

2009-000360

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ORDINANCE 36-2009
"EXHIBIT B"

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
01/07/2009 02:09PM
LINDA D. TRINKLER
RECORDER

REC FEE: \$20.00
PAGES: 5

**AGREEMENT FOR
WRITTEN COMMITMENTS**

This Agreement for Written Commitments made this 16th day of October, 2008 by G & L Partnership, L.P., its successors and assigns (hereinafter referred to as "Owner") for the creation of certain written commitments made to induce the Common Council of the City of Valparaiso (hereinafter referred to as "City") to adopt an ordinance changing the zoning classification of certain real estate located now or to be annexed into the City of Valparaiso, Porter County, Indiana.

WITNESSETH

WHEREAS, Owner is or is about to become the fee simple title owner of the following described real property located in the Porter County, Indiana:

See attached Exhibit "A"

(hereinafter referred to as the "Real Estate").

WHEREAS, the Real Estate is currently zoned RR, Rural Residential District in unincorporated Porter County, Indiana; and

WHEREAS, on or about May 8, 2008, Owner filed an application requesting annexation of the Real Estate into the corporate boundaries of the City of Valparaiso; and

WHEREAS, Owner requests the zoning of the Real Estate be designated Medical, Office & Technology District on the official zoning map for the City of Valparaiso; and

WHEREAS, Owner shall and does hereby agree to these certain commitments being placed upon and binding upon the Real Estate; and

WHEREAS, City after paying reasonable regard to the Comprehensive Plan, current conditions and character of current structures and uses in the district, the most desirable use for which the land is adapted, the conservation of property values throughout the jurisdiction, and the responsible development and growth of City, deems that the petition filed by Owner should be

HWEL ✓

granted and the zoning classification for the Real Estate be changed under certain and specific terms, conditions, and restrictions, all of which Owner is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City covenant, promise and agree as follows:

1. **Ownership of the Real Estate.** Owner represents and warrants that it is or is about to be the holder of the fee simple title to the Real Estate and that the Real Estate is not encumbered with any contract purchase, lease, tenant farmer, or any other interest inconsistent with the grant of covenants, conditions and restrictions made herein. In the event that Owner does not acquire the fee simple ownership of the Real Estate, this Agreement and the ordinance rezoning the Real Estate shall become null and void and of no force and effect.

2. **Zoning Classification.** The zoning classification of the Real Estate shall be Medical, Office & Technology District, subject, however, to the terms, conditions and restrictions on development, which are in addition to, and not in lieu of, all other zoning restrictions and limitations applicable to land located in the Medical, Office & Technology District zoning classification in the City of Valparaiso.

3. **Conditions Precedent.** This entire Agreement is conditioned upon the approval of this Agreement by the City Council of the City of Valparaiso, by duly passed and adopted ordinance incorporating this Agreement and its terms therein or an ordinance otherwise becoming effective in accordance with the laws of the State of Indiana regarding such matters. In the event said City Council shall fail to so approve this Agreement or adopt the ordinance anticipated herein, this Agreement shall, *ipso facto*, be and become null and void and of no force or effect.

4. **Restrictions on Use and Development of the Real Estate.** Owner shall be entitled to the uses on the Real Estate which are allowed in the Medical, Office & Technology District as set forth in the City of Valparaiso Zoning Ordinance as modified only by this Agreement as follows:

(a) **Restricted Uses.** The following uses shall not be permitted on the Real Estate:

(i) Hospitals

(ii) Helipads, heliports, and helistops.

(iii) Residential dwelling units for those employed within facilities located in the Medical, Office & Technology District or associated with businesses or programs operated within the Medical, Office & Technology District so long as such dwelling units are located above the first floor of a building

occupied by one or more other permitted uses in the district, and with a minimum of 950 square feet per unit.

(iv) Parking decks and garages

(v) Hotels and specialized lodging facilities, including those with accessory conference centers and restaurants related to one or more hospitals operating in the district.

(b) **Height Restriction.** The maximum height of buildings on the Real Estate shall be: 3 stories or 55 feet, whichever is lower. However, no building shall be set back from the perimeter of the district less than 1.25 feet for every foot of building height. A building with staggered height shall meet the setback at each height level.

5. **Subsequent Owners.** This Agreement shall run with the land and be binding upon subsequent owners of the Real Estate, unless modified or terminated hereinafter.

6. **Duration and Termination.** This Agreement shall be effective at such time as an Ordinance adopted and ordained by the Common Council of the City of Valparaiso, Indiana, is effective according to law changing the zoning classification of the Real Estate to the Medical, Office & Technology District zoning classification pursuant to the City of Valparaiso Zoning Ordinance (and subject to Owner acquiring title required by Section 1); and shall continue in full force and effect unless and until modified or terminated at a public hearing after notice, as provided by the provisions of Indiana Code §36-7-4-613, as amended from time to time.

7. **Merger.** This Agreement constitutes the entire agreement of the parties, and all promises, undertakings, representations, agreements, understandings, and arrangements with reference to representations are herein merged.

8. **Construction.** This Agreement is entered into in the State of Indiana and shall be construed in accordance with the laws thereof. The headings appearing as titles for each of the provisions of this Agreement are included for purposes of convenience only and shall not be considered in the construction of any of the substantive provisions herein.

9. **Designated Party of Enforcement.** The City shall be the designated party of enforcement of this Agreement and the covenants and agreements contained herein.

10. **Enforceability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, this Agreement and the provisions herein shall be deemed to be null and void *ab initio* and of no force and effect whatsoever.

IN WITNESS WHEREOF, Owner has executed this Agreement upon the date and year first above written.

G & L PARTNERSHIP, L.P.,

By: Guy N. Ramsey
Guy N. Ramsey

Mayor
City of Valparaiso, Indiana

Jon Costas
Jon Costas

STATE OF INDIANA)
COUNTY OF PERRY) SS:

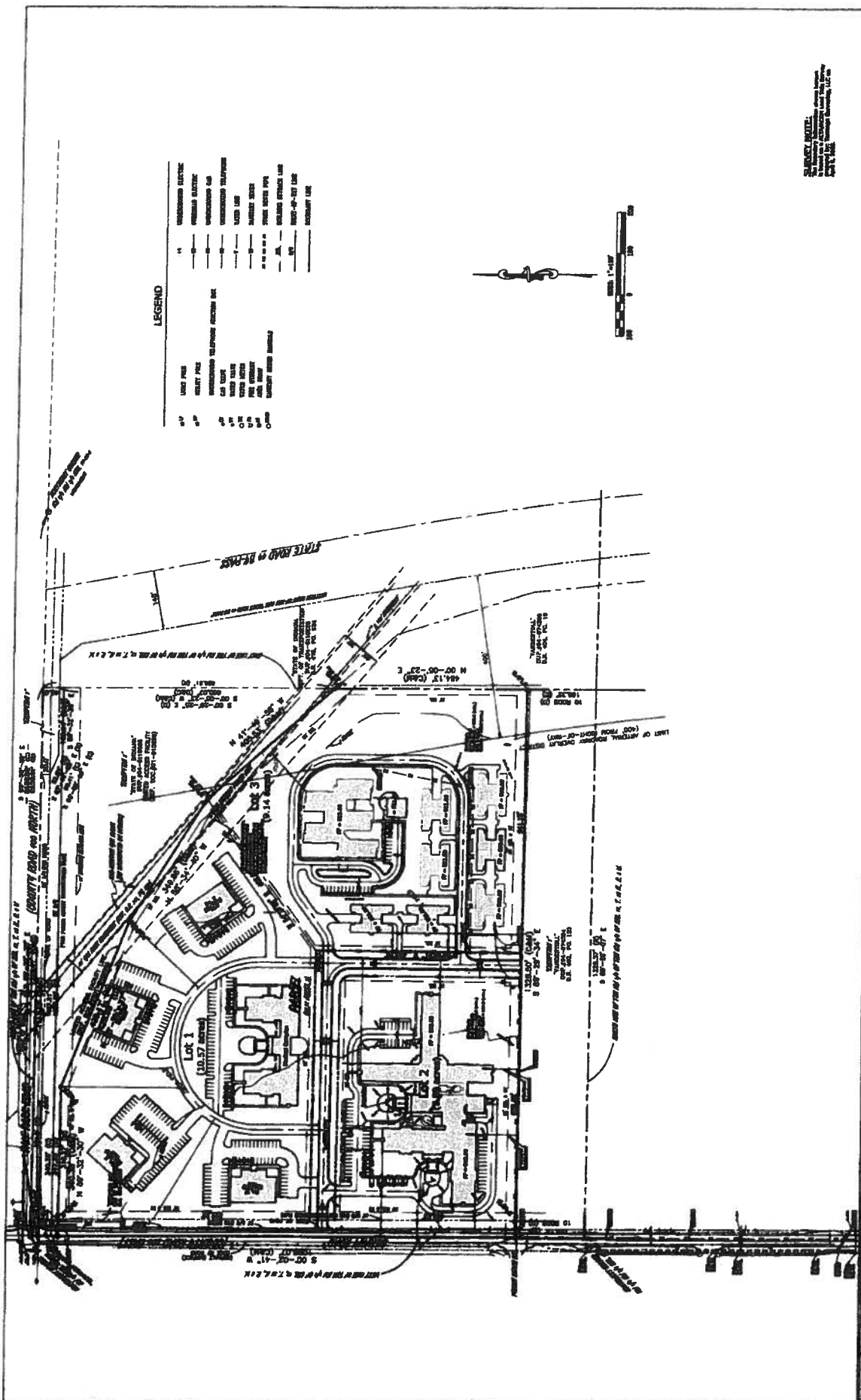
Before me, a Notary Public, in and for said County and State, this 16th day of October, 2008, personally appeared Guy N. Ramsey, the Manager of G & L Partnership, L.P., who acknowledged the execution of the foregoing instrument to be their free and voluntary act.
My Commission Expires: 7-8-2011
County of Residence: Spencer
Paul R. Schulte
Notary Public #
Printed: Paul R. Schulte

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. Todd A. Leeth

This Instrument Prepared By:
Todd A. Leeth
Hoepfner Wagner & Evans LLP
Post Office Box 2357
103 E. Lincolnway
Valparaiso, Indiana 46384
(219) 464-4961

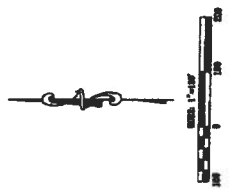
DESCRIPTION OF PROJECT

This project will provide intense nursing care, short and long term rehabilitation services of all therapies, Alzheimer's Care and other health-related needs for those who require 24-hour care. This facility integrates the continuum of care, from the Independent Living residential units to the combination asset Skilled Nursing/Assisted Living Facility to an Assisted Living/Alzheimer Care Facility. The Independent Living units are not available to the general public, but rather are age-specific to meet with the demographics of the senior campus. Each resident, through a Residency Agreement, will have services from the entire senior campus available to them in order to complete the full continuum of care that seniors desperately need and desire. Independent Living residents will be linked to the main facility via emergency call system, will experience daily interaction with both licensed and non-licensed health care professionals, and will be involved in various social events within the campus. As their needs increase over time, Independent Living residents will simply move into the main combination asset Skilled Nursing/Assisted Living Facility on the same campus, within the same community of friends and care givers.



LEGEND

14	UNDERGROUND ELECTRIC
15	OVERHEAD ELECTRIC
16	UNDERGROUND GAS
17	OVERHEAD GAS
18	UNDERGROUND TELEPHONE
19	OVERHEAD TELEPHONE
20	UNDERGROUND WATER
21	OVERHEAD WATER
22	UNDERGROUND SEWER
23	OVERHEAD SEWER
24	UNDERGROUND STORM
25	OVERHEAD STORM
26	PROPERTY LINE



GENERAL NOTE:
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.

	VALPARAISO HEALTH CAMPUS VALE PARK RD. & BERRY RD. VALPARAISO, IN	08.12.09 DATE	C-101 PROJECT NO.
OVERALL SITE PLAN			
REVISIONS			
PRELIMINARY			
CASH WAGNER & ASSOCIATES, PC CONSULTING ENGINEERS - LAND SURVEYORS 1000 W. WASHINGTON ST. #100 VALPARAISO, IN 46181-1000 TEL: (317) 841-1000 FAX: (317) 841-1001 WWW.CWASOCIATES.COM		12 Feb 09 DATE	