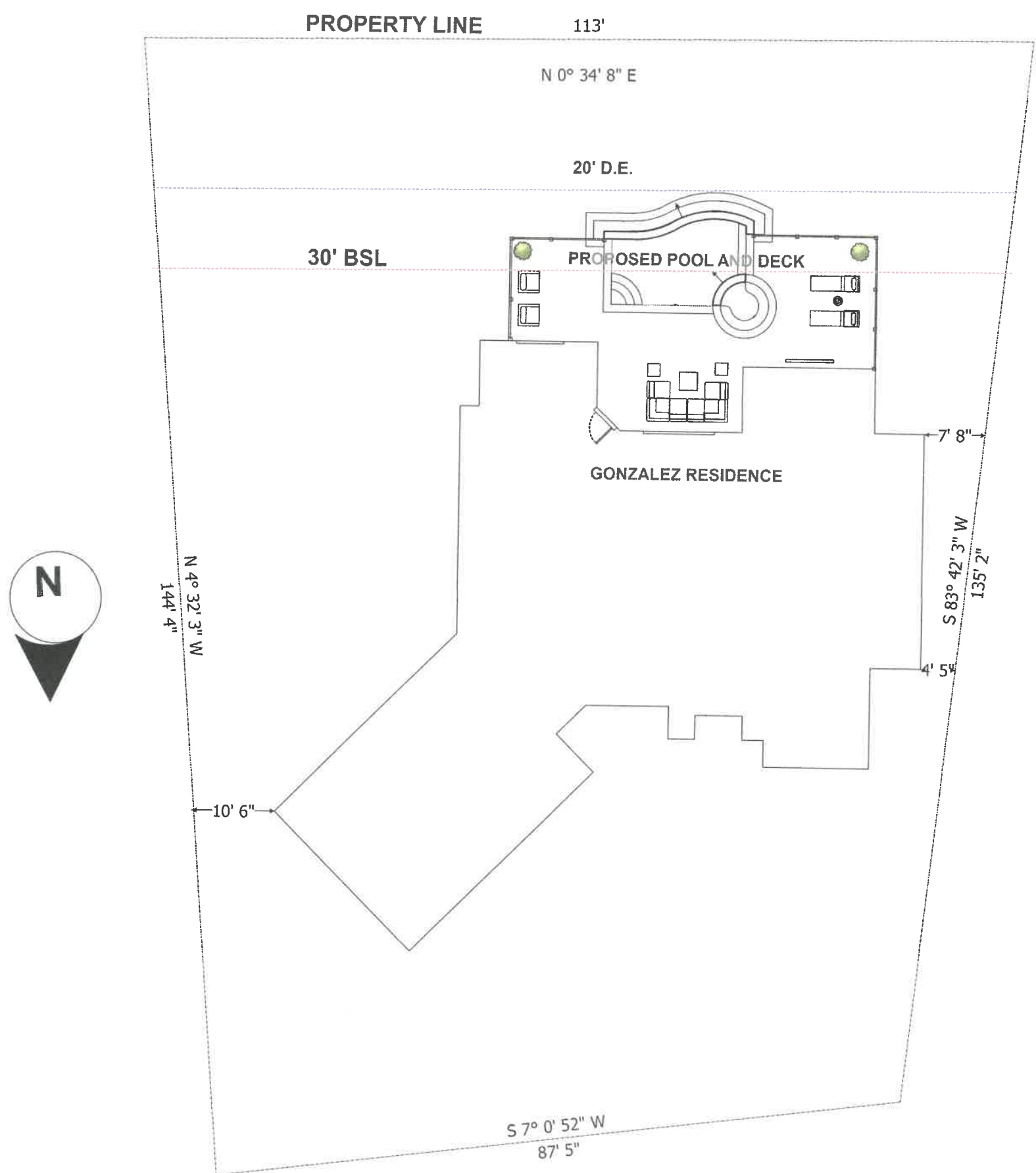
20' D.E.



CONTRACTOR:
BLUE HAVEN POOLS & SPAS
P.O. BOX 562
Lebanon, IN 46052

OWNER:
ADAM GONZALEZ
3629 Oak Hollow Court
Carmel, Indiana

GONZALEZ POOL PROJECT



CONTRACTOR:
BLUE HAVEN POOLS & SPAS
P.O. BOX 562
Lebanon, IN 46052

OWNER:
ADAM GONZALEZ
3629 Oak Hollow Court
Carmel, Indiana

VARIANCE APPLICATION

MAR - 2 2017

OFFICE
USE ONLY

DOCKET #: 1704-VS-07

FILING DATE:

FILING FEE: \$ FEE PLUS \$ PER ADDITIONAL VARIANCE (@) = \$

PRE-FILING CONFERENCE

PRE-FILING CONFERENCE WITH: (STAFF NAME) DATE:

PRIOR OR RELATED DOCKET NUMBERS

CHANGE OF ZONING: AMENDMENTS: DEVELOPMENT PLAN:

PRIMARY PLAT: SECONDARY PLAT: VARIANCE(S):

APPLICANT INFORMATION

APPLICANT'S NAME: ADAM GONZALEZ TELEPHONE: (317) 509-2650

ADDRESS: 3629 OAK HOLLOW COURT, CARMEL, IN EMAIL: ADAM@GONZALEZPRODUCTS.COM

PROPERTY OWNER'S NAME: ADAM GONZALEZ TELEPHONE: (317) 509-2650

ADDRESS: 3629 OAK HOLLOW CT., CARMEL, IN 46033 EMAIL: SAME

REPRESENTATIVE'S NAME: MIKE RUTHERFORD TELEPHONE: (317) 714-4831

COMPANY: BLUE HAVEN POOLS EMAIL: MRUTHERFORD@BLUEHAVENPOOLS.COM

ADDRESS: P.O. Box 562, LEBANON, IN 46052

PROPERTY AND PROJECT INFORMATION

ADDRESS OR PROPERTY LOCATION: 3629 OAK HOLLOW CT., CARMEL, IN 46033

COUNTY PARCEL ID #(S): 08-16-17-00-23-004.000

EXISTING ZONING DISTRICT(S): EXISTING LAND USE(S):

VARIANCE REQUEST

☐ VARIANCE OF LAND USE CODE CITATION:☒ VARIANCE OF DEVELOPMENT STANDARD(S) CODE CITATION:

FINDINGS OF FACT: (PLEASE SEE ATTACHED)

STATEMENT OF INTENT (EXPLANATION OF REQUEST - ATTACH SEPARATE SHEET IF NECESSARY):

WE RESPECTFULLY REQUEST A VARIANCE TO INSTALL AN INGROUND SWIMMING POOL. AS OF RIGHT NOW, THERE IS A 30' BUILDING SETBACK LINE AT THE REAR PROPERTY LINE. WE WOULD LIKE TO ENCROACH 10' INTO THE 30' SETBACK. THAT WOULD LEAVE 20' AT THE REAR OF THE PROPERTY.

APPLICANT AFFIDAVIT

IN WITNESS WHEREOF, the undersigned, having duly sworn, upon oath says that above information is true and correct as he/she is informed and believes and that Applicant owns or controls the property involved in this application.

[Signature]
Applicant/Representative (signature)

[Signature]
Applicant/Representative (printed)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing Application.

Witness my hand and Notarial Seal this 2nd day of March, 2017.

State of Indiana, County of Tippecanoe, SS:



[Signature]
Notary Public Signature

Kristen Sparks
Notary Public (printed)

PROPERTY OWNER AFFIDAVIT

IN WITNESS WHEREOF, the undersigned, having duly sworn, upon oath says they are the owners of the property involved in this application and that they hereby acknowledge and consent to the foregoing Application.

[Signature]
Property Owner (signature)*

[Signature]
Property Owner (printed)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the Property Owner, who having been duly sworn acknowledged and consents to the execution of the foregoing Application.

Witness my hand and Notarial Seal this 2nd day of March, 2017.

State of Indiana, County of Tippecanoe, SS:



[Signature]
Notary Public Signature

Kristen Sparks
Notary Public (printed)

*A signature from each party having interest in the property involved in this application is required. If the Property Owner's signature cannot be obtained on the application, then a notarized statement by each Property Owner acknowledging and consenting to the filing of this application is required with the application.

FINDINGS OF FACT (VARIANCE OF USE)



APPLICANT: _____

DOCKET #: _____

In taking action on a variance request, the Board of Zoning Appeals uses the following decision criteria to approve or deny a variance, as established by Indiana Code, and the Board may impose reasonable conditions as part of its approval. The applicant must address the criteria below. A variance of land use may be approved by the Board of Zoning Appeals only upon a determination that the Board finds all of the following to be true:

- A. The use will not be injurious to the public health, safety, morals, and general welfare of the community because: _____

THE SWIMMING POOL WILL BE CONSTRUCTED PER STATE AND LOCAL CODE.

- B. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner because: _____

THE SWIMMING POOL IS AN AMENITY. THE WILL INCREASE THE VALUE OF THE PROPERTY.

- C. The need for the variance arises from some condition particular to the property involved because: _____

THE B.S.L. COMES TO WITHIN 7' OF THE HOME. THIS DOES NOT LEAVE ENOUGH ROOM FOR THE POOL INSTALLATION.

- D. The strict application of the terms of the Ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought because: _____

IT ESSENTIALLY LEAVES NO ROOM FOR ANY TYPE OF BACKYARD AMENITY. THE BACKYARD IS USELESS AS IT IS NOW.

- E. The variance of use does not interfere substantially with the Comprehensive Plan because: _____

**FINDINGS OF FACT (VARIANCE OF DEVELOPMENT STANDARD)**

APPLICANT: _____

DOCKET #: _____

In taking action on a variance request, the Board of Zoning Appeals uses the following decision criteria to approve or deny a variance, as established by Indiana Code, and the Board may impose reasonable conditions as part of its approval. The applicant must address the criteria below (if multiple variances of development standard are being requested, then this sheet should be completed separately for each requested variance). A variance of land use may be approved by the Board of Zoning Appeals only upon a determination that the Board finds all of the following to be true:

A. The approval will not be injurious to the public health, safety, morals, and general welfare of the community because: _____

B. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner because: _____

C. The strict application of the terms of the Ordinance will result in practical difficulties in the use of the property because: _____

WESTFIELD-WASHINGTON TOWNSHIP APPLICATION FORM

VARIANCE APPLICATIONS



GENERAL INSTRUCTIONS

- A. **Pre-Filing Conference:** A pre-filing conference is required for all petitions. An appointment must be made with the Economic and Community Development Department (the "Department") to discuss a petition prior to filing. An application will not be considered filed until a pre-filing conference has occurred. Applicants are encouraged to incorporate the Department's comments into the application prior to filing.
- B. **Filing Petition:** A petition shall be filed with the Department by the filing deadline in accordance with the Schedule of Meeting and Filing Dates. In order to be deemed a complete petition, a petition shall include the following:
- | | |
|---|---|
| ☐ Completed Application | ☐ Legal Description |
| ☐ Draft Public Notice | ☐ List of Adjoining Property Owners (as provided by County) |
| ☐ Property Owner Consent | ☐ TAC Delivery Affidavit (if TAC is determined to be necessary) |
| ☐ Site Plan (to scale) | ☐ Copy of Property Deed |
| ☐ Statement of Intent | ☐ Elevations, photographs or other supporting information necessary to explain the nature of the requested variance(s) |
- C. **Filing Fee Check:** After the filing of an application, the Department will advise the applicant of the applicable filing fee amount, which is due and payable (checks made out to "City of Westfield") within two (2) weeks of filing.
- D. **Technical Advisory Committee (TAC):** The applicant is responsible for submitting a copy of the application and related information to Technical Advisory Committee members prior to filing, if determined by the Department to be necessary. An affidavit confirming delivery of information is required to be completed and signed by the applicant and submitted with the petition. Technical Advisory Committee meetings are held in the City Services Building (2728 East 171st Street, Westfield, IN 46074) in accordance with the Schedule of Meeting and Filing Dates. A representative must be present at this meeting.
- E. **Public Hearing and Notice:** All variance petitions require a public hearing by the Board of Zoning Appeals. The public hearing is held at City Hall, 130 Penn Street, Westfield, Indiana, in accordance with the Schedule of Meeting and Filing Dates. Notice of the hearing is required in accordance with the Board's [Rules of Procedure](#):
1. **Newspaper Publication:** Notice of the hearing will be published in the Hamilton County Reporter and The Times. The Department will handle the newspaper publication requirement.
 2. **Mailed Public Notice:** The applicant is responsible to send public notice by certified mail with proof of mailing (certificate of mailing) to all interested parties, postmarked at least ten (10) days prior to the hearing. A list of adjacent property owners may be obtained from the **Hamilton County Auditor, Office of Transfers and Mapping** (33 North 9th Street, Noblesville, IN 46060, (317) 776-9624), and shall include all owners of property to a depth of two (2) ownerships of no direct or indirect financial or other interest to the applicant or property owner or one-eighth of a mile (1/8), whichever is less.
 3. **Public Notice Sign:** The applicant is responsible to post a public notice sign(s) on the property at least ten (10) days prior to the public hearing. The Department will determine sign locations and will make signs available for the applicant to obtain in the office of the Department.
 4. **Affidavit of Notice of Public Hearing:** The applicant shall deliver a copy of the mailed notice and a signed affidavit, verifying that the notices were mailed and the public notice sign(s) was posted on the subject property, to the Department at least four (4) calendar days prior to the public hearing.
- F. **Ex-parte Communication:** In no event shall applicants or other interested parties contact or attempt to communicate with members of the Board in regard to a filed variance petition prior to the public hearing.
- G. **Revised Materials:** If the applicant wishes to submit additional or revised information than what is filed, then the applicant shall submit those to the Department no later than ten (10) days prior to the public hearing.
- H. **Board's Consideration:** Following the public hearing, the Board may either approve, approve with conditions, deny or continue the petition.
- I. **Resource:** Please see the Board's [Rules of Procedure](#) for more detailed procedural information.

WESTFIELD-WASHINGTON TOWNSHIP APPLICATION FORM
TECHNICAL ADVISORY COMMITTEE

DOCKET #: _____ FILING DATE: _____

APPLICANT'S NAME: ADAM GONZALEZ TELEPHONE: (317) 509-2650

REPRESENTATIVE'S NAME: MIKE RUTHERFORD TELEPHONE: (317) 714-4831

PROJECT TO BE KNOWN AS: GONZALEZ POOL

ADDRESS OR PROPERTY LOCATION: 3629 OAK HOLLOW COURT, CARMEL, IN 46033

APPLICATION TYPE: ☐ STANDARD ZONING DISTRICT ☐ PLANNED UNIT DEVELOPMENT DISTRICT ☐ TEXT AMENDMENT
☐ PRIMARY PLAT ☐ SECONDARY PLAT ☐ DEVELOPMENT PLAN ☐ BOARD OF ZONING APPEALS

DELIVERY AFFIDAVIT

IN WITNESS WHEREOF, the undersigned, having duly sworn, upon oath certifies that on behalf of the above application, that I caused copies of said application and supporting plans and materials to be delivered electronically or in hardcopy on the _____ day of _____, 20____ to the members of the Westfield-Washington Township Technical Advisory Committee members as set forth in the attached.

[Signature]
Applicant/Representative (signature)*

Adam Gonzalez
Applicant/Representative (printed)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 2nd day of March, 2017.

State of Indiana County of Tippecanoe SS:

Kristen Sparks
Notary Public Signature

Kristen Sparks
Notary Public (printed)



WESTFIELD-WASHINGTON TOWNSHIP APPLICATION FORM

TECHNICAL ADVISORY COMMITTEE MEMBERS



CITY OF WESTFIELD		
Westfield Economic and Community Development Department(H) 2728 East 171st Street Westfield, Indiana 46074 (317) 804-3170 economicdevelopment@westfield.in.gov	Westfield Fire Department(H) 17535 Dartown Road Westfield, Indiana 46074 Garry Harling (317) 804-3307 gharling@westfield.in.gov	Westfield G.I.S. (for addressing) 2706 East 171st Street Westfield, Indiana 46074 Leane Kmetz (317) 804-3001 lkmetz@westfield.in.gov
Westfield Public Works Department 2706 East 171st Street Westfield, Indiana 46074 Jeremy Lollar / Phil Sundling (317) 804-3100 jlollar@westfield.in.gov psundling@westfield.in.gov	Westfield Pre-Construction(H) 2706 East 171st Street Westfield, Indiana 46074 John Rankin (317) 804-3147 jrankin@westfield.in.gov	Westfield Storm Water 2706 East 171st Street Westfield, Indiana 46074 Mike Morgan / Wes Rood (317) 804-3100 mmorgan@westfield.in.gov wrood@westfield.in.gov
SCHOOL CORPORATION		STATE OF INDIANA
Westfield-Washington School Corp. 322 West Main Street Westfield, Indiana 46074 Nick Verhoff (317) 867-8013 verhoffn@wws.k12.in.us		Indiana Department of Transportation (INDOT) Tipton Sub-District 2152 West State Road 28, Tipton, Indiana 46072 Sandra Landrum (317) 402-1823 (cell) (765) 675-7402 x 6 slandrum@indot.in.gov
HAMILTON COUNTY		
Hamilton County Surveyor's Office(H) One Hamilton County Square, Suite 188 Noblesville, Indiana 46060 Greg Hoyes (317) 776-8495 greg.hoyes@hamiltoncounty.in.gov	Hamilton County Highway Department 1700 S. 10th Street Noblesville, Indiana 46060 Dave Lucas (317) 773-7770 david.lucas@hamiltoncounty.in.gov	Hamilton County Health Department 18030 Foundation Drive, Suite A Noblesville, Indiana 46060 Larry Beard (317) 776-8500 larry.beard@hamiltoncounty.in.gov
SERVICE PROVIDERS		
Citizens Westfield (for water & sanitary sewer) 2150 Dr. Martin Luther King Drive Indianapolis, Indiana 46202 Mitch House (317) 917-5294 mhouse@hntb.com	Citizens Gas of Westfield(C) 2150 Dr. Martin Luther King Drive Indianapolis, Indiana 46202 Richard Miller, Jr. Construction Field Coordinator (317) 927-4684 rmiller@citizensenergygroup.com	

(H) = agencies/departments that require hardcopies of plans; otherwise electronic copies of plans suffice.
 (C) = denotes agencies/departments that require CAD files of plans.

TECHNICAL ADVISORY COMMITTEE MEMBERS



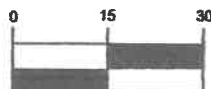
SERVICE PROVIDERS (CONT.)

Duke Energy (Noblesville Office)(C) 100 South Mill Creek Road Noblesville, Indiana 46062 Bill Oldham (317) 776-5331 / (317) 617-9099 (cell) william.oldham@duke-energy.com	Duke Energy (Carmel Office)(C) 16475 Southpark Drive Westfield, Indiana 46074 Trent Godsey (317) 896-6711 trent.godsey@duke-energy.com	Duke Energy: Asset Protection(C) WF500 / 2727 Central Avenue Columbus, Indiana 47201 Gary S. McNamee (812) 375-2021 gary.mcnamee@duke-energy.com
Panhandle Eastern Pipeline Company 9371 Zionsville Road Indianapolis, Indiana 46268 Troy Yackle (317) 733-3213 troy.yackle@energytransfer.com Mark Wood (317) 733-3232 mark.wood@energytransfer.com	Indiana Gas / Vectren(H)(C) P.O. Box 1700 Noblesville, Indiana 46061 Resa Glover / Chad Miller (317) 776-5550 tglover@vectren.com crmiller@vectren.com	Comcast Cable 5330 East 65th Street Indianapolis, Indiana 46220 Earl Small, Jr (317) 982-1161 Earl.Small@cable.comcast.com
Level 3 Communications 1902 South East Street Indianapolis, Indiana 46225 Dewayne Hamilton (317) 916-2708 dewayne.hamilton@level3.com	Bright House Networks 3030 Roosevelt Avenue Indianapolis, Indiana 46218 J.D. Trueblood (317) 713-3899 / (317) 716-0932 (cell) jd.trueblood@mybrighthouse.com	Buckeye Partners, L.P. 940 Buckeye Road Lima, Ohio 45804 Kyle Smith (419) 993-8008 cksmith@buckeye.com
Marathon Pipeline LLC 10722 East County Road 300 North Indianapolis, Indiana 46234 Austin Guyer (317) 291-9460 x1233 aguyer@marathonpetroleum.com	Frontier Communication 20905 Hague Road Noblesville, Indiana 46060 Steve Costlow (317) 984-9010 steve.costlow@ftr.com	AT&T 5858 North College Avenue Indianapolis, Indiana 46220 Steve Krebs (317) 252-4275 sk4986@att.com
Zayo Group 5200 East 64th Street Indianapolis, Indiana 46220 Dan Jones (317) 508-2807 Dan.jones@zayo.com lnky_relo@zayo.com	Indiana Fiber Network 5520 West 76th Street Indianapolis, Indiana 46268 Bruce Speck / Keith Hamm (317) 280-4636 / (317) 771-7223 (cell) bspeck@ifncom.net khamm@ifncom.net	MetroNet(C) 330 East Main Street Westfield, Indiana 46074 Chris Bluto (317) 465-1046 christopher.bluto@metronetinc.com
(H) = agencies/departments that require hardcopies of plans; otherwise electronic copies of plans suffice. (C) = denotes agencies/departments that require CAD files of plans.		Inside Connect Cable 750 Liberty Drive Westfield, Indiana 46074 Clay Manley (317) 569-2800 clay@insideconnect.net

Land Surveyors

494 Gradle Drive
Carmel, IN 46032

Phone: 317.844.3333
Fax: 317.844.3383
www.SEAGroupLLC.com



1 inch = 30 Feet

DRAWING SCALE: 1" = 30'

DRAWING DATE: 4/16/2015

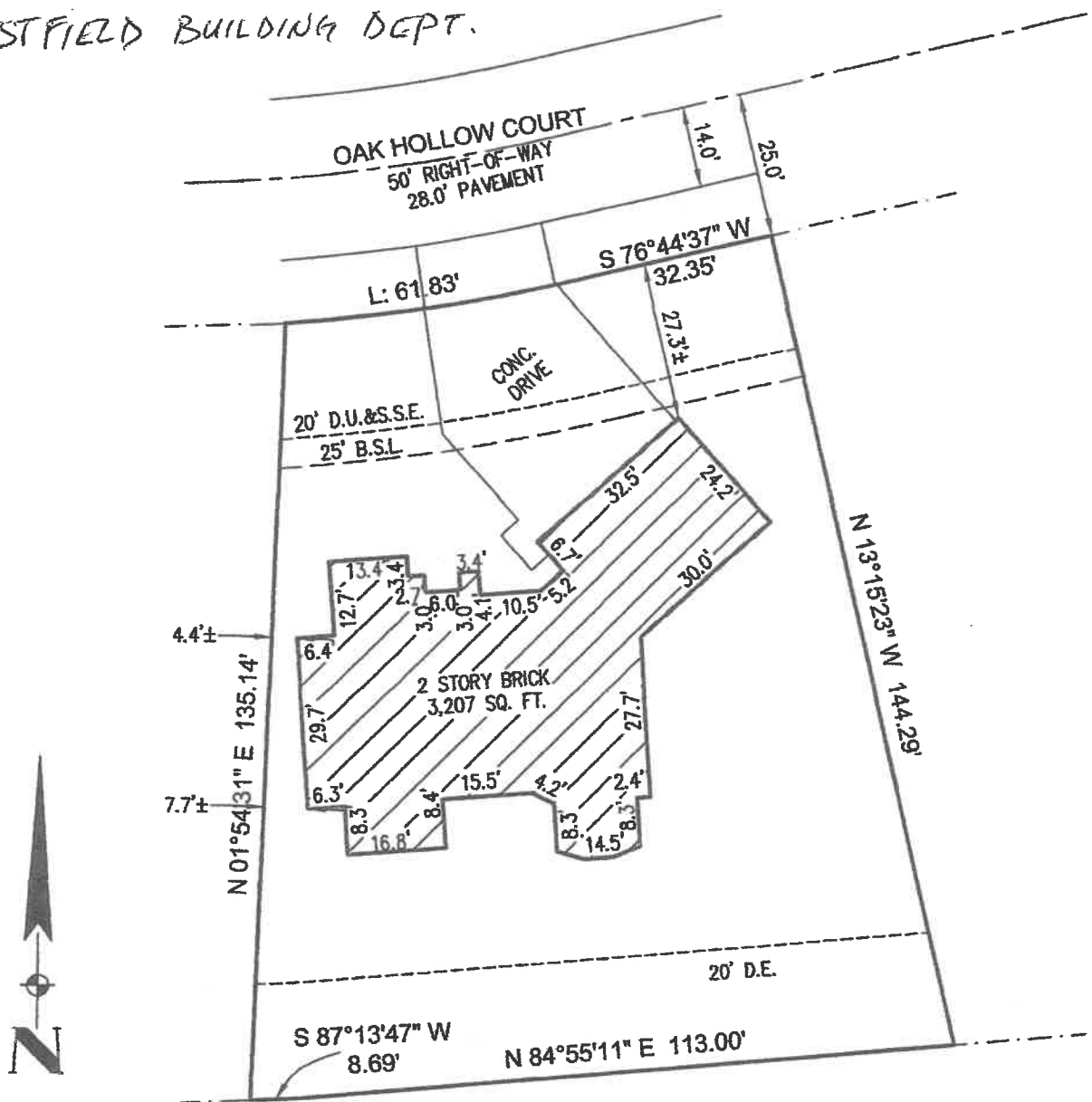
FIELD WORK DATE: 4/7/2015

DRAWING PREPARED FOR:

Title Links LLC
COMMITMENT # 15-0151

THIS REPORT IS DESIGNED FOR USE BY A TITLE INSURANCE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THE DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.

WESTFIELD BUILDING DEPT.



I HEREBY CERTIFY TO THE PARTIES NAMED ABOVE THAT THE REAL ESTATE DESCRIBED HEREIN WAS INSPECTED UNDER MY SUPERVISION ON THE DATE INDICATED AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT CONFORMS WITH THE REQUIREMENTS CONTAINED IN SECTIONS 27 THRU 29 OF TITLE 865 I.A.C., ARTICLE 1, RULE 12, FOR A SURVEYOR LOCATION REPORT. THE ACCURACY OF ANY FLOOD HAZARD STATEMENT SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION OF THE REFERENCED FLOOD INSURANCE RATE MAP.

Brian C. Rismiller

CERTIFIED: APRIL 16, 2015

BRIAN C. RISMILLER

15 202000083

PROPERTY DESCRIPTION:

Lot Numbered 4 of Waterford at the Bridgewater Club in Hamilton County, Indiana, as per plat thereof recorded in Plat Cabinet 5, Slide 150 and Instrument No. 2013066637, records of Hamilton County, Indiana.

PROPERTY ADDRESS: 3629 Oak Hollow Ct., Carmel, IN

OWNER: Scott Bates

BUYER: Adam Gonzalez

TITLE COMPANY: Title Links LLC

DRAWING LEGEND

R/W = RIGHT OF WAY (AS NOTED)

CENTERLINE AS NOTED

BUILDING SETBACK LINE

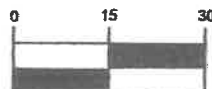
Land Surveyors

494 Gradle Drive
Carmel, IN 46032

Phone: 317.844.3333

Fax: 317.844.3383

www.SEAGroupLLC.com



1 inch = 30 Feet

DRAWING SCALE: 1" = 30'

DRAWING DATE: 4/16/2015

FIELD WORK DATE: 4/7/2015

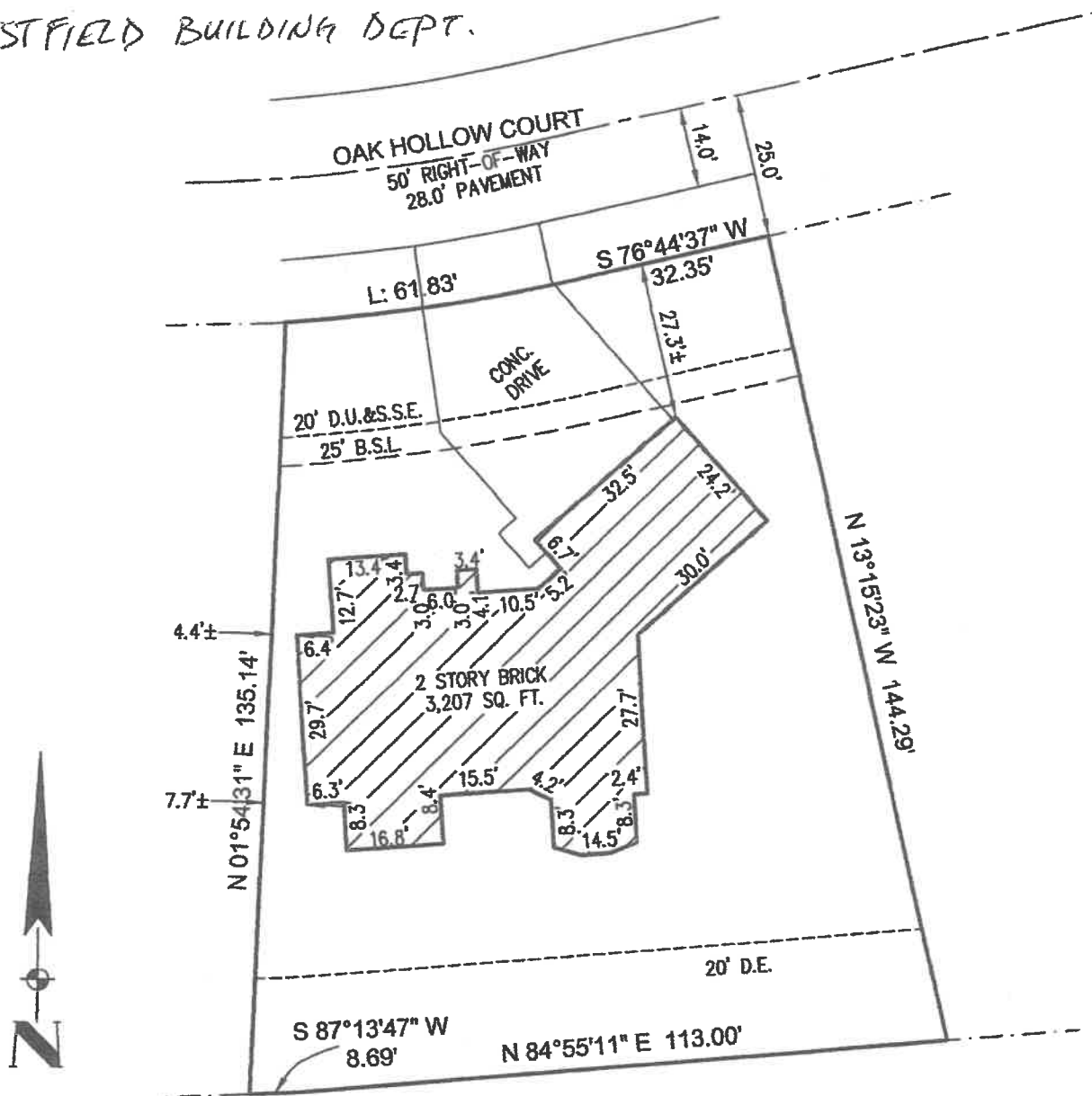
DRAWING PREPARED FOR:

Title Links LLC

COMMITMENT # 15-0151

THIS REPORT IS DESIGNED FOR USE BY A TITLE INSURANCE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THE DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES.

WESTFIELD BUILDING DEPT.



I HEREBY CERTIFY TO THE PARTIES NAMED ABOVE THAT THE REAL ESTATE DESCRIBED HEREIN WAS INSPECTED UNDER MY SUPERVISION ON THE DATE INDICATED AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT CONFORMS WITH THE REQUIREMENTS CONTAINED IN SECTIONS 27 THRU 29 OF TITLE 865 I.A.C., ARTICLE 1, RULE 12, FOR A SURVEYOR LOCATION REPORT. THE ACCURACY OF ANY FLOOD HAZARD STATEMENT SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION OF THE REFERENCED FLOOD INSURANCE RATE MAP.

CERTIFIED: APRIL 16, 2015

BRIAN C. RISMILLER

LS 202000021

PROPERTY DESCRIPTION:

Lot Numbered 4 of Waterford at the Bridgewater Club in Hamilton County, Indiana, as per plat thereof recorded in Plat Cabinet 5, Slide 150 and Instrument No. 2013066637, records of Hamilton County, Indiana.

PROPERTY ADDRESS: 3629 Oak Hollow Ct., Carmel, IN

OWNER:

Scott Bates

BUYER:

Adam Gonzalez

TITLE COMPANY:

Title Links LLC

DRAWING LEGEND

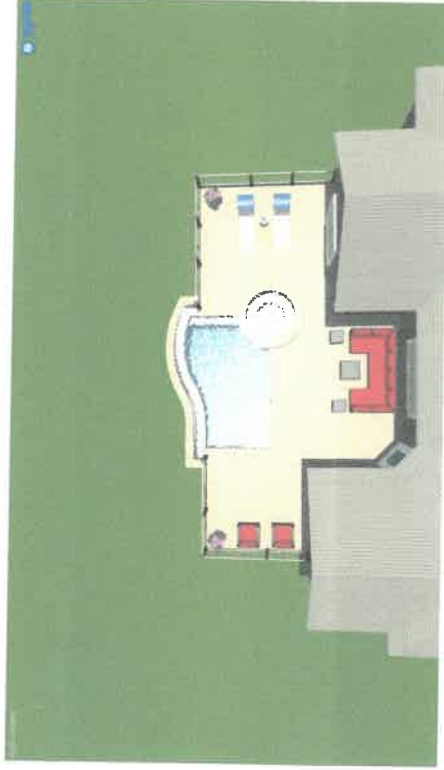
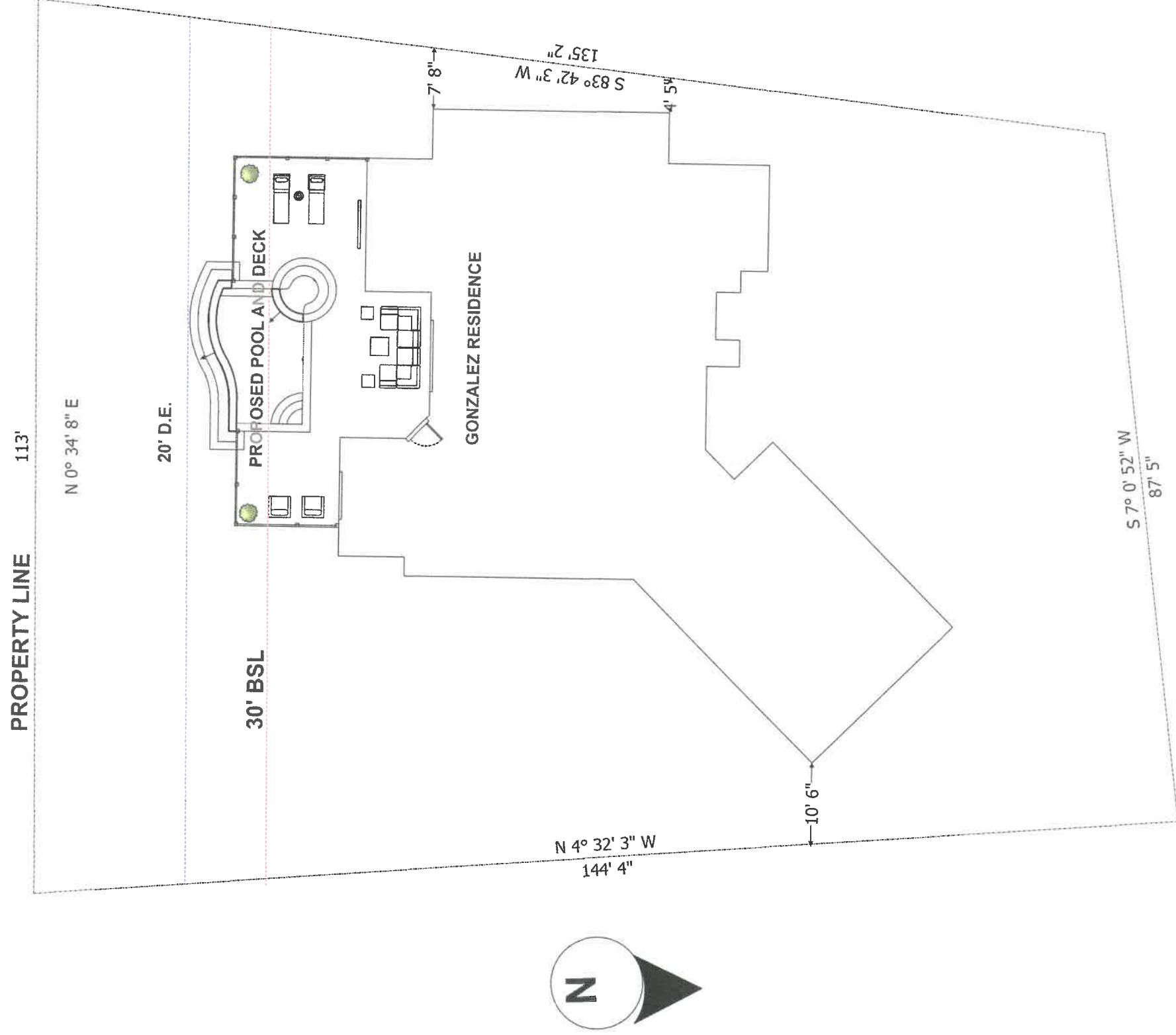
R/W = RIGHT OF WAY (AS NOTED)

CENTERLINE AS NOTED

BUILDING SETBACK LINE

(AS NOTED)

GONZALEZ POOL PROJECT



BLUE HAVEN POOLS & SPAS
since 1954
World's Largest!

CONTRACTOR:
BLUE HAVEN POOLS & SPAS
P.O. BOX 562
Lebanon, IN 46052

OWNER:
ADAM GONZALEZ
3629 Oak Hollow Court
Carmel, Indiana

AFFIDAVIT OF NOTICE OF PUBLIC HEARING

DOCKET #: 1704-VS-07PUBLIC HEARING DATE: 4/11/17APPLICANT'S NAME: Adam Gonzalez

REPRESENTATIVE'S NAME: _____ COMPANY: _____

PROJECT TO BE KNOWN AS: 3629 Oak Hollow Court

APPLICATION TYPE: ☐ CHANGE OF ZONING ☐ TEXT AMENDMENT ☐ COMMITMENTS ☐ PRIMARY PLAT
☐ DEVELOPMENT PLAN (SITE PLAN) ☒ BOARD OF ZONING APPEALS (VARIANCE, SPECIAL EXCEPTION)

PUBLIC NOTICE AFFIDAVIT

IN WITNESS WHEREOF, the undersigned, having duly sworn, upon oath does hereby certify that notice of public hearing to consider above petition was sent by certified, registered or first class mail to the last known address of each of the following persons, as attached hereto as Exhibit A, they being all persons to whom notice was required to be sent by the Plan Commission or Board of Zoning Appeals' Rules of Procedure (as applicable), and that said notices were postmarked on the 30th day of March, 2017, being at least ten (10) days prior the scheduled public hearing.

I (We) further certify that the notice required to be posted on the subject property described in the above petition was posted on the subject property in accordance with the Plan Commission's or Board of Zoning Appeals' Rules of Procedures (as applicable) on the 3 day of April, 2017, being at least ten (10) days prior the scheduled public hearing.

Applicant/Representative (signature)*

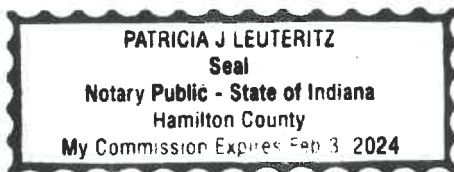
Applicant/Representative (printed)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 3rd day of April, 2017State of IN, County of Hamilton SS:

Notary Public Signature

Notary Public (printed)



WESTFIELD-WASHINGTON TOWNSHIP BOARD OF ZONING APPEALS PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT the Westfield-Washington Township Advisory Board of Zoning Appeals will hold a public hearing on Tuesday, April 11, 2017, at 7:00 p.m. at Westfield City Hall, 130 Penn Street, Westfield, Indiana, to consider petition 1704-VS-07 filed by Adam Gonzalez. The request pertains to real estate comprising of approximately 0.34+/- acres and generally located at 3629 Oak Hollow Court, Washington Township, Carmel, Indiana.

The request is for approval of Variance of Standard to allow for the installation of a pool on the Real Estate.

Specific details regarding this request, including the application, file and property legal description, may be obtained from the Westfield Economic and Community Development Department, or by calling 317.804.3170.

Written suggestions or objections relative to the request may be filed with the Westfield Economic and Community Development Department, at or before the public hearing. Interested persons desiring to present their views upon the request, either in writing or verbally, will be given the opportunity to be heard at the above mentioned me and place, which may be continued from time to time as may be found necessary.

APPLICANT:

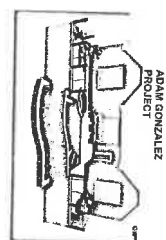
Adam Gonzalez
3629 Oak Hollow Court
Carmel Indiana 46033
Phone 317-509-2650
adam@gonzalezproducts.com

CITY OF WESTFIELD:
Economic and Community Development Dept.
2728 East 171st Street
Westfield, Indiana 46074
Telephone: 317.804.3170
www.westfield.in.gov

BLUE
HAYEN
POOLS

CONTRACTOR:
BLUE HAYEN POOLS & SPAS
P.O. BOX 525
Lafayette, IN 46033

OWNER:
ADAM GONZALEZ
3629 Oak Hollow Court
Carmel, Indiana



ADJOINER
(NOTIFICATION LIST)

NOTE: DUE TO VOLUME AND TURNAROUND, ORDERS TAKE 3-5 BUSINESS DAYS FOR PROCESSING. TRANSFER AND MAPPING WILL APPROPRIATELY NOTIFY THE CONTACT WHEN THEIR ORDER IS READY TO BE PICKED UP.

DATE TAKEN:

03/21/17

TIME TAKEN:

3:38 pm

NAME OF PROPERTY OWNER:

Adam Gonzalez

NAME OF PETITIONER:

"

"

LEGAL DESCRIPTION OR PARCEL NUMBER OF PROPERTY:

08-10-17-00-23-004-000

ZONING AUTHORITY APPLYING TO

- ☐ ARCADIA
- ☐ ATLANTA
- ☐ CARMEL BZA
- ☐ CARMEL PLANNING
- ☐ CICERO
- ☐ FISHERS & FALL BZA

- ☐ FISHERS PLAN COMMISSION
- ☐ HAMILTON COUNTY PLANNING
- ☐ NOBLESVILLE HOME OCCUPATION
- ☐ NOBLESVILLE PUBLIC HEARING
- ☐ SHERIDAN
- ☒ WESTFIELD

SIGNATURE OF APPLICANT:

phone

DATE:

03/21/17

PERSON TO CONTACT:

Adam Gonzalez

PHONE NUMBER:

(317) 509-2650

*** Needs as quickly as possible ***

FOR OFFICE USE ONLY

EMPLOYEE INITIALS:

SBM

PAYMENT RECEIVED:

✓

RECEIPT NUMBER:

13885

E-MAIL WHEN COMPLETED:

Adam@gonzalezproducts.com

HAMILTON COUNTY TRANSFER AND MAPPING

33 N. NINTH ST. • NOBLESVILLE, IN 46060

plats@hamiltoncounty.in.gov

P: 317.776.9624

F: 317.776.9682

HAMILTON COUNTY AUDITOR

I, ROBIN M. MILLS, AUDITOR OF HAMILTON COUNTY, INDIANA, CERTIFY MY OFFICE HAS SEARCHED OUR RECORDS AND BASED ON THAT SEARCH, IT APPEARS THAT THE PROPERTY OWNERS MARKED AS NEIGHBORS ARE THE PROPERTY OWNERS THAT ARE TWO PROPERTIES OR 660' FEET FROM THE REAL ESTATE MARKED AS SUBJECT PROPERTY.

THIS DOCUMENT DOES NOT CERTIFY THAT THE ATTACHED LIST OF PROPERTY OWNERS IS ACCURATE OR INCLUDES ALL PROPERTY OWNERS ENTITLED TO NOTICE PURSUANT TO LOCAL ORDINANCE. ANY PERSON SEEKING A MORE ACCURATE SEARCH OF THE REAL ESTATE RECORDS OF THE COUNTY SHOULD SEEK THE OPINION OF A TITLE INSURANCE COMPANY.

ROBIN M. MILLS, HAMILTON COUNTY AUDITOR

DATED Michael R. Crussel 03/23/2017

SUBJECT PROPERTY:

08-10-17-00-23-004.000

Subject

Gonzalez, Adam

3629 Oak Hollow Ct

Carmel

IN

46033

Pursuant to the provisions of Indiana Code 5-14-3-3-(e), no person other than those authorized by the County may reproduce, grant access, deliver, or sell any information obtained from any department or office of the County to any other person, partnership, or corporation. In addition any person who receives information from the County shall not be permitted to use any mailing list, addresses, or databases for the purpose of selling, advertising, or soliciting the purchase of merchandise, goods, services, or to sell, loan, give away, or otherwise deliver the information obtained by the request to any other person.

✓ 3619 Oak Hollow Ct

Carmel

IN

46033

08-10-17-00-23-006.000

Neighbor

Clare, Raymond J III aka Raymond J Clare Trustee of Raymond J Clare Rev Trust

✓ 3609 Oak Hollow Ct

Carmel

IN

46033

08-10-17-00-23-007.000

Neighbor

✓ Wolfe, James T & Stacy A

3610 Birkdale Dr

Carmel

IN

46033

08-10-17-00-23-008.000

Neighbor

Hamdorf, Barry

✓ 15663 Hawks Way

Carmel

IN

46033

08-10-17-00-23-009.000

Neighbor

✓ Derado, Matthew J & Jennifer A h&w

3650 Birkdale Dr

Carmel

IN

46033

08-10-17-00-23-010.000

Neighbor

✓ Adams, Richard Thomas & Donna Marie h&w

3670 Birkdale Dr

Carmel

IN

46033

08-10-17-00-23-011.000

Neighbor

✓ Barber, Jack R & Christin

3690 Birkdale Dr

Carmel

IN

46033

08-10-17-00-23-012.000

Neighbor

✓ Michalec, Ralph & Jeanine

3710 Birkdale Dr

Carmel

IN

46033

08-10-17-00-23-013.000

Neighbor

✓ Back, Chad W & Michele L

3730 Birkdale Dr

Carmel IN 46033

08-10-17-00-23-014.000 Neighbor

Schacht, Aaron L & Pamela S h&w
3231 Willow Bend Trail

Zionsville IN 46077

08-10-17-00-23-015.000 Neighbor

Douglass, Jeannette L Trustee Jeannette L Douglass Trust
19348 Flippins Rd

Westfield IN 46074

08-10-17-00-23-016.000 Neighbor

Clark, Barry E & Norine G h&w te
3790 Birkdale Dr

Carmel IN 46033

08-10-17-00-23-017.000 Neighbor

Dudash, Stephen & Michelle h&w
3810 Birkdale Dr

Carmel IN 46033

08-10-17-00-23-018.000 Neighbor

Vevang, Mark & Kim h&w
3830 Birkdale Dr

Carmel IN 46033

08-10-17-00-23-019.000 Neighbor

Miller, Chad Nathan & Kimberly Lynn
3850 Birkdale Dr

Carmel IN 46033

08-10-17-00-23-020.000 Neighbor

Watson, John T & Kelly M Railing jtrs
3870 Birkdale Dr

Carmel IN 46033

08-10-17-00-23-021.000 Neighbor

Duncan, Scott A & Jennifer E Fero h&w
3890 Birkdale Dr

HAMILTON COUNTY NOTIFICATION LIST

PLEASE NOTIFY THE FOLLOWING PERSONS

08-10-17-00-10-050.000 Neighbor

✓ Byerly, John Andrew & Jaime Sias Byerly h&w

15110 Honors Cir

Carmel IN 46033

08-10-17-00-10-051.000 Neighbor

✓ LaBlonde, Christine M

15120 Honors Cir

Carmel IN 46032

08-10-17-00-10-056.000 Neighbor

✓ Bridgewater Club Master Association Inc

3535 161st St E

Carmel IN 46033

08-10-17-00-16-029.000 Neighbor

✓ Wintergreen Homeowners Association Inc

3535 161st St E

Carmel IN 46033

08-10-17-00-23-001.000 Neighbor

✓ Buyer, Ryan M & Ashlyn Buyer h&w

15533 Hidden Oaks Ln

Carmel IN 46033

08-10-17-00-23-002.000 Neighbor

✓ Sulkowski, James L & Maureen A Jt

3711 Oak Hollow Ct

Carmel IN 46033

08-10-17-00-23-003.000 Neighbor

✓ LaGrotte, Michelle

3639 Oak Hollow Ct

Carmel IN 46033

08-10-17-00-23-005.000 Neighbor

Blount, Barry D & Doris A h&w

Carmel	IN	46033
--------	----	-------

08-10-17-00-23-022.000

Neighbor

WedgeWood Capital Partners LLC

32 1st St NE

Carmel	IN	46032
--------	----	-------

08-10-17-00-23-071.000

Neighbor

Throgmartin Henke Development LLP

3535 161st St E

Carmel	IN	46033
--------	----	-------

08-10-17-00-23-072.000

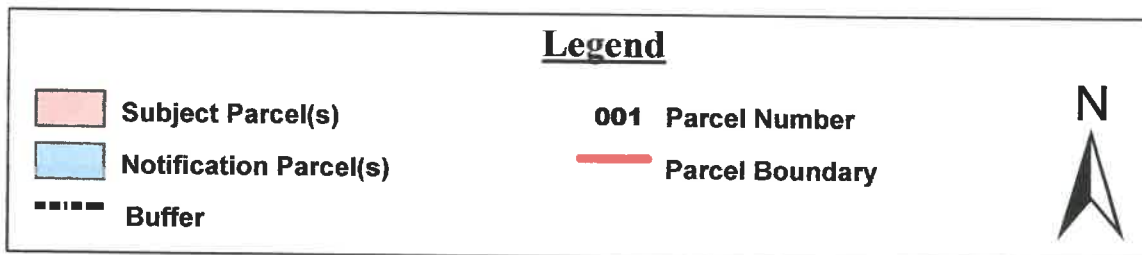
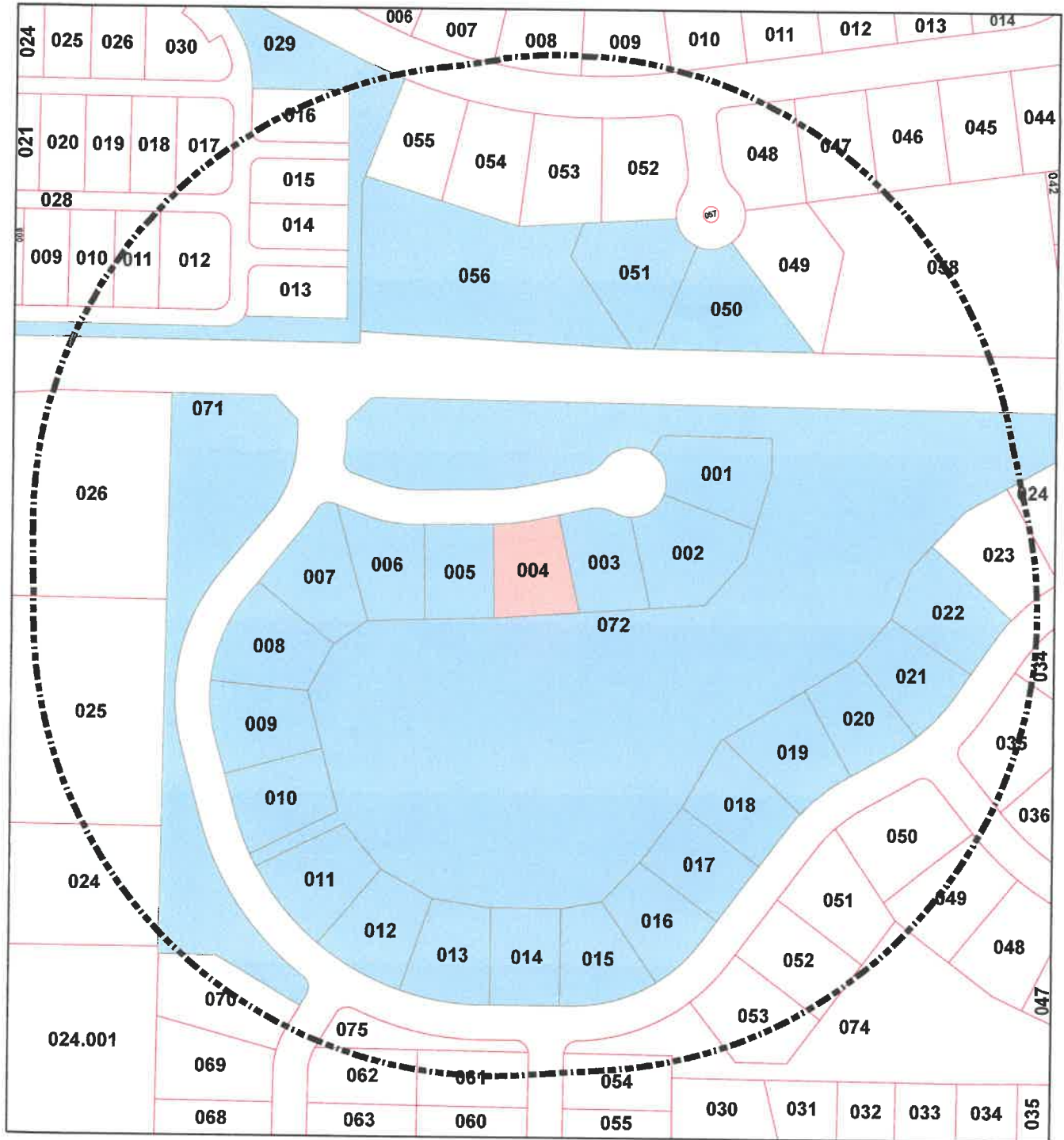
Neighbor

Throgmartin Henke Development LLP

3535 161st St E

Carmel	IN	46033
--------	----	-------

Adjoiner Notification Map

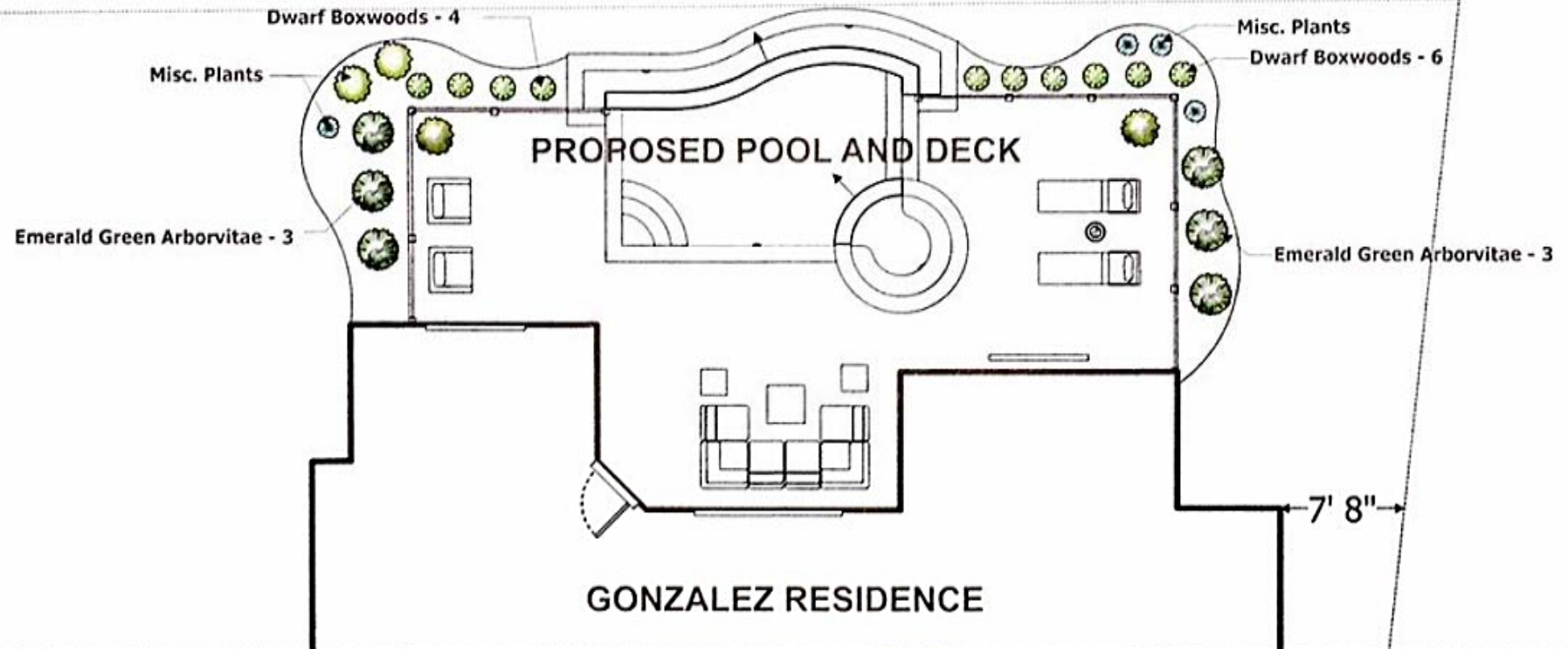


PROPERTY LINE

113'

N 0° 34' 8" E

20' D.E.



CONTRACTOR:
BLUE HAVEN POOLS & SPAS
P.O. BOX 562
Lebanon, IN 46052

OWNER:
ADAM GONZALEZ
3629 Oak Hollow Court
Carmel, Indiana

Issuing Agent: Title Links, LLC; 4630 Lisborn Dr.; Carmel, IN 46033

bmoos@titlelinkslle.com

Prepared For: Scott Bates
Attention:

ALTA Commitment 2008 Schedule A

Address of Property (for identification purposes only):

Street: 3629 Oak Hollow Ct.
City, State: Carmel, IN 46033

date recording
SCHEDULE A

Agents File No.: 15-0151

Commitment No.: 15-0151

Commitment Date: 3/30/2015 at 8:00 am

1. Policy or Policies to be issued:

(a) ALTA Owner's Policy - 2008

Proposed Insured: Adam Gonzalez

Amount of Insurance
\$752,000.00 ✓

(b) ALTA Loan Policy - 2006

Proposed Insured: Financial Center First Credit Union, it's successors and/or assigns as their interest may appear.

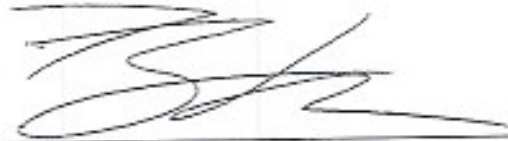
\$526,400.00 ✓

2. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

Throgmartin-Henke Development, LLP, an Indiana limited liability partnership

3. The land referred to in the Commitment is located in the County of **Hamilton**, State of **IN**, and is described in Schedule C.

By:



Authorized Officer or Agent

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED'S ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

END OF SCHEDULE A

First American Title Insurance Company

This Commitment consists of 7 page(s)

SCHEDULE B - Section I

Requirements

Commitment No.: 15-0151

File No.: 15-0151

The following requirements must be met:

- A. Instrument(s) creating the estate or interest to be insured must be approved, properly executed, and properly filed for record.
- B. Pay us the premiums, fees and charges for the policy.
- C. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured, and for any estate or interest necessary to create the estate to be insured described in this commitment.
- D. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- E. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- F. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
- G. You must file a Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
- H. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
- I. This Commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy Amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
- J. **Note:** Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000.00 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000.00 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted provided the amount does not exceed \$500.00.
- K. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "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 (name of affirming signatory)." *See Indiana Code 36-2-11-15.*
- L. A fee of \$5.00 must be collected and made payable to First American Title Insurance Company for each policy issued, pursuant to Indiana Code 27-7-3.6-7(a) to fund the Title Insurance Enforcement Fund.
- M. **NOTE:** For transaction closings conducted by the authorized agent named hereing, the title insurer issuing this commitment hereby insures against defects in the title which are recorded during the period of time between the effective date of the commitment and the date of the recording of the documents creating the estate of interest being insured, except as to matters of which the insured has knowledge, and any provisions in this binder which is in conflict herewith is hereby deemed deleted.
- N. **NOTE:** Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent

First American Title Insurance Company

This Commitment consists of 7 page(s)

acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory. First American Title Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter.

- O. NOTE: The policy to be issued may contain an arbitration clause. When the amount of insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued the commitment or report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.
- P. Company requires a properly executed and recorded Warranty Deed from Throgmartin-Henke Development, LLP, an Indiana limited liability partnership to **Adam Gonzalez**.
- Q. Company requires a properly executed Owner's Affidavit by **Throgmartin-Henke Development, LLP, an Indiana limited liability partnership**. NOTE: Additional requirements may be made or exceptions taken for matters disclosed therein.
- R. Company requires a properly executed and recorded Mortgage from Adam Gonzalez to Financial Center First Credit Union in the amount of \$526,400.00
- S. Company requires a properly executed Mortgagor's Affidavit by **Adam Gonzalez**. NOTE: Additional requirements may be made or exceptions taken for matters disclosed therein.
- T. NOTE: If there is any information you become aware of that is not disclosed on this commitment (i.e. Bankruptcy, Judgment Liens, Mortgages, Federal Tax Liens, State Tax Warrants, Unrecorded Land Contracts, Use of Power of Attorney, Death affecting record title ownership, etc.) you must notify us immediately. We reserve the right to make additional requirements and/or exceptions based upon the new information obtained.
- U. We reserve the right to add additional exceptions and/or requirements upon receipt of a survey.
- V. NOTE: Title agent certifies that a judgment search was run on **Throgmartin-Henke Development, LLP, an Indiana limited liability partnership**, individually and NONE were found.

End of Schedule B - Section I

First American Title Insurance Company

This Commitment consists of 7 page(s)

SCHEDULE B - Section II**Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company. The policy will not insure against damage or loss by reason of the following:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest mortgage thereon covered by this Commitment.
2. Rights of claims of parties in possession not shown by the public record.
3. Easements, or claims of easements, not shown by the public record.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. All assessments and taxes for the year 2015 and all subsequent years are a lien but are not yet due and payable.
7. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
8. Real estate taxes assessed for the year 2014 and payable 2015 are a lien and are due in two installments payable May 10 and November 10, 2015; Assessed in the name of Throgmartin-Henke Development, LLP, an Indiana limited liability partnership; Parcel No: 08-10-17-00-23-004.000, 29-10-17-023-004.000-015; Assessed Values: Land \$137,800, Improvements \$143,200, Exemptions \$-0-; May Installment, ~~\$3133.15 UNPAID~~, November Installment ~~\$3133.15 UNPAID~~.
 NOTE: Improvements constructed as of March 1, 2015 are subject to assessment which may increase tax amounts due in subsequent years.
10. Cool Creek drainage assessment in the amount of ~~\$25.00~~ per year, First Installment ~~\$12.50 UNPAID~~, Second Installment ~~\$12.50 UNPAID~~, assessed in the name of Throgmartin-Henke Development, LLP, an Indiana limited liability partnership, as set forth under Parcel Number 08-10-17-00-23-004.000, 29-10-17-023-004.000-015.
11. Terms, conditions and provisions of covenants, conditions and restrictions and other matters (provisions, if any, based on race, color, religion, or national origin are omitted) recorded as instrument number 2003005871, 2004013010, 2005027965, 2006072282, 2007030630, 2012053183 and 2013051232 together with any amendments, corrections, supplements or cross-references thereto.
12. Building lines, easements and other matters contained and disclosed in the plat recorded as 2013066637 together with any corrections, supplements, cross-references and amendments thereto.
13. NOTE: Chain of Title Information

Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

Throgmartin-Henke Development, LLP, an Indiana limited liability partnership

The last document(s) as disclosed by the Public Land Records in the office of the Recorder of Hamilton County, State of IN purporting to convey the fee title to said land for the past 24 months is:

Last Grantee(s): Throgmartin-Henke Development, LLP, an Indiana limited liability partnership

Pursuant to a the plat by Throgmartin-Henke Development, LLP, an Indiana limited liability partnership recorded on 10/30/2013, as set forth in Document No. 201306637.

14. **NOTE:** If an ALTA 2008 Homeowner's Policy is issued, the policy will contain the schedule as follows for deductible amounts and maximum dollar limits of liability for covered risks 16, 18, 19, and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Or \$2,500.00 (whichever is less)	\$5,000.00

End of Schedule B – Section II

SCHEDULE C

File No.: 15-0151

Commitment No.: 15-0151

Legal Description:

LOT NUMBER 4 IN THE WATERFORD AT THE BRIDGEWATER CLUB, AS PER PLAT THEREOF RECORDED OCTOBER 30, 2013 AS INSTRUMENT NUMBER 2013066637 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

End of Schedule C

First American Title Insurance Company

This Commitment consists of 7 page(s)

**First American Title Insurance Company
and
Title Links, LLC.**

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First American Title Insurance Company and Title Links, LLC

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Order No. 15-0151

LIMITED WARRANTY DEED

Parcel Number(s): **08-10-17-00-23-004.000, 29-10-17-023-004.000-015**

THIS INDENTURE WITNESSETH, That **Throgmartin-Henke Development, LLP, an Indiana limited liability partnership**, ("Grantor") CONVEYS AND WARRANTS to **Christopher Scott, Inc.**, ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 4 IN THE WATERFORD AT THE BRIDGEWATER CLUB, AS PER PLAT THEREOF RECORDED OCTOBER 30, 2013 AS INSTRUMENT NUMBER 2013066637 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Grantor, as its sole warranty herein, warrants to Grantee, and the successors and assigns of Grantee, that it will forever defend title to the Real Estate (subject to the matters set forth above to which this conveyance is made subject) against those claims, and only those claims, of all persons who shall claim title to, or assert claims affecting the title to, the Real Estate, or any part thereof, under, by, or through, or based upon the acts of, Grantor, but not otherwise.

Subject to any and all easements, agreements, restrictions and other matters of record; subject to the lien for real property taxes not delinquent; and subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the real estate.

The address of such real estate is commonly known as **3629 Oak Hollow Ct., Carmel, IN 46033**.

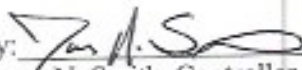
The undersigned person executing this deed on behalf of Grantor represents and certifies that he is duly authorized by Grantor and has been fully empowered, by Grantor, to execute and deliver this deed; that Grantor has full partnership capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed and delivered this **22nd** day of **April 2015**.

THROGMARTIN-HENKE DEVELOPMENT, LLP

By: Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC, the two Partners of Throgmartin-Henke Development, LLP

By: Throgmartin-Henke Land Partners, LLC, As Sole Member of Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC

By: 
James N. Smith, Controller

(notary follows)

ACKNOWLEDGMENT

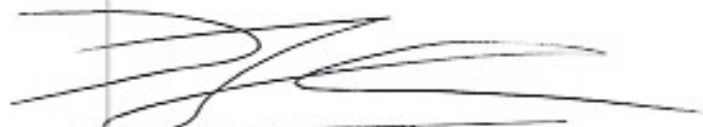
STATE OF INDIANA }
 }SS:
COUNTY OF HAMILTON }

Before me a Notary Public in and for said County and State, personally appeared James N. Smith, Controller of Throgmartin-Henke Land Partners, LLC, the sole member of Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC, the two partners of Throgmartin-Henke Development, LLP and acknowledged the execution of the foregoing Limited Warranty Deed for an on behalf of said entity.

WITNESS my hand and Notarial Seal this **22nd** day of **April 2015**.



BRADLEY M. MOSS
Resident of Hamilton County
My Commission Expires
March 22, 2016



Brad Moss - Notary Public

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. (Edward Anania)

THIS INSTRUMENT WAS PREPARED BY: Edward Anania (21479-76).

Send tax bills to: 3629 Oak Hollow Ct., Carmel, IN 46033

After recording, return to: Title Links, LLC; 4630 Lisborn Drive; Carmel, IN 46033

VENDOR'S AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Throgmartin-Henke Development, LLP, an Indiana limited liability partnership, ("Vendor"), being first duly sworn, states that Vendor is this day conveying to Adam Gonzalez (hereinafter "Purchaser"), by Limited Warranty Deed,

LOT NUMBER 4 IN THE WATERFORD AT THE BRIDGEWATER CLUB, AS PER PLAT THEREOF RECORDED OCTOBER 30, 2013 AS INSTRUMENT NUMBER 2013066637 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

In connection with the sale of Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate under commitment date of 3/30/2015 (the "Effective Date"), issued by Title Links, LLC as agent for First American Title Insurance Company and/or First American Title Insurance Company as File Number 15-0151 (the "Commitment").

Vendor has an indefeasible estate in fee simple in the Real Estate and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance except the following:

1. Easements, agreements and restrictions of record.
2. Current taxes not delinquent.
3. Whatever matters affecting the Real Estate, if any, are disclosed in the above deed.

Other than as disclosed in the Commitment, (i) Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security, agreement, financing statement or other monetary lien enforceable against the Real Estate, (ii) Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser and (iii) Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed.

Since the Effective Date, Vendor has not executed, or permitted anyone in Vendor's behalf any easements, agreements or restriction binding upon the Real Estate and, to Vendor's knowledge, there are no easements, agreements or restrictions affecting the Real Estate other than what are disclosed in the Commitment.

Vendor has not received any written notice from any governmental authority relating to any material violation or alleged material violation of any governmental codes, ordinances, laws,

rules or regulations affecting the Real estate, which Vendor has not previously cured, nor to the Vendor's knowledge are there any pending or threatened governmental investigations or material actions which may adversely impact the Real estate.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Vendor, as titleholder and no other person has a right to possession or claims possession of all or any part of the Real Estate. Vendor will deliver possession of Real Estate to Purchaser on the date hereof free and clear of any right or claim of any person to the possession of the Real Estate.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and

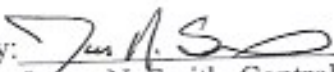
Vendor is a limited liability partnership duly organized and in good standing under the laws of Indiana, and the persons executing this affidavit and the deed on behalf of Vendor are duly authorized and have been fully empowered to execute and deliver this affidavit and the deed; and Vendor has full capacity to convey the real estate described herein and all necessary action for the making of such conveyance has been taken and done.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser to rely on such representations.

THROGMARTIN-HENKE DEVELOPMENT, LLP

By: Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC, the two Partners of Throgmartin-Henke Development, LLP

By: Throgmartin-Henke Land Partners, LLC as Sole Member of Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC

By: 
James N. Smith, Controller

(notary page follows)

ACKNOWLEDGMENT

STATE OF INDIANA }
 } SS:
COUNTY OF HAMILTON }

Before me a Notary Public in and for said County and State, personally appeared James N. Smith, Controller of Throgmartin-Henke Land Partners, LLC, the sole member of Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC, the two partners of Throgmartin-Henke Development, LLP and acknowledged the execution of the foregoing Vendor's Affidavit for an on behalf of said entity and under the penalties of perjury states that all representations made therein are true.

Witness my hand and Notarial Seal this ^{22nd}~~3rd~~ day of April 2015.



BRADLEY M. MOSS
Resident of Hamilton County
My Commission Expires
March 22, 2016


Brad Moss - Notary Public

Order No. 15-0151

CORPORATE WARRANTY DEED

Parcel Number(s): 08-10-17-00-23-004.000, 29-10-17-023-004.000-015

THIS INDENTURE WITNESSETH, That **Christopher Scott, Inc.** ("Grantor") CONVEYS AND WARRANTS to Adam Gonzalez ("Grantee") of Hamilton County, in the State of Indiana, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate located in Hamilton County, State of Indiana:

LOT NUMBER 4 IN THE WATERFORD AT THE BRIDGEWATER CLUB, AS PER PLAT THEREOF RECORDED OCTOBER 30, 2013 AS INSTRUMENT NUMBER 2013066637 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Subject to any and all easements, agreements, restrictions and other matters of record; subject to the lien for real property taxes not delinquent; and subject to rights of way for roads and such matters as would be disclosed by an accurate survey and inspection of the real estate.

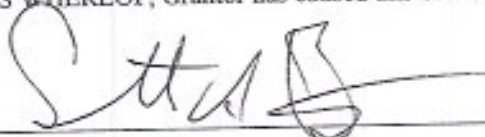
The address of such real estate is commonly known as 3629 Oak Hollow Ct., Carmel, IN 46033. Tax bills should be sent to Grantee at such address unless otherwise indicated below.

GRANTOR REPRESENTS AND WARRANTS THAT THIS CONVEYANCE "IS" or "IS NOT" SUBJECT TO THE INDIANA GROSS INCOME TAX.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he/she is a duly elected officer of Grantor and has been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed and delivered this 23rd day of April, 2015.

GRANTOR:

By: 

Printed Name: Scott A. Bates

Title: Vice President

STATE OF INDIANA

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ACKNOWLEDGMENT

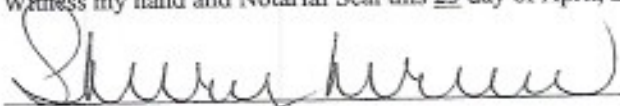
COUNTY OF Hamilton

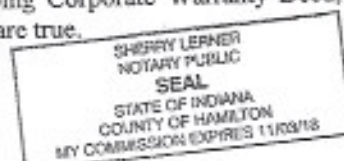
} SS:

}

Before me, a Notary Public in and for said County and State, personally appeared Scott A. Bates, Vice President of Christopher Scott, Inc., who acknowledged the execution of the foregoing Corporate Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 23 day of April, 2015.


Notary Public



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.

(Edward Anania)

THIS INSTRUMENT WAS PREPARED BY: Edward Anania (21479-76).

Send tax bills to: 3629 Oak Hollow Ct., Carmel, IN 46033

After recording, return to: Title Links, LLC 4630 Lisborn Drive , Carmel, IN 46033

VENDOR'S AFFIDAVIT

Scott A. Bates, being first duly sworn state that he/she is the Vice President of Christopher Scott, Inc., (hereinafter referred to as "Vendor") and that Vendor is this day conveying to Adam Gonzalez (hereinafter referred to, jointly and severally, as "Purchaser"), by Corporate Warranty Deed, the following described real estate located in County, Indiana:

LOT NUMBER 4 IN THE WATERFORD AT THE BRIDGEWATER CLUB, AS PER PLAT THEREOF RECORDED OCTOBER 30, 2013 AS INSTRUMENT NUMBER 2013066637 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

and commonly known as 3629 Oak Hollow Ct., Carmel, IN 46033 (hereinafter referred to as "Real Estate").

The undersigned hereby represents that the Real Estate is not "property" as defined in Indiana Code 13-11-2-174, and is not, and has not been used, as a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste materials, and that no disclosure statement under Indiana Code 13-25-3-1 et seq. (Indiana Responsible Property Transfer Law), is required for this transaction.

Vendor has an indefeasible estate in fee simple in the Real Estate; and the Real Estate is free and clear of every kind or description of lien, lease, or encumbrance except the following:

1. Easements, agreements and restrictions of record disclosed in the Commitment.
2. Current taxes not delinquent.
3. Whatever matters affecting the Real Estate, if any, as disclosed in the above referenced Warranty Deed.

Vendor has not executed, or permitted anyone in Vendor's behalf to execute any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed. The improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon. There are no existing violations of zoning ordinances, building permit laws, or covenants applicable to the Real Estate.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

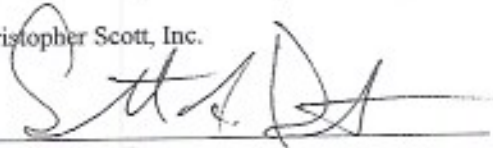
The Real Estate is now in possession of Vendor as owner and no other person has a right to possession or claims possession of all or any part of the Real Estate. Vendor will deliver possession of the Real Estate to Purchaser on or before, free and clear of any right or claim of any person to the possession of the Real Estate.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof.

Vendor is a corporation duly organized and in good standing under the laws of Indiana, and the person executing this affidavit and the deed on behalf of Vendor is a duly authorized officer of Vendor and has been fully empowered by proper resolution of Vendor to execute and deliver this affidavit and the deed; and Vendor has full capacity to convey the Real Estate described herein and all necessary action for the making of such conveyance has been taken and done.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and Title Links, LLC and all other persons to rely on such representations.

Vendor: Christopher Scott, Inc.

By: 

Printed Name: Scott A. Bates

Title: Vice President

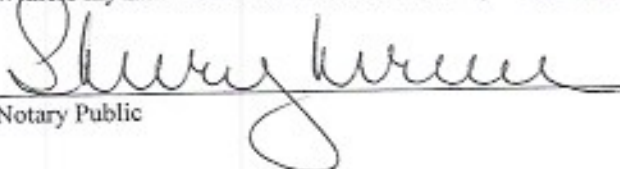
STATE OF INDIANA
COUNTY OF Hamilton

}
}SS:
}

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared Scott A. Bates, Vice President, on behalf of Christopher Scott, Inc., who acknowledged the execution of the foregoing Vendor's Affidavit, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 23 day of April, 2015.


Notary Public

Printed Name

Resident of Hamilton County

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY: _____.

SHERRY LERNER
NOTARY PUBLIC
SEAL
STATE OF INDIANA
COUNTY OF HAMILTON
MY COMMISSION EXPIRES 11/03/18

The Westfield-Washington Township Board of Zoning Appeals met at 7:00 p.m. on Tuesday, March 14, 2017, at Westfield City Hall. Members present included Jeannine Fortier, Ken Kingshill, Dave Schmitz, and Robert Smith. Martin Raines arrived at 7:03 p.m. Also present were Pam Howard, Associate Planner; Daine Crabtree, Associate Planner; and Brian Zaiger, City Attorney.

ROLE CALL

Noted presence of a quorum.

APPROVAL OF MINUTES

Schmitz moved to approve the February 15, 2017, meeting minutes as presented.

Kingshill seconded, and the motion passed 5-0.

REVIEW OF RULES AND PROCEDURES

Howard reviewed BZA rules and procedures.

ITEMS OF BUSINESS

1703-VS-06

[PUBLIC HEARING]

16750 Glen Way

Christopher and Courtney Dipiro by Pools of Fun

The Petitioner is requesting a Variance of Standard to reduce the Minimum Side and Rear Yard Building Setback Lines in the SF2: Single-Family Low Density District (Article 4.5(E)(2)(a) and Article 4.5(E)(3)(a)).

Crabtree presented an overview of the requested Variances of Standard, as summarized in the Department report and overviewed the petitioner's request to modify the minimum rear yard setback from 30 feet to 20 feet and the side yard setback from 12 feet to 11 feet. Westfield Public Works reviewed the request and has no issues with the modifications.

Public Hearing opened at 7:03 p.m.

No public comments.

Public Hearing closed at 7:04 p.m.

Smith asked the Board the finding questions.

Kingshill asked the petitioner if there was another layout that would avoid the need of a variance.

Tyler Herman with Pools of Fun, on behalf of the petitioners, responded that the variance was

needed in order to leave open space in the yard allowing room for the petitioner's children to play. The petitioner informed neighbors of this request and received no opposition.

Schmitz motioned to approve the Variance of Standard to reduce the Minimum Side and Rear Yard Building Setback Lines in the SF2: Single-Family Low Density District.

Fortier seconded and the Motion passed 5-0.

Schmitz moved to adopt the Department's recommended findings of fact for approval.

Kingshill seconded and the Motion passed 5-0.

REPORTS/COMMENTS

Plan Commission Liaison report by Schmitz.

Economic and Community Development Department, no report

Schmitz motioned to adjourn the meeting.

Kingshill seconded, and the motion passed.

The meeting adjourned at 7:11 p.m.

Chairperson
Robert Smith, Esq.

Secretary
Matthew S. Skelton, Esq., AICP
Director