

#REZ-2025-0004

BILL NO. Z-25-02-07

ZONING MAP ORDINANCE NO. Z-_____

AN ORDINANCE amending the City of Fort Wayne
Zoning Map No. V30 (Sec. 22 of St. Joseph Township)

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the area described as follows is hereby designated a C3/General Commercial District under the terms of Chapter 157 Title XV of the Code of the City of Fort Wayne, Indiana:

Legal Description (4800 Maplecrest Road Fort Wayne, IN)

Parcel I: (Fee Simple)

A parcel of land located in the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East in Allen County, Indiana and more particularly described as follows: Commencing at the Southwest corner of the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East as now described; thence North 00 degrees 00 minutes East (bearing basis for description) along the West line of said Southwest One-Quarter; a distance of 1297.00 feet to the point of beginning. Beginning at the above described point; thence continue North 89 degrees 36 minutes 00 seconds East along the South line of Maplewood downs, Section II as recorded in Plat Book 29, page 121, in the office of the recorder of Allen County, Indiana, a distance of 505.0 feet; thence South, a distance of 110.00 feet; thence South 29 degrees 30 minutes 00 seconds West, a distance of 122.67 feet to the North line of a parcel of land owned by SV Ventures in doc. #960025025; thence North 74 degrees 49 minutes 38 seconds West along said North line, a distance of 21.76 feet to the Northwest corner of said parcel; thence South 15 degrees 10 minutes 22 seconds West along the West line of said parcel, a distance of 31.88 feet; thence North 74 degrees 47 minutes 42 seconds West, a distance of 242.10 feet; thence on a curve to the left having a radius of 151.50 feet an arc length of 41.26 feet and being subtended by a chord of 41.13 feet, bearing North 82 degrees 35 minutes 51 seconds West; thence South 89 degrees 36 minutes 00 seconds West, a distance of 100.72 feet to a point on the East right-of-way line of Maplecrest road as found in doc. #970017308 and doc. #970024200; thence North 00 degrees 14 minutes 58 seconds West along said right-of-way line, a distance of 23.22 feet; thence South 90 degrees 00 minutes West along the North line of right-of-way in doc. #970017308, a distance of 40.0 feet to a point on the West line of said Southwest One-Quarter; thence North 00 degrees 00 minutes East along said West line, a distance of 147.0 feet to the point of beginning, containing 2.182 acres of land, more or less.

EXCEPT THAT PART CONVEYED TO Fort Wayne City Utilities, by Limited Partnership Warranty Deed recorded June 18, 2024, as Instrument No. 2024030988, in the Office of the Recorder of Allen County, Indiana, described as follows, to-wit: Part of the Southwest Quarter of Section 22, Township 31 North, Range 13 East, in Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 149-114 "B", dated May 14, 2024; and being more particularly described as follows, to-wit: Commencing at the Southwest corner of said Section. 22; thence North 00 degrees 07 minutes 04 seconds East (bearings in this description arc based on a deed bearing of North 00 degrees 04 minutes 32 seconds West for the East line of line West Half of said Southwest Quarter), on and along the West line of said Southwest Quarter and within the right-of-way of Maplecrest Road, a distance of 1297.09 feet; thence North 89 degrees 36 minutes 00 seconds East, on and along the South line of Maplewood Downs, Section II, as recorded in Plat Record 29, pages 121-123, in the Office of said Recorder; a distance of 314.83 feet to a #5 rebar at the true point of beginning; thence North 89 degrees 36 minutes 00 seconds East, continuing on and along said North line, a distance of 609.09 feet to a #5 rebar at the Northeast corner of a 2.010 acre base tract of real estate

described in a deed to 219 Sackman, L.P., in Document Number 2023000593 in the Office of said Recorder; thence South 36 degrees 47 minutes 30 seconds West, on and along an East line of said 2.010 acre base tract, a distance of 297.87 feet to a #5 rebar; thence South 83 degrees 31 minutes 02 seconds West, on and along a South Line of said 2.010 acre base tract, a distance of 23.50 feet to a #5 rebar; thence- South 01 degrees 06 minutes 25 seconds East on and along an last line of said 2.010 acre base tract, a distance of 53.93 feet to a #5 rebar at the most Southerly corner thereof) thence North 74 degrees 49 minutes 38 seconds West, on and along a South line of said 2.010 acre base tract and the South line of a 2.182 acre base tract of real estate described in a deed to 219 Sackman, L.P., in Document Number 2023000593, in the Office of said Recorder; a distance of 310.00 feet to a #5 rebar at a South corner of said 2.182 acre base tract; thence South 15 degrees 10 minutes 22 seconds West, on and along an East line of said 2.182 acre base tract a distance of 31.88 feet to a #5 rebar at the most Southerly corner thereof; thence North 74 degrees 47 minutes 42 seconds West, on and along the South line of said 2.182 acre base tract, a distance of 242.10 feet to a #5 rebar at the point of curvature of a tangent circular curve to the left having a radius of 151.50 feet; thence Northwesterly, continuing on and along said South line, as defined by the arc of said curve, an arc distance of 41.26 feet, being subtended by a long chord having a length of 41.13 feet and a bearing of North 82 degrees 35 minutes 51 seconds West to a survey nail; thence North 89 degrees 07 minutes 38 seconds East, a distance of 126.52 feet to a #5 rebar; thence North 43 degrees 51 minutes 45 seconds East, a distance of 69.29 feet to a #5 rebar; thence North 00 degrees 24 minutes 00 seconds West, a distance of 119.83 feet to the true point of beginning, containing 3.011 acres of land.

Parcel II: (Easement)

A non-exclusive easement for pedestrian and vehicular ingress and egress as set forth in Reciprocal Access Easement Agreement dated January 3, 2023, and recorded January 6, 2023, in Instrument Number 2023000597 in the Office of the Recorder of Allen County, Indiana.

and the symbols of the City of Fort Wayne Zoning Map No. V30 (Sec. 22 of St. Joseph Township), as established by Section 157.082 of Title XV of the Code of the City of Fort Wayne, Indiana is hereby changed accordingly.

SECTION 2. If a written commitment is a condition of the Plan Commission's recommendation for the adoption of the rezoning, or if a written commitment is modified and approved by the Common Council as part of the zone map amendment, that written commitment is hereby approved and is hereby incorporated by reference.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY:

Malak Heiny, City Attorney

City of Fort Wayne Common Council

DIGEST SHEET

Department of Planning Services

Title of Ordinance: Zoning Map Amendment
Case Number: REZ-2025-0004
Bill Number: Z-25-02-07
Council District: 1 – Paul Ensley

Introduction Date: February 25, 2025

Plan Commission
Public Hearing Date: March 10, 2025 (not heard by Council)

Next Council Action: Ordinance will return to Council after recommendation by the Plan Commission

Synopsis of Ordinance: To rezone 1.18 acres from R1/Single Family Residential and C2/Limited Commercial to C3/General Commercial

Location: 4800 Maplecrest Road (Section 22 of St. Joseph Township)

Reason for Request: To permit a car wash.

Applicant: ERPO LLC (Jeff Justice)

Property Owner: 219 Sackman LP

Related Petitions: Primary Development Plan – WhiteWater Car Wash

Effect of Passage: Property will be rezoned to the C3/General Commercial zoning district, which would permit a car wash.

Effect of Non-Passage: Property will remain zoned R1/Single Family Residential and C2/Limited Commercial, which does not permit a car wash. The site may continue with existing uses, and may be redeveloped with single family residential and limited commercial uses.

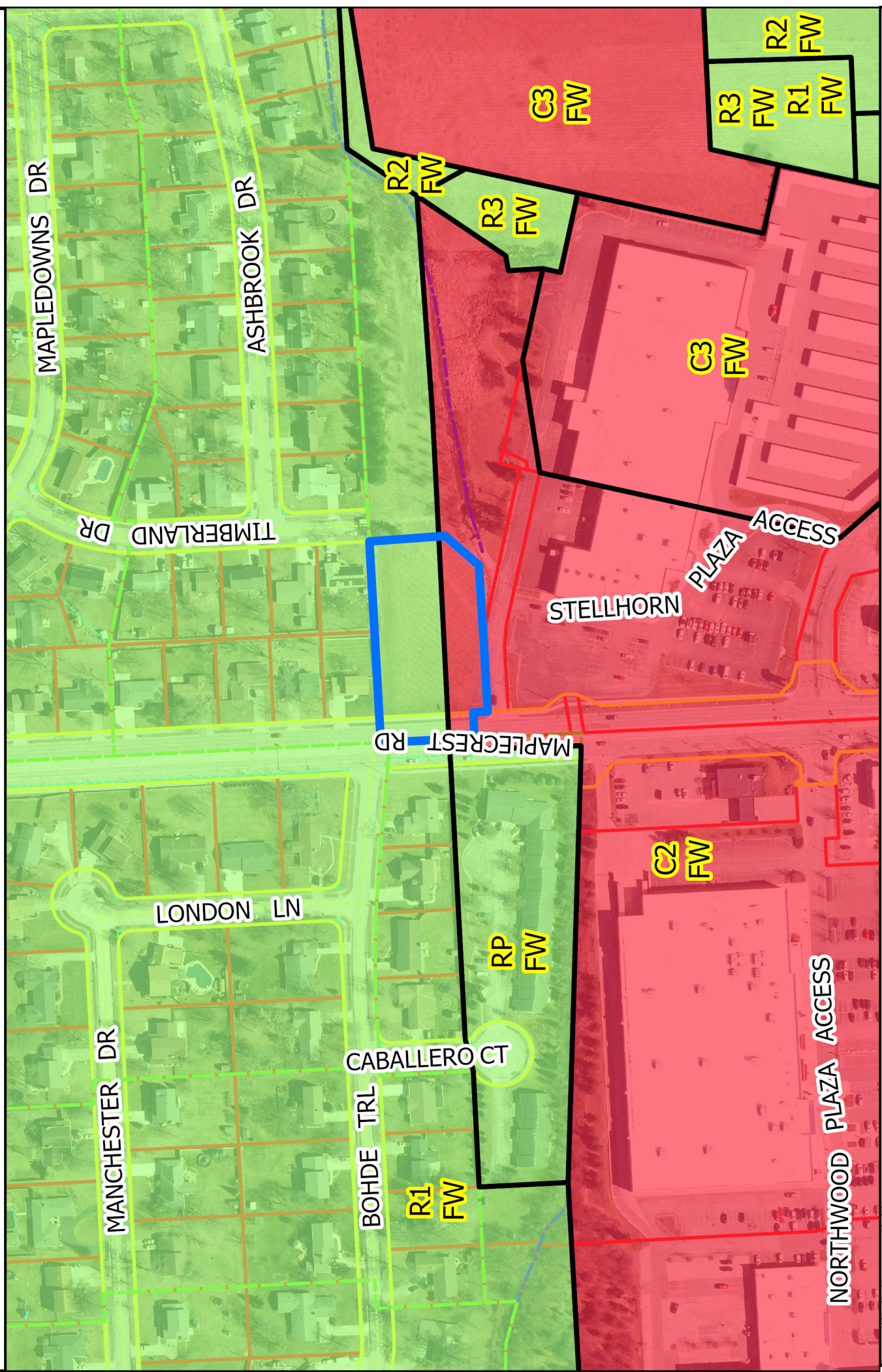


Rezoning Petition REZ-2025-0004 and Primary Development Plan PDP-2025-0004 - Whitewater Car Wash



Although great accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East
Photos and Contours: Spring 2009
Date: 2/17/2025



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Department of Planning Services Rezoning Petition Application

Applicant
Applicant EROP LLC (Jeff Justice)
Address 3130 N Kandy Lane Suite A
City Decatur State IL Zip 62526
Telephone 217-972-4296 E-mail JEFFJ@HYPERSHINECW.COM

Property Ownership
Property Owner 219 Sackman LP
Address c/o Sturges Property Group, 202 W Berry St Ste 500
City Fort Wayne State IN Zip 46802
Telephone 516-650-1759 E-mail chris@cwgdev.com

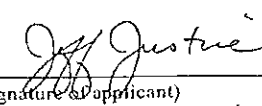
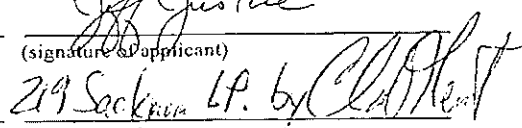
Contact Person
Contact Person Erin McMachen, Stonefield Engineering & Design
Address 555 S Old Woodward Ave Suite 12L
City Birmingham State MI Zip 48009
Telephone 248-247-1115 E-mail emcmachen@stonefieldeng.com

All staff correspondence will be sent only to the designated contact person.

Request
☐ Allen County Planning Jurisdiction ☒ City of Fort Wayne Planning Jurisdiction
Address of the property 4800 Maplecrest Road Township and Section Sec. 22, T31N, R13E
Present Zoning C-2 & R-1 Proposed Zoning C-3 Acreage to be rezoned 1.18
Purpose of rezoning (attach additional page if necessary) Existing vacant land has been undeveloped due to the split zoning. Proposed C-3 Zone allows for an outlot development of the existing shopping center consistent with the Future Land Use Map, Proposed Car Wash is a Permitted Use within C-3.
Sewer provider City Water provider City

Filing Checklist
Applications will not be accepted unless the following filing requirements are submitted with this application.
☒ Filing fee \$1000.00
☒ Surveys showing area to be rezoned
☒ Legal Description of parcel to be rezoned
☒ Rezoning Criteria (please complete attached document)

I/We understand and agree, upon execution and submission of this application, that I am/we are the owner(s) of more than 50 percent of the property described in this application; that I/we agree to abide by all provisions of the Allen County Zoning and Subdivision Control Ordinance as well as all procedures and policies of the Fort Wayne and Allen County Plan Commissions as those provisions, procedures and policies related to the handling and disposition of this application; that the above information is true and accurate to the best of my/our knowledge; and that

Jeff Justice
(printed name of applicant)
219 Sackman LP by chris gerhart
(printed name of property owner)

(signature of applicant)

(signature of property owner)
1/13/2025
(date)
1/13/2025
(date)



Received <u>1/27/25</u>	Receipt No. <u>146999</u>	Hearing Date <u>3-10-25</u>	Rezoning No. <u>REZ-2025-0004</u>
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Department of Planning Services • 200 East Berry Suite 150 • Fort Wayne, Indiana • 46802
Phone (260) 449-7607 • Fax (260) 449-7682 • www.allencounty.us • www.cityoffortwayne.org



LAND USE AND ZONING

PARCEL ID:02-08-22-351-001.002.072

EXISTING ZONE: LIMITED COMMERCIAL (C-2) & SINGLE FAMILY RESIDENTIAL(R-1)

PROPOSED REZONE: GENERAL COMMERCIAL (C-3)

PROPOSED USE

AUTOMOBILE WASHING FACILITY

ZONING REQUIREMENT

PERMITTED USE (C-3)

REQUIRED (C-3)	PROPOSED
MINIMUM LOT AREA	45,638 SF (1.04 AC)
MINIMUM BUILDING HEIGHT	30 FT (1)
MINIMUM FRONT YARD SETBACK	35 FT
MINIMUM RESIDENTIAL SIDE YARD SETBACK	40 FT
MINIMUM SIDE YARD SETBACK	25 FT
MINIMUM RESIDENTIAL REAR YARD SETBACK	40 FT
MINIMUM RESIDENTIAL ACCESSORY	25 FT
MINIMUM FRONT PARKING SETBACK	5 FT
MINIMUM RESIDENTIAL PARKING SETBACK	10 FT
MINIMUM COMMERCIAL PARKING SETBACK	5 FT
MINIMUM RESIDENTIAL LANDSCAPE BUFFER	20 FT

(1) UP TO 40 FT PERMITTED WITH INCREASED BUILDING SETBACKS

(2) MEASURED FROM THE ASSUMED R.O.W. LINE

OFF-STREET PARKING REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
§ 157.407 D.1	AUTOMOBILE SERVICE 1 SPACE PER 400 SF (4,334 SF) / 11 SPACES	21 VACUUM SPACES INCLUDING FIVE (9) EMPLOYEE SPACES 20 SPACES
§ 157.407 D.1	STACKINGS 6 SPACES PER WASHING BAY	

SIGNAGE REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
§ 157.409 C	MAXIMUM DISPLAY AREA 80 SF	80 SF
§ 157.409 C	ROW SETBACKS 5 FT	32.0 FT
§ 157.409 C	MAXIMUM HEIGHT 8 FT	8 FT
§ 157.409 C	RESIDENTIAL SETBACKS 50 FT	145.7 FT

SYMBOL

DESCRIPTION

PROPERTY LINE

SETBACK LINE

SAWCUT LINE

PROPOSED CURB

PROPOSED FLUSH CURB

PROPOSED VINYL FENCE

PROPOSED SIGNS / BOLLARDS

PROPOSED BUILDING

PROPOSED CONCRETE

PROPOSED RIVER ROCK

PROPOSED BUILDING DOORS

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK PRIOR TO THE START OF CONSTRUCTION. THESE DOCUMENTS SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION. TO THE EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONERFIELD ENGINEERING & DESIGN, LLC, AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING OUT-OF-POCKET EXPENSES, ATTORNEY'S FEES AND COSTS, AND ALL CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.

2. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. ANY CHANGES TO THE PROPOSED IMPROVEMENTS SHALL BE SUBMITTED TO THE OWNER FOR REVIEW AND APPROVAL PRIOR TO THE START OF CONSTRUCTION. TO THE EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONERFIELD ENGINEERING & DESIGN, LLC, AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING OUT-OF-POCKET EXPENSES, ATTORNEY'S FEES AND COSTS, AND ALL CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.

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7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR REMOVED EXISTING MATERIALS TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW, STONERFIELD ENGINEERING & DESIGN, LLC, WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REQUIRED BY THE CITY OF CHICAGO. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND PRACTICES (MUTCD) 6TH EDITION, CHAPTER 6C. THE CONTRACTOR IS REQUIRED TO OBTAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY. 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PLANT SCHEDULE							
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
DECIDUOUS TREES							
	RUB	3	ACER RUBRUM 'JAMESTOWN'	JAMESTOWN RED MAPLE	3" - 3.5" CAL	B&B	NATIVE (VARIETY), SEEDLESS
	GLE	2	GLIEDTSIA TRIACANTHOS INERMIS 'SHADEMASTER'	SHADEMASTER HONEY LOCUST	3" - 3.5" CAL	B&B	NATIVE (VARIETY), SEEDLESS
	GYM	4	GYMNOCLADUS DIOICUS 'ESPRESSO'	KENTUCKY COFFEETREE	3" - 3.5" CAL	B&B	NATIVE (VARIETY), SEEDLESS
	LIQ	3	LIQUIDAMBAR STYRACIFLUA 'NOTUNDICLOBA'	ROUND-LOBED SWEET GUM	3" - 3.5" CAL	B&B	NATIVE (VARIETY), SEEDLESS
EVERGREEN TREES							
	OPA	5	ILEX OMICA 'JERSEY KNIGHT'	JERSEY KNIGHT AMERICAN HOLLY	8" - 10" HT	B&B	NATIVE (VARIETY), MALE CULTIVAR
	JUN	6	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	8" - 10" HT	B&B	NATIVE
	JVI	14	JUNIPERUS VIRGINIANA 'JUN SELECT GREEN'	EMERALD FEATHER EASTERN REDCEDAR	8" - 10" HT	B&B	NATIVE (VARIETY)
	THU	6	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE	8" - 10" HT	B&B	NATIVE
ORNAMENTAL TREES							
	CER	2	CERCIS CANADENSIS	EASTERN REDBUD	3" - 3.5" CAL	B&B	NATIVE, FRUITLESS
SHRUBS							
	COR	8	CORNUS STOLONIFERA 'BARROW'	ARCTIC DOGWOOD TWIG DOGWOOD	18" - 24"	POT	NATIVE (VARIETY)
	PHY	22	PHYSCOCARLUS ORULIFOLIUS 'LITTLE DEW'	LITTLE DEW DWARF NINEBARB	18" - 24"	POT	NATIVE (VARIETY)
	MAP	18	VIBURNUM ACERIFOLIUM	HAZELLEAF VIBURNUM	18" - 24"	POT	NATIVE
	VIB	6	VIBURNUM DENTATUM	VIBURNUM	18" - 24"	POT	NATIVE
EVERGREEN SHRUBS							
	ILE	15	ILEX GLABRA 'COMPACTA'	COMPACT INBERRY	18" - 24"	B&B	NATIVE (VARIETY)
	SEA	8	JUNIPERUS SARTERIANA 'SEA GREEN'	SEA GREEN PITCHER LINER	18" - 24"	POT	-
	KAL	21	KALIA LATIFOLIA 'HOFFMAN'S PINK'	HOFFMAN'S PINK MOUNTAIN LAUREL	18" - 24"	POT	NATIVE (VARIETY)
	CAN	37	TAXUS CANADENSIS	CANADA YEW	18" - 24"	POT	NATIVE

SYMBOL	DESCRIPTION
	PROPOSED B-2 TREES
	PROPOSED P-1 TREES
	PROPOSED P-2 TREES
	PROPOSED P-3 TREES
	PROPOSED RIVER ROCK
	PROPOSED STEEL EDGING
	PROPOSED SNOW STORAGE

	
SYMBOL	DESCRIPTION
	PROPOSED B-7 TREES
	PROPOSED P-1 TREES
	PROPOSED P-2 TREES
	PROPOSED P-3 TREES
	PROPOSED RIVER ROCK
	PROPOSED STEEL EDGING
	PROPOSED SNOW STORAGE
	RIVER ROCK TO BE UTILIZED IN ALL PLANTING BEDS.
	STEEL METAL EDGING TO BE UTILIZED AROUND ALL PLANTING BEDS AND AREAS CONTAINING DECORATIVE STONE.
	
	Know what's below Call before you dig.
IRRIGATION NOTE: 1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED. 2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED. 3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 2 INCH LAYER OF MULCH. 4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1). 5. THE CONTRACTOR SHALL RESTORE ALL SPRINKLER HEADS TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS TO THE LOCATION OF THE DISTURBED AREA WITHIN THE AREA OF DISTURBANCE. 6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET EXISTING FINISH GRADE UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.	
LANDSCAPING NOTES: 1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED. 2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED. 3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 2 INCH LAYER OF MULCH. 4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1). 5. THE CONTRACTOR SHALL RESTORE ALL SPRINKLER HEADS TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS TO THE LOCATION OF THE DISTURBED AREA WITHIN THE AREA OF DISTURBANCE. 6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET EXISTING FINISH GRADE UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.	
	20' 0' 20' 40' GRAPHIC SCALE IN FEET 1" = 20'

Department of Planning Services Rezoning Questionnaire

When making recommendations on rezoning requests, the Plan Commission shall pay reasonable regard to the following items. Please describe how this petition satisfies the following:

- (1) The Comprehensive Plan;

Per the "All In Allen" Fort Wayne-Allen County Comprehensive Plan March 2023, Generalized Future Land Use Map, the site is designated as "Community Commercial". Primary Land Uses include High-Intensity Business, Service, Retail. A car wash development meets the intent of this Future Land Use Designation.

- (2) Current conditions and the character of current structures and uses in the district;

Existing site is vacant land, an out lot of an existing shopping center also designated as "Community Commercial" in the Future Land Use Map. The proposed rezone would allow for a cohesive commercial development.

- (3) The most desirable use for which the land in the district is adapted;

Proposed Car Wash.

- (4) The conservation of property values throughout the jurisdiction;

The proposed development is located on Maplecrest Road, a 4-lane divided highway servicing many commercial developments. There are two (2) single family homes bordering the development to the North. Currently there is some existing fencing on the residential properties. Under the proposed development, multiple methods of screening will be provided including a 6 FT vinyl fence, berm, greenbelt buffer and dense landscaping. The car wash will abide by all lighting and noise requirements to ensure no detriment to neighboring parcels.

- (5) Responsible development and growth.

WhiteWater Car Wash utilizes eco-friendly detergents and cleaning products. The car wash is equipped with a 3-tank reclamation system, treating waste water per state standards prior to discharging to the public system. The development will provide local employment and tax revenue to the City.

COMPLETE FILING TO INCLUDE:

- ☒ Filing Fee
- ☒ Complete application signed by property owner*
- ☒ Legal description (in Word document format)*
- ☒ Boundary/Utility Survey*
- ☒ Rezoning Criteria *
- ☒ Written Commitment (if applicable)*

**All documents may be digital*



PROPOSED
WRITTEN COMMITMENT

THIS WRITTEN COMMITMENT ("Commitment") is made this ____ day of January, 2025 by EROP LLC, an Illinois limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 1.22 acres of real estate located in Fort Wayne, Allen County, Indiana, the legal description of which is attached hereto as Exhibit "A" (the "Real Estate"); and

WHEREAS, Declarant submitted a rezoning petition with respect to the Real Estate to rezone the Real Estate from R1 and C2 to C3, bearing number REZ-2025-____ (the "Petition"), which Petition has been approved by the City of Fort Wayne Plan Commission (the "Plan Commission (the "Plan Commission") and the Fort Wayne Common Council ("City Council"); and

WHEREAS, Declarant has offered this Commitment, voluntarily, pursuant to Indiana Code 36-7-4-1015, for the purpose of limiting certain uses for the Real Estate; and

WHEREAS, in conjunction with the Petition, the Plan Commission has accepted Declarant's offer of this Commitment and its recordation with the Allen County, Indiana, Recorder's Office upon approval of the Petition by the Plan Commission and City Council.

-

NOW, THEREFORE, in consideration of the above and foregoing recitals, Declarant hereby impresses upon the Real Estate certain restrictions and covenants which shall run with the Real Estate and be binding upon Declarant and all future owners of the Real Estate, and all lessees of all or any portion of the Real Estate.

1. Prohibited Uses. Subject to the terms and conditions herein contained, the following uses shall be prohibited upon the Real Estate:

- 1) Adult care center
- 2) Adult care home
- 3) Assisted living facility
- 4) Auction service
- 5) Boarding/lodging house
- 6) Campus housing
- 7) Catalog showroom
- 8) Child care home (class I or II)
- 9) Dating service
- 10) Day care
- 11) Educational institution
- 12) Fraternity house
- 13) Group residential facility (small)
- 14) Homeless/emergency shelter
- 15) Hospital
- 16) Multiple family complex
- 17) Multiple family dwelling
- 18) Nursing home
- 19) Radio station
- 20) Residential facility for homeless individuals
- 21) Retirement facility
- 22) School
- 23) Security service
- 24) Social service agency
- 25) Sorority house
- 26) Television station
- 27) Townhouse complex

- 28) Wind energy conversion system (micro) as a free standing entity without additional use of the land but permitted as incidental to another commercial use.
- 29) Flea Market
- 30) Gas Station
- 31) Go-Kart Facility
- 32) Golf course – miniature
- 33) Motor Vehicle auction
- 34) Pawn Shop
- 35) Residential dwelling unit
- 36) Riding Stable
- 37) Shooting range
- 38) Tobacco Store
- 39) Towing Service
- 40) Zipline
- 41) Zoo
- 42) Commercial Communication Tower but permitted as incidental to another permitted use
- 43) Home business
- 44) Manufactured home
- 45) Ground mounted solar panel arrays as a free standing entity without additional use of the land but permitted as incidental to another commercial use.
- 46) Tree Service
- 47) Wind towers as free standing sole use of the property but permitted if incidental to another commercial use
- 48) Manufactured homes
- 49) Utility facility – private – if this is sole use of the property but permitted if incidental to another commercial use

50) Wind Conversion system – if this is sole use of the property but permitted if incidental to another commercial use

2. Permitted Uses. Any use otherwise permitted in a C-3 zoning district pursuant to the Ordinance which is not expressly prohibited pursuant to Section 1 above shall be a permitted use upon the Real Estate.
3. Other Commitments: Declarant agrees that the landscaping, earthen berm, and fence on the earthen berm that is along the northern border of the premises shall remain, be maintained, and replaced if plants die in perpetuity.
4. Permits. No permits shall be issued under the zoning ordinance by the Zoning Administrator, or any successor agency having zoning jurisdiction over the Real Estate, until this Commitment is recorded with the Allen County Recorder. The Declarant shall deliver to the Zoning Administrator and the Plan Commission an executed and recorded copy of this Commitment.
5. Binding Effect, Modification, and Termination. This Commitment shall run with the Real Estate, and shall be binding upon the Declarant and 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 only by a decision of the Plan Commission, following a public hearing held by the Plan Commission wherein notice has been given as provided by the Plan Commission's rules of procedure. The Plan Commission shall have the discretion whether to approve or deny any proposed modification or termination of this Commitment. This Commitment may be modified or terminated by the Plan Commission making findings of fact that the proposed modification or termination is required because: (a) there is a substantial change in circumstances from the time of the original Commitment; (b) the proposed modification or termination is in substantial compliance with the Comprehensive Plan; (c) the proposed modification or termination is consistent with the Plan Commission's prior approval; and (d) the application of the terms of the original Commitment would cause an unnecessary hardship absent the modification or termination. Further, pursuant to I.C. 36-7-4-1015(b)(4), this Commitment shall automatically terminate if: (i) the zoning district

or classification applicable to the Real Estate is changed; or (ii) if the land use to which this Commitment relates is changed.

6. Recording. Declarant or Applicant shall, at Declarant's or Applicant's expense, record this Commitment with the Allen County Recorder and shall provide two copies of the recorded Commitment to the Zoning Administrator.
7. Enforcement. Any violation of this Commitment shall be deemed a violation of the zoning ordinance in effect at the 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 Plan Commission or any enforcement official designated in the zoning ordinance, or any successor agency having zoning jurisdiction over the Real Estate. Pursuant to I.C. §36-7-4-1015, the Plan Commission or any enforcement official designated in the zoning ordinance, shall be entitled to all legal and equitable remedies available, including specific performance and injunctive relief, for any violation of this Commitment. The enforcement rights of the Plan Commission or any enforcement official designated in the zoning ordinance are cumulative, not exclusive. This Commitment may be enforced by any successor commission or enforcement official having zoning jurisdiction over the Real Estate.
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. Governing Law. This Commitment, including the restrictions and covenants hereunder, shall be governed by the laws of the State of Indiana.
10. Effective Date. The effective date ("Effective Date") of this Commitment shall be the date of its recordation with the Office of the Recorder of Allen County, Indiana.

"DECLARANT"

EROP LLC

By: _____

Printed Name: Jeff Justice

Title: Assistant Manager

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this
__ day of _____, 2025, personally appeared _____
_____ and acknowledged the execution of the foregoing. In witness whereof, I have
hereunto subscribed my name and affixed my official seal.

Notary Public

My Commission Expires: _____

My County of Residence: _____

THIS INSTRUMENT prepared by: Name and address_____.

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. Jeff Justice

When Recorded, mail to: EROP LLC, 3130 N Kandy Lane, Ste A, Decatur, IL 62526

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Parcel I: (Fee Simple)

A parcel of land located in the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East in Allen County, Indiana and more particularly described as follows: Commencing at the Southwest corner of the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East as now described; thence North 00 degrees 00 minutes East (bearing basis for description) along the West line of said Southwest One-Quarter, a distance of 1297.00 feet to the point of beginning. beginning at the above described point; thence continue North 89 degrees 36 minutes 00 seconds East along the South line of Maplewood downs, Section II as recorded in Plat Book 29, page 121, in the office of the recorder of Allen County, Indiana, a distance of 505.0 feet; thence South, a distance of 110.00 feet; thence South 29 degrees 30 minutes 00 seconds West, a distance of 122.67 feet to the North line of a parcel of land owned by SV Ventures in doc. #960025025; thence North 74 degrees 49 minutes 38 seconds West along said North line, a distance of 21.76 feet to the Northwest corner of said parcel; thence South 15 degrees 10 minutes 22 seconds West along the West line of said parcel, a distance of 31.88 feet; thence North 74 degrees 47 minutes 42 seconds West, a distance of 242.10 feet; thence on a curve to the left having a radius of 151.50 feet an arc length of 41.26 feet and being subtended by a chord of 41.13 feet, bearing North 82 degrees 35 minutes 51 seconds West; thence South 89 degrees 36 minutes 00 seconds West, a distance of 100.72 feet to a point on the East right-of-way line of Maplecrest road as found in doc. #970017308 and doc. #970024200; thence North 00 degrees 14 minutes 58 seconds West along said right-of-way line, a distance of 23.22 feet; thence South 90 degrees 00 minutes West along the North line of right-of-way in doc. #970017308, a distance of 40.0 feet to a point on the West line of said Southwest One-Quarter; thence North 00 degrees 00 minutes East along said West line, a distance of 147.0 feet to the point of beginning, containing 2.182 acres of land, more or less.

EXCEPT THAT PART CONVEYED TO Fort Wayne City Utilities, by Limited Partnership Warranty Deed recorded June 18, 2024, as Instrument No. 2024030988, in the Office of the Recorder of Allen County, Indiana, described as follows, to-wit: Part of the Southwest Quarter of Section 22, Township 31 North, Range 13 East, in Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 149-114 "B", dated May 14, 2024; and being more particularly described as follows, to-wit: Commencing at the Southwest corner of said Section. 22; thence North 00 degrees 07 minutes 04 seconds East (bearings in this description arc based on a deed bearing of North 00 degrees 04

minutes 32 seconds West for the East line of line West Half of said Southwest Quarter), on and along the West line of said Southwest Quarter and within the right-of-way of Maplecrest Road, a distance of 1297.09 feet; thence North 89 degrees 36 minutes 00 seconds East, on and along the South line of Maplewood Downs, Section II, as recorded in Plat Record 29, pages 121-123, in the Office of said Recorder, a distance of 314.83 feet to a #5 rebar at the true point of beginning; thence North 89 degrees 36 minutes 00 seconds East, continuing on and along said North line, a distance of 609.09 feet to a #5 rebar at the Northeast corner of a 2.010 acre base tract of real estate described in a deed to 219 Sackman, L.P., in Document Number 2023000593 in the Office of said Recorder; thence South 36 degrees 47 minutes 30 seconds West, on and along an East line of said 2.010 acre base tract, a distance of 297.87 feet to a #5 rebar; thence South 83 degrees 31 minutes 02 seconds West, on and along a South Line of said 2.010 acre base tract, a distance of 23.50 feet to a #5 rebar; thence- South 01 degrees 06 minutes 25 seconds East on and along an last line of said 2.010 acre base tract, a distance of 53.93 feet to a #5 rebar at the most Southerly corner thereof) thence North 74 degrees 49 minutes 38 seconds West, on and along a South line of said 2.010 acre base tract and the South line of a 2.182 acre base tract of real estate described in a deed to 219 Sackman, L.P., in Document Number 2023000593, in the Office of said Recorder, a distance of 310.00 feet to a #5 rebar at a South corner of said 2182 acre base tract; thence South 15 degrees 10 minutes 22 seconds West, on and along an East line of said 2.182 acre base tract a distance of 31.88 feet to a #5 rebar at the most Southerly corner thereof; thence North 74 degrees 47 minutes 42 seconds West, on and along the South line of said 2.182 acre base tract, a distance of 242.10 feet to a #5 rebar at the point of curvature of a tangent circular curve to the left having a radius of 151.50 feet; thence Northwesterly, continuing on and along said South line, as defined by the arc of said curve, an arc distance of 41.26 feet, being subtended by a long chord having a length of 41.13 feet and a bearing of North 82 degrees 35 minutes 51 seconds West to a survey nail; thence North 89 degrees 07 minutes 38 seconds East, a distance of 126.52 feet to a #5 rebar; thence North 43 degrees 51 minutes 45 seconds East, a distance of 69.29 feet to a #5 rebar, thence North 00 degrees 24 minutes 00 seconds West, a distance of 119.83 feet to the true point of beginning, containing 3.011 acres of land.

Parcel II: (Easement)

A non-exclusive easement for pedestrian and vehicular ingress and egress as set forth in Reciprocal Access Easement Agreement dated January 3, 2023, and recorded January 6, 2023, in Instrument Number 2023000597 in the Office of the Recorder of Allen County, Indiana.

City of Fort Wayne Common Council

DIGEST SHEET

Department of Planning Services

Title of Ordinance: Zoning Map Amendment
Case Number: REZ-2025-0004
Bill Number: Z-25-02-07
Council District: 1 – Paul Ensley

Introduction Date: February 25, 2025

Plan Commission
Public Hearing Date: March 10, 2025 (not heard by Council)

Next Council Action: Ordinance will return to Council after recommendation by the Plan Commission

Synopsis of Ordinance: To rezone 1.18 acres from R1/Single Family Residential and C2/Limited Commercial to C3/General Commercial

Location: 4800 Maplecrest Road (Section 22 of St. Joseph Township)

Reason for Request: To permit a car wash.

Applicant: ERPO LLC (Jeff Justice)

Property Owner: 219 Sackman LP

Related Petitions: Primary Development Plan – WhiteWater Car Wash

Effect of Passage: Property will be rezoned to the C3/General Commercial zoning district, which would permit a car wash.

Effect of Non-Passage: Property will remain zoned R1/Single Family Residential and C2/Limited Commercial, which does not permit a car wash. The site may continue with existing uses, and may be redeveloped with single family residential and limited commercial uses.

FORT WAYNE PLAN COMMISSION • FINDINGS OF FACT

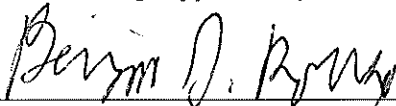
Rezoning Petition REZ-2025-0004 – Whitewater Car Wash

APPLICANT:	EROP, LLC
REQUEST:	To rezone property from R1/Single Family Residential and C2/Limited Commercial to C3/General Commercial for a car wash.
LOCATION:	4800 Maplecrest Road east of its intersection with Bohde Trail (Section 22 of St. Joseph Township)
LAND AREA:	1.18 acres
PRESENT ZONING:	R1/Single Family Residential and C2/Limited Commercial
PROPOSED ZONING:	C3/General Commercial

The Plan Commission recommends that Rezoning Petition REZ-2025-0004 be returned to Council, with a Written Commitment, with a “Do Pass” recommendation after considering the following:

1. Approval of the rezoning request will be in substantial compliance with the City of Fort Wayne Comprehensive Plan, and should not establish an undesirable precedent in the area. The petition includes a written commitment to limit incompatible intense retail uses that are otherwise permitted in the C3/General Commercial district. The rezoning petition will provide an amenity that is close in proximity to residential areas, which is a land use goal in the All in Allen Comprehensive Plan.
2. Approval of the request will not have an adverse impact on the current conditions in the area, or the character of current structures and uses in the area. The applicant is proposing a robust landscape plan including a privacy fence along the north property line which is adjacent to a single-family subdivision.
3. Approval is consistent with the preservation of property values in the area. This proposal will allow reinvestment into the area and is adjacent to developed commercial property to the south and southeast. The new zoning gives the property owner flexibility to invest in the property commercially.
4. Approval is consistent with responsible development and growth principles based on existing uses and infrastructure in the area. The site is served by adequate infrastructure and is a part of a developed shopping center. The site has never been developed. The development will be thoroughly reviewed by the appropriate agencies to ensure the development meets all applicable standards.

These findings approved by the Fort Wayne Plan Commission on March 17, 2025.

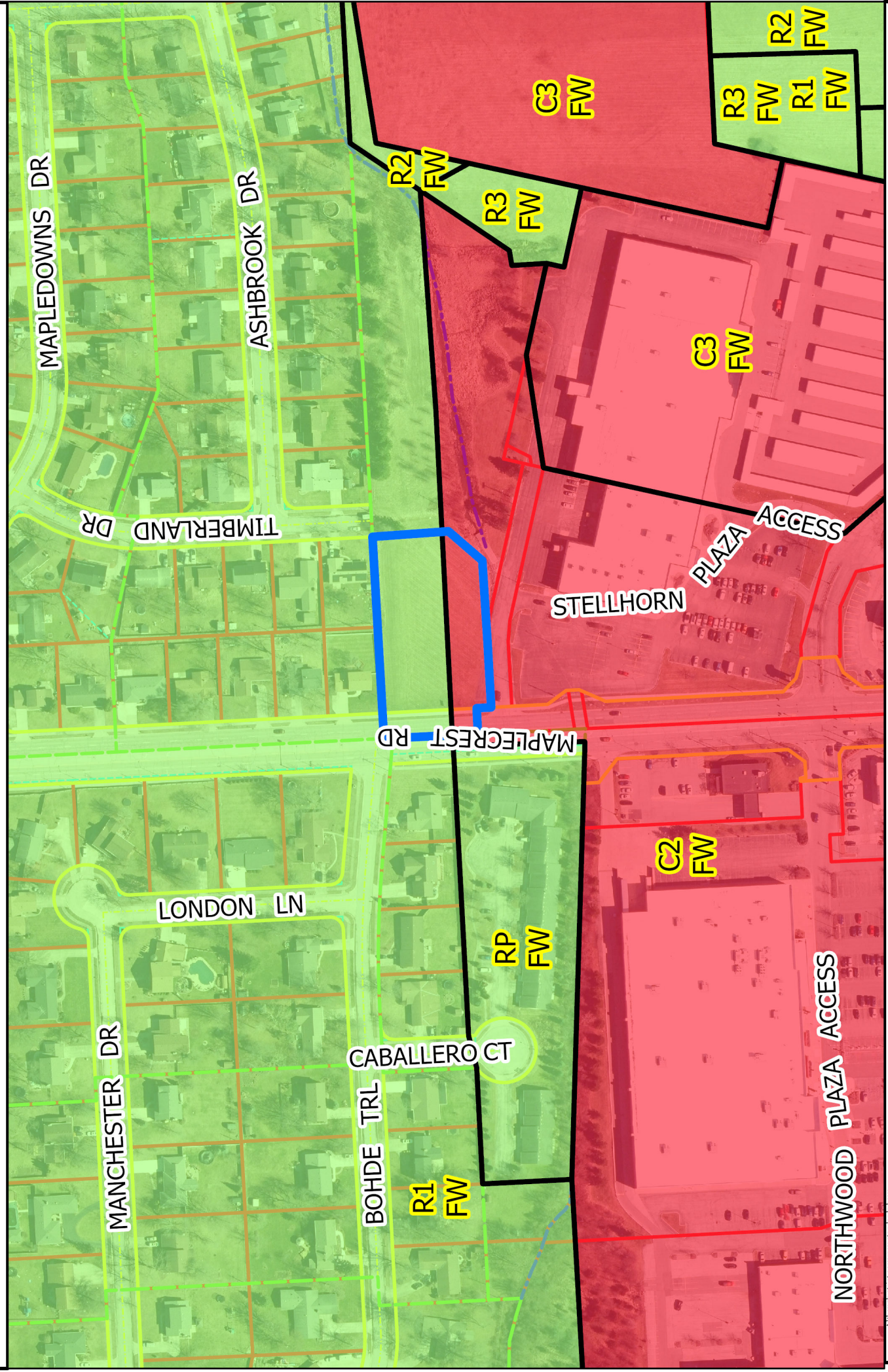


Benjamin J. Roussel
Executive Director
Secretary to the Commission





Rezoning Petition REZ-2025-0004 and Primary Development Plan PDP-2025-0004 - Whitewater Car Wash



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East
Photos and Contours: Spring 2009
Date: 2/17/2025

PROPOSED
WRITTEN COMMITMENT

THIS WRITTEN COMMITMENT ("Commitment") is made this ____ day of March 2025 by EROP LLC, an Illinois limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 1.22 acres of real estate located in Fort Wayne, Allen County, Indiana, the legal description of which is attached hereto as Exhibit "A" (the "Real Estate"); and

WHEREAS, Declarant submitted a rezoning petition with respect to the Real Estate to rezone the Real Estate from R1 and C2 to C3, bearing number REZ-2025-____ (the "Petition"), which Petition has been approved by the City of Fort Wayne Plan Commission (the "Plan Commission (the "Plan Commission") and the Fort Wayne Common Council ("City Council"); and

WHEREAS, Declarant has offered this Commitment, voluntarily, pursuant to Indiana Code 36-7-4-1015, for the purpose of limiting certain uses for the Real Estate; and

WHEREAS, in conjunction with the Petition, the Plan Commission has accepted Declarant's offer of this Commitment and its recordation with the Allen County, Indiana, Recorder's Office upon approval of the Petition by the Plan Commission and City Council.

NOW, THEREFORE, in consideration of the above and foregoing recitals, Declarant hereby impresses upon the Real Estate certain restrictions and covenants which shall run with the Real Estate and be binding upon Declarant and all future owners of the Real Estate, and all lessees of all or any portion of the Real Estate.

1. Prohibited Uses. Subject to the terms and conditions herein contained, the following uses shall be prohibited upon the Real Estate:

- 1) Adult care center
- 2) Adult care home
- 3) Assisted living facility
- 4) Auction service
- 5) Auto Repair Service
- 6) Automobile Sales
- 7) Boarding/lodging house
- 8) Campus housing
- 9) Catalog showroom
- 10) Child care home (class I or II)
- 11) Commercial Communication Tower but permitted as incidental to another permitted use
- 12) Dating service
- 13) Day care
- 14) Educational institution
- 15) Flea Market
- 16) Fraternity house
- 17) Gas Station
- 18) Go-Kart Facility
- 19) Golf course – miniature
- 20) Ground mounted solar panel arrays as a free standing entity without additional use of the land but permitted as incidental to another commercial use.
- 21) Group residential facility (small)
- 22) Home business
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- 24) Hospital
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- 27) Motor Vehicle auction
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- 41) Sorority house
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- 43) Television station
- 44) Towing Service
- 45) Townhouse complex
- 46) Tree Service
- 47) Utility facility – private – if this is sole use of the property but permitted if incidental to another commercial use
- 48) Wind Conversion system – if this is sole use of the property but permitted if incidental to another commercial use
- 49) Wind energy conversion system (micro) as a free standing entity without additional use of the land but permitted as incidental to another commercial use.
- 50) Wind towers as free standing sole use of the property but permitted if incidental to another commercial use
- 51) Zipline

52) Zoo

2. Permitted Uses. Any use otherwise permitted in a C-3 zoning district pursuant to the Ordinance which is not expressly prohibited pursuant to Section 1 above shall be a permitted use upon the Real Estate.
3. Other Commitments: Declarant agrees that the landscaping, earthen berm, and fence on the earthen berm that is along the northern border of the premises shall remain, be maintained, and replaced if plants die in perpetuity in accordance with the approved Site Development Plans prepared by Stonefield Engineering & Design as project # DET-240355.
4. Permits. No permits shall be issued under the zoning ordinance by the Zoning Administrator, or any successor agency having zoning jurisdiction over the Real Estate, until this Commitment is recorded with the Allen County Recorder. The Declarant shall deliver to the Zoning Administrator and the Plan Commission an executed and recorded copy of this Commitment.
5. Binding Effect, Modification, and Termination. This Commitment shall run with the Real Estate, and shall be binding upon the Declarant and 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 only by a decision of the Plan Commission, following a public hearing held by the Plan Commission wherein notice has been given as provided by the Plan Commission's rules of procedure. The Plan Commission shall have the discretion whether to approve or deny any proposed modification or termination of this Commitment. This Commitment may be modified or terminated by the Plan Commission making findings of fact that the proposed modification or termination is required because: (a) there is a substantial change in circumstances from the time of the original Commitment; (b) the proposed modification or termination is in substantial compliance with the Comprehensive Plan; (c) the proposed modification or termination is consistent with the Plan Commission's prior approval; and (d) the application of the terms of the original Commitment would cause an unnecessary hardship absent the modification or termination. Further, pursuant to I.C. 36-7-4-1015(b)(4), this Commitment shall automatically terminate if: (i) the zoning district

or classification applicable to the Real Estate is changed; or (ii) if the land use to which this Commitment relates is changed.

6. Recording. Declarant or Applicant shall, at Declarant's or Applicant's expense, record this Commitment with the Allen County Recorder and shall provide two copies of the recorded Commitment to the Zoning Administrator.
7. Enforcement. Any violation of this Commitment shall be deemed a violation of the zoning ordinance in effect at the 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 Plan Commission or any enforcement official designated in the zoning ordinance, or any successor agency having zoning jurisdiction over the Real Estate. Pursuant to I.C. §36-7-4-1015, the Plan Commission or any enforcement official designated in the zoning ordinance, shall be entitled to all legal and equitable remedies available, including specific performance and injunctive relief, for any violation of this Commitment. The enforcement rights of the Plan Commission or any enforcement official designated in the zoning ordinance are cumulative, not exclusive. This Commitment may be enforced by any successor commission or enforcement official having zoning jurisdiction over the Real Estate.
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. Governing Law. This Commitment, including the restrictions and covenants hereunder, shall be governed by the laws of the State of Indiana.
10. Effective Date. The effective date ("Effective Date") of this Commitment shall be the date of its recordation with the Office of the Recorder of Allen County, Indiana.

"DECLARANT"

EROP LLC

By: _____

Printed Name: Jeff Justice

Title: Assistant Manager

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this
__ day of _____, 2025, personally appeared _____
_____ and acknowledged the execution of the foregoing. In witness whereof, I have
hereunto subscribed my name and affixed my official seal.

Notary Public

My Commission Expires: _____

My County of Residence: _____

THIS INSTRUMENT prepared by: Name and address_____.

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. Jeff Justice

When Recorded, mail to: EROP LLC, 3130 N Kandy Lane, Ste A, Decatur, IL 62526

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Parcel I: (Fee Simple)

A parcel of land located in the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East in Allen County, Indiana and more particularly described as follows: Commencing at the Southwest corner of the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East as now described; thence North 00 degrees 00 minutes East (bearing basis for description) along the West line of said Southwest One-Quarter, a distance of 1297.00 feet to the point of beginning. beginning at the above described point; thence continue North 89 degrees 36 minutes 00 seconds East along the South line of Maplewood downs, Section II as recorded in Plat Book 29, page 121, in the office of the recorder of Allen County, Indiana, a distance of 505.0 feet; thence South, a distance of 110.00 feet; thence South 29 degrees 30 minutes 00 seconds West, a distance of 122.67 feet to the North line of a parcel of land owned by SV Ventures in doc. #960025025; thence North 74 degrees 49 minutes 38 seconds West along said North line, a distance of 21.76 feet to the Northwest corner of said parcel; thence South 15 degrees 10 minutes 22 seconds West along the West line of said parcel, a distance of 31.88 feet; thence North 74 degrees 47 minutes 42 seconds West, a distance of 242.10 feet; thence on a curve to the left having a radius of 151.50 feet an arc length of 41.26 feet and being subtended by a chord of 41.13 feet, bearing North 82 degrees 35 minutes 51 seconds West; thence South 89 degrees 36 minutes 00 seconds West, a distance of 100.72 feet to a point on the East right-of-way line of Maplecrest road as found in doc. #970017308 and doc. #970024200; thence North 00 degrees 14 minutes 58 seconds West along said right-of-way line, a distance of 23.22 feet; thence South 90 degrees 00 minutes West along the North line of right-of-way in doc. #970017308, a distance of 40.0 feet to a point on the West line of said Southwest One-Quarter; thence North 00 degrees 00 minutes East along said West line, a distance of 147.0 feet to the point of beginning, containing 2.182 acres of land, more or less.

EXCEPT THAT PART CONVEYED TO Fort Wayne City Utilities, by Limited Partnership Warranty Deed recorded June 18, 2024, as Instrument No. 2024030988, in the Office of the Recorder of Allen County, Indiana, described as follows, to-wit: Part of the Southwest Quarter of Section 22, Township 31 North, Range 13 East, in Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 149-114 "B", dated May 14, 2024; and being more particularly described as follows, to-wit: Commencing at the Southwest corner of said Section. 22; thence North 00 degrees 07 minutes 04 seconds East (bearings in this description arc based on a deed bearing of North 00 degrees 04

minutes 32 seconds West for the East line of line West Half of said Southwest Quarter), on and along the West line of said Southwest Quarter and within the right-of-way of Maplecrest Road, a distance of 1297.09 feet; thence North 89 degrees 36 minutes 00 seconds East, on and along the South line of Maplewood Downs, Section II, as recorded in Plat Record 29, pages 121-123, in the Office of said Recorder, a distance of 314.83 feet to a #5 rebar at the true point of beginning; thence North 89 degrees 36 minutes 00 seconds East, continuing on and along said North line, a distance of 609.09 feet to a #5 rebar at the Northeast corner of a 2.010 acre base tract of real estate described in a deed to 219 Sackman, L.P., in Document Number 2023000593 in the Office of said Recorder; thence South 36 degrees 47 minutes 30 seconds West, on and along an East line of said 2.010 acre base tract, a distance of 297.87 feet to a #5 rebar; thence South 83 degrees 31 minutes 02 seconds West, on and along a South Line of said 2.010 acre base tract, a distance of 23.50 feet to a #5 rebar; thence- South 01 degrees 06 minutes 25 seconds East on and along an last line of said 2.010 acre base tract, a distance of 53.93 feet to a #5 rebar at the most Southerly corner thereof) thence North 74 degrees 49 minutes 38 seconds West, on and along a South line of said 2.010 acre base tract and the South line of a 2.182 acre base tract of real estate described in a deed to 219 Sackman, L.P., in Document Number 2023000593, in the Office of said Recorder, a distance of 310.00 feet to a #5 rebar at a South corner of said 2182 acre base tract; thence South 15 degrees 10 minutes 22 seconds West, on and along an East line of said 2.182 acre base tract a distance of 31.88 feet to a #5 rebar at the most Southerly corner thereof; thence North 74 degrees 47 minutes 42 seconds West, on and along the South line of said 2.182 acre base tract, a distance of 242.10 feet to a #5 rebar at the point of curvature of a tangent circular curve to the left having a radius of 151.50 feet; thence Northwesterly, continuing on and along said South line, as defined by the arc of said curve, an arc distance of 41.26 feet, being subtended by a long chord having a length of 41.13 feet and a bearing of North 82 degrees 35 minutes 51 seconds West to a survey nail; thence North 89 degrees 07 minutes 38 seconds East, a distance of 126.52 feet to a #5 rebar; thence North 43 degrees 51 minutes 45 seconds East, a distance of 69.29 feet to a #5 rebar, thence North 00 degrees 24 minutes 00 seconds West, a distance of 119.83 feet to the true point of beginning, containing 3.011 acres of land.

Parcel II: (Easement)

A non-exclusive easement for pedestrian and vehicular ingress and egress as set forth in Reciprocal Access Easement Agreement dated January 3, 2023, and recorded January 6, 2023, in Instrument Number 2023000597 in the Office of the Recorder of Allen County, Indiana.

FACT SHEET

Case #REZ-2025-0004 Bill # Z-25-02-07 Project Start: February 2025

PROPOSAL:	Rezoning Petition REZ-2025-0004 – WhiteWater Car Wash
APPLICANT:	ERPO LLC (Jeff Justice)
REQUEST:	To rezone 1.18 acres from R1/Single Family Residential and C2/Limited Commercial to C3/General Commercial to permit a car wash.
LOCATION:	4800 Maplecrest Road (Section 22 of St. Joseph Township)
LAND AREA:	1.18 acres
PRESENT ZONING:	R1/Single Family Residential and C2/Limited Commercial
PROPOSED ZONING:	C3/General Commercial
COUNCIL DISTRICT:	1 – Paul Ensley
SPONSOR:	Fort Wayne Plan Commission

March 10, 2025 Public Hearing

- No one spoke in support.
- Four people spoke with concerns.
- One petition was received
- Karen Richards and Paul Sauerteig were absent.

March 17, 2025 Business Meeting

Plan Commission Recommendation: DO PASS, with a Written Commitment

A motion was made by Patrick Zaharako and seconded by Rachel Tobin-Smith to return the ordinance with a Do Pass recommendation, with a written commitment, to Common Council for their final decision.

7-0 MOTION PASSED

- Karen Richards and Paul Sauerteig were absent.

Fact Sheet Prepared by:
Karen Couture, Associate Land Use Planner
April 7, 2025

PROJECT SUMMARY

The applicant is requesting to rezone the parcel from R1/Single Family Residential and C2/Limited Commercial to approve a primary development plan for a car wash. The site is located on the northeast corner of Maplecrest Road and Stellhorn Plaza Access intersection. The site is adjacent to residential zoning to the north, east, and west. They consist of single-family residential subdivisions and a multiple family development (southwest). The properties to the south are zoned commercial and consist of multitenant commercial as well as a self-storage business (Stellhorn Plaza). Immediately east of the site is open land used as regional detention along the Bullerman Drain.

The submitted development plan consists of a 4,334 square foot carwash. Access is shown at two points, one directly onto Maplecrest and the other through the existing Stellhorn Plaza Access Road. Fort Wayne Traffic Engineering noted that access onto Maplecrest will be limited to right in right out only and a center median will be required to be installed. The car wash structure is located on the south side of the site with parking near the center. The drive to enter the car wash is located on the north side of the site adjacent to the residential subdivision. The applicant is proposing a landscape plan that includes trees and shrubs adjacent to the residential zoning districts. The applicant is also proposing a privacy fence along the north side of the property adjacent to the residential subdivision. The applicant submitted a draft written commitment that limits some of the more intense uses that would be permitted in the C3/General Commercial zoning district.

COMPREHENSIVE PLAN REVIEW

Future Growth and Development Map, Goals, and Strategies

- The project site is located within the Urban Infill Area. Development in urban infill areas should be focused on vacant lots within neighborhoods and commercial or industrial areas already served by infrastructure.
- The following Goal would be applicable and supportive of this request:
LUD1 – Encourage compatible infill development and redevelopment in the Urban Infill and Priority Investment Areas

Overall Land Use Policies

- None apply.

Generalized Future Land Use Map

- The project site is located within the Community Commercial generalized land use category.
- Adjacent properties are categorized as Suburban Neighborhood to the north and west. Community Commercial is adjacent to the east and south.

Overall Land Use Related Action Steps

- **LUD Goal 1** Encourage compatible infill development and redevelopment in the Urban Infill and Priority Investment Areas.

Compatibility Matrix

- This proposed use is permitted in C3/General Commercial which is considered compatible with Community Commercial and potentially compatible with Suburban Neighborhood. The applicant has included additional landscaping as well as a written commitment to limit some of the more intense uses on a site so close to residential homes.

Other Applicable Plans: None

PUBLIC HEARING SUMMARY:

Presenter: Brad Osborne (VP of Operations) presented the request as outlined above. Erin McMacken (Engineer for project) offered Written Commitment and continued landscaping along north property line.

Public Comments:

Ken Gumbert (6210 Bohde Trl): Concerns with traffic (people turn around in driveway); property values; safety.

Mike Crawshaw (4912 Forest Grove Dr): Concerns with traffic; safety; accessibility.

Kip Sipe (4619 Maple Terrace Pkwy): Concerns with losing existing buffer (vacant land); lights.

Randy Renken (6335 Mapledowns Dr): Concerns with increased traffic; wastewater drainage.

Rebuttal: Brad Osborne stated the company would like to have a community meeting and appreciate the public comments; the shopping center gave cross access; the open space does have an open drain and will go before the Allen County Drainage Board as required; the lighting will be turned off one-half hour before closing; water will be treated and released to the city stormwater drains.

To the Fort Wayne Department of Planning Services, this petition is a list of Bohde Grove Association property owners who oppose the idea of rezoning 4800 Maplecrest Road to C3/General Commercial for use as a carwash. The reason for opposition is as follows:

- Decreased property values
- Increased traffic on Maplecrest Road
- Increased noise in our neighborhood
- Increased hazards of entering and exiting our neighborhood
- We already have traffic in our neighborhood from non-residents who are using our streets as a turn-around due to a lack of a left turn possibility from the parking lot on the East side of Maplecrest Road. A car wash operating at this location would only make this turn-around traffic worse.

Property Owner's name:

Address:

Mark & Esther Filpus	6028 Manchester
Janet Willig	4911 Forest Grove
Emelinda Acosta	6125 Midwood Drive
Michael Acosta	6125 Midwood Dr.
Barb Blossom	4808 London Lane
Richard J. Blossom	4808 London Ln.
Latonia Jones	4912 London Lane
KAREN TAYLOR	5021 MAPLECREST
STEVE TAYLOR	5021 MAPLECREST
CHRIS MAST	MIDWOOD
Geraed & Irene Andem	6201 Manchester Dr.,
Daniel & Diana Peters	6123 Bohde Trail
Roselyn A. Anderson	6106 Bohde Trail
Emma Robinson	6103 Bohde Tr.
Adam Bohde	6010 Midwood Dr.
Leticia R. Dobbens	6010 Midwood Dr.

To the Fort Wayne Department of Planning Services, this petition is a list of Bohde Grove Association property owners who oppose the idea of rezoning 4800 Maplecrest Road to C3/General Commercial for use as a carwash. The reason for opposition is as follows:

- Decreased property values
- Increased traffic on Maplecrest Road
- Increased noise in our neighborhood
- Increased hazards of entering and exiting our neighborhood
- We already have traffic in our neighborhood from non-residents who are using our streets as a turn-around due to a lack of a left turn possibility from the parking lot on the East side of Maplecrest Road. A car wash operating at this location would only make this turn-around traffic worse.

Property Owner's name:

Address:

<u>Gary Willig (Gary Willig)</u>	<u>4911 Forest Grove Drive</u>
<u>Janel Willig</u>	<u>6211 Manchester Dr.</u>
<u>Mike & Cheri Cronston (Mike & Cheri Cronshaw)</u>	<u>4912 Forest Grove Dr</u>
<u>(Hitet Os) Petrova</u>	<u>4905 Timberland Dr.</u>
<u>Tameka Johnson</u>	<u>4831 Timberland Dr.</u>
<u>John Ford</u>	<u>6502 Ashbridge Dr</u>
<u>3515</u>	<u>4915 Timberland Dr</u>
<u>Mary Lou Bragg</u>	<u>6408 Mapledowns Dr.</u>
<u>Terry Bragg</u>	<u>6407 Mapledowns Dr</u>
<u>Janice Cline</u>	<u>6328 Mapledowns Dr</u>
<u>John Cline</u>	<u>6318 Mapledowns Dr.</u>
<u>John Cline</u>	<u>6206 Midwood Drive</u>
<u>John Cline</u>	<u>6206 Midwood Drive</u>
<u>Karen Mast</u>	<u>6216 Midwood Drive</u>
<u>GARY KUBER</u>	<u>6220 Bohde Trl</u>
<u>Robert Henry</u>	<u>6122 Bohde Trl</u>
<u>5555</u>	<u>6038 Bohde Trl</u>

To the Fort Wayne Department of Planning Services, this petition is a list of Bohde Grove Association property owners who oppose the idea of rezoning 4800 Maplecrest Road to C3/General Commercial for use as a carwash. The reason for opposition is as follows:

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- Increased traffic on Maplecrest Road
- Increased noise in our neighborhood
- Increased hazards of entering and exiting our neighborhood
- We already have traffic in our neighborhood from non-residents who are using our streets as a turn-around due to a lack of a left turn possibility from the parking lot on the East side of Maplecrest Road. A car wash operating at this location would only make this turn-around traffic worse.

Property Owner's name:

Address:

R. J. H.	6030 BOWDE TRAIL
Kenny Ferguson	4731 Forest Grove Dr
Catherine Eichman	4821 FOREST GROVE
Rest J. W.	4821 Forest Grove
Jacqui Russell	5121 Pheasant Run
Mark J. Smith	" "
Clare Smith	6032 Manchester Dr.
Tina Williamson	6025 Manchester
KENNETH GUMBERT	6210 BOWDE TRAIL

City of Fort Wayne Common Council

DIGEST SHEET

Department of Planning Services

Title of Ordinance: Zoning Map Amendment
Case Number: REZ-2025-0004
Bill Number: Z-25-02-07
Council District: 1 – Paul Ensley

Introduction Date: February 25, 2025

Plan Commission
Public Hearing Date: March 10, 2025 (not heard by Council)

Next Council Action: Ordinance will return to Council after recommendation by the Plan Commission

Synopsis of Ordinance: To rezone 1.18 acres from R1/Single Family Residential and C2/Limited Commercial to C3/General Commercial

Location: 4800 Maplecrest Road (Section 22 of St. Joseph Township)

Reason for Request: To permit a car wash.

Applicant: ERPO LLC (Jeff Justice)

Property Owner: 219 Sackman LP

Related Petitions: Primary Development Plan – WhiteWater Car Wash

Effect of Passage: Property will be rezoned to the C3/General Commercial zoning district, which would permit a car wash.

Effect of Non-Passage: Property will remain zoned R1/Single Family Residential and C2/Limited Commercial, which does not permit a car wash. The site may continue with existing uses, and may be redeveloped with single family residential and limited commercial uses.

FORT WAYNE PLAN COMMISSION • FINDINGS OF FACT

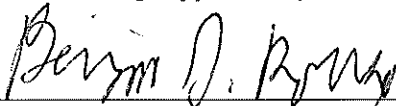
Rezoning Petition REZ-2025-0004 – Whitewater Car Wash

APPLICANT: EROP, LLC
REQUEST: To rezone property from R1/Single Family Residential and C2/Limited Commercial to C3/General Commercial for a car wash.
LOCATION: 4800 Maplecrest Road east of its intersection with Bohde Trail (Section 22 of St. Joseph Township)
LAND AREA: 1.18 acres
PRESENT ZONING: R1/Single Family Residential and C2/Limited Commercial
PROPOSED ZONING: C3/General Commercial

The Plan Commission recommends that Rezoning Petition REZ-2025-0004 be returned to Council, with a Written Commitment, with a “Do Pass” recommendation after considering the following:

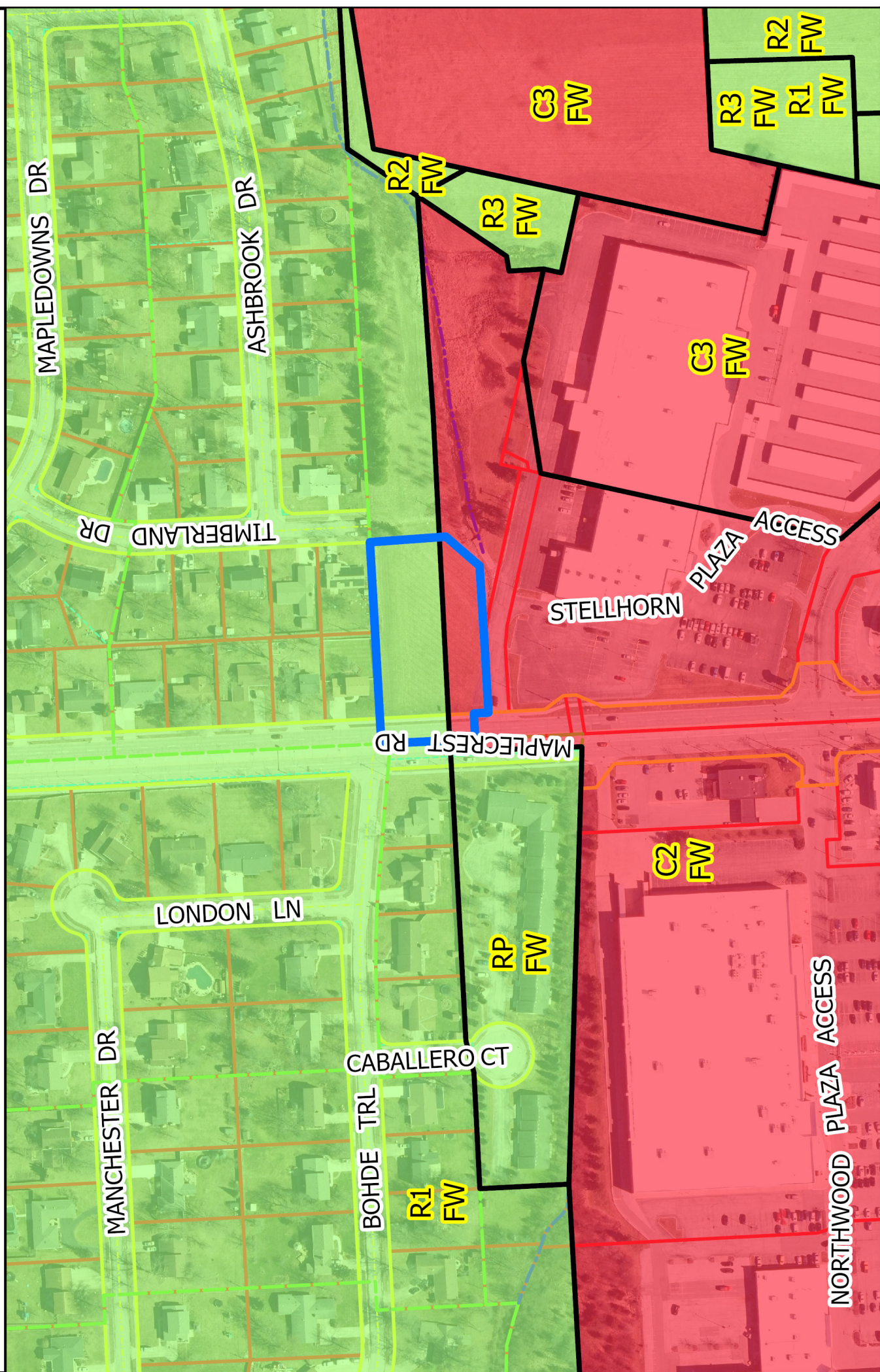
1. Approval of the rezoning request will be in substantial compliance with the City of Fort Wayne Comprehensive Plan, and should not establish an undesirable precedent in the area. The petition includes a written commitment to limit incompatible intense retail uses that are otherwise permitted in the C3/General Commercial district. The rezoning petition will provide an amenity that is close in proximity to residential areas, which is a land use goal in the All in Allen Comprehensive Plan.
2. Approval of the request will not have an adverse impact on the current conditions in the area, or the character of current structures and uses in the area. The applicant is proposing a robust landscape plan including a privacy fence along the north property line which is adjacent to a single-family subdivision.
3. Approval is consistent with the preservation of property values in the area. This proposal will allow reinvestment into the area and is adjacent to developed commercial property to the south and southeast. The new zoning gives the property owner flexibility to invest in the property commercially.
4. Approval is consistent with responsible development and growth principles based on existing uses and infrastructure in the area. The site is served by adequate infrastructure and is a part of a developed shopping center. The site has never been developed. The development will be thoroughly reviewed by the appropriate agencies to ensure the development meets all applicable standards.

These findings approved by the Fort Wayne Plan Commission on March 17, 2025.



Benjamin J. Roussel
Executive Director
Secretary to the Commission





Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

© 2004 Board of Commissioners of the County of Allen
North American Datum 1983
State Plane Coordinate System, Indiana East
Photos and Contours: Spring 2009
Date: 2/17/2005



PROPOSED
WRITTEN COMMITMENT

THIS WRITTEN COMMITMENT ("Commitment") is made this ____ day of March 2025 by EROP LLC, an Illinois limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 1.22 acres of real estate located in Fort Wayne, Allen County, Indiana, the legal description of which is attached hereto as Exhibit "A" (the "Real Estate"); and

WHEREAS, Declarant submitted a rezoning petition with respect to the Real Estate to rezone the Real Estate from R1 and C2 to C3, bearing number REZ-2025-____ (the "Petition"), which Petition has been approved by the City of Fort Wayne Plan Commission (the "Plan Commission (the "Plan Commission") and the Fort Wayne Common Council ("City Council"); and

WHEREAS, Declarant has offered this Commitment, voluntarily, pursuant to Indiana Code 36-7-4-1015, for the purpose of limiting certain uses for the Real Estate; and

WHEREAS, in conjunction with the Petition, the Plan Commission has accepted Declarant's offer of this Commitment and its recordation with the Allen County, Indiana, Recorder's Office upon approval of the Petition by the Plan Commission and City Council.

NOW, THEREFORE, in consideration of the above and foregoing recitals, Declarant hereby impresses upon the Real Estate certain restrictions and covenants which shall run with the Real Estate and be binding upon Declarant and all future owners of the Real Estate, and all lessees of all or any portion of the Real Estate.

1. Prohibited Uses. Subject to the terms and conditions herein contained, the following uses shall be prohibited upon the Real Estate:

- 1) Adult care center
- 2) Adult care home
- 3) Assisted living facility
- 4) Auction service
- 5) Auto Repair Service
- 6) Automobile Sales
- 7) Boarding/lodging house
- 8) Campus housing
- 9) Catalog showroom
- 10) Child care home (class I or II)
- 11) Commercial Communication Tower but permitted as incidental to another permitted use
- 12) Dating service
- 13) Day care
- 14) Educational institution
- 15) Flea Market
- 16) Fraternity house
- 17) Gas Station
- 18) Go-Kart Facility
- 19) Golf course – miniature
- 20) Ground mounted solar panel arrays as a free standing entity without additional use of the land but permitted as incidental to another commercial use.
- 21) Group residential facility (small)
- 22) Home business
- 23) Homeless/emergency shelter
- 24) Hospital
- 25) Manufactured home
- 26) Manufactured homes

- 27) Motor Vehicle auction
- 28) Multiple family complex
- 29) Multiple family dwelling
- 30) Nursing home
- 31) Pawn Shop
- 32) Radio station
- 33) Residential dwelling unit
- 34) Residential facility for homeless individuals
- 35) Retirement facility
- 36) Riding Stable
- 37) School
- 38) Security service
- 39) Shooting range
- 40) Social service agency
- 41) Sorority house
- 42) Tobacco Store
- 43) Television station
- 44) Towing Service
- 45) Townhouse complex
- 46) Tree Service
- 47) Utility facility – private – if this is sole use of the property but permitted if incidental to another commercial use
- 48) Wind Conversion system – if this is sole use of the property but permitted if incidental to another commercial use
- 49) Wind energy conversion system (micro) as a free standing entity without additional use of the land but permitted as incidental to another commercial use.
- 50) Wind towers as free standing sole use of the property but permitted if incidental to another commercial use
- 51) Zipline

52) Zoo

2. Permitted Uses. Any use otherwise permitted in a C-3 zoning district pursuant to the Ordinance which is not expressly prohibited pursuant to Section 1 above shall be a permitted use upon the Real Estate.
3. Other Commitments: Declarant agrees that the landscaping, earthen berm, and fence on the earthen berm that is along the northern border of the premises shall remain, be maintained, and replaced if plants die in perpetuity in accordance with the approved Site Development Plans prepared by Stonefield Engineering & Design as project # DET-240355.
4. Permits. No permits shall be issued under the zoning ordinance by the Zoning Administrator, or any successor agency having zoning jurisdiction over the Real Estate, until this Commitment is recorded with the Allen County Recorder. The Declarant shall deliver to the Zoning Administrator and the Plan Commission an executed and recorded copy of this Commitment.
5. Binding Effect, Modification, and Termination. This Commitment shall run with the Real Estate, and shall be binding upon the Declarant and 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 only by a decision of the Plan Commission, following a public hearing held by the Plan Commission wherein notice has been given as provided by the Plan Commission's rules of procedure. The Plan Commission shall have the discretion whether to approve or deny any proposed modification or termination of this Commitment. This Commitment may be modified or terminated by the Plan Commission making findings of fact that the proposed modification or termination is required because: (a) there is a substantial change in circumstances from the time of the original Commitment; (b) the proposed modification or termination is in substantial compliance with the Comprehensive Plan; (c) the proposed modification or termination is consistent with the Plan Commission's prior approval; and (d) the application of the terms of the original Commitment would cause an unnecessary hardship absent the modification or termination. Further, pursuant to I.C. 36-7-4-1015(b)(4), this Commitment shall automatically terminate if: (i) the zoning district

or classification applicable to the Real Estate is changed; or (ii) if the land use to which this Commitment relates is changed.

6. Recording. Declarant or Applicant shall, at Declarant's or Applicant's expense, record this Commitment with the Allen County Recorder and shall provide two copies of the recorded Commitment to the Zoning Administrator.
7. Enforcement. Any violation of this Commitment shall be deemed a violation of the zoning ordinance in effect at the 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 Plan Commission or any enforcement official designated in the zoning ordinance, or any successor agency having zoning jurisdiction over the Real Estate. Pursuant to I.C. §36-7-4-1015, the Plan Commission or any enforcement official designated in the zoning ordinance, shall be entitled to all legal and equitable remedies available, including specific performance and injunctive relief, for any violation of this Commitment. The enforcement rights of the Plan Commission or any enforcement official designated in the zoning ordinance are cumulative, not exclusive. This Commitment may be enforced by any successor commission or enforcement official having zoning jurisdiction over the Real Estate.
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. Governing Law. This Commitment, including the restrictions and covenants hereunder, shall be governed by the laws of the State of Indiana.
10. Effective Date. The effective date ("Effective Date") of this Commitment shall be the date of its recordation with the Office of the Recorder of Allen County, Indiana.

"DECLARANT"

EROP LLC

By: _____

Printed Name: Jeff Justice

Title: Assistant Manager

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, this
__ day of _____, 2025, personally appeared _____
_____ and acknowledged the execution of the foregoing. In witness whereof, I have
hereunto subscribed my name and affixed my official seal.

Notary Public

My Commission Expires: _____

My County of Residence: _____

THIS INSTRUMENT prepared by: Name and address_____.

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. Jeff Justice

When Recorded, mail to: EROP LLC, 3130 N Kandy Lane, Ste A, Decatur, IL 62526

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Parcel I: (Fee Simple)

A parcel of land located in the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East in Allen County, Indiana and more particularly described as follows: Commencing at the Southwest corner of the Southwest One-Quarter of Section 22, Township 31 North, Range 13 East as now described; thence North 00 degrees 00 minutes East (bearing basis for description) along the West line of said Southwest One-Quarter, a distance of 1297.00 feet to the point of beginning. beginning at the above described point; thence continue North 89 degrees 36 minutes 00 seconds East along the South line of Maplewood downs, Section II as recorded in Plat Book 29, page 121, in the office of the recorder of Allen County, Indiana, a distance of 505.0 feet; thence South, a distance of 110.00 feet; thence South 29 degrees 30 minutes 00 seconds West, a distance of 122.67 feet to the North line of a parcel of land owned by SV Ventures in doc. #960025025; thence North 74 degrees 49 minutes 38 seconds West along said North line, a distance of 21.76 feet to the Northwest corner of said parcel; thence South 15 degrees 10 minutes 22 seconds West along the West line of said parcel, a distance of 31.88 feet; thence North 74 degrees 47 minutes 42 seconds West, a distance of 242.10 feet; thence on a curve to the left having a radius of 151.50 feet an arc length of 41.26 feet and being subtended by a chord of 41.13 feet, bearing North 82 degrees 35 minutes 51 seconds West; thence South 89 degrees 36 minutes 00 seconds West, a distance of 100.72 feet to a point on the East right-of-way line of Maplecrest road as found in doc. #970017308 and doc. #970024200; thence North 00 degrees 14 minutes 58 seconds West along said right-of-way line, a distance of 23.22 feet; thence South 90 degrees 00 minutes West along the North line of right-of-way in doc. #970017308, a distance of 40.0 feet to a point on the West line of said Southwest One-Quarter; thence North 00 degrees 00 minutes East along said West line, a distance of 147.0 feet to the point of beginning, containing 2.182 acres of land, more or less.

EXCEPT THAT PART CONVEYED TO Fort Wayne City Utilities, by Limited Partnership Warranty Deed recorded June 18, 2024, as Instrument No. 2024030988, in the Office of the Recorder of Allen County, Indiana, described as follows, to-wit: Part of the Southwest Quarter of Section 22, Township 31 North, Range 13 East, in Allen County, Indiana, based on an original survey by Joseph R. Herendeen, Indiana Professional Surveyor Number 20900190 of Sauer Land Surveying, Inc., Survey No. 149-114 "B", dated May 14, 2024; and being more particularly described as follows, to-wit: Commencing at the Southwest corner of said Section. 22; thence North 00 degrees 07 minutes 04 seconds East (bearings in this description arc based on a deed bearing of North 00 degrees 04

minutes 32 seconds West for the East line of line West Half of said Southwest Quarter), on and along the West line of said Southwest Quarter and within the right-of-way of Maplecrest Road, a distance of 1297.09 feet; thence North 89 degrees 36 minutes 00 seconds East, on and along the South line of Maplewood Downs, Section II, as recorded in Plat Record 29, pages 121-123, in the Office of said Recorder, a distance of 314.83 feet to a #5 rebar at the true point of beginning; thence North 89 degrees 36 minutes 00 seconds East, continuing on and along said North line, a distance of 609.09 feet to a #5 rebar at the Northeast corner of a 2.010 acre base tract of real estate described in a deed to 219 Sackman, L.P., in Document Number 2023000593 in the Office of said Recorder; thence South 36 degrees 47 minutes 30 seconds West, on and along an East line of said 2.010 acre base tract, a distance of 297.87 feet to a #5 rebar; thence South 83 degrees 31 minutes 02 seconds West, on and along a South Line of said 2.010 acre base tract, a distance of 23.50 feet to a #5 rebar; thence- South 01 degrees 06 minutes 25 seconds East on and along an last line of said 2.010 acre base tract, a distance of 53.93 feet to a #5 rebar at the most Southerly corner thereof) thence North 74 degrees 49 minutes 38 seconds West, on and along a South line of said 2.010 acre base tract and the South line of a 2.182 acre base tract of real estate described in a deed to 219 Sackman, L.P., in Document Number 2023000593, in the Office of said Recorder, a distance of 310.00 feet to a #5 rebar at a South corner of said 2182 acre base tract; thence South 15 degrees 10 minutes 22 seconds West, on and along an East line of said 2.182 acre base tract a distance of 31.88 feet to a #5 rebar at the most Southerly corner thereof; thence North 74 degrees 47 minutes 42 seconds West, on and along the South line of said 2.182 acre base tract, a distance of 242.10 feet to a #5 rebar at the point of curvature of a tangent circular curve to the left having a radius of 151.50 feet; thence Northwesterly, continuing on and along said South line, as defined by the arc of said curve, an arc distance of 41.26 feet, being subtended by a long chord having a length of 41.13 feet and a bearing of North 82 degrees 35 minutes 51 seconds West to a survey nail; thence North 89 degrees 07 minutes 38 seconds East, a distance of 126.52 feet to a #5 rebar; thence North 43 degrees 51 minutes 45 seconds East, a distance of 69.29 feet to a #5 rebar, thence North 00 degrees 24 minutes 00 seconds West, a distance of 119.83 feet to the true point of beginning, containing 3.011 acres of land.

Parcel II: (Easement)

A non-exclusive easement for pedestrian and vehicular ingress and egress as set forth in Reciprocal Access Easement Agreement dated January 3, 2023, and recorded January 6, 2023, in Instrument Number 2023000597 in the Office of the Recorder of Allen County, Indiana.