

NOTICE OF PUBLIC HEARING

Description of Proposed Docket:

The applicant _____ is seeking a:

- Zoning Map Change (Standard or Planned Unit Development)
- Minor Subdivision (Five Lots or less)
- Major Subdivision (Five Lots or more as a Traditional Design)
- Conservation Subdivision (Five Lots or more with an Open Space Design)
- Planned Unit Development (PUD)
- Development Review (Site Review for new Structure)
- Administrative Appeal

From the **Floyd County Plan Commission.**

Street Address (see enclosed map):
Description of Project:

This is a notice that a public hearing regarding the proposed docket item will be on _____ located in **Suite 104 at the Pineview Government Center, 2524 Corydon Pike New Albany, IN 47150.**

Please note that information about the proposed docket item can be found at the following:

Floyd County Building and Development Services

2524 Corydon Pike Suite 203

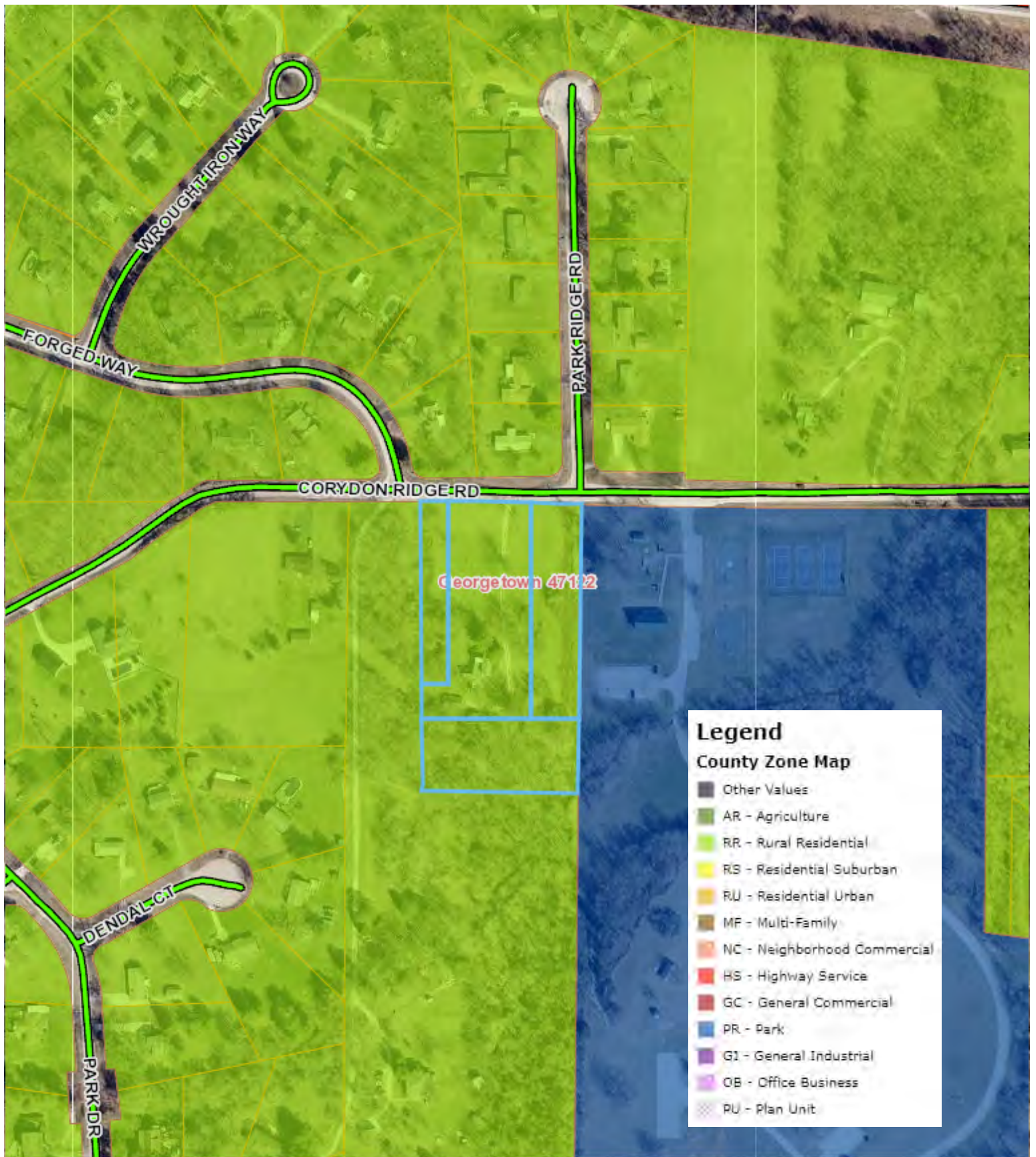
New Albany, IN 47150

Monday- Friday 8AM to 4PM

812.981.7611

Building@floydcounty.in.gov

Floyd County Government Website www.floydcounty.in.gov



Floyd County Plan Commission

Frequently Asked Questions

1. How can I find out more about this docket?

You can either visit the Floyd County Building and Development Services Office and review the file between the hours of 8AM to 4PM Monday through Friday or you can review the proposed application on-line at www.floydcounty.in.gov on the Plan Commission page.

2. How does this process work?

Depending on the docket, there are several different processes. The Plan Commission will take public comments on each proposal and values public comment in their decision-making process. The Plan Commission is required to follow state statute when considering each application. Below is a brief description of each application that may come before the commission. Please note the check marked application on the notification form to the corresponding process listed below:

- **Zoning** – The applicant is seeking to change the land use associated with the property in the proposed application. Per Indiana State statute, the Plan Commission holds a public hearing and determines a recommendation to the County Commissioners. The recommendation may be favorable, unfavorable or no recommendation. The recommendation is non-binding on the decision of the commissioners

The application is sent to the County Commissioners Office to place on their agenda following the Plan Commission hearing. The Commissioners have 90 days to make a decision on the application. They can approve, disapprove, or take no action. If no action is taken within 90 days, the recommendation of the Plan Commission then becomes binding.

- **Subdivision** – The applicant is seeking to subdivide the land. There are three types of subdivisions (Minor, Major and Conservation). The County has a set of rules regarding the subdivision of land. These rules include the placement and specifications of any new road, drainage, and sidewalks. It also has rules regarding utility and public safety services to the proposed application. The number of lots and their configuration are also part of the process. Additionally, studies of impacts on drainage, traffic, and the environment are reviewed if required.

If an applicant has demonstrated through its application that the County rules have been met, then the Plan Commission must approve the subdivision per Indiana State Statue. The Plan Commission does have the ability to place reasonable conditions on the applicant regarding their proposal.

- **Development Review** – The applicant is seeking approval to place a building on a site that must meet County standards. The County sets standards as it relates to building size, façade, sidewalks, parking, lighting, drainage, signage and landscaping. If an applicant has demonstrated through its application that the County rules have been met, then the Plan Commission must approve the plan per Indiana State Statue. The Plan Commission does have the ability to place reasonable conditions on the applicant regarding their proposal.



Floyd County
Department of Building & Development Services
2524 Corydon Pike Suite 203
New Albany, IN 47150
Phone: (812) 981-7611
Fax: (812) 948-4744
Building@floydcounty.in.gov

Application for Primary Approval of a Subdivision

Please Note:

This Application is a document of public record. Any information disclosed on this Application is available for review by the public. Incomplete Applications will not be accepted. Pre-submission meeting with Building and Development Staff are strongly encouraged. Please contact the office at 812-981-7611 to schedule a meeting.

1. General Information:

Subdivision Name:	TBD
Applicant Address:	501 E. Pearl St. New Albany, IN
Applicant Phone:	(502) 938-8115
Applicant Email:	jelder@theelderco.com
Applicant Address:	

Applicant's Interest in Property:

Owner Option Holder Purchase Agreement Legal Representative Other

Owner(s) of Property: (complete this section if *owner* is different than applicant)

Owner Name:	Marilu Linderman
Owner Address:	6527 Corydon Ridge Rd.
Owner Phone:	
Owner Email:	

Consultant Contact Information:

Consultant Name:	Jason Copperwaite
Consultant Address:	301 E. Chestnut Corydon, IN
Consultant Phone Number:	(812) 738-4124
Consultant Email:	jcopperwaite@ppa-eng.com

Applicant's Representative:

Representative Name:	Jake Elder
Representative Address:	501 E. Pearl St. New Ablany, IN
Representative Phone:	(502) 938-8115
Representative Email:	jelder@theelderco.com

2. Site Information:

Parcel ID Number:	22-02-00-200-124.000-002
Address of Property/Location:	6527 Corydon Ridge Rd.
Current Use of Property:	Single Family Home
Current Zoning District:	Rural Residential

Subdivision Type:

Administrative Major Conservation

Total Acreage of Subdivision:	5.06 +/-
Number of Lots:	16
Sanitary Sewer or Septic:	Sanitary Sewer

3. Required Documents:

Required Documents for an **Administrative Subdivision:**

- Plat detailing proposed lot, street, and easement layout meeting all requirements of the Subdivision Control Ordinance
- Deed
- Affidavit of Ownership (if applicable)
- Approval letter from each utility/public service provider (fire, water, electric, sewer, etc.) If on septic, include Health Department Approvals for each lot.
- \$350.00 Filing fee

Required Documents for a **Major Subdivision:**

- Plat detailing proposed lot, Street, and easement layout meeting all requirements of the Subdivision Control Ordinance
- Deed
- Affidavit of Ownership (if applicable)
- Approval letter from each utility/public service provider (fire, water, electric, sewer, etc.) If on septic, include Health Department Approvals for each lot.
- Proof of permit obtainment or permit application from INDOT, IDNR, ACOE, IDEM, or any other responsible permitting body (if applicable)
- Site plan detailing topography, wetlands, flood hazard areas, steep slopes (those exceeding 16%), and soils
- Preliminary drainage plan detailing proposed storm water infrastructure
- Traffic study (if applicable)
- Geotechnical Report (if applicable)
- Filing fee (\$350.00 plus \$12 per lot)

Required Documents for a **Conservation Subdivision:**

Please note: the below are required in addition to the above major subdivision requirements

Pre-Application:

- Application (Including Conservation Worksheet)
- Conceptual Site Plan on most current aerial map and a topographic map scaled 1"=100'. Each map shall illustrate the following:
 - o Conceptual Open Space areas (Hatched areas)
 - o Conceptual roadways
 - o Conceptual lot layout
 - o Conceptual drainage facilities
 - o Conceptual public recreational space
- Utility and Service Providers listed
- Adjoining Property Owner list (one (1) property deep)
- Vesting Deed or Affidavit from Owner
- Driving Directions to Site

Final-Application:

- Application (Including Conservation Worksheet)
- Proposed Plat on most current aerial map scaled 1"=100'. Plat shall illustrate the following:
 - o Conceptual Open Space areas (Hatched areas)
 - o Conceptual roadways
 - o Conceptual lot layout
 - o Conceptual drainage facilities
 - o Conceptual recreational facilities
- Technical Review Committee Report
- Plat Review Committee Report
- Traffic Study
- Drainage Report
- Utility and Service Providers letters (including additional sanitary sewer documentation)
- Adjoining Property Owners list (Two (2) property deep)
- Draft Restrictions and Covenants
- Vesting Deed or Affidavit from Owner
- Driving Directions to Site
- Any Supporting Documentation
- Any Proposed Written Commitments
- Open Space Acceptance Documentation

4. Signature:

The undersigned states that the above information is true and correct.

Name: Jacob C. Elder

Signature: Jacob C. Elder

Date: 6/10/24

SUBSCRIBED AND SWORN BEFORE ME

THIS 10th DAY OF June, 2024.

Jennifer G. Jones KYNP2373

NOTARY PUBLIC COUNTY OF Jefferson

MY COMMISSION EXPIRES 2/10/2028





Floyd County Plan Commission
 Floyd County Board of Zoning Appeals

AFFIDAVIT OF OWNERSHIP

If the owner(s) of the subject property are giving authorization for someone else to apply for this request, this attached attachment is to be completed and submitted at the time of the application.

I (We), Marilu Linderman, do hereby certify that I am (we are)
(Owners of subject property)

the owner(s) of the property legally described as 22-02-00-200-124.000-002,
(Parcel ID Number)

And hereby certify that I (we) have given authorization to The Elder Co., LLC,
(Applicant/Petitioner/Representative)

To apply for the included application on this subject property.

Name of Owner(s):	Parcel I.D. No:	Signature:	Date:
Marilu Linderman	22-02-00-200-124	<u>Marilu Linderman</u> 000-002	06/10/24

STATE OF Indiana)
) SS:
 COUNTY OF Floyd)

Subscribed and sworn to before me, a Notary Public within and for said County and State
 this 11th day of June, 2024.

MY COMMISSION EXPIRES:
05/02/2031

MY COUNTY OF RESIDENCE:
Floyd



Samuel Cain
 Notary Public

Samuel Cain
 Printed Signature



Floyd County
Department of Building & Development Services
2524 Corydon Pike Suite 203
New Albany, IN 47150
Phone: (812) 981-7611
Fax: (812) 948-4744
Building@floydcounty.in.gov

6/11/2024

Re: Plat Committee Meeting – Elder Co. – Conservation Subdivision Application

A plat committee meeting was held for the review of the 16 lot Conservation Subdivision Application located on Corydon Ridge Road.

Present:

Nick Creevy	Gina Anderson
Jason Copperwaite (Applicant Representative)	Chris Welch
Larry Bibelhauser	John Brinkworth, III
Vic Unruh	

The applicant presented the plat showing a 16 lot subdivision with a 27,402 sqft. "common area." The applicant is requesting a modification to allow less than the minimum 35% open space and the minimum of 25% or 2 acres (whichever is greater) of the open space set aside for public recreation space.

The applicant argues that the location next to Garry Cavin Park should be considered as a unique condition that meets the intent of the requirement. Currently the proposed open space is nearly 12.4%.

The applicant is working with the Parks Department on connecting to the subdivision through the common space and installing a vegetative buffer between the subdivision and the park.

The applicant will require a 5% density bonus for the number of requested lots. The applicant said they would need to discuss the 125% detention bonus with County Storm water and could get a bonus for landscape screening/fencing along the frontage. Nick Creevy noted that they do not have to have the detention bonus and could have just the frontage bonus to meet the 5% needed.

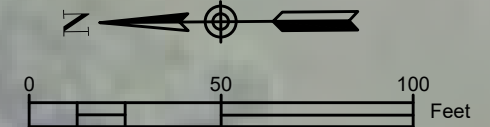
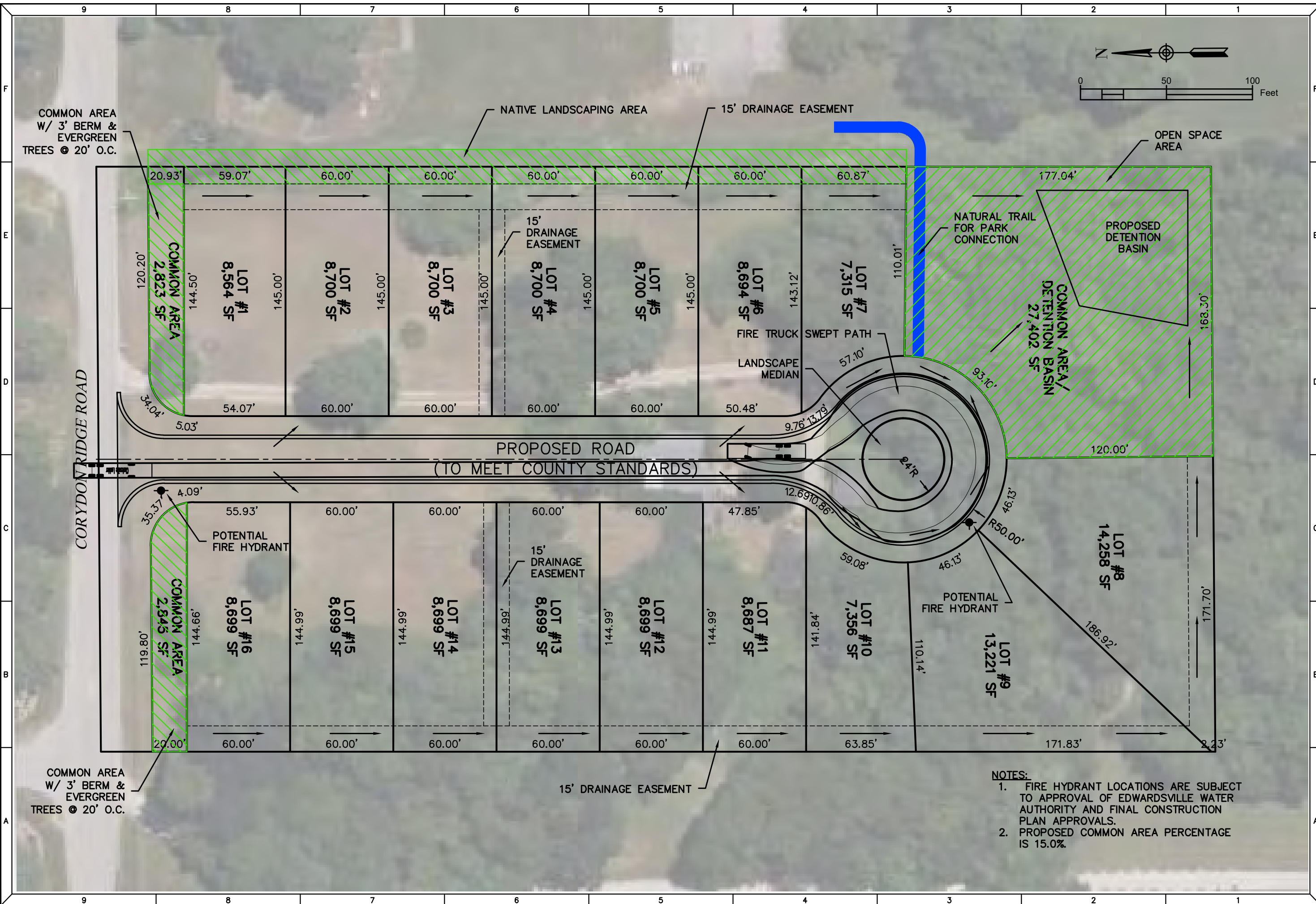
Further discussion on the frontage included the need for common space area for any landscaping/fences/or screening and that would help increase the total amount of common space if at least 20 feet wide.

The applicant asked about installing a landscape island in the cul-de-sac. It was noted that the Fire Departments are usually concerned that they would block their trucks.

The plat committee recommends that the applicant continue to work with the Parks Department on the vegetative buffer and access trail. Frontage should adequately screen the development from the road utilizing vegetation, a farm fence, and potentially a berm. Common space should be as close to the requirement as possible, additional space on the frontage and possibly narrowing lot sizes are potential ways to increase.

Nick Creevy, Plan Commission Director.

A handwritten signature in black ink, appearing to read "Nick Creevy", is written over a horizontal line.



Revision	Date	By
4:		
3:		
2:		
1:	06/25/2024	JMC

SITE SKETCH
 ELDER COMPANY
 CORYDON RIDGE ROAD
 GEORGETOWN, IN
 FLOYD COUNTY

301 E. CHESTNUT ST.
 CORYDON, IN 47112
 TEL: (812) 738-4124
 FAX: (812) 738-6740

PAUL PRIMAVERA & ASSOCIATES

Date: 06/05/2024
 Drafted By: JMC
 Checked By: DAS
 Directory: T:\2024\24890\
 File: 24890SKETCH3.
 Job No.: 24-24890
 Drawing No.
 1 OF 1

- NOTES:**
1. FIRE HYDRANT LOCATIONS ARE SUBJECT TO APPROVAL OF EDWARDSVILLE WATER AUTHORITY AND FINAL CONSTRUCTION PLAN APPROVALS.
 2. PROPOSED COMMON AREA PERCENTAGE IS 15.0%.



June 25, 2024

Floyd County Department of
Building & Development Services
c/o Plan Commission
2524 Corydon Pike Suite 202
New Albany, IN 47150

*** Sent via email to: Building@floydcounty.in.gov ***

Re: Written Commitments For The Petition To Rezone 6527 Corydon Ridge Rd.

Dear Plan Commission:

Thank you for allowing me the opportunity to meet with the Planning Director and other interested parties to ensure concerns are addressed in our pursuit of a successful rezone of the aforementioned property. The purpose of this letter is to clearly identify and delineate certain commitments that were of import should the rezoning request to Rural Suburban be successful. Thus, after careful consideration and several meetings we agree to the following:

1. Specific to the property boundary line between the subject property and the property owned by the Floyd County Park and Recreation Board (the "Parks Board"), we will:
 - a. Clear the vegetation at no expense to the Parks Board;
 - b. Retain any and all mature trees or other bushes that do not interfere with the overhead power lines;
 - c. Work with the Parks Board's arborist and our LA to maintain some level or combination of a natural landscape buffer so visitors of the park won't only see a fence line if a fence is installed;
 - d. Ensure the Parks Board maintains power to the back of the park; and,
 - e. Construct two points of connectivity from the development to the park (i.e. both in the back of the development and at the front);
2. We will work with the Planning Director to provide a design with an acceptable entrance focusing on rural characteristics. Acceptable examples would be landscape berms, horse fencing, and monument signage consistent with the surrounding neighborhoods.

We believe this proposed development will be a great addition to Floyd County and we look forward to presenting our thoughts to you at the meeting.

Sincerely,

Jacob C. Elder

Jacob C. Elder

The Elder Company, LLC
501 Pearl St., New Albany, IN 47150
jelder@theelderco.co / 502.938.8115

**RESTRICTIONS AND PROTECTIVE
COVENANTS FOR [TBD NAME OF DEVELOPMENT]**

The Elder Company, LLC, its successors and assigns (hereinafter the “Developer”) on the _____ day of _____ 2024 makes these Restrictions and Protective Covenants for [TBD NAME OF DEVELOPMENT] and does hereby impose the same upon each lot within the plat of the [TBD] Subdivision of record as Plat Number _____ in the Floyd County, Indiana, records (hereinafter “_____” or the “_____ Development”), for the mutual benefit of all persons, firms and corporations who may now or hereafter have any vested interest, legal or equitable, in a lot within such subdivision.

ARTICLE I

USE RESTRICTIONS

1. Primary Use Restrictions. No lot shall be used except for private residential purposes and except for “home occupations” as such term is construed under the planning and zoning regulations of Floyd County, Indiana. No structure shall be erected, placed, altered or permitted to remain on any lot except private residential dwellings. All lots shall be developed in accordance with the requirements herein and with any applicable permit or geotechnical report.

1.1 Nuisances. No nuisance shall be allowed, conducted or permitted within the _____ Development.

1.2 Use of Other Structures and Vehicles.

- (a) Unless approved by the Developer in writing, no structure of a temporary character, or otherwise including, without limitation, any outbuilding, trailer, tent, shack, garage, barn or structure, other than a residence, shall be permitted on any lot. Temporary sheds or field offices used by a builder or the Developer are permitted if approved in writing by the Developer, provided, however, the same shall be removed when construction or development is completed, and no such structure shall at any time be used as a residence, temporarily or permanently.
- (b) No commercial vehicle, bus, mobile home, motor home, trailer, camper trailer, camping unit, camping vehicle, or boat shall be parked or kept outside the garage on any lot or on any street in the _____ Development for any period in excess of seven (7) days in any 365-day period (any portion of a day constitutes a day). A vehicle shall be considered a commercial vehicle if it is used for commercial or business purposes.
- (c) No vehicle, motorized or otherwise, including but not limited to, those set forth in subsection 1.2(b) above, shall be parked at any time in front of a mailbox, sidewalk, or driveway opening, nor shall they be parked between the hours of 6:00 a.m. and 6:00 p.m. on any street or right-of-way of the _____ Development. Furthermore, no such vehicle shall be parked at any time except on a street or a driveway or in a garage. Vehicles may not be parked in any other manner, unless permitted, in writing by the Developer.
- (d) No vehicle determined to be objectionable or unsightly by Developer or its successors or assigns, including the Community Association (as defined later in this Declaration), and no vehicle which is inoperable, shall be parked at any time on any street or any portion of a lot

except in a garage.

- (e) There shall be no habitation of any vehicle parked anywhere in the _____ Development.

1.3 Clothes Lines Awnings and Exterior Improvements.

- (a) No outside clothes lines shall be erected or placed on any lot.
- (b) No awnings or other similar exterior window coverings shall be installed on a residence unless approved in writing, in advance of installation, by Developer.
- (c) No fence or wall of any nature may be extended toward the front or street side property line beyond the back or side wall of a residence. All fences shall have a 48-inch wide gate. No fence shall be placed in the _____ Development unless the design, placement and materials have been approved in writing, in advance of construction, by the Developer. Any installation or improvement made without previous approval from the Developer or assigns will be removed at the owner's expense.
- (d) No above-ground swimming pools (or on-ground swimming pools) shall be erected or placed on any lot. In-ground swimming pools, water features, hot tubs and spas may be permitted if design and placement thereof are approved in writing, in advance of construction, by the Developer.
- (e) No antennae, receiver, or transmitter (including "satellite dishes") shall be erected or placed on any lot unless its size, design and placement are approved in writing, in advance of installation, by the Developer.
- (f) No exterior play or sports equipment, including without limitation basketball goals, nets and skateboard ramps, shall be located on any lot, unless approved in writing, in advance of installation, by the Developer.
- (g) No firewood shall be stored in a location that is visible from the front of the lot on which it is stored.
- (h) No ornamental yard object, statuary, sculpture or similar items may be placed on any lot unless the design and placement are approved in writing by the Developer.
- (i) No seasonal decorations may be placed on any lot for more than 90 days.
- (j) Grills and outdoor furniture may only be placed and used in the rear yard of a lot.
- (k) Flag poles and flags are permitted only after approval of pole size and placement and flag by the Developer. No offensive flags will be permitted.

1.4 Animals. No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any lot for any purposes; provided, however, that dogs, cats or other common household pets may be kept, providing they are not kept, bred or maintained for any purpose. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet; provided however, that household pets may be walked within the _____ Development, so long as such animals are leashed and are at all times under the control of a resident. Pet

owners shall immediately remove animal waste from the yards of other owners and from streets and Common Areas.

1.5 Disposal of Trash. No lot shall be used or maintained as a dumping or storing ground of rubbish, trash or garbage. Trash, garbage or other waste shall be kept in sanitary containers. No trash, garbage, recycling materials or other waste shall be kept or allowed to remain outside, except same may be placed in sanitary or other appropriate containers outside on the day of any regular trash or garbage or recycling collection; containers shall be removed promptly after garbage or recycling pickup. During construction or remodeling of residences, rubbish and construction materials may be temporarily stored in dumpsters or garbage enclosures.

1.6 Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or common area or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet; provided however, Developer (i) shall have the right to erect larger signs when advertising the development, (ii) to place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. **The provisions of this section are not intended to run contrary to I.C. 32-21-13 et seq. which allows the display of certain political signs** beginning thirty (30) days before and ending five (5) days after the election to which the sign relates. An Owner may display a maximum of three (3) political signs **provided** they are within the bounds of I.C. 32-21-13 et seq. and comply with the other provisions of this Section of these Restrictions.

1.7 Subdividing Lots. No Owner of a lot shall subdivide or seek physical partition of any lot, except as permitted by applicable subdivision control regulations.

1.8 Model Homes and Sales Offices. Notwithstanding the primary use restrictions set for in Section 1 (Primary Use Restrictions), a new house or houses may be used by a builder as a model home for display or for the builder's own office to the extent permitted under applicable planning and zoning regulations. Also, until such time as the Developer has sold all of the lots in the _____ Development, the Developer may maintain a sales office and model homes within the _____ Development.

ARTICLE II

IMPROVEMENTS TO PROPERTY

2. Approval of Construction, Fencing and Landscaping Plans.

- (a) No structure may be erected, placed or altered on any lot (except by the Developer) until the construction plans and building specifications including: (i) a survey of the lot prepared by a land surveyor, licensed in the State of Indiana; (ii) the location and specifications of all improvements including any building, fence, wall or other structure on the lot; (iii) the grade elevation (including rear, front and side elevations); (iv) the type of exterior materials (including delivery of a sample thereof); (v) the location and size of the driveway; (vi) a landscaping plan; and (vii) such other data as the Developer may request, have been approved by the Developer at its sole discretion. In addition to the foregoing, no structure may be erected, placed or altered on any lot until a plot plan depicting the location of all improvements, setback and easements has been approved by the Developer. In reviewing any proposed

structure, the Developer may take into consideration the suitability of the structure to the site, the harmony thereof with the surroundings, and the effect of the structure on the view from adjacent or neighboring lots. The Developer, in its sole discretion, shall have the right to accept or reject construction plans and building specifications. The foregoing plans shall show the location of any hydrant and must comply with applicable regulations concerning hydrants to assure access by emergency and utility services providers at all times; moreover, landscaping or other structures shall not be located closer than three (3) feet to a hydrant.

- (b) Without limiting the generality of the foregoing provisions of Section 2(a), after initial construction, no lot owner may materially alter the exterior appearance of the residence constructed without approval of the Developer.
- (c) References to “the Developer” shall include any entity, person or association to whom Developer may assign its rights and responsibilities, including these rights of approval. References to “structure” shall include, but not be limited to, any building (including a garage), fence, shed, deck, porch, balcony, wall, antennae, microwave and other receivers and transmitters (including those currently called “satellite dishes”), swimming pool, tennis court, mailbox and paper box. If any swimming pool is approved, it shall be fenced in accordance with applicable laws and ordinances or in accordance with standards imposed by the Developer or the Community Association, whichever is the more restrictive.

2.1 Building Materials.

- (a) The exterior building material of all structures shall be brick, stone, brick veneer or similar materials, stone veneer, siding (non-vinyl), or a combination of those materials. The Developer reserves the right to approve, in writing, other exterior building materials (such as stucco or stucco like materials).
- (b) Developer reserves the right of prior approval of each general contractor or builder, which proposes, or is contracted with, hired or otherwise retained by any owner, to build a residential structure on any lot, which approval must be obtained prior to the commencement of any such construction in the _____ Development. The Developer reserves the right of prior approval in order to ensure (i) the maintenance of quality construction with in the _____ Development, (ii) that the economic value of other lots and structures within the _____ Development will not be impaired by the construction of residential structures not of the comparable quality, and (iii) the maintenance of the aesthetic quality of the _____ Development. The Developer’s approval of any general contractor or builder for any particular lot shall not be considered approval to build on any subsequent lot, nor does the Developer waive any right to disapprove any general contractor or builder on any subsequent lot because of approval on a previous lot. Any approval by Developer of any general contractor or builder shall in no manner whatsoever serve as a guarantee, warranty or representation of the quality of workmanship by said general contractor or builder, or its ability to fully perform the work for which the owner contracted, nor the owner's satisfaction therewith.

2.2 Minimum Floor Areas.

- (a) The ground floor area of any residence shall be a minimum of one thousand two hundred fifty (1,250) square feet.
- (b) The total floor area of a one-story residence shall be a minimum of one thousand two hundred

fifty (1,250) square feet.

- (c) The total floor area of a multi-story residence shall be a minimum of one thousand five hundred (1,500) square feet.
- (d) Finished basement areas, garages and open porches are not included in computing floor area.

2.3 Garages, Carports and Driveways. All lots shall have at least a two-car attached garage unless otherwise approved in writing, in advance of construction, by the Developer. No carports are permitted unless otherwise approved in writing, in advance of construction, by the Developer.

2.4 Mail and Paper Boxes. All mailboxes and paper boxes shall be of a uniform style determined by the Developer (at the cost of a lot owner).

2.5 Drainage Non-Disturbance of Natural Drains. Drainage of each lot shall conform to the general drainage plans of the Developer for the _____ Development. Each lot owner shall ensure that the grading of the owner's lot shall comply with drainage plans. If drainage is blocked or altered by a lot owner, such lot owner shall at his/its sole expense correct the drainage, upon written notice from the Developer. The Developer, in its sole discretion, however, may correct drainage blocked or alter by a lot owner and bill the lot owner for the reasonable costs of the correction. No rain and storm water runoff or surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into sanitary sewers. Sump pumps and downspouts must be discharged on the owner's lot, which point of discharge may not be closer than two (2) feet to the owner's lot line boundary. Furthermore, sump pumps, downspouts, and footings drains shall not be connected to sanitary sewers.

2.6 Erosion Control.

- (a) Each lot owner, specifically including, without limitation, a builder intending to construct and sell a home on such lot, shall comply with the erosion control plan filed for the development pursuant to Rule 5 of 325 IAC 15, et seq., pertaining to Storm Water Runoff Associated with Construction Activity. All erosion control measures shall be performed by personnel trained in generally accepted erosion control practices, and shall comply with the design criteria, standards and specifications for the erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas published by the Indiana Department of Natural Resources, Division of Soil and Water Conservation.
- (b) Prior to the construction of a residence or any appurtenant structure on each individual lot, it shall be the responsibility of the lot owner, or his agents and assigns, to maintain erosion control on each lot to prevent erosion of earth onto any road, curb improvements, adjoining lot or adjacent property. After the transfer of ownership from the builder to the resident, each individual lot owner shall have a continuing duty to similarly prevent any erosion of earth onto road, curb improvements, adjoining lot or adjacent property. Should any lot owner, or his agents or assigns, fail to take any steps deemed as reasonably required to prevent such erosion, the Developer, may, in its sole discretion, take actions to halt or mitigate any such erosion within any such lot. By acceptance of a deed to the lot, each owner grants to the Developer, and the Developer retains, a license to enter the lot at any and all reasonable times for purposes of taking halting or mitigating erosion. The lot owner shall reimburse the Developer's or other performing parties for all expenses incurred in effecting such actions.

- (c) Drainage of each lot shall conform to the engineered general drainage plans prepared by Developer's engineer, Paul Primavera & Associates, Inc. Under no circumstances shall a drainage ditch be filled, altered or piped without the prior written approval of the Developer's engineer and the Developer. All storm water runoff, downspout drain lines, and sump pump lines shall be directed to the drainage collection ditch shown on the recorded plat of the subdivision and approved by the Developer, unless an alternative discharge point is approved in writing by the Developer and its engineer.
- (d) Surface drainage easements and common areas used for drainage purposes as shown on the recorded plat of the development are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface across which such runoff is intended to flow shall be maintained in an unobstructed condition. Public entities and officials having jurisdiction over storm water drainage and ditches shall have the right to determine whether or not an obstruction exists and the right to enter and to repair and maintain, or require such repair or maintenance, by a lot owner.
- (e) A lot owner shall obtain inspection and approval by Developer of the finish grading on each lot prior to it being seeded or sodded.

2.7 Yards. All yards shall be graded and sodded in the front and sides and seeded or sodded in the back upon completion of construction of a residence. All finished grades must be in accordance with construction plans approved by the Developer.

2.8 Utilities. Each lot's utility service lines shall be underground throughout the length of service line from the utility point of delivery to the lot owner's building improvements; the cost of installation and maintenance of service lines shall be the respective lot owner upon which said service line is located. Easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties, to install, operate and maintain utility service lines. Service lines, as installed, shall determine the exact location of said easements. Utility easements shown on the subdivision plat shall be maintained and preserved, and no encroachment therein, nor change in the grade or elevation thereof, shall be made by any person or lot owner without the express written consent of applicable utility providers and the Developer.

- (a) All utility meters must be located on the side or rear of the home.
- (b) Easements for overhead or underground transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces indicated by the subdivision plat and designated for overhead and underground facilities. Above ground electric transformers and pedestals may be installed at appropriate points in any utility easement.
- (c) The utility easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of the development, shall include rights of utility providers for the installation, operation and maintenance of cable telecommunication service to the lot owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission media.
- (d) To the extent any electric lines, telecommunication lines, gas, water, sanitary sewer or drainage facilities serving a lot cross lot lines and are not in easements shown on the recorded plat, each

lot owner serviced by such a line shall have an easement for the purpose of access to such facilities and for maintaining such facilities wherever located. In exercising this easement right, every lot owner shall take care to minimize the disruption to or disturbance of another lot and the common areas and shall, at the sole cost of the lot owner exercising access and maintenance rights, repair any damage caused to other property and restore any disturbed property to the condition that existed prior to exercise of these easement rights to the extent reasonably possible.

2.9 Developer Enforcement. Upon a lot owner's failure to abide by or comply with the provisions hereof, the Developer may take such action as necessary to enforce a lot owner's obligations and compliance therewith. A lot owner shall immediately, upon demand, reimburse the Developer for all expenses incurred in so doing, together with court costs, reasonable legal fees and allowable statutory interest. The Developer shall have a lien on the lot and the improvements thereof to secure repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced. In the event that any building construction is done in violation of the plans, specifications, or without approvals by the Developer, then the building contractor and lot owner shall be jointly and severally liable to the Developer for an enforcement fee of \$2,500.00 in addition to injunctive relief, damages and expenses of litigation, including reasonable attorney's fees. Such fee shall be payable within thirty (30) days of written notice. In taking action to enforce compliance with construction plans and specifications and matters occurring off subdivision owners' lots, the Developer is not required to follow the notice and grievance procedures set forth below as a prerequisite to obtaining judicial relief or in remedying any condition off subdivision owners' lots.

2.10 Enforcement and Grievance. The terms, provisions and conditions of these covenants and restrictions shall be enforceable by the Developer or Community Association, and each owner. The Developer and/or the Community Association (once formed) shall have the power and authority to impose reasonable fines for violation of these covenants and restrictions or any rule or regulation of the Community Association, which shall constitute a lien upon the lot of the violating owner; such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced, including suspension of the owner's voting rights and access to Common Areas. If any occupant, guest or invitee of a lot violates the covenants and restrictions or rule or regulation of the Community Association and a fine is imposed, the fine shall be assessed against the owner to which such occupant, guest or invitee is associated; the owner shall pay the fine upon notice from the Community Association or Developer. The failure of the Developer and/or the Association to enforce any provision of the covenants and restrictions or any rule or regulation of the Community Association shall not operate as a waiver of the right to do so thereafter.

Any alleged violation of these covenants and restrictions to be enforced shall be put in writing and signed by at least one owner or the Developer or Community Association ("Complainant") and presented to the violating owner ("Violator"). Such written notice ("Violation Notice") shall be delivered by the Complainant to the Violator certified mail (return receipt requested) advising the Violator of the alleged violation in specific terms. If the Complainant is not the Developer or the Community Association, then, in that event the Complainant shall also deliver a copy of the Violation Notice to the Developer and the Community Association. The Violator shall respond in writing to the Complainant within thirty (30) days of delivery of the Violation Notice either a) denying and contesting the violation; or b) advising the Complainant how the alleged violation will be remedied. No enforcement action may be commenced in any Court until this procedure has been followed. The prevailing party in any enforcement action is entitled to recovery of all costs, including, but not limited to, reasonable attorney's fees.

Enforcement of these covenants and restrictions, excepting as provided in Section 2.9, shall be by

proceeding law or in equity, brought by an owner of real property in the subdivision or by the Developer or Community Association against any party violating or attempting to violate any covenants or restrictions, either to restrain violation, to direct restoration or to recover damages.

2.11 Obligation to Construct or Re-convey. Each lot owner shall, within three (3) years after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single-family dwelling approved, upon each lot conveyed; provided, however, that should said construction not commence within the specified period of time, and/or if the lot owner has not complied with all of the restrictions herein or from this time forth does not comply with such restrictions as provided, then the Developer may elect to repurchase any and all lots on which construction has not commenced for eighty percent (80%) of the original purchase price of said lot or lots hereunder, in which event the lot owner shall immediately re-convey and deliver possession of said lot or lots to the Developer by warranty deed. Failure of the Developer to elect to repurchase any lot on which construction has not timely commenced under the terms of this provision shall not be deemed a waiver of the Developer's right to elect to repurchase in the future any or all of such lots on which construction has not timely commenced.

2.12 Restrictions Run with Land. Unless altered or amended under the provisions of this Paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date this document is first recorded, after which time such covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement in writing changing or releasing the same, in whole or in part, and signed by the then owners of not less than fifty-one percent (51%) of the lots, has been recorded in the Recorder's Office of Floyd County, Indiana. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation of any of these restrictions, shall not be deemed a waiver of the right to seek enforcement of these restrictions.

2.13 Reservation by Developer to Alter or Amend Restrictions and Protective Covenants. The Developer, its successors and assigns, reserves the exclusive right to unilaterally alter or amend these restrictions and protective covenants during the development period of the development. For purposes of this section, the "development period" shall be from the date that these restrictions and protective covenants are executed by the Developer until the last lot within the development is conveyed.

2.14 Adjoining Property. The property adjoining the _____ may not be owned or zoned the same as property within the _____ Development. The Developer shall be under no obligation to develop or control such adjoining property with zoning, development requirements, or restrictions and covenants that are the same, or similar to, the _____ Development. Developer reserves the future right, however, to add additional sections to the _____ Development and such additional sections or other developments which may be adjacent to or contiguous to _____, shall, in the sole discretion of Developer, be entitled, upon payment of their pro rata share to use of the common areas and/or recreational facilities.

2.15 Severability and Invalidation. Invalidation of any provision hereof by a court judgment shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE III

COMMON AREAS AND EXTERIOR YARD AND LANDSCAPE MAINTENANCE

3. Maintenance and Ownership of Common Facilities, Open Space, and Exterior Yard and Landscape. As evidenced by the acceptance of a deed, contract, or other means of transfer, for a lot, each owner covenants and agrees to pay annually a prorata share of the cost of maintenance for each lot's exterior yard and landscaping, including biannual trimming and mulching, and of all associated common areas, both present and future, which may be constructed in the development. The assessment for the common areas shall be made and determined initially by the Developer, and subsequently said assessment determination may be assigned to a Community Association, as set forth below.

3.1 Community Association and Common Areas.

- (a) Any Common Facilities, Open Space, or Common Areas (collectively referred to herein as a "Common Area" or "Common Areas"), as designated on the development plat shall be conveyed to the Community Association after fifty percent (50%) of the lots have been sold to third parties not affiliated or related to the Developer. Such Common Areas shall be for the use of the lot owners and their guests and invitees and shall not be available, generally, to the public unless otherwise provided for by the Conservation Subdivision Requirements of Floyd County, Indiana.
- (b) The Community Association shall be obligated to maintain, repair and/or replace of all sidewalks and trails within the _____ Development and shall: (i) procure and maintain liability insurance, with a minimum single limit of not less than \$1,000,000.00, for death, personal injury or property damage resulting from a failure to so maintain, repair or replace same; (ii) levy and impose upon each lot owner an annual fee sufficient to defray the costs and expenses associated with the obligations to be assigned pursuant to this subsection; and, (iii) if the sidewalks or trails or any part or portion thereof and to be located in the right of way of any public street or way, the applicable provision hereof are enforceable by Floyd County.
- (c) The Community Association shall be responsible for taxes, if any, on any and all Common Areas. The Community Association shall procure and maintain adequate resources to manage the Common Areas and Owners' yards / landscaping, maintain its property in good condition, and handle the financial and business affairs of the Community Association.
- (d) The Community Association shall prepare an annual report and provide a copy of the report to the lot owners upon written request and to Floyd County planning and zoning officials.

3.2 Owner's Yard and Landscape Maintenance.

- (a) The Community Association shall be responsible for ensuring the owners' yards and landscaping are regularly maintained and neatly kept. Each yard shall be cut at least one (1) time per week and regularly fertilized to limit weeds. Each owner is responsible for the care of its plants, bushes, and trees, but the Community Association is responsible for trimming the landscaping twice (2) per year (spring and fall) including the replacement of any mulch beds, if any.
- (b) After the warranty period for the initial planting of the plants, bushes, and trees expires (collectively referred to as the "Landscaping"), it is the sole responsibility and cost of the owner to replace any dead Landscaping with thirty (30) days upon written notice as described in Sections 2.9 and 2.10.

ARTICLE IV
COMMUNITY ASSOCIATION

4. Membership and Voting Rights.

- (a) An association of lot owners to be known as the “_____ Community Association” (herein the “Community Association”) shall be incorporated as an Indiana not-for-profit corporation by the Developer within sixty (60) days after the first lot is sold to an unaffiliated or unrelated third party. The Community Association first meeting shall be called as provided below in subsection 4(j).
- (b) Every owner of a lot in the _____ Development shall be a member of the Community Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.
- (c) The Community Association shall have one class of voting membership: when more than one person owns an interest in any lot all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid, but if such vote is questioned by any member holding any interest in such lot, if any such members are not in agreement, the vote of such lot which is questioned shall not be counted. For purposes of voting, the Developer shall be considered as an owner within the voting membership class and may cast a vote for each lot that the Developer owns.
- (d) The owner of any lot within the development, by acceptance of a deed or contract to such any lot, whether or not it shall be expressed in such instrument of conveyance from the Developer, is deemed to covenant to agree to pay to the Community Association an assessment to the Community Association an assessment in the initial sum of \$1,200.00 (One Thousand Two Hundred and No Cents) per lot. The annual assessment shall be due on the 1st day of January of each year after such initial conveyance is made. The annual assessment, together with interest, cost and reasonable attorney’s fees shall be charge on the land and shall be a continuing lien upon the property on which such assessment is made. Each assessment together with the interest, cost and reasonable attorney’s fees shall also be the personal obligation of the person who was the owner of such property at the time the assessment was due. The personal obligations for delinquent assessment shall not pass to his successors in title unless expressly assumed by them by recorded instrument. Upon the failure of the owner to pay any assessment when due, The Community Association may suspend the owner’s voting rights and access to common
- (e) The assessments levied by the Community Association shall be exclusively to promote the recreation, health, safety and welfare of the residents of the development and for the improvements and maintenance of the Common Areas, including; the development entrance or entrances, lot owners’ yards and landscaping, and landscaping islands in the roadways of the entrance(s) and cul-de-sacs. The Community Association will also be responsible for any taxes or assessments imposed upon the common grounds. In addition, the Community Association shall also be required to carry liability insurance on common areas and to defend and indemnify individual lot owners for claims related to Common Areas.

- (f) The Community Association, by vote of the majority of the members of said association, may increase or decrease the annual assessment.
- (g) Any assessments not paid within thirty (30) days after the due date shall be charged interest from the due date at the rate of fifteen percent (15%) per annum. The Community Association may bring an action of law against the owners primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of Common Areas or abandonment of such owner's lot.
- (h) The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. Provided, however, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments, which become due prior to such sale or transfer.
- (i) All properties dedicated to and accepted by a local public authority, the Common Areas, and all properties owned by the Developer shall be exempt from the assessment created herein.
- (j) The Developer shall call the first meeting of the Community Association session by giving a thirty (30) day written notice to all members. Such meeting shall be called upon the sale of fifty percent (50%) of the lots within the development to a third party not affiliated or related to the Developer in any manner. Until such time as the first meeting is called and directors elected, the Developer shall operate and on behalf of the Community Association as its duly authorized representative.
- (k) Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of the members or all proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. A required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. A majority vote of the quorum shall be required to take any action.
- (l) The Community Association may take the action of appointing a Board of Directors that act on behalf of the Community's Association, and to adopt by-laws to guide the Community Association and directors.
- (m) Every owner shall have the right, use, and enjoyment in and to the Common Areas. The right of the Community Association to dedicate or transfer a Common Area shall not be effective unless a recorded agreement permitting such dedication or transfer is signed by two-thirds (2/3) of the members.

IN WITNESS WHEREOF, THE ELDER CO, LLC, by its duly authorized member, has subscribed its name this _____ day of _____ 2024.

THE ELDER CO., LLC

By: _____
_____, as _____

STATE OF INDIANA)
) ss:
COUNTY OF FLOYD)

Before me, a Notary Public in and for said County and State, personally appeared _____, as the duly authorized _____ of **THE ELDER CO., LLC**, an Indiana limited liability company, and acknowledged the execution of the foregoing Restrictions and Protective Covenants for _____.

WITNESS my hand and Notarial Seal this _____ day of _____ 2024.

[seal] _____
Notary Public
Printed: _____
My Commission Expires: _____
My County of Residence is: _____

This Instrument Prepared by:

“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.” _____

FLOYD COUNTY
ASSESSOR

Duly Entered For Taxation
Subject To Final Acceptance
For Transfer

E-RECORDED
202208948
FLOYD CO. IN RECORDER
LOIS ENDRIS
07/27/2022 08:01 AM
202208948 Pages: 4
Transaction # 4062515

Jul/26/2022

Send tax bill to:

Marilu Linderman
6527 Corydon Ridge Road
Georgetown, IN 47122
Parcel No. 22-02-00-200-124.000-002
Tax ID No. 002-06100-68

Jul 26 2022 - TDB

Jaqueline Weening
AUDITOR FLOYD CO. IND.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH that Marilu Linderman and Chester D. Linderman (a/k/a Chester Linderman), wife and husband, Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

CONVEY and QUITCLAIM

Unto Marilu Linderman, in fee simple, all of the Grantors' rights, title and interest in and to the real estate in Floyd County, Indiana, commonly referred to as 6527 Corydon Ridge Rd., and more particularly described as follows:

See "Exhibit A".

Subject to any and all easements and/or restrictions of public record, which may apply to the above-described real estate.

No title exam has been performed prior to preparing this deed.

IN WITNESS WHEREOF, the Grantors have executed this deed on this July 18, 2022.

Marilu Linderman
Marilu Linderman, Grantor

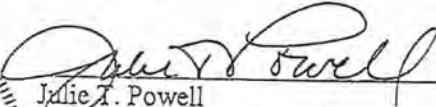
Marilu Linderman, POA
Chester D. Linderman (a/k/a Chester Linderman), Grantor, by Marilu Linderman, pursuant to General Durable Power of Attorney dated September 7, 2021 and recorded as Instr. No. 202208911 in the Office of the Recorder of Floyd County, Indiana

STATE OF INDIANA)
)
COUNTY OF FLOYD) SS.

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Marilu Linderman, Grantor, and as attorney-in-fact for Chester D. Linderman (a/k/a Chester Linderman), Grantor, and acknowledged the execution of the foregoing deed.

WITNESS my hand and Notarial Seal this July 18, 2022.




Julie T. Powell
Notary Public, State of Indiana
Appointed in Clark County
Notary No. NP0661396
My commission expires: 12/10/2022

Prepared by:


TIMMEL ASSOCIATES, LLC
Margaret F. Timmel (24546-22)
Jessica Richards (32844-22)
2733 Charlestown Rd.
New Albany, IN 47150
Telephone: (812)590-2771
Fax: (812)590-3634

Return recorded deed to:
TIMMEL ASSOCIATES, LLC
2733 Charlestown Rd.
New Albany, IN 47150

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. -Jessica Richards

EXHIBIT "A"

PARCEL NO. 1:

BEING A 1.1068 ACRE PART OF A 3.2403 ACRE TRACT OF LAND HERETOFORE CONVEYED TO MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DRAWER 6, INSTRUMENT NO. 2580 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND RUNNING THENCE NORTH 89 DEGREES 49' 55" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 110.80 FEET TO THE TRUE PLACE OF BEGINNING OF LAND TO BE HEREIN DESCRIBED: THENCE SOUTH 00 DEG. 36' 44" WEST, 415.15 FEET TO AN IRON PIN; THENCE NORTH 89 DEG. 49' 55" WEST, 150.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEG. 36' 44" EAST 45.15 FEET TO AN IRON PIN; THENCE SOUTH 80 DEG. 49' 55" EAST, 38.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEG. 36' 44" EAST, 37.00 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEG. 49' 55" EAST ALONG SAID NORTH LINE, 112.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.1068 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LIVING ON THE NORTH END OF THE ABOVE DESCRIBED 1.1068 ACRE PARCEL OF LAND.

PARCEL NO. 2

BEING A 16.8168 ACRE PART OF A 20 ACRE MORE OR LESS TRACT OF LAND HERETOFORE CONVEYED TO THOMAS L. MULLINEAUX AND MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DEED RECORD 189 PAGE 471 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND RUNNING THENCE SOUTH 0 DEG. 36' 44" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 415.15 FEET TO AN IRON PIN THE TRUE PLACE OF BEGINNING OF LAND TO BE HEREIN DESCRIBED: THENCE CONTINUING SOUTH 0 DEG. 36' 44" WEST ALONG SAID EAST LINE, 1570.56 FEET TO AN IRON PIN; THENCE NORTH 89 DEG. 49' 55" WEST, 440.00 FEET TO AN IRON PIN; THENCE NORTH 0 DEG. 36' 44" EAST, 1985.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEG. 49' 55" EAST ALONG SAID NORTH LINE, 100.00 FEET TO AN IRON PIN; THENCE SOUTH 0 DEG. 36' 44" WEST, 415.15 FEET TO AN IRON PIN; THENCE SOUTH 89 DEG. 49' 55" EAST, 340.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 16.8168 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LYING ON THE NORTH END OF THE ABOVE DESCRIBED 16.8168 ACRE PARCEL OF LAND. EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE: BEING A 15.0000 ACRE PART OF A 16.8168 ACRE TRACT OF LAND HERETOFORE CONVEYED TO MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DEED DRAWER NO. 7, INSTRUMENT NO. 5867 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND RUNNING THENCE SOUTH 00 DEGREES, 36 MINUTES, 44 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 647.91 FEET TO A POINT, THE TRUE PLACE OF BEGINNING OF LAND TO BE HEREIN DESCRIBED: THENCE CONTINUING SOUTH 00 DEGREES, 36 MINUTES, 44 SECONDS WEST ALONG SAID EAST LINE, 1337.80 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES, 49 MINUTES, 55 SECONDS WEST, 440.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEGREES, 36 MINUTES, 44 SECONDS EAST, 1985.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES, 49 MINUTES, 55 SECONDS EAST ALONG THE NORTH LINE, 100.00 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES, 36 MINUTES, 44 SECONDS WEST, 647.91 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 49 MINUTES, 55 SECONDS EAST, 340.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 15.0000 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LYING ON THE NORTH END OF THE ABOVE DESCRIBED 15.0000 ACRE PARCEL OF LAND. LEAVING 1.8168 ACRES.

ALSO: BEING A 3.2403 ACRE PART OF A 20 ACRE MORE OR LESS TRACT OF LAND HERETOFORE CONVEYED TO THOMAS L. MULLINEAUX AND MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DEED RECORD 189 PAGE 471 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF

SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND RUNNING THENCE SOUTH 0° 36' 44" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 415.15 FEET TO AN IRON PIN; THENCE NORTH 89° 49' 55" WEST, 340.00 FEET TO AN IRON PIN; THENCE NORTH 0° 36' 44" EAST, 415.15 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 49' 55" EAST ALONG SAID NORTH LINE, 340.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3.2403 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LYING ON THE NORTH END OF THE ABOVE DESCRIBED 3.2403 ACRE PARCEL OF LAND, EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE: BEING A 1.1068 ACRE PART OF A 3.2403 ACRE TRACT OF LAND HERETOFORE CONVEYED TO MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DRAWER 6, INSTRUMENT NO. 2580 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND RUNNING THENCE NORTH 89 DEGREES 49' 55" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 110.80 FEET TO THE TRUE PLACE OF BEGINNING OF LAND TO BE HEREIN DESCRIBED: THENCE SOUTH 00 DEG. 36' 44" WEST, 415.15 FEET TO AN IRON PIN; THENCE NORTH 89 DEG. 49' 55" WEST, 150.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEG. 36' 44" EAST 45.15 FEET TO AN IRON PIN; THENCE SOUTH 80 DEG. 49' 55" EAST, 38.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEG. 36' 44" EAST, 37.00 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEG. 49' 55" EAST ALONG SAID NORTH LINE, 112.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.1068 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LYING ON THE NORTH END OF THE ABOVE DESCRIBED 1.1068 ACRE PARCEL OF LAND. LEAVING 2.1335 ACRES

Being the same property conveyed to Marilu Linderman and Chester D. Linderman as wife and husband, in a deed dated June 30, 2011, and recorded on July 7, 2011 as Instrument No. 201108900, in the Floyd County Recorder's Office.

**GENERAL DURABLE POWER OF ATTORNEY
OF
CHESTER LINDERMAN**

E-RECORDED
202208911
FLOYD CO. IN RECORDER
LOIS ENDRIS
07/26/2022 09:29 AM
202208911 Pages: 4
Transaction # 4062482

BY THIS POWER OF ATTORNEY, I name my Attorney-in-Fact with power to act on my behalf pursuant to Indiana Code 30-5, as it exists now and is amended in the future.

ATTORNEY-IN-FACT. As my Attorney-in-Fact, I name my wife, **Marilu Linderman**, and my son, **Edward Adam Linderman**, to serve concurrently, each individually with the authority to act on my behalf.

LIABILITY LIMITED. My Attorney-in-Fact shall only be liable for actions undertaken in bad faith.

FEE. My Attorney-in-Fact shall be entitled to no fee for services provided as my Attorney-in-Fact, but shall be entitled to recover expenses.

EFFECTIVE IMMEDIATELY. This power of attorney shall be effective as of the day it is signed.

POWERS. I give to my Attorney-in-Fact the powers specified in this section to be used on my behalf, provided that my Attorney-in-Fact shall not have any power which would cause my Attorney-in-Fact to be treated as the owners of any interest in my property:

1. **REAL PROPERTY.** Authority with respect to real property transactions pursuant to Indiana Code 30-5-5-2.
2. **TANGIBLE PERSONAL PROPERTY.** Authority with respect to tangible personal property pursuant to Indiana Code 30-5-5-3.
3. **BOND, SHARE AND COMMODITY.** Authority with respect to bond, share, and commodity transactions pursuant to Indiana Code 30-5-5-4.
4. **BANKING.** Authority with respect to banking transactions pursuant to Indiana Code 30-5-5-5.
5. **RETIREMENT PLANS.** Authority with respect to Retirement Plans pursuant to Indiana Code 30-5-5-4.5.
6. **BUSINESS.** Authority with respect to business operating transactions pursuant to Indiana Code 30-5-5-6.
7. **INSURANCE.** Authority with respect to insurance transactions pursuant to Indiana Code 30-5-5-7 provided that references in Indiana Code 30-5-5-7(a)(2) and (3) to "section 8" are changed to "section 9". I specifically grant to my Attorney-in-Fact authority to change the beneficiary on any policy of insurance, including life insurance.
8. **BENEFICIARY.** Authority with respect to beneficiary transactions pursuant to Indiana Code 30-5-5-8.
9. **GIFTS.** Authority with respect to gift transactions pursuant to Indiana Code 30-5-5-9, except that the limitations set forth in Indiana Code 30-5-5-9(a)(2) are hereby waived. Said power shall include the unlimited power to make gifts, outright or in trust, to benefit those I have provided for in any will, trust, beneficiary designation, payable on death, in trust for or jointly held with rights of survivorship accounts or heirs at law, for probate avoidance, asset protection, tax reduction, or to qualify me for resource-based

General Durable Power of Attorney
Chester Linderman
Page 1 of 4

government benefits, if, in the opinion of my Attorney-in-Fact after consultation with a qualified professional, such action is in my best interests. The authority conferred with respect to gift transaction shall also include the power to alter the beneficiaries of a revocable trust of which I am Settlor to effectuate, in substance, a gift of my beneficial interest to my spouse in whole or in part; and this authority also includes the power to direct the Trustee of a revocable trust of which I am Settlor to transfer the assets to be gifted out of the trust to my Attorney-in-Fact for the purpose of making gift(s) or to make such gifts directly from the trust. In all exercises of gift transaction powers, my Attorney-in-Fact shall take into account the potential effect of gift or bargain transfers on my existing or future eligibility for Medicaid and other public benefits programs.

10. FIDUCIARY. Authority with respect to fiduciary transactions pursuant to Indiana Code 30-5-5-10.
11. CLAIMS AND LITIGATION. Authority with respect to claims and litigation pursuant to Indiana Code 30-5-5-11.
12. FAMILY MAINTENANCE. Authority with respect to family maintenance pursuant to Indiana Code 30-5-5-12.
13. MILITARY SERVICE. Authority with respect to benefits from military service pursuant to Indiana Code 30-5-5-13, including authority to act on behalf of the principal with regard to application, acceptance, receipt, or any other matter associated with the Veterans' Administration.
14. RECORDS, REPORTS AND STATEMENTS. Authority with respect to records reports and statements pursuant to Indiana Code 30-5-5-14, including the power to execute on my behalf any specific power of attorney required by any taxing authority to allow my Attorney-in-Fact to act on my behalf before any taxing authority on any return or issue.
15. ESTATE TRANSACTIONS. Authority with respect to estate transactions pursuant to Indiana Code 30-5-5-15, including the authority to exercise all powers with respect to estates and trusts, including but not limited to the authority to create, fund, amend, revoke, or terminate a revocable or irrevocable inter vivos trust.
16. HEALTH CARE. I have executed or will later execute an Appointment of Health Care Representative pursuant to Indiana Code 16-36-1 et seq., and it is my intention that the designee named therein shall have authority with respect to health care pursuant to Indiana Code 30-5-5-16 and 30-5-5-17.
17. DELEGATE. Authority with respect to delegating authority pursuant to Indiana Code 30-5-5-18.
18. ALL OTHER MATTERS. Authority with respect to all other matters pursuant to Indiana Code 30-5-5-19.

GUARDIANSHIP. If it becomes necessary to secure the appointment of a guardian of my person or estate, or if protective proceedings are filed on my behalf, I hereby request that the appropriate probate court appoint my wife, **Marilu Linderman**, or my son, **Edward Adam Linderman**, in order of preference, as my guardian or as the person to act on my behalf.

SUPERSEDES PRIOR POWERS OF ATTORNEY. This Power of Attorney supersedes all other powers of attorney I have executed prior to the date of this Power of Attorney.

General Durable Power of Attorney
Chester Linderman
Page 2 of 4

RELIANCE BY THIRD PARTIES ON AGENT. Those to whom this Power of Attorney is presented may rely upon the following:


1. a copy of the original document;
2. a signed notarized statement of the Agent that this Power of Attorney has not been revoked and that it is otherwise in effect;
3. a written notarized statement of my successor Agent that the original Agent is unable or unwilling to serve.

As consideration for this reliance, I agree to defend, indemnify, and hold harmless anyone whose reliance is reasonable and who is without actual knowledge that the copy is not valid or that the statement is not true.

REVOCATION OF POWER. This Power of Attorney may be revoked by me only by a written instrument of revocation that (1) identifies this Power of Attorney and (2) is signed by me in the presence of a notary. This revocation is not effective unless my Attorney-in-Fact has actual knowledge of the revocation. If this Power of Attorney was recorded, the revocation must be (1) recorded in the county where the Power of Attorney was recorded and (2) reference the book and page or instrument number where this Power of Attorney was recorded.

TERMINATION AT DEATH. Without regard to my mental or physical condition, this Power of Attorney shall continue in effect until revoked or until my death, whichever occurs first.

I have executed this instrument on this 7th day of September, 2021.



Chester Linderman

STATE OF INDIANA)
) ss.
COUNTY OF FLOYD)

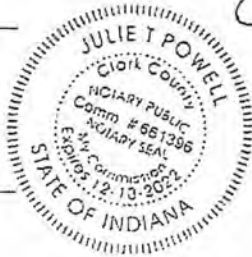
The undersigned, a Notary Public, in and for said Floyd County, Indiana, certifies and witnesses that the above signed, personally known to me to be the same person whose name is subscribed to this instrument, appeared before me in person and acknowledged the signature and delivered the instrument as a free and voluntary act, for the uses and purposes named in the instrument.

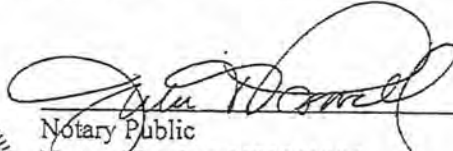
My Commission Expires:

December 10, 2022

County of Residence:

Clark County

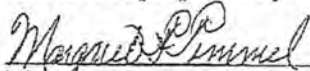




Notary Public
Notary Number: NP0661396

Julie T. Powell
Printed

Document prepared by:



Margaret F. Timmel, Esq. (24546-22)

Jessica A. Richards, Esq. (32844-22)

TIMMEL LAW LLC

2733 Charlestown Rd.

New Albany, Indiana 47150

Phone: (812) 590-2771, Fax: (812) 590-3634

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. -Jessica Richards

General Durable Power of Attorney

Chester Linderman

Page 4 of 4

JUL 07 2011

* 2 0 1 1 0 8 9 0 0 4 *
FLOYD CO. IN RECORDER - LOIS ENDRIS
07/07/2011 09:16:25AM
201108900 Pages:4
Transaction # 16589
Fee Amount: \$22.00

Parcel No. 002-06100-68 (1.1068 Acres)
State No. 22-02-00-200-124.000-002
Parcel No. 002-06100-66 (2.1385 Acres)
State No. 22-02-00-200-122.000-002
Parcel No. 002-06100-67 (1.8168 Acres)
State No. 22-02-00-200-123.000-002

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, this deed is made this 30th day of June, 2011, by and between Marilu Linderman and Chester D. Linderman, wife and husband, whose mailing address is 6527 Corydon Ridge Road, Georgetown, Indiana 47122, Grantors; and Marilu Linderman and Chester D. Linderman, wife and husband, whose tax mailing address is 6527 Corydon Ridge Road, Georgetown, Indiana 47122, Grantees;

WITNESSETH: That for the VALUABLE CONSIDERATION in the amount of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor conveys and quitclaims to the Grantees a fee simple estate, to hold as tenants by the entireties, in and to the following described real property, together with all improvements, located in Floyd County, Indiana, being more particularly described as follows (the "Property"):

SEE THE ATTACHED EXHIBIT "A" FOR THE LEGAL DESCRIPTION AND CONVEYANCE INFORMATION FOR THE SUBJECT PROPERTY WHICH IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DOCUMENT.

IN TESTIMONY WHEREOF, witness the signatures of Marilu Linderman and Chester D. Linderman, Grantors, and Marilu Linderman and Chester D. Linderman, Grantees.

Duly Entered For Taxation
Subject To Final Acceptance
For Transfer

JUL 07 2011


AUDITOR FLOYD CO. IND.

Grantors:

Grantees:

Marilu Linderman
Marilu Linderman

Marilu Linderman
Marilu Linderman

Chester D. Linderman
Chester D. Linderman

Chester D. Linderman
Chester D. Linderman

State of Indiana)
County of Floyd) SS:

This deed was acknowledged, subscribed and sworn to before me, a notary public, this 30th day of June, 2011, by Marilu Linderman and Chester D. Linderman, Grantors, and Marilu Linderman and Chester D. Linderman, Grantees.

My commission expires: 1/16/2014

Kristin A. Nolot
Notary Public, State at Large, Indiana

County of Residence: Harrison

Name Printed: Kristin A. Nolot



Certification: I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. James M. Kemp, Esq.

Pursuant to I.C. 32-21-2-3(b), the mailing address for the Grantees' property tax statements is: 6527 Corydon Ridge Rd., Georgetown, Indiana 47122

When Recorded, Return To: Kemp Title Agency, LLC, 4206 Charlestown Road, Suite 100, New Albany, Indiana 47150, 812-941-8980, File #201106035

This instrument was prepared without title examination or other legal services by: Kemp Law Office, LLC, By: James M. Kemp, Esq., 4206 Charlestown Road, Suite 100, New Albany, Indiana 47150.

EXHIBIT "A"

PARCEL NO. 1:

BEING A 1.1068 ACRE PART OF A 3.2403 ACRE TRACT OF LAND HERETOFORE CONVEYED TO MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DRAWER 6, INSTRUMENT NO. 2580 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND RUNNING THENCE NORTH 89 DEGREES 49' 55" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 110.80 FEET TO THE TRUE PLACE OF BEGINNING OF LAND TO BE HEREIN DESCRIBED: THENCE SOUTH 00 DEG. 36' 44" WEST, 415.15 FEET TO AN IRON PIN; THENCE NORTH 89 DEG. 49' 55" WEST, 150.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEG. 36' 44" EAST 45.15 FEET TO AN IRON PIN; THENCE SOUTH 80 DEG. 49' 55" EAST, 38.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEG. 36' 44" EAST, 37.00 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEG. 49' 55" EAST ALONG SAID NORTH LINE, 112.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.1068 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LIVING ON THE NORTH END OF THE ABOVE DESCRIBED 1.1068 ACRE PARCEL OF LAND.

PARCEL NO. 2

BEING A 16.8168 ACRE PART OF A 20 ACRE MORE OR LESS TRACT OF LAND HERETOFORE CONVEYED TO THOMAS L. MULLINEAUX AND MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DEED RECORD 189 PAGE 471 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND RUNNING THENCE SOUTH 0 DEG. 36' 44" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 415.15 FEET TO AN IRON PIN THE TRUE PLACE OF BEGINNING OF LAND TO BE HEREIN DESCRIBED: THENCE CONTINUING SOUTH 0 DEG. 36' 44" WEST ALONG SAID EAST LINE, 1570.56 FEET TO AN IRON PIN; THENCE NORTH 89 DEG. 49' 55" WEST, 440.00 FEET TO AN IRON PIN; THENCE NORTH 0 DEG. 36' 44" EAST, 1985.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEG. 49' 55" EAST ALONG SAID NORTH LINE, 100.00 FEET TO AN IRON PIN; THENCE SOUTH 0 DEG. 36' 44" WEST, 415.15 FEET TO AN IRON PIN; THENCE SOUTH 89 DEG. 49' 55" EAST, 340.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 16.8168 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LYING ON THE NORTH END OF THE ABOVE DESCRIBED 16.8168 ACRE PARCEL OF LAND. EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE: BEING A 15.0000 ACRE PART OF A 16.8168 ACRE TRACT OF LAND HERETOFORE CONVEYED TO MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DEED DRAWER NO. 7, INSTRUMENT NO. 5867 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND RUNNING THENCE SOUTH 00 DEGREES, 36 MINUTES, 44 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 647.91 FEET TO A POINT, THE TRUE PLACE OF BEGINNING OF LAND TO BE HEREIN DESCRIBED: THENCE CONTINUING SOUTH 00 DEGREES, 36 MINUTES, 44 SECONDS WEST ALONG SAID EAST LINE, 1337.80 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES, 49 MINUTES, 55 SECONDS WEST, 440.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEGREES, 36 MINUTES, 44 SECONDS EAST, 1985.71 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES, 49 MINUTES, 55 SECONDS EAST ALONG THE NORTH LINE, 100.00 FEET TO AN IRON PIN; THENCE SOUTH 00 DEGREES, 36 MINUTES, 44 SECONDS WEST, 647.91 FEET TO A POINT; THENCE SOUTH 89 DEGREES, 49 MINUTES, 55 SECONDS EAST, 340.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 15.0000 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LYING ON THE NORTH END OF THE ABOVE DESCRIBED 15.0000 ACRE PARCEL OF LAND. LEAVING 1.8168 ACRES.

ALSO: BEING A 3.2403 ACRE PART OF A 20 ACRE MORE OR LESS TRACT OF LAND HERETOFORE CONVEYED TO THOMAS L. MULLINEAUX AND MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DEED RECORD 189 PAGE 471 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF

SECTION NO. 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND RUNNING THENCE SOUTH 0° 36' 44" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 415.15 FEET TO AN IRON PIN; THENCE NORTH 89° 49' 55" WEST, 340.00 FEET TO AN IRON PIN; THENCE NORTH 0° 36' 44" EAST, 415.15 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 49' 55" EAST ALONG SAID NORTH LINE, 340.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3.2403 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LYING ON THE NORTH END OF THE ABOVE DESCRIBED 3.2403 ACRE PARCEL OF LAND. EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE: BEING A 1.1068 ACRE PART OF A 3.2403 ACRE TRACT OF LAND HERETOFORE CONVEYED TO MARYTRUE MULLINEAUX BY DEED AS RECORDED IN DRAWER 6, INSTRUMENT NO. 2580 OF THE FLOYD COUNTY, INDIANA RECORD OF DEEDS AND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SITUATED IN GEORGETOWN TOWNSHIP, FLOYD COUNTY, INDIANA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND RUNNING THENCE NORTH 89 DEGREES 49' 55" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 110.80 FEET TO THE TRUE PLACE OF BEGINNING OF LAND TO BE HEREIN DESCRIBED: THENCE SOUTH 00 DEG. 36' 44" WEST, 415.15 FEET TO AN IRON PIN; THENCE NORTH 89 DEG. 49' 55" WEST, 150.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEG. 36' 44" EAST 45.15 FEET TO AN IRON PIN; THENCE SOUTH 80 DEG. 49' 55" EAST, 38.00 FEET TO AN IRON PIN; THENCE NORTH 00 DEG. 36' 44" EAST, 37.00 FEET TO AN IRON PIN ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEG. 49' 55" EAST ALONG SAID NORTH LINE, 112.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.1068 ACRES OF LAND. SUBJECT, HOWEVER, TO ALL THAT PART OF THE OLD CORYDON ROAD, A COUNTY ROAD, LYING ON THE NORTH END OF THE ABOVE DESCRIBED 1.1068 ACRE PARCEL OF LAND. LEAVING 2.1385 ACRES

Being the same property conveyed to Chester D. Linderman and Marilu Linderman, by deed dated 2/20/92 and recorded 2/21/92, of record in Deed Drawer 19, Instrument Number 2018, and by deed dated 2/24/92 and recorded 2/25/92, of record in Deed Drawer 19, Instrument Number 2179, in the Office of the recorder of Floyd County, Indiana.

Certification: I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. James M. Kemp, Esq.

Pursuant to I.C. 32-21-2-3(b), the mailing address for the Grantees' property tax statements is: 6527 Corydon Ridge Rd., Georgetown, Indiana 47122

When Recorded, Return To: Kemp Title Agency, LLC, 4206 Charlestown Road, Suite 100, New Albany, Indiana 47150, 812-941-8980, File #201106035

This instrument was prepared without title examination or other legal services by: Kemp Law Office, LLC, By: James M. Kemp, Esq., 4206 Charlestown Road, Suite 100, New Albany, Indiana 47150.



February 21, 2024

Mr. Jake Elder
The Elder Company
501 E. Pearl Street
New Albany, IN 47150

Re: Sanitary Sewer Service and Capacity – 6527 Corydon Ridge Road (Proposed Development)

Dear Mr. Elder:

The Town is in receipt of your request for sanitary sewer service at 6527 Corydon Ridge Road (Parcel No. 22-02-00-200-124.000-002). Please accept this letter as verification the Town of Georgetown currently provides sanitary sewer service to this area. It is our understanding this development will consist roughly of the following:

Single Family Units 20 @ 310 gpd/unit = 6,200 gpd

As discussed with you on the phone (and via emails), the nearest Town facilities to this parcel are existing dual 4-inch force mains running within the right of way of Corydon Ridge Road. Connection to these mains will require a low pressure sewer system. The Town is acceptable to allowing a low pressure sewer system to be installed to serve your proposed development.

A summary of the Town’s known future developments with the total lots remaining to be developed:


Brookstone 4	15 lots	4,650 gpd	Under construction
Knob Hill Future Phases	155 lots	48,050 gpd	Construction has not yet begun.
Grove Apartments	32 units	8,320 gpd	Units now being leased.
Gateway Village Apts	120 units	31,200 gpd	Under construction
Henriott Meadows	40 lots	12,400 gpd	Under construction
Poplar Woods	45 lots	13,950 gpd	Under construction
Springs of Old Gtwn	30 lots	9,300 gpd	Under construction
Westfield Springs	20 lots	<u>6,200 gpd</u>	Under construction
		134,070 gpd	

WWTP Available and Future Capacity Summary

Current WWTP Rated Capacity	7000,000 gpd	
Current Average Daily Flow (2023)	<u>278,000 gpd</u>	40% capacity of WWTP
Current Available Capacity	422,000 gpd	
Future Flows (Current + Future)	418,270 gpd	

The Town’s WWTP currently has sufficient capacity available to serve the full buildout of your proposed residential development and the other proposed/active developments.

Please contact my office should you require additional information.

Sincerely,

Robert L. Woosley Jr., P.E.
Town Engineer



Edwardsville Water Authority

545 Maplewood Blvd, Georgetown, Indiana 47122

Phone: 812-948-0900 | Fax: 812-941-9114

EdwardsvilleWater.com

June 10, 2024

Subject: Letter of intent to provide water service

To whom it may concern:

Edwardsville Water Authority (EWA) has the capability and capacity to provide water service for up to 16 residential houses. The proposed development is to be constructed and located on 6527 Corydon Ridge on the 5.06 acer property belonging to the Elder Company.

If there are additional cost that are incurred over and above the standard cost to provide service, there may be a request to share in the cost of these expenses for additional capacity.

Sincerely,

A handwritten signature in black ink that reads 'Christopher Beck'.

Christopher Beck

Utility Manager



1165 Old Forest Rd.
Corydon, IN 47112

812.738.4115

HARRISONREMC.COM

June 10, 2024

Jacob Elder
The Elder Company
501 E. Pearl St.
New Albany, IN 47150

Dear Jake,

Regarding your property at 6527 Corydon Ridge Rd, Georgetown, IN. Harrison REMC does have the electrical facilities and will be the provider of the electric service.

If you have any questions, please contact the office.

Sincerely,

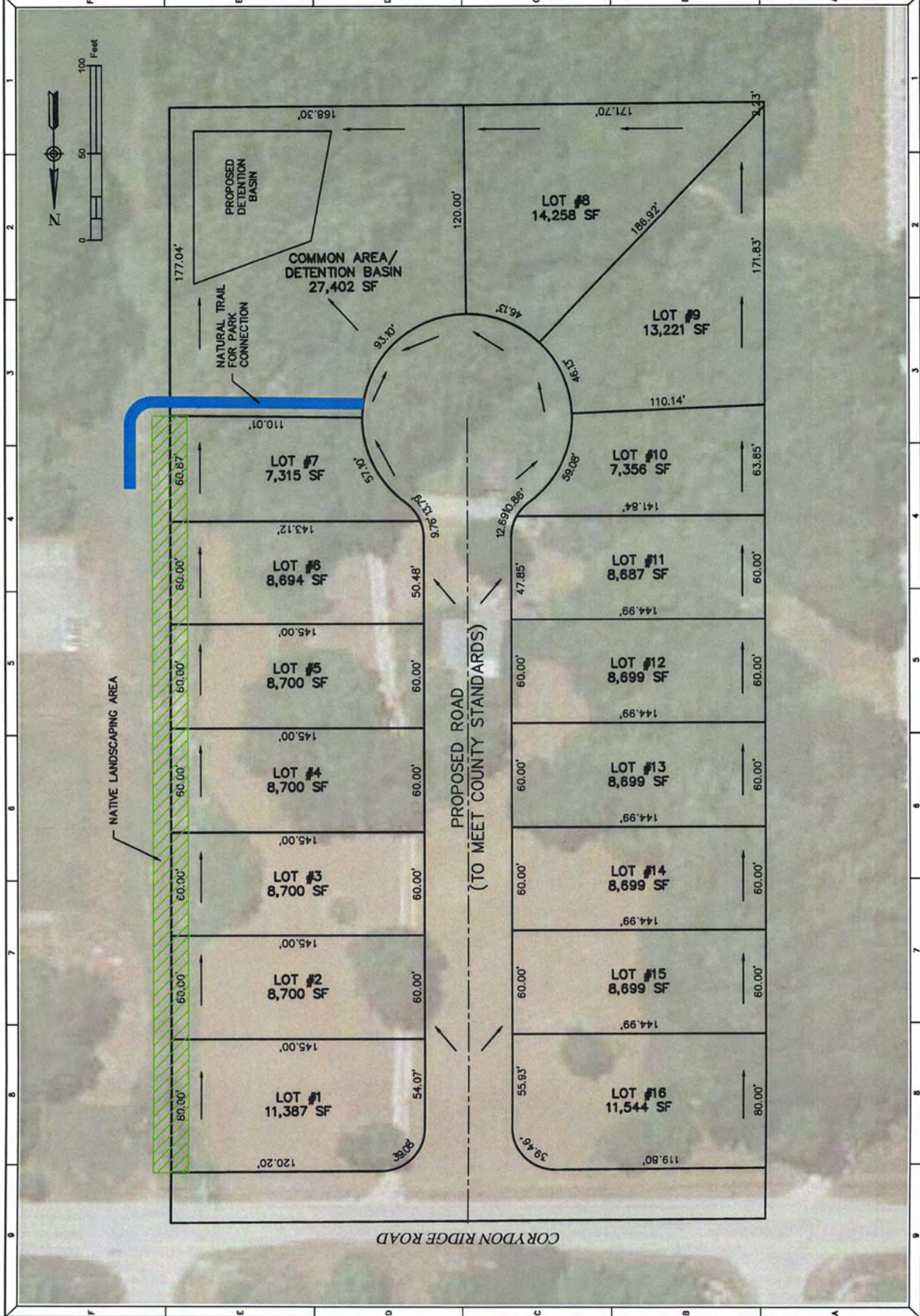
Jason Flock
Harrison REMC
812.738.4115 Office
jflock@harrisonremc.com

1:	
2:	
3:	
4:	
Revision	Date
By	

SITE SKETCH
 ELDER COMPANY
 6527 CORDON RIDGE ROAD
 GEORGETOWN, IN
 FLOYD COUNTY

PAUL PRIMAVERA & ASSOCIATES
 301 E. CHESTNUT ST.
 CORDON, IN 47112
 TEL: (812) 738-4124
 FAX: (812) 738-8740

Date: 06/05/2024
 Drafted By: JMC
 Checked By: DAS
 Directory: T:\2024\24890\
 File: 24890SKETCH3
 Job No.: 24-24890
 Drawing No. **1 OF 1**

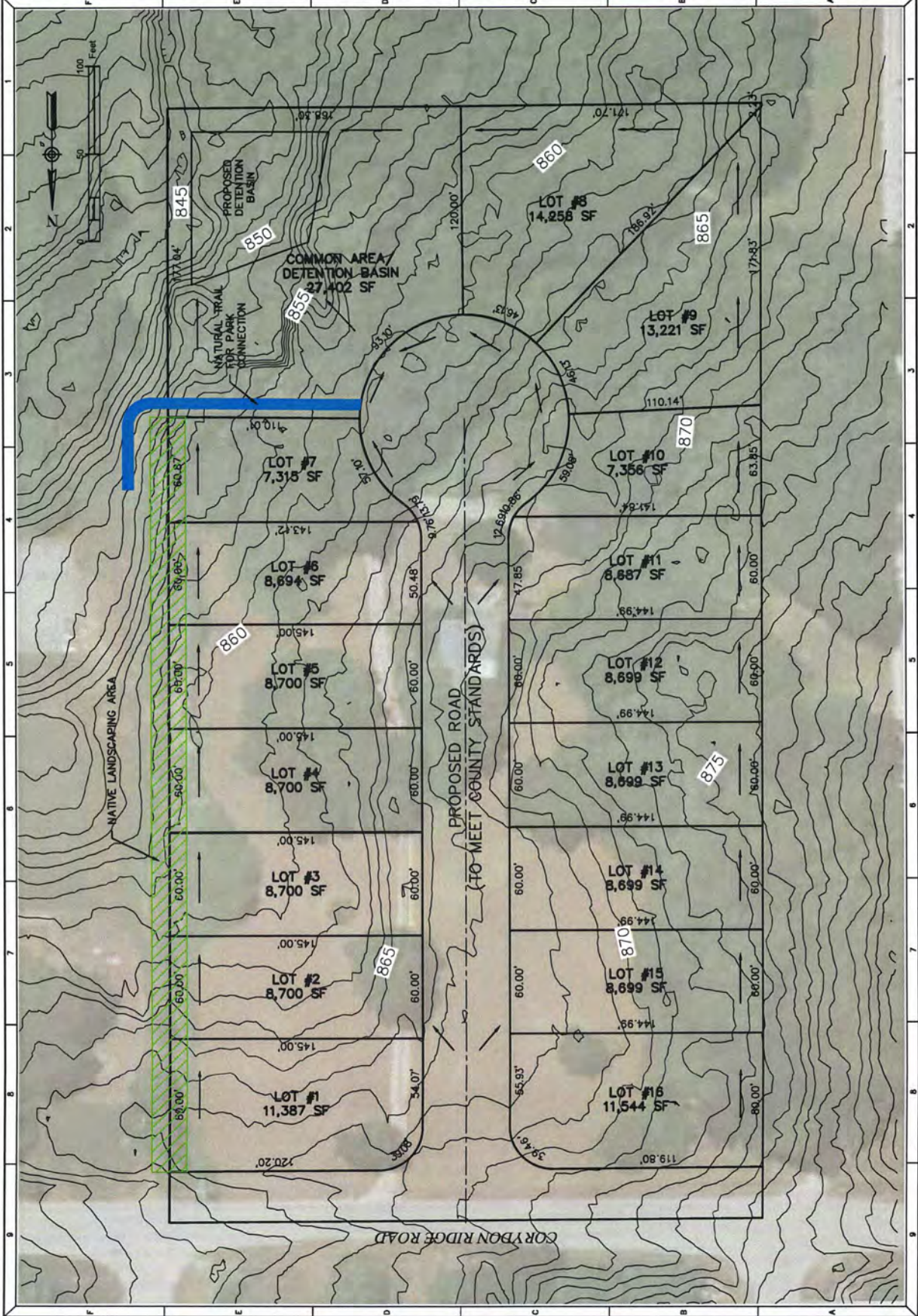


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By	Date
Revision	

SITE SKETCH
 ELDER COMPANY
 6527 GORDON RIDGE ROAD
 GEORGETOWN, IN
 FLOYD COUNTY

PAUL PERMYWERA & ASSOCIATES
 301 E. CHESTNUT ST.
 CORYDON, IN 47112
 TEL: (812) 738-4124
 FAX: (812) 738-8740

Date: 06/05/2024
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 Director: T: 202A\24890\
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1 OF 1

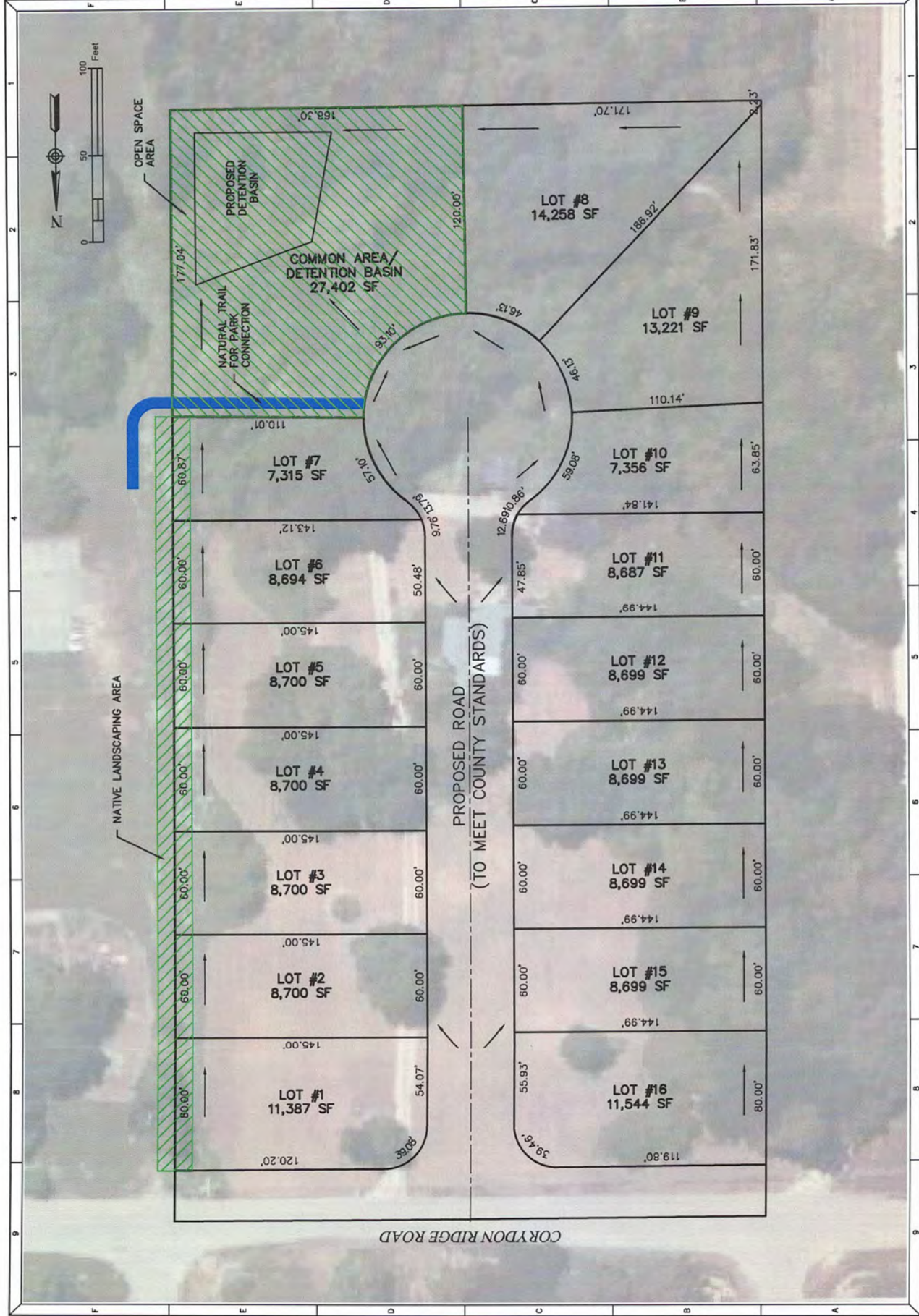


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4:			

SITE SKETCH
 ELDER COMPANY
 6527 CORYDON RIDGE ROAD
 GEORGETOWN, IN
 FLOYD COUNTY

PAUL PRIMAVERA & ASSOCIATES
 301 E. CHESTNUT ST.
 CORYDON, IN 47112
 TEL: (812) 738-4124
 FAX: (812) 738-6740

Date: 06/05/2024
 Drafted By: JMC
 Checked By: DAS
 Director: T:\2024\24890\
 File: 24890SKETCH3
 Job No.: 24-24890
 Drawing No. 1 OF 1



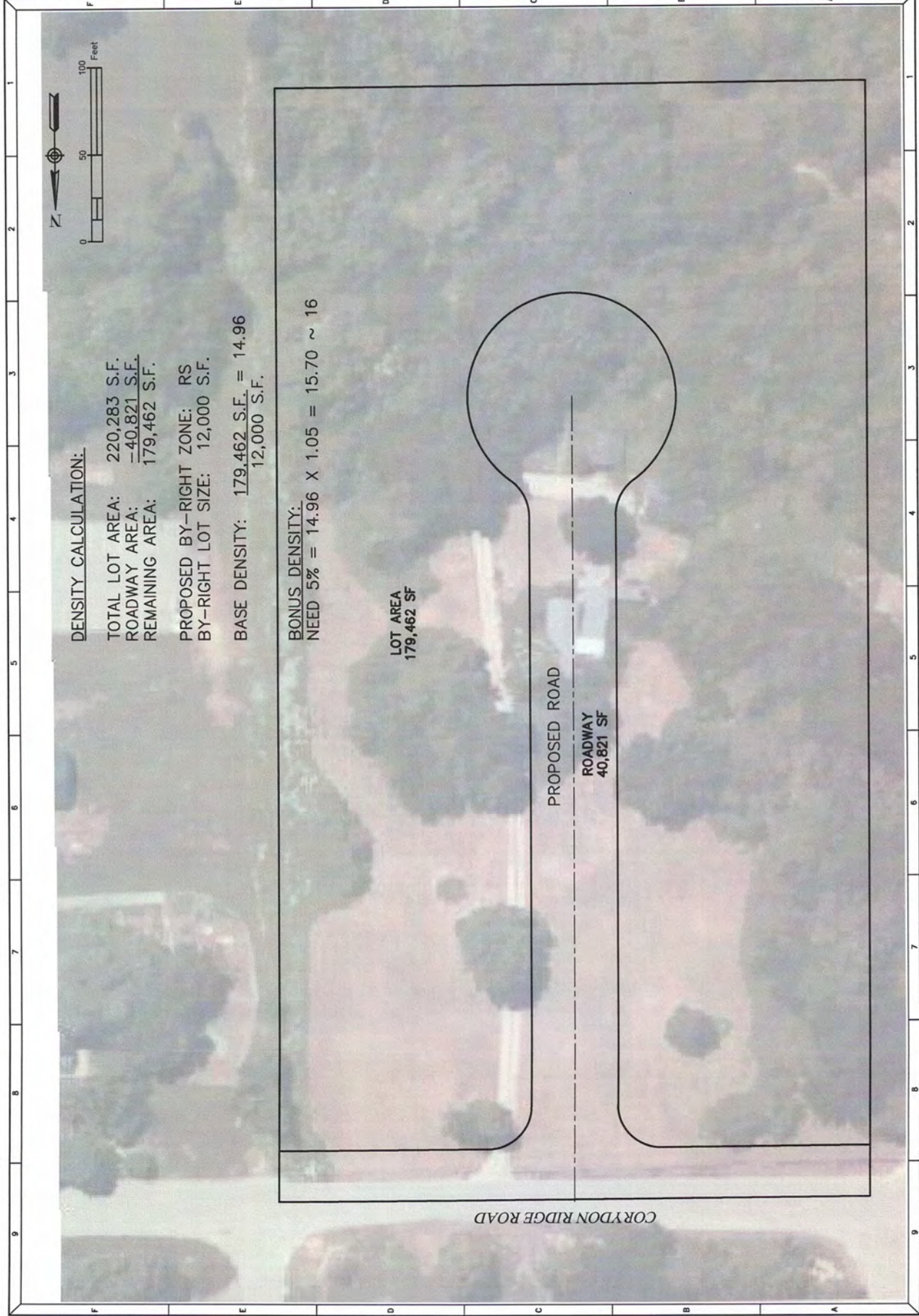
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By	

DENSITY CALCULATIONS
 ELDER COMPANY
 6527 CORYDON RIDGE ROAD
 GEORGETOWN, IN
 FLOYD COUNTY

PAUL PRIMAVERA & ASSOCIATES
 301 E. CHESTNUT ST.
 CORYDON, IN 47112
 TEL: (812) 738-4124
 FAX: (812) 738-6740

Date: 06/05/2024
 Drafted By: JMC
 Checked By: DAS
 Director:
 T: \2024\24890\
 File: 24890SKETCH3.
 Job No.: 24-24890

Drawing No.
1 OF 1





June 6, 2024

Floyd County Parks and Recreation
c/o Mr. Matt Denison
620 Park East Blvd
New Albany, Indiana

****Sent via-email to: mdenison@floydcounty.in.gov****

Re: Proposed Neighborhood Development (6527 Corydon Ridge Road, Georgetown, IN)

Dear Mr. Denison:

I write to follow up on our phone calls and email correspondence regarding a small pocket garden-style patio home community we are attempting to develop (the "Development"). The Development is located at 6527 Corydon Ridge Road and borders Garry E Cavan Park (the "Park").

It is my understanding Mr. Nick Creevy previously requested input from the Floyd County Parks and Recreation Board (the "Board") and at its last meeting on Monday, May 6, the Board agreed to the following comments:

1. Connectivity to the park, where possible, giving residents of the development easy access to the park.
2. A reasonable natural buffer, such as trees, shrubs or other landscaping, between the development and park property.

We took note of the recommendations and have redesigned the Development to include both a connection from the neighborhood to the park and taken steps to ensure a reasonable natural buffer is continued and maintained. Thanks to your introduction, we were able to connect with Mr. Eric Bitner to create a path forward.

As discussed with you and Mr. Bitner, there is a power line that runs near or on the property line and if the power line cannot be moved there is only so much natural buffering that can be permitted beneath it due to liability and easement restrictions.

However, we have worked out a plan with Mr. Bitner that should work for all parties with the intent being to keep as much natural buffer as reasonably possible between the Park and the

The Elder Company, LLC
501 Pearl St., New Albany, IN 47150
ielder@theelderco.co / 502.938.8115

Development while acknowledging the presence of the power line. Our collective plan is as follows:

1. Determine if the power line can be removed or must stay. If it can be removed, the process will be much simpler;
2. We will keep as many mature trees and bushes/shrubs as possible that will keep the natural buffer, but also allow for a clean and well-kept look; and,
3. Reasonably fill any gaps, if any, between the mature and previously existing landscape with native species, while focusing on the species lists provided by Mr. Bitner. Depending on the outcome of the power line, we would request the ability to plant native species on the Park property within 10' from the property line should it be necessary to satisfy the intent of the natural buffer. However, if the power line can be removed then we do not anticipate needing to plant any landscape on the Park property.

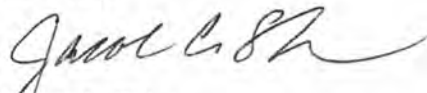
In an effort to better depict and explain our request, we have also enclosed three (3) separate documents in this letter and are as follows:

- a) Conceptual Landscape and Connection Plan – drafted by Paul Primavera and Associates Engineering and agreed to by Mr. Bitner;
- b) Email from Mr. Bitner dated June 5, 2024 indicating he is in agreement and comfortable with this approach; and,
- c) An information pamphlet provided by Mr. Bitner and published by Purdue Extension on trees and electric lines. This information, specifically the information found on page 9 outlining clearance requirements, will be used as a guideline in determining best practices for maintaining/establishing the natural landscape buffer.

Thank you in advance for your consideration. We are excited to be able to connect to the Park and also our shared goal of ensuring a natural landscape buffer between the two.

Should you have any questions related to this letter, please do not hesitate to contact me at (502)-938-8115.

Sincerely,



Jacob C. Elder
Principal

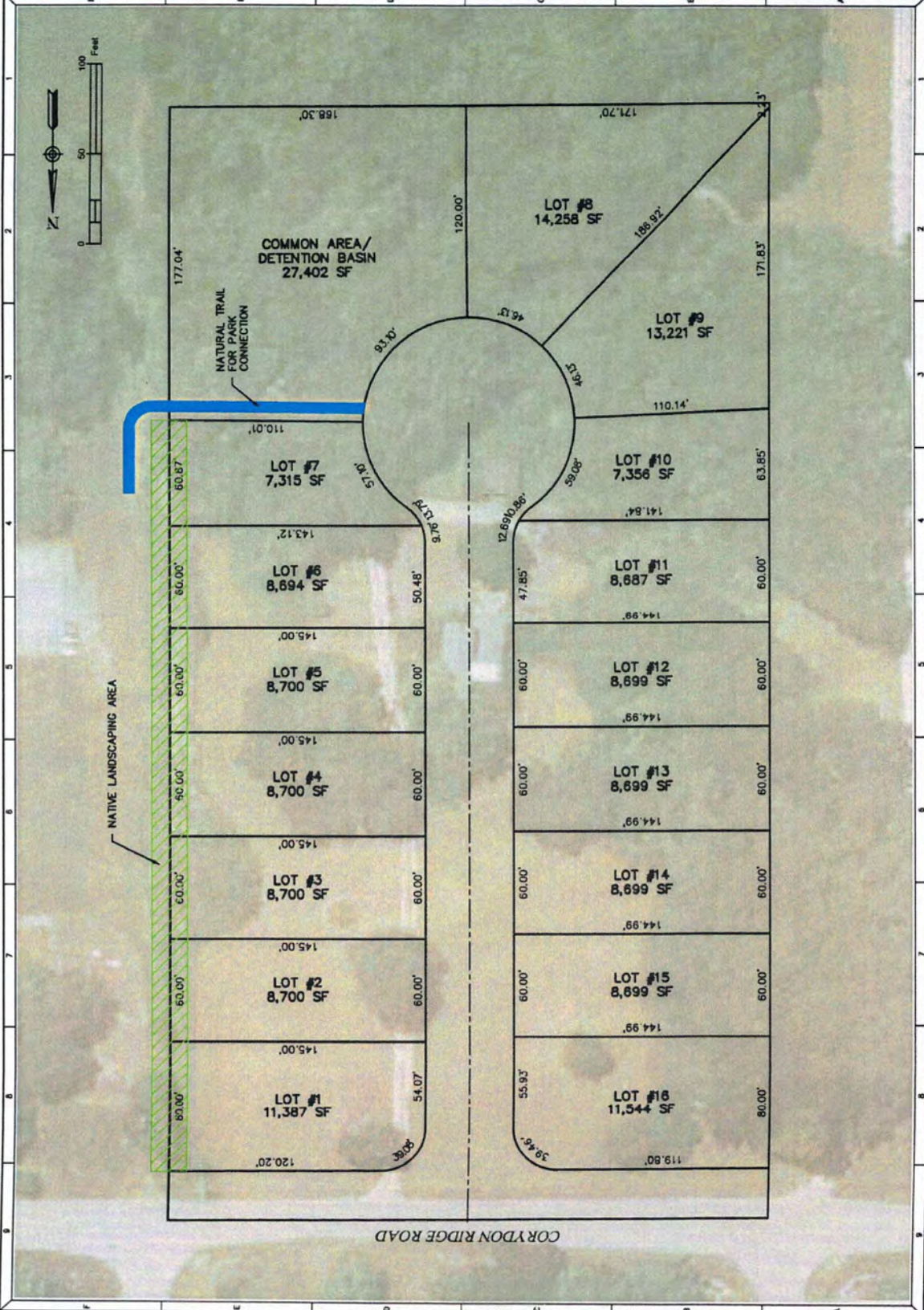
Enclosure(s)

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By	
Date	
Revision	

SITE SKETCH
 ELDER COMPANY
 6527 CORDON RIDGE ROAD
 GEORGETOWN, IN
 FLOYD COUNTY

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From: [5 Saplings](#)
To: [Jake Elder](#)
Cc: [Jason Copperwaite](#)
Subject: Re: Park Boundary Landscape Plan
Date: Wednesday, June 5, 2024 12:29:40 PM

I am in agreement and comfortable with the list of species I porpoises for you to recommend the the Floyd county Parks.

Eric B Bitner, M.S
ISA Certified Arborist IN-3412A
ISA Tree Risk Assessment Qualified
Indiana Accredited Horticulturalist #1775
5 Saplings, LLC
502.264.2986
eric@fivesaplings.com
www.fivesaplings.com

On Jun 5, 2024, at 9:51 AM, Jake Elder <jelder@theelderco.com> wrote:

Eric –

Thanks for getting back with me so quickly. Matt is requesting we have the documents to him by noon tomorrow.

Are you comfortable with me including a table with all native species that grow in the area, with a focus on your list and similar trees/bushes/plants depending availability and cost and other evergreens to create the natural buffer?

Lastly, I would like to include the pdf as sort of a guideline, specifically the depiction on page 9.

Assuming you are in agreement, then I will get with Jason and get everything drafted for Matt and let him know that you approve.

Please let us know.

Best,

Jacob C. Elder
Principal / Owner

<image001.png>

**501 E. Pearl St.
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From: Eric Bitner <eric@fivesaplings.com>
Sent: Tuesday, June 4, 2024 4:15 PM
To: Jake Elder <jelder@theelderco.com>
Cc: Jason Copperwaite <jcopperwaite@ppa-eng.com>
Subject: Re: Park Boundary Landscape Plan

Jake,

Thanks for all the information and sharing the response from Duke. I too reached out to them but have not heard back.

I think an acceptable list of plants to choose from would include:

- Redbud
- Dogwood
- Holly 'Nellie Stevens'
- Magnolia grandiflora 'Little gem'
- Various Serviceberry species

Purdue also has a publication with species listed that you could consider.
<https://extension.purdue.edu/extmedia/FNR/FNR-512-W.pdf>

On Tue, Jun 4, 2024 at 3:25 PM Jake Elder <jelder@theelderco.com> wrote:

Jason and Eric –

Per my meeting with the planning director today and our call with Matt Dennison, please find attached my comments to the proposed neighborhood layout.

I am attacking this from the standpoint that we do not know if we will be able to remove the existing powerline that runs on the property line. Thus, my thoughts are as follows:

1. Identify the powerline and easement restrictions (i.e. what type of plants, trees, shrubs, fences, etc may be placed beneath it);
2. Make best efforts to retain all mature trees; and,
3. Depending on the powerline, plant a native landscape back either on the property of the homeowners or on the property of the parks department within 10' from the property line along lots 1-7.

Jason – if you could mock this up to make it look nicer and then add some trees and shrubs within the green area I think it would be helpful.

Eric – I previously sent over a list of native trees and shrubs for your review. If acceptable, we will include that list as a table to this layout.

Lastly, I marked a trail to connect the neighborhood to the park. Please include.

Should you have any questions, please feel free to contact me.

I think the next Parks meeting is Monday so if this can have a quick turn I would greatly appreciate it.

Best,

Jacob C. Elder

Principal / Owner

<image001.png>

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--

Eric B. Bitner, M.S.

Certified Arborist IN-3412A

Tree Risk Assessment Qualified

Indiana Accredited Horticulturalist #1775

5 Saplings, LLC

502.264.2986

eric@fivesaplings.com

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Author

Lindsey Purcell,
Urban Forestry Specialist,
Purdue University

Trees and Electric Lines

The Need to Get Along

Electrical utility lines serve nearly every neighborhood, adding efficiency and luxury to every day of our lives.

Likewise, trees enhance our neighborhoods and bring beauty to our surroundings. Trees improve our air and water quality. They shade our homes, screen undesirable views, and help reduce noise along with many other ecosystem services.

We want both.

For us to have both, though, trees and electrical lines must share space where they sometimes conflict with each other. This can create dangerous situations. For example, trees growing too close to overhead electrical lines create safety and reliability concerns that can lead to injuries or cause power outages. Trees are the leading cause of outages for most utilities.

This cohabitation also can compromise compliance with environmental and regulatory rules. In the United States, most utility service providers are required to conform to standards and or regulations which contain provisions for vegetation management. Yet, pruning or removal of interfering trees often causes controversy.

The more we all know about vegetation management and the requirements facing utilities, the more likely it is that we can protect and properly maintain the trees in our urban forests. This publication outlines the issues surrounding the conflict between trees and electrical utility lines as well as ways to avoid that conflict.





Low-growing trees can coexist with utility lines.

Boundary Issues

As communities expand, more property owners become concerned about the effects of necessary infrastructure and utilities on their urban trees. Utilities and property owners can coexist with good communication, education, and proper planning. One major challenge is homeowner understanding of boundary issues relative to ownership and rights. Most homeowners don't know the location, purpose, or sometimes even the existence of adjacent easements, setbacks, and rights-of-way.



Site plans indicate boundaries around your property.

All too often, property owners do not know where the boundaries are around their property or what utility companies, government, and others have rights to use that ground. To make matters worse, definitions of land use can vary with the application and within each community. However, it is important to understand these basic definitions.

- *Right of way*: Specific and particularly described strip of land, property, or interest therein devoted to and subject to the lawful use, typically for general transportation purposes or conveyance of utilities. A right-of-way can be public or private; it is to be assumed to pertain to both public and private unless it is specifically identified as one or the other.
- *Setback line*: A line that establishes the distance a building, structure, or portion thereof, and can be located from a lot line or right-of-way line.
- *Setback*: The horizontal distance established by ordinance between a right-of-way line or a lot line and the setback line.
- *Easement*: A prescriptive right of use over the land of another for a specific purpose providing a non-possessory interest in the property of the landowner and that prohibits the landowner from interfering with the easement holder's use of the easement.
- *Prescriptive Easement*: An easement upon another's real property acquired by continued use without permission of the owner for a period provided by state law to establish the easement. Potential issues with this type of easement are that they aren't always revealed in title reports and the exact location or use is not always clearly defined.

Most people only poorly understand the implications of having overhead lines on or near private property and how that relates to what should or should not be planted. Experience shows that if property owners understand that utilities have the right to prune in established rights-of-way (ROWs) and easements and recognize where those zones exist, they develop better relationships with utilities. Utility service partners (USPs) need access to privately owned property in many situations to perform necessary maintenance and to ensure safe and reliable delivery of power. This access is often granted through utility easements.

In many areas, locations of clear property lines and easements are not known or may not even exist. In these instances, property owners need to know where to go with questions or concerns prior to the work, during the work, or after work is completed. They can get recorded easement information from a government register or recorder in the clerk's office. This information can also be found in the title work associated with the property. However, some title work limits research on these boundaries to recent history (50 years or less) and can miss a complete disclosure of activity on the parcel. Anyone buying property should make sure to identify the boundaries during the purchasing process.

If homeowners ever question necessary pruning, the electric utility should be ready to provide evidence or proof of access rights to properties and easements so that property owners recognize contractors have the right to work there.

Safety

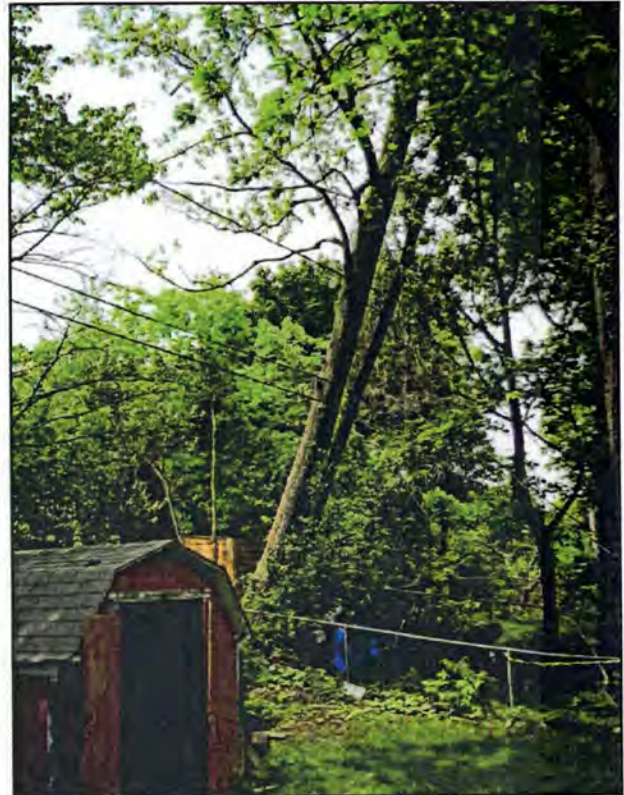
Part of the responsibility for electric utility safety rests in the hands of the homeowner. With thoughtful selection, proper planting, and maintenance, the right tree in the right place can offer many years of enjoyment and other benefits. However, poorly chosen trees or poor locations can create dangerous situations or liabilities for the future.

Overhead utility lines are not protected by insulation; anything that comes in contact with or even comes close to a utility line becomes a direct pathway for an electrical current that can result in electrocution. **Every** utility line or wire should be considered energized and dangerous.

Safety around utilities is a priority for everyone. Trees can become obstacles for utility companies in their efforts to provide safe and reliable service. Most tree conflicts are caused by tall-growing trees planted too close to or directly under utility wires, resulting in branches that grow into prescriptive clearance limits. Many issues result from weather events, such as wind and ice storms that cause limbs or even whole trees to fall into electrical lines and other utility equipment.

Trees near utility lines inherently carry serious risk to property owners, who may be injured or killed when working on trees near power lines. Child safety is even more of a concern where climbable trees placed close to nearby lines may result in fatal contact.

Injuries can be prevented, interruptions in service can be avoided, and trees can be preserved if we work together. Vegetation management is absolutely necessary where people, trees, and utilities coexist and where maintenance around utility lines is addressed by qualified line-clearance arborists who have electrical hazard certifications.



A dangerous situation results when trees and power lines conflict.

Service

Power companies want to provide safe and reliable service. To that end, they are required by federal law to document their utility vegetation management program procedures and annually inspect lines carrying 200 kV and above. The Federal Energy Regulatory Commission (FERC) has granted the North American Electric Reliability Corporation the authority to audit these management plans, review the work completed, and actually levy fines when appropriate to ensure that the proposed vegetation management is actually being done according to the standard.

In Indiana, state rulings require that vegetation-management activities adhere to current industry best management practices in pruning. Additionally, recent state decisions have set standards for pruning practices and for notification of property owners adjacent to utilities. This includes notification of when a utility service provider can prune or may not prune to meet clearances. State oversight committees closely monitor their effectiveness and activity.

Utility service providers are constantly monitoring and improving their transmission systems. Transmission lines are the major arteries that move very high-voltage electricity from the power plant to substations, which then distribute the energy locally. Each year, power lines are inspected, some are rebuilt, and additional transmission lines are added to serve new loads.

Reliability and Power Outages

While property owners retain ownership of the transmission corridors that cross their properties, USPs often hold easements that allow access to perform regular maintenance within the rights-of-way. This includes pruning and removal of trees, shrubs, and other vegetation that may interfere with the ability to perform maintenance or the transmission of electricity or other forms of energy. One of the most time-consuming and expensive maintenance concerns that all utilities face is vegetation management to prevent power outages or disruption.

A power outage occurs when there is direct contact between two conducting lines (phase to phase) or by providing a path for electricity to travel to the ground. There are several ways that vegetation—trees in particular—can cause power outages.

- First, left to grow without intervention, many tree species naturally grow or sway into power lines and provide direct paths for electricity to travel to the ground from energized lines.
- Second, a power line can sag and sway under certain conditions, causing direct contact or a flashover that occurs when electricity arches from an energized line to a near-by tree.



Direct contact can cause flashovers.

- Third, ice and wind storms can break limbs or topple entire trees onto lines, poles, or other equipment.

Regardless of the cause, power outages occur when the flow of electrical power is impeded by vegetation conflicts with energized wires.

Utility corridors are established directly below and along the sides of electrical lines in an effort to prevent vegetation-induced power outages. Federal and state rules and regulations provide guidelines describing how utility companies must keep these utility corridors clear of any tree that has the potential to interfere with the safe and reliable operation of the electrical system. This width and distance between power equipment and vegetation varies by the line voltage. In general, as the voltage increases, so does the distance that vegetation must be kept away from transmission lines.



Safe distances between trees and utilities allow for sustainable tree plantings.

A Plan for Safety and Reliability: The UVM

Most utilities have a “utility vegetation management” (UVM) plan that documents procedures used to control undesirable tree and plant species within the utility corridor. These vegetation management plans detail the most effective and efficient ways to maintain the rights-of-way in a safe manner for the transmission of electricity. This is termed a “defense in depth” strategy for preventing outages and, most importantly, to maintain public safety for people around trees and power lines. This is clearly defined in Indiana Code, which, in the definition of “public safety situation,” includes tree-wire contacts and hazardous trees that could fall on the electrical conductor.

In the case of power line rights-of-way, any tall-growing trees, shrubs, brush, and vines are considered undesirable species. These plants must be managed to provide safe and reliable operation of the electrical system. In fact, removal is often the best management practice to reduce maintenance inputs from the utility provider and for safety around the lines. In many cases, it’s better to remove the tree as opposed to pruning it severely, which can leave the tree unsightly or unsafe. Vegetation management is traditionally accomplished through mechanical means and/or with the application of herbicides to control undesirable vegetation.

Tree pruning is not only an important maintenance activity for most electric utility companies, it is also one of the most costly. It requires billions of dollars annually



Special training is required for tree maintenance in populated areas.

to keep trees and other plants from the potential of interrupting electrical service. Most utility companies or their contractors use pruning techniques that meet current industry standards. The International Society of Arboriculture (ISA) has developed a series of Best Management Practices (BMPs) for interpreting tree care standards and providing guidelines of practice for arborists, tree workers, and people who employ them.

More specifically, one BMP focuses on the selection and application of methods and techniques for vegetation control for electric rights-of-way projects and gas pipeline rights-of-way. It also serves as a companion publication for the *American National Standard for Tree Care Operations—Tree, Shrub and Other Woody Plant Management—Standard Practices (Integrated Vegetation Management a. Electric Utility Rights-of-Way)*. These peer-reviewed standards are proven best practices for tree health and safety and are required in many cities. The information in this guide promotes the directional pruning method, which minimizes stress from pruning and focuses on tree health while meeting necessary clearance objectives. The ANSI standards provide specific contract language and directives. The accompanying best management practice guide provided by the International Society of Arboriculture provides the how-to information for training and education. Indiana Code indicates that any routine utility vegetation management, such as pruning, be limited to less than 25% of canopy per tree, which is consistent with best management practices prescribed in the standards.

For the most part, qualified line-clearance arborists manage vegetation with manual tools such as chain saws, handsaws, and loppers. For transmission lines and distribution lines in more rural areas, they may use land and air machines—the most efficient and cost effective for clearing dense vegetation along many miles of utility corridors. Additional methods of control may include herbicide application to reduce stem density by eliminating undesirable species and promoting more utility-compatible plants. The advantage of manual techniques is that they are selective and can be used where other practices may not be possible, as in suburban and urban areas. However, manual techniques are very expensive and time-consuming, requiring much manpower and many resources.



Utility arborists are trained specifically for working around utility lines.

How much pruning is required? How often is the pruning needed? Why are they removing that tree? Vegetation clearance is established, but how much pruning is required to get the proper clearance? That is the challenge vegetation management experts face annually. These are often very contentious questions, the subject of much debate and research. Also, there is never a really clear, concise answer to any of them, because there are several variables. Typically, a qualified utility forester or vegetation manager will prescribe the amount or type of pruning or removal necessary based on:

- Tree growth rate
- Prevailing wind direction
- Tree species
- Tree health and vigor
- Environmental factors affecting growth
- Proximity of trees to wires
- Line configuration
- Line voltage
- Pruning cycles

Pruning trees to accomplish vegetation management objectives is the norm. However, often some trees must be removed. Typically, USPs are only involved with the maintenance and removal of trees and other vegetation that might endanger the safe and reliable operation of poles and lines for the delivery of electricity. When trees are dead or unhealthy, the utility forester will discuss with the adjacent property owner the possibility of removing trees. A tree may have a defect(s), which might cause it to fail. Some large-growing trees are so close to the lines and have to be pruned so severely that it becomes necessary to take the tree or trees down.

Situations where tree removal may be preferable to line-clearance pruning include:

- Tall- or fast-growing species growing directly under the lines that require frequent pruning and will never be allowed to achieve any sort of natural form.
- Saplings and brush under the lines, which have the potential to grow into the lines or clearance limits.
- High-risk trees with a potential to fall into the lines or any other equipment such as transformers and poles.

The amount or distance cleared is determined by the amount of voltage the line carries; the greater the voltage, the greater the clearance required to meet federal requirements and maintain safe distances. For example, a transmission line carrying 110,000 volts or more will require a 20-foot distance between the center point of the lines and the vegetation. A distribution line carrying 13,000 volts may only require a 10-foot clearance. To reduce frequency of pruning cycles, the determination of pruning dose is made based on growth rates and frequency of the pruning cycle. If the pruning cycle is three years, the utility arborist will prune to meet clearance requirements, then prune farther back on the anticipated rate of growth for the tree species to account for future growth before they return on the next scheduled visit. These distances are mandated by the Occupational Safety and Health Administration (OSHA) standards to protect nonqualified arborists from injury and death. The North American Electric Reliability Corporation (NERC) audits each utility service provider's UVM plans and activity. These must be adhered to, or serious fines can be levied against the USP if a sustained outage occurs on lines with 200 kV or more, or those deemed critical in the grid system.

On distribution lines, another consideration is pruning cycle, which is the frequency of vegetation management on a specified span or part of the utility line grid. These cycles or occurrences are often based on budget, expected regrowth rates and the amount of clearance that can be realistically obtained in the time of pruning activity. Maintenance cycles are generally shorter where there is a longer growing season or more fast-growing tree species. In areas with short growing seasons and with slower growing trees, the cycle can be longer. Some utilities conduct mid-cycle inspections to mitigate fast growers midway through a cycle. Typically, these cycles can range anywhere from 3 to 7 years.



Utility arborists prune for safe clearance around distribution lines.

Communication is a major part of the vegetation management plan. This means notifying adjacent property owners of pending work on vegetation within the utility corridor. In fact, in many states law requires utility service providers to properly notify property owners of any work that may affect or require access to nearby property. In Indiana and several other states, code requires the property owner's permission to enter their property if there is not an easement. This is an important step in protecting trees and people during the vegetation management process.

Evidence has shown that customer satisfaction improves when utilities inform customers of upcoming tree work, explain the reasons behind it, and give a basic time-frame for operations. However, it is important to know that if

the property owner fails to respond to a notification, the state governing body (the Indiana Utilities Regulatory Commission in Indiana) sees this as implied consent, so direct permission is not required and the USP can proceed as needed to complete the work.



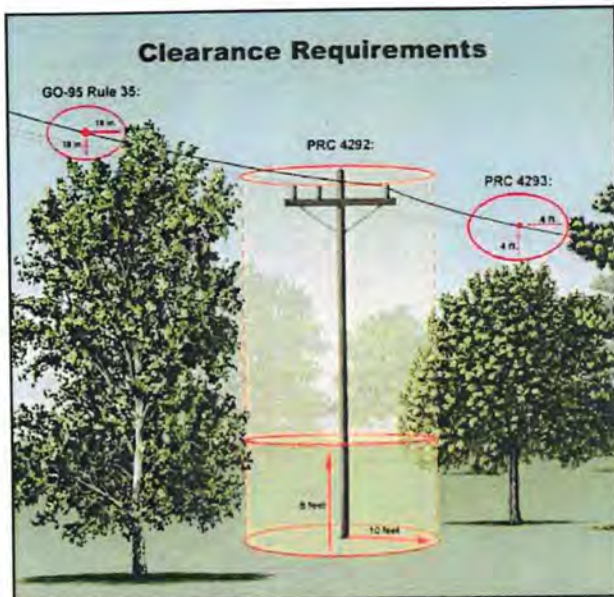
Utility service providers will provide notification before work is performed.

The new standards for tree trimming around utilities can be found at <http://www.in.gov/oucc/2555.htm>

There is no simple, clean answer to vegetation management around utilities. Tree pruning is required along with complete removals in certain conditions. Each situation is evaluated based on safety, service, and reliability. Many property owners are dissatisfied or displeased with the work required to meet the standards. This can create a divide between the consumer and the company that can develop into more critical disputes later. The best way to prevent unwanted or excessive pruning to your trees starts with planting the right tree in the right place. Sustainability should be the primary consideration in tree selection, placement, and maintenance. It is the property owner's responsibility to choose and place their trees in compatible locations that allow trees and utilities to get along rather than compete for the same space. This is where the conflict between consumers and utility service providers begins in many instances.

Call Before You Dig

The urban and suburban landscapes provide challenges for the utility service provider. Interactions among varying density of population, structures, residences, buildings, woodlots, and types of equipment are needed to carry electricity to the consumer. However, conflicts between electrical service equipment and trees can be avoided if landscape plants are selected and planted properly. They will provide many years of pleasure and paybacks. However, trees can become a serious safety issue and subjects of severe pruning or removal if they are planted too close to power lines. To ensure safety and sustainability when it comes to trees, proper planning is needed.



Proper planning and placement of trees will require little or no pruning to reduce conflicts.

Transmission and distribution lines are very similar as far as moving power and their safety considerations, but they differ in impact. Transmission lines are high-voltage lines that connect generation and bulk-transmission substations. They are typically farther above (over 22 ft.) and have large expanses between poles. Distribution lines carry less voltage, are lower overhead (15–18 ft.), and usually serve commercial and residential customers. They are more common in and around neighborhoods everywhere. This is the line type that has the most frequent tree and utility interaction. Regardless of the type of line, each must be considered a major factor in the determination of selection and location of any landscape plants.

Trees and brush that naturally grow too tall are regularly removed in utility corridors. Tall-growing trees naturally growing or planted beneath utility lines or those that may strike a line when falling must either be pruned, removed, or moved outside of the right-of-way. Problems can also arise when the eventual size of a mature tree is not considered when planting near a line. For example, a small silver maple tree that was purchased at a nursery can quickly grow and become entangled in overhead power lines. To prevent this dangerous conflict, regular pruning or even removal may be necessary to maintain clearance.

The USP must either prune or remove all trees that are potential hazards now or those that may create a risk situation in the future. As a result, all trees that have the potential to reach above 12–15 feet in height at maturity are subject to pruning or removal from the right-of-way corridor. Typical policy and practice for nearly all USPs is that property owners are regularly notified about planting and vegetation management.

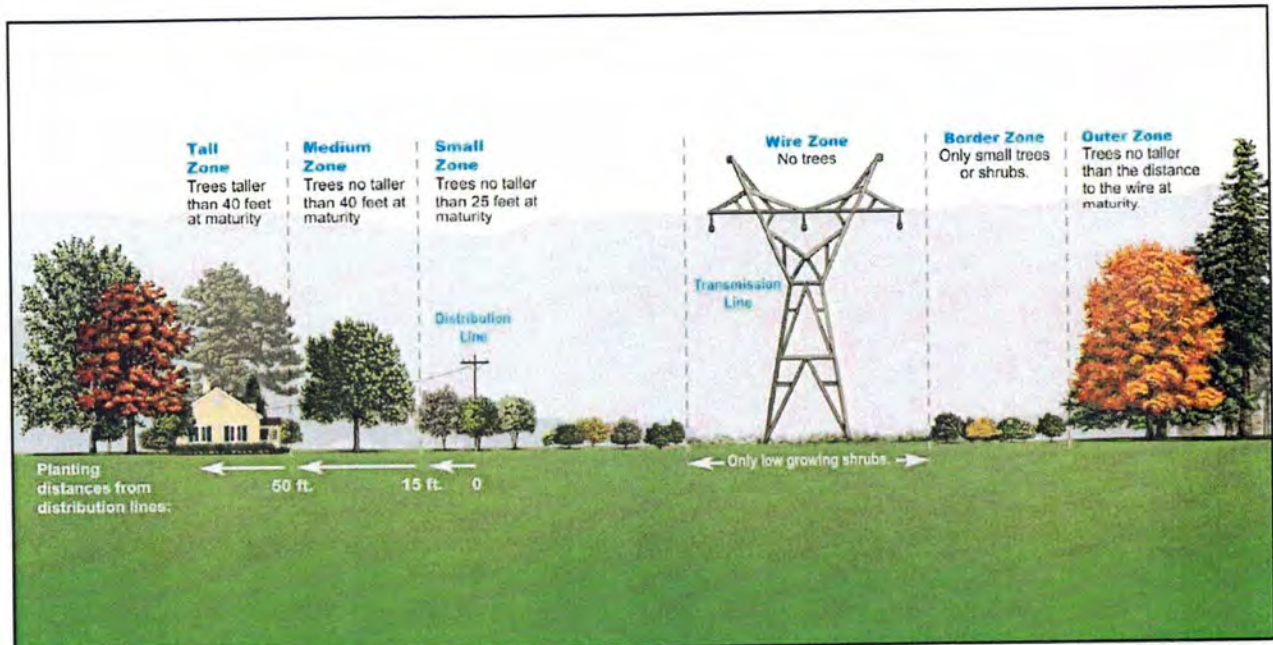
As a homeowner or landscaper, if you are planning new landscaping, an important first step is contacting your utility service provider to discuss your idea. Most have urban foresters or utility arborists with specialized training in utility/tree interaction. This will avoid creating a future disruption to the maintenance and repair of power lines and the utility rights-of-way. This will also let the USP know about your project to avoid inadvertent removal or modification during standard vegetation management. Lastly, within the right-of-way, maintain a path for the movement of utility equipment. So, plan for access should there be repairs or maintenance needed with the utility.

How big will the tree get? Before the planting begins, consider the tree's mature size. When planting that newly purchased small tree, it is often difficult to imagine that in as few as 10 years it could have a significant impact in the landscape with an expanding canopy. When the tree nears its full-grown size, will it be too close to the house or other structures? How will it interact with above-ground and below-ground utilities? Will it cause problems for buried or overhead power lines? Consider the impact of wind, which can move trees even closer to the lines as they sway or if they fall. Just as selecting a plant for your soil conditions is important, picking a plant that matures to a height compatible with nearby electrical line is essential.



Fall distance of trees needs to be considered in placement of new plantings.

“The right tree in the right place” is a commonly used expression that emphasizes this key point. The distance from an electrical line dictates the maximum mature height of a plant. Directly beneath a line, plant heights cannot exceed 12 feet. Between 40 and 60 feet from the center wire, mature plants can grow up to 40 feet. Finally, 60 feet from the center wire, mature plant heights greater than 40 feet are allowed. Several trees, unfortunately, are not compatible with growing underneath or within the utility corridor and cannot be planted in this area for safety reasons. This table provides descriptions of several plants that are compatible with growing underneath and near the overhead electrical line.



Understanding clearance requirements before placing a tree is critical for preventing unwanted pruning or removal.

Utility-Friendly Tree List

The following list includes overhead utility-friendly (low-growing) tree species which may be compatible in areas of overhead utility lines. This list is not all-inclusive. Other species may be acceptable and each selection should be considered for mature size in relationship to the height of the overhead lines. Consult a utility forester or your provider for assistance. Be sure to comply with local regulations and ordinances. Size noted is typical for urban conditions; mature sizes should be less than 20 feet in most applications.

Species	H'	W'	Shape	Light	Description
Paperbark Maple (<i>Acer griseum</i>)	25	20	Upright, oval to rounded	Full sun to part shade	Trifoliate leaves, bright red and orange fall color; cinnamon brown to reddish brown exfoliating bark.
Shadblow Serviceberry (<i>Amelanchier canadensis</i>)	20	20	Oval to rounded	Full sun to part shade	White flowers in spring; red to purple fruit; yellow mixed with a little orange fall color.
Apollo Maple <i>Acer saccharum</i> "Barrett Cole"	25	10	Narrow, columnar	Full sun to part shade	Unique narrowness, dense branching and compact form make this dwarf and columnar Sugar Maple ideal for limited spaces. Dark green foliage withstands summer heat.
Autumn Brilliance Serviceberry (<i>Amelanchier x grandiflora</i> "Autumn Brilliance")	20	20	Rounded	Full sun to part shade	White flowers in spring; red to purple fruit; orange to red fall color.
Allegheny Serviceberry (<i>Amelanchier laevis</i>)	20	20	Upright, irregular	Full sun to part shade	White flowers in spring; red to purple fruit; late yellow to orange fall color.
Eastern Redbud (<i>Cercis Canadensis</i>)	25	25	Upright, spreading	Full sun to part shade	Early pink flowers along twig before foliage; heart-shaped leaves.
Pagoda Dogwood (<i>Cornus alternifolia</i>)	20	20	Rounded	Full sun to part shade	Horizontal branching; creamy-white flowers followed by blue-black fruit; red to purple fall color.
Cornelian Cherry Dogwood (<i>Cornus mas</i>)	20	15	Rounded	Full sun to part shade	Early yellow flowers before foliage; bright red fruit in summer.
Cockspur Hawthorn (<i>Crataegus crus-galli</i>)	20	20	Broad, rounded	Full sun	Showy, white flowers; red fruit; glossy foliage; thorny; attracts birds.
Thornless Cockspur Hawthorn (<i>var. inermis</i>)	20	20	Broad, rounded	Full sun	Thornless; other characteristics same as species.
Washington Hawthorn (<i>Crataegus phaenopyrum</i>)	25	25	Upright, spreading	Full sun	White flowers; showy, orange-red fruit; red-orange fall color; narrow thorns.
Royal Star Magnolia (<i>Magnolia kobus var. stellata</i> "Royal Star")	15	15	Oval to rounded	Full sun to part shade	White flowers with pink in early spring before leaves.
Crabapple (<i>Malus spp.</i>) "Sugar Tyme" "Centurian" "Donald Wyman" "Indian Summer" "Snow Drift" "Prairiefire"	20 20 20 15 20 20	15 15 25 15 15 20	Upright, oval Upright Broad, rounded Rounded Rounded Upright, rounded	Full sun Full sun Full sun Full sun Full sun Full sun	Pink buds; white flowers; red fruit. Pink to red flowers; red fruit; red to bronze foliage. Pink to red buds open to white flowers; red fruit. Red buds; rose-red flowers; red fruit. Red bud; white flowers; small red fruit. Pink flowers; red fruit.
Ivory Silk Japanese Tree Lilac (<i>Syringa reticulata</i>)	20	15	Rounded	Full sun	Creamy panicles of fragrant flowers in late spring; red-brown shredding bark.
Techny Arborvitae <i>Thuja occidentalis</i>	15	6	Upright, pyramidal	Full sun to part shade	Fast growing and dark green. Excellent for screens and tall sheared hedges. Good in sun or light shade. Very winter hardy.
Keteleeri Juniper <i>Juniperus chinensis</i> "Keteleeri"	20	10	Upright, pyramidal	Full sun	Dense evergreen tree with medium green, mostly scale-like foliage which is attractive year-round. This is a female cultivar that produces profuse, grayish-green, berry-like cones.
Hetz Columnar Juniper <i>Juniperus chinensis</i> "Hetzii Columnar"	15	8	Upright, pyramidal	Full sun	Multi-stemmed evergreen tree with bright green foliage and abundant bluish-green berries.

Indiana's "Call Before You Dig" [law \(IC 8-1-26\)](#) requires everyone that digs into the ground to contact Indiana 811 at least two full working days before starting a project. Anyone who digs should contact Indiana 811 first, whether it is to plant a tree, put in a new fence or children's play set, or any other reason. In 2003, during a General Assembly legislative session, officials revised the "Call Before You Dig" law and made it a requirement that all owners and operators of underground facilities become a member of Indiana 811. This law was again enhanced in 2009 to add penalties for certain infractions.



Other considerations include local regulations and ordinances. Check with local authorities about regulations pertaining to placement of trees. Some communities have ordinances requiring permits for tree planting, particularly in rights-of-way or on public property. Check with the local government office or planning commission for laws affecting tree planting. For more information on tree selection and planting, refer to the publication, FNR-433-W, *Tree Installation: Processes and Practices* at The Education Store (edustore.purdue.edu).

Finally, the idea of burying your utility lines may be attractive, but investigate potential complications before burying utility lines underground. Underground projects are very complex and involve more than merely taking an overhead line and placing it a few feet underground. The trenching or pulling involved with installing an underground line is extensive and deep. Trees growing the in right-of-way may have root systems that could be seriously damaged during excavation. This damage can also lessen the stability of the trees involved and may force their removal. In addition to the expense of underground installation, repairs in the event of a power failure are more difficult and costly. One other final consideration is visibility. Although overhead lines and their associated structures are unsightly, they are visible, which helps with the safety factor relative to activity around them. You can see them and are aware of their presence. Buried lines are not only unseen, but also difficult to detect and require professional locating services prior to any activity which involves underground utilities. In many ways, above-ground utilities can be considered safer.

It is important to remember that whatever you do within an easement or right-of-way affects you, your neighbors, and sometimes the community. Power outages can cause direct financial losses to many businesses, but, more importantly, the costs of repairing lines and restoring power affect all of us. Following the guidelines and suggestions outlined within this publication will help utility service providers supply safe and reliable electrical service to all customers.

Sources of Assistance

Many varying sources of technical assistance exist for property owners. The primary objective of technical assistance providers is giving sound advice with the intent to improve environmental and economic health. This assistance may be available for free, but often there is a fee to cover the time involved with assistance.

A list of technical assistance providers is given below.

Certified Arborist: Contacting a local arborist who is credentialed by the International Society of Arboriculture is a good starting point for questions about tree and utility issues. Most utility service providers hire trained arborists who are utility specialists to assist in the process.

DNR Service Foresters: Depending on where you live, there may be a DNR forester available to visit your land and answer your questions. The role of DNR foresters is to motivate and guide landowners to practice sustainable forestry.

Private Consulting Foresters: Private Consulting Foresters are independent contractors who perform technical forestry work on a fee or contract basis for work they do. Private consulting foresters provide a wide range of ecosystem management services. The American Society of Consulting Arborists is an internationally recognized resource for private consulting on trees in the urban forest.

Sources of Educational Assistance: Several sources of educational assistance can provide expertise to solve utility conflicts or assist with vegetation management issues. The University Cooperative Extension Service provides assistance to landowners through continuing education programs and workshops as well as publications. You can locate your local Extension office through the yellow pages or on the Internet. The strength of Extension is its mission to provide a balanced discussion of the issues affecting natural resources. It provides science-based educational programs and materials on sustainable land management and applies research on sustainable natural resources techniques and their impacts to natural systems and processes.

Summary

Trees and utilities can get along, as long as homeowners and utility providers cooperate. Tree owners are responsible for placement with sensitivity to public infrastructure. Utilities are responsible for helping maintain a healthy urban forest. This shared responsibility is a partnership in environmental stewardship. When the partnership fails, the victims are the trees and urban forests.

This partnership is worth pursuing. The benefits brought by trees far outweigh the challenges that exist within utility corridors. Communication and education about the vegetation management process is key to this partnership and to the conservation of our environment—and key to communication is transparency in the details. Success relies on a partnership between the consumer and the utility service provider.

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CONSERVATION SUBDIVISION – ADJOINING PROPERTY OWNERS LIST

Property Location: 6527 Corydon Ridge Road
Georgetown, IN 47122

Property Owners: Floyd County Parks and Recreation
620 Park East Blvd.
New Albany, IN 47150

Joseph H. and Diane L. Beaven
6587 Corydon Ridge Road
Georgetown, IN 47122

Travis and Michell Denison
500 Park Ridge Road
Georgetown, IN 47122

Michael and Gail Stettenbenz
6516 Forged Way
Georgetown, IN 47122

Joseph and Donna Hampton
6500 Forged Way
Georgetown, IN 47122

Louis and Janet Schell
6501 Forged Way
Georgetown, IN 47122

DRIVING DIRECTION TO PROPERTY

Property Location:

6527 Corydon Ridge Road
Georgetown, IN 47122

Driving Directions:

Starting from New Albany, IN – Take Interstate 64 W towards St. Louis. Use the 2nd lane from the right to take Exit 118 toward Edwardsville/Georgetown.

At the light turn left onto IN-62.

Turn Right onto Corydon Ridge Road.

Approximately 1 mile down the road Property in on your left.