AGENDA
CITY OF ELKHART BOARD OF ZONING APPEALS
THURSDAY, NOVEMBER 12, 2026 AT 6:00 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING

This meeting can also be accessed electronically via Teams.
To join, go to https://teams.microsoft.com/meet/295165113324579?p=96uyiD9iQgSpaadMxg, enter **295 165 113 324 579 1** as the meeting number and "**vV6KC7LY**" as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to raen.levendoski@cityofelkhartin.gov prior to the meeting.

1. **ROLL CALL**
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF PROOFS OF PUBLICATION**

4. **OLD BUSINESS**

26-UV-24 PETITIONER IS PATRICK INDUSTRIES, INC.
PROPERTY IS LOCATED AT 3621 S NAPPANEE ST
To vary from 18.2 Permitted Uses in the M-1, Limited Manufacturing District, to allow for a gas station and convenience store.

5. **NEW BUSINESS**

26-BZA-23 PETITIONER IS DEAN MOORE C/O DEAN & MELODY MOORE
PROPERTY IS LOCATED AT 1765 E BEARDSLEY AVE
To vary from Section 26.1.B.8.a, which states in part, 'A maximum of two (2) accessory buildings is allowed on each lot', to allow for a total of three (3) accessory buildings, a variance of one (1) accessory buildings. This request is to replace a deteriorated tool shed (accessory structure).

26-UV-22 PETITIONER IS LAZARO VALADEZ
PROPERTY IS LOCATED AT 1502 & 1514 S MAIN ST
To vary from Section 13.2, Permitted Uses in the B-3, Service Business District, to allow for off premise parking at 1502 S. Main for the adjacent residential property at 1514 S. Main, which will allow for 3 of 4 required parking spaces.
To vary from Section 8.5, Yard Requirements in the R-5, Urban Residential District to allow, at 1514 S. Main, an established lot size of 4791 square feet, to be used as a two family dwelling. The minimum lot size for the conversion to a two family dwelling is 7,200 square feet, a variance of 2,409 square feet for the lot area.
To vary from Section 26.7.B.1.d which states in part, 'Accessory off street parking on the same zoning lot as the use served' to allow for 3 of 4 of the required parking spaces from 1514 S. Main to be located at 1502 S. Main.
To vary from Section 8.5, Yard Requirements in the R-5, Urban Residential District to allow for a property with an established lot Maximum Lot Coverage for Structures over 40% to allow for 44% lot coverage, a variance of 4%.

26-UV-25 PETITIONER IS BACK TABLE LLC c/o FRANZ MORSCHES
PROPERTY IS LOCATED AT VL 2500 BL COUNTY RD 15 (PARCEL 02-25-176-018-027)
To vary from Section 4.2, Permitted Uses, R-1 One-Family Dwelling District, to allow for warehousing.
To vary from Section 26.1.B.8.a, Size, 'a maximum total of seven hundred twenty (720) square feet for the largest structure', to allow for a three thousand five hundred (3,500) square foot structure, a variance of two thousand seven hundred eighty (2,780).

26-X-03 PETITIONER IS ELKHART CLINIC BUILDING LLC
PROPERTY IS LOCATED AT 2310 LEXINGTON AVE
Per Section 11.3, B-1, Neighborhood Business District, Special Exception Uses, (11.3.A) Churches to allow for the establishment of a new church at 2310 Lexington Avenue.

26-BZA-28 PETITIONER IS CHRISTOPHER J & LEZLIE HIMES
PROPERTY IS LOCATED AT 6 LONGWOOD DR AND VL LONGWOOD PL
To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District, which requires front setbacks and rear setbacks located along a river or stream to be the established setbacks. The established rear setback for 6 Longwood Drive is ninety-two feet three inches (92'3"); the requested setback is seventy-seven (77) feet, a variance of fifteen feet three inches (15'3").

The following are for a new structure:
To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which require a twenty-five (25) foot front yard setback to allow for a fifteen (15) foot setback, a variance of ten (10) feet.
To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which requires a thirty (30) foot rear yard setback to allow for a fifteen (15) foot setback, a variance of fifteen (15) feet.
To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which requires a Maximum Lot Coverage for Structures at (40%), to allow for (53.33%), a variance of (13.33%).

6. **STAFF ITEMS**
7. **ADJOURNMENT**

PLEASE REMEMBER TO USE THE MICROPHONE WHEN SPEAKING.
ERRORS IN THE MINUTES MAY RESULT FROM INAUDIBLE VOICES.

BOARD OF ZONING APPEALS MEMBERS

Name	Term	Appointed By
Janet Evanega-Rieckoff, President	February 2, 2024 – January 6, 2028	Mayor
Phalene Leichtman, Vice President	January 1, 2024 – December 31, 2027	Mayor
Ann Linley	January 1, 2026 – December 31, 2027	City Council
Rochali Newbill, Secretary	January 1, 2026 – December 31, 2030	Plan Commission
Position Vacant	TBD	Mayor

LEGAL NOTICE #26-X-03

Hearing on proposed Special Exception **#26-X-03**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on THURSDAY, **NOVEMBER 12, 2026, at 6:00 P.M.** concerning the following request:

A public hearing will be conducted on a Special Exception Petition **#26-X-03.**

Petitioner: Elkhart Clinic Building, LLC

Request: Per Section 11.3, B-1, Neighborhood Business District, Special Exception Uses, (11.3.A) Churches to allow for the establishment of a new church at 2310 Lexington Avenue.

Location: 2310 Lexington Avenue

Zoning: B-1, Neighborhood Business District

This meeting can also be accessed via Teams. To join, go to: https://teams.microsoft.com/meet/2951651133245791?p=96uyiD9iQgSpaadMxg, enter **295 165 113 324 579 1** as the meeting number and **"vV6KC7LY"** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to raen.levendoski@cityofelkhartin.gov prior to the meeting.

LEGAL DESCRIPTION:
A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, in Elkhart County, Indiana, more particularly described as follows: Beginning at a point on the centerline of the highway known as U.S. No. 20, 1284.11 feet Northwest of the intersection of said centerline of said highway with the East line of said Quarter Section, said point being 112.89 feet Southeast of the Southwest corner of the tract of land deeded to George C. Bock as recorded in Deed Record 110 at page 430 in record of the Elkhart County Recorder; thence Northwardly at right angles to said U.S. Highway No. 20, 266.97 feet to the North line of Bel Air Drive (formerly Florence Avenue) if extended Westwardly; thence Eastwardly along the North line of Bel Air Drive if extended Westwardly, 144.13 feet; thence Southwestwardly at right angles to the centerline of said U.S. Highway No. 20, 333.67 feet to the centerline of said U.S. Highway No. 20; thence Northwestwardly along the centerline of said U.S. Highway No. 20, 127.80 feet to the place of beginning

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 26th day of October 2026, by the City of Elkhart, Board of Zoning Appeals.

Publication Date: October 30, 2026

ELKHART COUNTY SHERIFF'S DEPARTMENT
TO THE OWNERS OF THE WITHIN DESCRIBED REAL ESTATE AND ALL INTERESTED PARTIES
NOTICE OF SHERIFF'S SALE
Sheriff's File Number:
Date of Sale: November 25, 2026 at 10:30 AM.
Goshen News
Judgment to be Satisfied:

By virtue of a certified copy of a decree to me directed from the Clerk of Elkhart Superior Court 2 of Elkhart County, Indiana, in Cause No. 20D02-2605-MF-000107

Plaintiff: Lakeview Loan Servicing, LLC

Defendant: Raymond Norris Jr. and Haley Stanton

required me to make the sum as provided for in said Decree with interest and cost, I will expose at public sale to the highest bidder, at the hour of 10:30 AM of said day listed above, at www.zeusauction.com, the fee simple of the whole body of Real Estate in Elkhart County, Indiana.

A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 5 EAST, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION AND ALONG THE CENTERLINE OF OSOLO ROAD (COUNTY ROAD 11), 386.77 FEET; THENCE NORTH 89°54' WEST, 25 FEET TO THE WEST RIGHT-OF-WAY OF OSOLO ROAD (COUNTY ROAD 11), SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LAND CONVEYED TO 3 K-H, INC. (ELKHART COUNTY DEED RECORD 413, PAGE 750) FOR THE BEGINNING POINT OF THIS DESCRIPTION; THENCE CONTINUING NORTH 89°54' WEST ALONG THE NORTHERLY LINE OF SAID 3 K-H, INC. LAND, 141 FEET TO THE EAST LINE OF HAMILTON COURT, AS SAID COURT IS KNOWN AND DESIGNATED IN THE PROPOSED PLAT OF HASTINGS PARK ADDITION; THENCE NORTH ALONG THE EAST LINE OF HAMILTON COURT, 175 FEET TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FRANK C. AND NORA BELLOWS (ELKHART COUNTY DEED RECORD 203, PAGE 34); THENCE SOUTH 89°54' EAST ALONG THE SOUTHERLY LINE OF SAID BELLOWS LAND, 141 FEET TO THE WEST RIGHT-OF- WAY LINE OF OSOLO ROAD (COUNTY ROAD 11); THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF OSOLO ROAD (COUNTY ROAD 11), 175 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL ALSO BEING KNOWN AS THE NORTH HALF OF LOT 15, THE SOUTH ONE QUARTER OF LOT 17, AND ALL OF LOT 16, IN THE PROPOSED PLAT OF HASTINGS PARK ADDITION.ALSO: A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 5 EAST, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT THAT IS 486.77 FEET NORTH AND 183 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 165 FEET; THENCE NORTH, 50 FEET; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 165 FEET; THENCE SOUTH, 50 FEET TO THE POINT OF BEGINNING, AND BEING KNOWN AS THE NORTH HALF OF LOT 43 IN THE PROPOSED PLAT OF HASTINGS PARK ADDITION.

More commonly known as 1515 Osolo Rd, Elkhart, IN 46514-4123

Parcel No. 20-02-33-285-009.000-027; 20-02-33-285-010.000-027; 20-02-33-285-011.000-027

Together with rents, issues, income and profits thereof, said sale will be made without relief from valuation or appraisement laws. This Notice shall also represent service of Notice of Sale of the above-described real estate upon the owners, pursuant to requirements of IC 32-29-7-3.

/s/ Barry T. Barnes
BARRY T. BARNES, Plaintiff Attorney Jeff A. Siegel, Sheriff
Attorney # 19657-49
FEIWELL & HANNOY, P.C.
8415 Allison Pointe Blvd., Suite 400
Indianapolis, IN 46250
(317) 237-2727

Osolo
Township

The Sheriff's Department does not warrant the accuracy of the street address published herein.

NOTICE
FEIWELL & HANNOY, P.C. IS A DEBT COLLECTOR.

ELKHART COUNTY SHERIFF'S DEPARTMENT
TO THE OWNERS OF THE WITHIN DESCRIBED REAL ESTATE AND ALL INTERESTED PARTIES

NOTICE OF SHERIFF'S SALE
Sheriff's File Number:
Date of Sale: November 25, 2026 at 10:30 AM.
Goshen News
Judgment to be Satisfied:

By virtue of a certified copy of a decree to me directed from the Clerk of Elkhart Superior Court 2 of Elkhart County, Indiana, in Cause No. 20D02-2606-MF-000115

Plaintiff: Freedom Mortgage Corporation

Defendant: Carlos Garcia, National Mutual Insurance Company and One Advantage, LLC

required me to make the sum as provided for in said Decree with interest and cost, I will expose at public sale to the highest bidder, at the hour of 10:30 AM of said day listed above, at www.zeusauction.com, the fee simple of the whole body of Real Estate in Elkhart County, Indiana.

LOTS NUMBERED 89 AND 90 AS THE SAID LOTS ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF S.M. BEESON'S 2ND ADDITION TO THE CITY OF ELKHART, SAID PLAT BEING RECORDED IN DEED RECORD 31, PAGE 475 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.EXCEPT THAT PART CONVEYED TO THE CITY OF ELKHART FOR RICHMOND STREET.

More commonly known as 524 Virginia Ave, Elkhart, IN 46516-3717

Parcel No. 20-06-04-363-013.000-012

Together with rents, issues, income and profits thereof, said sale will be made without relief from valuation or appraisement laws. This Notice shall also represent service of Notice of Sale of the above-described real estate upon the owners, pursuant to requirements of IC 32-29-7-3.

/s/BRYAN K. REDMOND
BRYAN K. REDMOND, Plaintiff Attorney Jeff A. Siegel, Sheriff
Attorney # 22108-29
FEIWELL & HANNOY, P.C.
8415 Allison Pointe Blvd., Suite 400
Indianapolis, IN 46250

Concord
Township

The Sheriff's Department does not warrant the accuracy of the street address published herein.

NOTICE
FEIWELL & HANNOY, P.C. IS A DEBT COLLECTOR.

LEGAL NOTICE #26-UV-22

Hearing on proposed Use Variance **#26-UV-22**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **THURSDAY, NOVEMBER 12, 2026, at 6:00 P.M.** concerning the following request:

A public hearing will be conducted on a Use Variance Petition **#26-UV-22.**

Petitioner: Lazaro Valadez

Request: To vary from Section 13.2, Permitted Uses in the B-3, Service Business District, to allow for off premise parking at 1502 S. Main for the adjacent residential property at 1514 S. Main, which will allow for 3 of 4 required parking spaces.
To vary from Section 8.5, Yard Requirements in the R-5, Urban Residential District to allow, at 1514 S. Main, an established lot size of 4791 square feet, to be used as a two-family dwelling. The minimum lot size for the conversion to a two-family dwelling is 7,200 squares feet, a variance of 2,409 square feet for the lot area.
To vary from Section 26.7.B.1.d which states in part, 'Accessory off street parking on the same zoning lot as the use served' to allow for 3 of 4 of the required parking spaces from 1514 S. Main to be located at 1502 S. Main.
To vary from Section 8.5, Yard Requirements in the R-5, Urban Residential District to allow for a property with an established lot Maximum Lot Coverage for Structures over 40% to allow for 44% lot coverage, a variance of 4%.

Location: 1502 and 1514 South Main Street

Zoning: B-3, Service Business District and R-5, Urban Residential District

This meeting can also be accessed via Teams. To join, go to: https://teams.microsoft.com/meet/2951651133245791?p=96uyiD9iQgSpaadMxg, enter **295 165 113 324 579 1** as the meeting number and **"vV6KC7LY"** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to raen.levendoski@cityofelkhartin.gov prior to the meeting.

LEGAL DESCRIPTION:
Parcel I: Lot Numbered 1 in Allendale, an Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 98, Page 227, in the Office of the recorder of Elkhart County, Indiana, EXCEPTING therefrom a part of said Lot 1, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 90°00'00" East, 20.51 feet along the North line of said lot; thence South 21°42'09" East, 37.50 feet; thence South 31°50'44" East, 30.26 feet; thence South 55°58'47" West, 7.85 feet along the Southeastern line of said lot; thence North 34°01'13" West, 78.35 feet along the Southwestern line of said lot to the Point of Beginning, Also Excepting a parcel of land 24 feet in width off the entire South side of said lot.

Parcel II: A part of the Southwest Quarter of Section 9, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, being more particularly described as follows: Commencing at the intersection of the centerline of Main Street and Indiana Avenue; thence on an assumed bearing of North 90°00'00" East along the centerline of said Indiana Avenue, a distance of 111.86 feet; thence South 00°00'00" West, a distance of 54.00 feet to a rebar marking the Point of Beginning of this description; thence North 90°00'00" East, parallel with and 54.00 feet South of as measured at right angles to the centerline of said Indiana Avenue, a distance of 142.79 feet to a rebar; thence South 33°55'21" East, a distance of 29.35 feet to the point of curvature of a 28.00-foot radius curve to the right, concave to the Northwest; thence Southerly and Southwesterly along the arc of said 28.00-foot radius curve, a distance of 60.48 feet (chord bearing South 27°57'13" West, chord distance 49.39 feet) to a rebar marking the point of tangency of said curve; thence South 89°49'47" West along the North line of a 15.00-foot-wide alley, as said alley is dedicated on the Plat of Allendale Addition, said Plat being recorded in the Office of the Recorder of Elkhart County in Deed Record Volume 98, Page 227, a distance of 100.18 feet to a rebar; thence North 34°01'13" West, parallel with and 54.00 feet Northeasterly as measured at right angles to the centerline of aforesaid Main Street, a distance of 64.05 feet to a rebar; thence North 00°00'00" East, a distance of 15.19 feet to the Point of Beginning of this description, containing 0.223 of an acre, more or less.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office

LEGAL NOTICE #26-BZA-28

Hearing on proposed Developmental Variance **#26-BZA-28**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on THURSDAY, **NOVEMBER 12, 2026, at 6:00 P.M.** concerning the following request:

A public hearing will be conducted on a Developmental Variance Petition **#26-BZA-28.**

Petitioner: Christopher J & Lezlie Himes

Request: To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District, which requires front setbacks and rear setbacks located along a river or stream to be the established setbacks. The established rear setback for 6 Longwood Drive is ninety-two feet three inches (92'3"); the requested setback is seventy-seven (77) feet, a variance of fifteen feet three inches (15'3").
The following are for a new structure:
To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which require a twenty-five (25) foot front yard setback to allow for a fifteen (15) foot setback, a variance of ten (10) feet.
To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which requires a thirty (30) foot rear yard setback to allow for a fifteen (15) foot setback, a variance of fifteen (15) feet.
To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which requires a Maximum Lot Coverage for Structures at (40%), to allow for (53.33%), a variance of (13.33%).

Location: 6 Longwood Drive and Vacant Land Longwood Place Subdivision Lots 3-5 and Part Lots 1 and 2 (Parcels: 02-34-352-001-012, 02-34-351-001-012 and 02-34-351-006-012)

Zoning: R-1, One-Family Dwelling District

This meeting can also be accessed via Teams. To join, go to: https://teams.microsoft.com/meet/2951651133245791?p=96uyiD9iQgSpaadMxg, enter **295 165 113 324 579 1** as the meeting number and **"vV6KC7LY"** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to raen.levendoski@cityofelkhartin.gov prior to the meeting.

LEGAL DESCRIPTION:
Lots Numbered 6 & 7 as shown on the plat of Longwood Place recorded in the Office of the Recorder of Elkhart County, Indiana Plat Book 1 Page 186.
ALSO,
Lots Numbered 3, 4 & 5 as shown on the plat of Longwood Place recorded in the Office of the Recorder of Elkhart County, Indiana Plat Book 1, Page 186.
ALSO,
Part of East portions of Lots Numbered 1 & 2 as shown on the plat of Longwood Place recorded in the Office of the Recorder of Elkhart County, Indiana Plat Book 1, Page 186.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 26th day of October 2026, by the City of Elkhart, Board of Zoning Appeals.

Publication Date: October 30, 2026

LEGAL NOTICE #26-UV-25

Hearing on proposed Use Variance **#26-UV-25**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **THURSDAY, NOVEMBER 12, 2026, at 6:00 P.M.** concerning the following request:

A public hearing will be conducted on a Use Variance Petition **#26-UV-25.**

Petitioner: Back Table LLC c/o Franz Morsches

Request: To vary from Section 4.2, Permitted Uses, R-1 One-Family Dwelling District, to allow for warehousing.

To vary from Section 26.1.B.8.a, Size, 'a maximum total of seven hundred twenty (720) square feet for the largest structure', to allow for a three thousand five hundred (3,500) square foot structure, a variance of two thousand seven hundred eighty (2,780).

Location: Vacant Lot 2500 Block County Road 15 (Parcel: 02-25-176-018-027)

Zoning: R-1, One-Family Dwelling District

This meeting can also be accessed via Teams. To join, go to: https://teams.microsoft.com/meet/2951651133245791?p=96uyiD9iQgSpaadMxg, enter **295 165 113 324 579 1** as the meeting number and **"vV6KC7LY"** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to raen.levendoski@cityofelkhartin.gov prior to the meeting.

LEGAL DESCRIPTION:
LOT NUMBERED TWO (2) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF LOWRY MINOR A SUBDIVISION IN OSOLO TOWNSHIP; SAID PLAT BEING RECORDED IN PLAT BOOK 23, PAGE 54, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 26th day of October 2026, by the City of Elkhart, Board of Zoning Appeals.

Publication Date: October 30, 2026

ELKHART COUNTY SHERIFF'S DEPARTMENT
TO THE OWNERS OF THE WITHIN DESCRIBED REAL ESTATE AND ALL INTERESTED PARTIES
NOTICE OF SHERIFF'S SALE
Sheriff's File Number:
Date of Sale: November 25, 2026 at 10:30 AM.
Goshen News
Judgment to be Satisfied:

By virtue of a certified copy of a decree to me directed from the Clerk of Elkhart Superior Court 2 of Elkhart County, Indiana, in Cause No. 20D02-2601-MF-000002

Plaintiff: Lakeview Loan Servicing, LLC

Defendant: Roberto Cid Cruz a/k/a Roberto Cid-Cruz, Notre Dame Federal Credit Union, United States of America, acting through the Secretary of Housing and Urban Development and Capital One, N.A.

of the tract of land deeded to George C. Bock as recorded in Deed Record 110 at page 430 in record of the Elkhart County Recorder; thence Northwardly at right angles to said U.S. Highway No. 20, 266.97 feet to the North line of Bel Air Drive (formerly Florence Avenue) if extended Westwardly; thence Eastwardly along the North line of Bel Air Drive if extended Westwardly, 144.13 feet; thence Southwestwardly at right angles to the centerline of said U.S. Highway No. 20, 333.67 feet to the centerline of said U.S. Highway No. 20; thence Northwestwardly along the centerline of said U.S. Highway No. 20, 127.80 feet to the place of beginning

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 26th day of October 2026, by the City of Elkhart, Board of Zoning Appeals.

Publication Date: October 30, 2026

ELKHART COUNTY SHERIFF'S DEPARTMENT
TO THE OWNERS OF THE WITHIN DESCRIBED REAL ESTATE AND ALL INTERESTED PARTIES
NOTICE OF SHERIFF'S SALE
Sheriff's File Number:
Date of Sale: November 25, 2026 at 10:30 AM.
Goshen News
Judgment to be Satisfied:

By virtue of a certified copy of a decree to me directed from the Clerk of Elkhart Superior Court 2 of Elkhart County, Indiana, in Cause No. 20D02-2605-MF-000107

Plaintiff: Lakeview Loan Servicing, LLC

Defendant: Raymond Norris Jr. and Haley Stanton

required me to make the sum as provided for in said Decree with interest and cost, I will expose at public sale to the highest bidder, at the hour of 10:30 AM of said day listed above, at www.zeusauction.com, the fee simple of the whole body of Real Estate in Elkhart County, Indiana.

A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 5 EAST, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER SECTION AND ALONG THE CENTERLINE OF OSOLO ROAD (COUNTY ROAD 11), 386.77 FEET; THENCE NORTH 89°54' WEST, 25 FEET TO THE WEST RIGHT-OF-WAY OF OSOLO ROAD (COUNTY ROAD 11), SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LAND CONVEYED TO 3 K-H, INC. (ELKHART COUNTY DEED RECORD 413, PAGE 750) FOR THE BEGINNING POINT OF THIS DESCRIPTION; THENCE CONTINUING NORTH 89°54' WEST ALONG THE NORTHERLY LINE OF SAID 3 K-H, INC. LAND, 141 FEET TO THE EAST LINE OF HAMILTON COURT, AS SAID COURT IS KNOWN AND DESIGNATED IN THE PROPOSED PLAT OF HASTINGS PARK ADDITION; THENCE NORTH ALONG THE EAST LINE OF HAMILTON COURT, 175 FEET TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO FRANK C. AND NORA BELLOWS (ELKHART COUNTY DEED RECORD 203, PAGE 34); THENCE SOUTH 89°54' EAST ALONG THE SOUTHERLY LINE OF SAID BELLOWS LAND, 141 FEET TO THE WEST RIGHT-OF- WAY LINE OF OSOLO ROAD (COUNTY ROAD 11); THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF OSOLO ROAD (COUNTY ROAD 11), 175 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL ALSO BEING KNOWN AS THE NORTH HALF OF LOT 15, THE SOUTH ONE QUARTER OF LOT 17, AND ALL OF LOT 16, IN THE PROPOSED PLAT OF HASTINGS PARK ADDITION.ALSO: A PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 5 EAST, OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT THAT IS 486.77 FEET NORTH AND 183 FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 165 FEET; THENCE NORTH, 50 FEET; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 165 FEET; THENCE SOUTH, 50 FEET TO THE POINT OF BEGINNING, AND BEING KNOWN AS THE NORTH HALF OF LOT 43 IN THE PROPOSED PLAT OF HASTINGS PARK ADDITION.

More commonly known as 1515 Osolo Rd, Elkhart, IN 46514-4123

Parcel No. 20-02-33-285-009.000-027; 20-02-33-285-010.000-027; 20-02-33-285-011.000-027

Together with rents, issues, income and profits thereof, said sale will be made without relief from valuation or appraisement laws. This Notice shall also represent service of Notice of Sale of the above-described real estate upon the owners, pursuant to requirements of IC 32-29-7-3.

/s/ Barry T. Barnes
BARRY T. BARNES, Plaintiff Attorney Jeff A. Siegel, Sheriff
Attorney # 19657-49
FEIWELL & HANNOY, P.C.
8415 Allison Pointe Blvd., Suite 400
Indianapolis, IN 46250
(317) 237-2727

Osolo
Township

The Sheriff's Department does not warrant the accuracy of the street address published herein.

NOTICE
FEIWELL & HANNOY, P.C. IS A DEBT COLLECTOR.

Together with rents, issues, income and profits thereof, said sale will be made without relief from valuation or appraisement laws. This Notice shall also represent service of Notice of Sale of the above-described real estate upon the owners, pursuant to requirements of IC 32-29-7-3.

/s/BRYAN K. REDMOND
BRYAN K. REDMOND, Plaintiff Attorney Jeff A. Siegel, Sheriff
Attorney # 22108-29
FEIWELL & HANNOY, P.C.
8415 Allison Pointe Blvd., Suite 400
Indianapolis, IN 46250

Concord
Township

The Sheriff's Department does not warrant the accuracy of the street address published herein.

NOTICE
FEIWELL & HANNOY, P.C. IS A DEBT COLLECTOR.

LEGAL NOTICE #26-UV-22

Hearing on proposed Use Variance **#26-UV-22**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **THURSDAY, NOVEMBER 12, 2026, at 6:00 P.M.** concerning the following request:

A public hearing will be conducted on a Use Variance Petition **#26-UV-22.**

Petitioner: Lazaro Valadez

Request: To vary from Section 13.2, Permitted Uses in the B-3, Service Business District, to allow for off premise parking at 1502 S. Main for the adjacent residential property at 1514 S. Main, which will allow for 3 of 4 required parking spaces.
To vary from Section 8.5, Yard Requirements in the R-5, Urban Residential District to allow, at 1514 S. Main, an established lot size of 4791 square feet, to be used as a two-family dwelling. The minimum lot size for the conversion to a two-family dwelling is 7,200 squares feet, a variance of 2,409 square feet for the lot area.
To vary from Section 26.7.B.1.d which states in part, 'Accessory off street parking on the same zoning lot as the use served' to allow for 3 of 4 of the required parking spaces from 1514 S. Main to be located at 1502 S. Main.
To vary from Section 8.5, Yard Requirements in the R-5, Urban Residential District to allow for a property with an established lot Maximum Lot Coverage for Structures over 40% to allow for 44% lot coverage, a variance of 4%.

Location: 1502 and 1514 South Main Street

Zoning: B-3, Service Business District and R-5, Urban Residential District

This meeting can also be accessed via Teams. To join, go to: https://teams.microsoft.com/meet/2951651133245791?p=96uyiD9iQgSpaadMxg, enter **295 165 113 324 579 1** as the meeting number and **"vV6KC7LY"** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to raen.levendoski@cityofelkhartin.gov prior to the meeting.

LEGAL DESCRIPTION:
Parcel I: Lot Numbered 1 in Allendale, an Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 98, Page 227, in the Office of the recorder of Elkhart County, Indiana, EXCEPTING therefrom a part of said Lot 1, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 90°00'00" East, 20.51 feet along the North line of said lot; thence South 21°42'09" East, 37.50 feet; thence South 31°50'44" East, 30.26 feet; thence South 55°58'47" West, 7.85 feet along the Southeastern line of said lot; thence North 34°01'13" West, 78.35 feet along the Southwestern line of said lot to the Point of Beginning, Also Excepting a parcel of land 24 feet in width off the entire South side of said lot.

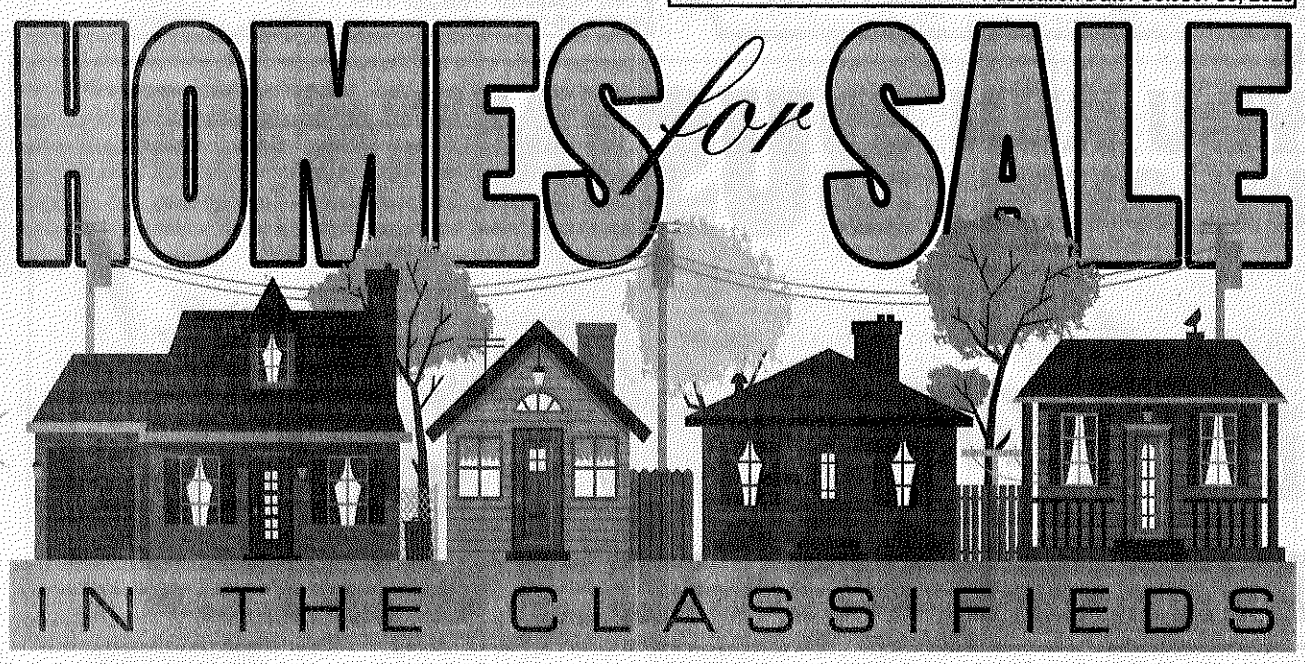
Parcel II: A part of the Southwest Quarter of Section 9, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, being more particularly described as follows: Commencing at the intersection of the centerline of Main Street and Indiana Avenue; thence on an assumed bearing of North 90°00'00" East along the centerline of said Indiana Avenue, a distance of 111.86 feet; thence South 00°00'00" West, a distance of 54.00 feet to a rebar marking the Point of Beginning of this description; thence North 90°00'00" East, parallel with and 54.00 feet South of as measured at right angles to the centerline of said Indiana Avenue, a distance of 142.79 feet to a rebar; thence South 33°55'21" East, a distance of 29.35 feet to the point of curvature of a 28.00-foot radius curve to the right, concave to the Northwest; thence Southerly and Southwesterly along the arc of said 28.00-foot radius curve, a distance of 60.48 feet (chord bearing South 27°57'13" West, chord distance 49.39 feet) to a rebar marking the point of tangency of said curve; thence South 89°49'47" West along the North line of a 15.00-foot-wide alley, as said alley is dedicated on the Plat of Allendale Addition, said Plat being recorded in the Office of the Recorder of Elkhart County in Deed Record Volume 98, Page 227, a distance of 100.18 feet to a rebar; thence North 34°01'13" West, parallel with and 54.00 feet Northeasterly as measured at right angles to the centerline of aforesaid Main Street, a distance of 64.05 feet to a rebar; thence North 00°00'00" East, a distance of 15.19 feet to the Point of Beginning of this description, containing 0.223 of an acre, more or less.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 26th day of October 2026, by the City of Elkhart, Board of Zoning Appeals.

Publication Date: October 30, 2026



This meeting can also be accessed via Teams. To join, go to: https://teams.microsoft.com/meet/2951651133245791?p=96uyiD9iQgSpaadMxg, enter **295 165 113 324 579 1** as the meeting number and **"vV6KC7LY"** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to raen.levendoski@cityofelkhartin.gov prior to the meeting.

LEGAL DESCRIPTION:
Lots Numbered 6 & 7 as shown on the plat of Longwood Place recorded in the Office of the Recorder of Elkhart County, Indiana Plat Book 1 Page 186.
ALSO,
Lots Numbered 3, 4 & 5 as shown on the plat of Longwood Place recorded in the Office of the Recorder of Elkhart County, Indiana Plat Book 1, Page 186.
ALSO,
Part of East portions of Lots Numbered 1 & 2 as shown on the plat of Longwood Place recorded in the Office of the Recorder of Elkhart County, Indiana Plat Book 1, Page 186.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 26th day of October 2026, by the City of Elkhart, Board of Zoning Appeals.

Publication Date: October 30, 2026

LEGAL NOTICE #26-UV-25

Hearing on proposed Use Variance **#26-UV-25**

NOTICE is hereby given that the City of Elkhart Board of Zoning Appeals will meet in the Council Chambers on the second floor of the Municipal Building, 229 South Second Street, Elkhart, Indiana on **THURSDAY, NOVEMBER 12, 2026, at 6:00 P.M.** concerning the following request:

A public hearing will be conducted on a Use Variance Petition **#26-UV-25.**

Petitioner: Back Table LLC c/o Franz Morsches

Request: To vary from Section 4.2, Permitted Uses, R-1 One-Family Dwelling District, to allow for warehousing.

To vary from Section 26.1.B.8.a, Size, 'a maximum total of seven hundred twenty (720) square feet for the largest structure', to allow for a three thousand five hundred (3,500) square foot structure, a variance of two thousand seven hundred eighty (2,780).

Location: Vacant Lot 2500 Block County Road 15 (Parcel: 02-25-176-018-027)

Zoning: R-1, One-Family Dwelling District

This meeting can also be accessed via Teams. To join, go to: https://teams.microsoft.com/meet/2951651133245791?p=96uyiD9iQgSpaadMxg, enter **295 165 113 324 579 1** as the meeting number and **"vV6KC7LY"** as the password. Attendees may preregister or enter during the meeting. Comments and questions may be submitted to raen.levendoski@cityofelkhartin.gov prior to the meeting.

LEGAL DESCRIPTION:
LOT NUMBERED TWO (2) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF LOWRY MINOR A SUBDIVISION IN OSOLO TOWNSHIP; SAID PLAT BEING RECORDED IN PLAT BOOK 23, PAGE 54, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Arguments for and against the granting of the above designated petition will be heard at this meeting.

PLEASE NOTE: A copy of this petition is on file in the Planning Office for public examination prior to the hearing. Written objections to this petition which are filed with the Secretary of the Board, located in the Planning Office, prior to the hearing will be considered. The hearing may be continued from time to time as may be found necessary.

Dated at Elkhart, Indiana this 26th day of October 2026, by the City of Elkhart, Board of Zoning Appeals.

Publication Date: October 30, 2026

ELKHART COUNTY SHERIFF'S DEPARTMENT
TO THE OWNERS OF THE WITHIN DESCRIBED REAL ESTATE AND ALL INTERESTED PARTIES
NOTICE OF SHERIFF'S SALE
Sheriff's File Number:
Date of Sale: November 25, 2026 at 10:30 AM.
Goshen News
Judgment to be Satisfied:

By virtue of a certified copy of a decree to me directed from the Clerk of Elkhart Superior Court 2 of Elkhart County, Indiana, in Cause No. 20D02-2601-MF-000002

Plaintiff: Lakeview Loan Servicing, LLC

Defendant: Roberto Cid Cruz a/k/a Roberto Cid-Cruz, Notre Dame Federal Credit Union, United States of America, acting through the Secretary of Housing and Urban Development and Capital One, N.A.

required me to make the sum as provided for in said Decree with interest and cost, I will expose at public sale to the highest bidder, at the hour of 10:30 AM of said day listed above, at www.zeusauction.com, the fee simple of the whole body of Real Estate in Elkhart County, Indiana.

LOT NUMBERED 8 IN THE CROSSING AS PER PLAT THEREOF RECORDED DECEMBER 26, 2007 AS INSTRUMENT NUMBER 2007-35154 IN PLAT BOOK 32, PAGE 37 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA

More commonly known as 1323 Sand Hills Pt, Goshen, IN 46526-8160

Parcel No. 20-11-17-302-008.000-015

Together with rents, issues, income and profits thereof, said sale will be made without relief from valuation or appraisement laws. This Notice shall also represent service of Notice of Sale of the above-described real estate upon the owners, pursuant to requirements of IC 32-29-7-3.

/s/ BARRY T BARNES
BARRY T. BARNES, Plaintiff Attorney Jeff A. Siegel, Sheriff
Attorney # 19657-49
FEIWELL & HANNOY, P.C.
8415 Allison Pointe Blvd., Suite 400
Indianapolis, IN 46250
(317) 237-2727

Elkhart
Township

The Sheriff's Department does not warrant the accuracy of the street address published herein.

NOTICE
FEIWELL & HANNOY, P.C. IS A DEBT COLLECTOR.

City of Elkhart

Staff Report

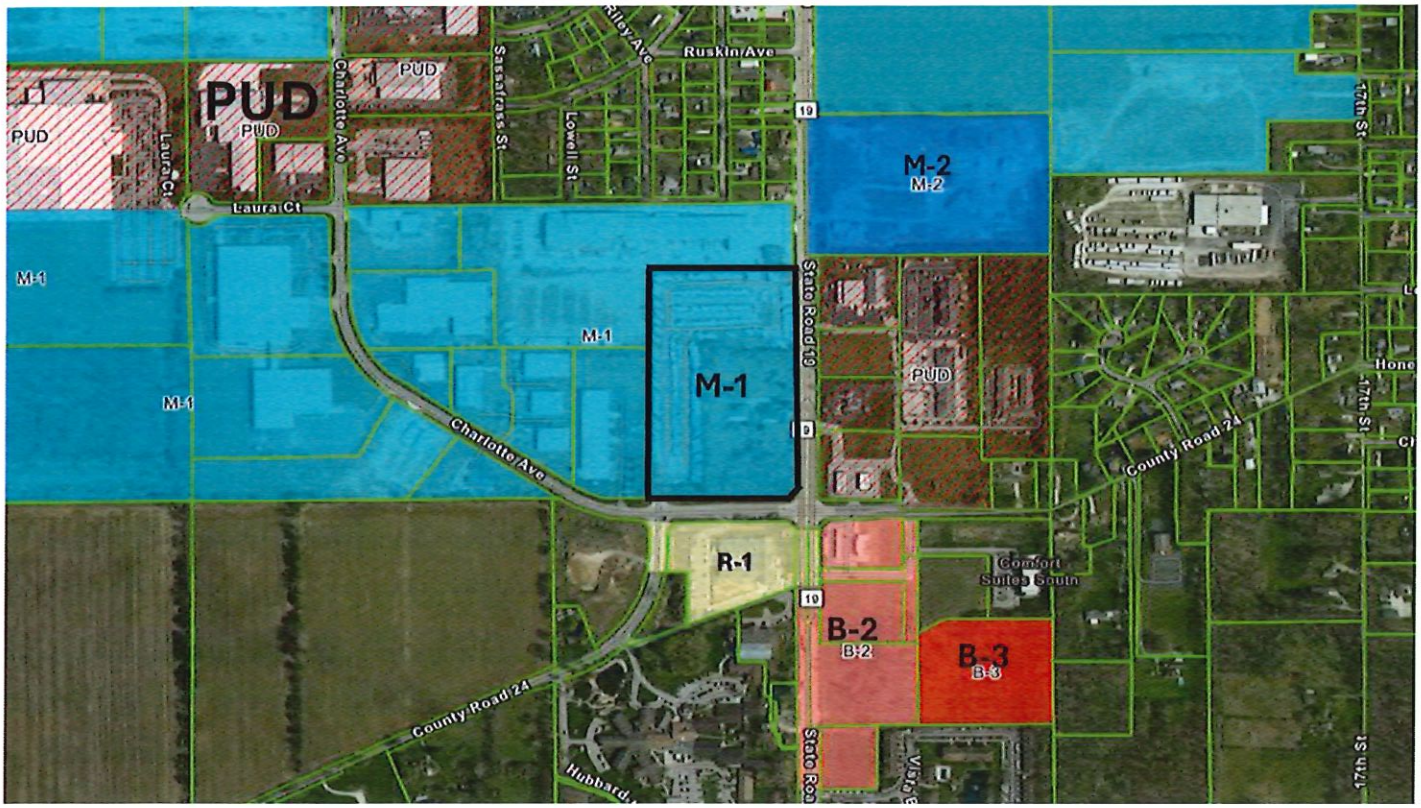
Planning & Zoning

Petition:	26-UV-24
Petition Type:	Use Variance
Date:	November 12 , 2026
Petitioner:	Patrick Industries, Inc.
Site Location:	3621 South Nappanee Street
Request:	To vary from 18.2 Permitted Uses in the M-1, Limited Manufacturing District, to allow for a gas station and convenience store.
Previous BZA Action:	None
Existing Zoning:	M-1, Limited Manufacturing District
Size:	+/- 15.04 Acres
Thoroughfares:	South Nappanee Street and Charlotte Avenue
School District:	Elkhart Community Schools
Utilities:	Available and provided to the site.

Surrounding Land Use & Zoning:
The property to the north and west is M-1 Limited Manufacturing District. The property to the north is B-2 Community Business District. The property to the east is DPUD B-3 Service Business District. The properties to the south are B-2 Community Business District and R-1 One Family Dwelling District.

Applicable Sections of the Zoning Ordinance:
Enumerated in request.

Comprehensive Plan:
The Comprehensive Plan for this area has not yet been adopted for this land but anticipate the land use to be designated as commercial.



Staff Analysis

The petitioner is requesting to vary from 18.2 Permitted Uses in the M-1, Limited Manufacturing District, to allow for a gas station and convenience store.

The petitioner's desire is to build a gas station and convenience store on a portion of this property. The Southeast 6+ acres is the proposed development site. The petitioner is requesting access off SR 19 and Charlotte Avenue. As this report is being drafted, access points are currently under review with Public Works/INDOT and an updated plat has been resubmitted by the petitioner. The plat committee is continuing to review the merits of the plat. During review of the plat, Public Works have concerns with the safety of traffic access points and desire to have this matter reviewed further with the applicant and INDOT. The applicant has continued to develop the access management plan with regular communication with INDOT and Public Works.

The property is located along South Nappanee Street/SR 19 and US Highway 20 is about ¾ mile to the South. With the site located on the west side of the street, adjacent to manufacturing, this type of automobile related use should capture commuter traffic. The existing uses along this segment of South Nappanee Street are a mix of light manufacturing, commercial and residential uses serving as a gateway into the city. At the intersection of Charlotte and Nappanee on the East side of the road are two existing gas stations with convenience store uses.

Staff feel that the request should be a rezoning of a B-2 or B-3 use district with a recommendation from the Plan Commission and a final decision by City Council. This petition has been submitted to the City by our request and the petitioner desires to continue the Use Variance for expediency. The petitioner has offered to develop the site with B-3 uses as a condition. This proposed development does not fit the appropriate zoning district, is a high traffic generator, located at a major intersection, on a high traffic volume road and the gateway to the southwest side of the City; warrant review by the board (PC) that is designed to plan for future land use and their

impacts with a final decision by the legislative body who ultimately determine the viability and benefit of this project for the City.

The staff recommend **denial** of this petition for the reason a significant and sizeable development in a busy corridor require the PC and Council to determine the merits for use and standards.

Recommendation

The Staff recommends **denial** of the use variance based on the following findings of fact:

1. The approval **will not** be injurious to the public health, safety, morals or general welfare of the community because the proposed use of the property is less intense than uses that are permitted in this zoning district;

2. The use and value of the area adjacent to the property **will not** be affected in a substantially adverse manner because the use is low impact that will not create any noise or odor;

3. The strict application of the terms of this Ordinance **will not** constitute an unnecessary hardship if applied to the property for which the variance is sought because the applicant retains other options with a more appropriate pathway to develop the property as a rezoning to a B zoned district;

4. Special conditions and circumstances **do exist** which are particular to the land involved and which are not applicable to other lands or structures in the same district because without board action the use as a gas station and convenience store on this parcel would not be permitted;

5. The strict application of the terms of this Ordinance **would not** result in practical difficulties in the use of the property because establishing a permitted M-1 use could be established on this site. Additionally, an option of a rezoning petition to change zoning districts adds an alternative path to development;

6. The special conditions and circumstances **do not** result from an action or inaction by the applicant as the use does not currently exist;

7. This property **does not** lie within a designated flood hazard area.

Conditions

1. None

Photos



Site visit – looking north at site from Charlotte Avenue



Site visit – looking NE from Charlotte Avenue west of South Nappanee Street



Site visit – looking NW from Charlotte & South Nappanee Street at proposed gas station site

PETITION #: 26-UV-24 **FILING FEE: $** 300.00

PETITION to the BOARD of ZONING APPEALS

PETITION TYPE: USE VARIANCE

Property Owner(s): Patrick Industries, Inc. Kyle Meihofer, Real Estate Manager

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Contact Person: Debra Hughes, P.E. Surveying And Mapping LLC

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Subject Property Address: 3621 S. Nappanee Street Elkhart IN 46517

Zoning: M-1

Present Use: Vacant Proposed Use: Convenience Store and Fuel Pump Canopies

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Patrick Industries, Inc. Kyle Meihofer, Real Estate Manager

SIGNATURE(S): [signature] DATE: 9/1/26

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- ✓ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- ____ A completed Petition form signed by the legal owner of record (or approved representative).
- ____ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- ✓ A full and accurate legal description of the property.
- ✓ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.
- ____ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): ____

Map #: ____ Area: ____

RECEIVED BY: Raen Lewendoski DATE: 9/2/26

September 4, 2026

To: Honorable Members of the Board of Zoning Appeals

City of Elkhart, Indiana

Regarding: Use Variance Petition

I am the authorized agent for Patrick Industries, Inc. which is the owner of the property at 3621 S. Nappanee Street, Elkhart IN.

Parcel No: 20-05-24-276-004.000-002

I authorize Kyle Meihofer, Real Estate Manager, to sign a Use Variance Petition on the company's behalf.

Please contact me if there are any questions.

Thank you.

Patrick Industries, Inc.

[redacted]

Date: September 1, 2026

To: Board of Zoning Appeals
City of Elkhart, Indiana

Re: Use Variance

The undersigned petitioner respectfully shows the Board of Zoning Appeals:

1. I am the authorized agent for Patrick Industries, Inc. which is the owner of the property at 3621 S. Nappanee Street, located within the City of Elkhart, Baugo Township, Elkhart County, State of Indiana, to-wit:
   Lot Numbered 10 as the said Lot are known and designated on the recorded Plat of Green Haven Industrial Park Phase 2; said Plat being recorded in Deed Record 2000-07471, Plat Book 26, Page 14 in the Office of the Recorder of Elkhart County, Indiana.
2. The above-described real estate presently has a zoning classification of M-1 Limited Manufacturing District under the Zoning Ordinance of the City of Elkhart.
3. Petitioner presently occupies the above-described property in the following manner: Vacant Land
4. Petitioner plans to sell 6.439 ac. in the southeast corner of the property to a developer. The developer wants to build a convenience store with gasoline and diesel fuel pump canopies with associated pavement and drainage features. The preliminary subdivision plan and preliminary site plan are included with this petition.
5. Section 18.5 of the Zoning Ordinance of the City of Elkhart states that no new "B" use is allowed within the M-1 District.
6. The strict adherence to the Zoning Ordinance requirements would prevent the owner from developing this lot in a way that would benefit the surrounding community by providing a safe, convenient location for passing drivers to purchase fuel and convenience goods in a safe, well lit, and attractive location. This is unusual because other neighborhoods and manufacturing areas in the city do have access to these types of benefits.
7. The Use Standards are addressed as follows:
   1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community.
      The proposed convenience store and fuel pump canopies will not be injurious to the community as it will provide the community with access to goods and services in a safe, convenient location.

2. The use and value of the area adjacent to the property will not be affected in a substantially adverse manner.
   The surrounding properties to the north and west are zoned for manufacturing. The property to the south on the south side of Charlotte Ave. is zoned R-1 for residential use and is part of Hubbard Hill retirement center. The property to the east is zoned Planned Unit Development and contains a bank and strip retail center. It formerly included a convenience store and fuel pump canopy on the south part of the east property.
3. The need for the variance arises from some condition peculiar to the property involved.
   This site is located on the corner of a well-traveled road. The convenience store to the east closed recently. The existing convenience store with fuel pumps in the southeast corner of the intersection does not contain diesel pumps for semi-truck use. The location is one mile north of the U.S. 20/State Road 19 interchange. This makes it a prime location for a convenience store with fuel pumps.
4. The strict application of the terms of this Ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought.
   The ordinance would not allow the owner to use the property for the use that it is well suited for and that would meet a need in the community.
5. The approval does not interfere substantially with the Comprehensive Plan
   The approval of this variance will not interfere with the Comprehensive Plan. It supports the goal of redeveloping property for business use on major roadways.

WHEREFORE, Petitioner prays and respectfully requests a hearing on this appeal and that after such hearing, the Board grant the requested variance.

Signature of Property Owner: _____

Printed Name: Patrick Industries, Inc., Kyle Meihofer, Real Estate Manager

Contact Person:
Debra S. Hughes, P.E., Senior Professional Engineer
Surveying And Mapping LLC
[redacted]

26-UV-24

LEGAL DESCRIPTION - TRACT I

A PART OF LOT 10 OF GLEN HAVEN INDUSTRIAL, PARK PHASE 2, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 4 EAST, ELKHART COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 26, PAGE 14, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, LEGAL DESCRIPTION PREPARED BY MIKEL CURRIER, REGISTRATION NUMBER 20800152, WITH SAM, LLC, FOR JOB NUMBER 1026111761 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH MOST SOUTHEAST CORNER OF SAID LOT 10 MARKED BY A REBAR AND CAP (20200084); THENCE SOUTH 89°46'04" WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 356.90 FEET, MARKED BY A REBAR AND CAP (20800152); THENCE THROUGH SAID LOT THE FOLLOWING TWO COURSES:

NORTH 00°52'02" WEST, A DISTANCE OF 713.23 FEET, MARKED BY A REBAR AND CAP (20800152);

NORTH 89°46'04" EAST, A DISTANCE OF 396.59 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 19, MARKED BY A REBAR AND CAP (20800152);

THENCE SOUTH 00°26'51" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 679.15 FEET;

THENCE SOUTH 45°00'40" WEST ALONG SAID RIGHT-OF-WAY AND LOT LINE, A DISTANCE OF 48.35 FEET TO THE POINT OF BEGINNING;

CONTAINING 6.437 ACRES (280,391 SQ. FT.) OF LAND, MORE OR LESS.

UNOFFICIAL COPY

2022-08521

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
04/21/2022 02:21 PM
AS PRESENTED

Fidelity National Title Company LLC

LIMITED LIABILITY COMPANY WARRANTY DEED

File No.: 792200012-ASH

THIS INDENTURE WITNESSETH, that Green Haven, LLC, an Indiana limited liability company (Grantor) CONVEY(S) AND WARRANT(S) to Patrick Industries, Inc. (Grantee) for the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Elkhart County in the State of Indiana, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Property: 3621 S. Nappanee St., Elkhart, IN 46517

Subject to all current real estate taxes and assessments and all subsequent taxes and assessments.

Subject to all easements, covenants, conditions, and restrictions of record.

IN WITNESS WHEREOF, The undersigned person(s) executing this deed on behalf of Grantor(s) represent and certify that they are a current member/manager of said Grantor(s) and have been fully empowered, by proper meeting and vote of Grantor(s) to execute and deliver this deed.

IN WITNESS WHEREOF, Grantor has executed this deed this 15 day of April, 2022.

Green Haven, LLC, an Indiana limited liability company

BY: _____
Gordon D. Fletcher
President

HC
KK
20-05-24-276-004.000-002

DISCLOSURE FEE PAID
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
Apr 21 2022
PATRICIA A. PICKENS, AUDITOR
01940
10.00

UNOFFICIAL COPY

STATE OF Indiana

COUNTY OF Elkhart

Before me, a Notary Public in and for said County and State, personally appeared Gordon D. Fletcher, as President of Green Haven, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 15 day of April, 2022

Signature: Edward W Hardig Jr
Printed: _____
Resident of: _____ County
State of: _____
My Commission expires: _____

EDWARD W. HARDIG, JR.
NOTARY PUBLIC
STATE OF INDIANA
ST. JOSEPH COUNTY
COMM. # 681067
COMM. EXPIRES 03-02-2024

Prepared By: Edward W. Hardig, Jr., Attorney at Law
401 W. High Street, Elkhart, IN 46516
IN19199-71/MIP60319

Grantee's Address and Tax Billing Address: 107 W. Franklin St.
Elkhart, IN 46516

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 Lade.

Return To: Fidelity National Title Company, LLC
401 W. High Street, Elkhart, IN 46516

UNOFFICIAL COPY

EXHIBIT "A"

Legal Description

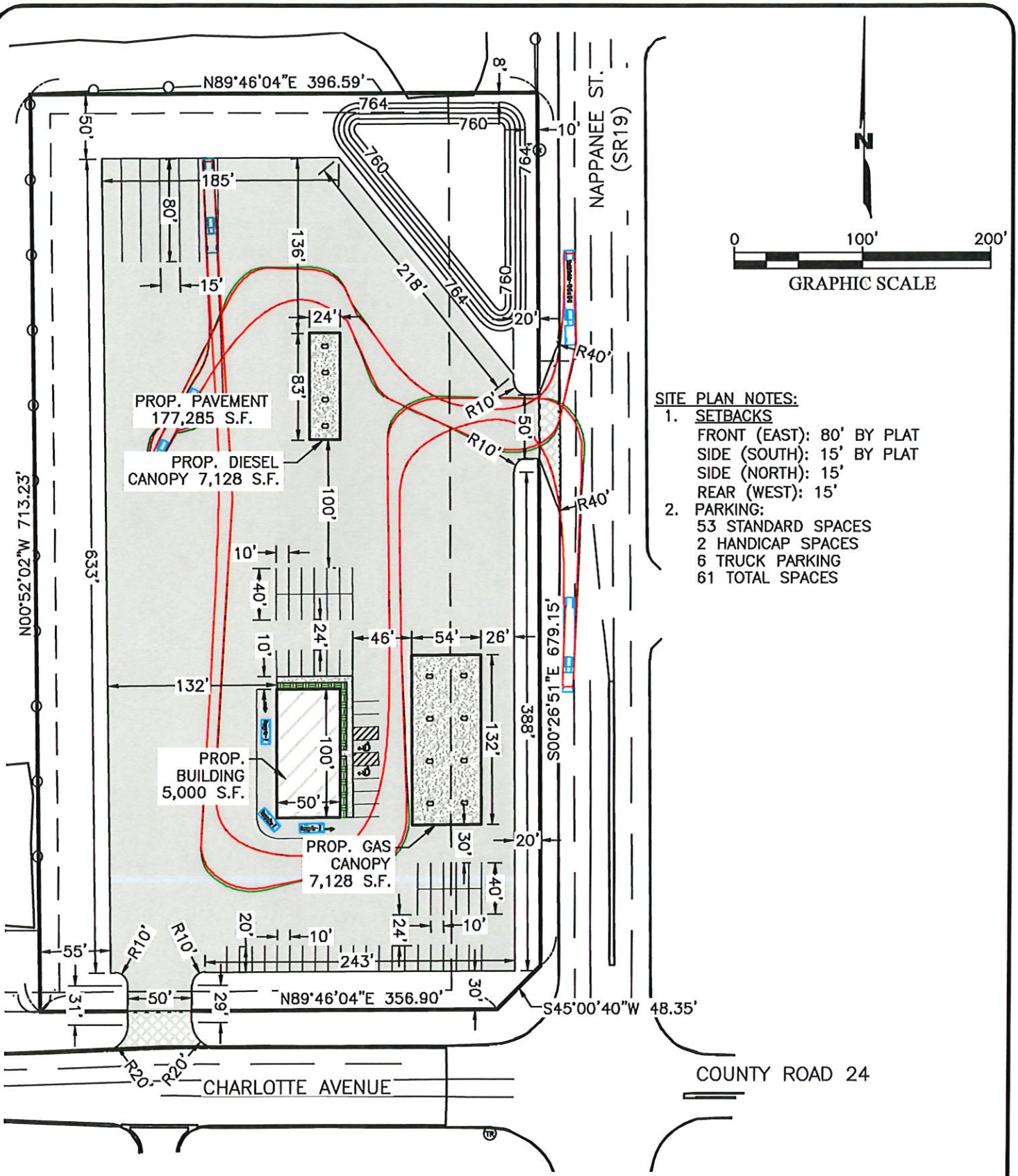
For APN/Parcel ID(s): 20-05-24-276-004.000-002

LOT NUMBERED TEN (10) AS SHOWN IN THE RECORDED PLAT OF GREEN HAVEN INDUSTRIAL PARK, PHASE 2, AN ADDITION TO BAUGO TOWNSHIP, RECORDED MARCH 20, 2000 IN PLAT BOOK 26, PAGE 14 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A PART OF LOT 10 OF GLEN HAVEN INDUSTRIAL, PARK PHASE 2, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 4 EAST, ELKHART COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 26, PAGE 14, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT-OF-WAY LINES DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT MARKED AS EXHIBIT "B," DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER OF SECTION 24; THENCE NORTH 89 DEGREES 55 MINUTES 15 SECONDS WEST 25.719 METERS (84.38 FEET) ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE NORTH BOUNDARY OF CHARLOTTE AVENUE AND THE SOUTH SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH 45 DEGREES 14 MINUTES 05 SECONDS EAST 14.738 METERS (48.35) FEET ALONG THE SOUTHEAST LINE OF SAID LOT 10 TO A POINT LYING OFFSET 15.240 METERS (50.00) FEET WEST OF THE EAST LINE OF SAID SECTION 24 AT POINT DESIGNATED "9021" ON SAID PLAT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 05 MINUTES 03 SECONDS WEST 303.014 METERS (994.14 FEET) TO THE NORTH LINE OF SAID LOT 10 AT THE POINT DESIGNATED AS "9028" ON SAID PLAT; THENCE SOUTH 89 DEGREES 34 MINUTES 03 SECONDS EAST 3.048 METERS (10.00 FEET) ALONG SAID NORTH LINE TO THE WEST BOUNDARY OF STATE ROAD NINETEEN; THENCE SOUTH 0 DEGREES 05 MINUTES 03 SECONDS EAST 299.973 METERS (984.16 FEET) ALONG SAID WEST BOUNDARY TO THE EAST SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 45 DEGREES 14 MINUTES 05 SECONDS WEST 4.287 METERS (14.06 FEET) ALONG THE SOUTHEAST LINE OF LOT 10 TO THE POINT OF BEGINNING AND CONTAINING 919.0 SQUARE METERS (9,891 SQUARE FEET), MORE OR LESS.



SITE PLAN NOTES:

1. SETBACKS
   - FRONT (EAST): 80' BY PLAT
   - SIDE (SOUTH): 15' BY PLAT
   - SIDE (NORTH): 15'
   - REAR (WEST): 15'
2. PARKING:
   - 53 STANDARD SPACES
   - 2 HANDICAP SPACES
   - 6 TRUCK PARKING
   - 61 TOTAL SPACES

Preliminary Drawing – Not for Construction

SITE PLAN GOLDEN FALCON ELKHART REAL ESTATE 3621 S. NAPPANEE ST., ELKHART, BAUGO TWP., ELKHART COUNTY, IN	
SCALE: 1"=100'	
ENGINEER: Debra S. Hughes, P.E.	
TECHNICIAN: MMR	
DRAWING: 111780-DESIGN.DWG	

SAM™
2810 Dexter Drive
Elkhart, IN 46514
Phone: 574-266-1010
Email: info@sam.biz

SHEET 1 OF 1

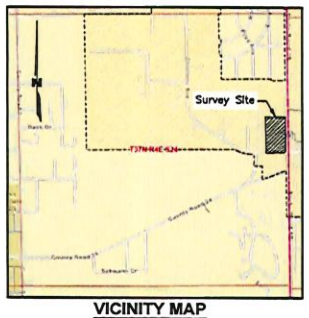
JOB NUMBER: 1026111780

PATH: \\SAMINC\ELK\PROJECTS\1026111780\100\SURVEY\11DESIGN\DWG\111780-DESIGN.DWG
PRINTED: Monday, August 24, 2026 8:26:54 AM

PATRICK SUBDIVISION

A REPLAT OF A PORTION OF LOT 10
GREEN HAVEN INDUSTRIAL PARK PHASE 2

Part of the Northeast Quarter of Section 24, Township 37 North, Range 4 East
Baugo Township, Elkhart County, Indiana

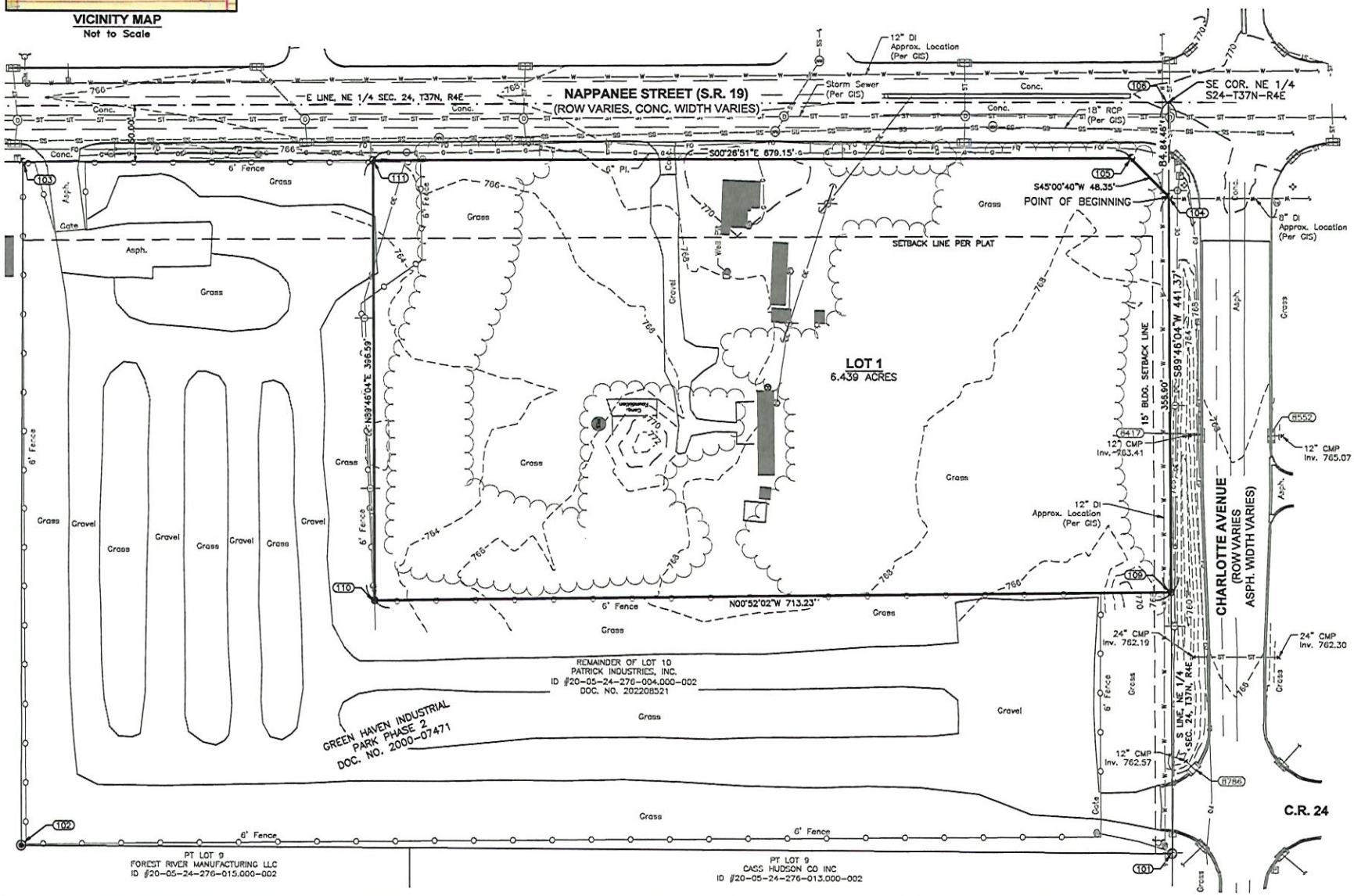


VICINITY MAP
Not to Scale

PRIMARY PLAT NOTES:
1. PROPERTY IS WITHIN THE CITY OF ELKHART CORPORATION BOUNDARIES.
2. EXISTING ZONE: M-1 LIMITED MANUFACTURING DISTRICT.
3. ALL SOILS ON PROPERTY ARE COLOMA SAND.
4. THERE ARE NO KNOWN PROTECTIVE COVENANTS ON THE PROPERTY.
5. EXISTING DRAINAGE PATTERNS WILL NOT CHANGE.

N

0 60' 120'
GRAPHIC SCALE



SHEET 1 OF 2

PATRICK SUBDIVISION
A REPLAT OF A PORTION OF LOT 10
GREEN HAVEN INDUSTRIAL PARK PHASE 2
Part of the Northeast Quarter of Section 24
Township 37 North, Range 4 East
Baugo Township, Elkhart County, Indiana

PROJECT: Golden Falcon Elkhart Real Estate
Patrick Subdivision
JOB NUMBER: 1026111761
DATE: 8/13/2025
SCALE: 1"=60'
SURVEYOR: Mikel Currier, PS
TECHNICIAN: SAL
DRAWING: 111761-Prim-Plat.dwg
TRACT ID: 20-05-24-276-004.000-002
PARTYCHIEF:
FIELDBOOKS:

2810 Dexter Drive
Elkhart, IN 46514
Phone: 574-266-1010
Email: info@sam.biz

P:\PROJECTS\1026111761\SURVEY\111761-PRE-PLAT.DWG

City of Elkhart

Staff Report

Planning & Zoning

Petition: 26-BZA-23

Petition Type: Developmental Variance

Date: November 12, 2026

Petitioner: Dean Moore c/o Dean & Melody Moore

Site Location: 1765 East Beardsley Avenue

Request: To vary from Section 26.1.B.8.a, which states in part, 'A maximum of two (2) accessory buildings is allowed on each lot', to allow for a total of three (3) accessory buildings, a variance of one (1) accessory buildings. This request is to replace a deteriorated tool shed (accessory structure).

Existing Zoning: R-2, One-Family Dwelling District

Size: +/- 0.20 Acre

Thoroughfares: East Beardsley Avenue and The Circle

School District: Elkhart Community Schools

Utilities: Available and provided to the site.

Surrounding Land Use & Zoning:
The property is surrounded by residential uses zoned R-2.

Applicable Sections of the Zoning Ordinance:
Enumerated in request.

Comprehensive Plan:
The Comprehensive Plan calls for this area to be developed with a mix of low-density residential uses.



Staff Analysis

The petitioner is seeking to vary from Section 26.1.B.8.a, which states in part, 'A maximum of two (2) accessory buildings is allowed on each lot', to allow for a total of three (3) accessory buildings, a variance of one (1) accessory buildings. This request is to replace a deteriorated tool shed (accessory structure).

The single-family dwelling is located 2 lots west of the intersection of East Beardsley Avenue and The Circle. The home has a detached garage and small shed located at the rear of the garage and both are considered accessory structures. On the west side of the garage, interior to the lot, a temporary tent-like accessory structure (not tool shed – as was noted in staff's request) has been present for several years.

The tent-like accessory structure was removed and replaced with a 12' X 24' pre-built accessory structure. The placement of the accessory structure was cited by zoning enforcement on August 18, 2026, for installation without obtaining permits. A Building Permit and Zoning Clearance permit for an accessory structure was submitted on August 24, 2026. The staff informed the applicant by adding a third accessory structure, the development standards for number of accessory structures allowed on a residential lot were not permitted. The applicant then filed with the board on August 28, 2026. The petitioner is seeking a variance to keep the accessory structure, which sits directly west of the detached garage in the rear yard.

The property has a one car garage, a shed and sits on one platted lot. The additional accessory structure is for the storage of personal items in a secure structure while wintering in Arizona. The combined accessory structures do not exceed the maximum allowance for square footage of accessory size nor does it exceed the square footage of the primary dwelling. The clustering of the accessory structures provides room and use of the rear yard. The existing detached garage and small shed were built before 2007 and no permits could be located for the structures.

Staff recommends **approval** of this variance.

Recommendation

The Staff recommends **approval** of the developmental variances to vary from the requirements found in Section To vary from Section 26.1.B.8.a, which states in part, 'A maximum of two (2) accessory buildings is allowed on each lot', to allow for a total of three (3) accessory buildings, a variance of one (1) accessory buildings on the lot based on the following findings of fact:

1. The approval **will not be** injurious to the public health, safety, morals or general welfare of the community because the shed will be constructed and inspected to ensure it meets all applicable code requirements;

2. The use and value of the area adjacent to the property **will not be** affected in a substantially adverse manner because the accessory structure is placed internal to existing buildings and setback lines and would not directly impede on an adjoining property;

3. Granting the variance **would be** consistent with the intent and purpose of this Ordinance because a measure of relief is allowed when warranted;

4. Special conditions and circumstances **do** exist which are peculiar to the land involved and which are not applicable to other lands or structures in the same district because without board action the adding of an accessory on this parcel would not be permitted;

5. The strict application of the terms of this Ordinance **will** result in practical difficulties in the use of the property because the owner would not be able to place the structure without board action;

6. The special conditions and circumstances **do not** result from any action or inaction by the applicant because the property owner, without knowledge, improved the property without the necessary permits or approvals. Current effort to satisfy all necessary approvals is underway;

7. This property **does not** lie within a designated flood area.

Photos



Site visit – view from Beardsley – front of house



View from Beardsley – front of house showing new shed next to garage

PETITION #: 26-BZA-23 **FILING FEE: $** 200.00

PETITION to the BOARD of ZONING APPEALS

PETITION TYPE: DEVELOPMENTAL VARIANCE

Property Owner(s): Dean Moore

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Contact Person: Dean & Melody Moore

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Subject Property Address: 1765 E. Beardsley Ave

Zoning: Residential Single family dwelling

Present Use: 2 Accessory Buildings Proposed Use: 3 Accessory Buildings

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Dean Moore

SIGNATURE(S): Dean Moore DATE: 8-28-26

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- ✓ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- ✓ A completed Petition form signed by the legal owner of record (or approved representative).
- ✓ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- ✓ A full and accurate legal description of the property.
- ✓ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.
- ____ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): _____

Map #: _____ Area: _____

RECEIVED BY: Raun Lwendoski DATE: 8/28/26

Levendoski, Raen

From: Dean Moore [redacted]
Sent: Sunday, August 30, 2026 10:08 AM
To: Levendoski, Raen
Subject: EXTERNAL: 1765 E. Beardsley Ave Owner's Agent Authorization

Caution: This email originated from outside of the organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

I, Dean Moore, authorize Melody Moore, my wife, to act as my agent for petition purposes for the property located at 1765 E. Beardsley Ave.

.
Respectfully,
Dean Moore

Developmental Variance Appeal Letter
DATE: August 27, 2026

TO: Board of Zoning Appeals
City of Elkhart, Indiana

RE: Developmental Variance

The undersigned petitioner respectfully shows the Board of Zoning Appeals:

1. I, Dean Moore, am the owner of the following described real estate located within the City of Elkhart, Concord Township, Elkhart County, State of Indiana, to-wit:

   Lot Number One Hundred Ten (110) except the west forty (40) feet thereof, as the said lot is known and designated on the recorded Plat of GREENLEAF PARK, an Addition to the City of Elkhart, Indiana. Said Plat being recorded in Plat Book 1, pages 154 to 156 inclusive, in the Office of the Recorder of Elkhart County, Indiana.

2. The above described real estate presently has a zoning classification of Residential One Family Dwelling District under the Zoning Ordinance of the City of Elkhart.

3. Petitioner presently occupies the above described property as a resident.

4. Petitioner desires to add a Storage unit in addition to the detached garage and yard barn currently located on the property.

5. Section 26.1.B.8.a of the Zoning Ordinance of the City of Elkhart allows a maximum of 2 accessory structures with a maximum of 840 square feet for all accessory buildings combined. The total for all three structures is 768.

6. Section 26.1.B.8.a of the Zoning Ordinance allows only 2 accessory structures. Our small, single car detached garage is considered one of these units and our small yard barn is the other structure. We want to add an additional storage unit to store our yard tractor, outdoor furniture, gas grill, large flower pots and push mower. We winter in AZ and want to lock up our outdoor items, keeping them as secure as possible in our absence.

7. Standards:
   1. Approval will not be injurious to the public health, safety, morals and general welfare of the community because it may help deter theft of items left in public view. It will improve the visual appearance of the house, keeping items from blowing around the yard.

   2. The use and value of the area adjacent to the property will not be affected in an adverse manner because the storage unit is a more attractive building.

   3. Granting the variance would be consistent with the intent and purpose of the Zoning Ordinance because it would help keep the property and neighborhood neat and tidy by storing our items inside.

   4. Special conditions and circumstances exist which is peculiar to land involved and

not applicable to other lands or structures in the same district. When the house was built in the late 1940s, garages were smaller with very little storage space. After living here for 58 years, we have accumulated a few more things so we need more storage space.

5. Strict application of the terms of this Ordinance would deprive the applicant of the rights commonly enjoyed by other properties in the same district. We would be deprived of the storage space enjoyed by those with 1.5 – 2 car garages.

6. The special conditions and circumstances do not result from any action or inaction by the applicant. Living here for 58 years, the property has been well maintained and has kept a neat and tidy appearance. The yard has been mowed and landscaping has been tended. The additional storage unit is in keeping with the appearance of the existing house and garage.

7. In designated flood hazard areas, the variance will not increase flood heights, created additional threats to public safety, cause additional public expense, create nuisances, or conflict with existing laws or ordinances. This property is not in a flood hazard area. The additional storage unit may help to increase public safety because our outside items would be out of site of potential thieves, helping to make the neighborhood safer. It will not conflict with existing laws or ordinances because the unit is sitting next to the existing garage. It is not a nuisance because it is similar in appearance to the existing house and structures.

WHEREFORE: Petitioner prays and respectfully requests a hearing on this appeal and that after such hearing, the Board grant the requested developmental variance.

Signature of Property Owner Dean Moore

Printed Name: Dean Moore

Contact Person:_____

Name:_____

Address:_____

[redacted]

AFFIDAVIT IN SUPPORT OF DEVELOPMENTAL VARIANCE PETITION

I, Dean Moore being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.

2. I make this affidavit in support of my variance petition filed contemporaneously herewith.

3. I am now and at all times relevant herein have been, the owner of record of the property located at 1765 E Beardsley Av Elkhart, Indiana.

4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 28 day of Aug, 2026.

Dean Moore

Printed: Dean Moore

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Dean Moore

Printed: Dean Moore

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Dean Moore, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 28th day of August, 2026.

Iveth Reyes

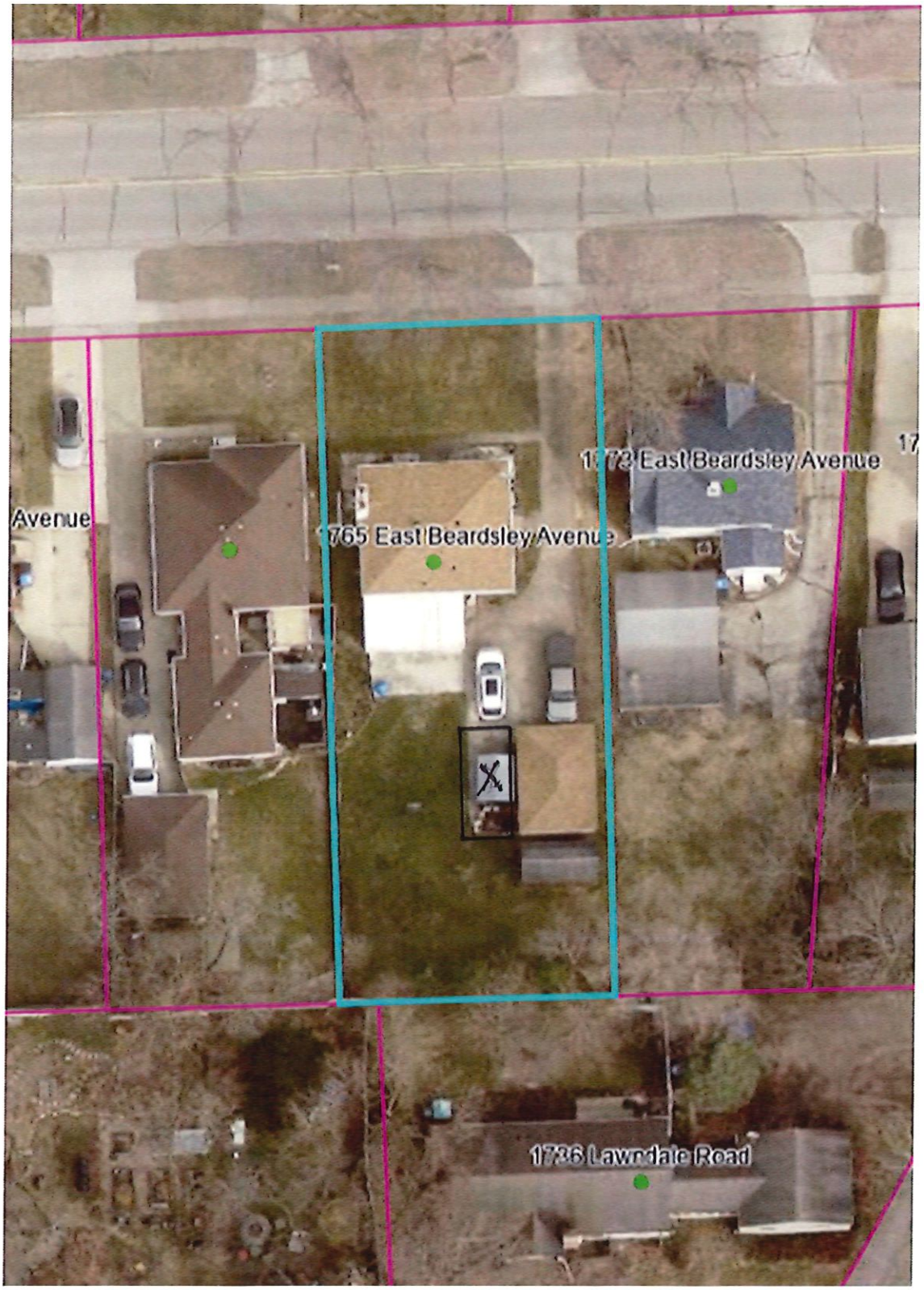
Printed: Iveth Reyes

IVETH REYES,
Notary Public
A Resident of Elkhart County, IN
Commission No. NP0753703
My Commission Expires 01/07/2032

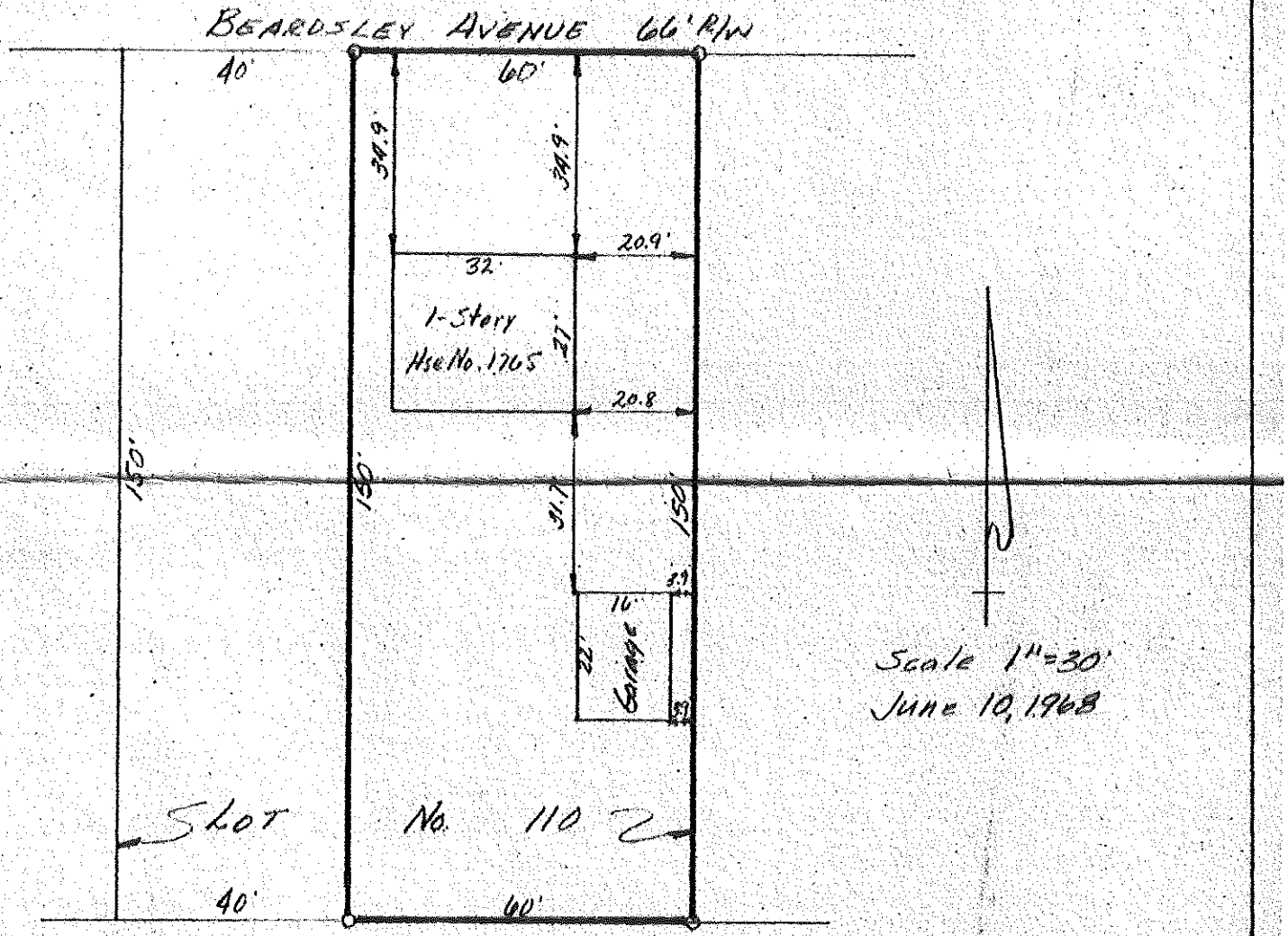
My Commission Expires:

01/07/2032

Notary Public in and for the State of Indiana
Resident of Elkhart County, Indiana


Avenue
1765 East Beardsley Avenue
1736 Lawndale Road

Moore



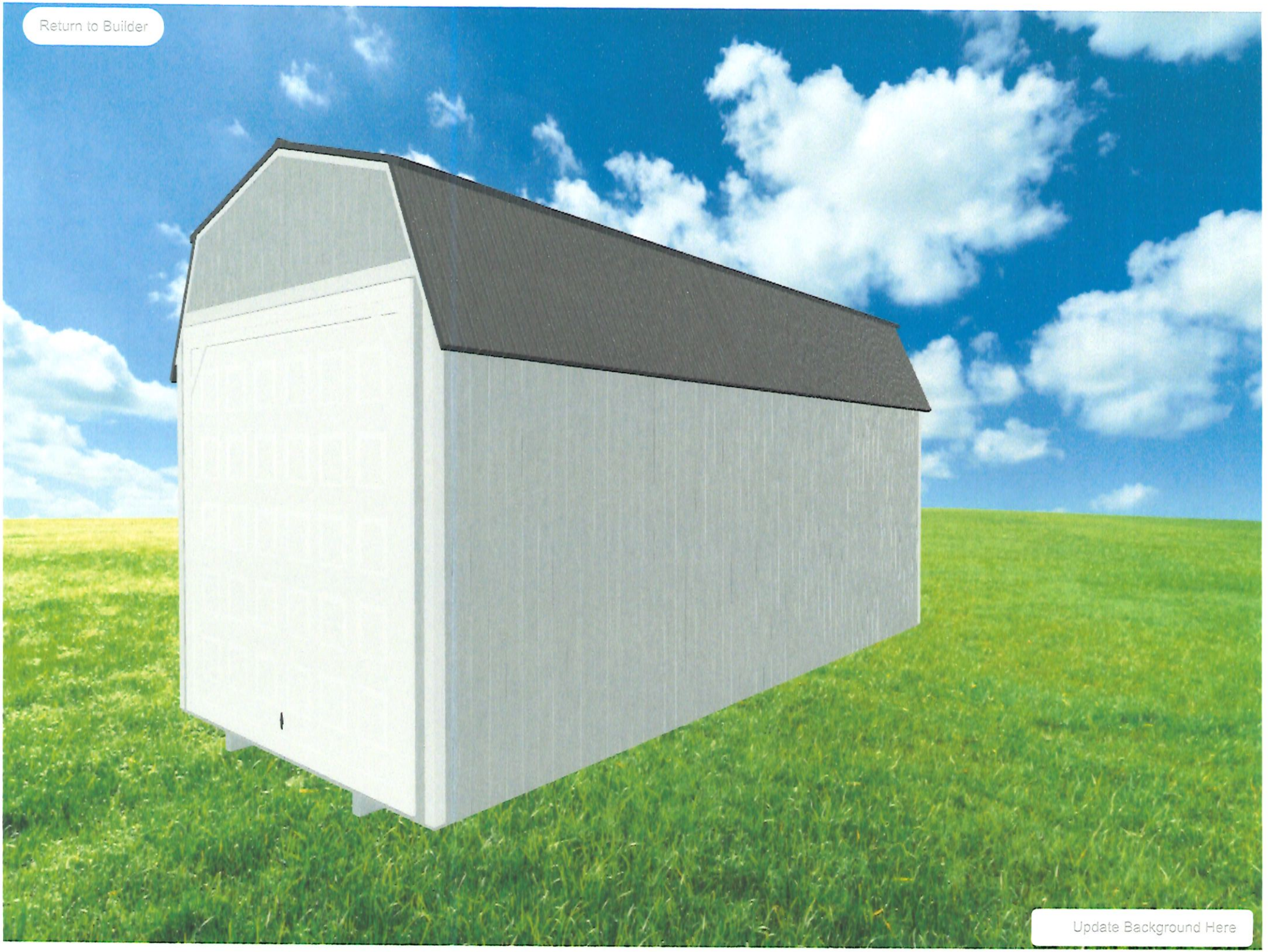
1765 E. BEARDSLEY AVENUE
LOT NO. 110 EXCEPT W. 40' IN GREENLEAF PARK ADD.
ELKHART, INDIANA

D. E. DICKEY
REGISTERED
No. 12575
STATE OF
INDIANA
LAND SURVEYOR

I hereby certify that the above map is an accurate representation of the survey of the above described premises and that iron stakes are located at all places shown thus ----- O.

D. E. Dickey

D.E. Dickey
Registered Land Surveyor


Return to Builder
Update Background Here

Aug 2024

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TOP QUALITY PORTABLE BARNS



Built in THE MIDWEST for THE MIDWEST

6 YEAR WARRANTY

ENGINEER certified

FREE DELIVERY & SETUP

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90 DAYS SAME AS CASH ON RENT TO OWN ASK YOUR DEALER!

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City of Elkhart

Staff Report

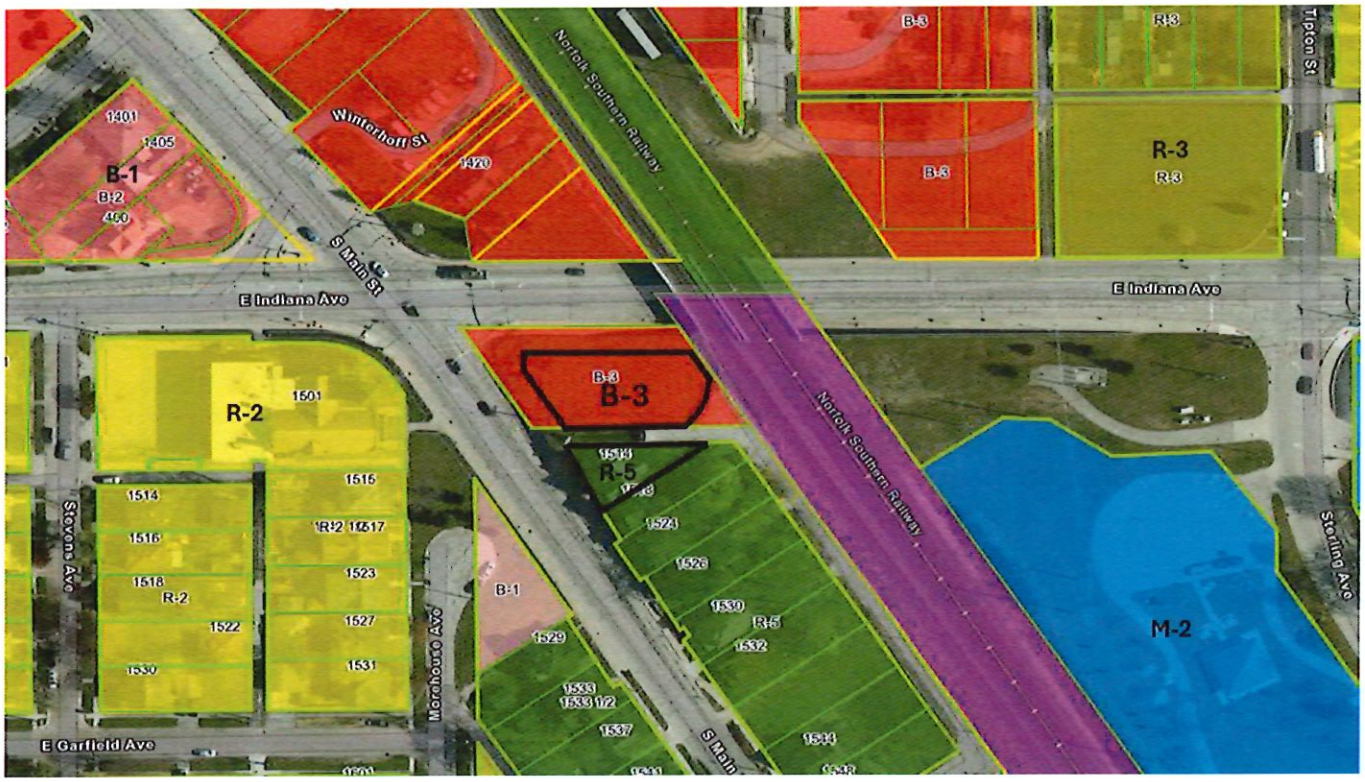
Planning & Zoning

Petition:	26-UV-22
Petition Type:	Use Variance
Date:	November 12, 2026
Petitioner:	Lazaro Valadez
Site Location:	1502 and 1514 South Main Street
Request:	To vary from Section 13.2, Permitted Uses in the B-3, Service Business District, to allow for off premise parking at 1502 S. Main for the adjacent residential property at 1514 S. Main, which will allow for 3 of 4 required parking spaces. To vary from Section 8.5, Yard Requirements in the R-5, Urban Residential District to allow, at 1514 S. Main, an established lot size of 4791 square feet, to be used as a two family dwelling. The minimum lot size for the conversion to a two family dwelling is 7,200 square feet, a variance of 2,409 square feet for the lot area. To vary from Section 26.7.B.1.d which states in part, 'Accessory off street parking on the same zoning lot as the use served' to allow for 3 of 4 of the required parking spaces from 1514 S. Main to be located at 1502 S. Main. To vary from Section 8.5, Yard Requirements in the R-5, Urban Residential District to allow for a property with an established lot Maximum Lot Coverage for Structures over 40% to allow for 44% lot coverage, a variance of 4%.
Existing Zoning:	B-3, Service Business District and R-5, Urban Residential District
Size:	+/- 0.33 Acres
Thoroughfares:	South Main Street
School District:	Elkhart Community Schools
Utilities:	Available and provided to the site.

Surrounding Land Use & Zoning:
The property is surrounded by a mix of residential and commercial uses zoned R-2, One Family Dwelling, M-2, General Manufacturing District, B-3, Service Business District.

Applicable Sections of the Zoning Ordinance:
Enumerated in request.

Comprehensive Plan:
The Comprehensive Plan calls for this area to be developed with mixed uses.



Staff Analysis

The petitioner is requesting to vary from Lot Size for a 2-unit dwelling and Lot Coverage at 1514 S. Main (R-5 zoning district). In conjunction with these variances for the existing structure and lot coverage, a use and developmental parking variance is sought. These variances allow for the off-premise parking on the north lot, 1502 S. Main (B-3 zoning district) and to allow the residential accessory use of parking to exist on this lot. Last, a request for reduction in parking spaces from 4 to 1 on the residential lot.

Because the property is zoned B-3, the use variance is required to address the developmental requirements of the house to the south at 1514 South Main Street. The house predates the current zoning ordinance and is considered a legal non-conforming structure. Because the use was expanded the developmental variances were necessary as a first step to legal the use and the variance requests.

The request is to allow for a vacant lot to be used as off premise parking for the south adjoining two-family dwelling. Off premise parking for a Single-family or Two-Family dwelling are not a permitted use in the B-3 District. The petitioner also requests relief from the lot size standards and relief from the maximum lot coverage

found in the zoning ordinance of the residential lot. The need for relief pertains to the petitioner who is looking to convert a current one-family dwelling to a two-family dwelling.

Due to the size of the lot where the house is located, additional parking space is not available on the lot. The zoning ordinance requirements 2 spaces per dwelling unit for two-family dwellings, due to the parking requirements a total of 4 spaces would be needed. The petitioner requests to convert the current one-family dwelling to a two-family dwelling. Dwellings of up to 6 units are permitted by right within this district. The existing residential lot is smaller than what is required for a two-family dwelling. No exterior improvements are planned for the property, and the existing lot coverage is based on the longstanding current situation.

Staff support the request. The board is being asked to approve the use variance and development variances associated with this request.

Recommendation

The Staff recommends **approval** of the use variance based on the following findings of fact:

1. The approval **will not** be injurious to the public health, safety, morals, or general welfare of the community because the house will be inspected to ensure it is remodeled to all applicable code requirements;

2. The use and value of the area adjacent to the property **will not** be affected in a substantially adverse manner because a mix of housing types is consistent with the existing neighborhood;

3. Granting the variance **would be** consistent with the intent and purpose of this Ordinance because it would allow for the use of the property on an existing lot;

4. Special conditions and circumstances **do exist** which are particular to the land involved and which are not applicable to other lands or structures in the same district because without board action residential development on this parcel would not be permitted to be expanded or have parking on site that can maneuver safely;

5. The strict application of the terms of this Ordinance **will** result in practical difficulties in the use of the property because denying the variance would prohibit the permitted use of the property due to historic conditions of the lot;

6. The special conditions and circumstances **do not result** from the applicant because the lot was already existing;

7. This property **does not** lie within a designated flood hazard area.

Conditions

If the Board chooses to approve the requested use variance, staff recommends that the following conditions be placed upon the approval:

1. The petitioner will be required to submit for zoning and building permits to make improvements to the residential structure.
2. The parking area will be paved with concrete, asphalt, concrete or brick pavers.

Photos



Site Visit – looking west from alley at vacant lot



Site Visit – Looking south west from alley at existing house

PETITION #: 26-UV-22 **FILING FEE: $** 200.00

PETITION to the BOARD of ZONING APPEALS

PETITION TYPE: USE VARIANCE

Property Owner(s): Lazaro Valdez

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Contact Person: ROMO OHARA

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Subject Property Address 1502 S. MAIN ST. ELKHART IN 46516

Zoning: _____

Present Use: _____ Proposed Use: _____

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): LAZARO VALDEZ

SIGNATURE(S): L. Valdez DATE: 6/8/2024

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- ✓ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- ✓ A completed Petition form signed by the legal owner of record (or approved representative).
- ____ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- ✓ A full and accurate legal description of the property.
- ✓ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.
- ____ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): _____

Map #: _____ Area: _____

RECEIVED BY: Raen Levendoski DATE: 8/3/24

Date 06-8-2026

to: Board of Zoning Appeals
City of ELKHART, INDIANA

RE: Use
Variance.

1.- I, Lazaro Valdez, am the owner of the following described real estate located within the City of ELKHART Concord Township ELKHART County, State of Indiana To-Wit

2- the above described realestate Presently has a zoning classification of R5 District under the Zoning Ordinance of the City of ELKHART.

3 Petitioner desires to a vacant house the address is IT is community

1502 S. Main St

4- Petitioner desires to We want remodel this one for the Service of community itself.

5- The zoning ordinance of the city of ELKHART requires This Same one We want to remodel it for the Service of the Community, it self because families are Looking for an apartament or studios to live more individually

. The approval will not be injurious to the Public health, safety, morals and general welfare of the community

EXHIBIT A

Parcel I: Lot Numbered 1 in Allendale, an Addition to the City of Elkhart, as per plat thereof recorded in Deed Record 98, Page 227, in the Office of the recorder of Elkhart County, Indiana, EXCEPTING therefrom a part of said Lot 1, described as follows: Beginning at the Northwest corner of said Lot 1; thence North 90°00'00" East, 20.51 feet along the North line of said lot; thence South 21°42'09" East, 37.50 feet; thence South 31°50'44" East, 30.26 feet; thence South 55°58'47" West, 7.85 feet along the Southeastern line of said lot; thence North 34°01'13" West, 78.35 feet along the Southwestern line of said lot to the Point of Beginning, Also Excepting a parcel of land 24 feet in width off the entire South side of said lot.

Parcel II: A part of the Southwest Quarter of Section 9, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, being more particularly described as follows: Commencing at the intersection of the centerline of Main Street and Indiana Avenue; thence on an assumed bearing of North 90°00'00" East along the centerline of said Indiana Avenue, a distance of 111.86 feet; thence South 00°00'00" West, a distance of 54.00 feet to a rebar marking the Point of Beginning of this description; thence North 90°00'00" East, parallel with and 54.00 feet South of as measured at right angles to the centerline of said Indiana Avenue, a distance of 142.79 feet to a rebar; thence South 33°55'21" East, a distance of 29.35 feet to the point of curvature of a 28.00 foot radius curve to the right, concave to the Northwest; thence Southerly and Southwesterly along the arc of said 28.00 foot radius curve, a distance of 60.48 feet (chord bearing South 27°57'13" West, chord distance 49.39 feet) to a rebar marking the point of tangency of said curve; thence South 89°49'47" West along the North line of a 15.00 foot wide alley, as said alley is dedicated on the Plat of Allendale Addition, said Plat being recorded in the Office of the Recorder of Elkhart County in Deed Record Volume 98, Page 227, a distance of 100.18 feet to a rebar; thence North 34°01'13" West, parallel with and 54.00 feet Northeasterly as measured at right angles to the centerline of aforesaid Main Street, a distance of 64.05 feet to a rebar; thence North 00°00'00" East, a distance of 15.19 feet to the Point of Beginning of this description, containing 0.223 of an acre, more or less.

AFFIDAVIT IN SUPPORT OF USE VARIANCE PETITION

I, Lazaro, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 1514 S. Main St Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 03 day of August 2026

L. Valadez

Printed: Lazaro Valadez

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

L. Valadez

Printed: Lazaro Valadez

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Lazaro Valadez, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 03 day of August, 2026.

Aimee Louderback

Printed: Aimee Louderback

My Commission Expires:

12/13/2026

Aimee Louderback
Notary Public Seal State of Indiana
Elkhart County
Commission # NP0717476
My Commission Expires 12/13/2026

Notary Public in and for the State of Indiana
Resident of Elkhart County, Indiana

PETITION #: _____ **FILING FEE: $**_____

PETITION to the BOARD of ZONING APPEALS

PETITION TYPE: DEVELOPMENTAL VARIANCE

Property Owner(s): Lazaro Valadez

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Contact Person: Rocio Ortega

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Subject Property Address: 1514 S. Main St. Elkhart IN 46516

Zoning: _____

Present Use: _____ Proposed Use: _____

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): LAZARO VALADEZ

SIGNATURE(S): L. VALADEZ DATE: 10-6-2026

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

_____ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.

_____ A completed Petition form signed by the legal owner of record (or approved representative).

_____ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.

_____ A full and accurate legal description of the property.

_____ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.

_____ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): _____

Map #: _____ Area: _____

RECEIVED BY: _____ DATE: _____

Date 06-8-2026

to: Board of Zoning Appeals
City of ELKHART, INDIANA

RE: ~~Development~~ Variance

1.- I, Lazaro Valadez, am the owner of the following described real estate located within the City of ELKHART Concord Township ELKHART County, State of Indiana To-Wit

2- the above described realestate Presently has a zoning classification of RS District under the Zoning Ordinance of the City of ELKHART.

3 Petitioner desires to a vacant house the address is IT is community 515 14 S. Main st.

4- Petitioner desires to We want remodel this one for the Service of Community itself.

5- The zoning ordenance of the city of ELKHART requires This Same one We want to remodel it for the Service of the Community, it self because families are Looking for an apartament or studios to live more individually

6. The approval will not be injurious to the Public health, safety, morals and general welfare of the community

Improve the accessibility of housing.
We want to do the following:
A procedure of
Implement the remodeling of the property of
1514 S. Hain st in
Erkhart IN 46516.
This will increase. Don't cause problems
E cnla comnidad
Well, most people have to live with unknown people. To share, you spend money and that's why problems are caused in the community
Well, convNen 2 Families With different customs and sometimes they don't succeed
A Coexistence
Harmonica which they bring
As consequences problems between families such as crime among our children, drugs, and couples hosts divorces. poes
It is being made to make living month with greater acessivility for a pede factor and family and so I will be able to control them

Nas asus children and educate because to First aducasion It is anal home articulally thanking them for their gentle tanción and thanks for apollar to the community and contribution Aso server.




South Main Street
1514 South Main Street
1524 South Main Street

General Information

Parcel Number
20-06-09-326-002.000-012

Local Parcel Number
06-09-326-002-012

Tax ID:
0609F

Routing Number

Property Class 510
1 Family Dwell - Platted Lot

Year: 2026

Location Information

County
Elkhart

Township
CONCORD TOWNSHIP

District 012 (Local 012)
EC CONCORD

School Corp 2305
ELKHART COMMUNITY

Neighborhood 1250210-012
1250210-N&E: RR tracks S: Lusher

Section/Plat

Location Address (1)
1514 S MAIN ST
ELKHART, IN 46516

Zoning
ZO01 Residential

Subdivision

Lot

Market Model
N/A

Characteristics

Topography	Flood Hazard
Level	☐
Public Utilities	**ERA**
All	☐
Streets or Roads	**TIF**
Paved	☑

Neighborhood Life Cycle Stage
Static

Printed Monday, April 6, 2026
Review Group 2025

Ownership

VALADEZ LAZARO & MARTHA MOLI W/ROS
1407 WAURIKA ST
ELKHART, IN 46516

Legal

ALLENDALE EX 24FT S SIDE EX ROW LOT 1 (TIF 136)

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
09/21/2022	VALADEZ LAZARO &	05102	WD	/	$60,000	I
02/14/2012	SHAW PATRICK C	005614	WD	/	$0	I
10/13/2010	SHAW TAMRITA S	03676	WD	/	$0	I
10/18/2004	MILLER LORI A		CO	/	$16,800	I
01/01/1900	SHAW PATRICK & TA		CO	/	$60,000	I
01/01/1900	STUTZMAN WILLARD		CO	/	$60,000	I

Res

Valuation Records

Assessment Year	2026	2025	2024	2023	2022
Reason For Change	AA	AA	AA	AA	AA
As Of Date	01/01/2026	01/01/2025	01/01/2024	01/01/2023	01/01/2022
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	☐	☐	☐	☐	☐
Land	**$7,400**	**$7,400**	**$7,400**	**$7,400**	**$7,400**
Land Res (1)	$7,400	$7,400	$7,400	$7,400	$7,400
Land Non Res (2)	$0	$0	$0	$0	$0
Land Non Res (3)	$0	$0	$0	$0	$0
Improvement	**$168,800**	**$152,600**	**$106,300**	**$99,500**	**$82,300**
Imp Res (1)	$168,800	$152,600	$106,300	$99,500	$82,300
Imp Non Res (2)	$0	$0	$0	$0	$0
Imp Non Res (3)	$0	$0	$0	$0	$0
Total	**$176,200**	**$160,000**	**$113,700**	**$106,900**	**$89,700**
Total Res (1)	$176,200	$160,000	$113,700	$106,900	$89,700
Total Non Res (2)	$0	$0	$0	$0	$0
Total Non Res (3)	$0	$0	$0	$0	$0

Land Data (Standard Depth: Res 132', CI 132' Base Lot: Res 45' X 132', CI 45' X 132')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
F	F		0	44x112	0.94	$180	$169	$7,436	0%	1.0000	100.00	0.00	0.00	$7,440

Data Source Aerial **Collector** 06/05/2025 Rod **Appraiser**

Notes

Land Computations

Calculated Acreage	0.11
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.11
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
84 Solar Energy Land	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.11
Farmland Value	$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	$0
Classified Total	$0
Farm / Classifed Value	$0
Homesite(s) Value	$0
91/92 Value	$0
Supp. Page Land Value	
CAP 1 Value	$7,400
CAP 2 Value	$0
CAP 3 Value	$0
Total Value	**$7,400**

General Information

Parcel Number
20-06-09-326-011.000-012

Local Parcel Number
06-09-326-011-012

Tax ID:

Routing Number

Property Class 500
Vacant - Platted Lot

Year: 2026

Location Information

County
Elkhart

Township
CONCORD TOWNSHIP

District 012 (Local 012)
EC CONCORD

School Corp 2305
ELKHART COMMUNITY

Neighborhood 1250210-012
1250210-N&E: RR tracks S: Lusher

Section/Plat

Location Address (1)
1502 S MAIN ST
ELKHART, IN 46516

Zoning
ZO01 Residential

Subdivision

Lot

Market Model
N/A

Characteristics

Topography	Flood Hazard
	☐
Public Utilities	**ERA**
All	☐
Streets or Roads	**TIF**
Paved	☐

Neighborhood Life Cycle Stage
Static

Printed Monday, April 6, 2026
Review Group 2025

Ownership

VALADEZ LAZARO & MARTHA MOLI W/ROS
1407 WAURIKA ST
ELKHART, IN 46516

Legal

PT NW COR E 1/2 SW 1/4 SEC 9 .223A (TIF 136)

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
09/21/2022	VALADEZ LAZARO &	05102	WD	/		I
06/19/2019	SHAW PATRICK	03095	QC	2019/11916	$500	I

Res

Valuation Records

Assessment Year	2026	2025	2024	2023	2022
Reason For Change	AA	AA	AA	AA	AA
As Of Date	01/01/2026	01/01/2025	01/01/2024	01/01/2023	01/01/2022
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	☐	☐	☐	☐	☐
Land	**$13,800**	**$13,800**	**$13,800**	**$13,800**	**$11,800**
Land Res (1)	$13,800	$13,800	$13,800	$0	$0
Land Non Res (2)	$0	$0	$0	$0	$0
Land Non Res (3)	$0	$0	$0	$13,800	$11,800
Improvement	**$0**	**$0**	**$0**	**$0**	**$0**
Imp Res (1)	$0	$0	$0	$0	$0
Imp Non Res (2)	$0	$0	$0	$0	$0
Imp Non Res (3)	$0	$0	$0	$0	$0
Total	**$13,800**	**$13,800**	**$13,800**	**$13,800**	**$11,800**
Total Res (1)	$13,800	$13,800	$13,800	$0	$0
Total Non Res (2)	$0	$0	$0	$0	$0
Total Non Res (3)	$0	$0	$0	$13,800	$11,800

Land Data (Standard Depth: Res 132', CI 132' Base Lot: Res 45' X 132', CI 45' X 132')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
F	F		0	79x122	0.97	$180	$175	$13,825	0%	1.0000	100.00	0.00	0.00	$13,830

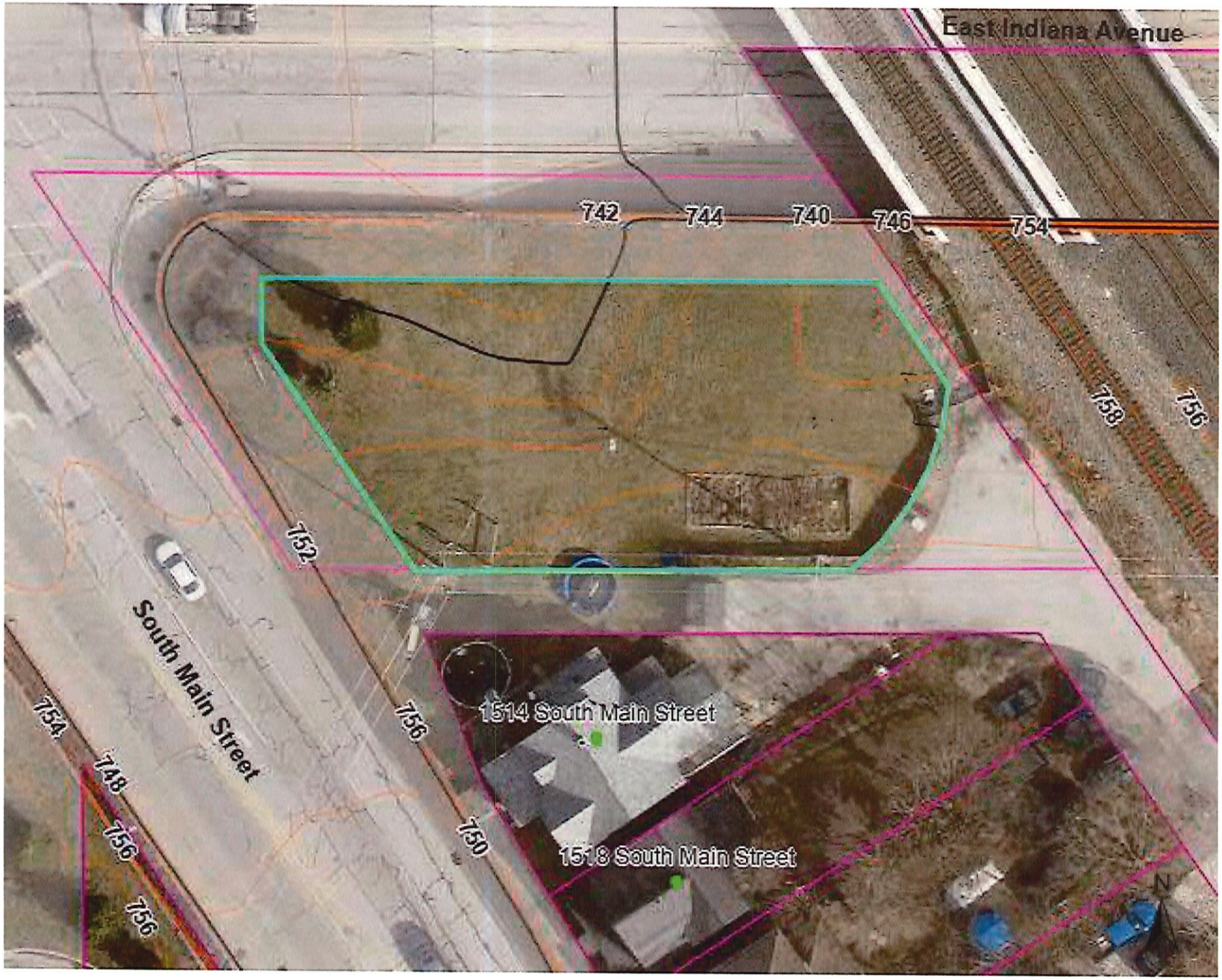
Data Source Aerial **Collector** 11/03/2025 Cat **Appraiser**

Notes

Land Computations

Calculated Acreage	0.22
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.22
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
84 Solar Energy Land	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.22
Farmland Value	$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	$0
Classified Total	$0
Farm / Classifed Value	$0
Homesite(s) Value	$0
91/92 Value	$0
Supp. Page Land Value	
CAP 1 Value	$13,800
CAP 2 Value	$0
CAP 3 Value	$0
Total Value	**$13,800**

Beacon™ Elkhart County, IN



Addresses
- Active
- Proposed
- Retired
- Parcels
- Parcel Combination Lines

Best Available Flood Hazard
- FEMA Zone AE Floodway;
- FEMA Administrative Floodway
- DNR Detailed Floodway
- DNR Approximate Floodway
- FEMA Zone A
- FEMA Zone AE
- DNR Detailed Fringe
- DNR Approximate Fringe
- Additional Floodplain Area; DNR .2 Percent Flood Hazard
- FEMA Protected by Levee
- FEMA Floodplain - Ponding (Depth)
- FEMA Floodplain - Sheet Flow (Depth)
- Not Mapped
- <all other values>
- Ponding Soils
- Wetlands

City of Elkhart

Staff Report

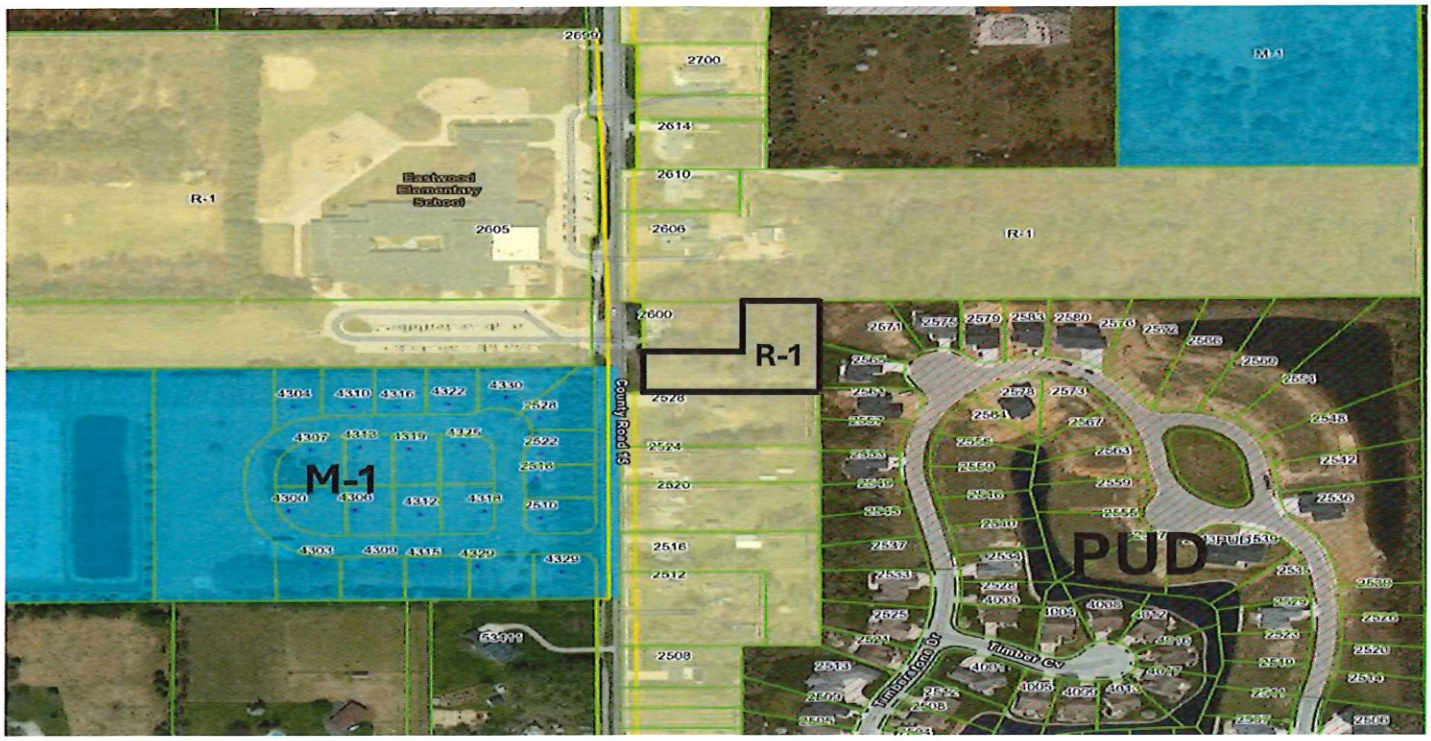
Planning & Zoning

Petition:	26-UV-25
Petition Type:	Use Variance
Date:	November 12, 2026
Petitioner:	Back Table LLC c/o Franz Morsches
Site Location:	Vacant Lot 2500 Block County Road 15 (Parcel: 02-25-176-018-027)
Request:	To vary from Section 4.2, Permitted Uses, R-1 One-Family Dwelling District, to allow for warehousing. To vary from Section 26.1.B.8.a, Size, 'a maximum total of seven hundred twenty (720) square feet for the largest structure', to allow for a three thousand five hundred (3,500) square foot structure, a variance of two thousand seven hundred eighty (2,780).
Existing Zoning:	R-1, One-Family Dwelling District
Size:	+/- 1.12 Acre
Thoroughfares:	County Road 15 North
School District:	Elkhart Community Schools
Utilities:	Available and provided to the site.

Surrounding Land Use & Zoning:
The property is surrounded by a mix of residential and industrial uses zoned R-1, One Family Dwelling, M-1, Limited Manufacturing District and, PUD developed as single family attached and detached housing.

Applicable Sections of the Zoning Ordinance:
Enumerated in request.

Comprehensive Plan:
The Comprehensive Plan calls for this area to be developed with a mix of low-density residential uses.



Staff Analysis

The petitioner is seeking to vary from Section 4.2, Permitted Uses, R-1 One-Family Dwelling District, to allow for a warehousing structure. Warehousing is not a permitted use in the R-1 District.

The petitioner is also requesting relief from Section 26.1.B.8.a, Size, 'a maximum total of seven hundred twenty (720) square feet for the largest structure', to allow for a three thousand five hundred (3,500) square foot structure, a variance of two thousand seven hundred eighty (2,780).

The petitioner is proposing to construction a 3,500 square foot pole or steel structure for storage of antiques and collectibles as related to their estate sale business on a vacant lot along County Road 15 North. The location was selected due to the close proximity to the petitioner's home and other properties on the market do not meet their needs or were out of their price range based on information from the petitioner.

During the due diligence period the petitioner reached out to staff about building a structure on the property. Staff made the petitioner aware of needing to apply for a variance to install a structure without a house being built first and due to the size. The use is a warehousing building due to the structure being used in connection with a business as opposed to personal use for storage. Due to a residential house not being located on the property before the structure was applied for the structure will be the primary structure and use of the property.

The use is more intense than a typical shed found on a residential parcel as the intent is for commercial use which is more typically found in commercial or industrial districts. Future use of the structure would likely require a use variance to utilize the space for any other use than storage. The size of the structure and its location on the property would limit future development of placing a house fronting County Road 15 North. Based on information provided to staff, the rear of the property will remain undisturbed, creating a buffer between the structure and the residential subdivision to the east.

Staff recommends **denial** of this variance.

Recommendation

The Staff recommends **denial** of the use variance to vary from the requirements found in 4.2, Permitted Uses, R-1 One-Family Dwelling District, to allow for warehousing based on the following findings of fact:

1. The approval **will be** injurious to the public health, safety, morals or general welfare of the community because the proposed use of the property is more intense than uses that are permitted in this zoning district;

2. The use and value of the area adjacent to the property **will be** affected in a substantially adverse manner because the structure does not fit with the character of the neighborhood where primary dwellings are the singular dominant use;

3. Granting the variance **would be** consistent with the intent and purpose of this Ordinance because a measure of relief is allowed when warranted;

4. Special conditions and circumstances **do not** exist which are peculiar to the land involved and which are not applicable to other lands or structures in the same district because the lot is zoned for uses planned for primary uses (dwellings) and stand-alone lots with accessory structures are not warranted;

5. The strict application of the terms of this Ordinance **will not** result in practical difficulties in the use of the property because the owner would be able to place a house and subordinate accessory structure without board action;

6. The special conditions and circumstances **do not** result from any action or inaction by the applicant as the use does not currently exist and the lot is vacant;

7. This property **does not** lie within a designated flood area.

Photos



Site Visit – looking east at vacant property from CR 15

PETITION #: 26-BZA-27 **FILING FEE: $** 200.00

PETITION to the BOARD of ZONING APPEALS

PETITION TYPE: DEVELOPMENTAL VARIANCE

Property Owner(s): Franz Morsches
Mailing Address: [redacted]
Phone #: [redacted] Email: [redacted]

Contact Person: Joseph Datena
Mailing Address: [redacted]
Phone #: [redacted] Email: [redacted]

Subject Property Address: Parcel # 02-25-176-018-027, CR 15 Elkhart, IN 46514
Zoning: R1
Present Use: vacant lot Proposed Use: pole or steel building for storage

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Joseph Datena

SIGNATURE(S): Franz Dietsch DATE: 09/25/2026

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- ✓ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- ✓ A completed Petition form signed by the legal owner of record (or approved representative).
- ✓ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- ✓ A full and accurate legal description of the property.
- ✓ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.
- ____ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): _____
Map #: _____ Area: _____
RECEIVED BY: Raen Levendoski DATE: 9/25/26

County Road 15 Parcel agreement letter

This letter is to confirm that Joseph Datena and Anthony Datena (Datena) are purchasing the following parcel of land from Back Table LLC:

Lowry Minor lot 2 located in Osolo Township, Elkhart County, Indiana.
Parcel Number: 20-02-25-176-018.000-027 County Parcel Number: 02-25-176-018-027

The purchase of this parcel is contingent upon Datena receiving approval of a variance from Elkhart County and or the City of Elkhart to allow the construction of a storage building on the Aforementioned property.

This letter is our authorization for Datena to act on our behalf to file this petition and any additional paperwork necessary to apply for this variance.

Respectfully,

Franz Morsches, Managing Member, Back Table LLC.

DATE: September 13, 2026

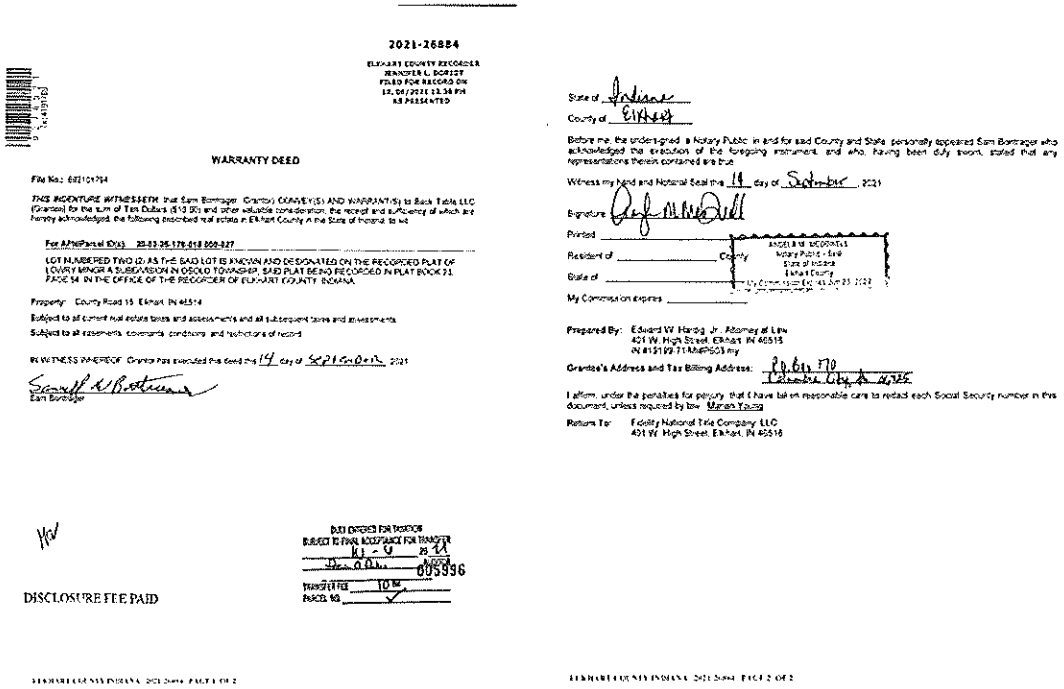
TO: Board of Zoning Appeals
City of Elkhart, Indiana

RE: Developmental Variance

The undersigned petitioner respectfully shows the Board of Zoning Appeals:

1. I, *Joseph Datena and Anthony Datena,* desire to be the owner of the following described real estate located within the City of Elkhart, Osolo Township, Elkhart County, State of Indiana, to-wit:

Legal Description as pictured below:



2021-26884

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
12/06/2021 12:36 PM
AS PRESENTED

WARRANTY DEED

File No.: 6021101754

THIS INDENTURE WITNESSETH, that Sam Bontrager (Grantor) CONVEY(S) AND WARRANT(S) to Back Table LLC (Grantee) for the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Elkhart County in the State of Indiana, to wit:

For Alt/Parcel ID(s): 20-02-25-176-018.000-027

LOT NUMBERED TWO (2) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF LOVERY MINOR A SUBDIVISION IN OSOLO TOWNSHIP, SAID PLAT BEING RECORDED IN PLAT BOOK 23, PAGE 94, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Property: County Road 15, Elkhart, IN 46514

Subject to all current real estate taxes and assessments and all subsequent taxes and assessments.

Subject to all easements, covenants, conditions and restrictions of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 14 day of September, 2021

Sam Bontrager

State of Indiana
County of Elkhart

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sam Bontrager who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14 day of September, 2021

Signature
Printed
Resident of County
State of
My Commission expires

ANGELA M. SCOGGINS
Notary Public - Seal
State of Indiana
Elkhart County
My Commission Exp. 43 Apr 23, 2022

Prepared By: Edward W. Harding, Jr., Attorney at Law
401 W. High Street, Elkhart, IN 46516
IN #15199-71/MAP503.my

Grantee's Address and Tax Billing 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. Miriam Young

Return To: Fidelity National Title Company, LLC
401 W. High Street, Elkhart, IN 46516

DISCLOSURE FEE PAID

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
12-6 2021
AUDITOR
095396
TRANSFER FEE 10.00
PARCEL NO.

ELKHART COUNTY, INDIANA: 2021-26884 PAGE 1 OF 2

ELKHART COUNTY, INDIANA: 2021-26884 PAGE 2 OF 2

Common address of property: Parcel # 20-02-25-176-018.000-027 CR 15, Elkhart, IN 46514

2. The above described real estate presently has a zoning classification of R1 Elkhart District under the Zoning Ordinance of the City of Elkhart.

3. Petitioner presently occupies (or proposes to occupy) the above described property in the following manner: The property is a vacant lot and is not currently being used for anything.

4. Petitioner desires to build a 3,500 to 4,000 sq. ft pole or steel building for storage of antiques, collectibles, vintage items, other items of this nature, furniture, and classic cars, however this property has a residential zoning classification, therefore a pole or steel building violates the provisions of the Zoning Ordinance.

5. The Zoning Ordinance of the City of Elkhart requires this property to be a 26.1.B #8A, which is an accessory building, in order to build a pole or steel building.

6. The strict adherence to the Zoning Ordinance requirements would create an unusual hardship due to what we need to utilize the property for. We need a property with a 3,500 to 4,000 sq ft. pole or steel building for storage.

7. Addressing standards from page 3 below:
   1. "The approval will not be injurious to the public health, safety, morals and general welfare of the community." **The building will contain a garage door and driveway. There will be no hazardous materials or chemicals stored here. We will keep the building locked at all times when someone is not there. We will upkeep the lawn and keep property in good condition.**
   2. "The use and value of the area adjacent to the property will not be affected in a substantially adverse manner." **The area adjacent to this property will not be affected as we can obtain a property survey if needed to be diligent about staying within property lines. We are not utilizing property in a way that would cause harm to adjacent property.**
   3. "Granting the variance would be consistent with the intent and purpose of the Zoning Ordinance." **Granting the variance will stay consistent with the intent and purpose of the Zoning Ordinance because we are switching the zoning classification to a 26.1B #8A, which is an accessory building variance. A pole or steel building are accepted for an accessory building.**
   4. "Special conditions and circumstances exist which are peculiar to the land involved and which are not applicable to other lands or structures in the same district." **I have previously bid on properties within the district containing buildings suitable for our needs, however I was unsuccessful due to being outbid. At present, there are no other properties within the district that both contain a suitable building that falls within our financial means while also meeting our intended use. Accordingly, the combination of this property's suitability for our intended purpose and its affordability presents an opportunity for us that is not readily available among other properties in this district.**
   5. "The strict application of the terms of this Ordinance would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance." **My brother and I have our own homes located in Elkhart and are therefore not being deprived of not being able to build a home on this property.**
   6. "Special conditions and circumstances do not result from any action or inaction by the applicant." **We are not requesting any special conditions or circumstances. We are simply requesting a developmental variance change in order to build a building for storage.**
   7. "In designated flood hazard areas, the variance will not increase flood heights, create additional threats to public safety, cause additional public expense, create nuisances, or conflict with existing laws or ordinances." **This property is not in a flood zone. There is not a body of water near property to cause flooding. If variance change is granted, we will be dedicated to ensuring property is free of any threat to floods or public nuisances.**

Signature of Property Owner: Franz Morsches - Back Table, LLC

Printed Name: Franz Morsches

Second Property Owner:

Printed Name:

Contact Person: Representative

Name: Jason Ulseth, Andrew Ulseth, Jim Miller

[redacted]

2021-26884

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
10/06/2021 12:36 PM
AS PRESENTED

8 2 7 8 5 2 1
TX:4191769

WARRANTY DEED

File No.: 692101794

THIS INDENTURE WITNESSETH, that Sam Bontrager (Grantor) CONVEY(S) AND WARRANT(S) to Back Table LLC (Grantee) for the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Elkhart County in the State of Indiana, to wit:

For APN/Parcel ID(s): 20-02-25-176-018.000-027

LOT NUMBERED TWO (2) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF LOWRY MINOR A SUBDIVISION IN OSOLO TOWNSHIP; SAID PLAT BEING RECORDED IN PLAT BOOK 23, PAGE 54, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Property: County Road 15, Elkhart, IN 46514

Subject to all current real estate taxes and assessments and all subsequent taxes and assessments.

Subject to all easements, covenants, conditions, and restrictions of record.

IN WITNESS WHEREOF, Grantor has executed this deed this 14 day of September, 2021.

Sam Bontrager

HW

DISCLOSURE FEE PAID

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
10 - 6 20 21
Patricia A. Pekus AUDITOR
005996
TRANSFER FEE 10.00
PARCEL NO. ✓

State of Indiana

County of Elkhart

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Sam Bontrager who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 14 day of September, 2021.

Signature: Angela M McDowell

Printed: _____

Resident of: _____ County

State of: _____

My Commission expires: _____

ANGELA M. MCDOWELL
Notary Public - Seal
State of Indiana
Elkhart County
My Commission Expires Jun 23, 2022

Prepared By: Edward W. Hardig, Jr., Attorney at Law
401 W. High Street, Elkhart, IN 46516
IN #19199-71/MI#P603 my

Grantee's Address and Tax Billing Address: P.O. Box 170
Columbia City, In. 46725

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: Mariah Young.

Return To: Fidelity National Title Company, LLC
401 W. High Street, Elkhart, IN 46516

AFFIDAVIT IN SUPPORT OF DEVELOPMENTAL VARIANCE PETITION

I, Franz Morsches, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.

2. I make this affidavit in support of my variance petition filed contemporaneously herewith.

3. I am now and at all times relevant herein have been, the owner of record of the property located at CR 15 Lot 2 Lowry Elkhart, Indiana.

4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 22 day of Sept, 2026.

X _____

Printed: Franz Morsches

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

X _____

Printed: Franz Morsches

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Franz Morsches, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 22 day of September, 2026.

Christopher M. Worrick
Whitley County, State of Indiana
My Commission Expires 4/21/2027
Commission Number NP0625862

_____

Printed: Christopher M Worrick

My Commission Expires:

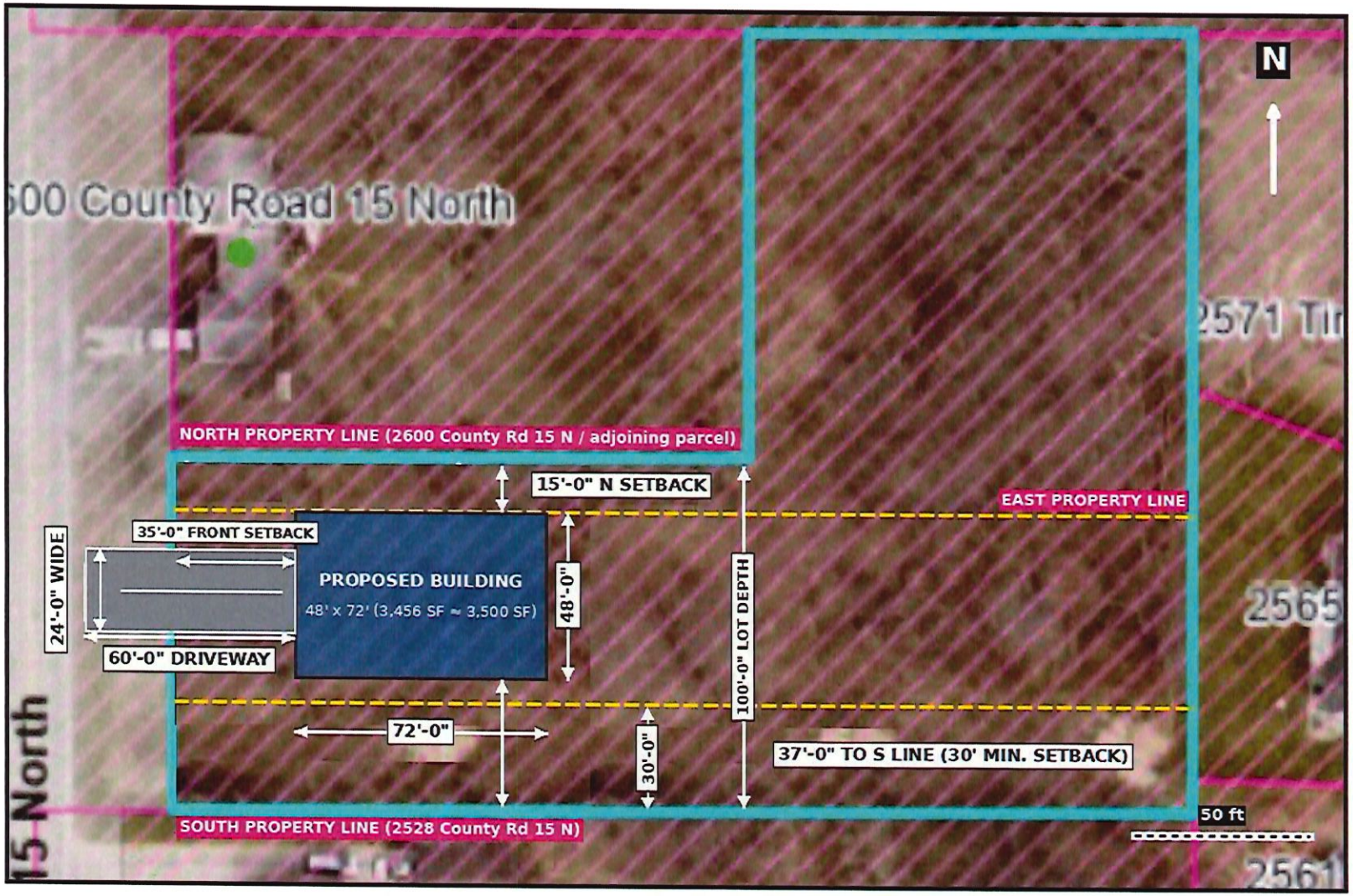
4/21/27

Notary Public in and for the State of Indiana
Resident of Whitley County, Indiana


load
More
Toolbar Options
View: Report | Soils | Pictometry Imagery | Google Maps
2600 County Road 15 North
2579 Timberstone
2575 Timberstone
2571 Timberstone Drive
2565 Timberstone Drive
2561 Timberstone Drive
2557 Timberstone Drive
2528 County Road 15 North
County Road 15 North
2524 County Road 15 North
2556 Tim

PROPOSED SITE PLAN – VARIANCE REQUEST

City of Elkhart | Parcel on County Road 15 North, adjacent to Timberstone Drive



Proposed building footprint: 48' x 72' (3,456 SF)

Required setbacks: 15' from north property line, 30' from south neighbor

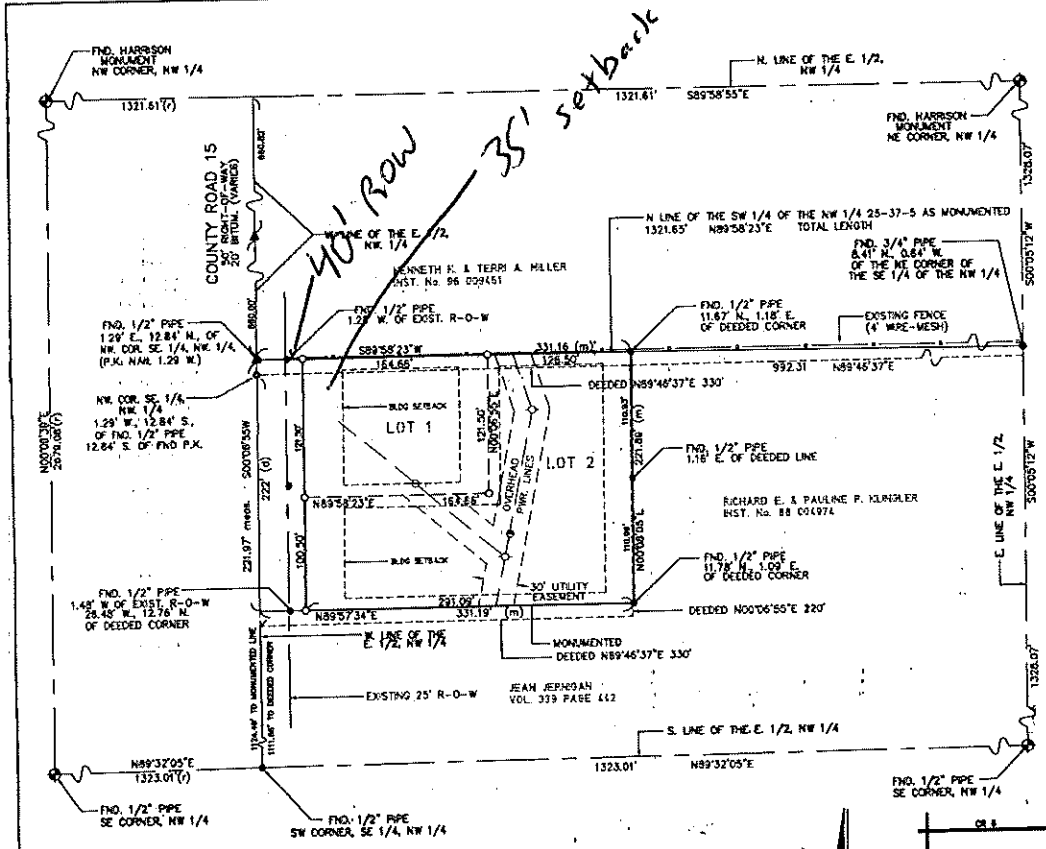
Property lines (county GIS parcel boundaries)

Aerial: county GIS imagery. Not a survey. Building location is approximate and shown for variance review; final placement subject to survey.

97 011912

LOWRY MINOR

A PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 25, T.38 N., R. 5 E., OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA.



LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE FIVE (5) EAST; THENCE SOUTH ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER TWO HUNDRED TWENTY-TWO (222) FEET FOR THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER THREE HUNDRED THIRTY (330) FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE TWO HUNDRED TWENTY-TWO (222) FEET; THENCE WEST PARALLEL WITH SAID SOUTH LINE THREE HUNDRED THIRTY (330) FEET; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE TWO HUNDRED TWENTY-TWO (222) FEET TO THE PLACE OF BEGINNING.

KENNETH K. JONES RLS 890027

GOVERNMENT CORNER WITNESS TIES

W 1/4 25-38-5
FD 3/4" PIPE
P.K. NAIL IN 12" OAK WEST 19.07 FEET
P.K. NAIL IN 20" OAK EAST 26.39 FEET
P.K. NAIL IN EAST FACE 4"x4" FENCE POST SOUTH 17.0 FEET

CENTER 25-38-5
FD IRON
P.K. NAIL IN 36" MAPLE SOUTH 56.05 FEET
P.K. NAIL IN 36" MAPLE SOUTHEAST 27.18 FEET
CORNER HOUSE EAST 101.10 FEET

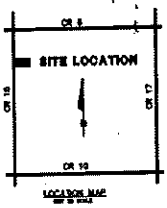
SW CORNER 25-38-5
FD COUNTY MONUMENT
CONC. MONUMENT SE 45.15 FEET
CONC. MONUMENT SW 50.15 FEET

N 1/4 CORNER 25-38-5
FD COUNTY MONUMENT
P.K. NAIL IN POLE NW 44.30 FEET
P.K. NAIL IN POLE NE 31.96 FEET
P.K. IN 18" MAPLE S 27.50 FEET

NOTES:
SET BACK LINES : 75' FRONT YARD SETBACK FROM CENTERLINE
25' REAR YARD SETBACK
10' SIDE-YARD SETBACK

LEGEND:
- SECTION CORNER
- SET 5/8" PIPE
- PWR. POLE
- GUY WIRE
- FOUND MONUMENT
- FOUND P.K. NAIL

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.



DEVELOPER/OWNER
PATRICIA A. LOWRY
53260 C.R. 15
ELKHART, IN 46514
INSTRUMENT NUMBER: 94 024112

SURVEYOR
WORTMAN PETRIE, INC.
4703 CHESTER DR.
ELKHART, IN 46516
PH: 293-7782
FAX: 294-3717

WPI

23-54

23-54

REVISED 4-17-97 JAF SHEET 1 OF 2

DRAWING NO. C-224-2

LOWRY MINOR

A PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 25, T.38 N., R. 5 E., OSOLO TOWNSHIP, ELKHART COUNTY, INDIANA

SURVEYOR'S REPORT

1) In accordance with Title 865, Article 1, Chapter 12, Section 1 through 29 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the location of the lines and corners established on this survey as a result of:

A) VARIANCES IN THE REFERENCE MONUMENTS;
B) DISCREPANCIES IN RECORD DESCRIPTIONS AND PLATS;
C) INCONSISTENCIES IN LINES OF OCCUPATION;
D) RANDOM ERRORS IN MEASUREMENTS (THEORETICAL UNCERTAINTY)

The theoretical uncertainty (due to random errors in measurement) of the corners of the subject tract established in this survey is within the specifications for a Class "C" Survey.

COMMENTS:
The basis of bearing is the West Line of the East 1/2 of the NW 1/4 of Section 25-38-5 and is based upon a survey done by me dated 7-12-91. The lines and corners of the subject parcel are established using existing monumentation accepted in place as lines of common report. Be advised the lines established by the Government Quarter Section Subdivision do not coincide with those marked by the existing monuments found in the field along the North Line of the SE 1/4 of the NW 1/4. These variances are on the attached drawing.

As a result of the the above observations, it is my opinion that the uncertainties in the location of the lines and corners on this survey are as follows:

DUE TO VARIANCES IN REFERENCE MONUMENTS: SEE DRAWING

DUE TO DISCREPANCIES IN THE RECORD DESCRIPTION: NONE

DUE TO INCONSISTENCIES IN THE LINES OF OCCUPATION: SEE DRAWING

This property is not located within the floodplain as per information obtained from FLOOD INSURANCE RATE MAP, NATIONAL FLOOD INSURANCE PROGRAM, COMMUNITY-PANEL NUMBER 180056 0010 B, dated June 5, 1985.

PLAN COMMISSION APPROVAL

Approved by the ELKHART COUNTY PLAN COMMISSION in accordance with the SUBDIVISION ORDINANCE.

PRESIDENT — SECRETARY: Shirley Hostetler 6-9-97 — DATE

ACCEPTANCE OF DEDICATION

Be it resolved by the BOARD OF COUNTY COMMISSIONERS, ELKHART COUNTY, INDIANA, that the dedications on this Plat are hereby approved and accepted this 5th rd day of May, 1997.

PATSY KONZONE — PHIL NEFF — AMOS SHEETS

AUDITOR

Duly entered for taxation this 16th th day of May, 1997.

Stephen J. Malone
Stephen J. Malone Auditor, Elkhart County, Indiana

DRAINAGE MAINTENANCE CERTIFICATION

The maintenance of all drainage facilities including culverts and swales, shall be the responsibility of each Lot owner, and NO owner shall permit, allow or cause any of said facilities to be obstructed or removed or to in anyway impede the flow of water across or through said facilities. In the event any such facilities become damaged or in disrepair, it shall be the responsibility of the Lot owner to repair such facilities at the owner's expense.

In the event of the owner's failure to maintain such drainage facilities in good order and repair, appropriate Governmental Authority of Elkhart County, Indiana, may repair such drainage facilities and invoice the costs of such repair to the last owner. Elkhart County, Indiana, is granted an Easement across a Lot owner's Real Estate for the purpose of repairing any drainage facilities on said Lot owner's Real Estate. The amount of any Assessment for the costs of such repair, as Assessed by said Governmental Authority, shall constitute a Lien upon the Real Estate of the Lot owner and an Encumbrance upon the Title to said Lot.

Elkhart County, Indiana, is further granted Right of Action for the Collection of said Indebtedness from the Lot owner and for the Foreclosure of said Lien in the manner in which Mortgages are Foreclosed under the Laws of The State of Indiana. Any such Collection and/or Foreclosure Action shall be maintained in The Courts of General Jurisdiction of The State of Indiana, and shall be commenced in Elkhart County, Indiana.

DEED OF DEDICATION

I (we) the undersigned, owner(s) of the real estate shown and described herein, do hereby Lay Off, Plat and Subdivide said real estate in accordance with the requirements of the Elkhart County, Indiana, Subdivision Ordinance.

This subdivision shall be known and designated as Lowry Minor Subdivision.

All streets, alleys and public open spaces shown and not heretofore dedicated, are hereby dedicated to the public.

OWNER'S CERTIFICATION

This is to certify that the undersigned is the owner of the land herein described on the annexed Plat, and have caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein setforth, thereon indicated.

Dated this 21 st th day of April, 1997.

Patricia A. Lowry
53260 C.R. 15
Elkhart, Indiana 46514

Patricia A. Lowry
Patricia A. Lowry

RECORDER

Received for record this 16 th th day of May, 1997 at 3:30 PM. and recorded in PLAT BOOK 25, PAGE 84

97 011912 $ 28.00

Susan M. Gulpe
Susan M. Gulpe Recorder, Elkhart County, Indiana

SURVEYOR'S CERTIFICATE

I, Kenneth K. Jones, hereby certify that I am a Land Surveyor, Licensed in compliance with the Laws of the State of Indiana, that this Plat correctly represents a survey performed under my direct supervision in accordance with I.A.C. 865-1-12 and that all the monuments will be installed in accordance with the provisions of the Platting Ordinance; and that their location, size, type and material are accurately shown.

APRIL 18, 1997
DATE

KENNETH K. JONES — RLS 890027

NOTARY PUBLIC CERTIFICATION

State of Indiana]
ss:
County of Elkhart]

Witness my Hand and Notarial Seal this 21st th day of April, 1997.

Notary Public
Elkhart County, Indiana

CHERYLL A SNODDERS
NOTARY PUBLIC STATE OF INDIANA
ELKHART COUNTY
MY COMMISSION EXP. SEPT 11,1998

My Commission expires:

DEVELOPER/OWNER	SURVEYOR
PATRICIA A. LOWRY	WIGHTMAN PETRIE, INC.
53260 C.R. 15	4703 CHESTER DR.
ELKHART, IN 46514	ELKHART, IN 46516
INSTRUMENT NUMBER: 94 024112	PH: 293-7782
	FAX: 294-3717

WPI

23-54

23-54

REVISED 4-17-97 JAF SHEET 2 OF 2

C-224-3

City of Elkhart

Staff Report

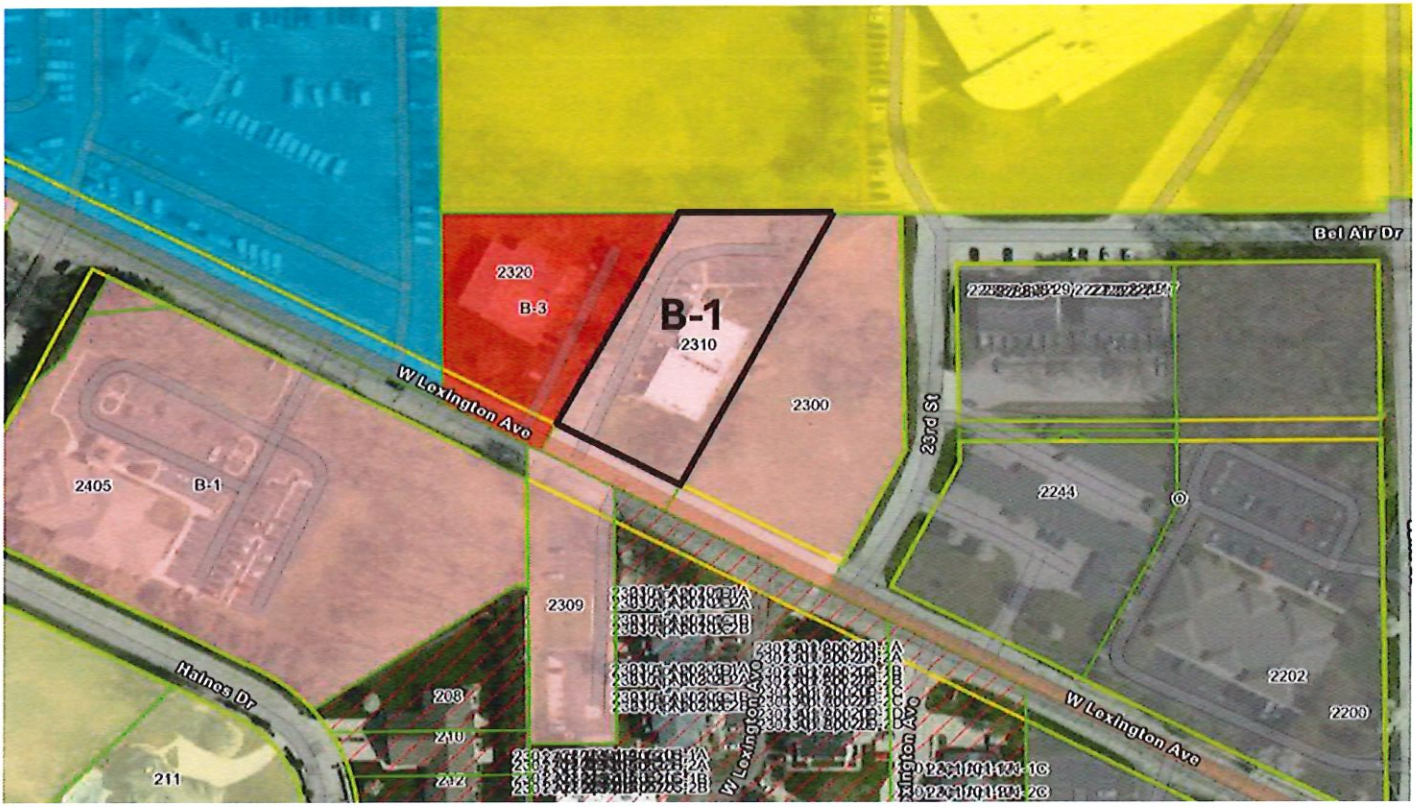
Planning & Zoning

Petition:	26-X-03
Petition Type:	Special Exception
Date:	Plan Commission: November 2, 2026; Board of Zoning Appeals November 12, 2026
Petitioner:	Elkhart Clinic Building, LLC
Site Location:	2310 Lexington Avenue
Request:	Per Section 11.3, B-1, Neighborhood Business District, Special Exception Uses, (11.3.A) Churches to allow for the establishment of a new church at 2310 Lexington Avenue.
Existing Zoning:	B-1, Neighborhood Business District
Size:	+/- 0.93 acres
Thoroughfares:	West Lexington Avenue and Bel Air Drive
School District:	Elkhart Community Schools
Utilities:	Available to site.

Surrounding Land Use & Zoning:
The property is surrounded by a mix of commercial and residential uses zoned B-1, Neighborhood Business District, B-3, Service Business District, OP, Office Park District, PUD, Planned Unit Development and R-2, One-Family Dwelling District.

Applicable Sections of the Zoning Ordinance:
Enumerated in request.

Comprehensive Plan:
The Comprehensive Plan calls for this area to be developed with commercial uses.



Staff Analysis

The request is per 11.3, Special Exception Uses, (11.3 A) Churches to allow for the establishment of a new church at 2310 Lexington Avenue.

The petitioner is under contract to purchase the commercial building with the intent of renovating the building to use as a church. This building was previously used for medical offices. The applicant is proposing some interior remodeling to open the floor plan to accommodate the new use as a place of worship. The floor plans provided show several existing offices that will be removed to create a large gathering/congregation space. Some of the current office space will remain. At this time, no proposals were made for changes to the exterior of the building.

The site has thirty-three parking spaces, which are the spaces shown entirely within the property excluding any shared parking. Based on current parking requirements, the current parking configurations will accommodate around 132 people based on 33 spaces. The proposed church has been established and has a congregation of 40 people. The neighbor to the west at 2320 Lexington has an approved permit to install a fence on the common lot line in the rear yard behind the buildings.

The staff recommend **approval** of the petition

Recommendation

Staff recommends **approval** of the request based on the following findings of fact:

1. The Special Exception is so defined, located and proposed to be operated that the public health, safety and welfare **will be** protected. This proposed use will exist in the existing building and have only minor interior modifications for a church. Any major impacts will be negligible as this proposed use will fit well into the space and will have less of an impact that of an office space;

2. The Special Exception **will not** reduce the values of other properties in its immediate vicinity because use of the building and property will be off peak times during the evening and weekends;

3. The Special Exception **shall** conform to the regulations of the zoning district in which it is to be located because it will not generate adverse effects on adjacent properties in the form of noise, smoke, or odor.

Conditions

NONE

Photos



Google Street View – Looking West @ 2310 Lexington from Bel Air Dr.



Google street view – Looking North from Lexington @ 2310 Lexington

PETITION #: 26-X-03 **FILING FEE: $** 300.00

PETITION for APPEAL to the BOARD of ZONING APPEALS

PETITION TYPE: SPECIAL EXCEPTION

Property Owner(s): Elkhart Clinic Building, LLC

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Contact Person: Jacqueline A. Zelmer Carmen Ramirez

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Subject Property Address: 2310 Lexington Ave, Elkhart, IN 46514

Zoning: Commercial

Present Use: Vacant Proposed Use: Church

NOTE: The petitioner is the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failure to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Elkhart Clinic Building, LLC
Jacqueline A. Zelmer, Controller

SIGNATURE(S): Zelmer, Controller DATE: 9.28.26

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

_____ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.

_____ A completed Petition form signed by the legal owner of record (or approved representative).

_____ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.

_____ A full and accurate legal description of the property.

_____ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.

_____ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): _____

Map #: _____ Area: _____

RECEIVED BY: _____ DATE: _____

ELKHART CLINIC
Your Partner for a Healthy Life

Elkhart Clinic Building LLC
2310 W Lexington Ave
Elkhart, IN 46514

September 28, 2026

Plan Commission and Board of Zoning Appeals
City of Elkhart
Elkhart, Indiana

Re: 2310 Lexington Avenue, Elkhart, Indiana

To Whom It May Concern:

I/We, Elkhart Clinic Building LLC, as the current owner of the property located at **2310 Lexington Avenue, Elkhart, Indiana** (the "Property"), hereby acknowledge that the Property is currently under contract for sale to Word of Faith Happy Church.

The prospective buyer intends to seek the approvals necessary from the City of Elkhart to allow the Property to be used in a manner suitable for its intended church and related uses. Because the prospective buyer does not yet own the Property, this letter is being provided to confirm the owner's permission for the buyer and its representatives to pursue the applicable land-use, zoning, Plan Commission, Board of Zoning Appeals, and/or other municipal approvals associated with the buyer's proposed use of the Property.

The owner hereby authorizes **Sara Koziel** to represent the owner/seller as necessary in connection with the pending sale and the buyer's application for such approvals.

The owner further authorizes **Carmen Ramirez**, as representative of the prospective buyer, to prepare, submit, and pursue the applicable application(s) with the City of Elkhart and to be identified as a secondary contact for purposes of the application and approval process.

This authorization is provided solely to facilitate the prospective buyer's pursuit of governmental approvals prior to closing. It does not constitute a representation or warranty by the owner regarding the suitability of the Property for the buyer's intended use or the likelihood that any requested approval will be granted. It also does not authorize the buyer or its representatives to make physical alterations to the Property or otherwise bind the owner to any obligation or expense without the owner's separate written consent.

Legal Description of Property:
A part of the Southeast Quarter of Section 1, Township 37 North, Range 4 East, in Elkhart County, Indiana, more particularly described as follows:

Beginning at a point on the centerline of the highway known as U.S. No. 20, 1284.11 feet Northwest of the intersection of said centerline of said highway with the East line of said Quarter Section, said point being 112.89 feet Southeast of the Southwest corner of the tract of land deeded to George C. Bock as recorded in Deed Record 110 at page 430 in the records of the Elkhart County Recorder; thence Northwardly at right angles to said U. S. Highway No. 20, 266.97 feet to the North line of Bel Air Drive

(formerly Florence Avenue) if extended Westwardly; thence Eastwardly along the North line of Bel Air Drive if extended Westwardly, 144.13 feet; thence Southwestwardly at right angles to the centerline of said U. S. Highway No. 20, 333.67 feet to the centerline of said U. S. Highway No. 20; thence Northwestwardly along the centerline of said U.S. Highway No. 20, 127.80 feet to the place of beginning.

This authorization shall remain effective during the pendency of the purchase agreement unless earlier revoked in writing by the owner.

Sincerely,

Jacqueline A. Zelmer
Controller
9/28/26

AFFIDAVIT IN SUPPORT OF SPECIAL EXCEPTION PETITION

I, Jacqueline Zelmer (Controller for Elkhart Clinic Building, LLC) being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my special exception petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 2310 Lexington Ave. Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 28th day of Sept, 2026.

Jacqueline Zelmer

Printed: Jacqueline A. Zelmer

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Jacqueline Zelmer

Printed: Jacqueline A. Zelmer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Jacqueline Zelmer, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 28 day of Sept, 2026.

Charlotte A. Mattei

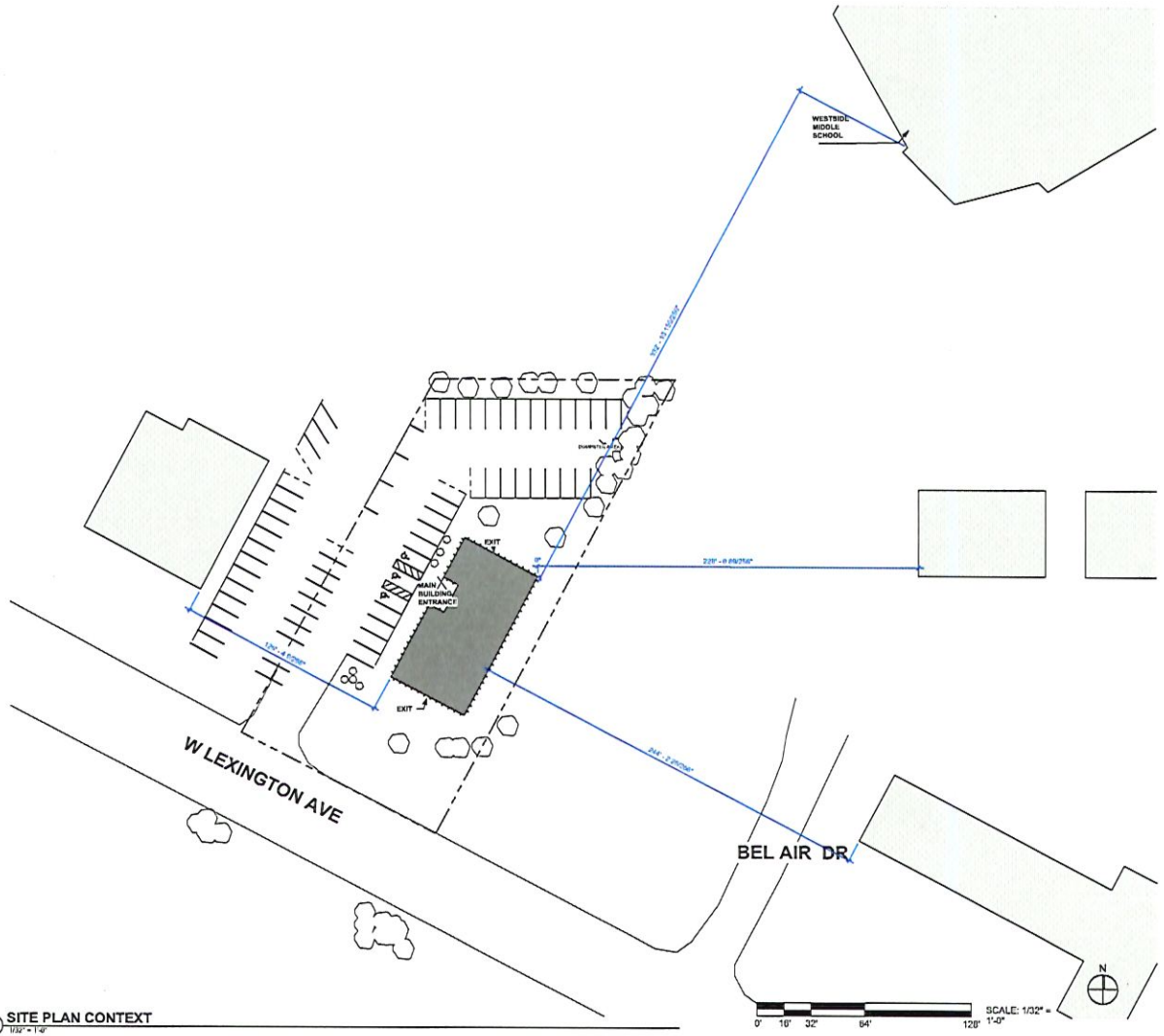
Printed: Charlotte A. Mattei

My Commission Expires:

May 21, 2028

CHARLOTTE A. MATTEI
Notary Public, State of Indiana
Elkhart County
Commission # NP0726961
My Commission Expires
May 21, 2028

Notary Public in and for the State of Indiana
Resident of Elkhart County, Indiana



1 SITE PLAN CONTEXT
1/32" = 1'-0"

2310 W Lexington Ave- Word Of Faith H. C

ELKHART, INDIANA

Project Number
#####

SITE PLAN CONTEXT

Project Status
DATE: Issue Date

No.	Description	Date

A1.0A

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Listing Broker (Co.) BRADLEY COMPANY ( ) By John Jessen ( )
office code individual code

Selling Broker (Co.) St. Joseph Realty group ( ) By Carmen Ramirez (C123MO)
office code individual code

PURCHASE AGREEMENT

COMMERCIAL-INDUSTRIAL REAL ESTATE

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DATE September 22, 2026

A. PARTIES: Elkhart Clinic Building LLC ("Seller")

agrees to sell and convey to Word of Faith Happy Church ("Buyer")

and Buyer agrees to buy from Seller the following property for the consideration and subject to the following:

B. PROPERTY: The property is commonly known as 2310 W Lexington Ave 2310 W Lexington Ave, Elkhart, IN 46514, in Cleveland Township, Elkhart County, Elkhart Indiana, 46514, including all buildings and permanent improvements and fixtures attached owned by Seller; all privileges, easements and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, licenses and permits with respect to the property, trade name, and warranties or guaranties relating to the property being sold, and any personal property specified herein; all of the above referred to as the "Property," the legal description of which is ☐ **(attached as Exhibit "A")** ☒ **(described as follows):** 127.80X266.97X144.13X333.67 - 1284.11FT NW INTERSECTION OF HWY WITH E LINE 1/4 SEC - SEC 1 .93A; subject to exact determination by survey pursuant to Paragraph J.

The following items of personal property are INCLUDED in the sale:

All other personal property and the following additional items are EXCLUDED from the sale:

Within 5 days from the Effective Date (defined below), Seller shall provide Buyer the items, if in its possession or control, described on Exhibit "B" attached hereto. Buyer agrees to keep all items provided by Seller, including, but not limited to those items described in Exhibit "B" strictly confidential except to the extent shared with Buyer's consultants and agents, who shall be bound to Buyer to keep same confidential. Notwithstanding anything to the contrary contained herein, Buyer acknowledges that any information, engineering data, feasibility or marketing reports, soils reports, or other information of any kind or nature relating to the Property contained in the reports which Buyer has received or may receive from Seller or its agents, is, will be, or has been furnished on the express condition that Buyer shall make its own independent verification of the accuracy of the information. Buyer agrees that Buyer shall not attempt to assert any liability against Seller by reason of Seller's having furnished such information or by reason of any such information becoming or proving to have been incorrect or inaccurate in any respect.

C. PRICE: The purchase price shall be Three Hundred Thousand Dollars ($ 300,000.00) U.S. Dollars, payable ☐ **(in cash at closing)** ☒ **(in accordance with the terms and conditions in this Agreement).**

D. EARNEST MONEY: Buyer submits $ 3,000.00 U.S. Dollars as Earnest Money to be held by as Escrow Agent within 3 days following execution and receipt of this Agreement and any counteroffer by both parties (the "Effective Date"). **If Buyer fails for any reason to timely submit Earnest Money, Buyer agrees Seller may terminate this Agreement by serving a Notice of Termination to Buyer prior to Escrow Agent's receipt of the Earnest Money.** The Earnest Money shall be applied to the purchase price at closing unless returned to Buyer, released to Seller, or otherwise disbursed in accordance with this Agreement. The Escrow Agent is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party. Before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, Escrow Agent has the right to require from all parties a written release of liability of the Escrow Agent, termination of the Agreement and authorization or court order to disburse the Earnest Money. If the Escrow Agent is the Listing Broker ("Broker") described above, Broker shall be absolved from any responsibility to make payment to the Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Upon notification that Buyer or Seller intends not to perform, Broker holding the earnest money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.

E. ADDITIONAL PROVISIONS: Included in this Agreement are the following addenda: (Place an "X" on the appropriate line or lines)

- X Financing Addendum
- ____ Leased Property Addendum
- ____ Zoning/Governmental Approval Addendum
- ____ Alternative Dispute Resolution Addendum
- ____ Addendum to Purchase Agreement
- ____ Feasibility Study Addendum
- ____ Exchange Addendum
- ____ Representations & Warranties of Seller Addendum
- ____ Lead-Based Paint Disclosure Addendum

F. SELLER CONTRIBUTIONS:

☐ 1. **SELLER CONCESSIONS:** Seller shall provide an allowance to up $_____ U.S. Dollars or _____% of purchase price to

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be used by Buyer toward any allowed closing costs.

☒ **2. BUYER BROKER COMPENSATION:** Seller to pay Buyer Broker in the amount of $_____ U.S. Dollars or 3.000 % of purchase price. The payment of compensation does not create an agency relationship between Buyer Broker and Seller.

G. CLOSING: The closing of the sale shall take place at ☒ **(the Title Company)** ☐ (_____ _____) on or before November 30, 2026 or within 3 days after the end of both the Inspection Period and any of the periods described in any of the above referenced Addenda which are part of this Agreement, whichever is later, (the "Closing Date") or this Agreement shall terminate unless the Closing Date is changed in writing by Seller and Buyer, or otherwise extended pursuant to this Agreement.

H. POSSESSION: The possession of the Property shall be delivered to Buyer, subject to the rights of tenants in possession, if any, in its present condition, ordinary wear and tear excepted, on the Closing Date. Seller shall maintain the Property, including fixtures, equipment and any included personal property in its present condition except ordinary wear and tear, until possession is delivered to Buyer. Seller shall not enter into any leases, lease amendment, lease terminations or any service agreements for the Property without Buyer's consent.

I. REAL ESTATE TAXES: (Check paragraph 1, 2, or 3 below)

☐ 1. Current Year (Lien Basis in Arrears) Indiana Customary Proration: The taxes assessed for the current year, due and payable in the year following closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. All taxes assessed for any prior calendar year and remaining unpaid shall also be paid by Seller.

☒ 2. Prior Year (Cash Basis) Proration When Taxes Are Paid: The taxes assessed for the year prior to closing, due and payable during the year of closing, shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. Buyer shall be responsible for all taxes assessed for the current year due and payable in the year following closing.

☐ 3. Installment Basis: Buyer will assume and pay all taxes on the Property beginning with the tax installment due and payable on _____ and all taxes due thereafter. Seller shall pay all taxes for the Property due and payable before such tax installment not assumed by Buyer.

For Purposes of 1, 2, and 3 above:

(A) If the tax rate or assessment for taxes assessed or payable in the year of closing has not been determined as of the Closing date, the assessment or rate shall be assumed to be the same as the most recent assessment or rate.

(B) Taxes which are Seller's responsibility and not yet due as of the Closing Date, shall be credited against the purchase price or cash portion thereof payable by Buyer at closing, and Seller shall have no further liability for such taxes.

(C) All taxes due and payable on or prior to the Closing Date and shall be paid at or before closing and charged at closing to the responsible party.

(D) Buyer shall have the right to assume control and responsibility of all real estate tax appeals, and any rebates, refunds or credits shall be prorated between Seller and Buyer as of the Closing Date.

(NOTE: The succeeding year's tax bill for recently constructed buildings or following reassessment periods may greatly exceed the last tax bill available to the closing agent.)

J. INSURANCE AND RISK OF LOSS: Seller shall maintain replacement cost (if available) or actual cash value "all risk" insurance on the Property through the Closing Date. Seller's insurance shall be canceled as of the Closing Date and Buyer shall provide its own insurance thereafter. Risk of loss by damage or destruction to the Property prior to the Closing Date shall be borne by Seller. Seller shall promptly provide Buyer with all insurance policies in its possession and if not in its possession, shall request the same from its insurance agent and correspondence received or sent by Seller or its agent or insurance company relating to the Property and the damage. Seller shall timely file a claim with its insurance company and shall not settle any claim with the insurance company without Buyer's written consent. In the event any damage or destruction is not anticipated to be fully repaired prior to closing, Buyer, at its option, within 15 days following the damage or destruction, may, by notice to Seller, either terminate this Agreement or elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at closing. Seller shall reimburse Buyer at closing for any insurance deductible.

K. CONDITIONS TO CLOSING: Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following items which are for the Buyer's benefit and may be waived by Buyer at Buyer's sole discretion within 20 days following the Effective Date (the "Inspection Period").

1. **Title Commitment:** A commitment for title insurance (the "Commitment") issued by a reputable title insurance company selected or approved by Buyer (the "Title Company") showing marketable title in Seller's name shall be ordered by ☒ **(Seller)** ☐ **(Buyer)** promptly following the Effective Date upon acceptance of this Agreement and shall be delivered to Buyer within 10 days following the Effective Date. At Buyer's request, legible copies of all recorded instruments affecting the Property or recited as exceptions in the Commitment shall also be delivered.
2. **Survey:** A survey shall be ordered by Buyer promptly following the Effective Date and shall be furnished at ☐ **(Seller's)** ☐ **(Buyer's)** expense within _____ days after the Effective Date. It shall be prepared by a licensed Indiana surveyor selected by Buyer, shall comply with requirements for ALTA Surveys, shall reflect whether the Property is located in a designated flood zone area and shall be certified to Seller, Buyer, the Title Company and Buyer's lender.
3. **Title and Survey Approval:** If Buyer has an objection to items disclosed in the Commitment or the survey, Buyer shall make written objections to Seller within 2 days after receipt of both the Commitment and survey. Upon the expiration of such period, any item not objected to by Buyer or subsequently approved by Buyer in writing shall be deemed a permitted exception ("Permitted Exception"). If Buyer makes objections, Seller shall notify Buyer of its intent and have thirty (30) days from the date the objections are made ("Seller Cure Period") to cure those Seller is willing to cure, and the Closing Date shall be extended, if necessary. Seller shall not have any responsibility or duty to cure any objections. If the objections are not satisfied within the time period, Buyer may, within 5 days following the Seller Cure Period, either terminate this Agreement and receive a refund of the Earnest Money or waive the unsatisfied objections and close the transaction.
4. **Inspections: (Check paragraph (A) and/or (B) or paragraph (C) below)** Unless Buyer waives inspections under

paragraph (C), Buyer shall have determined that the Property has no unacceptable, adverse environmental or physical condition as provided below.

☒ (A) **Environmental Assessment:** A Phase I environmental site assessment ("Phase I") on the Property shall be ordered by ☐ **(Seller)** ☒ **(Buyer)** promptly following the Effective Date at ☐ **(Seller's)** ☒ **(Buyer's)** expense from a reputable, qualified engineer, acceptable to Buyer and shall be received by Buyer within 20 days following the Effective Date (the "Environmental Report Date"). The Phase I shall be conducted in accordance with current ASTM standards unless otherwise agreed and may also include at Buyer's option the following matters:

(1) an investigation for the presence of asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property; and/or

(2) an investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Indiana Department of Environmental Management, the Indiana Department of Natural Resources, the U.S. Fish and Wildlife Service or any other federal, state or local agency.

If Buyer does not make a written objection to any problem(s) revealed in the report prior to the end of the Environmental Report Date, the environmental condition of the Property shall be deemed to be acceptable. If Buyer notifies Seller that the environmental condition is unsatisfactory prior to the end of the Environmental Report Date ("Buyer's Environmental Notice"), Seller shall notify Buyer of its intent to remediate such condition (the "Seller's Environmental Response") within 5 days following receipt of Buyer's Environmental Notice and shall have a reasonable period of time, not to exceed 10 days following Seller's Environmental Response to remediate the condition to Buyer's satisfaction and the Closing Date shall be extended, if necessary. If Seller fails or refuses to remediate, Buyer may upon notice to Seller within 10 days of Seller's Environmental Response either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

☒ (B) **Physical Inspections:** Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at ☐ **(Seller's)** ☒ **(Buyer's)** expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to Seller and Buyer. Inspections may include but are not limited to the following: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space, mold, water, storm and waste sewer, well/septic, geotechnical, other: _____. If Buyer, in its reasonable discretion, believes that an inspection report reveals a major defect in or with the Property, Buyer shall report such defect in writing to Seller within 5 days of receipt of the report. If Buyer does not make a written objection to any problem(s) revealed in the report(s) within such time period, the Property shall be deemed acceptable to Buyer. Seller shall notify Buyer of any repairs it intends on making and shall have a reasonable period of time, not to exceed 5 days following receipt of any objections by Buyer prior to such time period, to repair any such major defect to Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. Seller shall have no responsibility or duty to make any repairs. If Seller fails or refuses to repair, Buyer, within 10 days following Seller's notice of any repairs it intends on making, may either terminate this Agreement and receive a refund of the Earnest Money or waive its objection and close the transaction.

☐ (C) **Waiver of Inspections:** BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTION DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE, AND BUYER HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE SUCH INSPECTIONS AS A CONDITION OF THIS AGREEMENT. HOWEVER, BUYER WAIVES THE RIGHT TO OBTAIN INSPECTIONS AND RELIES UPON THE CONDTION OF THE PROPERTY BASED UPON BUYER'S OWN EXAMINATION AND RELEASES SELLER AND LISTING AND SELLING BROKER(S) FROM ANY AND ALL LIABILITY RELATING TO ANY PROBLEM, DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH RELEASE SHALL SURVIVE THE CLOSING.

☐ (D) Buyer on behalf of itself and its successors and assigns acknowledges it is acquiring the Property "AS-IS" and has determined to purchase the Property fully understanding (i) the physical condition of the Property including, without limitation, all seismic elements, the environmental condition of the Property and hazardous materials on, under or about the Property (collectively the "Condition"), and (ii) any law or regulation applicable to the Property, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C Section 9601, et. seq.), the Clean Water Act (33 U.S.C Section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Toxic Substances Control Act (15 U.S.C Section 2601, et seq.) and any other federal, state or local laws relating to the environment, natural resources, or public health and safety (collectively the "Laws"). Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's investment manager, management company, broker, and the partners, trustees, beneficiaries, shareholders, members, managers, directors, officers, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, from and against any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising out of, relating to or resulting from the Condition or the Laws. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS AGREEMENT AND THAT SUCH COUNSEL HAS EXPLAINED TO BUYER THE PROVISIONS OF THIS SECTION 4(D).

Buyer and its agents shall have the right to enter upon the Property upon reasonable advance notice and make all inspections provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents to Seller's satisfaction and shall indemnify, defend and hold harmless Seller as to any injury to persons or damage to their property resulting from the negligence of Buyer or its agents in conducting their activities on the Property. Prior to accessing the Property, Buyer shall provide Seller with evidence of commercial general liability insurance of not less than $1,000,000.00 and naming Seller as an additional insured. These obligations shall survive termination of this Agreement or Closing.

L. PRORATIONS AND SPECIAL ASSESSMENTS: Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements made to benefit the Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing. At closing, Buyer will assume and agree to pay all special assessments for municipal improvements which are completed after acceptance of this Agreement.

M. SALES EXPENSES: All sales expenses are to be paid in cash prior to or at the closing as follows in addition to the other items described in this Agreement.

ITEM	(Check the applicable party who pays) Seller	Buyer
1. Release of existing loans and recording releases	X	
2. Closing Fee	X	X
3. Preparation of Deed and Vendor's Affidavit	X	
4. New or assumed loan fees		X
5. Title search fee	X	
6. Title Policy Premium-Owner	X	
7. Title Policy Premium-Lender		X
8. Other Title Company Costs	X	

N. DEFAULT: If Buyer breaches this Agreement, Seller may seek any remedy provided by law or equity, or terminate this Agreement and receive the Earnest Money as liquidated damages. If Seller breaches this Agreement, Buyer may terminate this Agreement and receive a refund of the Earnest Money, or Buyer may seek specific performance as its sole remedy at law or in equity. In the event of Seller default, Seller shall immediately be obligated to pay all brokerage commissions that would have been paid had this transaction closed. In the event of Buyer default, commissions may also be due and payable pursuant to the terms of the applicable brokerage agreements.

O. DUTIES OF BUYER AND SELLER AT CLOSING:

1. At the closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, except as otherwise provided in this Agreement, the following:

(A) A duly executed and acknowledged Special Warranty Deed conveying marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted Exception(s);

(B) A pro-forma Owner's Policy of Title Insurance or marked up title commitment (the "Title Policy") issued by the Title Company in the amount of the purchase price, dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject only to the Permitted Exception(s), and deleting the standard printed exceptions contained in the usual form of the Title Policy;

(C) An executed Vendor's Affidavit in form acceptable to the Title Company;

(D) A Bill of Sale, duly executed by Seller, containing warranties of title, conveying title, free and clear of all liens, to any personal property specified in Paragraph B;

(E) An assignment (the "Assignment"), duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits, warranties or guarantees, and to the extent agreed to be assumed by Buyer, all service, maintenance, management or other contracts relating to the ownership or operation of the Property. Such assignment shall include an indemnity from Seller in favor of Buyer with respect to all claims and obligations arising under such leases and contracts prior to the Closing Date. If Buyer does not agree to assume any such contract, then Seller shall deliver evidence of termination of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;

(F) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;

(G) Evidence of its capacity and authority for the closing of this transaction;

(H) Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is exempt;

(I) A Sales Disclosure Form as required by law ("SDF").

(J) All other executed documents necessary to close this transaction.

2. At the closing, Buyer shall perform, at Buyer's sole cost and expense, except as otherwise provided in this Agreement, the following:

(A) Pay the cash portion of the purchase price in the form of a cashier's check (if the Purchase Price is under $10,000) or other immediately availablefunds. If purchaseprice is $10,000 or more, the funds shall be wired unconditionally to closing agent's escrow account;

(B) Execute any note(s) and mortgage(s) and cause the funds to be made available to the closing agent for disbursement;

(C) Provide evidence of its capacity and authority for the closing of this transaction;

(D) Provide to Buyer's lender any title policy as required by the holder(s) of the mortgage(s);

(E) The Assignment. Such assumption agreement shall include an indemnity from Buyer in favor of Seller as to claims and obligations arising under such leases and contracts assumed by Buyer from and after the Closing Date;

(F) The SDF.

(G) Execute all other documents necessary to close this transaction.

P. CONDEMNATION: Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against any portion of the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this Agreement by written notice to Seller within seven (7) days after Buyer is advised of the commencement of condemnation proceedings, or (2) appear and defend in any condemnation proceedings, and any award shall, at Buyer's election, (a) become the property of Seller and reduce the purchase price by the same amount or (b) shall become the property of Buyer and the purchase price shall not be reduced.

Q. MISCELLANEOUS:

1. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by facsimile (with a copy sent by United States mail), express courier or United States mail (postage prepaid, certified and return receipt requested) addressed to Seller or Buyer or their designee at the address set forth below the signature of each party. If no address is listed, then the address of the registered agent filed with the applicable Secretary of State for entities and the address of his/her broker for any individual.
2. This Agreement shall be construed in accordance with the laws of the State of Indiana.
3. Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at 11:59 p.m. of the date stated unless the parties agree otherwise in writing.
4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns. Buyer may not assign this Agreement without the consent of Seller. No assignment of this Agreement shall release a party from liability for its obligations hereunder.
5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality,

or unenforceability shall not affect any other provision.

6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.
7. By signing below, the parties to this transaction acknowledge receipt of a copy of this Agreement and give their permission to a Multiple Listing Service or other advertising media, if any, to publish information regarding this transaction.
8. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller are free to select providers/inspectors other than those referred or recommended to them by Broker(s).
9. Buyer discloses to Seller that Buyer is licensed and holds License # _____. Seller discloses to Buyer that Seller is licensed and holds License # _____.
10. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.
11. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
12. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Agreement on behalf of such party.

R. SECTION 1031 EXCHANGE: Buyer and Seller acknowledge that either might wish to complete the transaction contemplated hereby as part of a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer and Seller each shall cooperate with the other's 1031 exchange and execute any documents reasonably required in connection therewith, provided no liability, delay or cost is associated therewith or results therefrom. In the case of any such 1031 exchange this Agreement may be assigned to the qualified intermediary in such transaction.

S. FURTHER CONDITIONS (List any additional provisions): Buyer is contingent of the approval of the intent of use.

T. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous and/or toxic materials and underground storage tanks.

U. CONFIRMATION OF AGENCY RELATIONSHIPS: Buyer and Seller acknowledge that each has received agency office policy disclosures, had agency explained and now confirm their agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

V. TERMINATION OF OFFER: Unless accepted by Seller and delivered to Buyer by 9:00 ☐ (A.M.) ☒ (P.M.) ☐ (Noon), the 26th day of September, 2026, this Purchase Agreement shall be null and void and all parties shall be released of any and all liability or obligations.

Paul S. Nganga Thuku 09/22/26	Marion N. Nganga 09/22/26
BUYER'S SIGNATURE DATE	BUYER'S SIGNATURE DATE
Word of Faith Happy Church	Word of Faith Happy Church
PRINTED	PRINTED
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER	(AREA CODE) TELEPHONE NUMBER/FAX NUMBER
BUYER'S ADDRESS FOR NOTICE PURPOSES	

ACCEPTANCE OF PURCHASE AGREEMENT

SELLER'S RESPONSE: (Check appropriate paragraph number):

On 9/24/2026 | 9:37 AM EDT **, at** _____ ☐ **A.M.** ☐ **P.M.** ☐ **Noon**

☐ **1. The above offer is Accepted.**

☐ **2. The above offer is Rejected.**

Signed by:

☐ **3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.**

Sara Koziel 9/24/2026 | 9:37 AM EDT

SELLER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
Sara Koziel			
PRINTED		PRINTED	
[redacted]			
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER		(AREA CODE) TELEPHONE NUMBER/FAX NUMBER	
[redacted]			
SELLER'S ADDRESS FOR NOTICE PURPOSES			

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PURCHASE AGREEMENT EXHIBIT A

COMMERCIAL-INDUSTRIAL REAL ESTATE

For use only by members of the Indiana Association of REALTORS®

Property Legal Description: 127.80X266.97X144.13X333.67 - 1284.11FT NW INTERSECTION OF HWY WITH E LINE 1/4 SEC - SEC 1 .93A

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EQUAL HOUSING OPPORTUNITY

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(1) All leases and service or maintenance contracts, including all amendments and modifications of any of the foregoing for the Property;

(2) The most recent title insurance policy relating to the Property, together with all documents evidencing the title exceptions referenced therein or to be referenced in the Title Commitment;

(3) The prior Survey, if any;

(4) Copies of all environmental reports, soil reports and engineering reports relating to the condition of the Property;

(5) List of tangible personal property;

(6) All permits, licenses and certificate of occupancy with respect to the operation, use and occupancy of the Property; and

(7) List and description of all pending lawsuits and governmental proceedings affecting or relating to the Property.

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EQUAL HOUSING OPPORTUNITY

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Word of Faith

Docusign Envelope ID: B5C6FD17-A6C0-8B52-830C-0C1674B64EB0

FINANCING ADDENDUM
COMMERCIAL - INDUSTRIAL REAL ESTATE
For use only by members of the Indiana Association of REALTORS®

Date: **September 17, 2026**

This Addendum is attached to and made a part of the Purchase Agreement dated **September 22**, **2026**, on the Property commonly known as **2310 W Lexington Ave** in **Elkhart** County, **Elkhart**, Indiana **46514**.

Buyer's performance under the Purchase Agreement is conditioned upon Buyer's ability to obtain financing as described below: ***(Check the applicable paragraph(s) below)***

A. THIRD PARTY FINANCING: Buyer shall obtain a written loan commitment from a third party in an amount not less than $ **300,000.00** U.S. Dollars payable over a term not less than **10** years with an interest rate not to exceed ☐ (_____ **% per annum)** ☒ **(current market rate)**. Provided that Buyer makes every reasonable effort to obtain a loan commitment, if a loan commitment has not been obtained within **5** days from the date of acceptance, the Purchase Agreement shall terminate. In the event a loan commitment is obtained but not funded without fault of Buyer, the Purchase Agreement shall be null and void and all deposits returned to Buyer less the expenses of title work, survey and attorney fees, all not to exceed $ _____ U.S. Dollars, incurred by Seller to the date of cancellation of this transaction.

B. SELLER FINANCING:

1. **Principal Amount:** Seller shall provide financing in the principal sum of $ _____ U.S. Dollars.
2. **Type of Financing:** The form of the transaction shall be: **(Check the applicable paragraph letter below)**

☐ **(a) Installment Sale Contract:** The parties shall execute an installment sale contract at closing. Forfeiture provisions are to be released by Seller when Buyer has paid more than $ _____ U.S. Dollars or _____ % of the purchase price. The installment sale contract shall not be recorded. At closing, the parties shall sign a suitable memorandum of the installment sale contract in recordable form.

☐ **(b) Note and Mortgage:** At closing, Buyer shall execute a promissory note to Seller secured by a mortgage of the Property.

3. **Interest Rate:** _____
4. **Payment Schedule: [Check Paragraph Letter (a), (b) or (c)]**

☐ (a) In full on the _____ day of _____, _____, with accrued interest being due and payable _____

☐ **(b)** In ☐ **(monthly)** ☐ **(annual)** ☐ **(other:** _____**)** installments of $ _____ U.S. Dollars ☐ **(including interest)** ☐ **(plus interest)** each, beginning on _____ the day of _____, _____, and continuing regularly until the _____ day of _____, _____ when the entire amount of principal and interest remaining unpaid shall be due and payable.

☐ **(c)** Interest only in ☐ **(monthly)** ☐ **(annual)** ☐ **(other:** _____**)** installments of $ _____ U.S. Dollars each, beginning on the _____, day of _____, _____ and continuing regularly until the _____ day of _____, _____, and thereafter in ☐ **(monthly)** ☐ **(annual)** ☐ **(other:** _____**)** installments of $ _____ U.S. Dollars, ☐ **(including interest)** ☐ **(plus interest)** beginning on the _____ day of _____, _____, and continuing until the _____ day of _____, _____, when the entire amount of principal and interest remaining unpaid shall be due and payable.

5. **Final Maturity Date:** _____
6. **Personal Liability: [Check paragraph letter (a) or (b)]**

☐ **(a)** The note or contract shall provide for no personal liability in the event of a default. The Seller may look only to the security provided by the mortgage or contract to enforce the payment of the indebtedness. The only exceptions shall be for non-payment of real estate taxes, assessments or insurance, misapplication of rents, environmental liabilities caused by Buyer, Buyer's fraud, and waste of the Property.

☐ **(b)** The note or contract shall provide for personal liability in the event of a default, and a separate personal guaranty of payment and performance shall be given at closing by: _____.

7. **Due on Sale:** The mortgage or contract shall provide that if all or any part of the Property or an interest therein is sold or transferred by Buyer without Seller's prior written consent, the Seller may, at its option, declare all the sums secured by the mortgage or contract to be immediately due and payable.
8. **Property Taxes and Insurance:** Buyer shall pay the Property taxes and insurance in addition to principal and interest
9. **Prepayment Premium: [Check paragraph letter (a) or (b)]**

☐ **(a)** Prepayment premium as follows: _____

_____ (office use only)

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☐ **(b)** The note or contract may be prepaid in whole or in part at any time without premium. Any prepayments are to be applied toward the payment of the installments of principal last maturing, but interest shall immediately cease upon amount of principal prepaid.

10. **Subordination:** The lien securing payment of the note or contract will be inferior to any lien securing any loan assumed, taken subject to or given in connection with third party financing.
11. **Credit Approval:** Within _____days of acceptance of the Purchase Agreement, Buyer shall furnish to Seller financial information in detail reasonably satisfactory to Seller. Buyer authorizes Seller to engage the services of a reputable credit reporting agency for this purpose at Buyer's expense, and Seller shall notify the Buyer within _____days of receipt of the financial information and the credit report of the approval or disapproval of Buyer's credit.
12. **Documents:** All documents evidencing the Seller financing shall be prepared in commercially reasonable and customary forms by ☐ **(Seller's)** ☐ **(Buyer's)** attorney at ☐**(Seller's)** ☐ **(Buyer's)** expense. This Addendum is not intended to include all terms and conditions that should be included in the form(s) of installment sale contract, promissory note, mortgage, personal guaranty or other financing documents to be executed at closing.

C. OTHER FINANCING TERMS: _____

Paul S. Nganga Thuku	09/22/2026	Signed by: Sara Koziel	9/24/2026 | 9:37 AM E
BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
Word of Faith Happy Church		Sara Koziel	
PRINTED		PRINTED	
Marion N. Nganga	09/22/2026		
BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
Word of Faith Happy Church			
PRINTED		PRINTED	

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EQUAL HOUSING OPPORTUNITY

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City of Elkhart

Staff Report

Planning & Zoning

Petition: 26-BZA-28

Petition Type: Developmental Variance

Date: November 12, 2026

Petitioner: Christopher J & Lezlie Himes

Site Location: 6 Longwood Drive and Vacant Land Longwood Place Subdivision Lots 3-5 and Part Lots 1 & 2
(Parcels: 02-34-352-001-012; 02-34-351-001-012 and 02-34-351-006-012)

Request: To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District, which requires front setbacks and rear setbacks located along a river or stream to be the established setbacks. The established rear setback for 6 Longwood Drive is ninety-two feet three inches (92'3"); the requested setback is seventy-seven (77) feet, a variance of fifteen feet three inches (15'3").

The following are for a new structure:
To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which require a twenty-five (25) foot front yard setback to allow for a fifteen (15) foot setback, a variance of ten (10) feet.

To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which requires a thirty (30) foot rear yard setback to allow for a fifteen (15) foot setback, a variance of fifteen (15) feet.

To vary from Section 4.4, Yard Requirements in the R-1, One-Family Dwelling District which requires a Maximum Lot Coverage for Structures at (40%), to allow for (53.33%), a variance of (13.33%).

Existing Zoning: R-1, One-Family Dwelling District

Size: +/- 0.83 Acre

Thoroughfares: Longwood Drive and East Jackson Boulevard

School District: Elkhart Community Schools

Utilities:
Available and provided to the site.

Surrounding Land Use & Zoning:
The property is surrounded by residential uses zoned R-1, One-Family Dwelling District.

Applicable Sections of the Zoning Ordinance:
Enumerated in request.

Comprehensive Plan:
The Comprehensive Plan calls for this area to be developed with low density residential uses.



Staff Analysis

The petitioner wishes to vary the requirements of Section 4.4, Yard Requirements, the established rear yard setback is 92'3", the requested rear yard setback of 77', a variance of 15'3" for a covered patio.

The petitioner is in process of constructing a new covered patio extending 28' from the house closer to the St. Joseph River. The addition extends 15' 3" past the established setback. The home is under construction for an extensive interior remodel with exterior improvements including new concrete around the pool, the covered patio, updated exterior finishes and other improvements. The permit was issued in error by staff earlier this year regarding the setback distance and this petition corrects the matter. This type of variance is not that uncommon along the river where a remodeling with interior and exterior improvements to existing homes occurs with a more contemporary layout.

The lot, by the zoning ordinance development standards has two front yards – the street frontage and the river front side of the property. The ordinance requires the setbacks to be calculated for the front and rear (for river front lots) be established by determining the average for that part of the neighborhood. This method for determining setbacks helps to protect the adjacent property owners' views of the river. Most often, the homeowner will want to maximize the view of the river and to also not block the view of other surrounding properties and a variance is typically required. The proposed covered patio addition is also common for waterfront parcels where the property owner wishes to maximize available access to the waterside property.

The scale of the addition is not out of character for the neighborhood and surrounding properties. Given the constraints of the established setback and longstanding existence of structures, a newly reconstructed open air covered patio should not create a negative impact on the neighborhood.

The petitioner wishes to vary from Section 4.4, Yard Requirements, the front yard setback (west) is 25', the request front yard setback is 15', a variance of 10'. Also, to vary from Section 4.4, Yard Requirements, the rear yard setback (south) is 30', the requested setback is 15', a variance of 15'. Also, to vary from Section 4.4, Yard Requirements, the maximum Lot Coverage for structures is 40%, the request is to allow for 53.33%, a variance of 13.33% for a dwelling with an oversized attached garage.

The petitioner is proposing to build a new dwelling with an oversized garage across the street and to the south of their current home. Specific floor plans are not yet developed for the site, but a general building footprint is known. The proposed development does not meet two of the setback requirements as the property is bound on 3 sides by road right-of-way. The south and west setbacks are where relief is being requested. The north setback is being treated as a side yard. Design and development of the dwelling/garage is in development and planned for Spring 2027 construction.

The 2/3 acres site consists of 3 lots and 2 partial lots and is ample size for a residential lot with an associated accessory structure. The dwelling to the south received a variance several years ago and this proposed location is in accordance with placement when considering the south neighbor. This segment of road is not a thoroughfare and does not have a high volume of traffic and therefore setting structures closer to the right-of-way and property line should not be a concern.

Recommendation

The Staff recommends **approval** of the developmental variance based on the following findings of fact:

1. The approval **will not** be injurious to the public health, safety, morals or general welfare of the community because the improvements for the existing and proposed dwelling, with accessory uses, fit the residential nature of the neighborhood on Longwood Place;

2. The use and value of the area adjacent to the property **will not** be affected in a substantially adverse manner because ample placement of the improvements will not infringe on the adjacent neighbors;

3. Granting the variance **would be** consistent with the intent and purpose of this Ordinance because a measure of relief is allowed when warranted;

4. Special conditions and circumstances **do exist** which are peculiar to the land involved and which are not applicable to other lands or structures in the same district because the established rear setback would preclude further additions on the property where a patio and pool already exist. The rear dwelling/garage is bound by 3 rights-of-way and is squeezed into a smaller building footprint;

5. The strict application of the terms of this Ordinance **will** result in practical difficulties in the use of the property because the established rear yard setback has existed for decades which determines and reduces building improvement locations. The 3-sided lot adjacent to right-of-way creates a hindrance for an ample sized buildable area;

6. The special conditions and circumstances **do not** result from an action or inaction by the applicant because the setbacks were established by neighboring properties and the existing right-of-way have long existed;

7. The current and proposed improvements of the property **does not** lie within a designated flood hazard area.

Photos



Site Visit – Looking North at the Streetside of the house



Site visit - Looking South from Existing home at vacant lot for the proposed dwelling/garage

PETITION #: 26-BZA-28 **FILING FEE: $**_____

PETITION to the BOARD of ZONING APPEALS

PETITION TYPE: DEVELOPMENTAL VARIANCE

Property Owner(s): Christopher J & Leslie HINES Trew

Mailing Address: [redacted]

Phone #: [redacted] Email [redacted]

Contact Person: Samuel L Beachy with RELIANCE

Mailing Address: [redacted]

Phone #: [redacted] Email: [redacted]

Subject Property Address: 6 Longwood Crt & East Jackson Lot 3,4,5

Zoning: R 1

Present Use: RESIDENT Home Proposed Use: Covered Portio / Small RVS with Garage

NOTE: The petitioner s the legal property owner of record, or a certified representative, and agrees the above information is accurate. Failu re to provide a legal signature or accurate information will make this application null and void.

PROPERTY OWNER(S) OR REPRESENTATIVE (PRINT): Samuel Beachy

SIGNATURE(S): Samuel L Beachy DATE: 10-1-2026

STAFF USE ONLY:

Staff Checklist for the applicant's submittal of a complete Petition to the Board of Appeals docket:

- ✓ One copy of the Appeal Letter signed in ink by the owner (or representative) of the property.
- ✓ A completed Petition form signed by the legal owner of record (or approved representative).
- ____ If any person other than the legal owner or the legal owner's attorney files the appeal, written and signed authorization from the property owner must be supplied.
- ____ A full and accurate legal description of the property.
- ✓ One to scale drawing of the property, measuring 11" x 17" or smaller. If larger than 11" x 17", 12 copies must be submitted.
- ____ Optional: any supplementary information the applicant may wish to include.

Ordinance Requirement: Section(s): _____

Map #: _____ Area: _____

RECEIVED BY: _____ DATE: 10/2/26

RELIANCE

October 1, 2026

TO: Board of Zoning Appeals
City of Elkhart, IN

SUBJECT: Developmental Variance Appeal Request
Christopher and Lezlie Himes
6 Longwood Court, Elkhart, IN 46516

Dear Members of the Board of Zoning Appeals:

The undersigned petitioners respectfully submit this request to the City of Elkhart Board of Zoning Appeals for Developmental Variances involving their residential property and adjacent property located within the Longwood Place Development.

1. **PROPERTY OWNERSHIP AND LEGAL DESCRIPTIONS**
   Christopher and Lezlie Himes are the property owners of the subject properties.

   The existing residence is located at: 6 Longwood Court, Elkhart, IN 46516
   Legal Description: LONGWOOD PLACE LOTS 6 & 7

   This petition also includes the property identified as: LONGWOOD PLACE LOTS 3 THROUGH 5; East Jackson, Elkhart, IN

   The appropriate complete legal descriptions will accompany the petition as required.

2. **ZONING CLASSIFICATION**
   The subject properties are presently classified as R-1 Residential under the City of Elkhart Zoning Ordinance.

3. **EXISTING AND PROPOSED USE**
   The property at 6 Longwood Court is occupied as the Himes family's single-family residence. As part of the renovation and improvement of the residence, a covered patio has been constructed on the river side of the home. The patio provides additional outdoor living space for the family to enjoy their riverfront property and provides an area for family gatherings and entertaining.

   We are also seeking approval for two (2) new curb cuts off Longwood Court, as we intend to abandon the original driveway and want to create a new 24' wide circular drive. This is a

tight lot, and with Longwood Court being only 15' wide, this provides better access for the Himes and helps parking.

The petitioners also propose construction of a new carriage house/garage on Longwood Place Lots 3 through 5. The proposed structure will provide garage space on the main level, meeting the applicable minimum requirement of approximately 800 square feet, with residential living space containing approximately one to three bedrooms on the second level, subject to all other applicable requirements and approvals.

4. DEVELOPMENTAL VARIANCES REQUESTED

The petitioners respectfully request approval of the following:

Covered Patio – 6 Longwood Court

Approval allowing the existing covered patio to remain approximately 15.27 feet within the established setback on the river side of the residence.

The patio maintains the west property-line setback of the original home. The covered patio was constructed pursuant to an issued building permit. It was subsequently discovered that the improvement extended beyond the established river-side setback. The owners are seeking the appropriate variance so the condition can be formally reviewed, approved, and properly documented.

Proposed Carriage House/Garage – Longwood Place Lots 3 through 5

Approval of setbacks allowing construction of the proposed carriage house/garage as follows:

- Front Yard: 30 feet
- North Side: 15 feet
- East Side: 15 feet
- South Side: 15 feet

The proposed structure would contain garage/carriage-house space on the main level and residential living space with approximately one to three bedrooms on the second level.

5. ZONING ORDINANCE REQUIREMENTS

The petitioners are requesting relief from the applicable established setback requirements to permit the existing covered patio to remain in its present location and to establish the requested setbacks for construction of the proposed carriage house/garage.

The requests are limited to the relief necessary to reasonably develop and enjoy these uniquely configured residential properties while maintaining appropriate separation from surrounding properties and existing residences.

6. PRACTICAL DIFFICULTY AND UNIQUE PROPERTY CONDITIONS

Strict application of the established setback requirements creates practical difficulties because of unusual configuration and characteristics of these properties.

The existing residence is situated on a riverfront property, and the covered patio was constructed as part of a permitted renovation before the setback issue was discovered by the city planners. The patio maintains the west property-line setback established by the original residence and is compatible with the existing residential use.

Longwood Place Lots 3 through 5 also have a particularly unusual configuration. The property sits within a U-shaped alley that provides access to only four homes, including the Himes residence. This configuration is not typical of a conventional residential lot with traditional street frontage and creates unique circumstances affecting the reasonable placement of a structure.

The requested 30-foot front setback and 15-foot setbacks on the north, east, and south sides provide defined separation from the surrounding properties while allowing reasonable construction of the proposed carriage house/garage.

The requested variances arise from the configuration, location, existing development, and physical characteristics of the properties and are not being requested for financial reasons.

7. **DEVELOPMENTAL VARIANCE STANDARDS**

A. The approval will not be injurious to the public health, safety, morals, or general welfare of the community.

Neither request changes the fundamental residential character of the properties. The existing covered patio and proposed carriage house/garage are residential improvements intended for the Himes family's use. The improvements do not introduce a commercial or otherwise incompatible use into the neighborhood.

B. The use and value of the area adjacent to the property will not be affected in a substantially adverse manner.

The improvements are intended to complement the existing residential neighborhood.

The covered patio is part of the renovation and continued improvement of a well-maintained riverfront home.

The proposed carriage house/garage will likewise be designed as a residential accessory improvement. The requested setbacks provide separation from neighboring properties, and the unusual U-shaped alley configuration provides access to the limited number of residences it serves.

The requested variances are not expected to interfere with neighboring properties, restrict their access, or adversely affect their reasonable use and enjoyment.

C. **Granting the variances would be consistent with the intent and purpose of the Zoning Ordinance.**

Both properties will remain architecturally correct with the original residential character. The requests allow reasonable residential improvements while establishing and maintaining separation between the proposed improvements and surrounding properties.

The requests are therefore intended to accommodate the reasonable use of the properties without undermining the residential character that the zoning regulations are intended to protect.

D. **Special conditions and circumstances exist that are peculiar to the land involved.**

The properties have characteristics that distinguish them from a typical residential lot.

The residence at 6 Longwood Court is an existing developed riverfront property whose location and established improvements affect the practical placement of additional improvements.

Longwood Place Lots 3 through 5 are uniquely situated within a U-shaped alley serving only four homes. This unusual configuration affects frontage, access, orientation, and the practical placement of the proposed carriage house/garage.

These circumstances are specific to these properties and are not conditions ordinarily found on a conventional R-1 residential lot.

E. **Strict application of the Ordinance would deprive the applicants of rights commonly enjoyed by other properties in the same district.**

Strict application of the established setbacks would substantially limit the owners' ability to make reasonable residential use of these uniquely configured properties.

The covered patio provides customary outdoor living space associated with a riverfront residence. Likewise, the proposed carriage house/garage represents a customary residential improvement to be constructed with meaningful setbacks from the surrounding property lines, giving the owners garage space for vehicles that they do not have with the main residence.

Granting the requested relief would allow reasonable residential use of the properties while preserving the character of the surrounding neighborhood.

F. **The special conditions and circumstances do not result from an action or inaction by the applicants.**

The conditions supporting these requests arise principally from the existing configuration and development of the properties.

The covered patio was constructed pursuant to an issued building permit, and the conflict with the established riverside setback was discovered afterward. Upon learning of the setback issue, City planners asked that we file and go through the appropriate variance process so the condition could be formally reviewed and properly documented.

The unusual U-shaped alley, property configuration, existing access, and orientation of Longwood Place Lots 3 through 5 are existing physical characteristics of the property and were not created as part of the proposed carriage house project.

G. **Flood Hazard Considerations**

The subject properties are not located within a designated flood hazard area. Accordingly, the requested variances will not increase flood heights or create additional flood-related threats to public safety, public expense, or neighboring properties.

REQUEST FOR APPROVAL

Wherefore, Christopher and Lezlie Himes respectfully request a hearing on this appeal and, following such hearing, request that the Board of Zoning Appeals approve the requested Developmental Variances to:

1. Allow the existing covered patio at 6 Longwood Court to remain approximately 15.27 feet within the established riverside setback; and

2. Establish setbacks for the proposed carriage house/garage on Longwood Place Lots 3 through 5 of 30 feet at the front yard and 15 feet on the north, east, and south sides, thereby allowing the Himes family to reasonably improve and enjoy their properties while maintaining the residential character and welfare of the surrounding neighborhood.

Respectfully submitted,

Representative on behalf of Christoper & Lezlie Himes:

Signature: Samuel L Beachy

Date: 10-01-2026

Samuel L. Beachy
Reliance Construction, Inc.

AFFIDAVIT IN SUPPORT OF DEVELOPMENTAL VARIANCE PETITION

I, ~~Not~~ CHRIS HIMES, being first duly sworn upon his/her oath deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, would testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the matters contained herein.
2. I make this affidavit in support of my variance petition filed contemporaneously herewith.
3. I am now and at all times relevant herein have been, the owner of record of the property located at 6 Longwood Ct Elkhart, Indiana.
4. FURTHER AFFIANT SAYETH NOT.

EXECUTED on the 29 day of OCTOBER, 20 26.

Printed: CHRIS HIMES

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Printed: CHRIS HIMES

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared Chris Himes, and acknowledged his/her execution of the foregoing. Subscribed and sworn to before me this 29th day of October, 20 26

Printed: Pamela S. Shaw

My Commission Expires:
2/20/33

Notary Public in and for the State of Indiana
Resident of Elkhart County, Indiana

RENDERING
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GENERAL NOTES:

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6 Longwood Court
Elkhart, IN 46516

Chris & Lezlie Himes

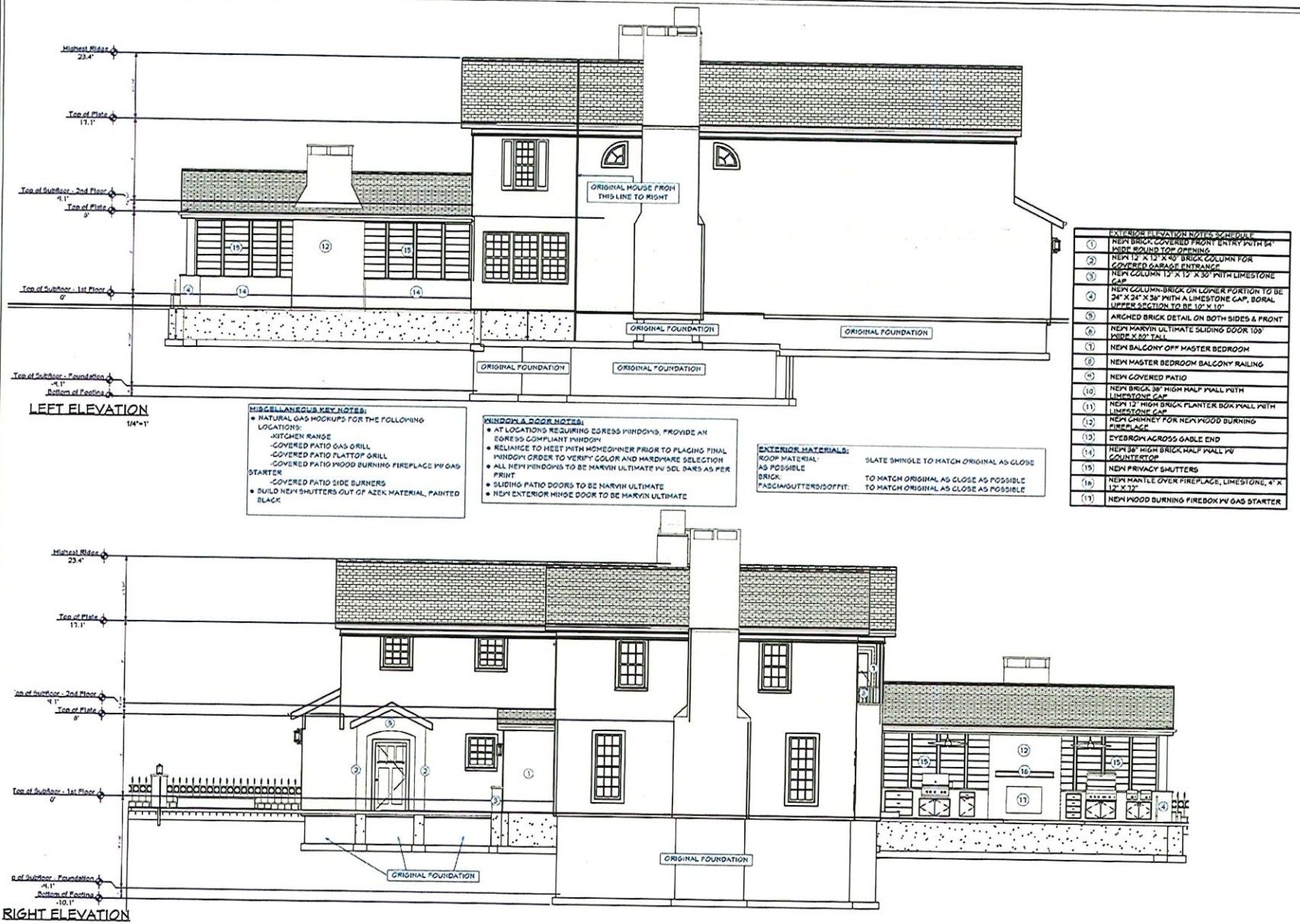
COVER PAGE

SCALE @ 24"X 36"

UPDATED 8.25.25

DRAWN BY: Taylor O. & Samuel Bozzay

SHEET NUMBER 1



MISCELLANEOUS KEY NOTES:

- NATURAL GAS HOOKUPS FOR THE FOLLOWING LOCATIONS:
  - -KITCHEN RANGE
  - -COVERED PATIO GAS GRILL
  - -COVERED PATIO FLATTOP GRILL
  - -COVERED PATIO WOOD BURNING FIREPLACE W/ GAS STARTER
  - -COVERED PATIO SIDE BURNERS
- BUILD NEW SHUTTERS OUT OF AZEK MATERIAL, PAINTED BLACK

WINDOW & DOOR NOTES:

- AT LOCATIONS REQUIRING EGRESS WINDOWS, PROVIDE AN EGRESS COMPLIANT WINDOW
- RELIANCE TO MEET WITH HOMEOWNER PRIOR TO PLACING FINAL WINDOW ORDER TO VERIFY COLOR AND HARDWARE SELECTION
- ALL NEW WINDOWS TO BE MARVIN ULTIMATE W/ SDL BARS AS PER PRINT
- SLIDING PATIO DOORS TO BE MARVIN ULTIMATE
- NEW EXTERIOR HINGE DOOR TO BE MARVIN ULTIMATE

EXTERIOR MATERIALS:

ROOF MATERIAL:	SLATE SHINGLE TO MATCH ORIGINAL AS CLOSE AS POSSIBLE
BRICK:	TO MATCH ORIGINAL AS CLOSE AS POSSIBLE
FASCIA/GUTTERS/SOFFIT:	TO MATCH ORIGINAL AS CLOSE AS POSSIBLE

	EXTERIOR ELEVATION NOTES SCHEDULE
①	NEW BRICK COVERED FRONT ENTRY WITH 54" WIDE ROUND TOP OPENING
②	NEW 12" X 12" X 90" BRICK COLUMN FOR COVERED GARAGE ENTRANCE
③	NEW COLUMN 12" X 12" X 30" WITH LIMESTONE CAP
④	NEW COLUMN-BRICK ON LOWER PORTION TO BE 24" X 24" X 36" WITH A LIMESTONE CAP, BORAL UPPER SECTION TO BE 10" X 10"
⑤	ARCHED BRICK DETAIL ON BOTH SIDES & FRONT
⑥	NEW MARVIN ULTIMATE SLIDING DOOR 109" WIDE X 80" TALL
⑦	NEW BALCONY OFF MASTER BEDROOM
⑧	NEW MASTER BEDROOM BALCONY RAILING
⑨	NEW COVERED PATIO
⑩	NEW BRICK 36" HIGH HALF WALL WITH LIMESTONE CAP
⑪	NEW 12" HIGH BRICK PLANTER BOX WALL WITH LIMESTONE CAP
⑫	NEW CHIMNEY FOR NEW WOOD BURNING FIREPLACE
⑬	EYEBROW ACROSS GABLE END
⑭	NEW 36" HIGH BRICK HALF WALL W/ COUNTERTOP
⑮	NEW PRIVACY SHUTTERS
⑯	NEW MANTLE OVER FIREPLACE, LIMESTONE, 4" X 12" X 72"
⑰	NEW WOOD BURNING FIREBOX W/ GAS STARTER

SHEET NUMBER 3

SCALE @ 24" X 36"
UPDATED: 8.25.25
DRAWN BY: Taylor O. & Samuel Bobby

LEFT & RIGHT ELEVATIONS

6 Longwood Court
Elkhart, IN 46516

Chris & Lezlie Himes

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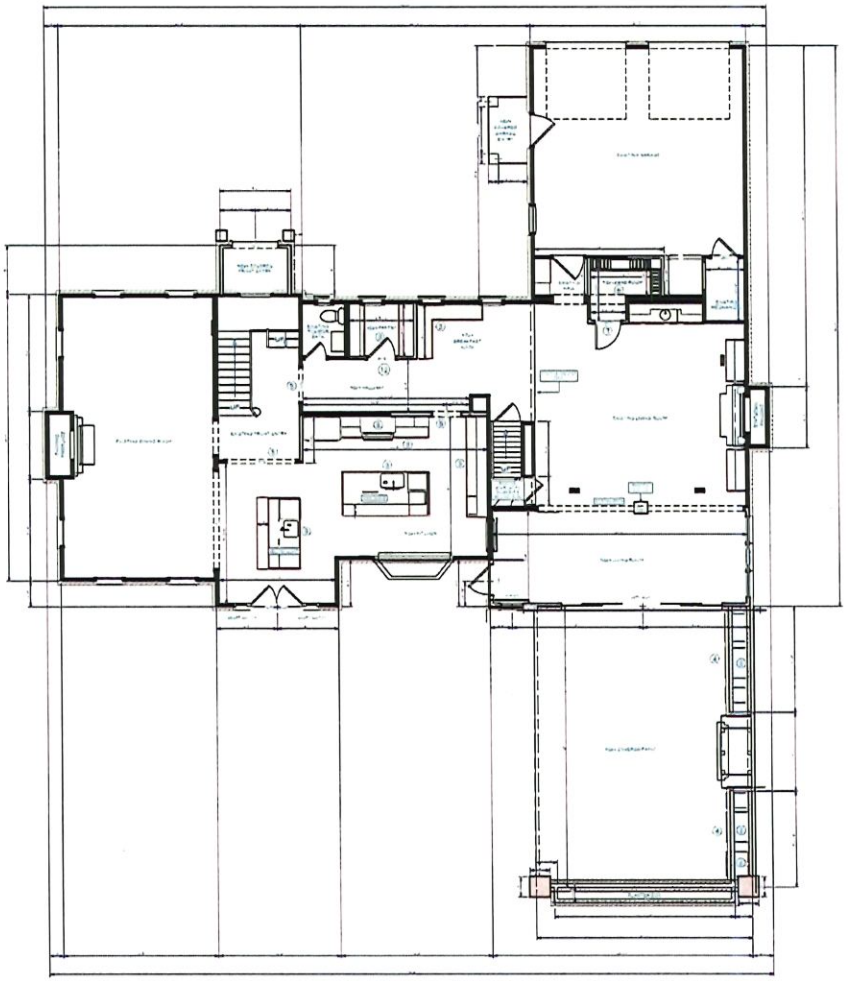


GENERAL NOTES SCHEDULE	
(1)	NEW CONTINUOUS REINFORCED CONCRETE FOOTING
(2)	20" X 36" CONCRETE PIERS
(3)	NEW CABINET AS DESIGNED BY RELIANCE, ADD BLOCKING AS NEEDED
(4)	NEW EXTERIOR METAL CABINETS AS DESIGNED BY RELIANCE
(5)	NEW ARCHED CASED OPENING
(6)	NEW WINE RACKS FROM WINERACKS.COM
(7)	NEW ROUND TOP GLASS DOOR
(8)	GAS HOOKUP FOR APPLIANCE
(9)	NEW CLOSET SYSTEM AS DESIGNED BY RELIANCE
(10)	NEW BEAM TBD, ENGINEERING DETAILS FORTHCOMING
(11)	NEW DECKING AND RAILING FOR NEW MASTER BEDROOM BALCONY
(12)	REUSE EXISTING ROUND TOP DOOR
(13)	NEW STEAM SHOWER
(14)	SHOWER BENCH, FINAL SIZE TO BE DETERMINED BY HOMEOWNER
(15)	NEW DOUBLE DOOR GLASS SHOWER DOOR, ROUND TOP
(16)	FRAME FOR NEW NICHE, TO RUN ENTIRE LENGTH OF SHOWER WALL, 16" HIGH X 8" DEEP
(17)	NEW WASHER/DRYER LOCATION IN NEW MASTER CLOSET

AREA CALCULATIONS:	
NEW KITCHEN AREA:	341 SQ FT
NEW HALLWAY/BREAKFAST NOOK AREA:	165 SQ FT
NEW PANTRY AREA:	30 SQ FT
NEW LIVING ROOM EXTENSION AREA:	232 SQ FT
NEW COVERED PATIO AREA:	563 SQ FT
NEW COVERED FRONT ENTRY AREA:	26 SQ FT
NEW WINE ROOM AREA:	92 SQ FT
TOTAL	1,484 SQ FT

WALL KEY:

- NEW FOUNDATION WALL
- EXISTING FOUNDATION WALL
- 4" EXISTING EXTERIOR BRICK WALL
- 4" NEW EXTERIOR BRICK WALL
- 4" EXISTING INTERIOR WALL
- 8" EXISTING INTERIOR WALL
- 10" EXISTING INTERIOR WALL
- 4" NEW INTERIOR WALL
- 8" NEW INTERIOR WALL
- 4" NEW BLOCK WALL

FIRST FLOOR PLAN
3/16"=1'

RELIANCE
DESIGN • BUILD • RENOVATE
Nappanee, IN • 574-773-4308
www.reliancedbr.net

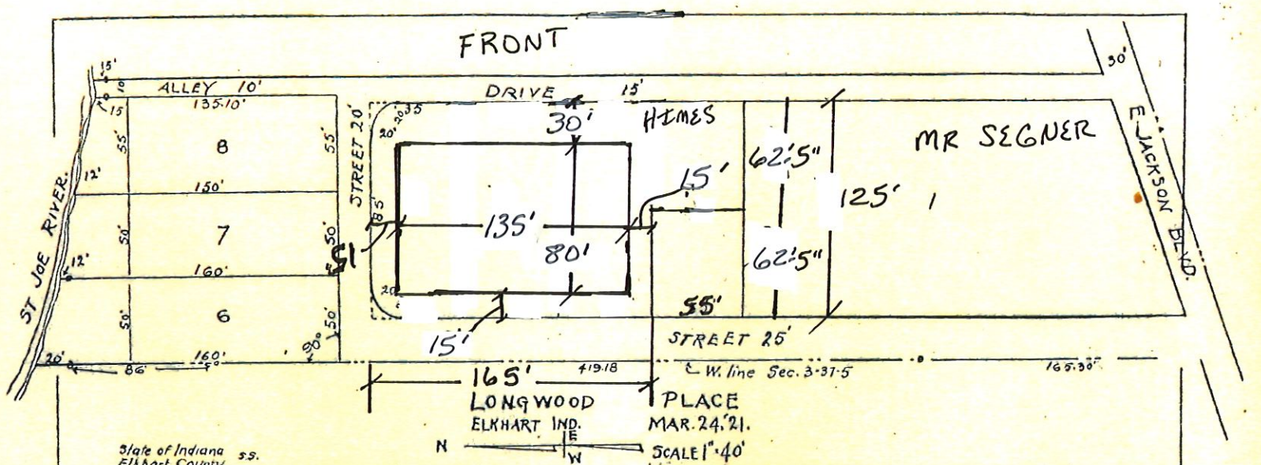
6 Longwood Court
Elkhart, IN 46516
Chris & Lezlie Himes

FIRST FLOOR PLAN

SCALE @ 24" X 36"
UPDATED 8.25.25
DRAWN BY: Taylor O. & Samuel Bodey

SHEET NUMBER
8


106'
28'
15'
80'
15'
30'
135'
15'
21'
31'
Saint Joseph Manor
Longwood Drive
East Jackson Boulevard
Edgewater Drive
Foster Avenue
Clarendon Drive
N



State of Indiana
Elkhart County ss.

We, Hugh MacLachlan and N. Richenda W. MacLachlan do hereby certify that the annexed map is a true plat of an Addition to be known as Longwood Place: That the lots are numbered as designated on said map. Said Addition is a parcel of ground 10 rods wide located in the NW¼ Sec. 3-37-5 and in the SE¼ Sec. 34-38-5 more particularly described as follows: Beginning at the intersection of the west line of Sec. 3-37-5 and the E (as produced northeastwardly from the City of Elkhart) thence northerly along said west line of Sec. 3-37-5 and said west line produced northerly, to the St. Joseph river thence northeastwardly along the south bank of St. Joseph river to a line which is parallel to and 165' at right angles from the west line of said Sec. 3-37-5, thence southwardly to the E of Jackson St. as produced northeastwardly from the City of Elkhart, thence westwardly along the said E of Jackson St. produced to the place of beginning.

We hereby dedicate to the public all streets and alleys to be used as public highways. In testimony whereof we here unto set our hand and seal this 29th day of April 1921.

Hugh MacLachlan
N. Richenda W. MacLachlan

Personally appeared before me, a notary public in and for said County and state, the above named Hugh MacLachlan and N. Richenda W. MacLachlan and acknowledged the execution of the above plat. In testimony whereof I hereunto set my hand and notarial seal this 29 day of April 1921.

Geo. A. Chamberlain Notary Public. My comm. expires June 24, 1922.

The above plat is hereby approved this 29 day of April, 1921.

Herman J. Weaver, City Engineer

Duly entered for taxation this 27 day of May 1921
Chas A. Coop, Auditor Elkhart County Ind.

Recieved for record this 27 day of May 1921 and recorded in record No. 1 page 186

Daryl F. Miller, Recorder Elkhart County

Fee $3.00

Mc. 1112