

**DELAWARE-MUNCIE METROPOLITAN PLAN COMMISSION  
PROPOSED ZONING CHANGE APPLICATION**

Jurisdiction: (Check One)

☐ Delaware County

☐ City of Muncie

Submitted: 9-25-24

Case No.: MPC 13-24Z

(1) Applicant: V. Jeanine Souders Revocable Trust

Address: 5510 W Bethel Ave, Muncie, IN 47304 Phone: \_\_\_\_\_

(2) Record of Applicant's Ownership:

A. ☒ By Deed:

Deed Book No. & Page No.: DR 2001 pg 8778

Date of Deed: \_\_\_\_\_

B. ☐ By Recorded Contract:

Misc. Book No. & Page No.: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

C. ☐ By Unrecorded Contract:

Date of Contract: \_\_\_\_\_

Name of Contract Seller: \_\_\_\_\_

Book No. & Page No. Of Deed in Seller's Name: \_\_\_\_\_

(3) Legal Description of Property for which rezoning is requested: (From the Deed or Abstract).

See attached deed of record.

Parcels 0636426007000 & 0636426009000

(4) Common Address of Property Involved:

N Morrison Rd, Muncie, IN

(5) Proposed zoning change: (Give exact zone classification.)

From the Residence Zone 5 Zone

To the Business Variety Zone

- (6) Intent and Purpose of Proposed Change: (Specify use contemplated on property.)  
Future commercial development.
- (7) Will the Owner develop the property for the use specified in Item 6 or does owner intend to sell property for the purpose specified.  
Yes, the owner will develop the property.
- (8) State how the proposed change will not adversely affect the surrounding area.  
The property to the south is already zoned BV. This will improve potential development of this parcel.
- (9) Will certain variances be requested if the proposed zoning change is granted?  
(If yes, list the variances)  
No.
- (10) Has the applicant provided stamped, addressed envelopes to send notices of this rezoning to all the property owners within 300 feet? Yes  
Has the applicant discussed this rezoning with those owners personally? No  
(If answer is yes, give their attitudes toward the rezoning.)
- (11) Are there any restrictions, easements, and/or covenants governing the property prohibiting its use for the purpose specified in this application?  
(If answer is yes, attach copy of it and/or explain.)  
No.

## AFFIDAVIT

(I or We) V. Jeanine Souders Revocable Trust- Jeanine Souders Trustee being duly sworn, depose and say that I/We am/are the owner(s)/contract owner(s) and contract seller(s) of property involved in this application and that the foregoing signatures, statements, and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my/our knowledge and belief.

SIGNATURES: Larry V. Souders

Subscribed and sworn to before me this 13<sup>th</sup> day of June, 2024

Katherine M. Vannice  
Notary Public

2/11/2032

My Commission Expires

Resident of Henry County

State of IN



### DO NOT WRITE IN THIS SPACE

The foregoing application has been inspected by me and was submitted to the Delaware-Muncie Metropolitan Plan Commission Office in accordance with all the formal requirements. If properly advertised by the applicant, this application will be heard by the Plan Commission in Public hearing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_

Date \_\_\_\_\_

FILED FOR RECORD  
8:30 o'clock  
Record 1001 Page 8778:29

032285

DEED 2001 8778

13  
3 DEC 21 2001

*Dee Marlow*  
Recorder, Delaware County

**QUITCLAIM DEED**

THIS INDENTURE WITNESSETH, that V. Jeanine Souders, an adult, of Delaware County, Indiana (Grantor) QUITCLAIMS to V. Jeanine Souders, as Trustee, or the Successor Trustee of the V. Jeanine Souders Revocable Trust dated May 25, 2001, and any amendments thereof, of Delaware County, Indiana (Grantee), the following described real estate in Delaware County, Indiana:

A part of the Southeast Quarter of Section 36, Township 21 North, Range 9 East, more particularly described as follows, to-wit:

Beginning at a point in the East line of the Southeast Quarter of Section 36, Township 21 North, Range 9 East 326.25 feet South of the Northeast Corner of the said Southeast Quarter; thence continuing South on the said East line 426.60 feet; thence West and parallel with the North line of the said Southeast Quarter 415.2 feet; thence North parallel with the East line of the said Southeast Quarter 426.60 feet; thence East parallel with the North line of the said Southeast Quarter 415.2 feet to the point of beginning. Estimated to contain 4.070 acres, more or less.

Unit Tax Number: 22-104

Sidwell Number: 06-86-426-007

IN WITNESS WHEREOF, the Grantor has executed this Deed this 25 day of May, 2001.

*V. Jeanine Souders*  
Signature - V. Jeanine Souders

*V. JEANINE Souders*  
Printed - V. Jeanine Souders

Duly Entered for Taxation  
Transfer Fees \$ 5.00

DEC 20 2001

*Gene L. Loefer*  
DELAWARE CO. AUDITOR



GENERAL DURABLE  
POWER OF ATTORNEY  
OF  
V. JEANINE SOUDERS

ARTICLE I  
DESIGNATION OF AGENT AND ALTERNATE

I, **V. Jeanine Souders**, of Delaware County, State of Indiana, being a mentally competent adult, acting individually and as **Trustee of the V. Jeanine Souders Restatement of Revocable Trust** dated the 29<sup>th</sup> day of April 2015, and as **Trustee of the Larry V. Souders and V. Jeanine Souders Restatement of Joint Revocable Trust**, dated the 29<sup>th</sup> day of April 2015, do hereby designate and appoint **Larry V. Souders** of Delaware County, State of Indiana, as my true and lawful Attorney-in-Fact, hereinafter sometimes referred to as my Agent, giving my Agent full authority and power to make financial, asset management, and personal decisions for me in my name, place and stead as authorized in this document. If **Larry V. Souders** is divorced or legally separated from me, this General Durable Power of Attorney shall be null and void.

ARTICLE II  
REVOCATION OF PRIOR POWERS

I hereby revoke all powers of attorney, general or limited, heretofore granted by me as principal and terminate all agency relationships created under any such prior powers, including those of all successor agents named or contemplated therein, if any.

ARTICLE III  
GENERAL ASSET AND FINANCIAL POWERS

The above named attorney-in-fact shall have the following powers:

1. To make, draw, and endorse promissory notes, checks or bills of exchange and to waive demand presentment, protest and notice of non-payment of all such instruments.
2. To make and execute any and all contracts.
3. To purchase, sell, dispose of, assign and pledge notes, stocks, bonds and securities, and to exercise such voting rights as my ownership of any notes, stocks, bonds and securities may entitle me, either in person or by proxy.
4. To sell, purchase, dispose of, assign and pledge any U.S. Savings Bonds and U.S. Treasury

VJS

Securities in which I may have interest.

5. To receive and to demand all sums of money, debts, dues, accounts, bequests, interest, dividends and demands whatsoever which are now or shall hereafter become due or payable to me and to compromise, settle or discharge the same.
6. To have access to any and all safe desposit boxes in my name and to open, inspect, inventory, place items in or remove from, and close said safe deposit boxes.
7. To bargain for, contract concerning, buy, sell, encumber and in any way and manner, deal with personal property of any kind or nature and to apply or make use of my property for my support and the support of those persons to whom I owe an obligation or support.
8. To execute instruments to effect the transfer of title to any motor vehicle owned by me.
9. To maintain, purchase, surrender, acquire, assign, pledge, make claims under, borrow against, partially or fully liquidate, change beneficiaries, designate insurers, and generally deal in all forms of insurance and claims thereon.
10. To purchase, sell, mortgage, convey, and lease any interest in real estate, wherever located, of which I may be owner now or hereafter.
11. To represent me in all matters relating to taxation, whether by the Federal Government, the government of any State or any local government unit and to prepare, sign and file any documents or forms that may be required in these matters.
12. To arrange for and consent to health care on my behalf in accordance with IC 16-36-1-1 et seq.
13. To transfer from time to time and at any time to the Trustee of any revocable trust agreement created by me before or after the execution of this instrument any or all of my cash, property or interests in property, including any right to receive income from any source.
14. To conduct estate planning on my behalf, including but not limited to, the making of gifts, creation of trusts, partnerships, and any other devices I might use myself were I competent to reduce tax liability or any other purpose beneficial to me or any of my beneficiaries.
15. To make irrevocable trust agreement created by me before or after the execution of this agreement.
16. To include all other specific powers as granted under IC 30-5-5-2 through IC 30-5-5-19, inclusive. However, I am specifically excluding IC § 30-5-5-16 conferring general authority with respect to health care powers and IC § 30-5-5-17 conferring general authority with respect to withdrawing or withholding of medical treatment on behalf of the principal from this power of attorney. I grant the powers enumerated in this power of attorney to Karen Smith or the successor under this document.
17. To direct that my attorney-in-fact may, without limitation, direct or indirect gifts (in trust or otherwise) of property to an attorney-in-fact or others as to amounts greater or less than the annual gift tax exclusion under Section 2503 of the Internal Revenue Code of 1986 then in effect.
18. And I hereby ratify and confirm all that my attorney-in-fact shall do by virtue hereby.



#### ARTICLE IV

#### EFFECTIVE DATE

This Power of Attorney shall become effective immediately and shall not be affected by my subsequent disability or incompetence.

#### ARTICLE V

#### THIRD-PARTY RELIANCE

No person, who relies in good faith upon any representations by or authority of my Attorney-in-Fact, shall be liable to me, my estate, my heirs or assigns for recognizing such representations or authority.

#### ARTICLE VI

#### TERMINATION

I hereby reserve the right of revocation; however, this Power of Attorney shall continue in full force until I have executed a written revocation hereof.

#### ARTICLE VII

#### MISCELLANEOUS PROVISIONS

1. This durable power of attorney is intended to be valid and given full faith and credit in any jurisdiction or state in which it is presented.
2. My Attorney-in-Fact shall not be entitled to any compensation for services performed hereunder, but shall be entitled to reimbursement for all reasonable expenses incurred and paid, including transportation costs, as a result of carrying out any provisions of this instrument.
3. My Attorney-in-Fact, including his or her heirs, legatees, successors, assigns, personal representatives, and estate, acting in good faith hereunder, are hereby released and forever discharged from any and all liability (including civil, criminal, administrative or disciplinary), and from all claims or demands of all kinds whatsoever by me or my heirs, legatees, successors, assigns, personal representatives, or estate, arising out of the acts or omissions of my Attorney-in-Fact, except for willful misconduct or gross negligence.
4. My Attorney-in-Fact is authorized to make photocopies of this instrument as frequently and in such quantity as he or she shall deem appropriate. Each photocopy shall have the same force and effect as any original.
5. If any part or provision of this instrument shall be invalid or unenforceable, such part or

1009

provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts or provisions of this instrument.

6. This instrument, and actions taken by my Attorney-in-Fact properly authorized hereunder, shall be binding upon me, my heirs, successors, assigns, legatees, guardians and personal representatives.

IN WITNESS WHEREOF, I have hereunto executed this Durable Power of Attorney this 29 day of April, 2015.

V. Jeanine Souders  
V. Jeanine Souders individually and as Trustee of the V. Jeanine Souders Restatement of Revocable Trust dated the 29<sup>th</sup> day of April 2015, and as Trustee of the Larry V. Souders and V. Jeanine Souders Restatement of Joint Revocable Trust, dated the 29<sup>th</sup> day of April 2015

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared V. Jeanine Souders individually and as Trustee of the V. Jeanine Souders Restatement of Revocable Trust dated the 29<sup>th</sup> day of April 2015, and as Trustee of the Larry V. Souders and V. Jeanine Souders Restatement of Joint Revocable Trust, dated the 29<sup>th</sup> day of April 2015, who acknowledged the execution of the foregoing General Durable Power of Attorney this 29<sup>th</sup> day of April, 2015.

WITNESS my hand and notarial seal.

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

Selga I. Rozkalns  
Notary Public

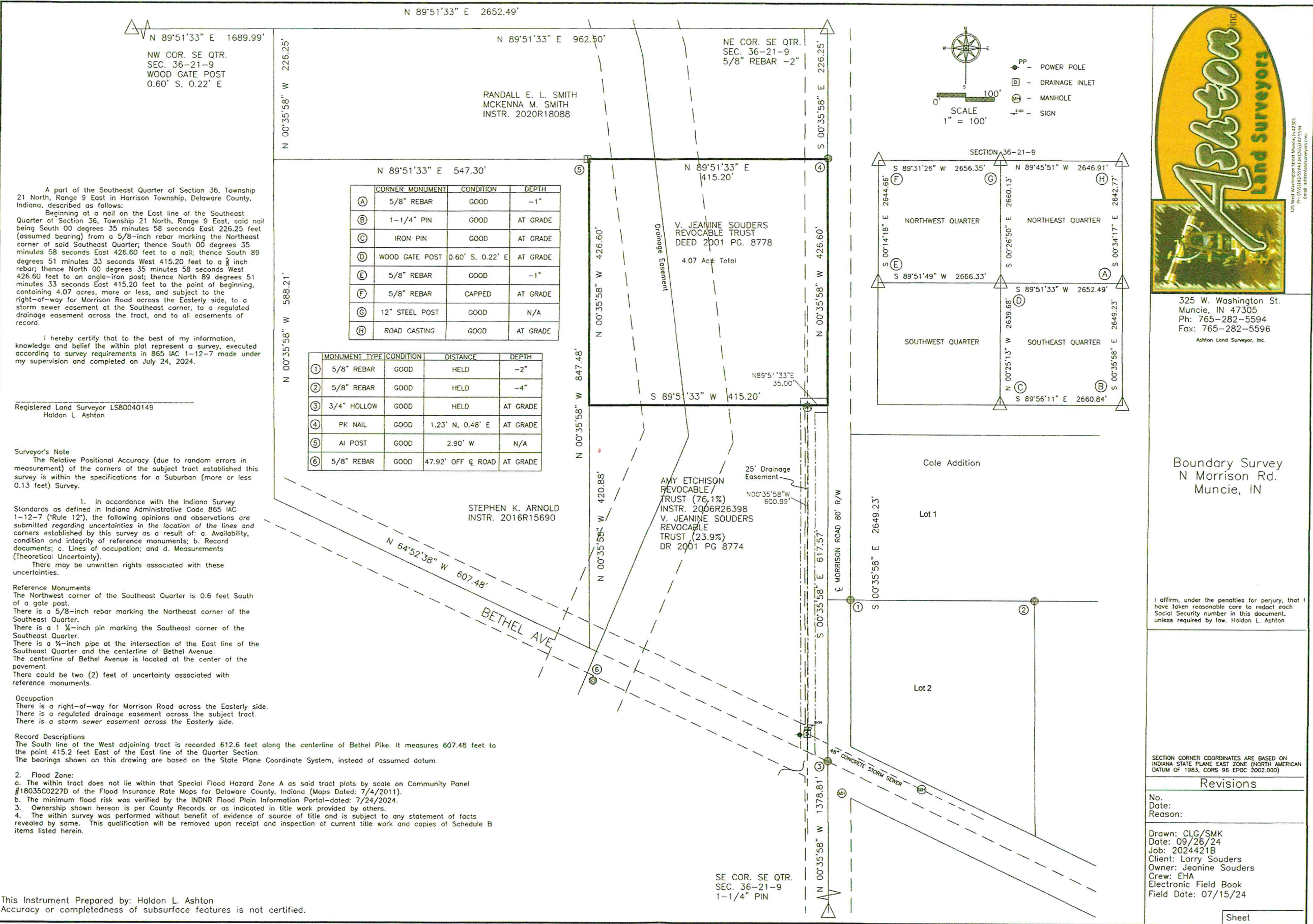
Printed



SELGA I. ROZKALNS  
NOTARY PUBLIC  
HAMILTON COUNTY, INDIANA  
COMMISSION EXPIRES: 9/8/18

THIS INSTRUMENT WAS PREPARED BY: Ronald A. Wright, Attorney at Law,  
11550 N. Meridian St., Suite 425, Carmel, IN 46032, (317) 575-1900.





A part of the Southeast Quarter of Section 36, Township 21 North, Range 9 East in Harrison Township, Delaware County, Indiana, described as follows:  
Beginning at a nail on the East line of the Southeast Quarter of Section 36, Township 21 North, Range 9 East, said nail being South 00 degrees 35 minutes 58 seconds East 226.25 feet (assumed bearing) from a 5/8-inch rebar marking the Northeast corner of said Southeast Quarter; thence South 00 degrees 35 minutes 58 seconds East 426.60 feet to a nail; thence South 89 degrees 51 minutes 33 seconds West 415.20 feet to a 1/4 inch rebar; thence North 00 degrees 35 minutes 58 seconds West 426.60 feet to an angle-iron post; thence North 89 degrees 51 minutes 33 seconds East 415.20 feet to the point of beginning, containing 4.07 acres, more or less, and subject to the right-of-way for Morrison Road across the Easterly side, to a storm sewer easement at the Southeast corner, to a regulated drainage easement across the tract, and to all easements of record.

I hereby certify that to the best of my information, knowledge and belief the within plat represent a survey, executed according to survey requirements in 865 IAC 1-12-7 made under my supervision and completed on July 24, 2024.

Registered Land Surveyor LS80040149  
Haldon L. Ashton

**Surveyor's Note**  
The Relative Positional Accuracy (due to random errors in measurement) of the corners of the subject tract established this survey is within the specifications for a Suburban (more or less 0.13 feet) Survey.

1. In accordance with the Indiana Survey Standards as defined in Indiana Administrative Code 865 IAC 1-12-7 ("Rule 12"), the following opinions and observations are submitted regarding uncertainties in the location of the lines and corners established by this survey as a result of: a. Availability, condition and integrity of reference monuments; b. Record documents; c. Lines of occupation; and d. Measurements (Theoretical Uncertainty).  
There may be unwritten rights associated with these uncertainties.

**Reference Monuments**  
The Northwest corner of the Southeast Quarter is 0.6 feet South of a gate post.  
There is a 5/8-inch rebar marking the Northeast corner of the Southeast Quarter.  
There is a 1 1/4-inch pin marking the Southeast corner of the Southeast Quarter.  
There is a 1/4-inch pipe at the intersection of the East line of the Southeast Quarter and the centerline of Bethel Avenue.  
The centerline of Bethel Avenue is located at the center of the pavement.  
There could be two (2) feet of uncertainty associated with reference monuments.

**Occupation**  
There is a right-of-way for Morrison Road across the Easterly side.  
There is a regulated drainage easement across the subject tract.  
There is a storm sewer easement across the Easterly side.

**Record Descriptions**  
The South line of the West adjoining tract is recorded 612.6 feet along the centerline of Bethel Pike. It measures 607.48 feet to the point 415.2 feet East of the East line of the Quarter Section. The bearings shown on this drawing are based on the State Plane Coordinate System, instead of assumed datum.

2. Flood Zone:  
a. The within tract does not lie within that Special Flood Hazard Zone A as said tract plots by scale on Community Panel #18035C0227D of the Flood Insurance Rate Maps for Delaware County, Indiana (Maps Dated: 7/4/2011).  
b. The minimum flood risk was verified by the INDNR Flood Plain Information Portal-dated: 7/24/2024.  
3. Ownership shown hereon is per County Records or as indicated in title work provided by others.  
4. The within survey was performed without benefit of evidence of source of title and is subject to any statement of facts revealed by same. This qualification will be removed upon receipt and inspection of current title work and copies of Schedule B items listed herein.

This Instrument Prepared by: Haldon L. Ashton  
Accuracy or completeness of subsurface features is not certified.

CORNER MONUMENT	CONDITION	DEPTH
(A) 5/8" REBAR	GOOD	-1"
(B) 1-1/4" PIN	GOOD	AT GRADE
(C) IRON PIN	GOOD	AT GRADE
(D) WOOD GATE POST	0.60' S, 0.22' E	AT GRADE
(E) 5/8" REBAR	GOOD	-1"
(F) 5/8" REBAR	CAPPED	AT GRADE
(G) 12" STEEL POST	GOOD	N/A
(H) ROAD CASTING	GOOD	AT GRADE

MONUMENT TYPE	CONDITION	DISTANCE	DEPTH
(1) 5/8" REBAR	GOOD	HELD	-2"
(2) 5/8" REBAR	GOOD	HELD	-4"
(3) 3/4" HOLLOW	GOOD	HELD	AT GRADE
(4) PK NAIL	GOOD	1.23' N, 0.48' E	AT GRADE
(5) AI POST	GOOD	2.90' W	N/A
(6) 5/8" REBAR	GOOD	47.92' OFF E. ROAD	AT GRADE



325 W. Washington St.  
Muncie, IN 47305  
Ph: 765-282-5594  
Fax: 765-282-5596  
Ashton Land Surveyor, Inc.

Boundary Survey  
N Morrison Rd.  
Muncie, IN

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Haldon L. Ashton

SECTION CORNER COORDINATES ARE BASED ON INDIANA STATE PLANE EAST ZONE (NORTH AMERICAN DATUM OF 1983, CORRS 95 EPOC 2002.000)

Revisions

No.  
Date:  
Reason:

Drawn: CLG/SMK  
Date: 09/26/24  
Job: 2024421B  
Client: Larry Souders  
Owner: Jeanine Souders  
Crew: EHA  
Electronic Field Book  
Field Date: 07/15/24

Sheet

RECEIVED

SEP 27 2024

DELAWARE-MUNCIE  
METROPOLITAN PLAN COMMISSION