



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Agenda

September 18th, 2025

7:00 p.m.

Roll Call of Members

Present:

- Scott Bockoski - Chairman
- Mike Berry
- Harrison Massone
- Mark Thomas
- Steve Zell
- Aaron Culp - Legal Counsel
- Frank Zawadzki - Cicero Jackson Township Planning Director
- Terri Strong – Recorder

1. Declaration of Quorum

2. Approval of Minutes

August 21st, 2025

3. Old Business:

4. New Business:

Docket #: BZA-0925-33-R5

Petitioner: Zach Cook

Property Address: 69 N Broadway Street, Cicero, IN 46034

A Development Standards Variance request application has been submitted concerning Article 3.12 "R5" District Standards of the Cicero/Jackson Township Zoning Ordinance in order to: Allow the height of an accessory structure to be twenty-one (21) feet. Whereas Article 3.12 states that the maximum height shall be sixteen (16) feet in the "R5" district.

Docket #: BZA-0925-33-R5

Petitioner: Zach Cook

Property Address: 69 N Broadway Street, Cicero, IN 46034

A Development Standards Variance application has been submitted concerning Article 7.5 AS-02 of the Cicero/Jackson Township Zoning Ordinance to: allow an accessory structure to exceed 50% of the Finished Floor Area of the Primary Structure. Whereas Article 7.5 AS-02 states that an accessory structure may not exceed 50% of the Finished Floor Area of the Primary Structure.

Docket #: BZA-0925-35-DC

Petitioner: Brett Morrow/Bronko's

Property Address: 90 W Jackson Street

A Special Exception Use application has been submitted concerning Article 4.5 of the "DC" District Standards of the Cicero/Jackson Township Zoning Ordinance in order to: Allow for the property located at 90 West Jackson Street, Cicero Indiana to use the property for a restaurant with outdoor seating, whereas a restaurant with outdoor seating is not a Permitted use and is only a Special Exception Use in the "DC" district.



CICERO/JACKSON TOWNSHIP PLAN COMMISSION

Docket #: BZA-0925-36-DC

Petitioner: Garland's Atelier Wellness Spa & Apothecary

Property Address: 95 W Jackson Street, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 95 W Jackson Street, Cicero to: Allow a projecting sign to extend thirty (30) inches from the wall it is attached to. Whereas Article 10.5 of the Cicero/Jackson Township Zoning Ordinance, Neighborhood Commercial (NC) Sign Standards states no part of a projecting sign may protrude more than eighteen (18) inches from the wall it is attached.

Docket #: BZA-0925-37-C4

Petitioner: Vertical Bridge/Eric's Storage

Property Address: 22271 US 31 North, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 22271 US 31 North, Cicero, IN 46034 concerning Article 7.5 AS-04 of the Cicero/Jackson Township Zoning Ordinance to: Allow an accessory structure in front of the primary structure. Whereas Article 7.5 AS-04 states that an accessory structure shall be to the side or rear of the primary structure only.

Docket #: BZA-0925-38-C4

Petitioner: Vertical Bridge/Eric's Storage

Property Address: 22271 US 31 North, Cicero, IN 46034

A Special Exception Variance application has been submitted regarding the property located at 22271 US 31 North, Cicero, IN 46034 concerning Article 4.15 "C4" District Standards of the Cicero/Jackson Township Zoning Ordinance to: allow a cellular/communication tower in the "C4" district. Whereas Article 4.15 lists cellular/communication tower as a Special Exception Use only and not as a Permitted Use.

Docket #: BZA-0925-39-R3

Petitioner: Jason & Delanie Owen

Property Address: 1240 Stringtown Pike, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 1240 Stringtown Pike, Cicero, IN 46034 concerning Article 3.8 of the Cicero/Jackson Township Zoning Ordinance to: Allow a three (3) foot setback for an accessory structure in the R3 district. Whereas Article 3.8 of the Cicero/Jackson Township Zoning Ordinance requires a fifteen (15) foot setback in the R3 district.

Docket #: BZA-0925-40-R3

Petitioner: Jason & Delanie Owen

Property Address: 1240 Stringtown Pike, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 1240 Stringtown Pike, Cicero, IN 46034, concerning Article 3.8 of the Cicero/Jackson Township Zoning Ordinance to: Allow an accessory to be placed on the property line. Whereas Article 3.8 of the Cicero/Jackson Township Zoning Ordinance states that side yard setbacks shall be fifteen (15) feet in the R3 district.

5. Plan Director's Report: See packet.

6. Chairperson's Report:

7. Legal Counsel's Report:

8. Board Member Comments:

9. Next Planned Board of Zoning Appeals Meeting:

October 23rd, 2025

10. Adjournment:



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Location:
Cicero Town Hall
70 N Byron Street
Cicero, IN 46034

Terms:

Scott Bockoski – Council President Appointment – Term 01/01/2024 – 12/31/2027
Mike Berry – Council President Appointment – Term 01/01/2024 – 12/31/2027
Harrison Massone – Council President Appointment – Term 01/01/2022 – 12/31/2025
Mark Thomas – Plan Commission Appointment – Term 01/01/2024 – 12/31/2027
Steve Zell – Council Appointment – Term 01/01/2022 – 12/31/2025

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**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Minutes

August 21st, 2025

7:00 p.m.

Roll Call of Members

Present:

- Scott Bockoski - Chairman-delayed
- Mike Berry
- Harrison Massone
- Mark Thomas
- Steve Zell
- Aaron Culp - Legal Counsel
- Frank Zawadzki - Cicero Jackson Township Planning Director
- Terri Strong - Recorder

Chairman Berry stated to the public. The Board of Zoning Appeals is a quasi-judicial operation. We ask that anyone wishing to speak to sign up in the foyer. We ask that questions be addressed to the Board and not to other audience members.

1. Declaration of Quorum

Chairman Berry declared a quorum with all members present.

2. Approval of Minutes

Mr. Zell made the motion to approve minutes from July 17th, 2025, as presented. Mr. Massonne second. All present in favor.

3. Old Business:

Docket #: BZA-0725-24-NC

Petitioner: The Furniture Garage

Property Address: 49 W Jackson Street, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 49 E Jackson Street, Cicero to: Allow a projecting sign to exceed eighteen (18) inches from the wall it is attached to. Whereas Article 10.5 of the Cicero/Jackson Township Zoning Ordinance Neighborhood Commercial (NC) Sign Standards states no part of a projecting sign may protrude more than eighteen (18) inches from the wall it is attached.

Docket #: BZA-0725-25-NC

Petitioner: The Furniture Garage

Property Address: 49 W Jackson Street, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 49 E Jackson Street, Cicero to: Allow a projecting sign to exceed ten (10) square feet in area. Whereas Article 10.5 of the Cicero/Jackson Township Zoning Ordinance Neighborhood Commercial (NC) Sign Standards states that the maximum area for a multi-tenant structure shall be ten (10) square feet per tenant.

Chairman Berry suggested both be heard at same time but will be voted on separately.

Mr. Zell made the motion to untable both BZA-0725-24-NC and BZA-0725-25-NC to be able to be heard. Mr. Thomas second. All present in favor.

Kelly Longstreh owner of Furniture Garage, wanting a 47x47 projecting sign because of where the business sits. Back from the street and for more visibility for cars and traffic. Mr. Zell questioned if additional signage or other signs would come down.



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Ms. Longstreth stated that there is a banner that would come down. Mr. Massonne asked if there would be lights. Ms. Longstreth answered no. Mr. Massonne asked how far the existing sign projected. Petitioner did not know. Ms. Longstreth explained the projecting sign is the one she would like to have; the other is in case it wasn't approved. Mr. Thomas questioned stated new hardware would be used. Ms. Longstreth stated that is correct.

Mr. Zell made motion to open to the public for discussion. Mr. Massonne second. All present in favor.

No public comment.

Mr. Massonne made motion to close the public hearing. Mr. Zell second. All present in favor.

Discussion among board members regarding the way the sign looks and visibility.

Mr. Zell made a motion to approve BZA-0725-24-NC as presented. Mr. Massonne second.

Mr. Zell-approve, Mr. Thomas-approve, Mr. Massonne-approve, Mr. Berry-approve Motion passed 4-0

Mr. Massonne made a motion to approve BZA-p725-25-NC as presented. Mr. Zell second.

Mr. Massonne-approve, Mr. Thomas-approve, Mr. Zell-approve, Mr. Berry-approve. Motion passed 4-0

Mr. Zawadzki reminded petitioner of the Aesthetic Review hearing next month.

4. New Business:

Docket #: BZA-0825-21-MP

Petitioner: Robert Tetrick

Property Address: 129 Rosewood Drive, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 129 Rosewood Drive, Cicero, IN 46034 to allow an accessory structure in the front yard in the "MP" district. Whereas Article 7.5 Accessory Structure Standards (AS-02) of the Cicero/Jackson Township Zoning Ordinance states that an accessory structure shall only be located to the side or rear of the primary structure.

Mr. Tetrick 505 Currant Drive, Noblesville property is in Hidden Bay. Purchased house in last two months with intent to add a garage. Will reside at property. Once surveyed realized property lines realized had two fronts. Variance needed to place on Timberline side of property. Mr. Zell stated looking at project it does appear to have practical difficulty to meet the standard. And what is proposed is best solution. Mr. Massonne concurred. Mr. Thomas commented on a three-foot walkway between house and garage and is meeting the setbacks.

Mr. Zell made motion to open meeting to public on this docket. Mr. Massonne second. All present in favor.

No public comment.

Mr. Massonne made motion to close public hearing. Mr. Zell second. All present in favor.

No further discussion by Board.

Mr. Massonne made motion to approve BZA-0825-21-MP as presented. Mr. Zell second.

Mr. Thomas-approve, Mr. Massonne-approve, Mr. Zell-approve, Mr. Berry-approve. Motion passed 4-0.

Docket #: BZA-0825-26-C3

Petitioner: Bullseye Fence Design LLC

Property Address: 22179 N US 31, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 22179 US 31 N, Cicero, IN 46034, to allow a fence with less than 50% surface open area and is not a picket or rail fence. Whereas Article 7.21 FN-02 paragraph 6 of the Cicero/*Jackson Township Zoning Ordinance states that fences or walls located in the front yard shall have no less than 50% open surface area (Picket fence/rail fence) in the "C3" district.

Rod Smith 4317 West Harbor Road (unable to understand town). Proposal is to have privacy fence, similar to neighbors, we will ultimately lose access to 31 so two fronts will go away. Aesthetic view from 31 instead of current view. INDOT funding



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has delayed things for us due to imminent domain. Mr. Massonne stated he provided picture of fence for petitioner. Mr. Zell stated he felt the fence was fine due to circumstances. Mr. Thomas questioned if planning on advertising on 31 side of fence. Mr. Smith answered no. Mr. Zell questioned the business. Mr. Smith answered Bullseye Fence, the process has been challenging with the county/31/town. Mr. Zawadzki added that the process was started as we are working to clean up properties in the area and request for screening but in doing so found conflicting ordinances in that area. Mr. Zawadzki stated asking the Plan Commission to review. Mr. Smith stated currently there is a security fence and gate going to US 31 but will be removed when access is lost. Mr. Zawadzki stated will be going through Aesthetic Review as well.

Mr. Bockoski arrived at 7:22 to join the meeting.

Mr. Massonne made motion to open public hearing for this docket. Mr. Thomas second. All present in favor.

No public comment.

Mr. Massonne made motion to close public hearing. Mr. Thomas second. All present in favor.

Mr. Zell made motion to approve BZA-0825-26-C3 as presented. Mr. Massonne second.

Mr. Massonne-approve, Mr. Thomas-approve, Mr. Zell-approve, Mr. Berry-approve, Mr. Bockoski-abstain 4-0-1

Mr. Bockoski abstain due to not hearing all of petition.

Mr. Berry passed gavel on to Chairman Bockoski. Chairman Bockoski arrived at 7:22 and on fourth docket already, yield the prompt meetings to Mr. Berry.

Docket #: BZA-0825-31-R3

Petitioner: Elisabeth Smith

Property Address: 601 Tamarack Larch Blvd, Cicero, IN 46034

A Development Standards Variance application has been submitted regarding the property located at 601 Tamarack Larch Blvd, Cicero, IN 46034, concerning Article 7.21 FN-01, Fence and Wall Standards of the Cicero/Jackson Township Zoning Ordinance to allow a fence to be four (4) feet in height in the front yard. Whereas Article 7.21 FN-01, Fence and Wall Standards states that a fence shall not be greater than three (3) feet in height in the front yard.

Elisabeth Smith 601 Tamarack Larch Blvd. Have two front yards and have toddler that can scale a three-foot fence easily. Chairman Bockoski stated we deal with two fronts often. Mr. Zell added that the HOA has approved the fence already.

Mr. Zell made motion to open public hearing. Mr. Berry second. All present in favor.

No public comment.

Mr. Massonne made motion to close public hearing. Mr. Thomas second. All present in favor.

Mr. Zell made motion to approve BZA-0825-31-R3 as presented. Mr. Massonne second.

Mr. Bockoski-approve, Mr. Berry-approve, Mr. Massonne-approve, Mr. Thomas-approve, Mr. Zell-approve. 5-0

Docket #: BZA-0825-35-DC

Petitioner: Gymies Fitness Center

Property Address: 47 W Jackson Street, Cicero, IN 46034

An application for appeal has been submitted for the property located at 47 W Jackson Street, Cicero, IN 46034, contesting the decision made by the Plan Director to not allow a static message electronic sign in the DC district. The petitioner maintains that the sign does not meet the definition of a prohibited electronic sign as defined in chapter 16 Electronic/Animated signs: and meets sign standards set forth in Chapter 10.8 of the Cicero/Jackson Township Zoning Ordinance.

Bryon Widows 2513.... Proceeded to read the ordinance and the design we are proposing falls under the permanent changeable copy sign standards. If review E of the limitations, item I in static messages are allowed to replace, ii no scrolling, flashing or changing electronic messages is permissible. Which is the type of sign we are proposing? Chapter 16, definitions item 5 (*read but unable to hear all verbiage*). Changeable copy a sign that can be changed or rearranged without changing the face or surface of the sign.

Chairman Bockoski asked Mr. Zawadzki to elaborate on the point of contention. Mr. Zawadzki explained that Mr. Widows was here last month to change his sign. Came back with another application, stating the same reasons as he just explained. After consideration still felt it was a changeable sign, there was not enough difference. He is appealing my decision to turn down his current proposal. Mr. Widows contends it is different enough and also qualifies as a changeable sign. Mr. Widows decided to right to appeal Mr. Zawadzki's ruling. Chairman Bockoski thanked Mr. Zawadzki and also thanked Mr. Widows for exercising



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his right. Chairman Bockoski then questioned Mr. Culp, is there any more definitions that need to be considered. Mr. Culp stated no they have identified the definitions. This issue is he is challenging Frank's interpretation of the definition. If he meets one definition he does not need a variance and could put up a sign right now. If Frank is correct, he meets the electronic requirement which means he needs a variance and he was denied a variance. So, the BZA is the final determinate in factor of whose interpretation of our ordinance is correct. Mr. Culp stated he has not advised Mr. Zawadzki on this matter.

Chairman Bockoski verified that the petitioner feels it is a changeable sign. Mr. Widows stated it is a changeable copy sign, electronically placed wording. It will not scroll, will not flash. Mr. Culp added that one thing he is contending is it is similar to a sign in front of the gas sign with price. Mr. Berry questioned it will not have rotating messages, a static sign. Mr. Widows stated it will not rotate, 100% static. Mr. Berry questioned how often it would change, once a week or once a day. Mr. Widows answered once a day at most. Mr. Berry stated he would question what the difference in the message on the sign being neon versus something that is digital with individual lights forming letters. A neon sign being doesn't change ever, or you have to change the whole sign. Mr. Berry stated versus this you would change electronically once a day. Mr. Widows stated it would not be scrolling. The difference is the intent. The intent of an electronic or animated sign is to use the animation. This is not animated it is static; it fits the ordinance. Mr. Widows asked to consider the gas station signs every community allows. The purpose of the ordinance is to prevent animated signs that would prove to be a distraction; this is not that. Mr. Berry stated in the findings you stated that while brightness limits are not required you will be programming to dim in the evening hours. Mr. Widows stated, absolutely, do not want a sign that is offensive. Mr. Thomas added that those locations are not considered downtown, this is downtown, are those locations considered downtown. (referring to the gas stations) Mr. Massonne replied C1-C4. Mr. Culp stated the issue is whether this is changeable copy or electronic animated, regardless of which district it would be in. One is allowed; one is not. Mr. Zell stated he is struggling with the sign, sounds like rehearing last month. The basic sign is still an electronic sign, whether changeable or static. Our ordinance is clear it is not permitted. Mr. Culp read the definition of changeable copy sign: a portion of the characters or letters or illustrations that can be changed or rearranged by mechanical or electronic device without altering the face or surface of the sign. Mr. Culp stated this is the heart of what Mr. Widows is saying. Mr. Zell stated but being presented on an electronic sign. Mr. Widows stated electronic changeable copy sign, which is allowed. Mr. Berry asked Mr. Culp if we say it is ok, then it would not need a variance. Mr. Culp stated correct a changeable copy sign is allowed. Mr. Berry asked if he would need to go through the Aesthetic review process. Mr. Culp answered yes because it is in the Overlay District. Chairman Bockoski asked Mr. Culp at what stage of deliberations and Mr. Widows getting approved or not, are stipulations put on. As to the changing frequency of the messaging, the light emissions or is that Plan Commission and Aesthetic Review portion. Mr. Culp stated that is all part of Aesthetic Review side unless you feel it is crucial to the definition. Chairman Bockoski expressed concern that the way we are deciding this, if what Mr. Berry asked we are either saying he is fine in doing it and we get to put no considerations because it conforms or we say it is electronic. And we still don't because we already turned it down. Mr. Culp explained that for the issue before you, the ability to attach conditions doesn't apply. Purely which definition applies. Mr. Culp explained that if Frank had determined it was changeable it would likely be up and not have come before the BZA at all. Chairman Bockoski stated it is not cut and dried what happens tonight because it would still go to PC. Mr. Culp explained there was no Public Hearing required for Aesthetic review, but they can attach conditions if they think it is reasonably related to the purpose. Chairman Bockoski asked if there is any public input to the process. Mr. Culp explained they do not send joinder lists or a hearing, it is strictly to see that the materials and appearance conforms to the area. That is not something that public component. Mr. Culp also stated if someone wrote a letter they would likely consider it. But you would have to know it was on the agenda. But has no bearing on this petition. Mr. Berry asked if you had a box of LED letters battery powered and they are lit and changed them out from the outside, what is the difference between that and pushing a button to change an "F" versus putting a lighted "F" up there. Mr. Zell stated that LEDs are considered electronic devices. Mr. Berry stated he is wrestling with the difference. Mr. Culp stated he felt Mr. Widows was focused on the first sentence under the electronic sign definition. Not that the sign has electricity but focused on the movement and change, which is what Mr. Widows is saying the definition targets. Mr. Massonne added he would feel a back lit sign is electronic. Chairman Bockoski stated the library has a back lit sign. Mr. Culp stated do not feel we considered a backlit sign as being electronic. Mr. Culp stated there is no public hearing this is an appeal of a decision. Chairman Bockoski stated where he is at, it is electronic sign, however Mr. Widows has testified that it is not going to scroll, change often. Doesn't seem that it would strike a traffic hazard. However, we don't have the ability to have Mr. Widows comply with that. Mr. Culp stated let's say hypothetically if your ruling was as long as it didn't change more than once in 24 hours it is not electronic. If changed more then he has rendered changeable not electronic you are deciding what the definition is. But you want to be careful not to go to far afield from what the letters are in our books. Mr. Massonne discussed several definitions and that they are not super specific. Permanent wall sign was discussed questioning the definitions. Mr. Culp stated a wall sign is the location and



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changeable or electronic has to do with the type of sign. Mr. Berry stated technically his current sign is changeable. Mr. Culp said he would summarize that his (Mr. Widows) contingent is that this is the same a changeable sign but is able to change electronically. And Frank's is obviously that this fits with electronic as you type it in. Mr. Culp continued that we have definition for changeable copy and definition for electronic/animated, which one you put this sign in determines if allowable. Chapter 16 -202 was referred to. Definitions reread by Board members. Mr. Berry stated that the way he reads the definitions animated/electronic would mean the same thing. Mr. Zell also agreed, lumping them together. Mr. Berry added you could have things that are animated but not electronic. Example was given of old sports signs, or airport signs. Mr. Zawadzki stated he felt that was a stretch. Mr. Berry stated if we said that this type of sign was ok, and in the event he decides to make it an animated sign, by changing twice a day (example) what happens then. Mr. Culp answered if you said if it doesn't change more than once per day, like the gas station, then it is a changeable copy. As long as he conforms to that, it is changeable copy. If changing more often would make it electronic (in your eyes) it would be violation. Mr. Zell stated he can't get past that it is an electronic sign and ordinances are ordinances. Chairman Bockoski stated he looked up the definition of electronic on his phone. It reads as: a device having or operating with the aid of many small components especially microchips and transistors that control an electric current. Mr. Culp stated if you feel it is clear cut you can make a motion. Mr. Thomas stated needed to take a look at when we next update, electronic/animated. Mr. Massonne stated every sign ordinance is inconsistent. Examples given with strictly prohibited but there is a permanent sign option. Mr. Culp stated we define electronic, and they are prohibited but then we have standards that would apply, if the BZA decided to grant a variance, then there are standards that would apply in those circumstance. There are standards that would apply in a variance situation so it wouldn't be a case if approved they could do whatever they wanted, they would have to meet the standards. Mr. Massonne stated that gave a different perspective, definition of changeable copy sign, definition online is automatic or manual. Chairman Bockoski stated this should be worded that way but not what we are talking about tonight. Chairman Bockoski stated also on page 202 are photographs of definitions of changeable copy sign and electronic signs. Mr. Zell commented using an electronic sign to display a static message therefore we are fundamentally still dealing with an electronic sign the way our ordinance is written. And we have already been down the road last month, didn't approve, it was denied. Chairman Bockoski stated he can understand the contention, and we have all got an opinion on where we are at on this. Ready to entertain a motion and the deliberations have stalled, nothing wrong but where we are. If someone isn't ready to entertain a motion, speak up. Mr. Thomas questioned how the motion is to be formed. Mr. Culp stated you will be voting whether to uphold or deny the appeal. You can reverse, which you would change decision to support Mr. Widows, or affirm Mr. Zawadzki's decision, or modify if they both were incorrect. Chairman Bockoski asked for clarification on modification. Mr. Culp stated he didn't feel it would apply in this situation. Sometimes modifying is more of a standard, such as a measurement, here it is whether you agree with Mr. Zawadzki or not.

Chairman Bockoski stated a role call vote. Mr. Culp stated either to affirm or reverse, affirming Frank's decision or reverse to Mr. Widows.

Mr. Zell made motion to affirm BZA-0825-35-DC, which is Mr. Widows' appeal of Plan Directors' rejection of sign and affirm Frank's decision. Mr. Berry second.

Mr. Zell-affirm, Mr. Berry-reverse, Mr. Thomas-affirm, Mr. Massonne-affirm, Mr. Bockoski-affirm.

5. **Plan Director's Report:** Mr. Zawadzki summary of report for July 2025 is as follows: Permit revenue for July 2025 was \$6551, YTD of \$29927. Compared to 2024, \$7331 and \$32388 for YTD. This is a monthly decrease of \$780, and YTD decrease of \$2461. Permits issued were 18, 10 in city limits with zero new homes, 8 in township with 2 new homes. Expected costs of projects is \$3135342.
6. **Chairperson's Report:** Chairman Bockoski thanked the members for carrying on until he arrived and thank you to Mr. Berry for handling.
7. **Legal Counsel's Report:** Mr. Culp stated the Town did approve the rezone for Estridge Homes on Tuesday night. The process will continue, the county will provide the utilities as they are in the township. They reduced the number of homes from 184 to 170. Very contentious meeting with strong feelings on both sides. Drainage improvements in area will be made by Estridge as well as road changes for blisters.



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Mr. Zell asked about water. Mr. Culp stated the town will be closing soon on property, however, have to pass the final tests. According to IDEM the testing can only be done when the utility owns the property. Then can proceed with water treatment plant. Mr. Zell questioned how far the Hamilton County Utility District goes up 236th? Are there plans to go further east? Mr. Culp stated his understanding is they do not intend to go further east than Cammack.

8. Board Member Comments: Mr. Zell stated he does not like meetings like tonight. Would like to see ordinance tweaking to prevent/clarify. Mr. Culp explained next steps for the petitioner.

9. Next Planned Board of Zoning Appeals Meeting:

September 18th, 2025

10. Adjournment:

Mr. Massonne made a motion to adjourn the meeting. Mr. Berry second. All present in favor.

Chairman: _____

Secretary: _____

Date: _____

Location:

Cicero Town Hall
70 N Byron Street
Cicero, IN 46034

Terms:

Scott Bockoski – Council President Appointment – Term 01/01/2024 – 12/31/2027
Mike Berry – Council President Appointment – Term 01/01/2024 – 12/31/2027
Harrison Massone – Council President Appointment – Term 01/01/2022 – 12/31/2025
Mark Thomas – Plan Commission Appointment – Term 01/01/2024 – 12/31/2027
Steve Zell – Council Appointment – Term 01/01/2022 – 12/31/2025

JUL 24 REC'D

CICERO/JACKSON
TOWNSHIP
PLAN COMMISSIONCICERO / JACKSON TOWNSHIP
(BOARD OF ZONING AND APPEALS)
RECEIVED

VARIANCE APPLICATION

OFFICE USE ONLY

Variance Category		Docket #: BZA-0925-33-R5	
<input checked="" type="checkbox"/> Development Standards	<input type="checkbox"/> Special Exception	Date of Application: 07/24/2025	
<input type="checkbox"/> Land Use	<input type="checkbox"/> Other	Date of Expiration:	
Variance Check List		Variance Fee: \$320.00	
<input type="checkbox"/> Adjoinder List	<input type="checkbox"/> Legal Notice Copy	Date of Hearing: 09/18/2025	
<input type="checkbox"/> Certified Mail Receipts	<input type="checkbox"/> Property Sign	Date of Decision:	
<input type="checkbox"/> Additional Applications for Variances		<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved

APPLICANT MUST COMPLETE THE FOLLOWING

Property Owner: <i>Zachary T Cook</i>		
Property Address: <i>69 N. Broadway ST</i>		
City: <i>Cicero</i>	State: <i>IN</i>	ZIP Code: <i>46034</i>
Telephone: <i>[REDACTED]</i>	E-mail: <i>[REDACTED]</i>	Fax: <i>[REDACTED]</i>
Project Address: <i>69 N Broadway ST</i>		
City: <i>Cicero</i>	State: <i>IN</i>	ZIP Code: <i>46034</i>
Parcel:	Subdivision:	
General Contractor:	Telephone:	
Address:	Fax:	
City: <i>[REDACTED]</i>	State: <i>[REDACTED]</i>	ZIP Code: <i>[REDACTED]</i>
Email: <i>[REDACTED]</i>		
Variance Request: <i>Height</i>		

Commitments/ Conditions Offered:

Code Section Appealed:

JUL 24 REC'D

CICERO/JACKSON
TOWNSHIP
PLAN COMMISSIONCICERO / JACKSON TOWNSHIP
(BOARD OF ZONING AND APPEALS)
RECEIVED

VARIANCE APPLICATION

OFFICE USE ONLY

Variance Category		Docket #: BZA-0925-34-R5	
<input checked="" type="checkbox"/> Development Standards	<input type="checkbox"/> Special Exception	Date of Application: 07/24/2025	
<input type="checkbox"/> Land Use	<input type="checkbox"/> Other	Date of Expiration:	
Variance Check List		Variance Fee: \$25.00	
<input type="checkbox"/> Adjoinder List	<input type="checkbox"/> Legal Notice Copy	Date of Hearing: 09/18/2025	
<input type="checkbox"/> Certified Mail Receipts	<input type="checkbox"/> Property Sign	Date of Decision:	
<input type="checkbox"/> Additional Applications for Variances		<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved

APPLICANT MUST COMPLETE THE FOLLOWING

Property Owner: Zachary T Cook		
Property Address: 69 N. Broadway ST		
City: Cicero	State: IN	ZIP Code: 46034
Telephone: [REDACTED]	E-mail: [REDACTED]	Fax: [REDACTED]
Project Address: 69 N Broadway ST		
City: Cicero	State: IN	ZIP Code: 46034
Parcel:	Subdivision:	
General Contractor:	Telephone:	
Address:	Fax:	
City: [REDACTED]	State: [REDACTED]	ZIP Code: [REDACTED]
Email: [REDACTED]		
Variance Request: Permissible Size		

Commitments/ Conditions Offered:		
Code SectionAppealed:		

Docket #

Town of Cicero | CICERO/JACKSON TOWNSHIP PLAN COMMISSION

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

No

This criterion has / has not been met.

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

Findings of Facts:

No

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

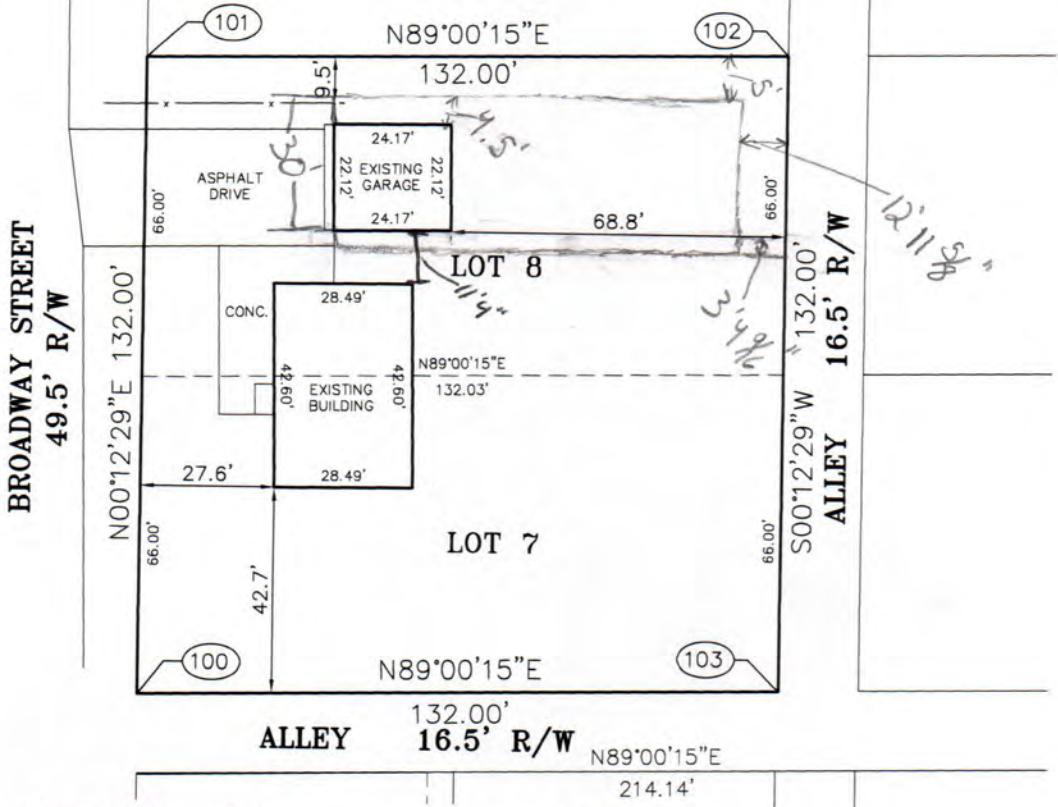
Findings of Facts:

The reason for variances is to have enough storage to keep things inside instead of outside. I have ~~newest~~ hobbies I would like to have space in the future & parent for campers, out door equipment as in yard itself, present vehicles. This will also improve the look of the property. For instance a ~~out dated~~ garage will be taken down & new updated garage. That will also keep privacy for myself & others.

RETRACEMENT SURVEY

LOT #7 AND #8 IN SQUARE #1 IN GEORGE TETER'S AMENDED PLAT TO THE TOWN OF CICERO
JACKSON TOWNSHIP, HAMILTON COUNTY, INDIANA

LOT 10
LOREN HARTLEY'S ADDITION
D.B. 3, PG. 152 - 153



LAND DESCRIPTION

INSTRUMENT #2020042150

LOT #7 & #8 IN SQUARE #1 IN GEORGE TETER'S
AMENDED PLAT TO THE TOWN OF CICERO, HAMILTON
COUNTY, INDIANA. (D.R. 34, PG. 92)

FLOOD ZONE DEFINITION

ZONE EXPLANATION
"X" AREAS DETERMINED TO BE OUTSIDE
500-YEAR FLOODPLAIN.

THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM AS PER SCALED INTERPRETATION OF FLOOD RATE MAP #18057C 0044G AREA IN ZONE "X" MAP DATED NOVEMBER 19, 2014.

LEGEND

POINT INVENTORY
POINT # **REMARKS**

101 COMPUTED LOCATION
(NO POINT SET)

100 CONCRETE NAIL IN OLD FOUNDATION SET

102 103 5/8" IRON ROD WITH YELLOW CAP
STAMPED "MILLER SURVEYING" SET

GRAPHIC SCALE

0 15 30 60

SCALE : 1" = 30'

THIS SURVEY IS NOT COMPLETE AND/OR
VALID WITHOUT BOTH PAGES.

PAGE 1 OF 2

R.L.S.		2/6/2024
LS20400007		DATE:
 MILLER SURVEYING INC. 948 CONNER STREET NOBLESVILLE, INDIANA 46060 PH. # (317) 773-2644 FAX 773-2694		
CATION: LOT #7 & #8 GEORGE TETER'S AMENDED PLAT CKSON TOWNSHIP, HAMILTON COUNTY, INDIANA LD WORK COMPLETED: 1/11/2024 ENT: ZACH COOK SCRPTION: RETRACEMENT SURVEY		 DRAWN BY: URL PREPARED BY: KNA SCALE: 1" = 30' FIELD BOOK: D.C. DATE: 2/4/2024 PAGE: D.C. JOB NUMBER SURVEY 4 FILE: B41348





80'

SIDE WALL



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

*This criterion **has / has not** been met.*

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

Findings of Facts:

*This criterion **has / has not** been met.*

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*This criterion **has / has not** been met.*



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: _____

Any Conditions Attached: _____

Signature: _____

Date: _____

Print: _____



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

*This criterion **has / has not** been met.*

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

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Findings of Facts:

*This criterion **has / has not** been met.*



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

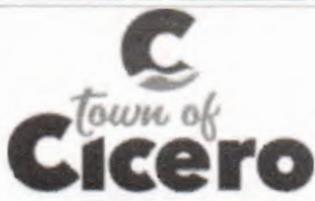
Decision: _____

Any Conditions Attached: _____

Signature: _____

Date: _____

Print: _____



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

CICERO / JACKSON TOWNSHIP (BOARD OF ZONING AND APPEALS)

CICERO / JACKSON TOWNSHIP
PLANNING AND DEVELOPMENT

VARIANCE APPLICATION

AUG 07 REC'D

RECEIVED

OFFICE USE ONLY

Variance Category		Docket #: BZA-0925-35-DC	
<input type="checkbox"/> Development Standards	<input checked="" type="checkbox"/> Special Exception	Date of Application: 08/07/2025	
<input type="checkbox"/> Land Use	<input type="checkbox"/> Other	Date of Expiration:	
Variance Check List		Variance Fee: \$675.00	
<input type="checkbox"/> Adjourner List	<input type="checkbox"/> Legal Notice Copy	Date of Hearing: 09/18/2025	
<input type="checkbox"/> Certified Mail Receipts	<input type="checkbox"/> Property Sign	Date of Decision:	
<input type="checkbox"/> Additional Applications for Variances		<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved

APPLICANT MUST COMPLETE THE FOLLOWING

Property Owner: SBJ Corner LLC - Brett Morrow

Property Address: [REDACTED]

City: Cicero

State: IN

ZIP Code: 46034

Telephone: [REDACTED]

E-mail: [REDACTED]

Fax: [REDACTED]

Project Address: 90 West Jackson Street

State: IN

ZIP Code: 46034

City: Cicero

Subdivision: Van Buskirk

Parcel: 05-02-36-04-04-013.000

Telephone: [REDACTED]

General Contractor: Self

Fax: [REDACTED]

Address: [REDACTED]

Cell Phone: [REDACTED]

City: [REDACTED] State: [REDACTED] ZIP Code: [REDACTED]

Email: [REDACTED]

Variance Request: Ourdoor Seating

Commitments/ Conditions Offered:

Requesting permission to have exterior seating on the West side of the building to utilize the new expanded sidewalk.

Code SectionAppealed:

Petitioners' List of Findings for Outdoor Seating at Bronko's Restaurant

1. **Enhancement of Local Ambiance:** Outdoor seating will create a vibrant, attractive environment that complements the downtown area's aesthetic, making it more inviting for residents and visitors alike.
2. **Promotion of Community Engagement:** The outdoor space encourages social interaction, fostering a sense of community and local pride among residents and visitors.
3. **Economic Benefits:** Increased seating capacity can boost sales for the restaurant and neighboring businesses, contributing to the economic vitality of the downtown area.
4. **Support for Small Businesses:** Providing outdoor dining options supports small business growth and sustainability, creating more jobs and economic stability.
5. **Improved Public Safety:** Outdoor seating can help manage crowded indoor spaces, promoting social distancing when necessary and ensuring safer dining experiences.
6. **Environmental and Quality of Life Improvements:** Well-designed outdoor spaces can incorporate greenery and seating that enhance the urban environment and provide pleasant spaces for relaxation.
7. **Alignment with City Initiatives:** The proposal aligns with city efforts to promote walkability, outdoor commerce, and the overall enhancement of urban livability.
8. **Community Input and Support:** Surveys and community feedback indicate strong support for outdoor dining options, reflecting a shared desire for a lively and inclusive downtown atmosphere.
9. **Precedent and Best Practices:** Several nearby cities have successfully integrated outdoor dining, demonstrating its benefits and feasibility.
10. **Durability and Adaptability:** The outdoor seating can be designed to adapt to different weather conditions and seasonal changes, ensuring year-round benefits. Lancaster table and seating will be used with black powder-coated aluminum. See Attachment for specific seating details.

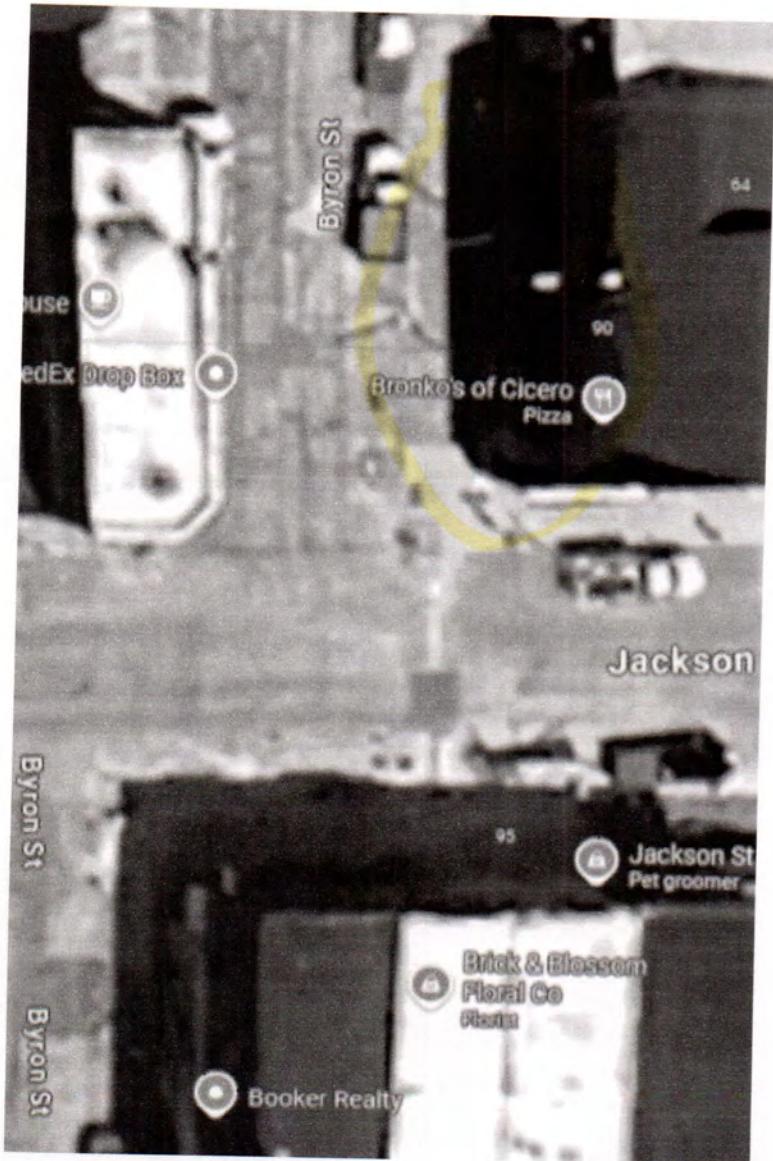
Product Overview

- ✓ Made for use on outdoor patios and bar areas
- ✓ Powder-coated aluminum construction is lightweight, durable, and resistant to corrosion
- ✓ Smooth surface with black color creates a striking and lively outdoor atmosphere
- ✓ UV-resistant finished so that color will not fade over time
- ✓ Chair has a seating capacity of 300 lb.









Docket # BZA-0925-35-DC
Brett Morrow/Bronkos



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may grant a **special exception use** for use in a district if, after a hearing under, it makes findings of facts in writing that:

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

Findings of Facts:

This criterion has / has not been met.

- 2 The requirements and development standards for the requested use as prescribed by this ordinance will be met.

Findings of Facts:

This criterion has / has not been met.

- 3 Granting the special exception will not subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity.

Findings of Facts:

This criterion has / has not been met.

- 4 The proposed use will be consistent with the character of the district therein, the spirit and intent of the Ordinance, and the Cicero/Jackson Township Comprehensive Plan.

Findings of Facts:

This criterion has / has not been met.



CICERO / JACKSON TOWNSHIP BOARD OF ZONING APPEALS

Docket #:

Petitioner:

Address:

Any Conditions Attached:

Board of Zoning Appeals Options:

In reviewing a request for Special Exception Use the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum or lack of a positive vote on a motion results in an automatic continuance to the next regularly scheduled meeting.

Signature: _____

Date: _____

Print: _____

Docket #



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

~~The proposed variance will allow signage that enhances visibility and wayfinding for Garland's Alter Ego. The improvements are designed to maintain the historic architectural character of Jackson St. while providing safe, clearly identifiable access for visitors. The variance will not create traffic hazards, block sightlines, or negatively impact the health, safety, or morals of the community. Instead, it supports a small local business that contributes to the local economy and community well-being.~~

This criterion has / has not been met.

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

the local economy and community well-being

Findings of Facts:

~~The variance will not reduce property values of neighboring businesses or residences. The design of the sign aligns with the upscale, historic aesthetic of the downtown district and complements nearby properties. The enhancements improve the street scape by contributing to a cohesive and attractive commercial environment, which may in fact increase visibility and value for neighboring businesses.~~

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property.

Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

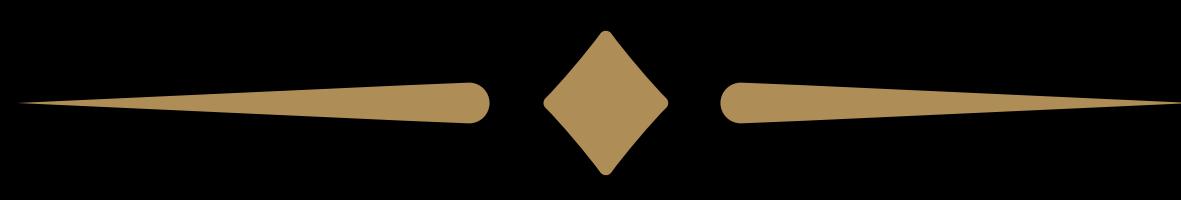
~~Due to the unique placement of the building's historic facade, including the large arched windows and limited frontage, strict application of the current sign ordinance would prevent adequate visibility from the street. Without the variance, customers may have difficulty locating the business, creating an unfair disadvantage compared to other properties w/ more traditional storefront layouts. The variance allows measurable practical use of the~~

This criterion has / has not been met.

property for its intended purpose as a wellness spa and apothecary, while maintaining compliance with the overall intent of the zoning ordinance.



WELLNESS
SPA



APOTHECARY

ESTD 2025



GARLAND'S
ATELIER
WELLNESS SPA
& APOTHECARY

GARLAND'S
ATELIER
WELLNESS SPA
& APOTHECARY

www.garlandsatelier.com
317-883-1234
@garlandsatelier

Docket # **BZA-0925-36-DC**

Garland's Atelier Wellness Spa & Apothecary



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

*This criterion **has / has not** been met.*

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

Findings of Facts:

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Findings of Facts:

*This criterion **has / has not** been met.*



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: _____

Any Conditions Attached: _____

Signature: _____

Date: _____

Print: _____



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

CICERO / JACKSON TOWNSHIP (BOARD OF ZONING AND APPEALS)

VARIANCE APPLICATION

OFFICE USE ONLY		
Variance Category		Docket #: BZA-0925-37-C4
<input checked="" type="checkbox"/> Development Standards	<input type="checkbox"/> Special Exception	Date of Application: 08/19/2025
<input type="checkbox"/> Land Use	<input type="checkbox"/> Other	Date of Expiration:
Variance Check List		Variance Fee: \$320
<input type="checkbox"/> Adjoinder List	<input type="checkbox"/> Legal Notice Copy	Date of Hearing: 09/21/2025
<input type="checkbox"/> Certified Mail Receipts	<input type="checkbox"/> Property Sign	Date of Decision:
<input type="checkbox"/> Additional Applications for Variances		<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved
APPLICANT MUST COMPLETE THE FOLLOWING		
Property Owner: Eric's Storage LLC - Gary Pierce		
Property Address: [REDACTED]		
City: Cicero	State: IN	ZIP Code: 46034
Telephone: [REDACTED]	E-mail: [REDACTED]	
Fax: [REDACTED]		
Project Address: 22271 US Highway 31 N	State: IN	ZIP Code: 46034
City: Cicero	Subdivision: Pierce Auto Estates Lot Pt 4	
Parcel: 03-06-07-00-00-023.101	Telephone: [REDACTED]	
General Contractor: TBD	Fax: [REDACTED]	
Address: TBD	Cell Phone: TBD	
City: TBD	State: IN	ZIP Code: TBD
Email: TBD		
Variance Request: Construct a cell tower in front yard instead of rear yard on a parcel in a C4 district.		
Commitments/ Conditions Offered:		
[REDACTED]		
[REDACTED]		
[REDACTED]		
Code SectionAppealed:		
[REDACTED]		
[REDACTED]		



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

CICERO / JACKSON TOWNSHIP (BOARD OF ZONING AND APPEALS)

VARIANCE APPLICATION

OFFICE USE ONLY		
Variance Category		Docket #: BZA-0925-38-C4
<input checked="" type="checkbox"/> Development Standards	<input type="checkbox"/> Special Exception	Date of Application: 08/19/2025
<input type="checkbox"/> Land Use	<input type="checkbox"/> Other	Date of Expiration:
Variance Check List		Variance Fee: \$320.00
<input type="checkbox"/> Adjoinder List	<input type="checkbox"/> Legal Notice Copy	Date of Hearing: 09/21/2025
<input type="checkbox"/> Certified Mail Receipts	<input type="checkbox"/> Property Sign	Date of Decision:
<input type="checkbox"/> Additional Applications for Variances		<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved
APPLICANT MUST COMPLETE THE FOLLOWING		
Property Owner: Eric's Storage LLC - Gary Pierce		
Property Address: 22271 US Highway 31 N		
City: Cicero	State: IN	ZIP Code: 46034
Telephone: [REDACTED]	E-mail: [REDACTED]	
Fax: [REDACTED]		
Project Address: 22271 US Highway 31 N	State: IN	ZIP Code: 46034
City: Cicero	Subdivision: Pierce Auto Estates Lot Pt 4	
Parcel: 03-06-07-00-00-023.101	Telephone: [REDACTED]	
General Contractor: TBD	Fax: [REDACTED]	
Address: TBD	Cell Phone: TBD	
City: TBD	State: IN	ZIP Code: TBD
Email: TBD		
Variance Request: Construct a cell tower in front yard instead of rear yard on a parcel in a C4 district		
Commitments/ Conditions Offered:		
Code SectionAppealed:		



CICERO / JACKSON TOWNSHIP (BOARD OF ZONING AND APPEALS)

Petitioners List of Findings

Vertical Bridge is seeking Special Exception Use approval to construct a new cell tower at: 22271 US Highway 31 N, Cicero, IN 46034. Vertical Bridge is also seeking a Development Standards Variance from Section 7.20 Telecommunication Facilities Standards (TF) - (E. TF-05)(1) allowing for a wireless facility to be constructed in a FRONT YARD instead of a REAR YARD. Vertical Bridge began this project in 2024 and found a willing landowner to enter a lease agreement. At the time the lease was signed, access to the proposed tower parcel was off of US 31 N. In 2025, INDOT started a major renovation project which will eliminate access to the proposed tower parcel from US 31 N. A new road was constructed (Englewood Rd) to access the proposed parcel from the east. When this occurred the rear yard became the front yard. Per Section 7.20 Telecommunication Facilities Standards (TF) - (E. TF-05)(1), cell tower are not allowed in front yards, which is why Vertical Bridge is requesting a Development Standards Variance. The wireless facility will consist of a 100' x 100' lease area, in which a 199' monopole tower will be constructed. The tower will be designed to accommodate a minimum of three (3) carrier's equipment on the tower. The west, south and east sides of the ground compound will be landscaped per Section 7.20 Telecommunication Facilities Standards (TF) - (A. TF-01)(2). The access to the facility will utilize the new road that was built and new entrance installed to access the parcel. Two parking spots in front of the facility will accommodate the maintenance crews for the tower. Since the tower is less than 200' the FAA does not require the tower to be lighted, unless special circumstance exist. Verizon Wireless will be the anchor tenant with space available for two (2) additional carriers to install their ground and tower equipment. Verizon's ground equipment will consist of metal outdoor cabinets and a standby generator.



**Proposed New Cellular Antenna Tower
Presented To: Cicero/Jackson Township Planning Commission
(Commission Approved Use)**

**Presented By: Ryan Whitley – Kimley-Horn
Filing Date: 08/18/2025**

Applicant:

Vertical Bridge (The Towers, LLC)

[REDACTED]
Boca Raton, FL 33487

Applicant Site # / Name:
US-IN-5253 / 38 and 31

Proposed Tower Location:
22271 US Highway 31 N
Cicero, IN 46034

Parcel #: 03-06-07-00-00-023.101
Latitude: 40.111269°
Longitude: -86.123980°

PRESENTED BY

Kimley»Horn



TABLE OF CONTENTS

1. APPLICATIONS (VARIANCE, SPECIAL EXCEPTION FINDINGS OF FACT & DEVELOPMENT STANDARDS FINDINGS OF FACT)
2. LETTER OF INTENT
3. GENERAL MAPS:
 - Aerial Map / Parcel Map / Zoning Map / Topo Map / Wetland Map /FEMA Flood Map / Map of Structures within 500' of Proposed Tower
4. VERIZON STATEMENT OF NEED:
 - Verizon RF Engineer Statement of Need
 - RF Propagation Maps (without proposed tower & with proposed tower)
5. NOTIFICATIONS:
 - List of Adjacent Property Owners Within 600'
6. LEASE AGREEMENT:
 - Redacted Lease Agreement
7. REPORTS
 - Fall Zone Letter
 - Tower & Foundation Report (To be provided prior to Building Permit Issuance)
8. Zoning Drawings

PRESENTED BY

Kimley»Horn



EXHIBIT #1

APPLICATIONS (VARIANCE, SPECIAL EXCEPTION
FINDINGS OF FACT & DEVELOPMENT STANDARDS
FINDINGS OF FACT)

PRESENTED BY

Kimley»Horn

Docket #



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may grant a **special exception use** for use in a district if, after a hearing under, it makes findings of facts in writing that:

- 1 The approval will not be injurious to the public health, safety, morals, and general welfare of the community.**

Findings of Facts: Vertical Bridge is seeking a Development Standards Variance to place a new cell tower in a front yard which will be landscaped on the west, south and east sides of the compound. The approval will not be injurious to public health, safety, morals, and general welfare of the community. The facility will be unmanned and does not generate any offensive content, sound, odor or endanger the general welfare of the community.

This criterion has / has not been met.

- 2 The requirements and development standards for the requested use as prescribed by this ordinance will be met.**

Findings of Facts: All the requirements and development standards for the request use as prescribed by the ordinance will be met except for the proposed tower being in the FRONT YARD vs the BACK YARD. Vertical Bridge is requesting a Development Standards Variance due to the unique situation with the INDOT project eliminating access to this parcel from US-31, which caused the rear yard to become the front yard.

This criterion has / has not been met.

- 3 Granting the special exception will not subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity.**

Findings of Facts: Granting the special exception will not subvert the general purposes of the ordinance and will not permanently injure other property or uses in the same district and vicinity. The wireless facility is unmanned, makes no noise, odor and does not have any offensive materials. The limited intensity of the facility along with the existing heavy commercial uses to the west and north (car storage / junk yard) and the agricultural uses to the east and south should not cause any harm to neighboring parcels.

This criterion has / has not been met.

- 4 The proposed use will be consistent with the character of the district therein, the spirit and intent of the Ordinance, and the Cicero/Jackson Township Comprehensive Plan.**

Findings of Facts: The proposed use will be consistent with the character of the district therein, the spirit and intent of the Ordinance, and the Cicero/Jackson Township Comp. Plan. The existing uses in the C4 District are heavy commercial uses and the limited footprint of the wireless facility as well as the agricultural uses of the adjacent properties should allow the wireless facility to exist without issue. The facility will help improve e911 services as well as provide wireless broadband to business and residents in the area.

This criterion has



CICERO / JACKSON TOWNSHIP BOARD OF ZONING APPEALS

Docket #:

Petitioner:

Address:

Any Conditions Attached:

Board of Zoning Appeals Options:

In reviewing a request for Special Exception Use the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum or lack of a positive vote on a motion results in an automatic continuance to the next regularly scheduled meeting.

Signature: _____

Date: _____

Print: _____

Docket #



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Vertical Bridge is seeking a Development Standards Variance to place a new cell tower in a front yard and an 8' chain link fence in the front yard, which will be landscaped on the west, south and east sides of the compound.

The approval will not be injurious to public health, safety, morals, and general welfare of the community. The facility will be unmanned and does not generate any offensive content, sound, odor or endanger the general welfare of the community.

*This criterion **has / has not** been met.*

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

Findings of Facts:

Having a tower and fence in the front yard at this particular location should not affect the use or value of the area adjacent to the proposed tower site as the parcels to the north and west are used for heavy commercial uses (car storage). The parcels to the south and east are agricultural uses. The closest residential structure is approx. 870' to the southwest. The parcels to the east are farm fields and stables.

*This criterion **has / has not** been met.*

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.*

In this situation, Vertical Bridge selected a willing landowner due to the available location in the REAR yard.

Findings of Facts: INDOT subsequently started a major US-31 renovation, which would eliminate access to the subject parcel from US-31. A new road was constructed and the rear yard became the front yard. Vertical Bridge had invested several thousand dollars before they were aware of the INDOT project. The landowner felt the proposed location would best suit his needs for the remainder of his property. The new road that was constructed dead-ends at the subject site. If the site were moved, it would only move 200' further back into the parcel, in order to meet setbacks. The limited intensity of the wireless facility along with the agricultural uses of adjacent parcel should limit any issues with the wireless facility in the front.

*This criterion **has / has not** been met.*



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: _____

Any Conditions Attached: _____

Signature: _____

Date: _____

Print: _____



EXHIBIT #2

LETTER OF INTENT

PRESENTED BY

Kimley»Horn



LETTER OF INTENT

August 18, 2025

Cicero/Jackson Township Board of Zoning Appeals
P.O. Box 650
Cicero, Indiana 46034

RE: Request for Special Exception Use and a Development Standards Variance to Locate a Communications Facility (Cell Tower) at Property Address: 22271 US Highway 31 N, Cicero, IN 46034 (Parcel ID: 03-06-07-00-00-023.101).

Dear Cicero/Jackson Township Board of Zoning Appeals:

Please accept this letter, along with the attached documents, as part of our formal zoning application from **Vertical Bridge (The Towers, LLC)** in conjunction with **Verizon Wireless** to install a 195' monopole tower with a 4' lightning rod (199' overall height) and associated antenna equipment within a 100ft x 100ft fenced compound located 22271 US Highway 31 N, Cicero, IN 46034 (Parcel ID: 03-06-07-00-00-023.101).

Verizon Wireless is looking to enhance their network and to provide improved cellular data and coverage in Hamilton County through the installation of a new wireless communication tower in partnership with Vertical Bridge. The proposed location will provide high-speed wireless broadband access and will provide improved coverage to the community along the US Highway 31 corridor north of the IN-38 intersection. The proposed infrastructure provides the opportunity for additional cell carriers to improve and expand their coverage while eliminating the need for additional towers within the surrounding area. The proposed service will also improve the emergency services (E911) available to the community.

Vertical Bridge and Verizon Wireless would like to request Board of Zoning Appeals approval for a Special Exception Use and a Development Standards Variance for a new communications facility based on the criteria outlined in **7.20 Telecommunication Facilities Standards(TF) of the Cicero/Jackson Township Zoning Ordinance**. The property of the proposed antenna tower is currently zoned C4 (Industrial Park/Heavy Industrial District) and is used as an outdoor car storage facility.

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The proposed tower and associated equipment will not create smoke, fumes, odors, dust, glare, or noise pollution. No water services, sanitary facilities, gas services, or garbage disposal/pick-up services are needed. Current traffic will not be affected as the proposed facility is unmanned and unstaffed and may be visited by maintenance personnel approximately once per month or as needed for servicing.

The Development Standards Use Variance is being requested because the proposed tower location will now be in the "FRONT YARD" of the proposed tower parcel. We are aware that the ordinance does not permit towers in the front yard. This is a unique situation because the State of Indiana is undertaking a major renovation to US-31 and installing a flyover bridge at 226th Street and the businesses along US-31 south of 226th Street will no longer be accessible from US-31. A new road east of US-31 (Englewood Rd) has been installed for access to those businesses. When this change occurred, our proposed tower will now be in the front yard, instead of the rear yard, as originally planned.

Please review this letter along with all documentation provided in which Vertical Bridge intends to comply with the Cicero / Jackson Township Zoning Ordinance along with the attached documents as requested in **Section 7.20 Telecommunication Facilities Standards (TF)** of the Zoning Ordinance.

7.7 Landscaping Standards (LS)

A. LS-01: Landscaping is an essential part in the design and development of a site. Such plantings are a benefit to the environment, public health, safety, comfort, convenience and general welfare of the community. These standards will result in the reduction of storm water runoff, glare, heat buildup, may reduce energy costs in structures and will improve the aesthetics of the community.

A detailed landscape plan including size, type, and location of plant materials shall be submitted for review and approval to the plan commission or its designee for all multifamily, commercial, industrial, or institutional new construction projects, additions, or conversion from residential to commercial.

For the purposes of this section, institutional is included but is not limited to governmental institutions, schools, churches, and hospitals. The minimum requirements are as follows:

1. All deciduous trees planted shall be at least one and one-half inch (1 ½") caliper trees, All evergreen trees planted shall be a minimum of five feet (5') in height.
2. Any trees planted to meet the landscaping standards must be replanted with a tree of like species if the tree dies or becomes diseased at any time regardless of property ownership.
3. A minimum of sixty-five percent (65%) of all plantings, including foundation plantings, shall be located in the front yard(s).

➤ *Please see Exhibit #8 - Zoning Drawings (p. L-1) for the Landscaping Plan*

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C. LS-03: General Standards for Landscaping

1. No landscaping materials, vegetation, plants, shrubs, trees, retaining walls, bedding, lighting, or mounds may extend into any existing or proposed right-of-way or easement without the written permission from the agency that established the right-of-way or easement.
 - ***N/A - Please see Exhibit #8 - Zoning Drawings (p. L-1) for the Landscaping Plan***
2. No trees may be planted within five (5) feet of sidewalks, streets, curbs, gutters, drainage tile, or other infrastructure, unless approved otherwise by the planning commission.
 - ***N/A - Please see Exhibit #8 - Zoning Drawings (p. L-1) for the Landscaping Plan***
4. The species of trees and plants for proposed landscape plan may be subject to approval of plan commission or its designee.
 - ***Please see Exhibit #8 - Zoning Drawings (p. L-1) for the Landscaping Plan***

7.20 Telecommunication Facilities Standards (TF)

A. TF-OI: Statement of Purpose: The purpose of this section of the ordinance is to provide for sensible and reasonable land uses to allow for the provision of adequate reliable public and private telecommunication service and to maximize the use of any transmission tower in order to reduce the total number of towers needed to serve the telecommunications needs of the area; to minimize adverse, undesirable visual effects of towers through careful design, siting, and vegetative screening.

All Wireless Telecommunication Facilities shall meet the following provisions:

1. The location of the tower and equipment buildings shall comply with all local, state, and federal natural resource protection standards.
 - ***Vertical Bridge will comply with all local, state, and federal natural resource protection standards.***
2. The following buffer plantings shall be located around the perimeter of the outer most perimeter or security fence of a wireless telecommunications facility:
 - a. A live evergreen screen shall be planted around the entire facility including the guy wires and anchors, if used, that consist of a hedge, planted three feet on center maximum, or a row of evergreen trees planted a maximum of ten feet on center, height of plants at time of planting shall be no less then 5 feet tall.
 - ***Please see Exhibit #8 - Zoning Drawings (p. L-1) for the Landscaping Plan***
 - b. Existing vegetation (trees and shrubs) shall be preserved to the maximum extent possible.
 - ***Currently, there is no existing vegetation on the proposed tower parcel.***
3. An antenna may be located on a building or structure that is listed on a historic registry only after obtaining all necessary and required approvals. Any antenna located in a historic district will require approval by the Board of Zoning Appeals for a Special Exception approval.
 - ***The proposed tower parcel is NOT located within a historic district.***

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4. Vehicular access to the tower and equipment building shall, whenever feasible, be provided along the existing driveways.
 - ***Vertical Bridge's proposed access will utilize an existing driveway. Please see Exhibit #8 - Zoning Drawings (p. C-1 & C-2)***
5. The wireless telecommunications facility shall be fully automated and unattended on a daily basis, and shall be visited only for periodic maintenance and emergencies.
 - ***The proposed facility will be unmanned and only visited for periodic maintenance and emergencies.***
6. Proposed or modified towers and antennas shall meet the following design requirements:
 - a. Tower and antennas shall be designed to blend into the surrounding environment through the use of color, camouflaging and architectural treatment, except in an instance where the color is dictated by federal or state authorities such as the Federal Aviation Administration.
 - ***Vertical Bridge's proposed monopole tower will have a gray galvanized finish.***
 - b. Wireless telecommunication service towers less than 131 feet tall shall be of a monopole design and when located within or adjacent to an environmentally, aesthetically sensitive area or a residential district, designed in such a way as to architecturally camouflage the wireless telecommunication service tower as much as reasonably practical to blend into the surroundings.
 - ***N/A – Vertical Bridge is proposed a 195' monopole tower with a 4' lighting rod (199' Overall Height)***
 - c. The entire facility must be aesthetically and architecturally compatible with its environment. The use of residentially compatible materials such as wood, brick, or stucco is required for associated support structures, which shall be designed to architecturally match the exterior of residential or commercial structures within the neighborhood or area. Only if the facility will be 100% screened during all seasons will other materials be approved.
 - ***Verizon will utilize metal outdoor cabinets.***
 - d. Only when lighting is for safety or security reasons or required by the Federal Aviation Administration or other federal or state authority will it be permitted. When approved the lighting shall be oriented inward so as not to project onto surrounding residential properties.
 - ***Vertical Bridge has no plans to light the tower. Per the FAA, towers under 200' are not required to be lighted, unless special circumstances exist. Vertical Bridge is not aware of an special circumstances for this proposed tower.***
7. Any request submitted to the Office of the Cicero/Jackson Township Plan Commission to install an antenna to be located on an existing approved or "grandfathered" tower will only require a building permit and the contract between the applicant company and the owner of the tower.
 - ***N/A – Vertical Bridge is proposing a new 199' monopole tower. Please see Exhibit #8 - Zoning Drawings (p. TE-1)***

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8. All towers at a minimum are to be constructed to support the initial user (wireless telecommunication antenna) plus handle the anticipated loading of a second user on a monopole and third user on all other towers equal to the antenna loading of the initial user.

- ***The proposed tower will be designed to accommodate three (3) carriers.***

9. The size of the site of the initial tower and support facility shall be sufficient area to allow the location of one (1) additional tower and associated support facility for future monopole tower and sufficient area to allow for the location of two additional towers and associated support facilities for non-monopole towers.

- ***The proposed tower will be designed to accommodate three (3) carriers within the ground compound.***

10. A proposal for a new commercial wireless telecommunications service tower shall not be approved unless the applicant submits verification that the telecommunication equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or building or other structure due to one or more of the following reasons:

a. The planned equipment would exceed the structural capacity of the existing or approved tower, building, or structure as documented by a qualified and licensed professional engineer, and the existing or approved tower, building or structure cannot be reinforced, modified, or replaced to accommodate planned or equipment at a reasonable cost.

- ***N/A – The existing tower approximate 0.85 miles to the north is too close to another tower on which Verizon currently has equipment installed. Please see Exhibit #4 – Verizon Statement of Need & RF Propagation Maps.***

b. The planned equipment would cause interference impacting the usability of other existing or planned equipment at the tower site. Supportive documentation by a qualified and licensed professional engineer indicating that the interference cannot be prevented at a reasonable cost.

- ***N/A – The existing tower approximate 0.85 miles to the north is too close to another tower on which Verizon currently has equipment installed. Please see Exhibit #4 – Verizon Statement of Need & RF Propagation Maps.***

c. That existing or approved towers, buildings or structure within the search radius cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified and licensed professional engineer.

- ***Please see Exhibit #4 – Verizon Statement of Need & RF Propagation Maps.***

d. Other unforeseen reasons that make it unfeasible or impossible to locate the planned telecommunications equipment upon an existing or approved tower, building or structure.

- ***Please see Exhibit #4 – Verizon Statement of Need & RF Propagation Maps.***

e. Unable to enter a commonly reasonable lease term with the existing tower owner.

- ***N/A - Please see Exhibit #4 – Verizon Statement of Need & RF Propagation Maps.***

f. If agreement cannot be reached between parties both parties shall agree to binding

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arbitration.

- ***N/A - Please see Exhibit #4 – Verizon Statement of Need & RF Propagation Maps.***
 - g. Additional land area is not available.
- ***N/A -Please see Exhibit #4 – Verizon Statement of Need & RF Propagation Maps.***

11. Any proposed commercial wireless telecommunication service tower shall be designed, and engineered structurally, electrically and in all other respects to accommodate both the applicants height and at least one additional users for every 30 feet of tower above 60 feet in height. Towers must be designed to allow for future rearrangement of antennas upon the tower and accept antennas mounted at varying heights. Tower sites shall be large enough to accommodate all future accessory structures needed by future antenna users.

- ***Please see Exhibit #8 - Zoning Drawings (p. C-1 & TE-1).***

12. All antennas, towers, accessory structure and wiring constructed within the Cicero/Jackson Township Plan Commission jurisdiction, shall comply with the following requirement:

a. All applicable provisions of his Code and the Building Code of the State of Indiana and the Federal Communications Commission when applicable.

- ***Vertical Bridge will comply with all applicable building codes.***

b. Towers shall be certified by a qualified and licensed professional engineer to conform to the latest structural standards and wind loading requirements of the Uniform Building Code and the Electronics Industry Association.

- ***Please see Exhibit #8 - Zoning Drawings***

c. With the exception of necessary electric and telephone service and connection lines approved by the Board of Zoning Appeals no part of any antenna or tower nor any lines, cables, equipment or wires or braces in connection with either shall at any time extend across or over any part of the right-of-way, public street, highway, sidewalk, trails or property line without appropriate approval in writing,

- ***Please see Exhibit #8 - Zoning Drawings***

d. The tower and associated antennas shall be designed to conform with accepted electrical engineering methods and practices and to comply with the provisions of the National Electrical Code.

- ***Vertical Bridge will comply with the National Electrical Code.***

e. All towers shall be constructed to conform with the requirements of Occupational Safety and Health Administration.

- ***Vertical Bridge will conform with the requirements of the Occupational Safety and Health Administration.***

f. An eight (8) foot high security fence shall completely surround the tower (and guy wires if used) and equipment building.

- ***Please see Exhibit #8 - Zoning Drawings (p. D-1).***

g. All signal and remote control conductors of low energy extending substantially horizontally above the ground between a tower, antenna and a structure, or between towers, shall be at least ten (10) feet above the ground at all points, unless buried underground.

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- ***N/A – Power and Fiber to be placed underground.***
 - h. The tower shall be designed and constructed to all applicable standards of the American National Standards Institute manual, as amended.
- ***The tower will be designed and constructed to the ANSI Standards.***
 - i. An engineers certification shall be submitted to document and verify the design specifications but not limited to, the foundation for the tower, and anchors for the guy wires if used, co-location, strength requirements, for natural forces; ice, wind, earth movements, etc.
- ***Signed and sealed tower and foundation drawings will be provided prior to the issuance of a building permit.***
 - j. Towers and antenna shall be designed and constructed, at a minimum, to withstand wind gusts of at least 80 miles per hour with one-half inch of ice and to accommodate any co-location requirements.
- ***As noted above, signed and sealed tower and foundation drawings will be provided prior to the issuance of a building permit. The tower is being designed to accommodate a minimum of three (3) carriers on the tower. Please see Exhibit #8 - Zoning Drawings (p. TE-1).***
 - 15. Any tower unused or left abandoned for twelve (12) months shall be removed by the tower owner at its expense.
- ***Please see Exhibit #6 – Lease Agreement for the removal language in the Lease Agreement.***

E. TF-05: This section applies to the HC, C3, and **C4** districts.

A Wireless Telecommunications Facility shall be permitted that meet the following and all other requirements within this ordinance:

1. Minimum setback from the side and rear property line: equal to fifty percent (50%) of the height of the tower Towers not allowed in the front yards.
- ***The proposed tower will be setback 50% the height of the tower (100') for the front and side parcel lines. VERTICAL BRIDGE IS SEEKING A DEVELOPMENT STANDARDS VARIANCE AS THE PROPOSED TOWER IS NOW LOCATED IN THE "FRONT YARD". WE ARE AWARE THAT THE ORDINANCE DOES NOT PERMIT TOWERS IN FRONT YARDS. THIS IS A UNIQUE SITUATION BECAUSE THE STATE OF INDIANA IS UNDERTAKING A MAJOR RENOVATION TO US-31 AND INSTALLING A FLYOVER BRIDGE AT 226TH STREET AND THE BUSINESSES ALONG US-31 SOUTH OF 226TH STREET WILL NO LONGER BE ASSESSABLE FROM US-31. A NEW ROAD EAST OF US-31 (Englewood Rd) HAS BEEN INSTALLED FOR ACCESS TO THOSE BUSINESSES. WHEN THIS CHANGE OCCURRED, VERTICAL BRIDGE'S PROPOSED TOWER WILL NOW BE IN THE FRONT YARD, INSTEAD OF THE REAR YARD, AS ORIGINALLY PLANNED.***
2. Maximum height: tower two hundred fifty (250) feet and accessory structure fifteen (15) feet.
- ***Vertical Bridge's proposed tower is 199' overall. The monopole tower will be 195' and have a 4' lighting rod. Please see Exhibit #8 – Zoning Drawings (p.TE-1).***

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3. Minimum number of Antenna sites for a two hundred fifty (250) feet tower is six if tower is less than two hundred fifty feet (250') refer to TF-OI K.
 - ***Vertical Bridge is designing its tower to accommodate a minimum of three (3) carriers, which would provide a minimum of nine (9) antenna sites. Please see Exhibit #8 – Zoning Drawings (p.TE-1).***
4. Tower shall be placed no closer than five hundred (500) feet to any residential structure. If closer will require Special Exception Approval by the Board of Zoning Appeals.
 - ***The closest residential structure to the proposed tower is approximately 870' to the southwest.***

12.11 Special Exceptions

To be eligible for the granting of a special exception under this section, a person must first receive a determination from the Director of Planning that a special exception is required for the intended use, change of use or for the expansion, extension, or enlargement of a use. There shall be no cases or applications, nor any particular situation in which these rules authorize special exceptions without the approval of the BZA. Further, no previous applications shall set a precedence for any other application before the BZA.

A. The Board may grant a special exception for a use in a district if, after a hearing under, it makes findings of facts in writing, that

1. the proposal will not be injurious to the public health, safety, morals, and general welfare of the community;
 - ***The proposed Wireless Facility will not be injurious to public health, safety, morals, and general welfare of the community. The facility will be unmanned and does not create any offensive content, sound, odor or endanger the general welfare of the community.***
2. the requirements and development standards for the requested use as prescribed by this Ordinance will be met;
 - ***All the requirements and development standards for the requested use will comply with the Ordinance, except for the tower being located in the front yard and fence. Vertical Bridge is seeking Development Standards Variances for the two items that do not meet the Ordinance standards.***
3. granting the exception will not subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity; and,
 - ***Granting the exception will not subvert the general purposes served by the Ordinance and will not permanently injure other property or uses in the same district and vicinity. The proposed site is located on a car storage facility. The parcels to the north and***

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west are also zoned C4 and are also used as car storage facilities. Parcels to the south and east are currently zoned AG. The closest residential structure is approximately 870' to the southwest of the proposed site.

4. the proposed use will be consistent with the character of the district therein, the spirit and intent of this Ordinance, and the Cicero/Jackson Township Comprehensive Plan.
 - *The proposed use will be consistent with the character of the C4 District, the spirit and intent of this ordinance and the Cicero/Jackson Township Comprehensive Plan. The proposed wireless facility will help improve e911 communications and wireless broadband services to residents and businesses in the area.*

B. When considering a Special Exception the Board of Zoning Appeals may take into consideration the following items as they relate to the proposed use:

1. topography and other natural site features
 - *Site is flat*
2. zoning of the site and surrounding properties;
 - *C4 to the north and west, AG to the south and east*
3. driveway locations, street access and vehicular and pedestrian traffic:
4. parking amount, location, design:
 - *Two (2) parking spaces are being proposed for the wireless facility.*
5. landscaping, screening, buffering:
 - *Existing driveway to be used. Limited vehicular and pedestrian traffic. Englewood Rd is a dead-end street.*
6. open space and other site amenities;
 - *N/A – Wireless Facility has no open space or other amenities.*
7. noise production and hours of operation;
 - *No noise will be produced by the facility. Site will operate 24/7 (unmanned)*
8. design, placement, architecture, and building material of the structure;
 - *Monopole design, galvanized steel with a gray color. Placement was at the back of the parcel until the State of Indiana renovation of US-31. Tower will now be considered to be in the front yard, for which Vertical Bridge is applying for a Development Standards Variance.*
9. placement, design, intensity, height, and shielding of lights;
 - *199' Monopole Tower will NOT be lighted (unless mandated to by the FAA). There is no proposed lighting at the site.*
10. traffic generation; and,
 - *Little to no traffic generation. Site may only be visited once per month or as necessary.*

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11. general site layout as it relates to its surroundings.

➤ ***Site located in a heavy commercial district which is surrounded on the east and south sides by agricultural district.***

C. The Board may impose such reasonable conditions upon its approval as it deems necessary to find that the above criteria will be served.

➤ ***Understood***

D. The Board may permit or require the owner of the parcel of property to make a written commitment concerning the use or development of the parcel as specified under IC 36-7-4-921 and have such commitment recorded in the Hamilton County Recorder's Office.

➤ ***Understood***

E. The Board may limit special exceptions to a specific individual and/or a specific time period and for a specific use.

➤ ***Understood***

F. A use authorized by special exception may not be changed, expanded, extended, or enlarged unless reauthorized by the Board under the procedures set forth in these rules for granting a special exception.

➤ ***Understood***

G. If the Board grants the special exception, it shall direct the applicant to apply for a Building Permit and/or Improvement location Permit within four (4) months or the special exception will be void. If such application complies with all Ordinances and rules, a Building Permit and/or improvement Location Permit for the use authorized by special exception shall be issued.

➤ ***Understood***

H. A special exception, granted for a specific use ceases to be authorized and is void if that use is not 50% established within a twelve-month period of the date the special exception was granted. A special exception, granted for a specific use ceases to be authorized and is void if that use is discontinued at that site for a consecutive six month period.

➤ ***Understood***

I. A special exception may be terminated by the Board of Zoning Appeals under the following conditions:

1. Upon the filing of an application by an interested person or a member of the staff, a public hearing is held with notice to the property owner: and,

➤ ***Understood***

2. At the public hearing a finding is made by the Board that one or more of the following has not been complied with:

- a. The terms of this Ordinance,
- b. Conditions of approval,
- c. Written Commitments.

➤ ***Understood***

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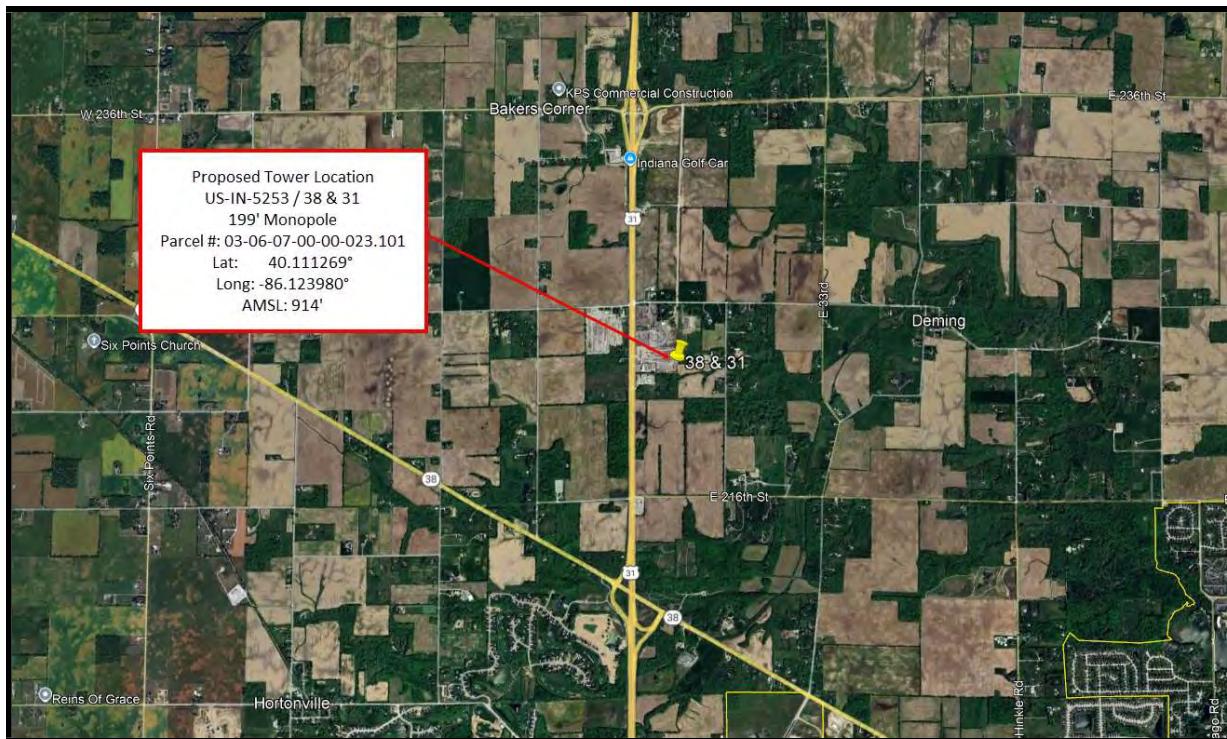
EXHIBIT #3

GENERAL MAPS

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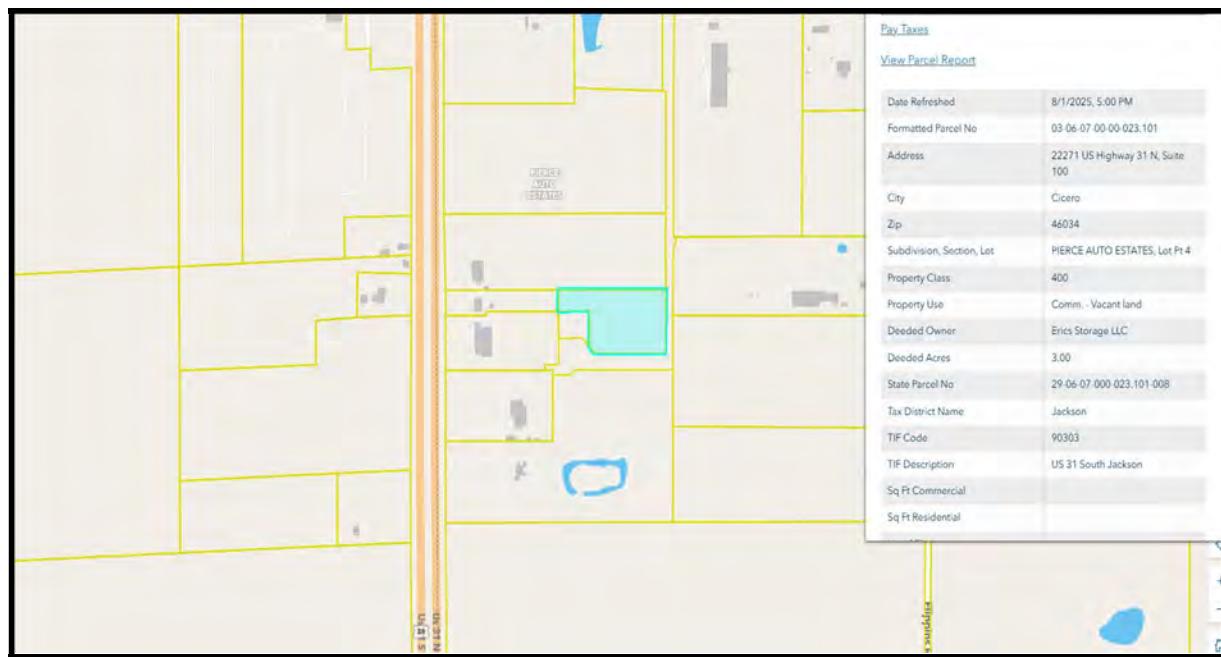
AERIAL MAP



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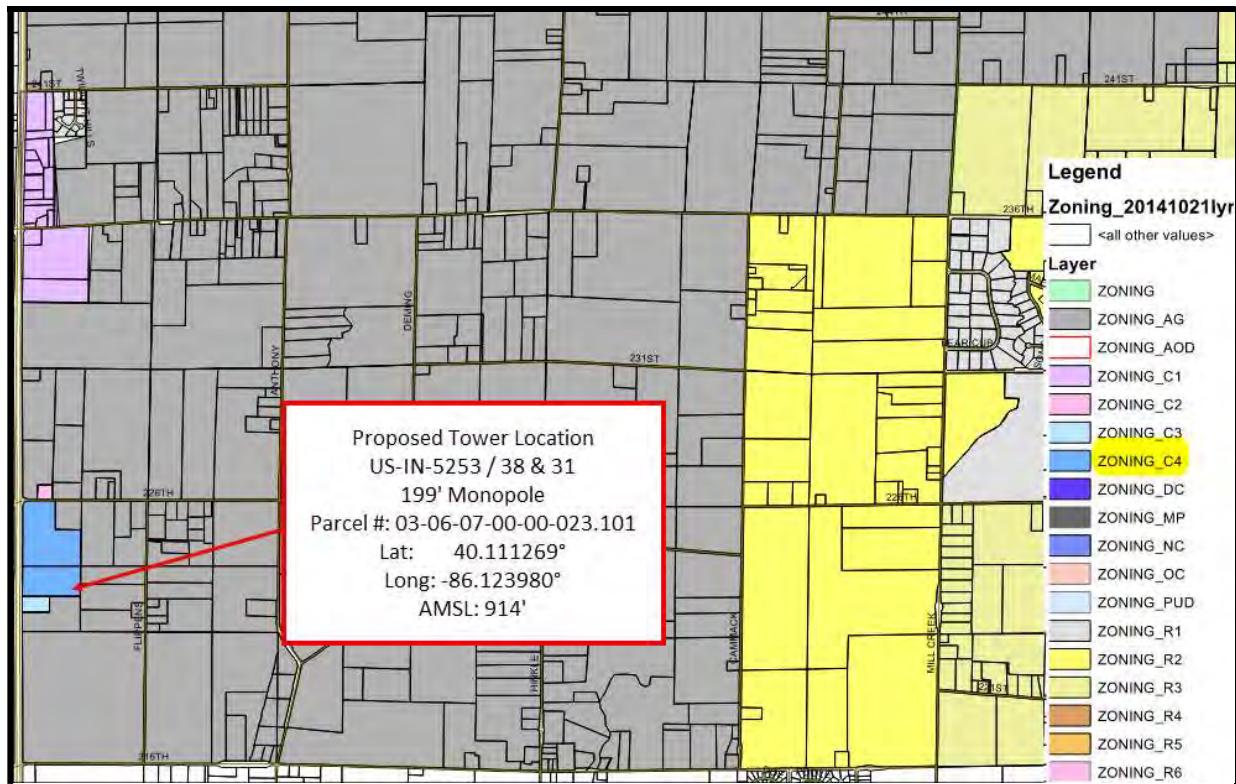
PARCEL MAP



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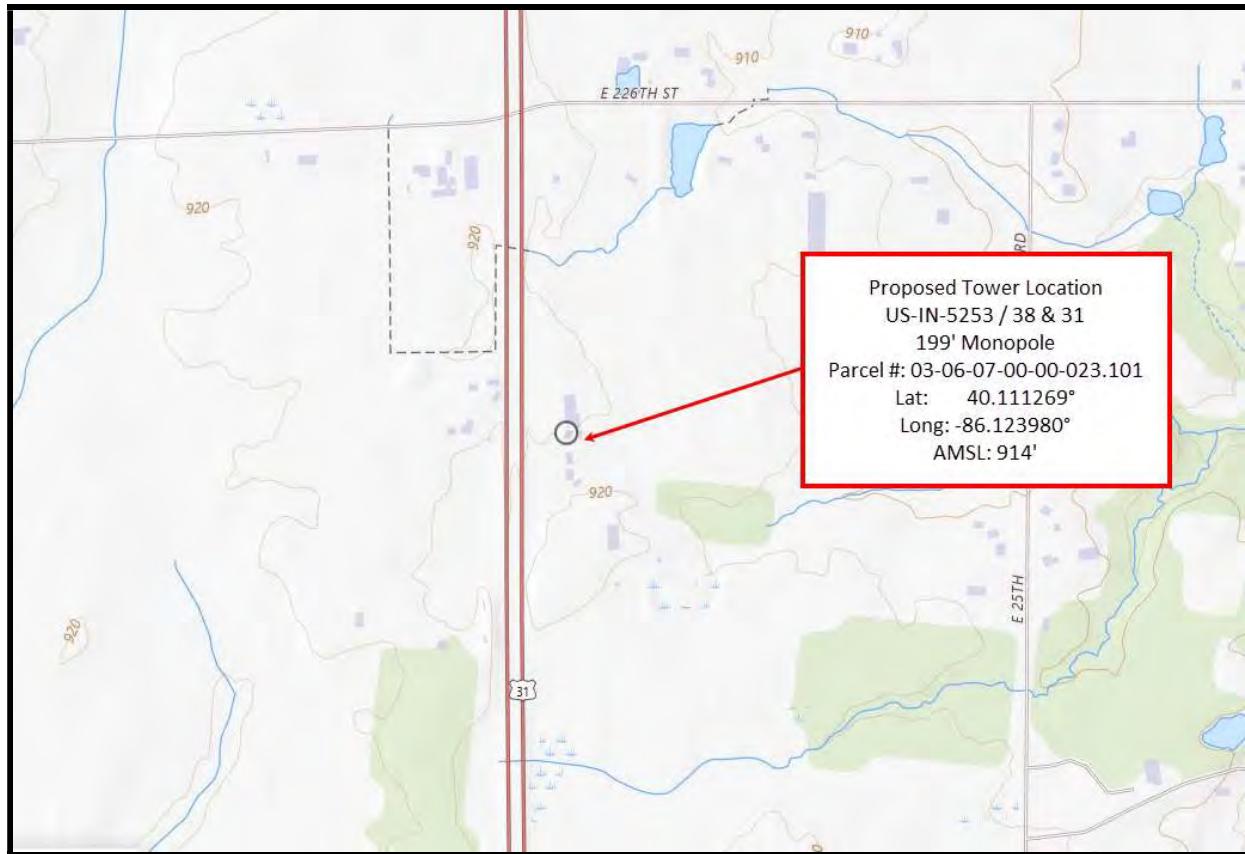
ZONING MAP



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TOPO MAP



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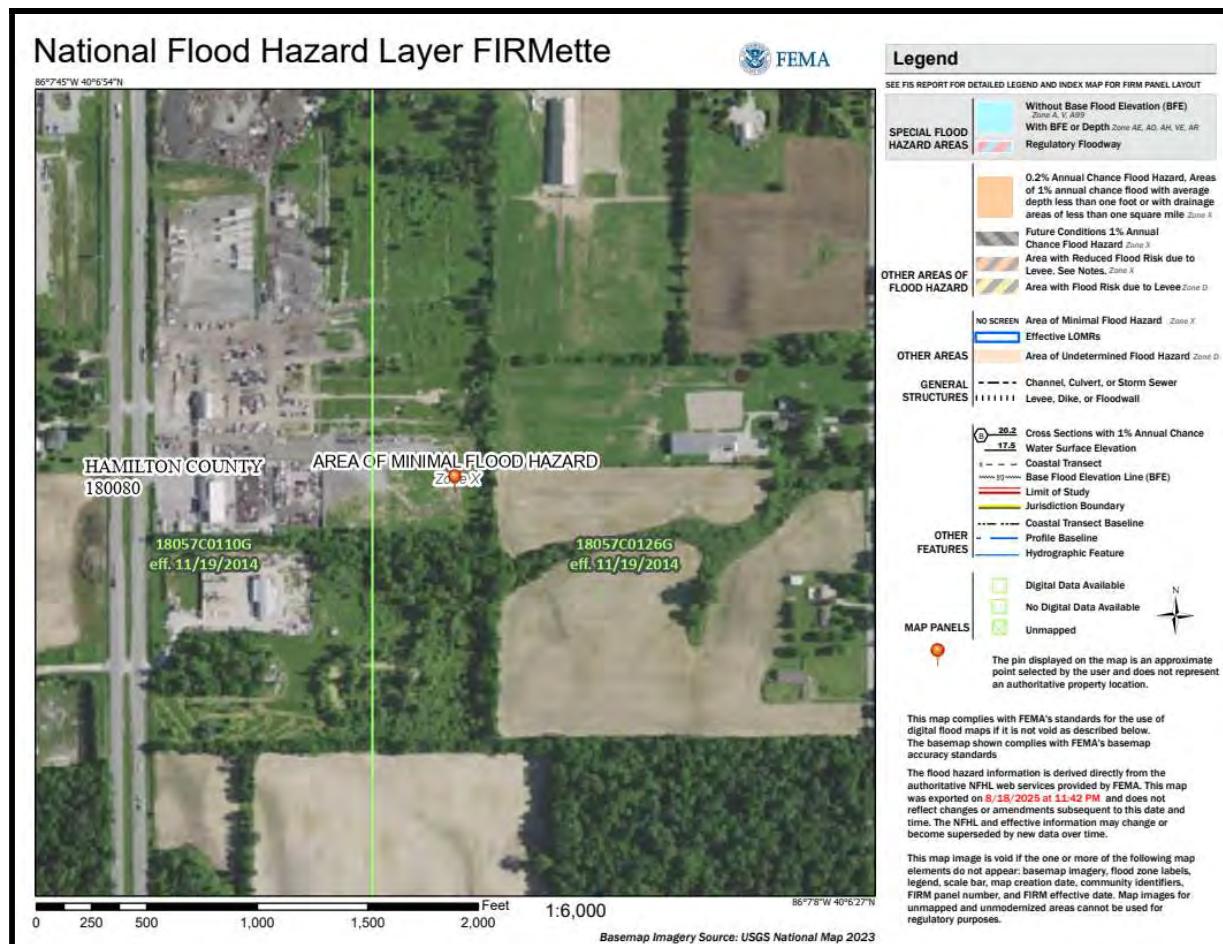
WETLANDS MAP



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FEMA FLOOD MAP



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MAP OF STRUCTURES WITHIN 500' OF PROPOSED TOWER



There are no structures within 500' of the proposed tower.

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Kimley » Horn



EXHIBIT #4

VERIZON STATEMENT OF NEED & RF PROPAGATION MAPS

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July 17th, 2025

TO: Cicero / Jackson Township Board of
Zoning Appeals

RE: Proposed Verizon Communications Facility

Site Name: GN 38 and 31

Type of Tower: New 195ft Self-support Tower

Nearest Address: 22271 US Highway 31 Suite 100, Cicero, IN 46024

To whom it may concern:

As a radio frequency engineer for Verizon, I am providing this letter to state the need for the proposed Verizon site called GN 38 and 31 (“Proposed Site”) in Cicero, Indiana at the total requested height of 195 feet. The Proposed Site is necessary to improve coverage and offload 4G and 5G data and voice capacity in and around Cicero, Indiana (“Gap Area”). The Proposed Site will offload excess data traffic from the following nearby sites that are currently operating near or at capacity: GN Bakers Corner, GN Mid Morse and GN Hortonville. The Proposed Site will allow Verizon to address an area that is currently experiencing high demand for wireless high-speed data. Growth forecasts in and around the Gap Area have triggered the need for an additional site in order to allow Verizon to provide its customers in the area with the best experience on their existing 4G wireless devices and new 5G mobile and fixed home services. By addressing this need, customers will experience improved access to mobile voice services, enhanced 911 for public safety, and high-speed broadband 4G/5G wireless data services.

The requested overall tower height of 195 feet is the minimum height necessary to provide continuous coverage to the Gap Area and to ensure that the proposed site works well with other existing network sites in the surrounding areas. The proposed 195-foot tower will give Verizon the opportunity for growth on a structurally sound facility and allow for the possibility of new future collocators. A tower with a height less than 195 feet will not provide the coverage and capacity needed, and another new tower would be needed to provide additional coverage and capacity in the near future.

Verizon cares about the communities it serves and prefers to collocate on existing structures when feasible. Here, there are no existing towers in the search area that can provide Verizon the coverage and capacity needed in the Gap Area. Although there is an existing 250-foot tower owned by “SST STC Five, LLC” located at 40°-7'-22.4214" N 86° 7' 36.138" W (NAD 83), this tower is located too far north of the Gap Area and therefore will not provide the coverage and capacity needed there. Further, as shown on the enclosed propagation maps, this tower is located too close to existing Verizon facilities and therefore would cause increased interference on the north side of Verizon’s network. If the proposed tower is not approved, Verizon will be prohibited from providing service to its customers in the Gap Area.

The Proposed Site has been designed, and will be constructed and operated in a manner that satisfies regulations and requirements of all applicable governmental agencies that have been charged with regulating tower specifications, operation, construction, and placement, including the FAA and FCC.

RF emission readings at the Proposed Site in the accessible areas would be well below the applicable limits for FCC Uncontrolled/General Population and FCC Controlled/Occupational environments as outlined in 47 CFR 1.1301 through 1.1319. The site would carry appropriate RF emission signage to the public entering the site area.

This Proposed Site would transmit frequencies within the licensed frequency bands and the power limitations set by FCC regulatory authority. The Proposed Site will go through a complete rigorous regulatory process before it comes on-air to provide service to our customers.

Verizon currently holds multiple FCC licenses in Hamilton County in order to provide multiple forms of wireless services to its current and prospective customers.

Sincerely,



Jessica Maldonado

RF Engineer, Verizon



July 17th, 2025

RE: Cicero / Jackson Township BZA ----- Zoning Plots; Site Name: GN 38 and 31

To Whom It May Concern:

This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage of the network and is intended to provide a relative comparison of coverage. The depictions of coverage do not guarantee service availability as there are many factors that can influence coverage and service availability. These factors vary from location to location and change over time. The coverage areas may include locations with limited or no coverage. Even within a coverage area shown, there are many factors, including but not limited to, usage volumes, service, outage, customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service.

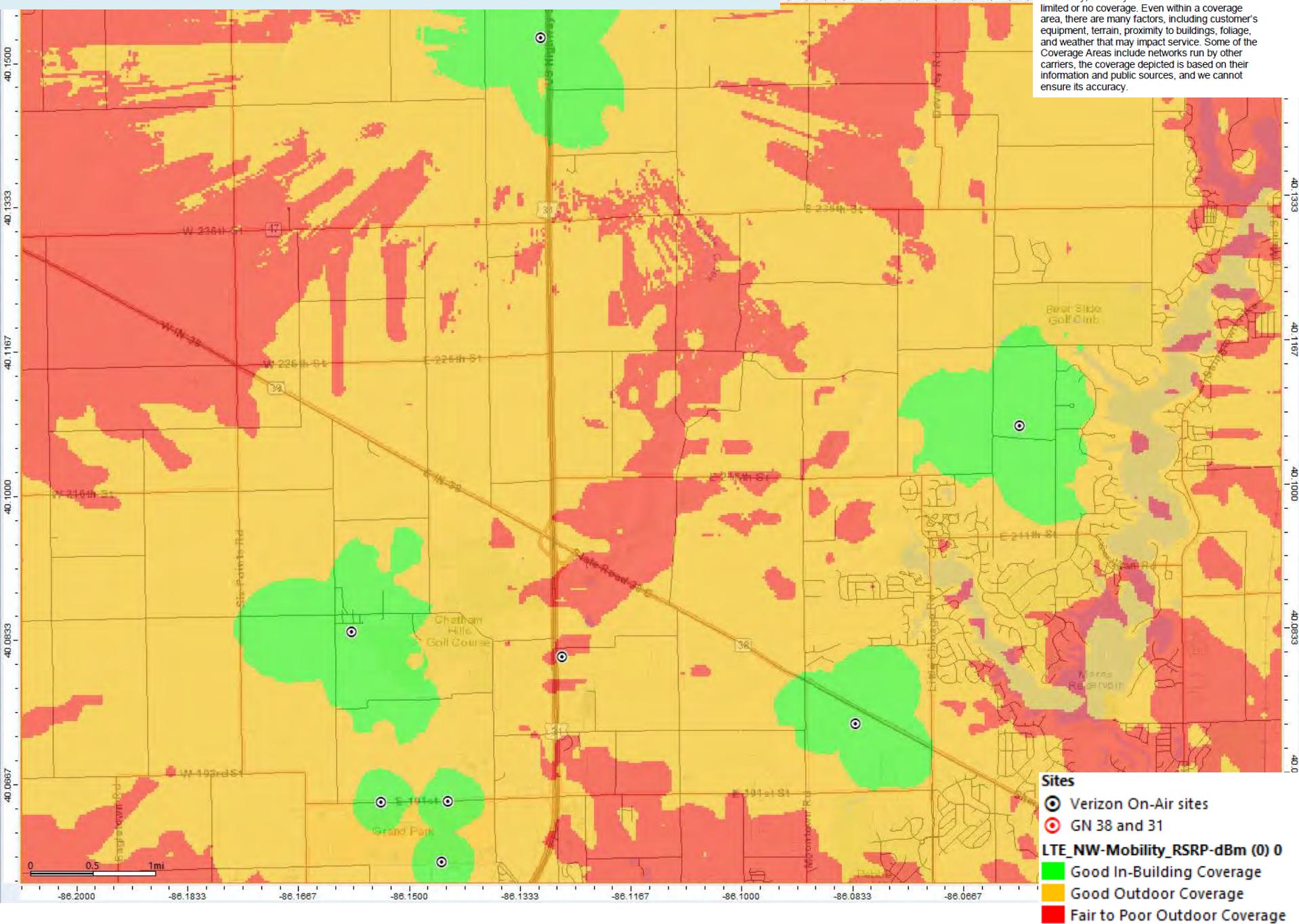
The proposed site is needed to offload capacity from existing sites. The maps also reflect the predicted coverage area that will be offloaded from existing sites and transferred to the proposed site.

Sincerely,

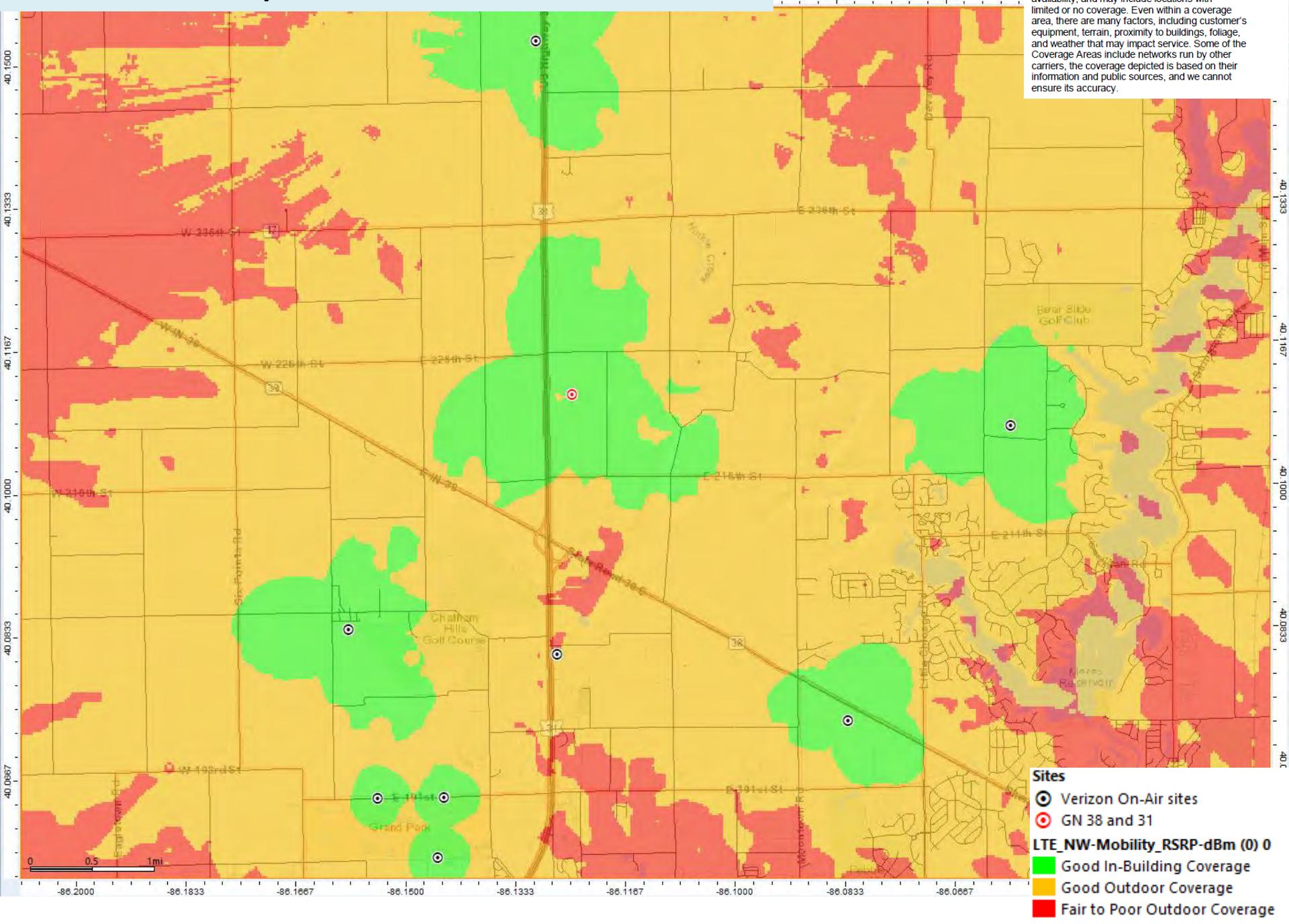
Jessica Maldonado
RF Engineer, Verizon Wireless

GN 38 and 31 - Current 700 LTE RSRP

These coverage maps depict predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service. Some of the Coverage Areas include networks run by other carriers, the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy.



GN 38 and 31 - Proposed 700 LTE RSRP



700 LTE RSRP – Considering SST STC Five, LLC tower

-86.0833 -86.0567

These coverage maps depict predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service. Some of the Coverage Areas include networks run by other carriers, the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy.

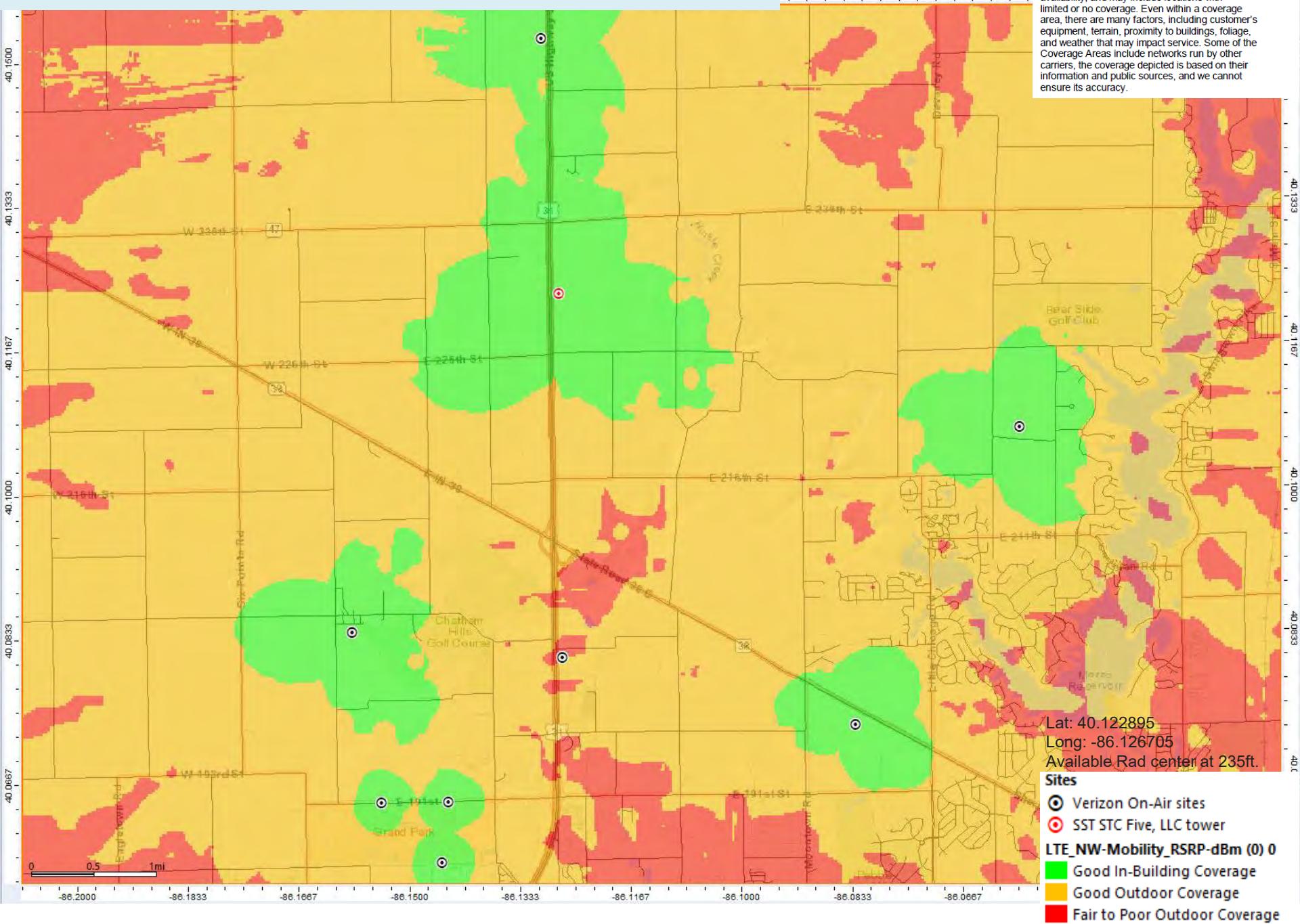


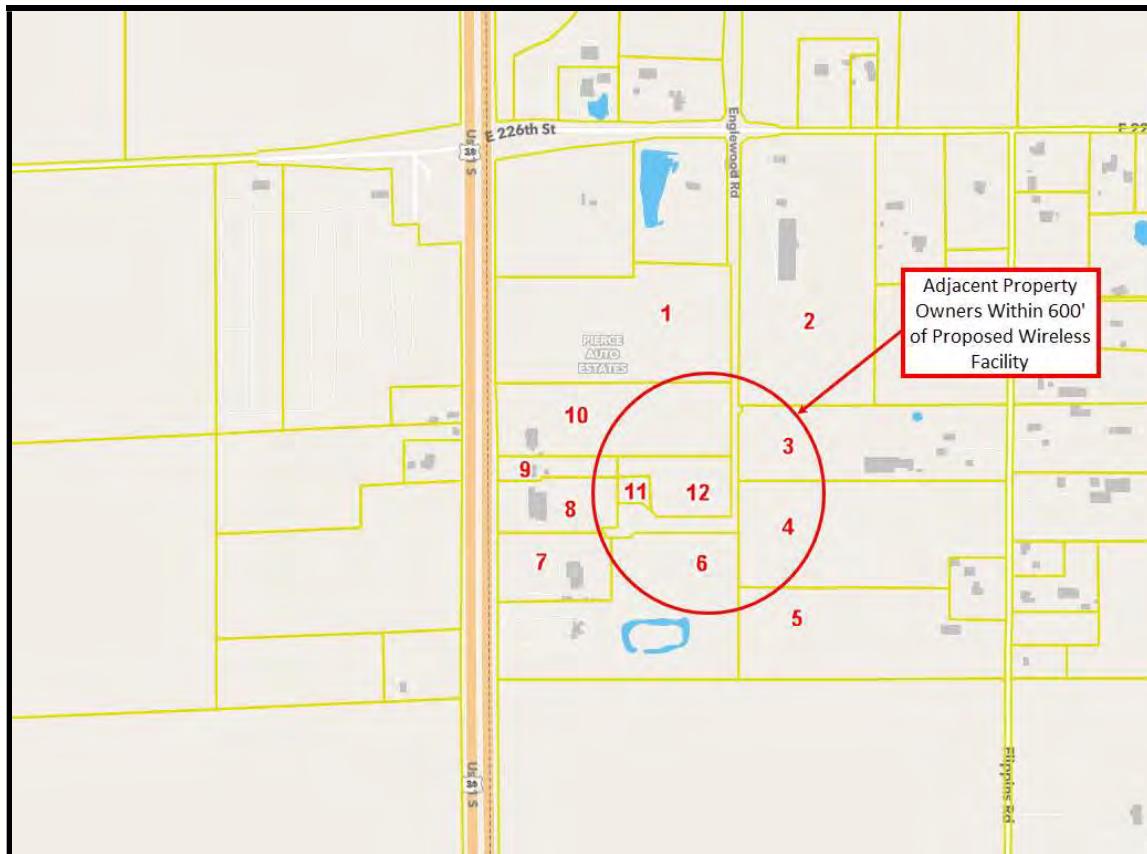


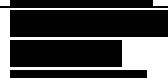
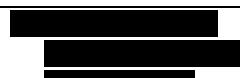
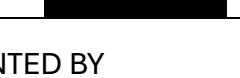
EXHIBIT #5

NOTIFICATIONS – LIST OF PROPERTY OWNER'S WITHIN 600'

PRESENTED BY

Kimley»Horn



1.		
2.		
		
		
		
		
		
		
		
		
		
		

PRESENTED BY

Kimley»Horn



EXHIBIT #6

REDACTED LEASE AGREEMENT

PRESENTED BY

Kimley»Horn

Landlord:

Eric's Storage, LLC

[REDACTED]

Tenant:

The Towers, LLC

[REDACTED]

Boca Raton, Florida 33487

Site #: US-IN-5253

Site Name: 38 & 31

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "Agreement") is made this 3rd day of January, 2025 (the "Effective Date") by and between **Eric's Storage, LLC**, an Indiana limited liability company, ("Landlord"), whose address is [REDACTED] and **The Towers, LLC**, a Delaware limited liability company, known in the State of Indiana as **The Towers of Indiana, LLC** ("Tenant"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Hamilton, in the State or Commonwealth of Indiana, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "Property"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 10,000 square feet and to obtain easements for landscape buffer, utilities and access (collectively, the "Premises"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the "Option") during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant's permitted use under this Agreement, all at Tenant's expense. Tenant shall be authorized to apply for the Government Approvals on

behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) days of the full execution of this Agreement. The Option Period will be for a term of four (4) years from the Effective Date (the "Option Period").

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "Notice of Exercise of Option"). The Notice of Exercise of Option shall set forth the commencement date (the "Commencement Date") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "Initial Term").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant's intent not to renew. For purposes of this Agreement, "Term" shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT.

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("Rent Commencement Date"), Tenant shall pay to Landlord a monthly rent payment of [REDACTED] ("Rent") at the address set forth in Section 29 below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Starting with the second (2nd) Broadband Carrier, and each additional Broadband Carrier thereafter, Tenant's monthly Rent due hereunder shall increase by [REDACTED] per month for each such additional Broadband Carrier (each a "Revenue Share Fee"), subject to the following terms and conditions. The applicable Revenue Share Fee shall commence on the first day of the month following the date that the second (2nd) Broadband Carrier (and each additional Broadband Carrier thereafter) commences rental payments to Tenant under its respective sublease. The Revenue Share Fee shall only be due and payable in the event there are two (2) or more Broadband Carriers. If at any time subsequent to the addition of a second (2nd) Broadband Carrier the number of Broadband Carriers is reduced to one (1) Broadband Carrier, then no Revenue Share Fee shall be due and payable. Notwithstanding

anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by Tenant to Landlord hereunder during the term of such Broadband Carrier's sublease agreement and for so long as such Broadband Carrier is actually paying to Tenant the requisite rental set forth therein. For purposes herein, the term "**Broadband Carrier**" shall mean Verizon, AT&T, Dish, and T-Mobile and such similar national broadband carriers.

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. USE. The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

6. ACCESS AND UTILITIES. During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or

private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLICENSE. Tenant may transfer or assign this Agreement to Tenant's Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "**Permitted Assignment**"). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant

for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall

include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the “**Minimum Terms**”). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant’s election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant’s purchase election notice; (b) given Landlord’s direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant’s rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant’s payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant’s continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer (“**Permitted Sale**”). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant’s waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord’s and Tenant’s respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with

reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a “**Landlord Mortgage**”), Landlord, within fifteen (15) days following Tenant’s request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an “**SNDA**”) in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord’s interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER’S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord’s best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant’s and licensee’s right to continue to occupy its premises as provided above.

(b) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant’s interest in this Agreement, the Communications Facilities and/or leasehold estate in the Premises (a “**Tenant Mortgage**”) and Landlord consents to the granting by Tenant of a lien and security interest in Tenant’s interest in this Agreement and/or leasehold estate of the Premises and all of Tenant’s personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any such lender of Tenant (“**Lender**”) of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure. The term “**Lender**” as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this

Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

Eric's Storage, LLC

██
Noblesville, Indiana 46060

If to Tenant:

The Towers, LLC
750 Park of Commerce Drive,
Suite 200
Boca Raton, Florida 33487
Ref: US-IN-5253
Attn: VP Asset Management

If to Lender:

Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

With a copy to: General Counsel

30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition, Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option to Lease or Memorandum of Lease.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:	LANDLORD:
Name: _____	Eric's Storage, LLC, an Indiana limited liability company
Name: _____	By: <u>GARY PIERCE</u>
Name: _____	Name: <u>Gary Pierce</u>
	Title: <u>Member</u>
	Date: <u>12/23/24</u>

STATE OF Indiana

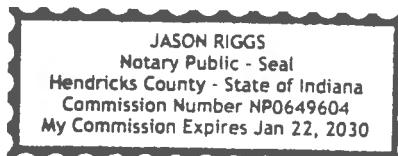
COUNTY OF Hamilton

Before me, the undersigned, a Notary Public, in and for said County and State, this 23rd day of December, 20 24, personally appeared Gary Pierce (name of signatory), Member (title of signatory) of Eric's Storage, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

Notary Public

Print Name: Jason Riggs

My Commission Expires: 1-22-30



(Tenant signature page to Option and Lease Agreement)

WITNESSES:	TENANT:
<u>Edward Davis</u> Name: <u>Edward Davis</u>	<u>The Towers, LLC</u> a Delaware limited liability company <u>Tim Divine</u> By: <u>Tim Divine</u>
<u>Sandra Marquardt</u> Name: <u>Sandra Marquardt</u>	Name: <u>Tim Divine</u> Title: <u>VPIT</u> Date: <u>11/3/2025</u>

STATE OF FLORIDA

COUNTY OF PALM BEACH

Leasing Ops DS
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Before me, the undersigned, a Notary Public, in and for said County and State, this 3rd day of January, 2025, personally appeared Tim Divine (name of signatory), VPIT (title of signatory) of The Towers, LLC, and acknowledged the execution of the foregoing instrument.

Elise Reichbach
 Notary Public

 Print Name: Elise Reichbach

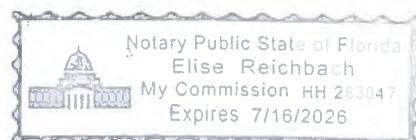
 My Commission Expires: 7/16/2026


EXHIBIT 1

Legal Description of the Property (Parent Parcel) (may be updated by Tenant upon receipt of final legal description from title)

Lot#4 in the Re-Plat of the Re-Plat of Pierce Auto Estates, as per Plat recorded September 15, 2020 as Instrument Number 2020063835, in the Office of the Recorder of Hamilton County, Indiana.

Excepting therefrom:

A part of the Northwest Quarter of Section 7, Township 19 North, Range 4 East, Hamilton County, Indiana, being a portion of Lot 4 of the Re-Plat of the Re-Plat of Pierce Auto Estates, recorded as Instrument Number 2020063835 (all referenced documents are recorded in the Office of the Recorder of said County), and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-Of-Way Parcel Plat marked Exhibit "B", more particularly described as follows: Commencing at the northeast corner of said Lot 4; thence South 0 degrees 01 minute 50 seconds West (bearings based on the Location Control Route Survey Plat for this project, recorded as Instrument Number 2021048986) 294.20 feet along the east line of said Lot 4 to the point designated as "5750" on said Parcel Plat, being the point of beginning; thence continue South 00 degrees 01 minute 50 seconds West 2.26 feet along said east line; thence South 45 degrees 18 minutes 08 seconds West 71.18 feet along the southeastern line of said Lot4; thence South 89 degrees 56 minutes 15 seconds West 500.96 feet along the southernmost line of said Lot 4 to an east line of Lot 2 of the Re-Plat of Pierce Auto Estates, recorded as Instrument Number 2017022872; thence North 0 degrees 01 minute 48 seconds East 122.38 feet along said east line to the point designated as "5753" on said Parcel Plat; thence North 89 degrees 56 minutes 58 seconds East 120.17 feet to the point designated as "5752" on said Parcel Plat; thence South 45 degrees 03 minutes 02 seconds East 98.99 feet to the point designated as "5751" on said Parcel Plat; thence North 89 degrees 56 minutes 58 seconds East 361.26 feet to the point of beginning and containing 0.883 acres, more or less.

Parcel ID No.: 03-06-07-00-00-023.101

This being the same property conveyed to Erics Storage LLC from Lincoln Transportation LLC who inadvertently took title as Lincoln Transportation in a Warranty Deed dated August 15, 2024 and recorded August 19, 2024 in Hamilton County, Indiana.

**The legal description provided herein includes Parcel ID 29-06-07-000-023.111-008, but it is not intended to be included in this report.

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)



EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
[REDACTED]

Boca Raton, Florida 33487
Attn: General Counsel

Site Name: 38 & 31
Site Number: US-IN-5253
Commitment #: VTB-188102-C

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease (this "Memorandum") evidences an Option and Lease Agreement (the "Agreement") between **Eric's Storage, LLC**, an Indiana limited liability company ("Landlord"), whose address is [REDACTED], Noblesville, Indiana 46060, and **The Towers, LLC**, a Delaware limited liability company, known in the State of Indiana as The Towers of Indiana, LLC ("Tenant"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, dated January 3rd, 2025 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in **Exhibit A** attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "Option"). The Option commenced as of the Effective Date and shall continue in effect for a period of four (4) years from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:	LANDLORD:
Name: _____	Eric's Storage, LLC an Indiana limited liability company
Name: _____	By: <u>Gary Pierce</u>
Name: _____	Name: <u>Gary Pierce</u>
	Title: <u>Member</u>
	Date: <u>12/23/24</u>

STATE OF Indiana

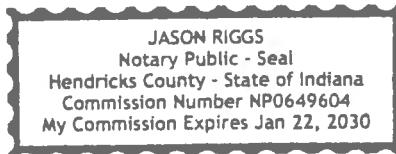
COUNTY OF Hamilton

Before me, the undersigned, a Notary Public, in and for said County and State, this 23rd day of December, 20 24, personally appeared Gary Pierce (name of signatory), Member (title of signatory) of Eric's Storage, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

Notary Public

Print Name: Jason Riggs

My Commission Expires: 1-27-30



(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES: <p><u>Edward Davis</u> Name: <u>Edward Davis</u></p> <p><u>Sandra Marguardt</u> Name: <u>Sandra Marguardt</u></p>	TENANT: <p>The Towers, LLC a Delaware limited liability company</p> <p>By: <u>Tina Shine</u></p> <p>Name: <u>Tina Shine</u></p> <p>Title: <u>GRVPI</u></p> <p>Date: <u>1/13/2025</u></p>
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STATE OF FLORIDA

Leasing Ops LG

COUNTY OF PALM BEACH

Before me, the undersigned, a Notary Public, in and for said County and State, this 3rd day of January, 2005, personally appeared Tina Shine (name of signatory), GRVPI (title of signatory) of The Towers, LLC, and acknowledged the execution of the foregoing instrument.

Elise Reichbach
Notary Public

Print Name: Elise Reichbach
My Commission Expires: 7/16/2026

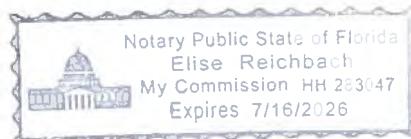


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property
(may be updated by Tenant upon receipt of final legal description from title)

Lot#4 in the Re-Plat of the Re-Plat of Pierce Auto Estates, as per Plat recorded September 15, 2020 as Instrument Number 2020063835, in the Office of the Recorder of Hamilton County, Indiana.

Excepting therefrom:

A part of the Northwest Quarter of Section 7, Township 19 North, Range 4 East, Hamilton County, Indiana, being a portion of Lot 4 of the Re-Plat of the Re-Plat of Pierce Auto Estates, recorded as Instrument Number 2020063835 (all referenced documents are recorded in the Office of the Recorder of said County), and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-Of-Way Parcel Plat marked Exhibit "B", more particularly described as follows: Commencing at the northeast corner of said Lot 4; thence South 0 degrees 01 minute 50 seconds West (bearings based on the Location Control Route Survey Plat for this project, recorded as Instrument Number 2021048986) 294.20 feet along the east line of said Lot 4 to the point designated as "5750" on said Parcel Plat, being the point of beginning; thence continue South 00 degrees 01 minute 50 seconds West 2.26 feet along said east line; thence South 45 degrees 18 minutes 08 seconds West 71.18 feet along the southeastern line of said Lot 4; thence South 89 degrees 56 minutes 15 seconds West 500.96 feet along the southernmost line of said Lot 4 to an east line of Lot 2 of the Re-Plat of Pierce Auto Estates, recorded as Instrument Number 2017022872; thence North 0 degrees 01 minute 48 seconds East 122.38 feet along said east line to the point designated as "5753" on said Parcel Plat; thence North 89 degrees 56 minutes 58 seconds East 120.17 feet to the point designated as "5752" on said Parcel Plat; thence South 45 degrees 03 minutes 02 seconds East 98.99 feet to the point designated as "5751" on said Parcel Plat; thence North 89 degrees 56 minutes 58 seconds East 361.26 feet to the point of beginning and containing 0.883 acres, more or less.

Parcel ID No.: 03-06-07-00-00-023.101

This being the same property conveyed to Erics Storage LLC from Lincoln Transportation LLC who inadvertently took title as Lincoln Transportation in a Warranty Deed dated August 15, 2024 and recorded August 19, 2024 in Hamilton County, Indiana.

****The legal description provided herein includes Parcel ID 29-06-07-000-023.111-008, but it is not intended to be included in this report.**

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
[REDACTED]

Boca Raton, Florida 33487
Attn: General Counsel

Site Name: 38 & 31
Site Number: US-IN-5253
Commitment #: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") evidences a Lease Agreement (the "Lease") between **Eric's Storage, LLC**, an Indiana limited liability company ("Landlord"), whose address is [REDACTED] Noblesville, Indiana 46060, and **The Towers, LLC**, a Delaware limited liability company, known in the State of Indiana as The Towers of Indiana, LLC ("Tenant"), whose address is [REDACTED] Boca Raton, Florida 33487, dated the 3rd day of January, 2025 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE
as of the date last signed by a party hereto.

WITNESSES:	LANDLORD:
Name: _____	Eric's Storage, LLC an Indiana limited liability company
Name: _____	By: <u>Gary Pierce</u>
Name: _____	Name: <u>Gary Pierce</u>
	Title: <u>Member</u>
	Date: <u>12/23/24</u>

STATE OF Indiana

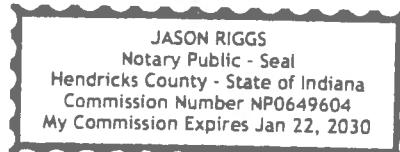
COUNTY OF Hamilton

Before me, the undersigned, a Notary Public, in and for said County and State, this 23rd day of December, 2024, personally appeared Gary Pierce (name of signatory), Member (title of signatory) of Eric's Storage, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

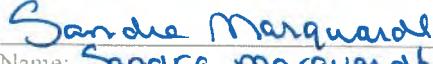

Notary Public

Print Name: Jason Riggs

My Commission Expires: 1-22-30



(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:	TENANT:
 Name: <u>Edward Davis</u>	The Towers, LLC a Delaware limited liability company  By: <u>Jin Sine</u>
 Name: <u>Sandra Marquardt</u>	Name: <u>Jin Sine</u> Title: <u>VP IT</u> Date: <u>13/2025</u>

STATE OF FLORIDA

Leasing Ops 

COUNTY OF PALM BEACH

Before me, the undersigned, a Notary Public, in and for said County and State, this 3rd day of January, 2005, personally appeared Jin Sine (name of signatory), VP IT (title of signatory) of The Towers, LLC, and acknowledged the execution of the foregoing instrument.



Notary Public

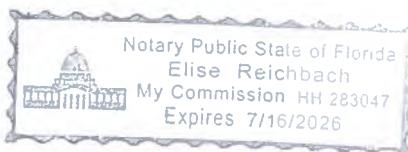
Print Name: Elise ReichbachMy Commission Expires: 7/16/2026

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

Lot#4 in the Re-Plat of the Re-Plat of Pierce Auto Estates, as per Plat recorded September 15, 2020 as Instrument Number 2020063835, in the Office of the Recorder of Hamilton County, Indiana.

Excepting therefrom:

A part of the Northwest Quarter of Section 7, Township 19 North, Range 4 East, Hamilton County, Indiana, being a portion of Lot 4 of the Re-Plat of the Re-Plat of Pierce Auto Estates, recorded as Instrument Number 2020063835 (all referenced documents are recorded in the Office of the Recorder of said County), and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-Of-Way Parcel Plat marked Exhibit "B", more particularly described as follows: Commencing at the northeast corner of said Lot 4; thence South 0 degrees 01 minute 50 seconds West (bearings based on the Location Control Route Survey Plat for this project, recorded as Instrument Number 2021048986) 294.20 feet along the east line of said Lot 4 to the point designated as "5750" on said Parcel Plat, being the point of beginning; thence continue South 00 degrees 01 minute 50 seconds West 2.26 feet along said east line; thence South 45 degrees 18 minutes 08 seconds West 71.18 feet along the southeastern line of said Lot4; thence South 89 degrees 56 minutes 15 seconds West 500.96 feet along the southernmost line of said Lot 4 to an east line of Lot 2 of the Re-Plat of Pierce Auto Estates, recorded as Instrument Number 2017022872; thence North 0 degrees 01 minute 48 seconds East 122.38 feet along said east line to the point designated as "5753" on said Parcel Plat; thence North 89 degrees 56 minutes 58 seconds East 120.17 feet to the point designated as "5752" on said Parcel Plat; thence South 45 degrees 03 minutes 02 seconds East 98.99 feet to the point designated as "5751" on said Parcel Plat; thence North 89 degrees 56 minutes 58 seconds East 361.26 feet to the point of beginning and containing 0.883 acres, more or less.

Parcel ID No.: 03-06-07-00-00-023.101

This being the same property conveyed to Erics Storage LLC from Lincoln Transportation LLC who inadvertently took title as Lincoln Transportation in a Warranty Deed dated August 15, 2024 and recorded August 19, 2024 in Hamilton County, Indiana.

**The legal description provided herein includes Parcel ID 29-06-07-000-023.111-008, but it is not intended to be included in this report.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area



EXHIBIT #7

REPORTS

FALL ZONE LETTER

TOWER & FOUNDATION REPORT

(T&F to be Provided Prior to Building Permit Issuance)

PRESENTED BY

Kimley»Horn

July 29, 2025

Mr. Jeff Blume
The Towers, LLC

RE: Proposed 195' Sabre Monopole for US-IN-5253 38 & 31, IN

Dear Mr. Blume,

Upon receipt of order, we propose to design and supply a monopole for the above referenced project for a Basic Wind Speed of 106 mph with no ice and 40 mph with 2" ice, Risk Category II, Exposure Category C and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures", to support (3) wireless carriers.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. This would effectively result in a fall radius of 100 feet or less at ground level. *Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Industries.*

Sincerely,

Keith J. Tindall, P.E., S.E.
Vice President, Telecom Engineering

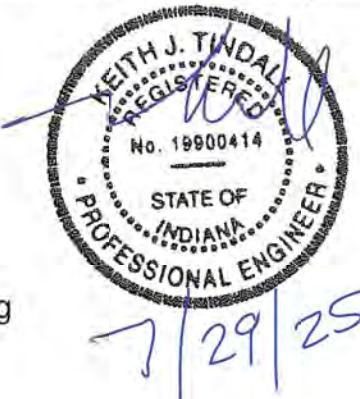




EXHIBIT #8

ZONING DRAWINGS

PRESENTED BY

Kimley»Horn



750 PARK OF COMMERCE DRIVE
SUITE 200, BOCA RATON, FL 33487

NEW 195'-0" MONOPOLE TOWER
w/ 4' LIGHTNING ROD
TOTAL TOWER HEIGHT 199'-0"

TOWER OWNER SITE
38 & 31
SITE #: US-IN-5253

VERIZON WIRELESS SITE
GN 38 and 31
PROJECT #: 16857609
MARKET ID: 229
MDG #: 5000929123

SITE ADDRESS
22271 US HIGHWAY 31 N
CICERO, IN 46024
HAMILTON COUNTY
E911 ADDRESS:

TOWER OWNER
VERTICAL BRIDGE
750 PARK OF COMMERCE
DRIVE, SUITE 200
BOCA RATON, FL 33487
CONTACT: GRETCHEN BLANTON
PHONE: 765-208-5373
E-MAIL:
gretchen.blanton@verticalbridge.com

PROPERTY OWNER
GARY PIERCE
CONTACT: GARY PIERCE
PHONE: 765-208-5373

POLICE
WESTFIELD POLICE DEPARTMENT
PHONE: 317-804-3200

FIRE
WESTFIELD FIRE DEPARTMENT
PHONE: 317-804-3150

GENERAL INFORMATION
LATITUDE - 40° 06' 40.57" N
LONGITUDE - 86° 07' 26.33" W
1983 (NAD83)

ELEVATION - 914.25 AMSL
1988 (NAVD88)

TOWER OWNER LEASE AREA
100' X 100'
(10,000 SF)

VERIZON WIRELESS LEASE AREA
360 SF

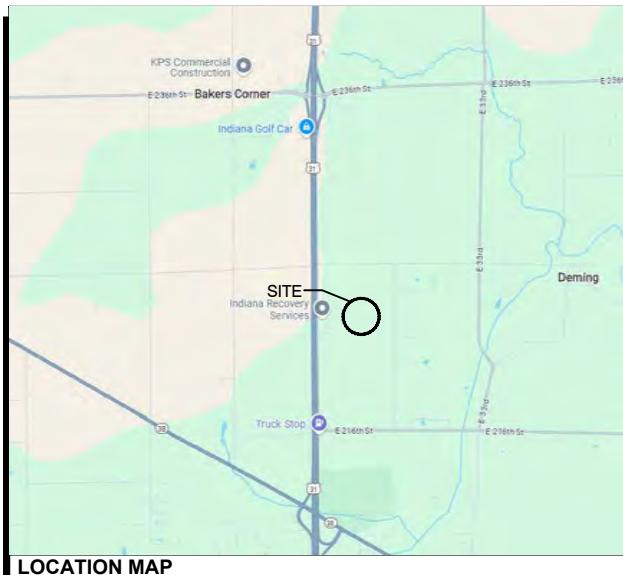
PROJECT TOTAL DISTURBED AREA
COMPOUND: (3,600 SF)=(0.083 ACRE)
ACCESS DRIVE: (3,736 SF)=(0.086 ACRE)
GROSS AREA: (7,336 SF)=(0.17 ACRE)

ALL CONSTRUCTION ITEMS ARE TO BE COMPLETED BY
THE TOWER OWNER GENERAL CONTRACTOR UNLESS
NOTED AS (VZW GC) WHICH SHALL BE COMPLETED
BY THE VERIZON WIRELESS GENERAL CONTRACTOR

PROJECT SUMMARY



PROJECT DESCRIPTION



PROJECT DESCRIPTION:
NOTE: ALL ITEMS WITHIN THESE CONSTRUCTION DOCUMENTS ARE BY TOWER OWNER'S
GENERAL CONTRACTOR AND THEIR SUB-CONTRACTORS UNLESS NOTED AS (VZW GC) WHICH
SHALL INCLUDE VERIZON WIRELESS GENERAL CONTRACTOR AND THEIR SUB-CONTRACTORS.
GENERALLY DESCRIBED BELOW:

BTS COMPANY SCOPE:
• INSTALL A NEW 195'-0" MONOPOLE TOWER w/CABLE SUPPORT AND FOUNDATION
• PURCHASE AND DELIVERY TO SITE OF VZW ANTENNA MOUNTING FRAME ASSEMBLY
• INSTALL A NEW FRESH GRAVEL COMPOUND AND ALL GENERAL SITE CONSTRUCTION ITEMS
• INSTALL A NEW ELECTRICAL SERVICE RUN TO NEW UTILITY H-FRAME
• INSTALL NEW GRAVEL ACCESS DRIVE
• INSTALL NEW TOWER & SITE GROUNDING SYSTEM
• INSTALL NEW VZW SUBSURFACE GROUNDING SYSTEM
• INSTALL NEW VZW CONCRETE EQUIPMENT AND GENERATOR PADS
• INSTALL VZW ICE BRIDGE AND FOUNDATIONS
• INSTALL VZW EQUIPMENT H-FRAME AND FOUNDATIONS
• INSTALL ELECTRICAL SERVICE CONDUIT WITH PULL TAPES FROM ILC ENCLOSURE
• STUB-UP TO UTILITY H-FRAME
• INSTALL NEW CONDUITS WITH PULL TAPES FROM VZW ILC STUB-UP LOCATION TO
THE GENERATOR STUB-UP AT VZW EQUIPMENT PAD
• INSTALL (2) 1-1/4" SMOOTHWALL SDR-11 HDPE FIBER OPTIC CONDUITS w/PULL
TAPES AND TRACER WIRE FROM "VERIZON WIRELESS ONLY" HAND HOLE OUTSIDE
COMPOUND TO VZW EQUIPMENT PAD.
• INSTALL (3) NEW "VERIZON WIRELESS ONLY" 1-1/4" SMOOTHWALL SDR-11 HDPE
FIBER OPTIC CONDUITS WITH PULL TAPES AND TRACER WIRE FROM NEW "VERIZON
WIRELESS ONLY" 24"X36" HAND HOLE OUTSIDE COMPOUND TO NEW "VERIZON
WIRELESS ONLY" 24"X36" HAND HOLE AT R.O.W.
• PERMANENT ELECTRIC POWER MUST BE AVAILABLE FOR VERIZON WIRELESS AT THE
METER BASE PRIOR TO THE SITE BEING RELEASED AS TENANT READY

VERIZON WIRELESS SCOPE (VZW GC):
• INSTALL VZW PREFABRICATED CANOPY AND FOUNDATIONS
• INSTALL VZW ANTENNA MOUNTING SUPPORT STRUCTURE ON TOWER
• INSTALL VZW ANTENNAS, LINES, COAX, GPS ANTENNA AND RADIO EQUIPMENT
• INSTALL EXISTING SUBSURFACE GROUND LEADS TO VZW EQUIPMENT & FACILITIES
• INSTALL NEW ELECTRIC SERVICE CONDUCTORS FROM UTILITY H-FRAME TO VZW ILC
ENCLOSURE
• INSTALL NEW CONDUITS WITH PULL TAPES FROM RF CABINET TO OVP H-FRAME LIT
FIBER LOCATION
• INSTALL NEW CONDUITS AND CIRCUITS FROM VZW ILC ENCLOSURE TO EQUIPMENT
ENCLOSURES AT VZW EQUIPMENT PAD
• INSTALL VZW GENERATOR CIRCUITS FROM VZW ILC & EQUIPMENT ENCLOSURES TO
VZW GENERATOR
• INSTALL NEW OUTDOOR OVPs AND CABLING ON VERIZON EQUIPMENT H-FRAME

38 & 31 US-IN-5253

22271 US HIGHWAY 31 N

CICERO, IN 46024

HAMILTON COUNTY

TENANT: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
"GN 38 and 31"



750 PARK OF COMMERCE DRIVE
SUITE 200, BOCA RATON, FL 33487

PLANS PREPARED BY:



500 E 96TH STREET
SUITE 300
INDIANAPOLIS, IN 46240

REV: _____ DATE: _____ DESCRIPTION: _____ BY: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
A 07/21/25	ISSUED FOR ZONING
GP	_____

DRAWN BY: _____ CHECKED BY: _____
GP JR
KHA PROJECT NUMBER: 180052000.1.107
ENGINEER SEAL: _____



SCAN QR CODE FOR
DIRECTIONS TO SITE

DIRECTIONS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH
THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL
GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT
WORK NOT CONFORMING TO THESE CODES.

BUILDING CODE 2014 INDIANA BUILDING CODE (IBC 2012)
STRUCTURAL CODE TIA/EIA-222 - REVISION G
MECHANICAL CODE 2014 INDIANA MECHANICAL CODE (IMC 2012)
PLUMBING CODE 2012 INDIANA PLUMBING CODE (IPC 2006)
ELECTRICAL CODE 2008 NATIONAL ELECTRICAL CODE (NEC) - NFPA 70
FIRE/LIFE SAFETY CODE 2014 INDIANA FIRE CODE (2012 IFC)
ENERGY CODE 2010 INDIANA ENERGY CODE ASHRAE 90.1-200 (COMMERCIAL)
GAS CODE 2014 INDIANA FUEL GAS CODE (IFGC 2012)

ACCESSIBILITY REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS
REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2012 IBC BUILDING CODE.

APPLICABLE CODES

<u>SURVEYOR</u> BENCHMARK SERVICES, INC. PHONE: _____	<u>ARCHITECTURAL</u> KIMLEY-HORN AND ASSOCIATES 500 EAST 96TH STREET INDIANAPOLIS, IN 46240 CONTACT: JASON RIGGS PHONE: 317-505-0681 EMAIL: Jason.riggs@kimley-horn.com
---	---

<u>ELECTRICAL</u> DUKE ENERGY CONTACT: PHONE: EMAIL: _____
--

CONSULTANT TEAM



Sheet Number Description
T-1 PROJECT INFORMATION, SITE MAPS,
SHEET INDEX
SURVEY PLAN (4 PAGES)

CIVIL
C-1 OVERALL SITE PLAN
C-2 GRADING AND E&S CONTROL PLAN
C-3 DETAILED SITE PLAN
C-4 DIMENSIONED SITE PLAN

LANDSCAPE
L-1 LANDSCAPE PLAN DETAILS & NOTES

SITE DETAILS
D-1 FENCE DETAILS AND NOTES

TOWER ELEVATION
TE-1 TOWER ELEVATION

PROJECT INFORMATION:
US-IN-5253
5000929123
22271 US HIGHWAY 31 N
CICERO, IN 46024
HAMILTON COUNTY

SHEET TITLE: _____
TITLE SHEET
SHEET NUMBER: _____
T-1 ZD

FLOOD DATA

THIS PROPERTY APPEARS TO BE IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 18057C0126G WHICH HAS AN EFFECTIVE DATE OF NOVEMBER 19, 2014.

NOTE: FLOOD ZONE INFORMATION SHOWN HEREON IS BASED ON INFORMATION FROM A FEMA SCALED MAP AND GPS OBSERVATION.



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE BY ME OR UNDER MY SUPERVISION AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Ralph M. Wallem

RALPH M. WALLEM

PLS NO. IN LS S80040185

CENTER OF TOWER COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 40°06'40.57" N
(40.11126990)
LONGITUDE: 86°07'26.33" W
(-86.12398098)
NAVD 1988
ELEVATION 914.25 AMSL

Kimley Horn

500 EAST 96TH STREET
INDIANAPOLIS, IN 46240
PHONE: (317) 218-9560

THE TOWERS, LLC

verticalbridge

750 PARK OF COMMERCE DRIVE
SUITE 200
BOCA RATON, 33487

BENCHMARK SERVICES, INC.

Consulting Engineers
Land Surveyors
318 North Main Street
Huntingburg, IN 47542
(812) 683-3049
benchmark@mw.twcbc.com

SITE ID:
US-IN-5253

SITE NAME:
38 & 31

PARCEL ID NUMBER:
03-06-07-00-00-023.101

LANDOWNER:
ERIC'S STORAGE, LLC
22271 US HWY 31 N
CICERO, IN 46034

SITE ADDRESS:
22271 US HWY 31 N
CICERO, IN 46034

LEASE AREA:
10000 SQ. FT.

DEED BOOK-PAGE
2024030985

COUNTY:
HAMILTON COUNTY

LATITUDE: 40°06'40.57" N
LONGITUDE: 86°07'26.33" W

DWG BY: GVW **CHKD BY:** RMW **DATE:** 3.13.25

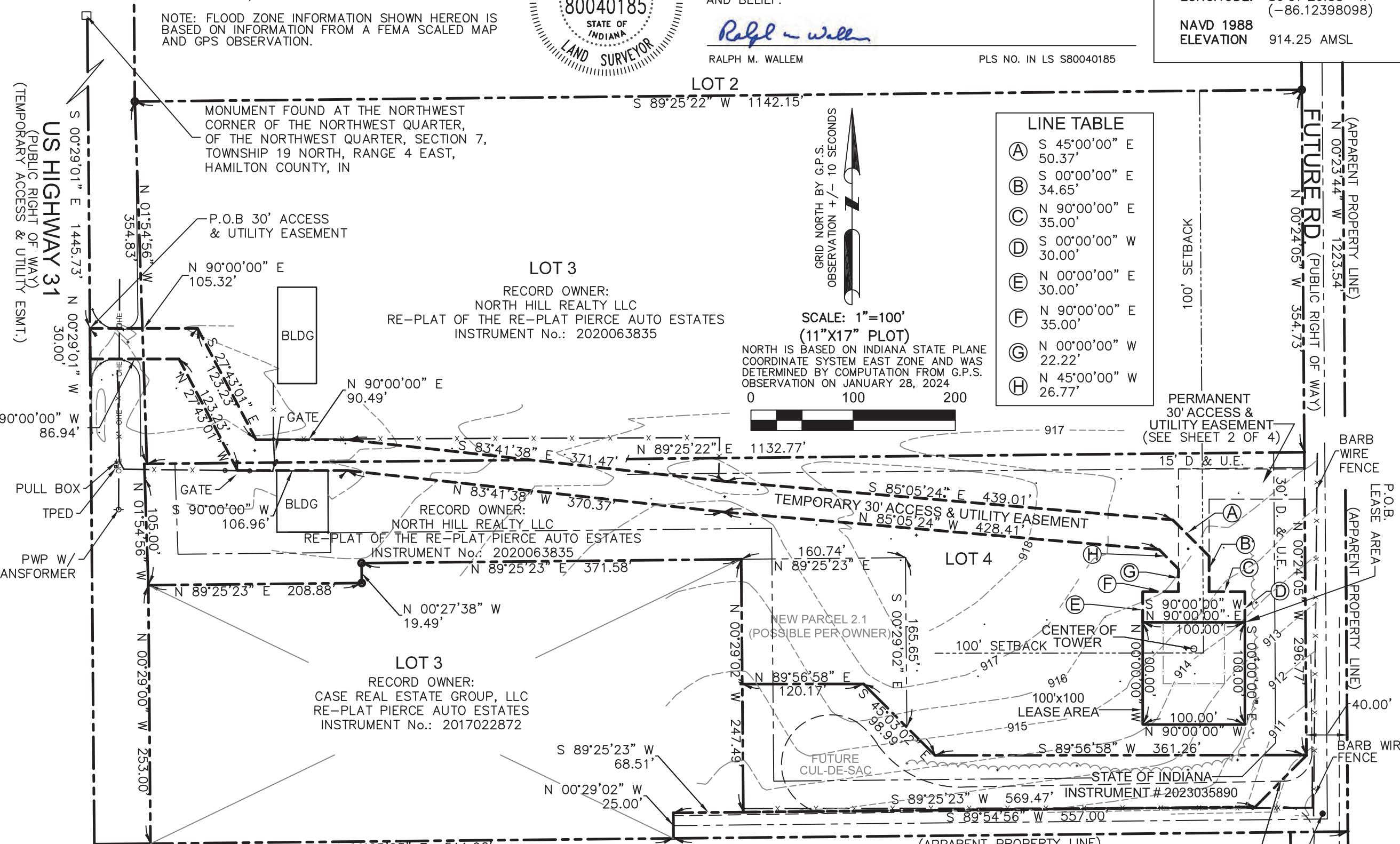
NO. **REVISION/ISSUE** **DATE:**

1. MOVE LEASE 3.25.25
2. MOVE TOWER REVIEW TITLE 6.25.25

TITLE:
SURVEY PLAN

SHEET:

1 OF 4



NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

SITE ID:
US-IN-5253SITE NAME:
38 & 31PARCEL ID NUMBER:
03-06-07-00-00-023.101LANDOWNER:
ERIC'S STORAGE, LLC
22271 US HWY 31 N
CICERO, IN 46034SITE ADDRESS:
22271 US HWY 31 N
CICERO, IN 46034LEASE AREA:
10000 SQ. FT.DEED BOOK-PAGE
2024030985COUNTY:
HAMILTON COUNTYLATITUDE: 40°06'40.57" N
LONGITUDE: 86°07'26.33" W

DWG BY: GVW CHKD BY: RMW DATE: 3.13.25

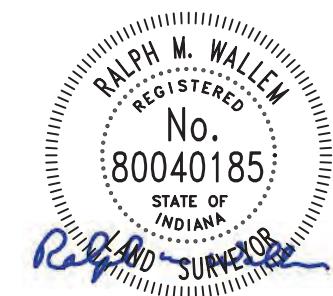
NO. REVISION/ISSUE DATE:
1. MOVE LEASE 3.25.25
2. MOVE TOWER REVIEW TITLE 6.25.25TITLE:
SURVEY PLAN

SHEET:

2 OF 4

CORNER OF THE NORTHWEST QUARTER,
OF THE NORTHWEST QUARTER, SECTION 7,
TOWNSHIP 19 NORTH, RANGE 4 EAST,
HAMILTON COUNTY, IN

S 00°29'01" E 1445.73'



N 90°00'00" E 1065.36'

POINT OF BEGINNING
PERMANENT 30' ACCESS
& UTILITY EASEMENT

15' D & U.E.

W

123.25

E

N

90°00'00"

E

S

90°24'05"

E

N

90°30'00"

E

S

90°34'46"

W

N

90°00'00"

E

S

90°00'00"

W

N

90°00'00"

E

S

90°0

DESCRIPTION OF LEGAL DESCRIPTION-EXHIBIT "A" TITLE REPORT

EXHIBIT A

Tract 1

Lot #4 in the Re-Plat of the Re-Plat of Pierce Auto Estates, as per Plat recorded September 15, 2020 as Instrument Number 2020063835, in the Office of the Recorder of Hamilton County, Indiana.

Excepting therefrom:

A part of the Northwest Quarter of Section 7, Township 19 North, Range 4 East, Hamilton County, Indiana, being a portion of Lot 4 of the Re-Plat of the Re-Plat of Pierce Auto Estates, recorded as Instrument Number 2020063835 (all referenced documents are recorded in the Office of the Recorder of said County), and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat marked Exhibit "B", more particularly described as follows:

Commencing at the Northeast corner of said Lot 4; thence South 0 degrees 01 minute 50 seconds West (bearings based on the Location Control Route Survey Plat for this project, recorded as Instrument Number 2021048986) 294.20 feet along the East line of said Lot 4 to the point designated as "5750" on said Parcel Plat, being the point of beginning; thence continue South 00 degrees 01 minute 50 seconds West 2.26 feet along said east line; thence South 45 degrees 18 minutes 08 seconds West 71.18 feet along the southeastern line of said Lot 4; thence South 89 degrees 56 minutes 15 seconds West 500.96 feet along the Southernmost line of said Lot 4 to an East line of Lot 2 of the Re-Plat of Pierce Auto Estates, recorded as Instrument Number 2017022872; thence North 0 degrees 01 minute 48 seconds East 122.38 feet along said East line to the point designated as "5753" on said Parcel Plat; thence North 89 degrees 56 minutes 58 seconds East 120.17 feet to the point designated as "5752" on said Parcel Plat; thence South 45 degrees 03 minutes 02 seconds East 98.99 feet to the point designated as "5751" on said Parcel Plat; thence North 89 degrees 56 minutes 58 seconds East 361.26 feet to the point of beginning and containing 0.883 acres, more or less.

Tract 2

The following described real estate in Hamilton County, Indiana:

Lot 3 in the Secondary Minor Plat, a re-plat of the re- plat of Pierce Auto Estates, recorded on September 15, 2020, in plat cabinet 5, slide 1189, as Instrument No. 2020063835, In the office of the recorder of Hamilton County, Indiana.

Less and except any fee simple property conveyed in that Limitation of Access Control Line Warranty Deed recorded September 18, 2023 as Instrument No. 2023035672 in Hamilton County, Indiana. Parcel ID No.: 03-06-07-00-00-023.101 , 03-06-07-00-00-023.111, 29-06-07-000-023.000-008

This being the same property conveyed to Eric's Storage LLC, as to Tract 1, from Lincoln Transportation LLC who inadvertently took title as Lincoln Transportation in a Warranty Deed dated August 15, 2024 and recorded August 19, 2024 as Instrument No.2024030985 in Hamilton County, Indiana.

This being the same property conveyed to North Hill Realty, LLC, an Indiana limited liability company , as to Tract 2, from G W P Enterprises Inc., an Indiana corporation in a Warranty Deed dated March 24, 2021 and recorded March 26 as Instrument No. 2021023538 in Hamilton County, Indiana.

DESCRIPTION OF LEASE AREA

A PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST 1445.73 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 105.32 FEET; THENCE SOUTH 27 DEGREES 43 MINUTES 01 SECONDS EAST 123.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 90.49 FEET; THENCE SOUTH 83 DEGREES 41 MINUTES 38 SECONDS EAST 371.47 FEET; THENCE SOUTH 85 DEGREES 05 MINUTES 24 SECONDS EAST 439.01 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 50.37 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 34.65 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 35.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 30.00 FEET TO THE NORTHEAST LEASE CORNER AND TRUE PLACE OF BEGINNING OF THE LEASE AREA; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 10,000 SQUARE FEET, (0.23 ACRES), MORE OR LESS.

DESCRIPTION OF TEMPORARY NON-EXCLUSIVE 30' ACCESS & UTILITY EASEMENT

A PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST 1445.73 FEET TO THE TRUE PLACE OF BEGINNING OF THIS TEMPORARY NON-EXCLUSIVE 30 FOOT ACCESS AND UTILITY EASEMENT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 105.32 FEET; THENCE SOUTH 27 DEGREES 43 MINUTES 01 SECONDS EAST 123.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 90.49 FEET; THENCE SOUTH 83 DEGREES 41 MINUTES 38 SECONDS EAST 371.47 FEET; THENCE SOUTH 85 DEGREES 05 MINUTES 24 SECONDS EAST 439.01 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 50.37 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 34.65 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 35.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 30.00 FEET TO THE NORTHEAST LEASE CORNER; THENCE ALONG THE NORTH LINE OF SAID LEASE LINE BEARING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 30.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 35.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 22.22 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 26.77 FEET; THENCE NORTH 85 DEGREES 05 MINUTES 24 SECONDS WEST 428.41 FEET; THENCE NORTH 83 DEGREES 41 MINUTES 38 SECONDS WEST 370.37 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 106.96 FEET; THENCE NORTH 27 DEGREES 43 MINUTES 01 SECONDS WEST 123.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 86.94 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 01 SECONDS WEST 30.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 38,724 SQUARE FEET, (0.89 ACRES), MORE OR LESS.

DESCRIPTION OF PERMANENT NON-EXCLUSIVE 30' ACCESS & UTILITY EASEMENT

A PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST 1445.73 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1065.36 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 137.67 FEET TO THE TRUE PLACE OF BEGINNING OF THIS PERMANENT NON EXCLUSIVE 30 FOOT ACCESS AND UTILITY EASEMENT DESCRIPTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 123.25 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 05 SECONDS WEST 30.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 93.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 90.06 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 35.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 30.00 FEET TO THE NORTHEAST LEASE CORNER; THENCE ALONG THE NORTH LEASE LINE BEARING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 30.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 35.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 120.06 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 9,403 SQUARE FEET, (0.22 ACRES), MORE OR LESS.

THE ABOVE DESCRIBED PARCELS ARE SUBJECT TO ALL LEGAL RIGHTS OF WAYS AND EASEMENTS OF RECORD.



NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

Kimley » Horn

500 EAST 96TH STREET
INDIANAPOLIS, IN 46240
PHONE: (317) 218-9560

THE TOWERS, LLC

verticalbridge

750 PARK OF COMMERCE DRIVE
SUITE 200
BOCA RATON, 33487

BENCHMARK SERVICES, INC.

Consulting Engineers
Land Surveyors
318 North Main Street
Huntingburg, IN 47542
(812) 683-3049
benchmark@mw.tcbc.com

SITE ID:
US-IN-5253

SITE NAME:
38 & 31

PARCEL ID NUMBER:
03-06-07-00-00-023.101

LANDOWNER:
ERIC'S STORAGE, LLC
22271 US HWY 31 N
CICERO, IN 46034

SITE ADDRESS:
22271 US HWY 31 N
CICERO, IN 46034

LEASE AREA:
10000 SQ. FT.

DEED BOOK-PAGE:
2024030985

COUNTY:
HAMILTON COUNTY

LATITUDE: 40°06'40.57" N
LONGITUDE: 86°07'26.33" W

DWG BY: GVW **CHKD BY:** RMW **DATE:** 3.13.25

NO. **REVISION/ISSUE** **DATE:**
1. MOVE LEASE 3.25.25
2. MOVE TOWER REVIEW TITLE 6.25.25

TITLE:
SURVEY PLAN

SHEET:
3 OF 4

TITLE COMMITMENT

TOWER TITLE, LLC
 Issuing Agent: Tower Title, LLC
 Vertical Bridge File #: US-IN-5253 Tower Title File #: VTB-188102-C
 Commitment Number: VTB-188102-C
 Property Address: 22271 US Highway 31 N, Cicero, IN 46034
 Commitment Date: 22nd day of April, 2025

The Title is, at the Commitment Date, vested in: Eric's Storage LLC, as to Tower and Access, and North Hill Realty, LLC, as to Access
 The Land is described as follows: See Exhibit 'A' attached

SURVEYOR CERTIFICATION

I hereby certify to: Vertical Bridge REIT, LLC, a Delaware limited liability company, its subsidiaries, and their respective successors and/or assigns; and (ii) Toronto Dominion (Texas) LLC, as Administrative Agent, for itself and on behalf of the lenders parties from time to time to that certain Second Amended and Restated Loan Agreement dated June 17, 2016 with Vertical Bridge Holdco, LLC, as borrower, and Vertical Bridge Holdco Parent, LLC, as parent, as may be amended, restated, modified or renewed, their successors and assigns as their interests may appear; and Tower Title, LLC

I CERTIFY THAT THIS PLAT AND SURVEY WERE MADE BY ME UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS, AS WITNESSED BY MONUMENTS SHOWN HEREON, ARE TRUE AND CORRECT TO THE BEST OF MY ABILITY AND BELIEF. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF THE GOVERNING AUTHORITIES.

SURVEYOR STATEMENT—MY COMMENTS ARE BASED SOLELY ON THE TITLE DOCUMENT THAT HAVE BEEN SUPPLIED TO ME BY THE TITLE COMPANY. SINCE THE TITLE DOCUMENTS ARE FURNISHED FOR THE PARENT TRACT, OUR TOPOGRAPHIC SURVEY IS OF A PORTION OF THAT TRACT. MY COMMENTS ARE RESTRICTED TO EXCLUSIONS THAT I CAN DETERMINE AFFECT ONLY OUR PORTION OF THE PARENT TRACT. NO BOUNDARY SURVEY WAS PERFORMED ON THE PARENT TRACT. THUS IT IS NOT POSSIBLE TO DETERMINE WITH CERTAINTY EXCLUSIONS REFERENCING THE PARENT TRACT.

SCHEDULE B—SECTION II

ITEMS 1 THRU 3 (NOT SURVEYOR RELATED ITEMS)

4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land. (BENCHMARK SERVICES, INC WAS HIRED TO CREATE LEASE AREA AND ACCESS & UTILITIES EASEMENTS. NO SURVEY WAS PERFORMED)

ITEMS 5 THRU 9 (NOT SURVEYOR RELATED ITEMS)

10. Any and all matters disclosed on the map entitled "Pierce Auto Sales (Re-Plat) Lots 1-4." dated September 15, 2020 and recorded September 15, 2020 in , (instrument) 2020063835 in Hamilton County, Indiana. ALL ITEMS FROM PLAT HAS BEEN PLOTTED ON THE DRAWINGS. DOES NOT AFFECT THE ACCESS AND UTILITY EASEMENT, DOES NOT AFFECT THE LEASE AREA)

11. Any and all matters disclosed on the map entitled "Pierce Auto Sales (Re-Plat) Lots 1 and 2" dated May 19, 2017 and recorded May 19, 2017 in , (instrument) 2017022872 in Hamilton County, Indiana. ALL ITEMS FROM PLAT HAS BEEN PLOTTED ON THE DRAWINGS. DOES NOT AFFECT THE ACCESS AND UTILITY EASEMENT, DOES NOT AFFECT THE LEASE AREA)

12. Any and all matters disclosed on the map entitled "Pierce Auto Sales Lots 1 and 2" dated April 26, 2016 and recorded April 26, 2016 in , (instrument) 2016018316 in Hamilton County, Indiana. ALL ITEMS FROM PLAT HAS BEEN PLOTTED ON THE DRAWINGS. DOES NOT AFFECT THE ACCESS AND UTILITY EASEMENT, DOES NOT AFFECT THE LEASE AREA)

13. Any and all matters disclosed on the map entitled "Indiana Department of Transportation" dated July 6, 2021 and recorded July 6, 2021 in , (instrument) 2021048986 in Hamilton County, Indiana. ALL ITEMS FROM PLAT HAS BEEN PLOTTED ON THE DRAWINGS. DOES NOT AFFECT THE ACCESS AND UTILITY EASEMENT, DOES NOT AFFECT THE LEASE AREA)

14. Agreement between Vashti Perry and E.E Brown Trustee, Cicero Ind., dated September 25, 1935 and recorded December 31, 1936 in (book) 32 (page) 529, in Hamilton County, Indiana. (TITLE TO SAID INTEREST NOT CHECKED SUBSEQUENT TO DATE OF AFORESAID INSTRUMENT). BLANKET AND NOT A SURVEYOR RELATED ITEM) Affected by a(n) Assignment between T.M Brown and Bessie M Brown, his Wife and Samuel Hollis, dated April 8, 1937 and recorded April 9, 1937 in (book) 33 (page) 50, in Hamilton County, Indiana.

15. Right of Way between Clyde McEntire; and State of Indiana, dated March 24, 1955 and recorded March 24, 1955 in (book) 142 (page) 325, in Hamilton County, Indiana. (UNPLOTTABLE SURVEYOR DOESN'T HAVE STATIONING FOR ROADWAY. WOULD POSSIBLY AFFECT THE TEMPORARY ACCESS AND UTILITY EASEMENT. DOES NOT AFFECT THE LEASE AREA)

16. Right of Way between Leonora P Stalker; and State of Indiana, dated July 1, 1955 and recorded July 1, 1955 in (book) 144 (page) 166, in Hamilton County, Indiana.

ITEMS 17 AND 18 (NOT SURVEYOR RELATED ITEMS)

19. Warranty Deed Limited of Access Control Line (Easement Rights) between Benny Howard Pierce and State of Indiana , dated June 6, 2023 and recorded September 18, 2023 in (instrument) 2023035672, in Hamilton County, Indiana. (APPEARS TO BE A TEMPORARY EASEMENT. WOULD NOT AFFECT THE TEMPORARY ACCESS EASEMENT, PERMANENT EASEMENT OR LEASE AREA)

20. Terms and conditions of an unrecorded lease, as evidenced by a(n) Memorandum of option to Lease between Eric's Storage, LLC, an Indiana limited liability company and The Towers, LLC, a Delaware limited liability company, known in the State of Indiana as The Towers of Indiana, LLC, dated January 3, 2025 and recorded January 23, 2025 in (instrument) 2025002427, in Hamilton County, Indiana. (NOT A SURVEYOR RELATED ITEM)

21. Complaint for Appropriation of Real Estate dated October 16, 2023 as Case 29C-01-2310-PL-009902, in Hamilton County, Indiana (NOT A SURVEYOR RELATED ITEM)

EFFECTIVE DATE: APRIL 22, 2025
 END OF SCHEDULE B-II
 RALPH M. WALLEM INDIANA LAND SURVEYOR

Ralph M. Wallem
 RALPH M. WALLEM



Kimley » Horn

500 EAST 96TH STREET
 INDIANAPOLIS, IN 46240
 PHONE: (317) 218-9560

THE TOWERS, LLC

verticalbridge
 750 PARK OF COMMERCE DRIVE
 SUITE 200
 BOCA RATON, 33487

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 318 North Main Street
 Huntingburg, IN 47542
 (812) 683-3049
 benchmark@mw.tcbc.com

SITE ID:
 US-IN-5253

SITE NAME:
 38 & 31

PARCEL ID NUMBER:
 03-06-07-00-00-023.101

LANDOWNER:
 ERIC'S STORAGE, LLC
 22271 US HWY 31 N
 CICERO, IN 46034

SITE ADDRESS:
 22271 US HWY 31 N
 CICERO, IN 46034

LEASE AREA:
 10000 SQ. FT.

DEED BOOK-PAGE:
 2024030985

COUNTY:
 HAMILTON COUNTY

LATITUDE: 40°06'40.57" N
LONGITUDE: 86°07'26.33" W

DWG BY: GVW	CHKD BY: RMW	DATE: 3.13.25
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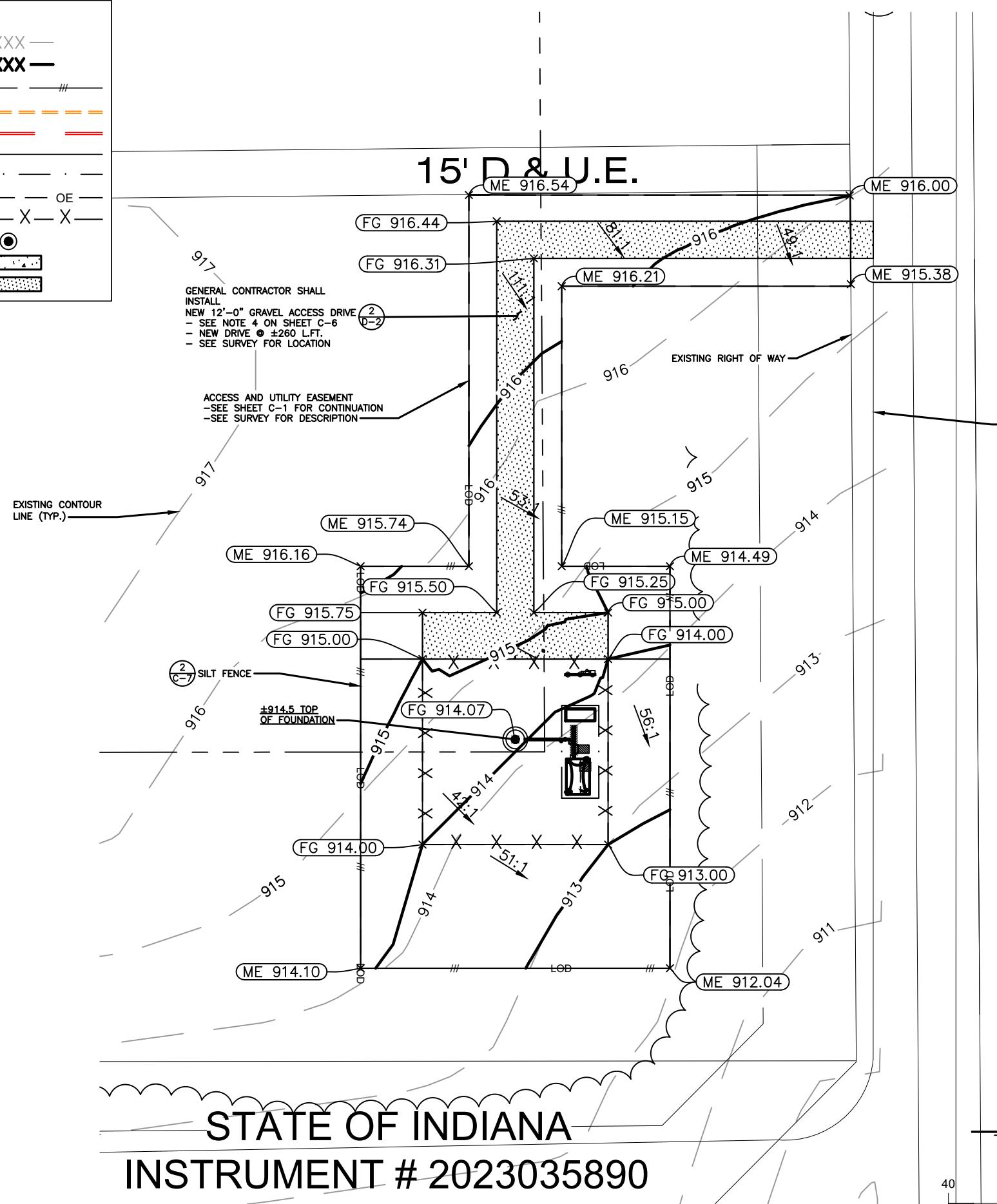
NO.	REVISION/ISSUE	DATE:
1.	MOVE LEASE	3.25.25
2.	MOVE TOWER REVIEW TITLE	6.25.25

TITLE:
SURVEY PLAN

SHEET:
4 OF 4

NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

LEGEND:	
EXISTING CONTOUR	— XXX —
PROPOSED CONTOUR	— XXX —
LOD/SILT FENCE	— LOD — //
UNDERGROUND TELEPHONE CONDUIT	— O — — O —
UNDERGROUND ELECTRICAL CONDUIT	— R — — R —
EDGE OF NEW DRIVE	— . — . — . —
LEASE AREA/EASEMENT	— . — . — . —
OVERHEAD UTILITY LINE	— OE — — OE —
NEW FENCE LINE	— X — X — X — X —
IRON PIN	●
CONCRETE	■
ACCESS DRIVE	■■■



NOTICE TO CONTRACTOR
PER INDIANA STATE LAW I.C.8-1-26-10, IT IS
AGAINST THE LAW TO EXCAVATE WITHOUT
NOTIFYING THE UNDERGROUND LOCATION SERVICE
TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

verticalbridge

750 PARK OF COMMERCE DRIVE
SUITE 200, BOCA RATON, FL 33487

PLANS PREPARED BY:

Kimley » Horn

500 E 96TH STREET
SUITE 300
INDIANAPOLIS, IN 46240

REV:	DATE:	DESCRIPTION:	BY:
A 07/21/25 ISSUED FOR ZONING GP			

DRAWN BY: GP CHECKED BY: JR

KHA PROJECT NUMBER: 180052000.1.107

ENGINEER SEAL:

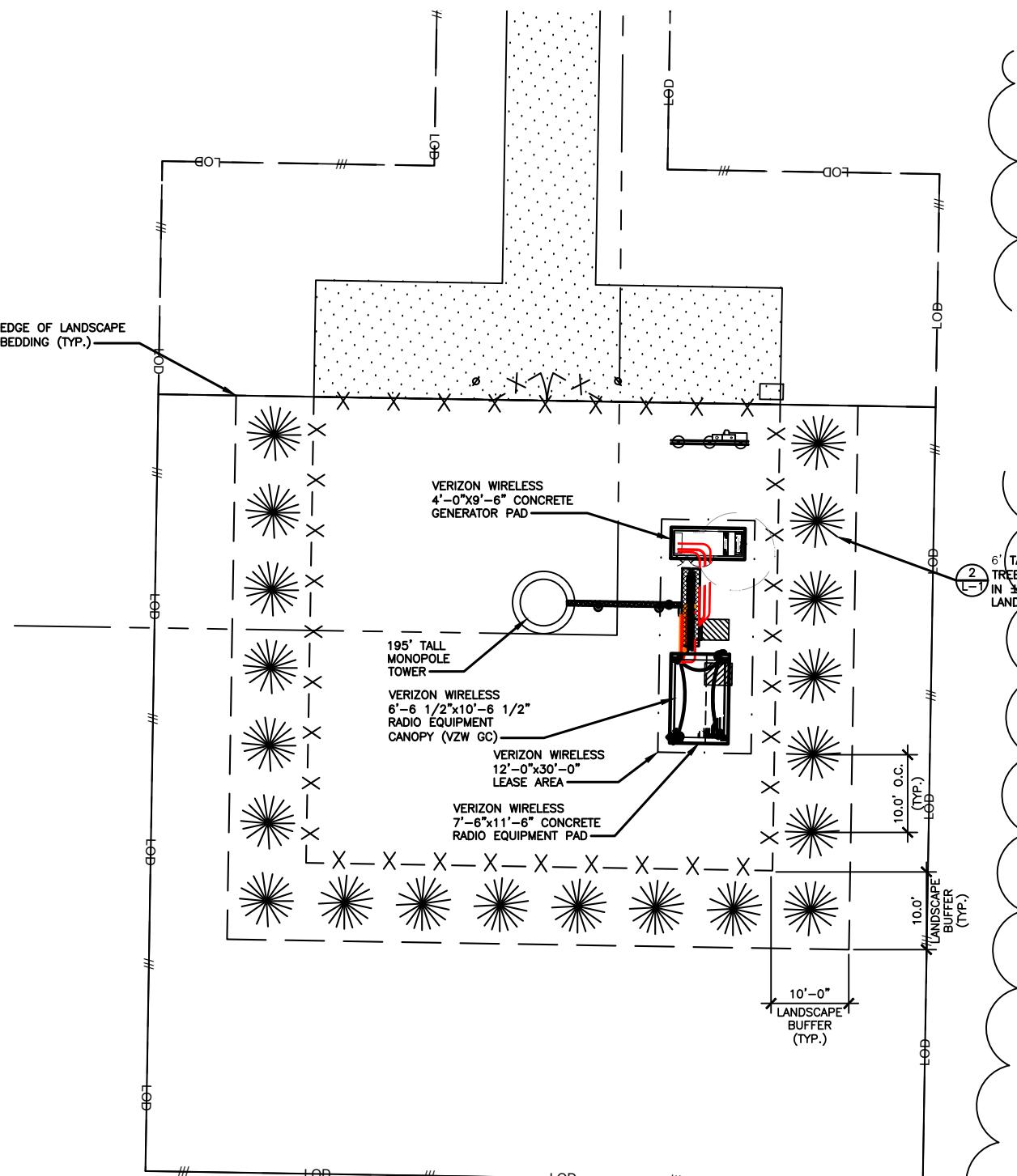
PROJECT INFORMATION:
US-IN-5253
5000929123
22271 US HIGHWAY 31 N
CICERO, IN 46024
HAMILTON COUNTY

SHEET TITLE: GRADING PLAN

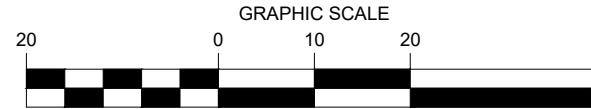
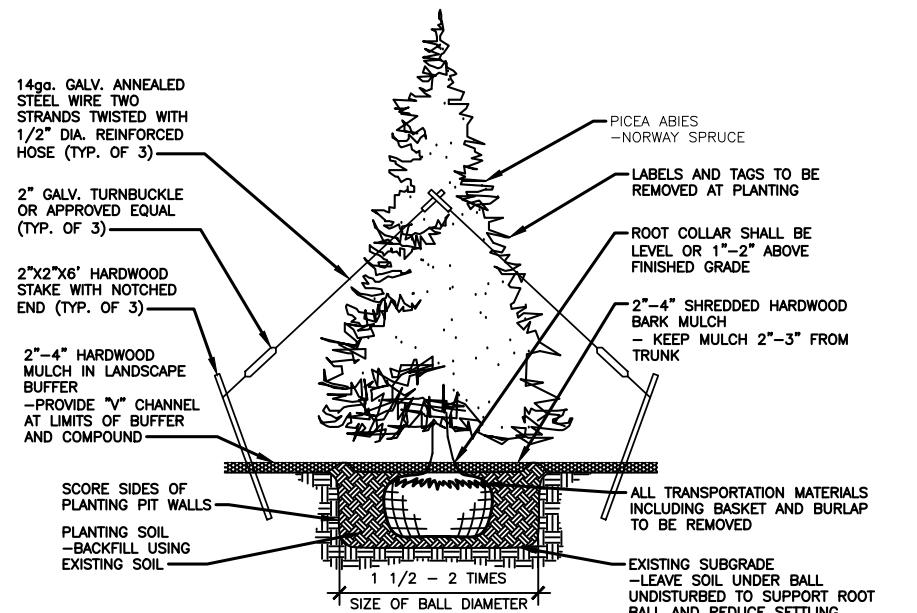
SHEET NUMBER: C-2

LANDSCAPING CONTRACTOR NOTES

1. THE CONTRACTOR SHALL VISIT THE SITE & BECOME COMPLETELY FAMILIAR WITH ALL EXISTING CONDITIONS AND EROSION CONTROL MEASURES PRIOR TO STARTING WORK.
2. THE CONTRACTOR SHALL FURNISH ALL LABOR AND MATERIALS COMPLETE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL COMPLY WITH ALL BUILDING CODES, INSPECTIONS AND SAFETY REGULATIONS, AND PROVIDE ALL NECESSARY PERMITS. THE CONTRACTOR SHALL HAVE ALL NECESSARY LOCAL, STATE & FEDERAL LICENSE REQUIRED. UPON REQUEST, THE CONTRACTOR SHALL SHOW EVIDENCE OF WORKERS COMPENSATION COVERAGE AND LIABILITY POLICY.
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANTS TO BE IN A HEALTHY, VIGOROUS CONDITION (INCLUDING WATERING AND UPKEEP) FOR A PERIOD OF ONE (1) YEAR FOLLOWING ACCEPTANCE BY OWNER AND/OR PROJECT REPRESENTATIVE. THE CONTRACTOR SHALL REPLACE WITHOUT COST TO OWNER, ANY DEAD OR UNACCEPTABLE PLANTS.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES AND PERFORM WORK IN A MANNER WHICH WILL AVOID POSSIBLE DAMAGE; HAND EXCAVATE AS REQUIRED.
6. ALL LANDSCAPE/PLANTING AREAS SHALL HAVE PROPER DRAINAGE THAT PREVENTS EXCESS WATER FROM STANDING AROUND TREES AND SHRUBS. IT IS INTENDED THAT THIS SITE WILL MATCH EXISTING GROUND ELEVATIONS AND WILL MAINTAIN EXISTING DRAINAGE PATTERNS WHERE APPLICABLE.
7. THE CONTRACTOR SHALL PROVIDE PLANT MATERIAL OF THE SIZE & TYPE SPECIFIED, IF SUBSTITUTIONS ARE PROPOSED, THEY MUST BE APPROVED BY TOWER OWNER. ALL PLANT MATERIAL SHALL BE FREE OF DISEASE, INSECTS AND DEFECTS SUCH AS BUT NOT LIMITED TO KNOTS, SUN-SCALD, INJURIES, ABRASIONS AND DISFIGUREMENT. APPROVAL OF PLANT MATERIAL AT THE SOURCE DOES NOT ALTER THE RIGHT OF REJECTION AT PROJECT. ALL PLANT MATERIAL SHALL COMPLY WITH THE CURRENT ISSUE OF "ASSOCIATION OF AMERICAN STANDARD" FOR NURSERY STOCK PUBLISHED BY THE "AMERICAN ASSOCIATION OF NURSERYMEN".
8. THE CONTRACTOR SHALL PROVIDE A FINISHED GRADE THAT SHALL BE REASONABLY SMOOTH, COMPACTED AND FREE OF ANY IRREGULAR SURFACE CHANGE. THE CONTRACTOR SHALL SLOPE ALL PLANTING BEDS AND LAWN AREAS TO CAUSE RUN-OFF TO FLOW AWAY FROM BUILDING AND PAVING.
9. THE CONTRACTOR SHALL BACKFILL ALL PLANT MATERIAL WITH SHREDDED TOPSOIL AND THE SPECIFIED AMOUNT OF PEAT MOSS AS REQUIRED FOR THE BED PREPARATION.
10. THE LANDSCAPING CONTRACTOR SHALL USE SOME TYPE OF HARDWOOD MULCH.
 - THE FINISHED DEPTH OF MULCH MUST BE AT LEAST 2" AND NO MORE THAN 4".
 - PRIOR TO MULCHING THE CONTRACTOR SHALL APPLY A PRE-EMERGENT HERBICIDE TO AID IN WEED CONTROL. READ WARNING LABEL BEFORE APPLYING. WATER ALL TREES IMMEDIATELY OR WITHIN 16 HOURS AFTER INSTALLATION
 - THE CONTRACTOR SHALL INSTALL GEOTEXTILE FABRIC AFTER APPLICATION OF PRE-EMERGENT HERBICIDE AND PRIOR TO MULCH INSTALLATION. SEE NOTE #7 ON SHEET C-6 FOR GEOTEXTILE FABRIC.



SYMBOL	QUANTITY	PLANT NAME	BOTANICAL NAME	COMMENTS/SPECIFICATIONS
	20	NORWAY SPRUCE EVERGREEN TREE	PICEA ABIES	6 FEET HEIGHT MINIMUM (BALLED & BURLAPPED)



LANDSCAPE PLAN

SCALE: 1" = 20'

1
L-1
NORTH



TO OBTAIN LOCATION OF PARTICIPANTS
UNDERGROUND FACILITIES BEFORE
YOU DIG IN MICHIGAN, CALL MISS DIG
TOLL FREE: 1-800-482-7171 OR
www.missdig.org
MICHIGAN STATUTE
REQUIRES MIN OF 2
WORKING DAYS NOTICE
BEFORE YOU EXCAVATE

EVERGREEN TREE PLANTING

SCALE: N.T.S.

2
L-1

verticalbridge

750 PARK OF COMMERCE DRIVE
SUITE 200, BOCA RATON, FL 33487

PLANS PREPARED BY:

Kimley»Horn

500 E 96TH STREET
SUITE 300
INDIANAPOLIS, IN 46240

REV: ____ DATE: ____ DESCRIPTION: ____ BY: ____

A 07/21/25 ISSUED FOR ZONING GP

DRAWN BY: ____ CHECKED BY: ____

GP JR

KHA PROJECT NUMBER: 180052000.1.107

ENGINEER SEAL: _____

US-IN-5253
5000929123
22271 US HIGHWAY 31 N
CICERO, IN 46024

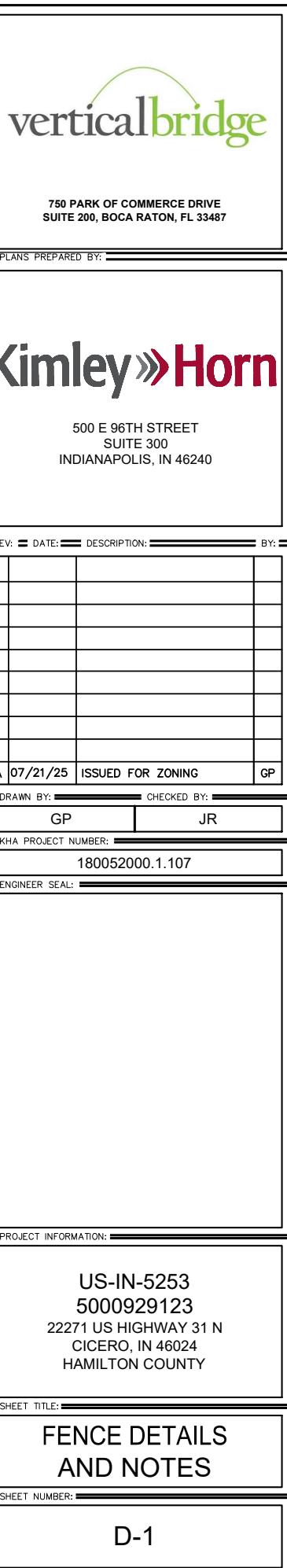
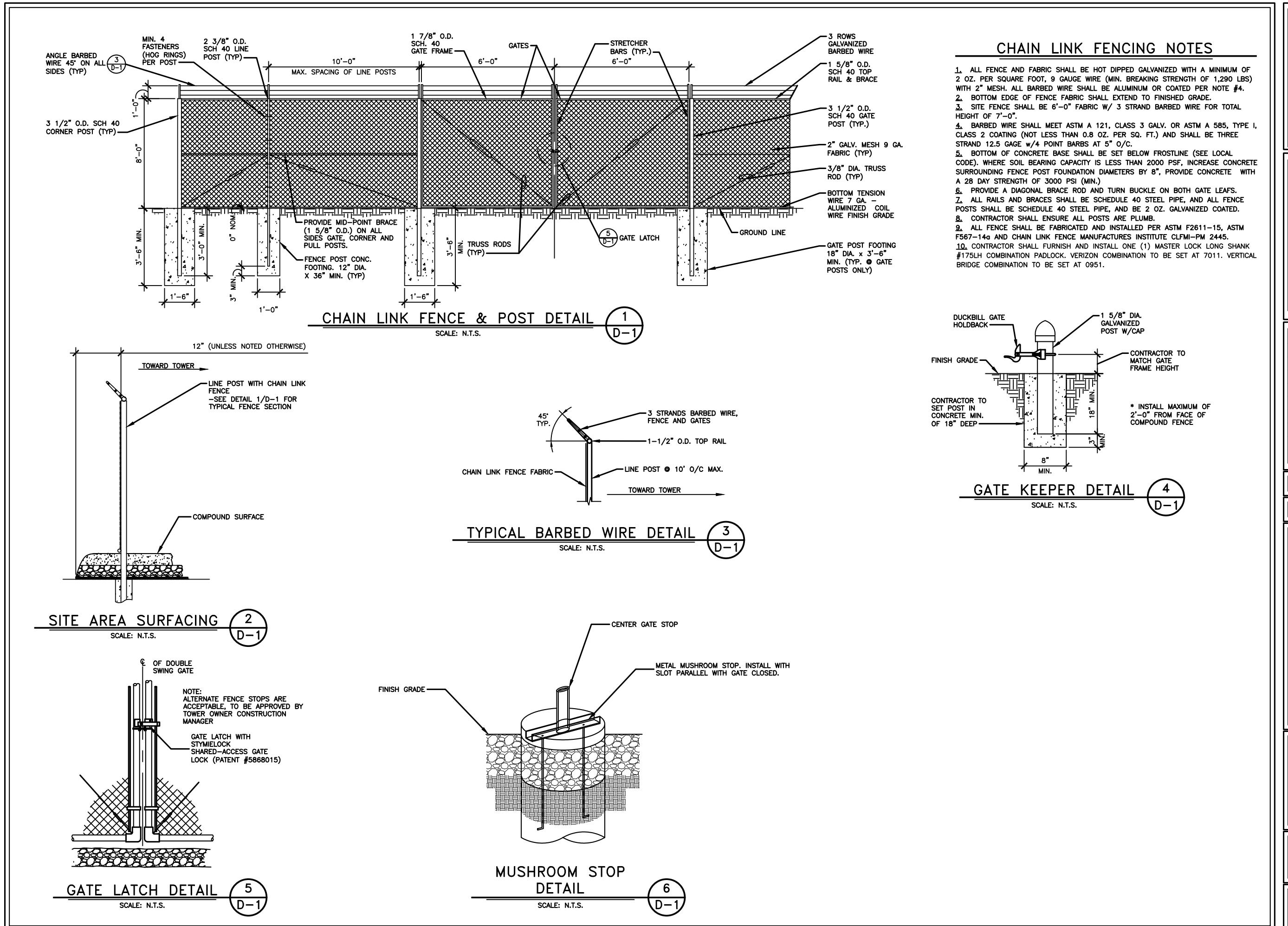
HAMILTON COUNTY

PROJECT INFORMATION: _____

LANDSCAPE PLAN
DETAILS & NOTES

SHEET NUMBER: L-1

L-1



NOTE:

1. IT IS THE INSTALLING CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL ANTENNA INFORMATION AGAINST FINAL RADIO ENGINEERING PLAN PROVIDED BY VERIZON LEGAL BUSINESS ENTITY d/b/a VERIZON WIRELESS (VZW GC)

2. ALL TOWER LIGHTING SHALL BE INSTALLED AS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION AND RECOMMENDED BY THE USFWS INTERIM GUIDELINES (2000) FOR LIGHTING OF TOWERS OVER 200' IN HEIGHT.

3. THE TOWER LIGHTING SYSTEM WILL BE MANUFACTURED BY FLASH TECHNOLOGY AND PROVIDED BY VERTICAL BRIDGE. THE GENERAL CONTRACTOR SHALL PROVIDE ALL CONDUIT, CONDUCTORS, ELECTRICAL PANEL, CIRCUIT BREAKER, HARDWARE AND LABOR TO INSTALL THE ENTIRE OPERATING TOWER OBSTRUCTION LIGHTING SYSTEM.

verticalbridge

750 PARK OF COMMERCE DRIVE
SUITE 200, BOCA RATON, FL 33487

PLANS PREPARED BY:

Kimley»Horn

500 E 96TH STREET
SUITE 300
INDIANAPOLIS, IN 46240

REV:	DATE:	DESCRIPTION:	BY:
A	07/21/25	ISSUED FOR ZONING	GP

DRAWN BY: CHECKED BY:
GP JR

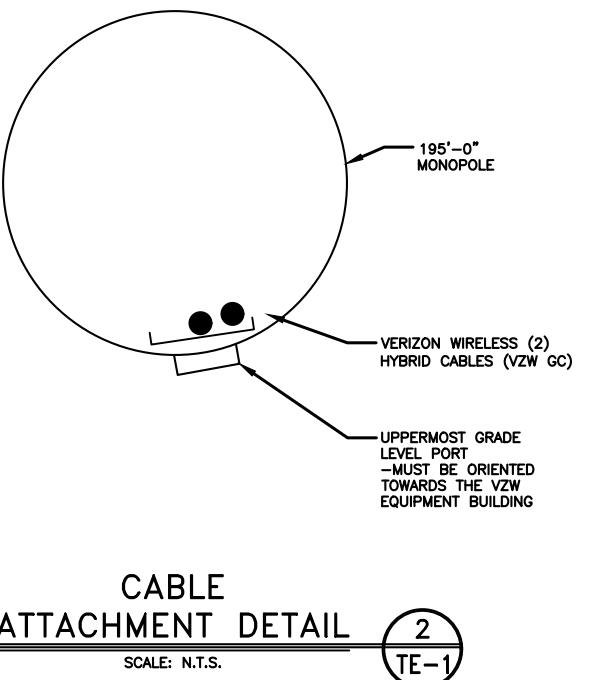
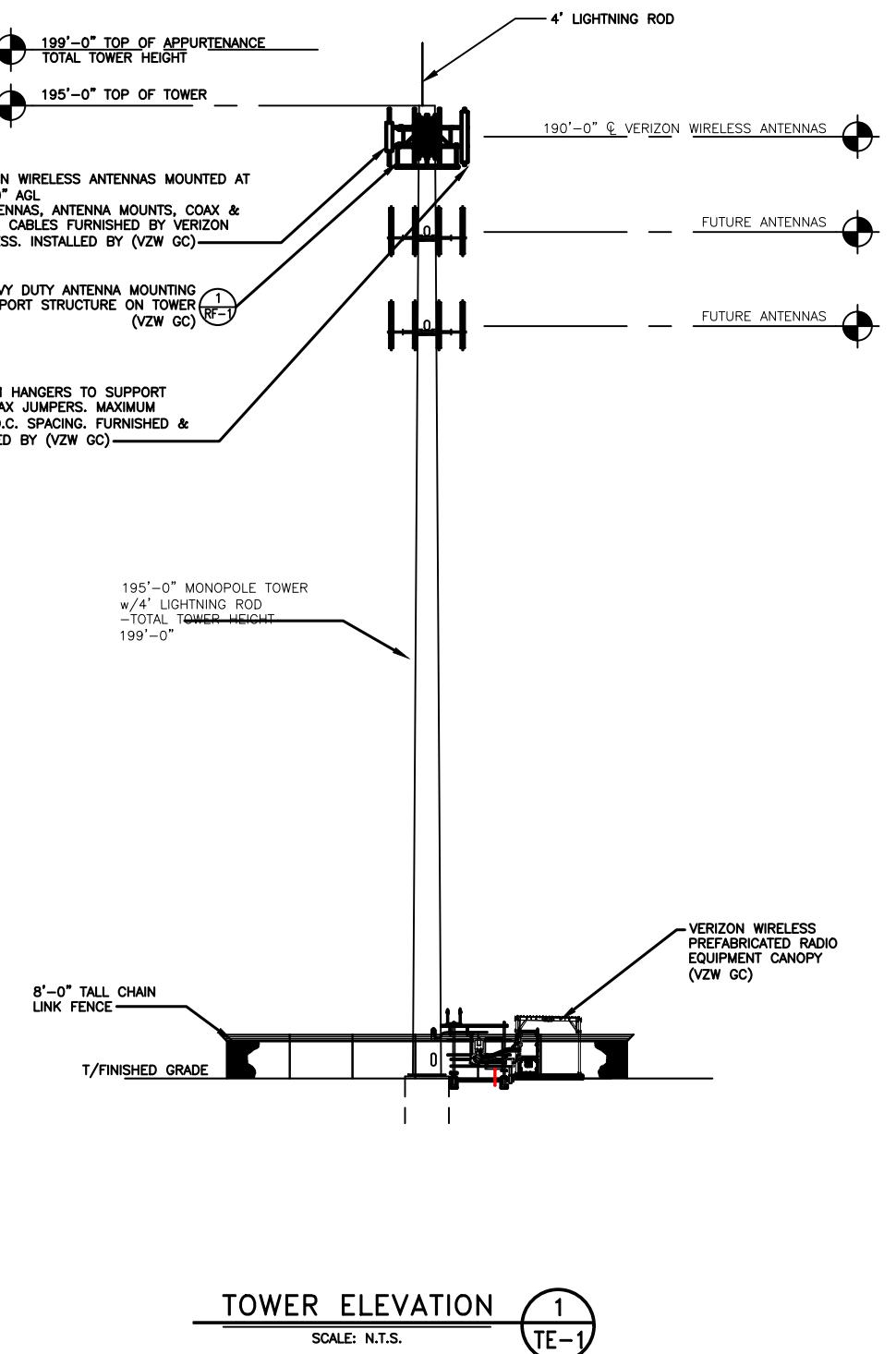
KHA PROJECT NUMBER:
180052000.1.107

ENGINEER SEAL:

PROJECT INFORMATION:
US-IN-5253
5000929123
22271 US HIGHWAY 31 N
CICERO, IN 46024
HAMILTON COUNTY

SHEET TITLE:

TOWER ELEVATION
SHEET NUMBER:
TE-1





Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

*This criterion **has / has not** been met.*

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

Findings of Facts:

*This criterion **has / has not** been met.*

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*This criterion **has / has not** been met.*



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: _____

Any Conditions Attached: _____

Signature: _____

Date: _____

Print: _____

Docket # BZA-0925-38-C4
Vertical Bridge/Eric's Storage



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may grant a **special exception use** for use in a district if, after a hearing under, it makes findings of facts in writing that:

- 1 **The approval will not be injurious to the public health, safety, morals, and general welfare of the community.**

Findings of Facts:

This criterion has / has not been met.

- 2 **The requirements and development standards for the requested use as prescribed by this ordinance will be met.**

Findings of Facts:

This criterion has / has not been met.

- 3 **Granting the special exception will not subvert the general purposes served by this Ordinance and will not permanently injure other property or uses in the same district and vicinity.**

Findings of Facts:

This criterion has / has not been met.

- 4 **The proposed use will be consistent with the character of the district therein, the spirit and intent of the Ordinance, and the Cicero/Jackson Township Comprehensive Plan.**

Findings of Facts:

This criterion has / has not been met.



CICERO / JACKSON TOWNSHIP BOARD OF ZONING APPEALS

Docket #:

Petitioner:

Address:

Any Conditions Attached:

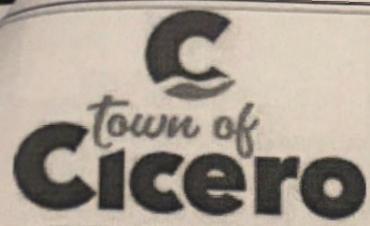
Board of Zoning Appeals Options:

In reviewing a request for Special Exception Use the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum or lack of a positive vote on a motion results in an automatic continuance to the next regularly scheduled meeting.

Signature: _____

Date: _____

Print: _____



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

CICERO / JACKSON TOWNSHIP (BOARD OF ZONING AND APPEALS)

VARIANCE APPLICATION

OFFICE USE ONLY

Variance Category

Docket #: BZA-0925-39-R3

<input checked="" type="checkbox"/> Development Standards	<input type="checkbox"/> Special Exception	Date of Application: 08/19/2025
<input type="checkbox"/> Land Use	<input type="checkbox"/> Other	Date of Expiration:
Variance Check List		Variance Fee: \$25.00
<input type="checkbox"/> Adjoinder List	<input type="checkbox"/> Legal Notice Copy	Date of Hearing: 09/18/2025
<input type="checkbox"/> Certified Mail Receipts	<input type="checkbox"/> Property Sign	Date of Decision:
<input type="checkbox"/> Additional Applications for Variances	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved

APPLICANT MUST COMPLETE THE FOLLOWING

Property Owner: Jasen and Delanie Duer

Property Address: [REDACTED]

City: Cicero

State: IN

ZIP Code: 46034

Telephone: [REDACTED]

E-mail: [REDACTED]

Fax: [REDACTED]

Project Address: 1240 Stringtown Pike

State: IN

ZIP Code: 46034

City: Cicero

Subdivision:

Parcel:

Telephone: [REDACTED]

General Contractor: Mike Speedwork / Updido + Sons Landscaping

Address: [REDACTED]

City: Cicero

State: IN

ZIP Code: 46034

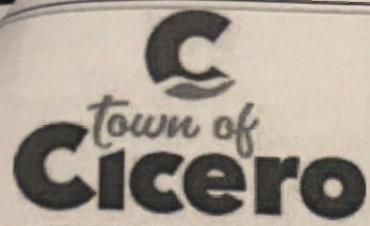
Email: [REDACTED]

Variance Request: Stairs on lake side hill for deck and
shed placement on property. See attached.

Commitments/ Conditions Offered:

All new build.

Code SectionAppealed: Variance for stairs on lake and
shed placement just off property line.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

CICERO / JACKSON TOWNSHIP (BOARD OF ZONING AND APPEALS)

VARIANCE APPLICATION

OFFICE USE ONLY

Variance Category

Docket #: BZA-0925-40-R3

<input checked="" type="checkbox"/> Development Standards	<input type="checkbox"/> Special Exception	Date of Application: 08/19/2025
<input type="checkbox"/> Land Use	<input type="checkbox"/> Other	Date of Expiration:
Variance Check List		Variance Fee: \$320.00
<input type="checkbox"/> Adjoinder List	<input type="checkbox"/> Legal Notice Copy	Date of Hearing: 09/18/2025
<input type="checkbox"/> Certified Mail Receipts	<input type="checkbox"/> Property Sign	Date of Decision:
<input type="checkbox"/> Additional Applications for Variances	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved

APPLICANT MUST COMPLETE THE FOLLOWING

Property Owner: Jasen and Delanie Owen

Property Address: [REDACTED]

City: Cicero

State: IN

ZIP Code: 46034

Telephone: [REDACTED]

E-mail: [REDACTED]

Fax: [REDACTED]

Project Address: 1240 Stringtown Pike

State: IN

ZIP Code: 46034

City: Cicero

Subdivision:

Parcel:

Telephone: [REDACTED]

General Contractor: Mike Speedwork / Updido + Sons Landscaping

Address: [REDACTED]

City: Cicero

State: IN

ZIP Code: 46034

Email: [REDACTED]

Variance Request: Stairs on lake side hill for deck and
shed placement on property. See attached.

Commitments/ Conditions Offered:

All new build.

Code SectionAppealed: Variance for stairs on lake and
shed placement just off property line.

We are requesting approval for a variance to allow the construction of a lower-level deck with 3 foot stairs and the placement of a 12' x 24' shed on our property located at 1240 Stringtown Pike on the lake front.

Our project includes the following improvements:

1. Lower-Level Deck and Stairs

- A composite lower-level deck will extend toward the lake and up toward the hillside.
- The 3 feet wide composite decking stairs on the far northside of the property. Stairs will connect the deck up to our layout pads.
- Materials: Dark brown composite decking and black wrought iron railings, chosen to blend naturally with the surroundings and maintain a cohesive lakeside aesthetic.

2. Shed Placement

- A 12' x 24' shed will be placed on the 25-foot-wide section of our property leading to the lake, just before the tree line with removal of a current garden bed in front of the shed which will be replaced with three arborvitae's to provide a better visual.
- The shed will be directly off the property line, behind our neighbor's shed located just to the north.
- The shed will provide secure storage for boating supplies, patio furniture, and seasonal items, protecting them from weather damage and keeping the property organized.
- Due to the narrow 25-foot lot width, this shed placement provides the most practical access to the lake while maintaining property use and aesthetics.
- The proposed deck and stairs will improve the usability of the lakeside area and enhance safety for accessing the lake.
- These improvements are consistent with the character of the neighborhood, where similar updated lakeside decks and sheds are common.

- Both adjacent neighbors (north and south) have expressed support and agreement with this location. The neighbor to the north have a shed directly located a foot off the property line which is where our shed will be located behind it on our side of the property line. The neighbors to the south have items that have been located over the property line to the south for several years and we would never ask them to move them.

Benefits to the Community & Surrounding Properties

- The proposed improvements will increase the value of our property and positively influence the value of surrounding properties.
- By upgrading with quality composite materials and visually cohesive design, the project will bring our property up to, and in some cases exceed, the standards of the Town of Cicero.
- Neighboring property owners have been consulted and are supportive of the shed location, which ensures compatibility and minimizes any potential concerns.

We respectfully request a variance to allow:

1. Construction of a lower-level deck with composite decking stairs extending up the hillside to layout pads and new construction of the current upper decks. The 3 feet wide composite decking stairs on the far northside of the property going from the top deck down to the lake to the lower level deck.
2. Placement of a 12' x 24' shed directly on the property line at the designated lakeside location.

Approval of this variance will allow us to enhance our property while maintaining neighborly harmony, increasing neighborhood value, and contributing to the overall improvement of the Lakeside area within the Town of Cicero.

We kindly ask for the Board's favorable consideration of this request.

Sincerely,

Jasen and Delanie Owen

Property Owners – 1240 Stringtown Pike



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

*This criterion **has / has not** been met.*

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

Findings of Facts:

*This criterion **has / has not** been met.*

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*This criterion **has / has not** been met.*



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: _____

Any Conditions Attached: _____

Signature: _____

Date: _____

Print: _____



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

This criterion has / has not been met.

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

Findings of Facts:

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

This criterion has / has not been met.



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: _____

Any Conditions Attached: _____

Signature: _____

Date: _____

Print: _____



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Director's Report

August 2025

Permit Revenue: August 2025 = \$4619 YTD: \$34,546

August 2024 = \$8,394 YTD: \$40,782

Difference: Month = -\$3,775 YTD: \$-6,236

- We have issued a total of 21 building permits for August 2025.
- 14 have been inside the corporate limits (0 new homes).
- We have issued 7 in Jackson Township (0 new homes).
- Estimated Cost of projects permitted \$349,861.

The Planning Commission meeting is scheduled September 10th at Town Hall. The BZA will meet September 18th, 2025 at the Town Hall. Both committees have items on the agenda. First significant Encroachment permit was processed for an additional \$7,179.11. This is for an internet upgrade by Frontier.

Please feel free to email, call or stop by the office anytime.

At your service!

Frank Zawadzki

Approval of Findings of Facts

Docket # BZA-0725-24-NC
The Furniture Garage



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

The sign will not create any problems due to the projection from the building.

This criterion ~~has~~ / has not been met.

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

Findings of Facts:

Adjacent property will not be impacted.

This criterion ~~has~~ / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Due to the design of the building to attract attention of the business the sign must be extended out to be seen.

This criterion ~~has~~ / has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: None

Signature: Michael Berry

Print: Michael Berry

Date: 8-21-2015



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

*Then no facts presented that make me believe
otherwise.*

This criterion has / has not been met.

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

Findings of Facts:

*It appears it may positively impact surrounding
values.*

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*Due to the set back, the size allows for
public view around buildings*

This criterion has / has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: N/A

Signature: A handwritten signature in blue ink, appearing to read "Harrison Messina".

Print: Harrison Messina

Date: 5/21/25



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

NO ISSUES

This criterion has / has not been met.

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

Findings of Facts:

NO ISSUES

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is a situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.*

Findings of Facts:

I believe this variance will help the business given the location of the store given the visibility of surrounding businesses

This criterion has / has not been met.



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approved

Any Conditions Attached: _____

Signature:

A. N. Zell

Print:

Stephen N. Zell

Date:

8/21/26



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Will not be injurious

This criterion has / has not been met.

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

Findings of Facts:

Will look good

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is a situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

This criterion has / has not been met.



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approved

Any Conditions Attached:

None

Signature:

A handwritten signature in black ink, appearing to read "Mark J. Thomas".

Date:

8-21-05

Print:

Mark J. Thomas

Docket # BZA-0725-25-NC
The Furniture Garage



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

The size of the sign will not create any difficulties.

This criterion has / has not been met.

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

Findings of Facts:

Adjacent properties will not be impacted.

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

In order to attract attention to the business a larger sized sign is required to be easily seen.

This criterion has / has not been met.



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: None

Signature: Michael Berry

Print: Michael Berry

Date: 8.21.2025



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

No facts presented to lead me to believe this.

This criterion has / has not been met.

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

Findings of Facts:

No facts presented to lead me to believe this.

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Due to set back, there is a service visibility issue.

This criterion has / has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approve

Any Conditions Attached:

N/A

Signature:

Print:

A handwritten signature in blue ink, appearing to read "Harrison Massena".

Date: 8/21/25



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

No issues

This criterion has / has not been met.

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

Findings of Facts:

No issues

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*I believe this variance will help the business,
given its location with respect to surrounding
businesses*

This criterion has / has not been met.



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: _____

Any Conditions Attached: _____

Signature: _____

Date: _____

Print: _____



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Will not be injurious.

This criterion ~~has~~ / has not been met.

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

Findings of Facts:

Will look good

This criterion ~~has~~ / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is a situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

3 Tents

This criterion has / has not been met.



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approved

Any Conditions Attached: None

Signature: 

Date: 8-21-25

Print: Mark J. Thompson



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

The proposed structure will not pose any problems

This criterion has / has not been met.

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

Findings of Facts:

Adjacent properties will not be impacted.

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Due to this being a corner lot, there is no other practical location of this structure.

This criterion has / has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approve

Any Conditions Attached:

None

Signature:

Michael Berry

Date: 8-21-2025

Print:

Michael Berry



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

There was nothing presented that made me believe otherwise.

*This criterion **has** / **has not** been met.*

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

Findings of Facts:

It appears it would increase values of adjacent props.

*This criterion **has** / **has not** been met.*

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Corner lot w/ 1 fine front yards. There is no viable place to put this w/o BZA sppr. resol.

*This criterion **has** / **has not** been met.*



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approve

Any Conditions Attached:

N/A

Signature:


Harrison Massonne

Date:

8/21/25



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

No issues

*This criterion **has** / **has not** been met.*

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

Findings of Facts:

No issues

*This criterion **has** / **has not** been met.*

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

A practical difficulty is present here due to the inability to place the structure in a spot that would meet the standards. The proposed location would be best.

*This criterion **has** / **has not** been met.*



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approved

Any Conditions Attached:

Signature:

S. N. Zell
Stephen N. Zell

Date:

8/21/25



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Not injurious

This criterion ~~has~~ / has not been met.

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

Findings of Facts:

*Will
Should not be injurious to local areas*

This criterion ~~has~~ / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. **Practical Difficulty:** A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to Improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*Practical difficulty faces in
frontage.*

This criterion ~~has~~ / has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approved

Any Conditions Attached:

None

Signature:

A handwritten signature in black ink that appears to read "Mark A. Thompson".

Date:

8-21-20

Print:

Mark A. Thompson

Docket # BZA-0825-26-C3
Bullseye Fence



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

This project will pose no problems

This criterion has / has not been met.

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

Findings of Facts:

Adjacent property will not be impacted.

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Without this style of fence, the property will be in violation of the zoning ordinances.

This criterion has / has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: None

Signature: Michael Berry

Print: Michael Berry

Date: 8-21-2025



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

No facts presented led me to believe this

This criterion has / has not been met.

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

Findings of Facts:

Screening will likely improve value

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. **Practical Difficulty:** A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is a situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Due to their operations to recent INDOT changes outdoor screening is req, but it is considered a front yard due to US31 to 50% visible would not make sense w/ screening.

This criterion has / has not been met.



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: N/A

Signature: 
Print: Harrison Messina Date: 8/21/25

Docket # BZA-0825-26-C3
Bullseye Fence



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

NO ISSUES

This criterion has / has not been met.

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

Findings of Facts:

NO ISSUES

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

This could be a practical difficulty in the sense that the visibility standard cannot be met if the other is implemented. I don't believe due to conflicting ordinances in this case we should NOT approve.

This criterion has / has not been met.



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: _____

Signature: A. N. Zell
Print: Stephen N. Zell

Date: 8/21/25



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Not injurious

This criterion *has / has not* been met.

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

Findings of Facts:

*Will look ultimately better
and increase aesthetics.*

This criterion *has / has not* been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*Cannot follow regulation to achieve
the needed outcome of zero visibility
from KB 31.*

This criterion *has / has not* been met.



Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approve

Any Conditions Attached:

Will have to go to Architectic
Review

Signature:

Mark J. Thomas

Date: 8-21-25

Print:

Mark J. Thomas



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Should improve Safety.

This criterion has / has not been met.

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

Findings of Facts:

Should enhance neighbor properties.

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Due to Corner Lot Variana is req for fence in front yard even though it is back

This criterion has / has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

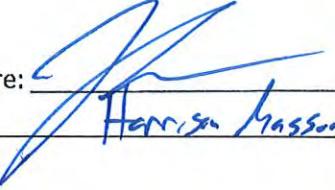
Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: _____

N/A

Signature: 

Print: Harrison Massone

Date: 8/21/25

Docket # BZA-0825-31-R3
Elisabeth Smith



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

NO ISSUES

This criterion *has / has not* been met.

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

Findings of Facts:

NO ISSUES

This criterion *has / has not* been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Corner lot. I don't see an issue. HOP approved
Safety concern for children is a big reason to
need this.

This criterion *has / has not* been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision:

Approved

Any Conditions Attached:

None

Signature:

S. N. Zell

Print:

Stephen N. Zell

Date:

8/21/25



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the **development standards** of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

No Guidance Submitted
Supports any harm injurious Notions to the public

This criterion has / has not been met.

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

Findings of Facts:

Property Values are not
subject to be affected

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. **Practical Difficulty:** A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

The corner lot is the practical
difficulty

This criterion has / has not been met.



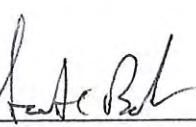
CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approval

Any Conditions Attached: None

Signature: 

Date: _____

Print: Scott Bockstael



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Not injurious.

This criterion has / has not been met.

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

Findings of Facts:

*Will not affect and approved
by H.O.A.*

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*Considered to have 2 Fronts
and a practical difficulty.*

This criterion has / has not been met.

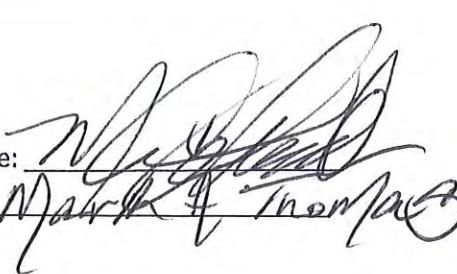


Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: None

Signature: 

Print: Mark J. Thompson

Date: 8-21-15



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

*This project will improve safety for the property owners
in addition to the community*

This criterion ~~has~~ has not been met.

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

Findings of Facts:

This will not impact property values of adjacent areas.

This criterion ~~has~~ has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*Without this fence, there exists the possibility the child that lives
in the home could climb over it and potentially endanger their life.*

This criterion ~~has~~ has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached: None

Signature: Michael Berry

Print: Michael Berry

Date: 8.21.2025



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

In approved - Safety

This criterion has / has not been met.

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

Findings of Facts:

Safety Concern

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*lot a hardship in my mind
it not approved*

This criterion has / has not been met.



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Denial

Any Conditions Attached:

No other business
exists adjacent or within 100 feet

Signature: Mark J. Thompson

Print: Mark J. Thompson

Date: 7/17/25

Electronic Sign

**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

7' x 36"

Findings of Facts:

Electronic sign as proposed could be a distraction thereby creating a safety concern for traffic driving eastbound on Jackson as well as a increasing safety concerns related to people crossing wanting to cross Jackson St to the various stores. Sign would be on 24x7.
This criterion has / has not been met.

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

Findings of Facts:

The use of an electronic sign as proposed is not a good fit from an aesthetic point of view in our downtown area.

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

I don't see a practical difficulty. Other technology options exist other than the use of an electronic sign.

This criterion has / has not been met.



CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: NO

Any Conditions Attached:

Frank to approve brightness levels and
adjustable. No of hours for other business! Designate
Frank to work w/ petitioners on brightness levels
for various times of the day.

Signature: Stephen Zell

Print: Stephen N. Zell

Date: 7/17/2025



CICERO/JACKSON TOWNSHIP PLAN COMMISSION

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Findings of Facts:
LED message board will face demands of
as the best and of town. I am confident
of the rightness to that in may not be with L
dimmed

This criterion has / has not been met.

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

Findings of Facts:

Findings of Facts: There were no facts presented for either way.

This criterion has / has not been met.

3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

Findings of Facts: There were no examples of why the existing ordinances could not be met.

This criterion has / has not been met.



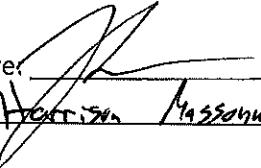
**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Not Approved

Any Conditions Attached: No other business ads. Adjust the brightness
to allow for safety concerns. (dimmer on/off switch to brighter
during day).

Signature: 

Print: Harrison Massone

Date: 7/17/25

Town of Cicero | **CICERO/JACKSON TOWNSHIP PLAN COMMISSION**

Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

Brightness is a safety concern. Amount of changes content while driving. Abundance of pedestrian traffic

This criterion has / has not been met.

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

Findings of Facts:

No adverse affect on adjacent properties determined.

This criterion has / has not been met.

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty: A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.*

Findings of Facts:

Signage already in place is in compliance

This criterion has / has not been met.



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Not Approved

Any Conditions Attached: No other business to be addressed
on sign brightness in accordance with plan
Director approval

Signature: ACB

Print: Scott Bockoski

Date: 7/17/25



Findings of Fact/Decision Criteria:

The Board of Zoning Appeals may approve or deny variances from the development standards of the Cicero/Jackson Township Zoning Ordinance. The Board may impose written commitments and/or reasonable conditions as part of an approval. A variance from the development standards may only be approved upon a determination in writing that:

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

Findings of Facts:

*IF "dimmed" properly and not changing the display rapidly
No Problems are anticipated.*

This criterion has Y *has not been met.*

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

Findings of Facts:

Other businesses in the area use lighted signs

This criterion has Y *has not been met.*

- 3 The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. *Practical Difficulty:* A difficulty with regard to one's ability to improve land stemming from regulations of this Ordinance. A practical difficulty is not a "hardship," rather it is situation where owner could comply with the regulations within this Ordinance but would like a variance from the Development Standards to improve his site in a practical manner. For instance, a person may request a variance from a side yard setback due to a large tree which is blocking the only location that would meet the Development Standards for a new garage location.

Findings of Facts:

*To change the sign requires at a minimum a ladder and can
pose a danger especially in the winter*

This criterion has Y *has not been met.*



**CICERO/JACKSON
TOWNSHIP
PLAN COMMISSION**

Board of Zoning Appeals Options:

In reviewing a request for development standards variance the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum on a motion results in an automatic continuance to the next regularly scheduled meeting.

Decision: Approve

Any Conditions Attached No ads for other businesses Planning director to set acceptable lighting levels

Signature: Michael Berry

Print: Michael Berry

Date: 7-17-2025