



### .74± ACRES ZONED C2 ON US HWY 6 IN PORTAGE, IN



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### **Auction Sales Map**







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## Sample Agreement of **Purchase and Sale**



THIS AGREEMENT is dated for reference on September 3, 2019

#### **BETWEEN:**

GRTN, LLC (the "Seller")

#### AND

(the "Purchaser").

- AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
  - 1. HIGH BID PRICE: \$0.00
  - 2. 10% BUYER'S PREMIUM: \$0.00
  - 3. PURCHASE PRICE: \$0.00
  - 4. The Purchase Price shall be paid as follows:
    - 1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Metropolitan Title of Indiana, LLC, 4100 Edison Lakes Parkway, Ste 120, 46545 Mishawaka, Indiana, United States, work:(574) 271-2450, work: hipsher@metrotci.com, Lauren Hipsher, Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$0.00. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
    - 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.
    - 3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
- 2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local



# Sample Agreement of Purchase and Sale



time, on October 12, 2019. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a general warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.

- 3. POSSESSION: The Purchaser will receive possession at closing, subject to the rights of parties in possession and existing leases, if any.
- 4. CLOSING COSTS:
  - 1. The Seller shall pay the following closing costs:
    - 1. Costs to search the title and prepare the title commitment;
    - 2. Costs to prepare the deed;
    - 3. 50% of the closing agent's cost to close the sale; and
    - 4. Any legal counsel retained by Owner in connection with the conveyance of the Property.
  - 2. The Purchaser shall pay the following costs:
    - 1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
    - 2. Any special endorsements to the title policy;
    - Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
    - 4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
    - 5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
    - 6. 50% of the closing agent's cost to close the sale; and
    - 7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.
- 5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year. Any and all greenbelt rollback taxes will be the responsibility of the Purchaser.
- 6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and





sufficient for the issuance of an owner's title insurance policy.

- 7. TITLE: Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
  - 1. all standard exclusions and printed exceptions set forth in the Title Commitment,
  - 2. liens for taxes not yet due and payable,
  - 3. easements for public utilities affecting the Property
  - 4. all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property,
  - 5. rights and claims of parties in possession and
  - 6. all permitted title exceptions referenced in the Title Commitment.
  - 7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
- 8. CONDITION OF THE PROPERTY: The purchaser shall accept the Property in an "as-is" condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser's responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.

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# Sample Agreement of Purchase and Sale



- 9. BREACH OF CONTRACT BY SELLER: If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.
- 10. BREACH OF CONTRACT BY PURCHASER: If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
- 11. AUCTIONEER'S AGENCY DISCLOSURE: The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
- 12. OTHER:
  - 1. Time: Time is of the essence hereof.
  - 2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written. 3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
  - 3. Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
  - 4. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
  - 5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
  - 6. Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.



### Sample Agreement of Purchase and Sale



- 7. Entire Agreement: This Agreement constitutes the entire agreement between the Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.
- 8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
  - 1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:
    - 1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
    - 2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

See following pages for electronic signatures.

### **Exhibit A: Description of Property**

Auction Tract: 1 1.05 +/- Acres









STATE OF INDIANA

IN THE PORTER SUPERIOR COURT

**COUNTY OF PORTER** 

GRTN, LLC

Plaintiff

SS:

And

CALKO, LLC CITY OF PORTAGE A NORTH, LLC JP MORGAN CHASE BANK NA JP MORGAN CHASE BANK NA CALKO, LLC PORTAGE UTILITY SERVICES CALKO, LLC PORTAGE UTILITY SERVICES CALKO, LLC CALKO, LLC CALKO, LLC COLFIN BULLS FUNDING A, LLC COLFIN BULLS FUNDING A, LLC IN BANK INDIANA DEPT. OF REVENUE MB FINANCIAL BANK NA IN BANK LEES INNS OF AMERICA, INC. FIRST FINANCIAL BANK NA LEES INNS OF AMERICA, INC. FIRST FINANCIAL BANK NA LEE GROUP HOLDING CO., LLC BRENDA R. LEE WILLIAM R. LEE IRREVOCABLE TRUST WILLIAM R. LEE IRREVOCABLE TRUST WILLIAM R. LEE IRREVOCABLE TRUST ELIZABETH PATTERSON HARPER & HARPER, LLC DR. ANDY KOULTOURIDES, DDS, PC PORTAGE UTILITY SERVICES SCOTT PATTERSON SCOTT PATTERSON

AND THE UNKNOWN HUSBAND, WIFE, WIDOW, WIDOWER, CHILD, CHILDREN, DESCENDANTS, HEIRS, SURVIVING SPOUSES, CREDITORS AND ADMINISTRATORS OF THE ESTATE; DEVISEES, LEGATEES, TRUSTEES, EXECUTORS OF THE LAST WILL AND TESTAMENTS; SUCCESSORS IN INTEREST AND ASSIGNS, RESPECTFULLY, OF EACH OF THE FORGOING PERSONS, ALL OF WHOM ARE UNKNOWN TO PLAINTIEF. WHOM ARE UNKNOWN TO PLAINTIFF;

ALL OF THE WOMEN ONCE KNOWN BY ANY OF THE NAMES AND DESIGNATIONS ABOVE STATED WHOSE NAMES MAY HAVE BEEN CHANGED AND WHO ARE NOW KNOWN BY OTHER NAMES; THE NAMES OF ALL WHOM ARE UNKNOWN TO THE PLAINTIFF, AS THE SPOUSES OF EACH OF THE PERSONS NAMED ABOVE, OR DESCRIBED AND DESIGNATED AS DEFENDANTS IN THIS ACTION WHO ARE MARRIED; THE NAMES OF ALL OF WHOM ARE UNKNOWN TO PLAINTIFF;

ALL PERSONS AND CORPORATIONS WHO ASSERT OR MIGHT ASSERT ANY TITLE, CLAIM OR INTEREST IN OR LIEN UPON THE REAL ESTATE AND INTEREST THEREIN DESCRIBED IN THE COMPLAINT IN THIS ACTION BY, UNDER OR THROUGH ANY OF THE DEFENDANTS IN THIS ACTION NAMED,

**2018 TERM** 

CAUSE NO: 64D05-1802-MI-001414

FILED IN OPEN COURT JUL 3 0 2018

DECREE QUIETING TITLE

May R Haye Porter Circuit and Superior Court



DESCRIBED OR DESIGNATED IN THIS COMPLAINT AND ABOVE NAMED; ALL OF WHOM ARE UNKNOWN TO THIS PLAINTIFF. Defendant(s)

#### DECREE QUIETING TITLE

Comes now the Plaintiff, in the above entitled cause, by counsel, and having filed its "Motion to Enter Decree Quieting Title," which Motion is on file with the Court and made a part of the record herein.

And the Court having seen and examined said notice, proof of publication and Clerk's return on service of publication, now finds that notice has been duly given of this action as provided by law, by the publication thereof once each week for three (3) consecutive weeks in a newspaper of general circulation printed and published in the County, the last of said publications being thirty (30) days prior to this date. The residence of said Defendants and each of them is unknown to the Plaintiff and upon diligent search cannot be ascertained.

Comes now the Plaintiff and files herein the Clerk's proof of mailing of notice by registered/certified mail to those Defendants whose addresses are unknown together with the proof of delivery showing said certified mail has in fact been delivered to the Defendants.

By reason of the service by First Class and certified mail, the Court now finds that proper notice by publication has been given to all of said Defendants, to-wit:

tion has been given to all of said Defendants, to-wit: CALKO, LLC CITY OF PORTAGE A NORTH, LLC JP MORGAN CHASE BANK NA JP MORGAN CHASE BANK NA CALKO, LLC PORTAGE UTILITY SERVICES CALKO, LLC VERRY ENTERPRISES, LLC COLFIN BULLS FUNDING A, LLC COLFIN BULLS FUNDING A, LLC COLFIN BULLS FUNDING A, LLC IN BANK IN DANK DEPT. OF REVENUE INDIANA DEPT. OF REVENUE MB FINANCIAL BANK NA IN BANK IN BANK LEES INNS OF AMERICA, INC. FIRST FINANCIAL BANK NA LEE GROUP HOLDING CO., LLC BRENDA R. LEE WILLIAM R. LEE IRREVOCABLE TRUST WILLIAM R

AND THE UNKNOWN HUSBAND, WIFE, WIDOW, WIDOWER, CHILD, CHILDREN, DESCENDANTS, HEIRS, SURVIVING SPOUSES, CREDITORS AND ADMINISTRATORS OF THE ESTATE; DEVISEES, LEGATEES, TRUSTEES, EXECUTORS OF THE LAST WILL AND TESTAMENTS; SUCCESSORS IN INTEREST AND ASSIGNS, RESPECTFULLY, OF EACH OF THE FORGOING PERSONS, ALL OF WHOM ARE UNKNOWN TO PLAINTIFF;

ALL OF THE WOMEN ONCE KNOWN BY ANY OF THE NAMES AND DESIGNATIONS ABOVE STATED WHOSE NAMES MAY HAVE BEEN CHANGED AND WHO ARE NOW KNOWN BY OTHER

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NAMES; THE NAMES OF ALL WHOM ARE UNKNOWN TO THE PLAINTIFF, AS THE SPOUSES OF EACH OF THE PERSONS NAMED ABOVE, OR DESCRIBED AND DESIGNATED AS DEFENDANTS IN THIS ACTION WHO ARE MARRIED; THE NAMES OF ALL OF WHOM ARE UNKNOWN TO PLAINTIFF;

ALL PERSONS AND CORPORATIONS WHO ASSERT OR MIGHT ASSERT ANY TITLE, CLAIM OR INTEREST IN OR LIEN UPON THE REAL ESTATE AND INTEREST THEREIN DESCRIBED IN THE COMPLAINT IN THIS ACTION BY, UNDER OR THROUGH ANY OF THE DEFENDANTS IN THIS ACTION NAMED, DESCRIBED OR DESIGNATED IN THIS COMPLAINT AND ABOVE NAMED; ALL OF WHOM ARE UNKNOWN TO THIS PLAINTIFF. Defendants

Now, upon motion of the Plaintiff, each and all of the Defendants in this cause, except for Stephen G. Wright, William R. Lee Revocable Trust, City of Portage and Portage Utility Services, which have appeared and disclaimed interest herein, are three (3) times audibly called in open Court but come not and herein wholly make default.

The Plaintiff now files the Affidavit of Jon L. Orlosky attorney for the Plaintiff showing that the Plaintiff has no knowledge as to whether or not any of said Defendants are in the armed forces of the United States or any of its allies.

This cause is now submitted to the Court for trial and judgment and decree without the intervention of a jury and the Court having heard the evidence and being sufficiently advised in the premises now finds as follows:

- That this Court has jurisdiction of the real estate as described in the complaint herein and has jurisdiction over each and all of the Defendants to said complaint with respect to said real estate.
- 2. That none of the individual Defendants named in this action are in the military service. That it cannot be determined whether or not the individual Defendants whose names are unknown are in the military service. That such unknown Defendants have no material interest in the real estate sought to be affected by this action, and it is not necessary in order to protect the rights of such Defendants for the Court to impose any conditions upon the entry of a judgment herein.

3. That the Plaintiff has named as Defendants all persons and corporations disclosed by the public records of Porter County, Indiana, by, under or through which any claim, right or interest in said land might possibly be asserted. That said Plaintiff has been unable, upon diligent search, to learn whether or not the persons so named are living or dead, or as to their legal residence, or whether or not they are married or single, or the names or whereabouts of the husbands, wives, widows or widowers of such persons so named as Defendants, if in fact there were such husbands, wives, widows or widowers, except where it is otherwise shown in Plaintiff's complaint or the names or whereabouts of such persons, heirs or devisees if they be dead.

4. That each and all of the allegations of Plaintiff's complaint are true and Plaintiff is entitled to the relief therein prayed for.

5. That at the commencement of this action the Plaintiff was, and is now the

	owner in tee simple	e and in possession of all of the real estate in said	
	complaint described	and as hereinabove described, and that said Plaintiff has	
	full and complete rig	ht, title and interest in and to said described real estate as	
	Defendents is said a	of the persons and corporations named and designated as	
	and an account the w	omplaint and all persons claiming by and through them	
	claiming by through	orld. That any claims of said Defendants and all persons a or under them, in and to said real estate are wholly	
	adverse to the owne	ership to the Plaintiffs herein and are unfounded and	
	without right and a cl	oud upon Plaintiff's title to said real estate.	
		oue apon i familit s the to sale real estate.	
	6. That this Plaintiff is	entitled to have this Court quiet Plaintiff's title to said	
	described real estate	e and forever set Plaintiff's title at rest against the	
	Detendants and each	of them, and all persons claiming by, through and under	
	them, and against the	e whole world and to have this Court perpetually enjoin	
	and restrain each and	all of the Defendants and persons claiming by, through	
		he whole world, from claiming or asserting any title in	
	and to the real estate of	described in the complaint which is adverse to or which	
	continets in any way v	with the Plaintiff's title and possession of said real estate.	
IT IS	THEREFORE ORDER	ED, ADJUDGED AND DECREED by the Court;	
	1 That the Plaintiff CI	OTN LLC is the evener in fee simple of the Cill	
	described real estate l	<b>RTN, LLC</b> , is the owner in fee simple of the following ocated in <b>Porter</b> County, State of Indiana, to-wit:	
Α.	deserred rear estate r	ocated in 1 of ter County, State of Indiana, to-wil:	
	D 137		
	Parcel No:	64-05-14-352-003.000-016	
	Legal:	MOREHOUSE ADDITION LOT 2 & S 110 LOT 3	
	Commonly known as:	2915 Willowdale Rd., Portage IN 46368	-
В.			
	Parcel No:	64-05-11-426-011.000-016	
	Legal:	PAR IN E ½ SE 11-36-7 DESC DR 378 P24 & 25	1 X _ 1 X _ 1
		EX PARC SOLD .90AC	
	Commonly known as:	Land Southwest of 2300 Willowcreek, Porter Co.	÷.
		IN	
- C.			
	Parcel No:	64-05-27-226-006.000-016	
	Legal:	N300 E120 W20AC E40AC NE 27-36-7 EX PT SLD	
	D.Buri		
	and a second second	TO STATE .739A ANXD	te esti i
D.	Commonly known as:		
D.	Commonly known as:	TO STATE .739A ANXD 5463 US Hwy 6, Portage IN 46368	
D.	Commonly known as: Parcel No:	TO STATE .739A ANXD 5463 US Hwy 6, Portage IN 46368 64-05-26-204-002.000-016	
D.	Commonly known as:	TO STATE .739A ANXD 5463 US Hwy 6, Portage IN 46368 64-05-26-204-002.000-016 PAR IN W224.98 E1524.98 S332.17 N412.20 EX	
D.	Commonly known as: Parcel No:	TO STATE .739A ANXD 5463 US Hwy 6, Portage IN 46368 64-05-26-204-002.000-016 PAR IN W224.98 E1524.98 S332.17 N412.20 EX S115 & PT SLD STATE NE 26-36-7 1.052A	
D.	Commonly known as: Parcel No: Legal:	TO STATE .739A ANXD 5463 US Hwy 6, Portage IN 46368 64-05-26-204-002.000-016 PAR IN W224.98 E1524.98 S332.17 N412.20 EX S115 & PT SLD STATE NE 26-36-7 1.052A DITCH	
D.	Commonly known as: Parcel No:	TO STATE .739A ANXD 5463 US Hwy 6, Portage IN 46368 64-05-26-204-002.000-016 PAR IN W224.98 E1524.98 S332.17 N412.20 EX S115 & PT SLD STATE NE 26-36-7 1.052A	
	Commonly known as: Parcel No: Legal: Commonly known as:	TO STATE .739A ANXD 5463 US Hwy 6, Portage IN 46368 64-05-26-204-002.000-016 PAR IN W224.98 E1524.98 S332.17 N412.20 EX S115 & PT SLD STATE NE 26-36-7 1.052A DITCH	



**MCLEMORE** 

AUCTION COMPANY

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under them in and to said described real estate or any part thereof are without right unfounded and a cloud upon Plaintiff's title to said real estate.

3. That the Plaintiff's title to said real estate as set out above be, and the same is hereby quieted forever and set at rest as against all Defendants herein and all persons claiming by, through or under them or each of them and as against the whole world. That the Defendants and each of them are hereby restrained and enjoined from asserting any claim, right, title or interest in and to said real estate.

4. That the Plaintiff pay the costs of this action.

ORDERED:

Distribution: Jon L. Orlosky 116 N. Walnut St. Muncie IN 47305

Judge, Porter Superior Court 5





# **Tax Information**



2	No	otices <sub>O</sub>	nline		Home Help 🗸 Create New Accou
Dawl	ton Cou	nty IN Treasurer			
		ter County, Indiana Treasurer Parcel	Search and Online Payment page.		
			o to help.enoticesonline.com and fill out	a Help Ticket.	
ou will	Il need to kno	Sign up for paperless notices in the fu w your eNoticesOnline.com Authoriza surer's Office to request your Authoriz	ation Code. This can be found on your la	the "Register" button below. This will lead st statement from the Porter County Trea	d you to a sign up page. In order to sign up for paperless notices, surer. If you have discarded that statement, you must contact the
「hank '					
Reg	<u>ister</u>				
		ir parcel below.			
		ır parcel below. h by, Name, Address, Parcel N	umber, or Duplicate Number.		
You	can searcl		umber, or Duplicate Number.		
<b>You</b> 64-	can searcl	. <b>by, Name, Address, Parcel N</b> -006.000-016	umber, or Duplicate Number.		
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<b>You</b> 64-	can searcl	. <b>by, Name, Address, Parcel N</b> -006.000-016	umber, or Duplicate Number.	Reference Number	Customer Name/Address
You 64- Sea	can searcl 05-27-226- arch Cle			Parcel Number: 64-05-27-	Customer Name/Address GRTN LLC
You 64- Sea #	can searcl 05-27-226- arch Cle	006.000-016	Amount Due		GRTN LLC 5463 Us Hwy 6
You 64- Sea #	can searcl 05-27-226- arch Cle	006.000-016	Amount Due	Parcel Number: 64-05-27- 226-006.000-016	GRTN LLC
You 64- <i>*</i> 1	can search 05-27-226- arch Cle All	006.000-016 Payment Amount Second Half	Amount Due	Parcel Number: 64-05-27- 226-006.000-016	GRTN LLC 5463 Us Hwy 6 Portage IN 46368
You 64- Sea #	can search 05-27-226- arch Cle All	006.000-016 Payment Amount Second Half	Amount Due	Parcel Number: 64-05-27- 226-006.000-016	GRTN LLC 5463 Us Hwy 6 Portage IN 46368





# **Zoning Description**



9/4/2019

Portage, IN Code of Ordinances

Sec. 90-2.1. - Establishment of districts.

All of the zoning districts in the chapter stand alone and are not a part of a hierarchy system of zoning. For example, what is permitted in the C1 district is not permitted in the C2 district or any other zoning district.

Only those land uses and development standards which are expressly permitted and noted for each district apply. For the purpose of the chapter, the planning jurisdiction is divided into the following zoning districts for the general uses as stated:

- *CO—Conservation.* This district is established for areas that are environmentally sensitive, protected, or land set aside by either a public or private entity.
- *PR—Parks and recreation.* This district is established for parks, open space, trails and recreational areas both public and private.
- *R1—Very low density residential.* This district is established for single-family, detached, medium to large-sized homes on medium to large-sized lots.
- *R2—Low density residential.* This district is established for single-family, detached, small to medium-sized homes on medium-sized lots.
- *R3—Medium density residential. This district is established for single-family, detached, small to medium-sized homes on small to medium-sized lots.*
- *R4—City-core residential.* This district is established for existing older, single-family detached neighborhoods in the city.
- *M1—Low density multifamily residential.* This district is established for small-scale, low density multifamily developments.
- *M2—Medium density multifamily residential.* This district is established for medium to largesized, moderate density multifamily developments.
- *M3—High density multifamily residential.* This district is established for large-sized, high density multifamily developments.
- *MP—Mobile home park.* This district is established for leased lot developments (typically mobile or manufactured home parks) which typically lease dwelling sites for single-wide and double-wide manufactured homes.
- *MW—Marina waterway.* This district is established for mixed-use development including medium-density single-family residential, medium-density multifamily residential, entertainment, boat- and waterway-oriented businesses, low- to moderate-intensity

1/2



n.com will@mclemoreauction.com Last Revised and Published on 12/09/19 at 6:36 PM

#### **Zoning Description**



9/4/2019

Portage, IN Code of Ordinances

retail, and small- to moderate-scale office uses.

- CR—CABD residential subarea. This district is established to provide a land use category for mixed residential uses in Portage's Central Avenue Business District.
- CM—CABD mixed use subarea. This district is established to provide a land use category for mixed uses in Portage's Central Avenue Business District.
- CC—CABD commercial subarea. This district is established to provide a land use category for commercial uses in Portage's Central Avenue Business District.
- IS—Institutional uses. This district is established for institutional and municipal owned lands, both public or quasipublic, where the use is for public purpose and is anticipated to remain permanent.
- NC—Neighborhood commercial. This district is established for small-scale businesses that provide products and services primarily to local neighborhoods.
- OC-Office commercial. This district is established for small- to moderate-scale office uses with provisions for some complementary uses.
- C1—Small to medium scale general commercial. This district is established for a wide variety of retail, commercial, office service, entertainment, and eating establishments that are small to medium in scale, and low to medium intensity.
- C2—Medium to large scale general commercial. This district is established for a wide variety of retail, commercial, office, service, entertainment, and eating establishments that are medium to large in scale, and medium to high intensity.
- HC-Highway commercial. This district is established for the special issues related to commercial development in interchange areas.
- BP-Business park. This district is established for small business parks, small distribution facilities, and construction trades.
- LI-Light industrial. This district is established for light manufacturing facilities, distribution facilities, industrial parks and utility usage.
- HI-Heavy industrial. This district is established for large industrial parks, manufacturing facilities, manufacturing parks and utility usage.

(Ord. No. 05-41, § 1, 8-2-05)

