

WRITTEN COMMITMENT

THIS WRITTEN COMMITMENT (“Commitment”) is made this ____ day of is made effective as of the ____ day of July, 2025, by GBT Realty Corporation (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of approximately 0.599 acres of real estate located in 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 AR/Low Intensity Agricultural to a C2/Limited Commercial zoning district, bearing number REZ-2024-2027 (the “Petition”), which Petition has been approved by the Allen County Plan Commission (the “Plan Commission”) and the Town of Huntertown Town Council (“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 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:

- 1.1 Animal Kennel;
- 1.2 Assisted Living Facility;
- 1.3 Automobile Rental (Indoor);
- 1.4 Automobile Sales (Indoor);
- 1.5 Bed And Breakfast;
- 1.6 Billiard Or Pool Hall;
- 1.7 Bingo Establishment;
- 1.8 Blood Bank;
- 1.9 Blood Or Plasma Donor Facility;
- 1.10 Boarding/Lodging House;
- 1.11 Bowling Alley;
- 1.12 Campus Housing;

- 1.13 Child Care Home (Class I Or II);
- 1.14 Caterer/Catering;
- 1.15 Club, Private;
- 1.16 Community Center;
- 1.17 Community Garden (Including Outdoor);
- 1.18 Convenience Store;
- 1.19 Correctional Services Facility;
- 1.20 Data Storage Facility;
- 1.21 Dormitory;
- 1.22 Farmers Market (Including Outdoor);
- 1.23 Flea Market;
- 1.24 Fraternity House;
- 1.25 Funeral Home;
- 1.26 Group Residential Facility (Large);
- 1.27 Group Residential Facility (Small);
- 1.28 Haunted House;
- 1.29 Homeless/Emergency Shelter;
- 1.30 Hospital;
- 1.31 Hotel;
- 1.32 Motel;
- 1.33 Multiple Family Complex;
- 1.34 Multiple Family Dwelling;
- 1.35 Neighborhood Facility;
- 1.36 Park or Recreational Area;
- 1.37 Parking Area (Off-Site);
- 1.38 Parking Area;
- 1.39 Parking Structure;
- 1.40 Reception/Banquet Hall;
- 1.41 Rehabilitation Facility;
- 1.42 Residential Dwelling Unit;
- 1.43 Residential Facility, General;
- 1.44 Residential Facility, Limited
- 1.45 Residential Facility For Homeless Individuals;
- 1.46 Retirement Facility;
- 1.47 School;
- 1.48 Skating Rink;
- 1.49 Sorority House;
- 1.50 Swim Club;
- 1.51 Tattoo Establishment;
- 1.52 Theater;
- 1.53 Townhouse Complex;
- 1.54 Treatment Centers;
- 1.55 Wind Energy Conversion System (Micro); and
- 1.56 Zoo.

2. Permitted Uses. Any use otherwise permitted in a C2 Limited Commercial zoning district pursuant to the Hometown, Indiana Zoning Ordinance (the "Ordinance").which is not expressly prohibited pursuant to Section 1 above shall be a permitted use upon the Real Estate.
3. Other Commitments: The Declarant agrees that the following development restrictions shall be complied with upon the Real Estate:
 - 3.1 Drive-thru windows shall be prohibited.
 - 3.2 The exterior lighting plan (parking lot and on building) shall be professionally designed to prevent unreasonable or inappropriate light bleed off or pollution of the neighboring properties on East Carroll Road and shall comply with all Site Lighting Standards, as set forth in Section 154.404 of the Ordinance.
 - 3.3 Declarant agrees to grant access to the property to the immediate west in the event it is rezoned and develops commercially, provided said property owner agrees to enter into an access easement agreement with usual and customary terms for Class A commercial developments in northeastern Indiana, including without limitation: pro rata construction cost reimbursement and pro rata share of cost of maintenance, repair, and replacement of the shared entrance and drive.
 - 3.4 Declarant will maintain property in accordance with all local ordinances regarding maintenance and cleanliness of real property.
 - 3.5 Declarant shall adhere to all Residential Impact Mitigation (Section 154.404) and Landscaping Standards (Section 154.408) of the Ordinance.
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. Last Deeds of Record. The most recent deed of record for the Real Estate was recorded in the Office of the Recorder of Allen County, Indiana as Document Number(s) 2018047582.
9. 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.
10. Governing Law. This Commitment, including the restrictions and covenants hereunder, shall be governed by the laws of the State of Indiana.
11. 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.

Kamlesh R. Patel Trust Agreement
U/A/D March 12, 2018

By: _____
Kamlesh R. Patel, Trustee

“Declarant”

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned Notary Public in and for said County and State, this ____ day of July, 2025, personally appeared Kamlesh R. Patel, as Trustee of the Kamlesh R. Patel Trust Agreement U/A/D March 12, 2018, and acknowledged the execution of the foregoing Written Commitment.

WITNESS my hand and Notarial Seal.

My commission expires:
June 28, 2028

Scott M. Federoff, Notary Public
Resident of Allen, County, Indiana

This instrument prepared by and after recording return to: Scott M. Federoff, FEDEROFF LAW LLC, 14033 Illinois Road, Suite A, Fort Wayne, Indiana 46814.

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. Scott M. Federoff

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 32 NORTH, RANGE 12 EAST, IN ALLEN COUNTY, INDIANA, IN PARTICULAR DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING ON THE SOUTH LINE OF SAID QUARTER SECTION AT A POINT SITUATED 924.0 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE RUNNING WEST ALONG THE LINE AFORESAID A DISTANCE OF 132.0 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 247.5 FEET; THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 132.0 FEET; THENCE SOUTHWARD A DISTANCE OF 247.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.75 ACRES OF LAND.

EXCEPTING:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 32 NORTH, RANGE 12 EAST, AND BEING ALL THAT PART OF LAND DESCRIBED IN INSTRUMENT NUMBER 980081708, LYING WITHIN THE RIGHT OF WAY LINES DEPICTED ON ROUTE SURVEY PLAT FOR CARROLL ROAD, ALLEN COUNTY HIGHWAY DEPARTMENT PROJECT RECORDED MAY 13, 1999 AS INSTRUMENT NUMBER 990035005 IN THE OFFICE OF THE RECORDER OF ALLEN COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SECTION 29, SOUTH 87°48'43" WEST 924.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, AND BEING THE SOUTHEAST CORNER OF THE OWNER'S LAND; THENCE SOUTH 87°48'43" WEST 132.00 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHWEST CORNER OF THE OWNERS LAND; THENCE NORTH 01°39'05" WEST 40.00 FEET ALONG THE WEST LINE OF THE OWNER'S LAND; THENCE NORTH 87°48'43" EAST 132.00 FEET TO THE EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 01°39'05" EAST 40.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 0.121 ACRES, MORE OR LESS. THE PORTION OF THE ABOVE DESCRIBED REAL ESTATE WHICH IS NOT ALREADY EMBRACED WITHIN PUBLIC RIGHTS OF WAY CONTAINS 0.067 ACRES, MORE OR LESS.