

STAFF REPORT

Department of Metropolitan Development Division of Planning Current Planning Section

Case Number: 2023-MOD-016 (Amended)
Address: 12676 Shorevista Drive (Approximate Address)
Location: Lawrence Township, Council District #5
Zoning: D-P (FF)
Petitioner: Andrew Schenck, by David Gilman
Request: Modification of the development statement for 90-Z-110 for Lot 279 of Admiral's Bay, Section Six, to provide for a boathouse with a zero-foot rear setback protruding approximately nine feet into Geist Reservoir (minimum 20-foot rear setback or 788.4 feet above mean sea level, whichever is greater, no covered boat docks permitted and may not protrude into the Reservoir)

This petition was continued from the September 14, 2023 hearing to the October 12, 2023 hearing at the request of the petitioner. Revised construction plans were submitted September 29, 2023, an amended site plan was submitted October 3, 2023, and a signed agreement from Citizens Energy Group was submitted October 4, 2023.

RECOMMENDATIONS

Staff **recommends approval** of this request subject to the following commitments being reduced to writing on the Commission's Exhibit "B" forms at least three days prior to the MDC hearing:

1. Approval shall be subject to the October 3, 2023 file-dated site plan, to supersede the exhibit in the agreement, and the September 29, 2023 file-dated elevations, floor plans, and section cut.
2. Approval shall be subject to the Boathouse and Dock Agreement (Geist Reservoir) file-dated October 4, 2023 as approved by Citizens Energy Group, recorded as Instrument No: A202300083011.

SUMMARY OF ISSUES

The following issues were considered in formulating the recommendation:

LAND USE

- ◇ The 0.66-acre subject site is in the Admiral's Bay Subdivision that was platted in 1990 and recorded on July 9, 1991. The site is currently under construction for a two-story single-family dwelling with a walk-out basement and proposed inground pool per Improvement location permits ILP22-01538 and ILP22-03201.
- ◇ It is surrounded to the west and south by single-family dwellings, zoned D-P, and a common area for boat docks to the east, zoned D-P.

(Continued)

STAFF REPORT 2023-MOD-016 (Continued)

MODIFICATION OF COMMITMENTS

- ◇ The initial request was to modify the development statement for 90-Z-110 for the subject site to provide for a boathouse with a zero-foot rear setback protruding approximately 17 feet into Geist Reservoir. The petitioner amended the request to protrude nine feet into Geist Reservoir instead per the amended site plan.
- ◇ The D-P statement notes that a 20-foot minimum rear setback is required or 788.4 feet above mean sea level, whichever is greater. Additionally, covered boat docks are not permitted and any boathouse constructed upon a lot may not protrude into the Reservoir, but must be constructed and excavated back into the lot. The plans for any boathouse must be approved by the Committee.

Staff Analysis

- ◇ The boathouse proposal would essentially be a party deck that would cover an expanded boat dock protruding into Geist Reservoir.
- ◇ The reservoir has historically been used for recreational use to residents and visitors in the surrounding area. However, there have clearly been rules to prevent unwarranted intrusions onto the water such as provided in the Admiral's Bay subdivision development statement. Otherwise, there would have been more uncontrolled development. To staff's knowledge, there is no record of issued building permits in the City of Indianapolis for such construction.
- ◇ It is staff's understanding that the City would want to preserve and protect the reservoir that provides approximately 7 billion gallons of water for Indianapolis residents. Ultimately, Citizens Energy Group has jurisdiction of the body of water and if they find the request to be acceptable, then staff is willing to recommend approval.
- ◇ The D-P statement notes that "approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer or by the President or Vice President thereof, and with respect to the Committee, by two members thereof." An approval letter from the Committee was submitted to the case file.
- ◇ Staff received a signed agreement on October 4, 2023, from the Indianapolis Water Company, Citizens Energy Group, granting permission for such construction to occur. There are many provisions that must be upheld for the agreement to remain.
- ◇ Although staff is recommending approval of the request, there is still concern as to what the limitations would be for developing into the reservoir and would hope that Citizens Energy Group has parameters set in place to determine what would and would not be acceptable if other development were to be proposed.
- ◇ A plat restriction notes that a line depicted as "100 yr. F.E" on any lot in this addition denotes an area between such line and the water line of the reservoir in which no building or permanent structure may be erected without the prior written approval of the Indiana Department of Natural Resources. This approval would need to be granted prior to construction.

(Continued)

STAFF REPORT 2023-MOD-016 (Continued)

- ◇ To ensure all parties are aware of what would be developed, approval shall be subject to the October 3, 2023, file-dated site plan, to supersede the exhibit in the agreement, and the September 29, 2023, file-dated elevations, floor plans, and section cut in addition to the Boathouse and Dock Agreement (Geist Reservoir) file-dated October 4, 2023, as approved by Citizens Energy Group.

GENERAL INFORMATION

EXISTING ZONING AND LAND USE

D-P	Metro	Single-family dwelling (Residential)
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SURROUNDING ZONING AND LAND USE

North	SU-39	Geist Reservoir
South	D-P	Single-family dwelling (Residential)
East	D-P	Single-family dwelling (Residential)
West	D-P	Single-family dwelling (Residential)

COMPREHENSIVE PLAN	The Comprehensive Plan recommends suburban neighborhood development.
THOROUGHFARE PLAN	Shorevista Drive is classified in the Official Thoroughfare Plan for Marion County, Indiana as a local street, with a 50-foot existing and proposed right-of-way.
THOROUGHFARE PLAN	Anchormark Drive is classified in the Official Thoroughfare Plan for Marion County, Indiana as a local street, with a 50-foot existing and proposed right-of-way.
FLOODWAY / FLOODWAY FRINGE	This site is located within the floodway fringe, specifically the 100-year floodplain.
WELLFIELD PROTECTION DISTRICT	This site is not located within a wellfield protection district.
SITE PLAN	File-dated July 25, 2023.
AMENDED SITE PLAN	File-dated October 3, 2023.
ELEVATIONS	File-dated July 25, 2023.
AMENDED ELEVATIONS	File-dated September 29, 2023.
FLOOR PLAN	File-dated July 25, 2023.
AMENDED FLOOR PLAN	File-dated September 29, 2023.
SECTION CUT	File-dated July 25, 2023.
AMENDED SECTION CUT	File-dated September 29, 2023. (Continued)

STAFF REPORT 2023-MOD-016 (Continued)

STATEMENT OF MODIFICATION File-dated July 25, 2023.

CEG APPROVAL AGREEMENT File-dated October 4, 2023.

ZONING HISTORY – SITE

EXISTING VIOLATIONS

None.

PREVIOUS CASES

90-Z-110; 9202 North County Line Road (subject site), Rezoning of 45 acres being in the D-P District, to the D-P classification to revise the preliminary approved plan from cluster housing and multi-family houses (4-6 units per acre in Area 19 and 6-8 units per acre in Area 20, respectively) to single-family housing in both Area 19 and Area 20 with a maximum of 1.9 units per acre by platting, **approved**.

85-Z-3; 12102 East 86th Street (subject site), Rezoning of approximately 630 acres, being in the D-P and SU-39 districts, to the D-P classification, to provide for a revised final site plan for Parcels 12 through 17 and proposed preliminary plan for Parcels 18 through 20 at Geist Harbours, **approved**.

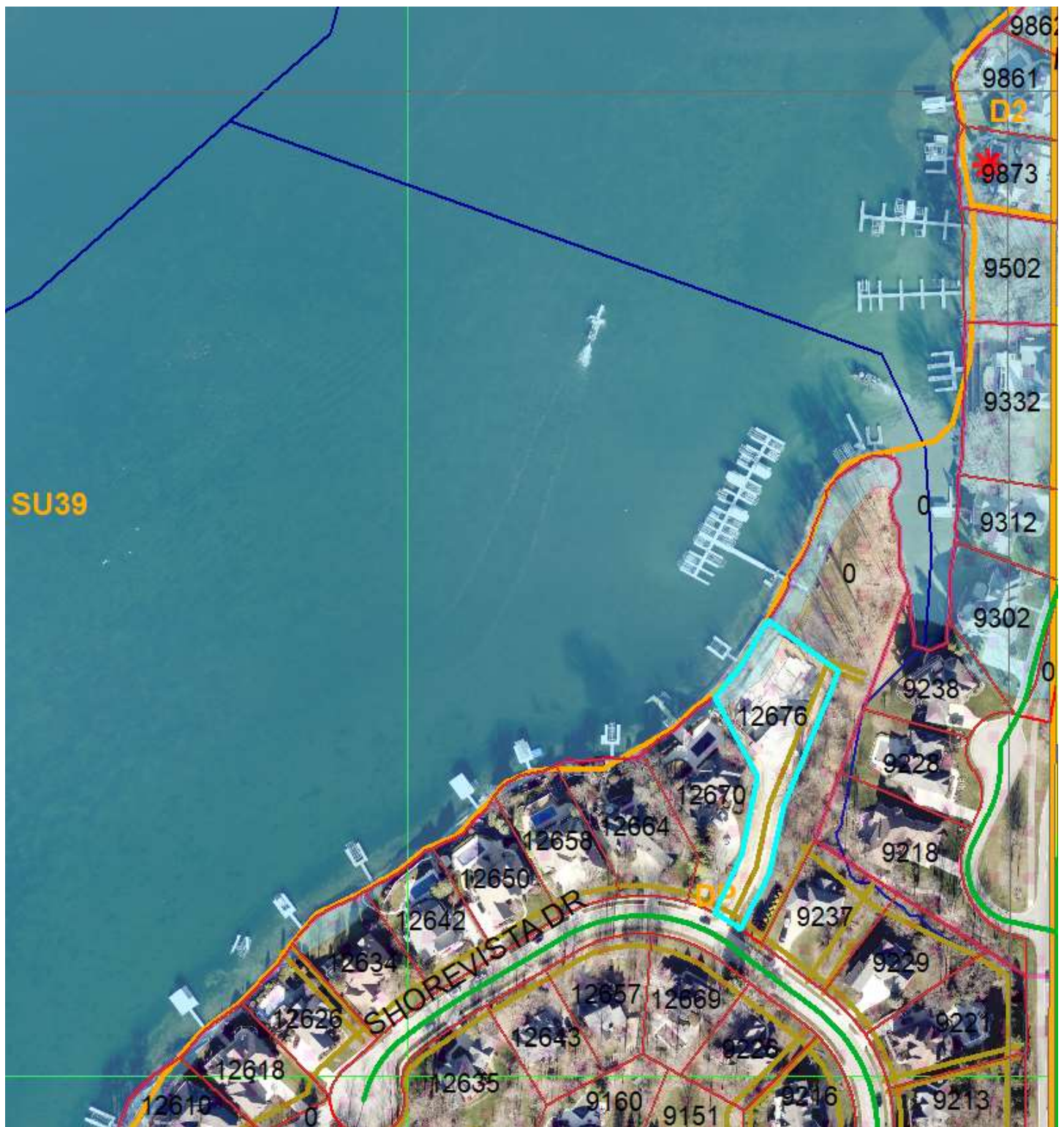
ZONING HISTORY – VICINITY

2014-CAP-812; 9067 Admirals Bay Drive (southwest of site), Modification of the development statement for 79-Z-191 (79-DP-5) to permit the setback for Lot 134 of Admirals Bay, Section Three, as recorded as Instrument #90-55825 in the Office of the Marion County Recorder to be 12.8 feet from the private drive (Block "A" of said plat), encroaching 2.2 feet into a 15-foot wide sewer and utility easement (setback requirements are as shown on the recorded plat, which requires a 20-foot setback), **approved**.

2009-DV1-027; 9873 Hampton Cove Lane (northeast of site), Variance of Development Standards of the Dwelling Districts Zoning Ordinance to legally establish a pool that is not enclosed by either a five-foot tall fence or an automatic pool cover (not permitted), **granted**.

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2023-MOD-016; Location Map



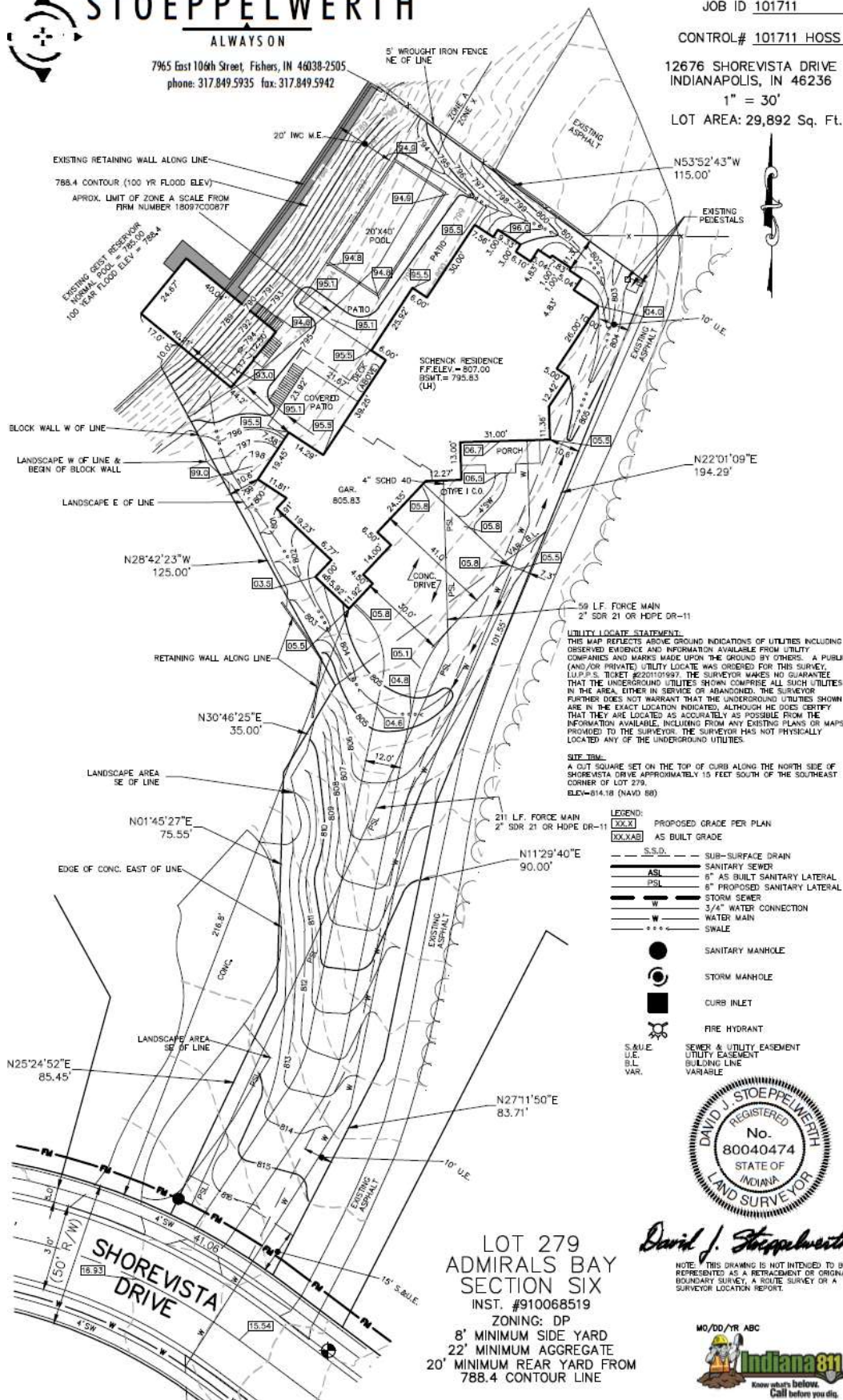
ALWAYS ON

JOB ID 101711

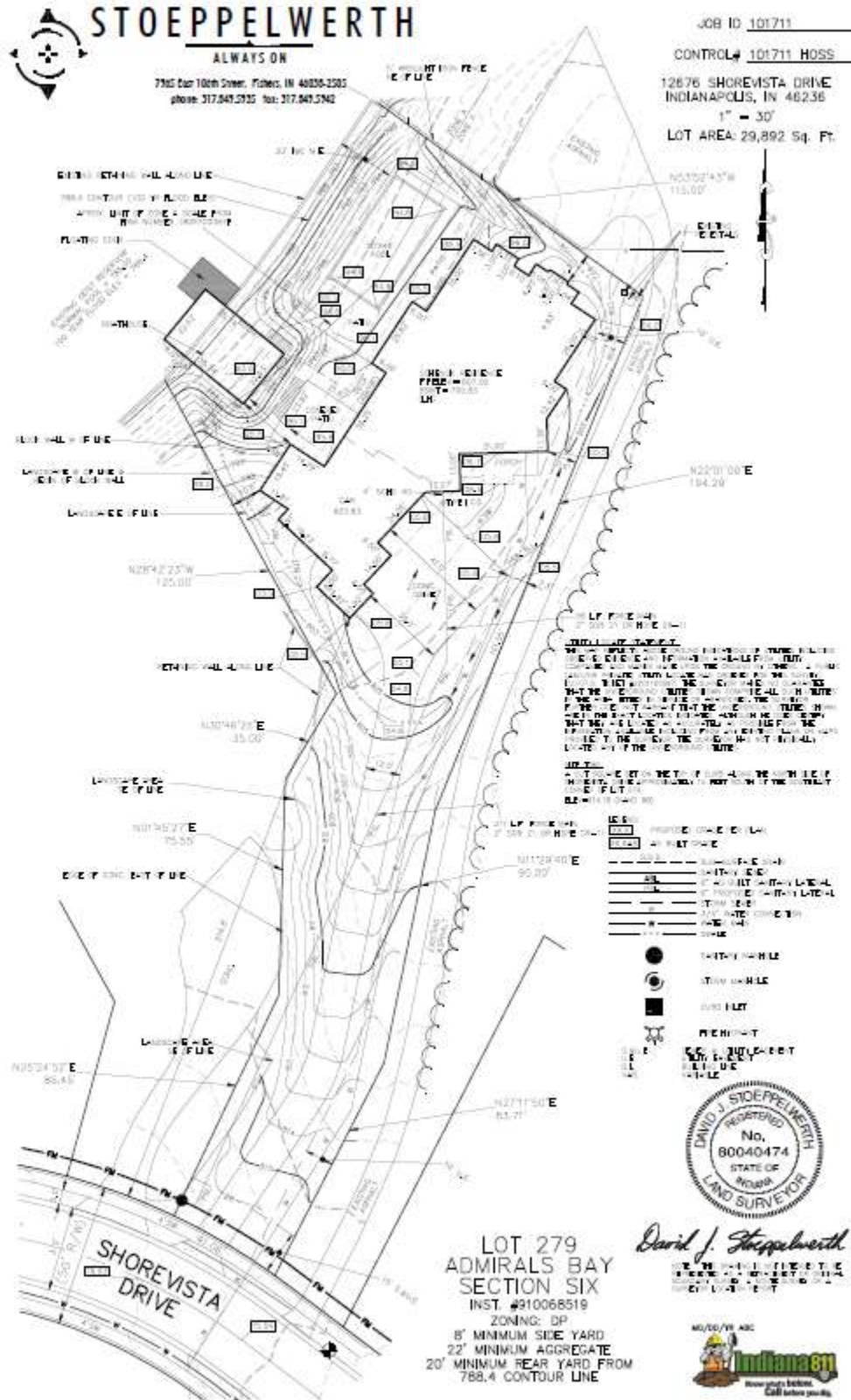
CONTROL# 101711 HOSS

$$1'' = 30'$$

LOT AREA: 29,892 Sq. Ft.



2023-MOD-016; Amended Site Plan



2023-MOD-016; Site Plan (Close-up)



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

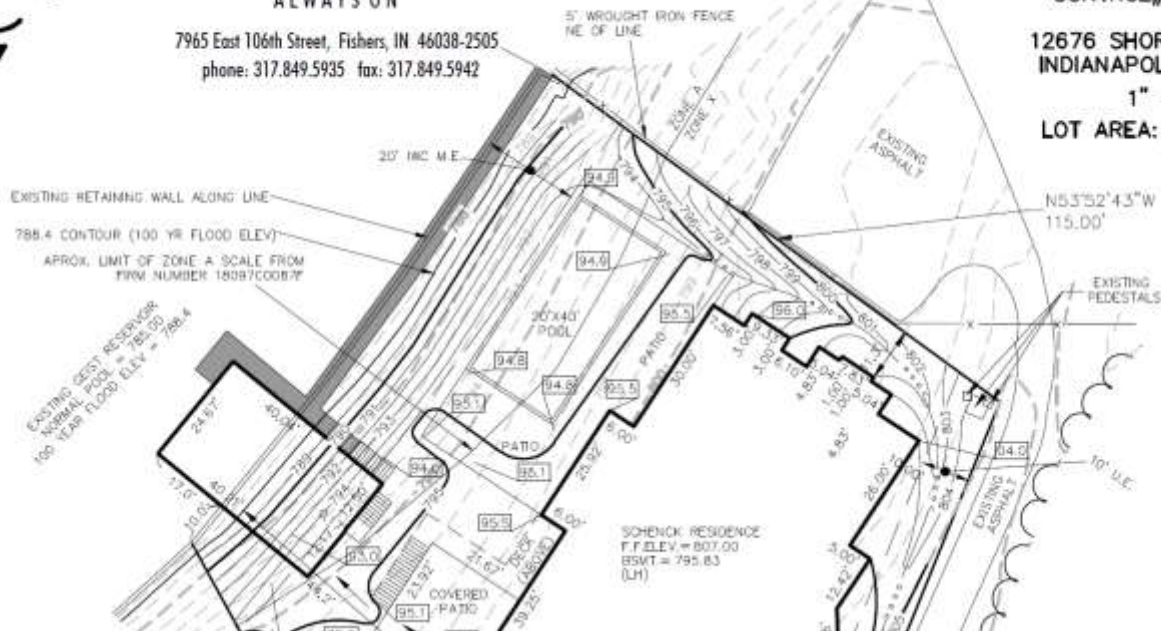
JOB ID 101711

CONTROL# 101711 HOSS

12676 SHOREMSTA DRIVE
INDIANAPOLIS, IN 46236

1" = 30'

LOT AREA: 29,892 Sq. Ft.



2023-MOD-016; Amended Site Plan (Close-up)



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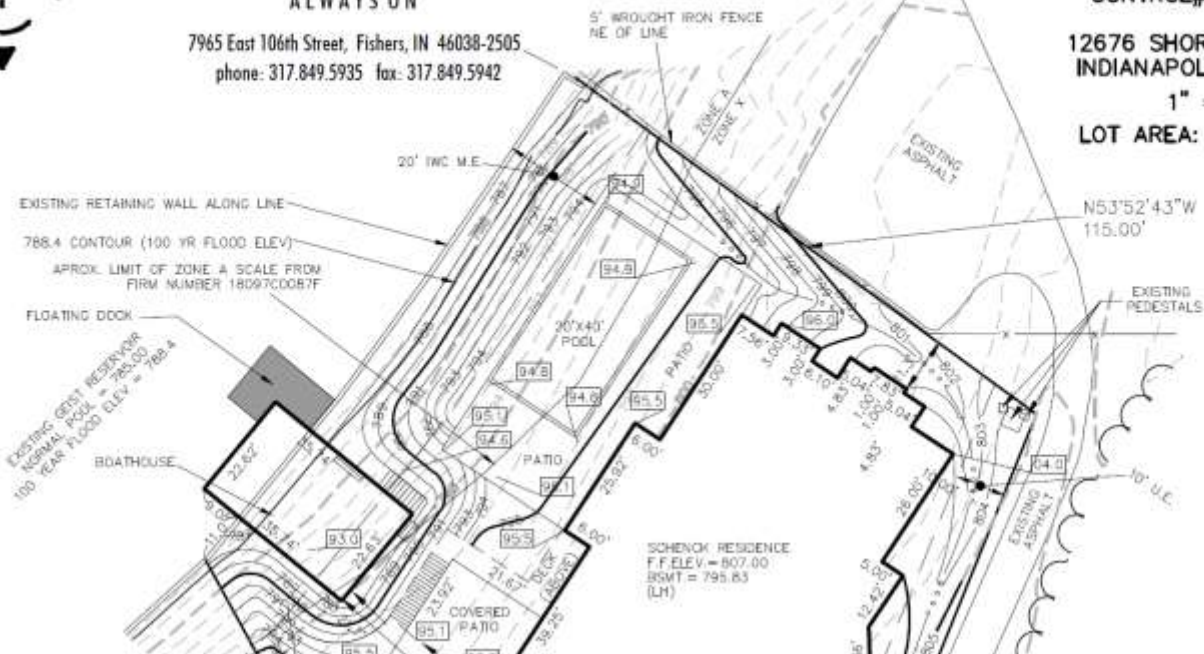
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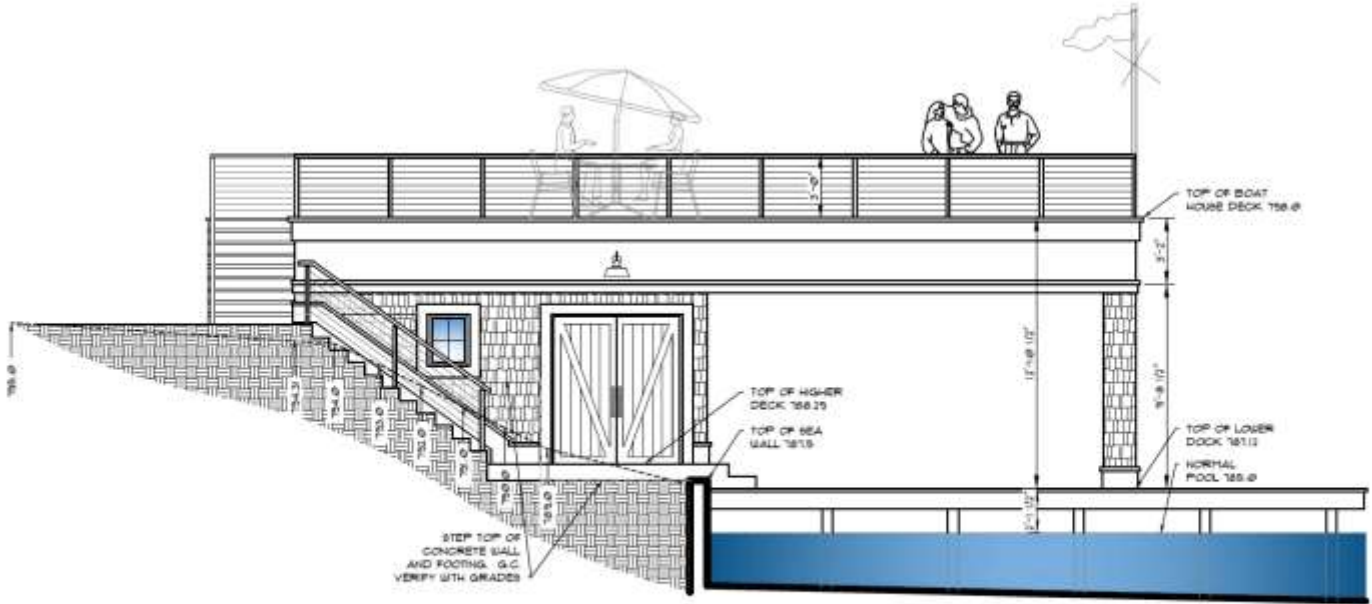
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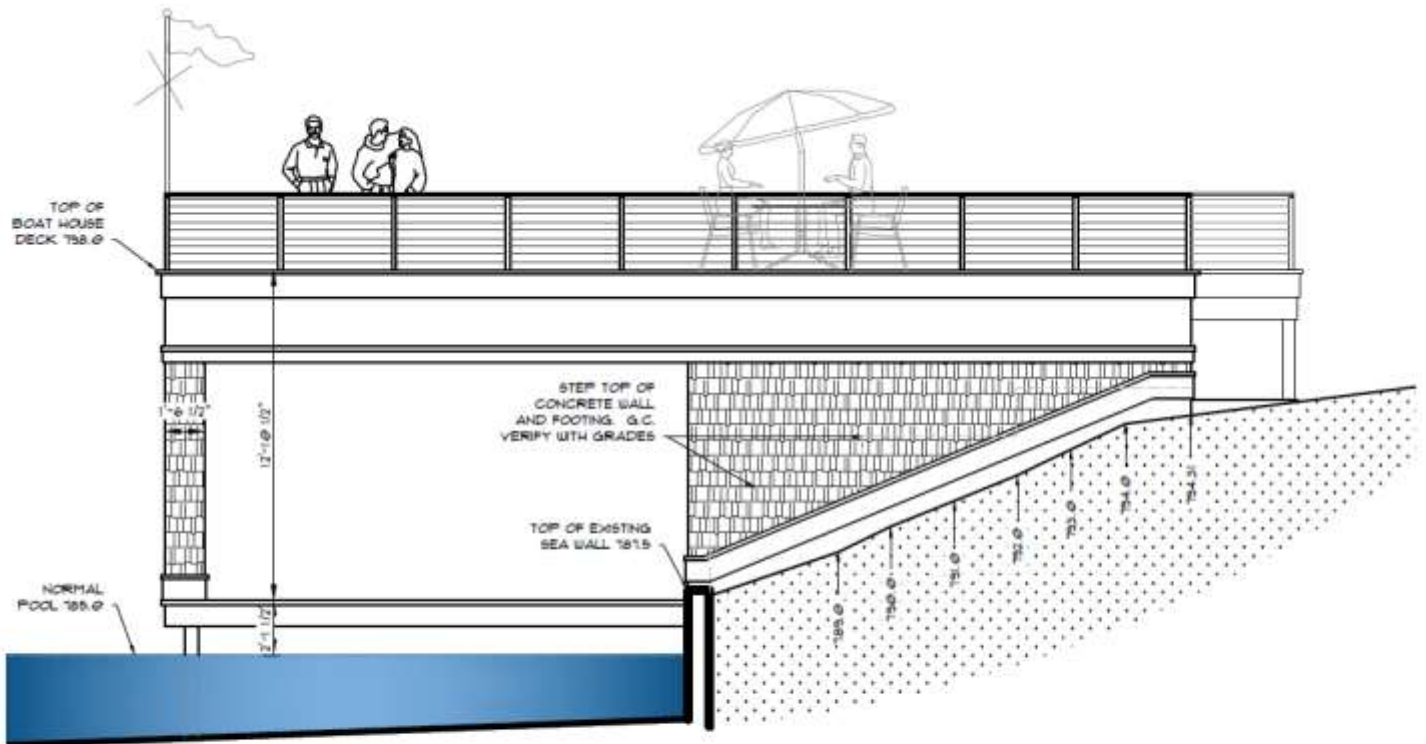


2023-MOD-016; Elevations



LEFT SIDE ELEVATION

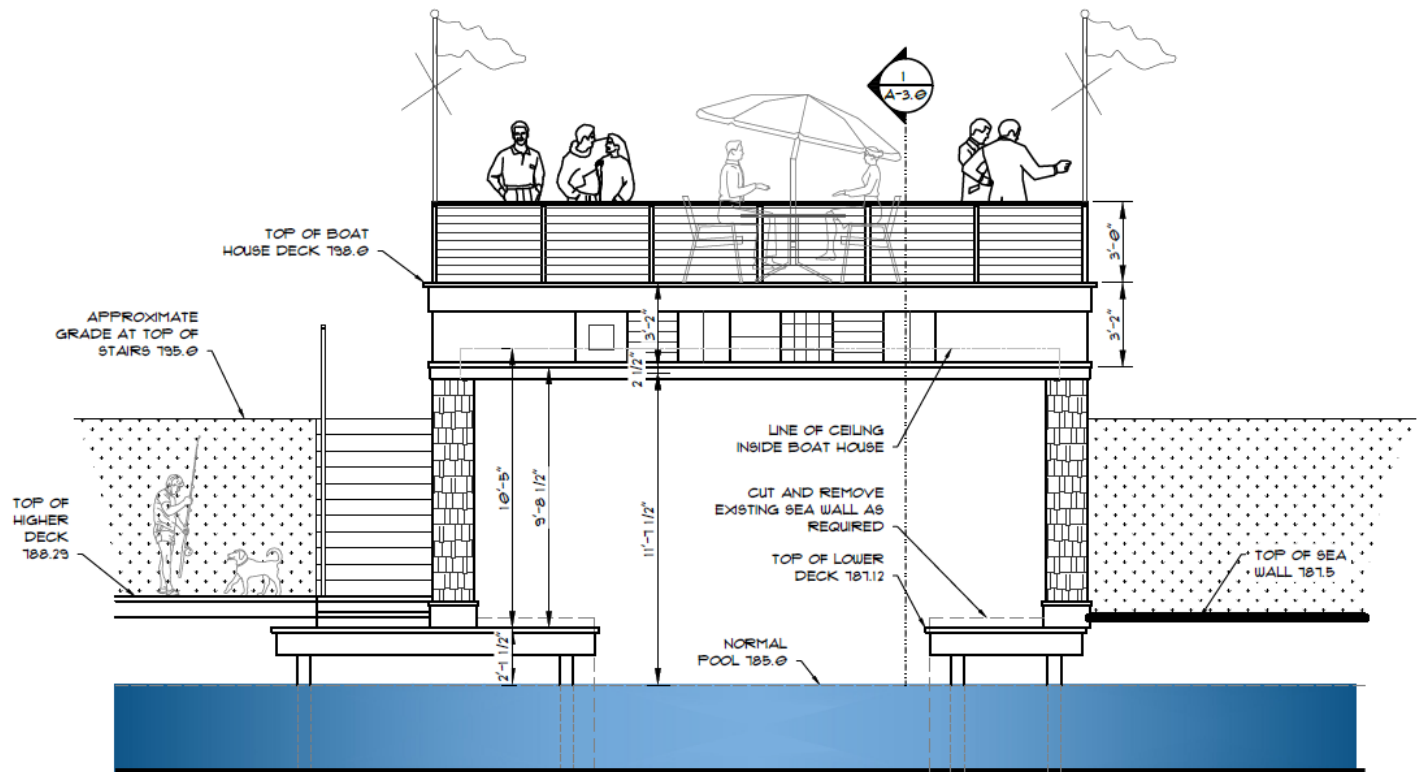
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RIGHT ELEVATION

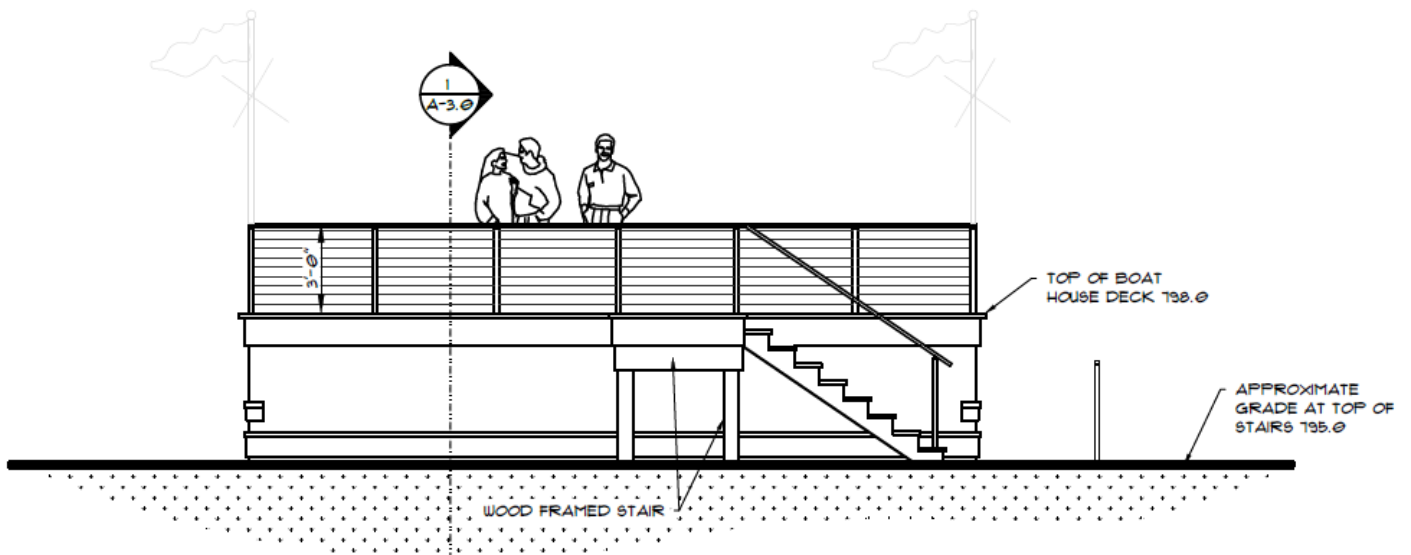
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2023-MOD-016; Elevations (Continued)



LAKESIDE (FRONT) ELEVATION

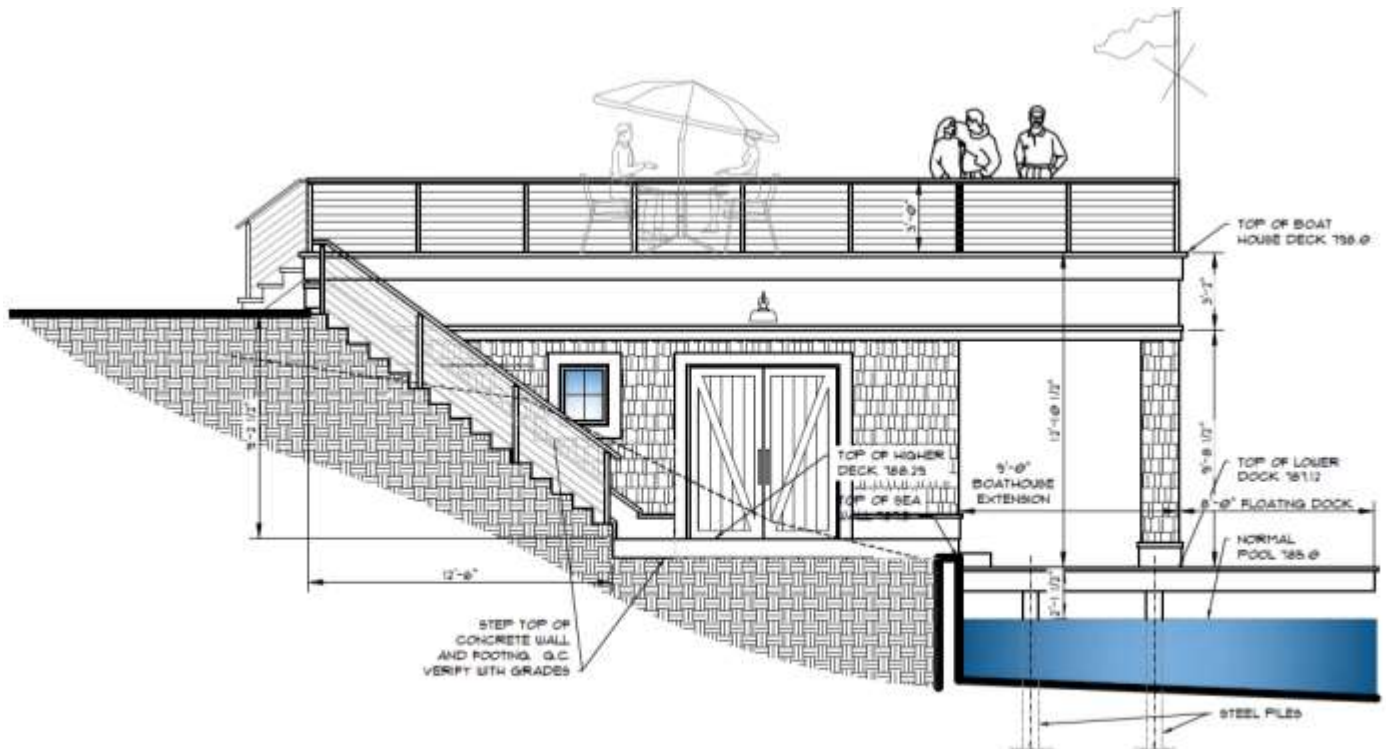
SCALE: 1/4" = 1'-0"



REAR ELEVATION

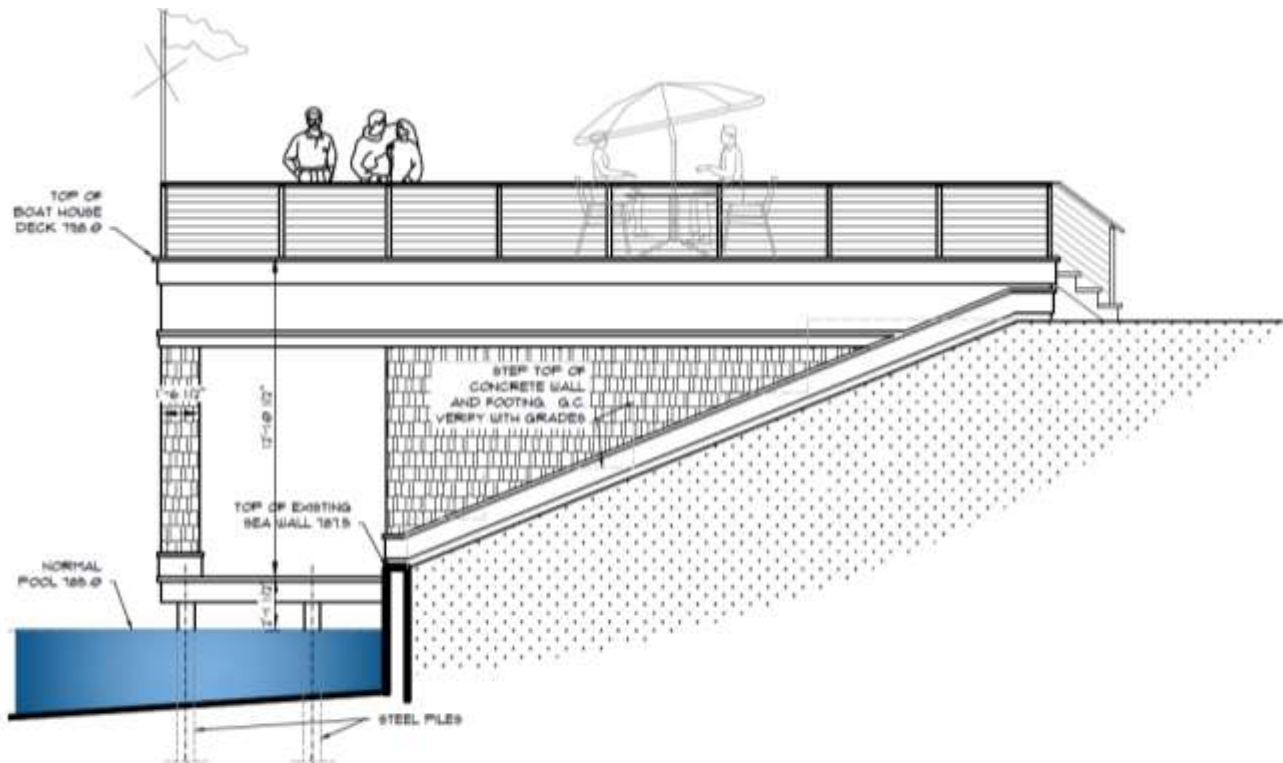
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2023-MOD-016; Amended Elevations



LEFT SIDE ELEVATION

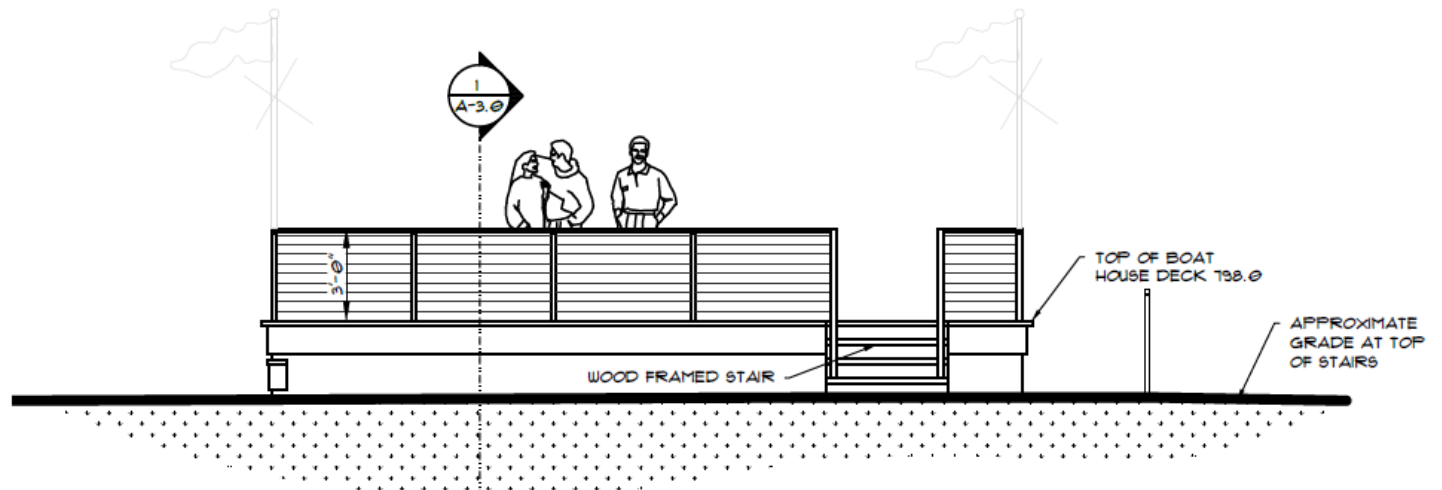
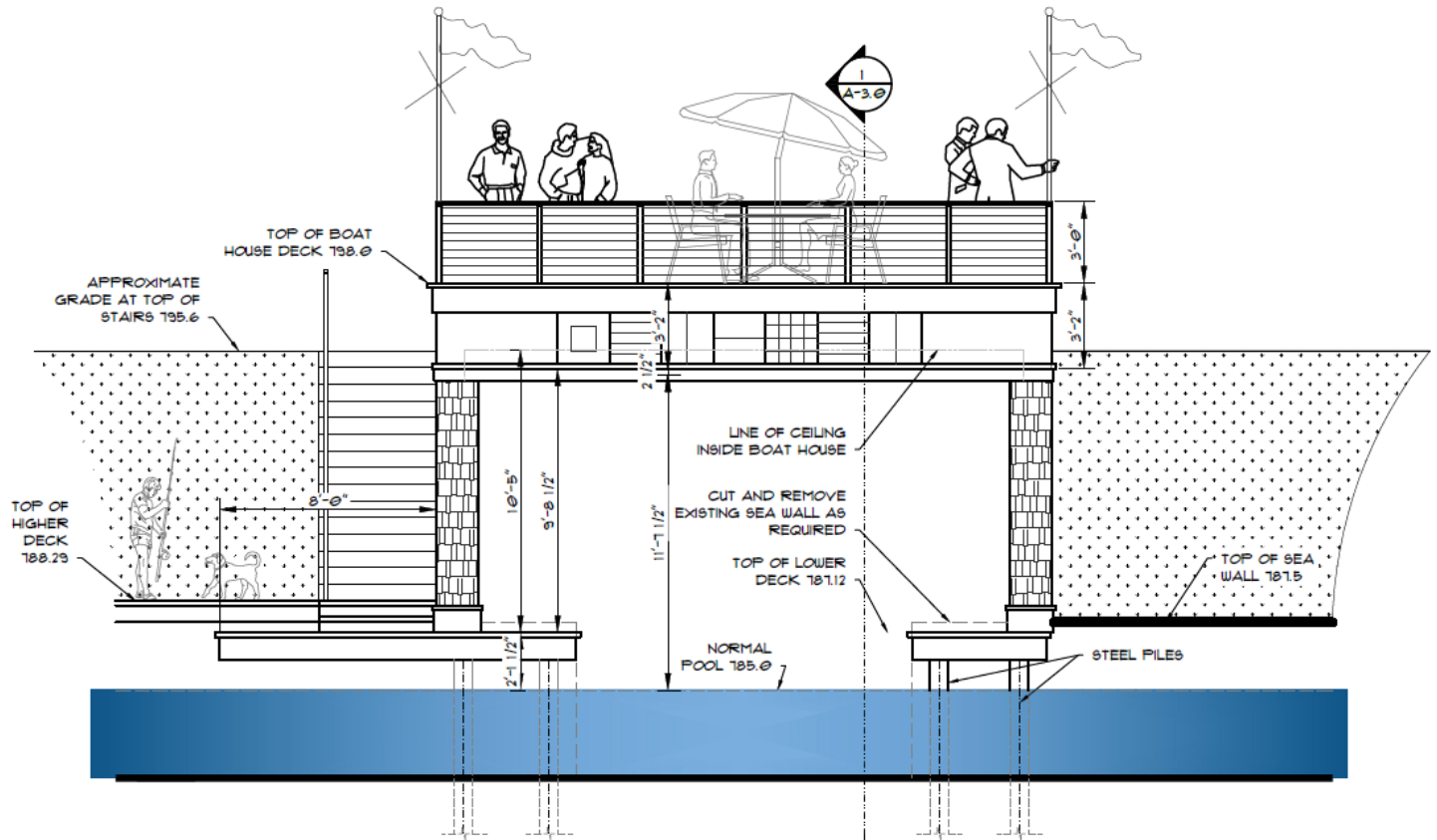
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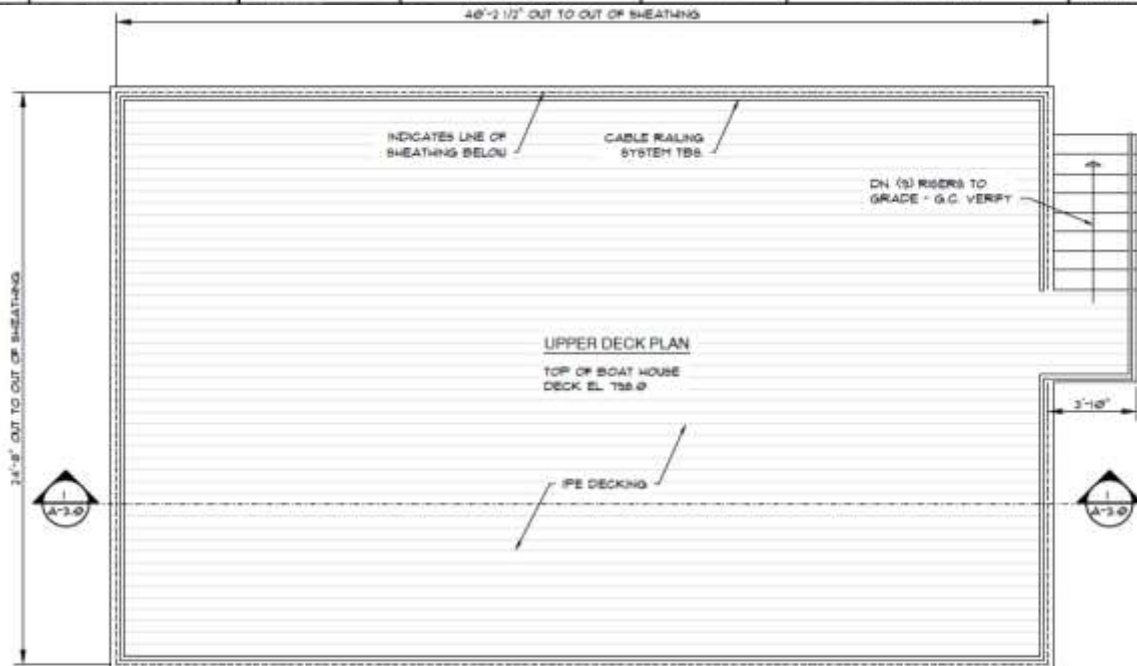
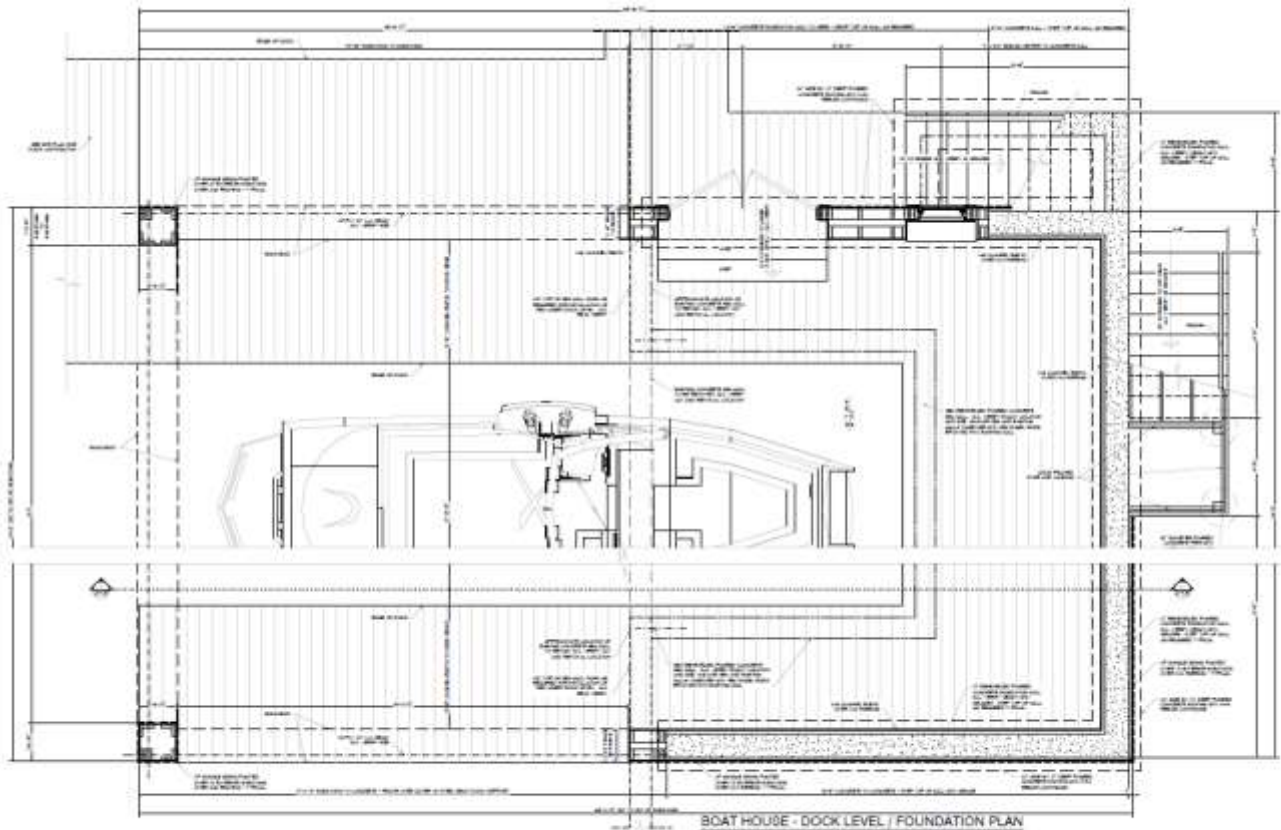
RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

2023-MOD-016; Amended Elevations (Continued)



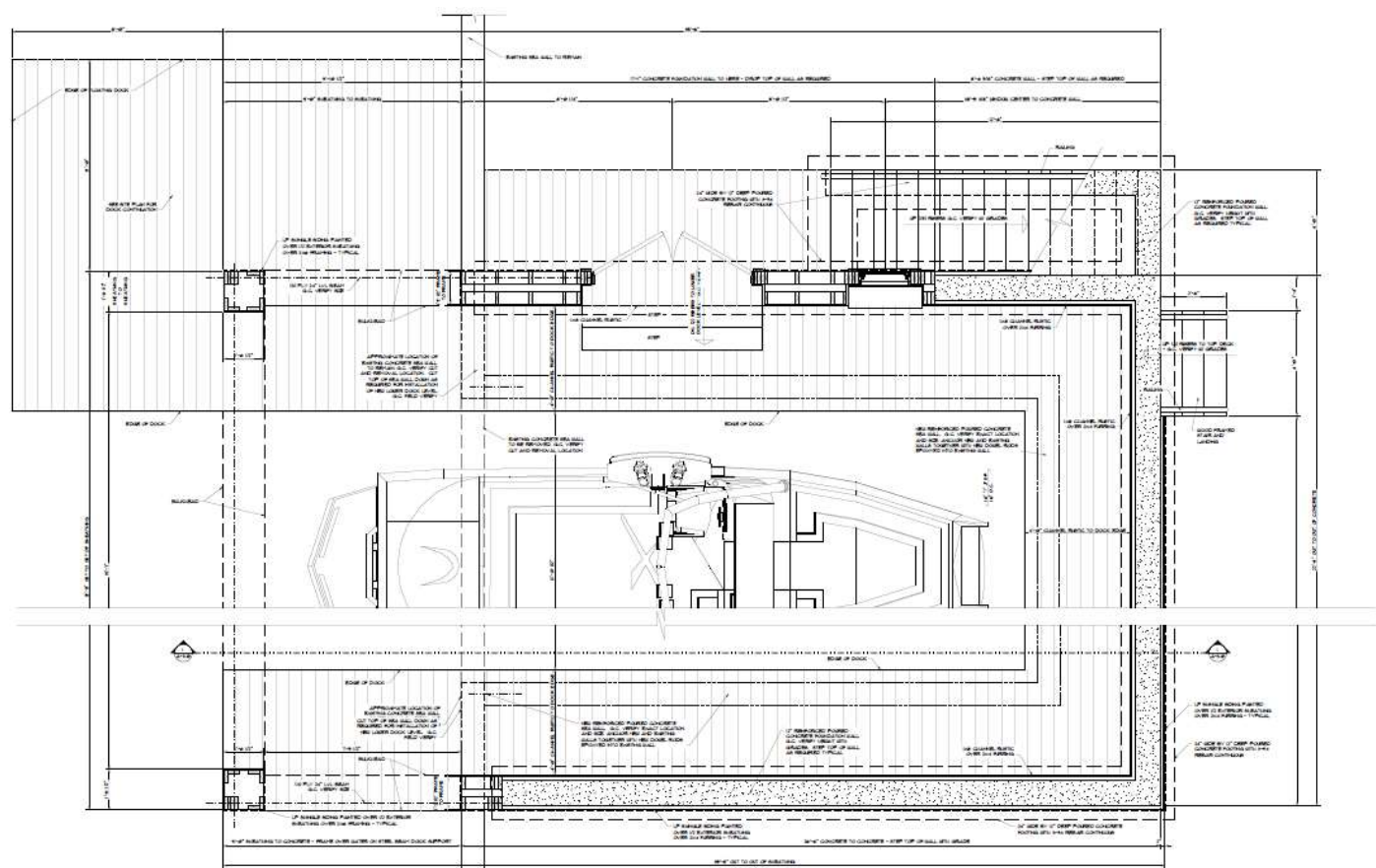
2023-MOD-016; Floor Plans



UPPER DECK FLOOR PLAN

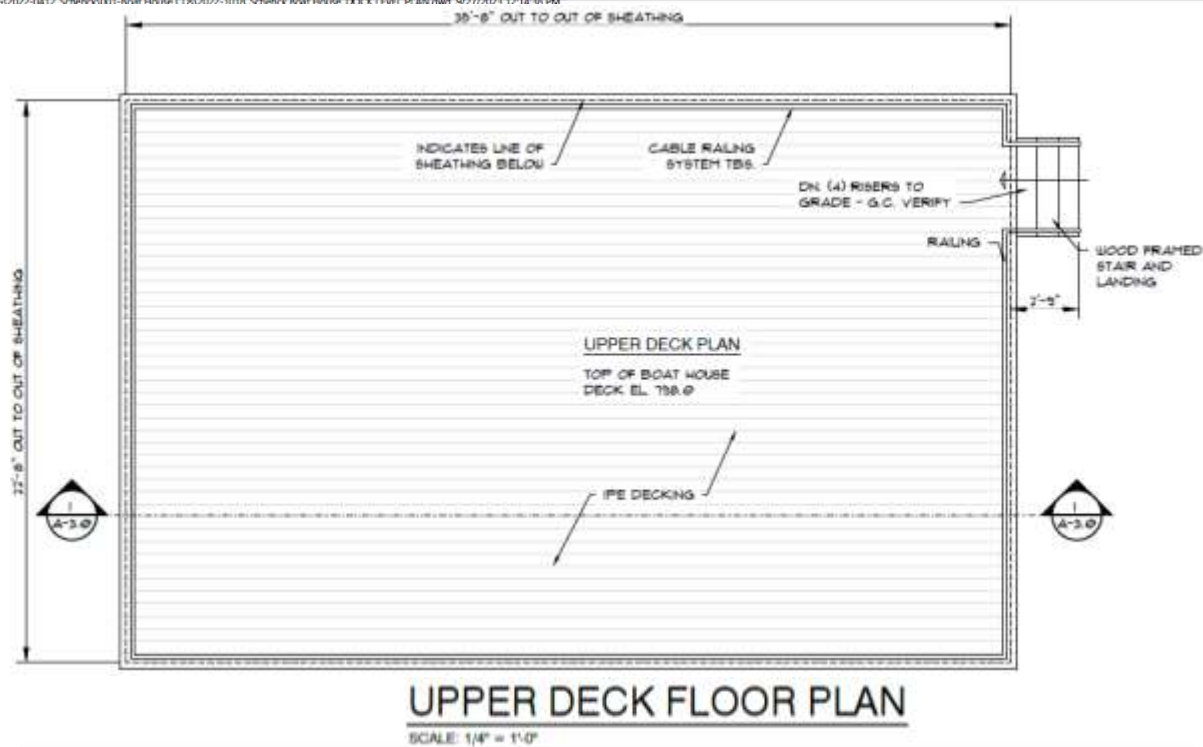
SCALE: 1/4" = 1'-0"

2023-MOD-016; Amended Floor Plans



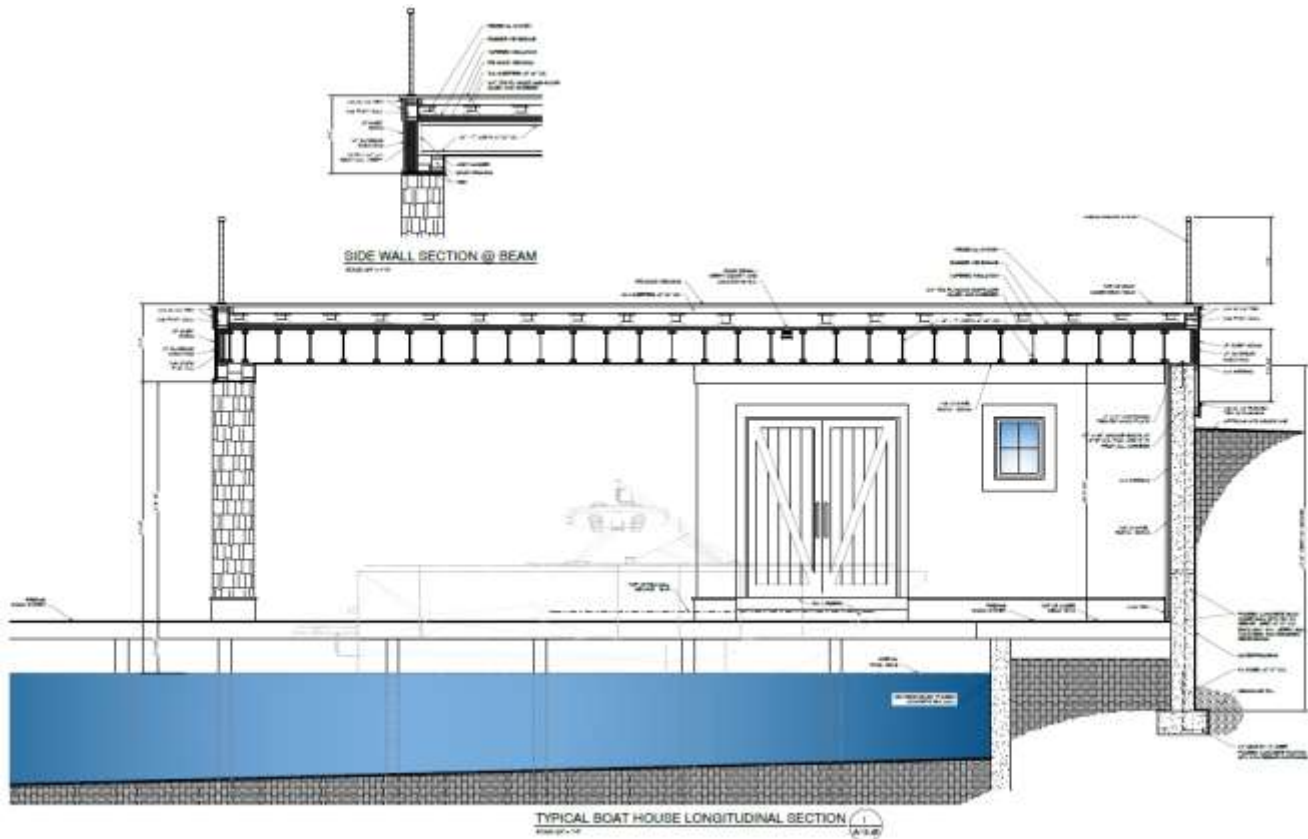
BOAT HOUSE - DOCK LEVEL / FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

REVISIONS 01-23-23 REVISED - OPENED SIDE WALL, DIRT OND.	HOSS HOMES DESIGN 11875 BROADWAY STREET INDIANAPOLIS, IN 46236 317.823.9788 WWW.HOSSHOMES.COM	GARY NANCE DESIGN 1010 N. WINDYBROOK DRIVE INDIANAPOLIS, IN 46220 317.823.9788 WWW.GARYNANCEDSIGN.COM	SARK 2530 DUBLIN DRIVE CARMEL, INDIANA 46032 317.734.8233 SARK@SARKDESIGN.COM	An New Boat House for: THE SCHENCK FAMILY 12676 Shorevista Drive Indianapolis, IN 46236	PROJECT NO: 2023-002 DATE: 11-03-2023 SHEET TITLE DOCK LEVEL / FOUNDATION PLAN	Sheet No. A-2.0
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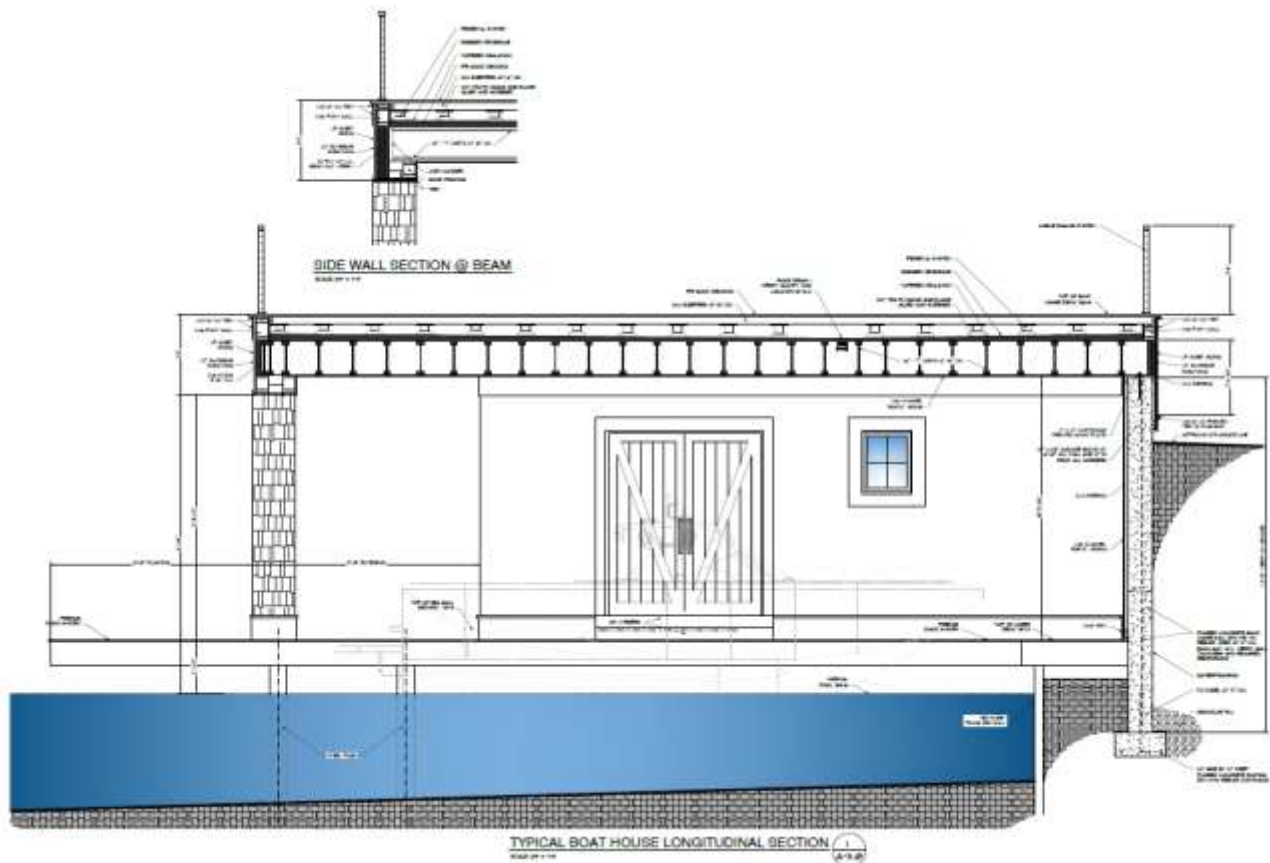


UPPER DECK FLOOR PLAN
SCALE: 1/4" = 1'-0"

2023-MOD-016; Section Cut



2023-MOD-016; Amended Section Cut



2023-MOD-016; Statement of Modification

**STATEMENT OF MODIFICATION OR TERMINATION
OF COVENANTS OR COMMITMENTS**

**COVENANTS OR COMMITMENTS MODIFYING OR TERMINATING EXISTING COVENANTS OR
COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN
CONNECTION WITH AN APPROVAL PETITION, REZONING OF PROPERTY, A VARIANCE PETITION
OR SPECIAL EXCEPTION PETITION**

In accordance with I.C. 36-7-4-918.8 and I.C. 36-7-4-1015, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following modification(s) or termination(s) of covenants or commitments concerning the use and development of that parcel of real estate:

Legal Description:

SEE ATTACHED LEGAL DESCRIPTION

Statement of MODIFICATION OR TERMINATION of Covenants or Commitments:

1. Modification of Geist Harbours DP Statement, Approved September 2, 1981, Under 85-Z-3, Specifically #5 General Prohibitions I (vii) to allow a boathouse partially constructed on the lot to protrude into Geist Reservoir.

2.

A202300083011

10/04/2023 07:06 AM

**FAITH KIMBROUGH
MARION COUNTY IN RECORDER**

FEE: \$ 35.00

PAGES: 10

By: ER

**CROSS REFERENCE
INSTRUMENT NO. A202100155029
Parcel No. 49-01-15-105-023.000-400; 4033715**

**BOATHOUSE AND DOCK AGREEMENT
(GEIST RESERVOIR)**

This BOATHOUSE AND DOCK AGREEMENT (this "Agreement"), is made and entered into effective as of the 16th day of August 2023 (the "Effective Date") by and between THE DEPARTMENT OF PUBLIC UTILITIES FOR THE CITY OF INDIANAPOLIS, ACTING BY AND THROUGH THE BOARD OF DIRECTORS FOR UTILITIES, AS TRUSTEE, IN FURTHERANCE OF THE PUBLIC CHARITABLE TRUST FOR THE WATER SYSTEM d/b/a CITIZENS WATER ("Citizens Water"), and Andrew R. Schenck, adult resident of the State of Indiana ("Landowner"), owner of Lot 279 in Admiral's Bay, Section 6, addressed as 12676 Shorevista Drive, Indianapolis, IN 46236.

WITNESSES THAT:

WHEREAS, Landowner is the owner of certain real estate located in Marion County, Indiana (the "County"), which real estate is more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate");

WHEREAS, Citizens Water owns GEIST Reservoir, which lies within the County (the "Reservoir"), and operates it for drinking water supply and related purposes;

WHEREAS, the Real Estate borders on the Reservoir, which is encumbered by and subject to certain restrictions and licenses that are a matter of public record, including (without limitation) that certain License Agreement dated October 19, 1970, as the same may have been (and may in the future be) amended from time to time (the "License Agreement") and to certain rules, regulations, and policies that have been (and may in the future be) adopted and/or amended from time to time (collectively, the "Regulations");

WHEREAS, the Real Estate is also subject to an easement reserved for the use of Citizens Water, which is twenty (20) feet in width from the property line toward inland, and is further identified in that certain Release and Modification (Geist Reservoir), dated October 19, 1970, recorded on October 22, 1970 as Instrument No. 4861 Book 121, in the Office of the Recorder of Hamilton County, Indiana, Instrument No. 70-4698, in the Office of the Recorder of Marion County, Indiana, and Instrument No. 70-2810, in the Office of the Recorder of Hancock County, Indiana; said easement being located parallel with and adjacent to the property line of the Real Estate that borders on the Reservoir (the "Easement");

WHEREAS, pursuant to the License Agreement, the owners of real estate contiguous to the Reservoir have certain conditional rights to use the Reservoir for recreational purposes, including the right to construct a boathouse and floating boat docks that are in compliance with the License Agreement and the Regulations;

2023-MOD-016; CEG Approval Agreement (Continued)

WHEREAS, the Landowner has requested permission from Citizens Water to construct, install, modify, repair, and/or replace a boathouse and boat dock on the Reservoir (the "Boathouse" and "Dock"), which consists or will consist of two (2) boat slips (the "Slips") to serve the Real Estate and the Landowner;

WHEREAS, per the Regulations, a Boathouse shall not extend past the legal shoreline of the Reservoir, and Landowner has requested a variance that allows the Boathouse to extend nine feet (9') past the legal shoreline; and

WHEREAS, Citizens Water is willing to permit the construction, installation, use, modification, repair and/or replacement of the Boathouse and Dock in the manner more particularly described herein, subject to the following terms, conditions, and covenants and agreements.

NOW, THEREFORE, in consideration of the promises, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged the parties agree as follows:

1. The Landowner has submitted maps, plans, specifications, and/or drawings with full details and descriptions for the Boathouse and Dock, which have been reviewed and approved by Citizens Water and are attached hereto as Exhibit B and incorporated herein by reference (collectively referred to herein as the "Boathouse and Dock Specifications"). The Landowner acknowledges and agrees that the Dock does and shall hereafter consist solely of a floating dock which may be tethered to the Reservoir bed (by techniques approved by Citizens Water and otherwise permitted by the Regulations), but that the Dock may not include piers or be otherwise permanently installed in the Reservoir bed.

2. Citizens Water hereby grants Landowner a non-exclusive, royalty free license to access the Reservoir in order to install, construct and/or modify, repair and/or replace the Boathouse and Dock, as the case may be, pursuant to and in accordance with the Boathouse and Dock Specifications and the other terms and conditions of this Agreement, and thereafter to use, enjoy, repair, and maintain the Boathouse and Dock for the benefit of the Landowner and its guests in a manner consistent with the terms and conditions of this Agreement, the License Agreement, and the Regulations in effect from time to time (the "License").

3. Landowner covenants and agrees that:

(a) the purpose for the Dock is to accommodate the Slips, which are considered to be a part of the Dock as set forth above, and the Slips are designed to accommodate the non-use storage of a standard recreational watercraft;

(b) the License granted to Landowner pursuant to this Agreement is solely for the purposes described herein and for the use and enjoyment by the Landowner and the Landowner's guests, when accompanied by the Landowner, and that no commercial dock rights are intended, created, or conveyed hereby, and that any use by persons other than Landowner and his guests is strictly prohibited and may result in a temporary suspension or permanent revocation of the License as may be determined by Citizens Water, in its sole discretion.

(c) the use, installation, maintenance, operation, and/or removal of the Boathouse and Dock, as the case may be, will in no way damage Citizens Water's real or personal property, including, without limitation, the Reservoir and any related reserved easements, or in any way interfere with Citizens Water's use of the Reservoir or adjoining real property interest, and without limiting the foregoing shall not promote or otherwise allow erosion of the banks, contamination, pollution or diminution of the Reservoir or water supply;

2023-MOD-016; CEG Approval Agreement (Continued)

(d) any sealing, cleaning, painting, or other maintenance of the Boathouse and Dock shall be done in a manner that prevents any deleterious materials from entering the Reservoir, and such maintenance shall not use products that contain volatile organic compounds or petrochemicals;

(e) the Dock may need to be temporarily removed from the Reservoir by Landowner at its sole cost and expense, from time to time, immediately upon notification from Citizens Water, to permit Citizens Water to conduct dredging or other activities in connection with Citizens Water's use and operation of the Reservoir;

(f) while the Boathouse cannot easily or practically be moved on a temporary basis, Landowner nevertheless acknowledges that the Boathouse represents an encroachment within Citizens Water's Easement, and that Landowner installs the Boathouse within such Easement at his own risk;

(g) if Citizens Water in its sole discretion determines (despite prior approval of the Boathouse and Dock Specifications) that the Boathouse and Dock present a hazard to navigation or otherwise impairs use and operation of the Reservoir by Citizens Water or other authorized users, Citizens Water may require relocation of the Boathouse and Dock and/or modification of the Boathouse and Dock design as reasonably necessary to address such conditions at Landowner's sole cost and expense;

(h) in the event the Boathouse or Dock is to be altered or removed, all poles or other tethering equipment not in use shall be promptly removed by Landowner at its sole cost and expense;

(i) Landowner shall be solely responsible for obtaining and keeping in force any necessary permits, licenses, or variances needed for the Boathouse and Dock to comply with all applicable laws, ordinances, statutes, rules, restrictions, covenants, regulations, and policies and Citizens Water is not responsible for any related costs for compliance or non-compliance;

(j) Landowner shall otherwise comply with the License Agreement and the Regulations, as well as any other applicable federal, state, or local law, rule, regulation, or policy, including, but not limited to, the regulations applicable to utilities in the State of Indiana, with respect to installation, maintenance, and/or use of the Boathouse and Dock; and

(k) Landowner shall reimburse Citizens Water for any and all costs and expenses incurred by Citizens Water in connection with Citizens Water's exercise of its rights hereunder, including, without limitation, Citizens Water's removal of the Dock, including reasonable attorneys' fees incurred by Citizens Water in connection therewith or for any damage to Citizens Water's structures or facilities caused by the construction, installation, maintenance, repair, replacement, removal, and /or other use and enjoyment of the Boathouse and Dock.

4. Citizens Water shall have the right to inspect the Boathouse and Dock at any time to ensure compliance with the terms and conditions of this Agreement, the License Agreement, and the Regulations. Should Citizens Water determine that the Boathouse or Dock was not installed or was not modified, as the case may be, in accordance with the Boathouse and Dock Specifications (or the Boathouse and Dock is not otherwise being maintained or used in accordance with the Boathouse and Dock Specifications, the License Agreement, or the Regulations), Landowner covenants and agrees that Landowner shall, under the direction of Citizens Water (or its designee), remedy at the Landowner's sole cost and expense any installation or maintenance problems in a manner consistent with the Boathouse and Dock Specifications, the License Agreement, and the Regulations, as the case may be, or other reasonable instructions of Citizens Water and,

2023-MOD-016; CEG Approval Agreement (Continued)

to the reasonable satisfaction of Citizens Water, within thirty (30) days following written notice from Citizens Water (a "Correction Notice"). If the Landowner fails to undertake and complete the remedial actions specified in the Correction Notice within such thirty (30) day period, Citizens Water may suspend this License with respect to all or any portion of the Boathouse and Dock that is not in compliance until such remedial actions are completed as required herein. Any such License suspension shall be lifted upon the Landowner's completion of such remedial actions, subject to inspection and written approval by Citizens Water. Landowner acknowledges and agrees that no prior Correction Notice shall be required in the event of an emergency condition requiring removal of the Dock, or any other encumbrances within Citizens Water's Easement ("Encumbrances"), which shall be determined at Citizens Water's sole discretion. In the event of an emergency or failure to remove the Dock or other Encumbrances by Landowner in the time and manner requested by Citizens Water, Citizens Water may remove the Dock and Encumbrances and any other personal property from the Reservoir.

5. Citizens Water shall not be responsible for, and Landowner hereby waives any right to, any damage to the Boathouse, Dock, watercraft, or any other personal property of the Landowner or its guests as a result of Citizen's Water normal operation of the Reservoir or the exercise of its rights hereunder, including removal of the Boathouse and Dock. Citizens Water has no duty to maintain, restore, replace, or repair the Boathouse and/or Dock or any other personal property. Citizens Water shall not be responsible to Landowner or to any other person for any injury to any person caused by or resulting from the use of the Boathouse, Dock or Reservoir or any activity thereon. Landowner shall indemnify, defend, and hold Citizens Water (and its designees, successors, and assigns) safe and harmless from and against any and all claims, actions, causes of action, liabilities, losses, and/or costs (including reasonable attorneys' fees) which arise out of or in connection with use of the Boathouse and/or Dock regardless of whether or not caused in part by the negligence of a party indemnified hereunder. The indemnity obligations under this Section will survive expiration or earlier termination of this Agreement.

6. Any notice, request, demand, waiver, consent, approval, or other communication which is required or permitted to be given to any party hereunder shall be in writing and shall be deemed given only if delivered to the party personally or sent to the party by telecopy, by registered or certified mail (return receipt requested) with postage and registration or certification fees thereon prepaid, or by any nationally recognized overnight courier addressed to the party at its address set forth below:

If to Landowner:
Andrew R. Schenck
12676 Shorevista Drive
Indianapolis, IN 46236

If to Citizens Water:

Citizens Energy Group
Attn: Legal Department
2150 Dr. Martin Luther King Jr. Street
Indianapolis, Indiana 46202

With a copy to:

Citizens Energy Group
Attn: Real Estate Department
2150 Dr. Martin Luther King Jr. Street
Indianapolis, Indiana 46202

2023-MOD-016; CEG Approval Agreement (Continued)

7. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF INDIANA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. SUIT, IF ANY, SHALL BE BROUGHT IN MARION COUNTY, INDIANA.

8. Whenever possible, each provision of this Agreement or any related agreement or instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this or any related agreement or instrument.

9. The Agreement shall run with the land and shall be for the benefit for the parties hereto and their respective successors and assigns.

10. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties to be charged or bound by the alteration or amendment. This Agreement may be signed in any number of counterparts each of which shall be considered an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

CONSENT GRANTED BY CITIZENS WATER:

DocuSigned by:
Mark C. Jacob
3CBE426C3A401FA
Signature

Mark C. Jacob, Vice President, Capital Programs and Engineering/Quality Systems

STATE OF INDIANA)
) SS:
COUNTY OF MARION)



BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Mark C. Jacob, the Vice President of Capital Programs and Engineering/Quality Systems of Citizens Water who acknowledged the execution of the foregoing instrument to be his free and voluntary act on the 2nd day of October, 2023.

Marion
County of Residence
May 23, 2030
Commission Expiration Date

DocuSigned by:
Katrina Schaler
Notary Public Signature
Katrina Schaler
Printed Name

2023-MOD-016; CEG Approval Agreement (Continued)

ACCEPTED BY GRANTEE:



Signature

Andrew R. Schenck

Andrew R. Schenck

Signature

[Property Owner 2 Name]

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

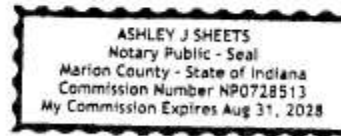
BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____, and _____, Grantee herein who acknowledged the execution of the foregoing instrument to be his or her free and voluntary act on the _____ day of 16, 2028.

Marion County
County of Residence

8/31/2028
Commission Expiration Date


Notary Public Signature

Ashley J Sheets
Printed Name



This instrument was prepared by (and return recorded instrument to): Lauren Toppen, Counsel for the Department of Public Utilities of the City of Indianapolis d/b/a Citizens Water, 2020 N. Meridian Street, Indianapolis, Indiana 46202.

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. *Chris L. Kehl*

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

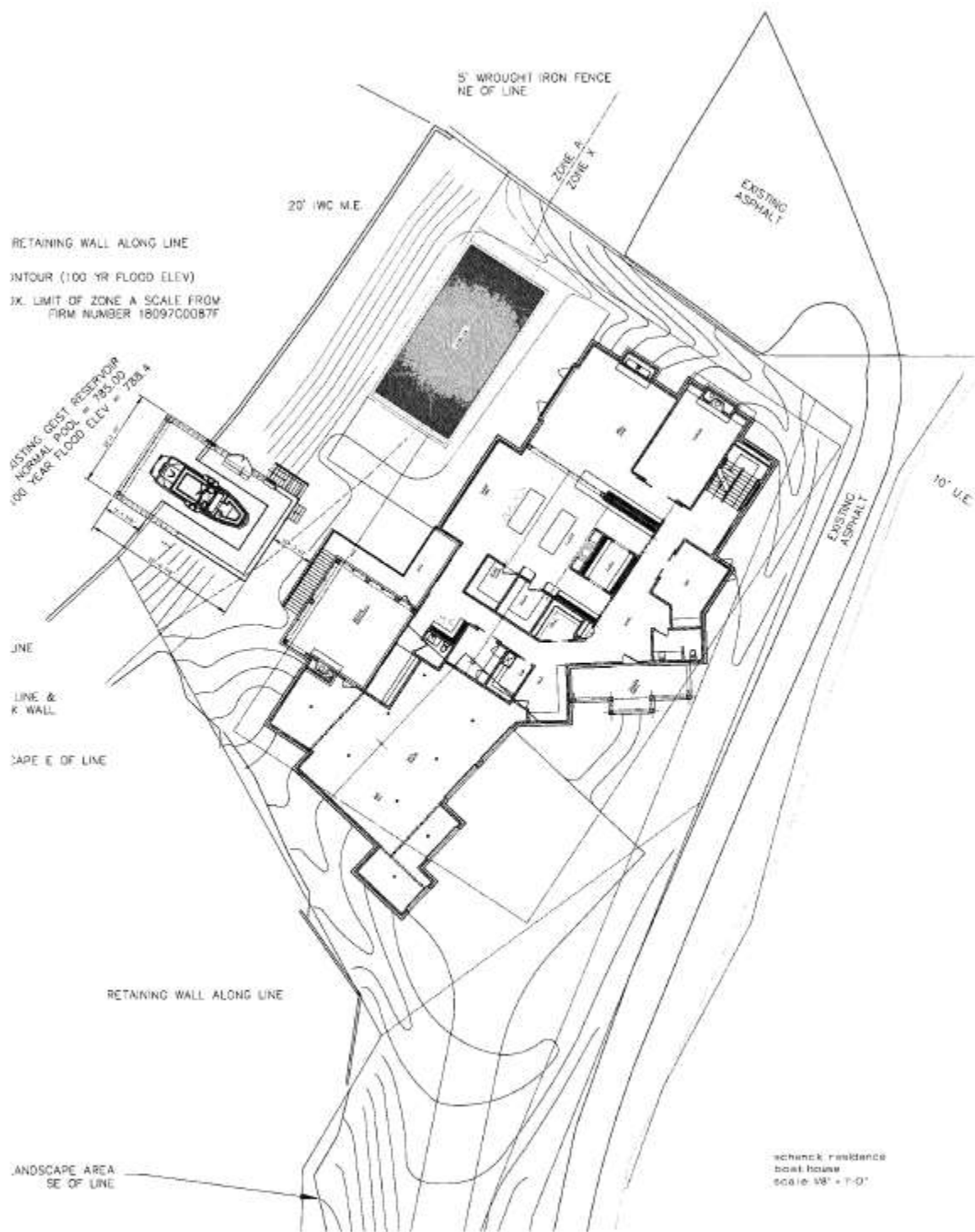
Real Estate commonly know as 12676 Shorevista Drive, Indianapolis , IN 46236 more particularly described as follows:

Lot 279 in Admiral's Bay, Section 6 as per plat of said addition, recorded on _____ as Instrument # _____ in the Office of the Recorder of Marion County, Indiana. County Parcel No.4033715.

EXHIBIT B

DOCK SPECIFICATIONS

[To be attached]



2023-MOD-016; Photographs



Photo of the Subject Property: 12676 Shorevista Drive



Photo of the walk-out basement.



Photo of the northern property boundary abutting Geist Reservoir.

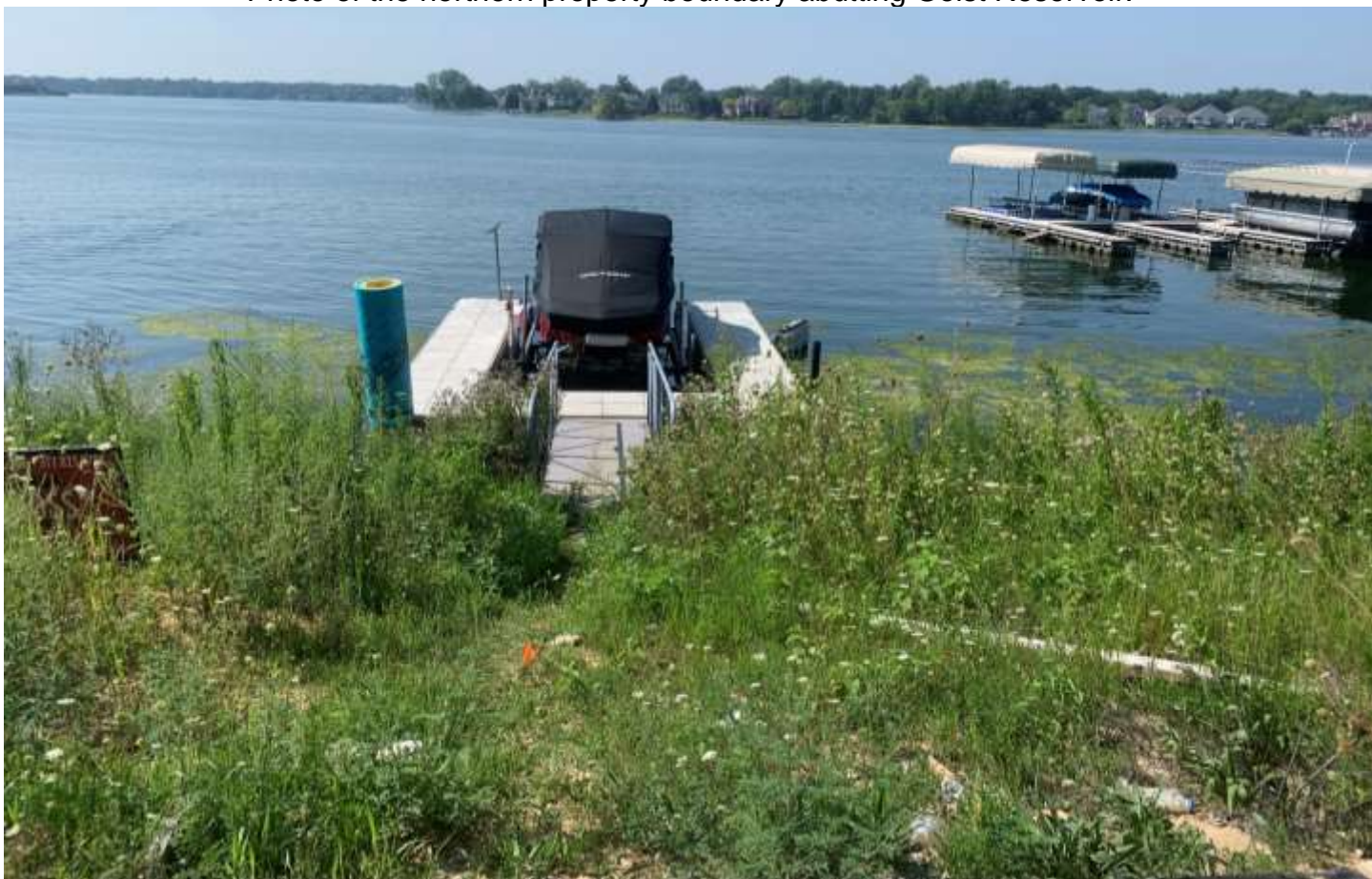


Photo of the existing dock on site.



Photo of the existing sea wall looking southwest.

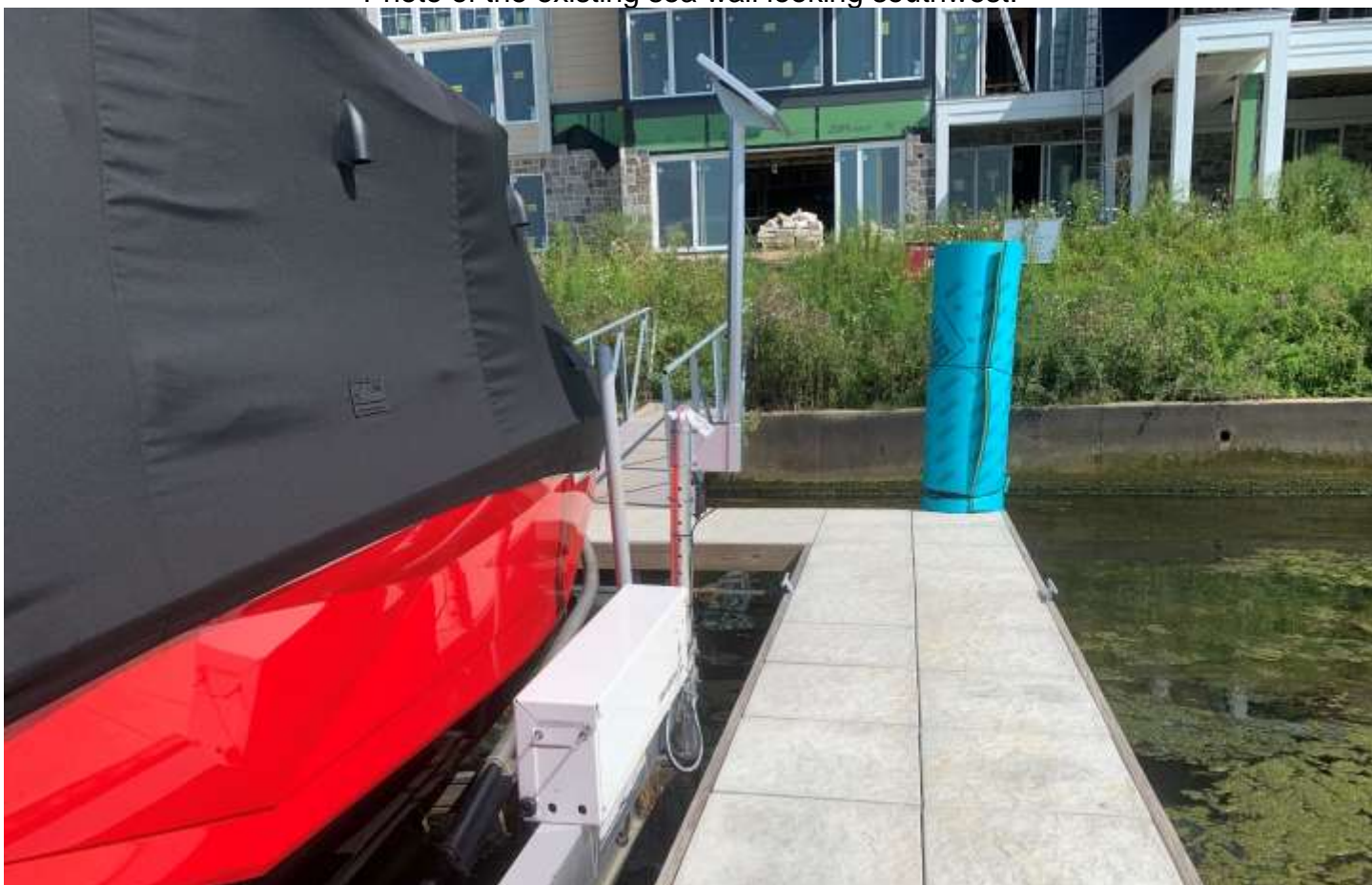


Photo of the existing sea wall to be removed looking towards the dwelling.



Photo of the existing sea wall looking east.



Photo of the existing sea wall to be removed looking towards the dwelling.



Photo of the dock at the adjacent property west of the site.



Photo of the common area boat docks northeast of the site.