



## STAFF REPORT

### Floyd County Board of Zoning Appeals

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Docket Number: FC-05-26-29

Petitioner: DONNA HILLEGAS, REPRESENTATIVE JASON RUFING

Location: 4462 OLD VINCENNES ROAD, FLOYDS KNOBS, IN 47119

Parcel ID # 220403000008.000006

Request: Development Standards Variance – Encroach into front yard setback

Zoning District: Residential Suburban (on Septic, defaults to Rural Residential Development Standards)

Date: 6/22/2026

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#### Overview:

Petitioner is seeking a variance from section 4.14 Rural Residential District (RR) Development Standards to allow a proposed addition to encroach into the front yard 60-foot setback by 7 feet. The property is an unplatted lot totaling 1 acre located at the corner of Old Vincennes Road and Unruh Way in the Highlander Point Gateway district.

The proposed addition is to provide all provisions for human habitation on the ground floor by adding a bedroom, bathroom, and laundry room to the existing one and a half story structure. The lateral field is located to the west of the structure, a pool is located to the rear, and a drive way sits to the east, leading to a garage in the back. The proposed structure would then be located in the front.

Better by Design shows that this proposed addition would be 53' from the front of the property, assuming the front property line is at the centerline of Old Vincennes Road. With the addition, the front façade would be roughly 43 feet from the edge of pavement.

#### Applicant Justifications:

1. Approval of the variance (**WILL NOT** / **WILL**) be injurious to the public health, safety, morals, and general welfare of the community because: No, by adding 7 feet there still is over 50 feet of green space, 7 trees and a fence before edge of road.
  - a. Staff finds this distance of setback to be a standard for aesthetics more than safety.
2. The use and value of the area adjacent to the property included in the variance (**WILL NOT** / **WILL**) be affected in a substantially adverse manner because: Applicant believes the improvements will enhance and increase value in the community.
  - a. Staff finds that the properties located at 4383 Old Vincennes Road and 4421 Old Vincennes Road are located roughly 40 feet from their front property line and under 60' from the edge of pavement.
3. The strict application of the terms of the zoning ordinance (**WILL** / **WILL NOT**) result in practical difficulties in the use of the property because: There is no other place to add these rooms due to the driveway on one side, septic on the other side and pool in the back.
  - a. Staff finds that the site is limited in where an addition can be placed. Applicant has the current master bedroom and master bathroom in the attic loft area, which will provide limitations as the applicant ages.



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4. This variance (DOES / **DOES NOT**) involve a structure that is near an airstrip and regulated under Indiana Code 8-21-10.

#### **Staff Comments:**

The comprehensive plan encourages supporting aging populations.

- Community Preference Survey page 23 (pdf pg 24) indicates 80% community support for Housing Options for Senior Citizens
- Theme: Places to Live page 29 (pdf pg 30) indicates a priority for aging populations and encourages residential areas be accessible.

Where as the addition is not expected to have an injurious impact on public health, safety, morals, and general welfare of the community, where the deviation from the standard setback is not much greater than two other properties nearby and where the existing site is well landscaped, where the applicant is attempting to age-in-place but is limited in building area, and where the comprehensive plan supports housing options for senior citizens and places accessibility as a priority, staff finds a minimum level of justification for approval has been met.



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### Floyd County Board of Zoning Appeals



Source: Google Street View 2023, view of site from Old Vincennes road, addition to be placed in front and to the left.



Source: Google Street View 2023, view of site from Unruh Way.

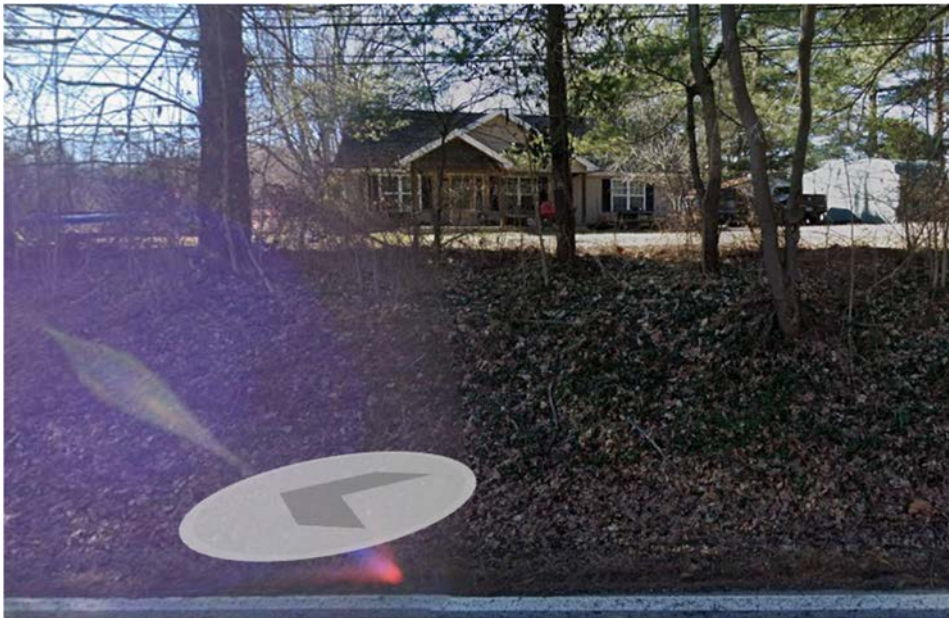


## STAFF REPORT

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Source: Google Street View 2023, view of 4383 Old Vincennes road



Source: Google Street View 2023, view of 4421 Old Vincennes road

# NOTICE OF PUBLIC HEARING

## Description of Proposed Docket:

The applicant Donna Hillegas, Representative Jason Rufing is seeking a:

- ☒ Development Standards Variance
- ☐ Conditional Use
- ☐ Special Exception
- ☐ Administrative Appeal

From the **Floyd County Board of Zoning Appeals.**

|                                                          |
|----------------------------------------------------------|
| <b>Street Address (see enclosed map):</b>                |
| 4462 Old Vincennes Road, Floyds Knobs, IN 47119          |
| 220403000008.000006                                      |
| <b>Description of Project:</b>                           |
| To allow an addition to encroach into front yard setback |

This is a notice that a public hearing regarding the proposed docket item will be on Monday, June 22nd 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 202

New Albany, IN 47150

Monday- Friday 8AM to 4PM

812.981.7611

[Building@floydcounty.in.gov](mailto:Building@floydcounty.in.gov)

Online: Floyd County Government Website [www.floydcounty.in.gov](http://www.floydcounty.in.gov)

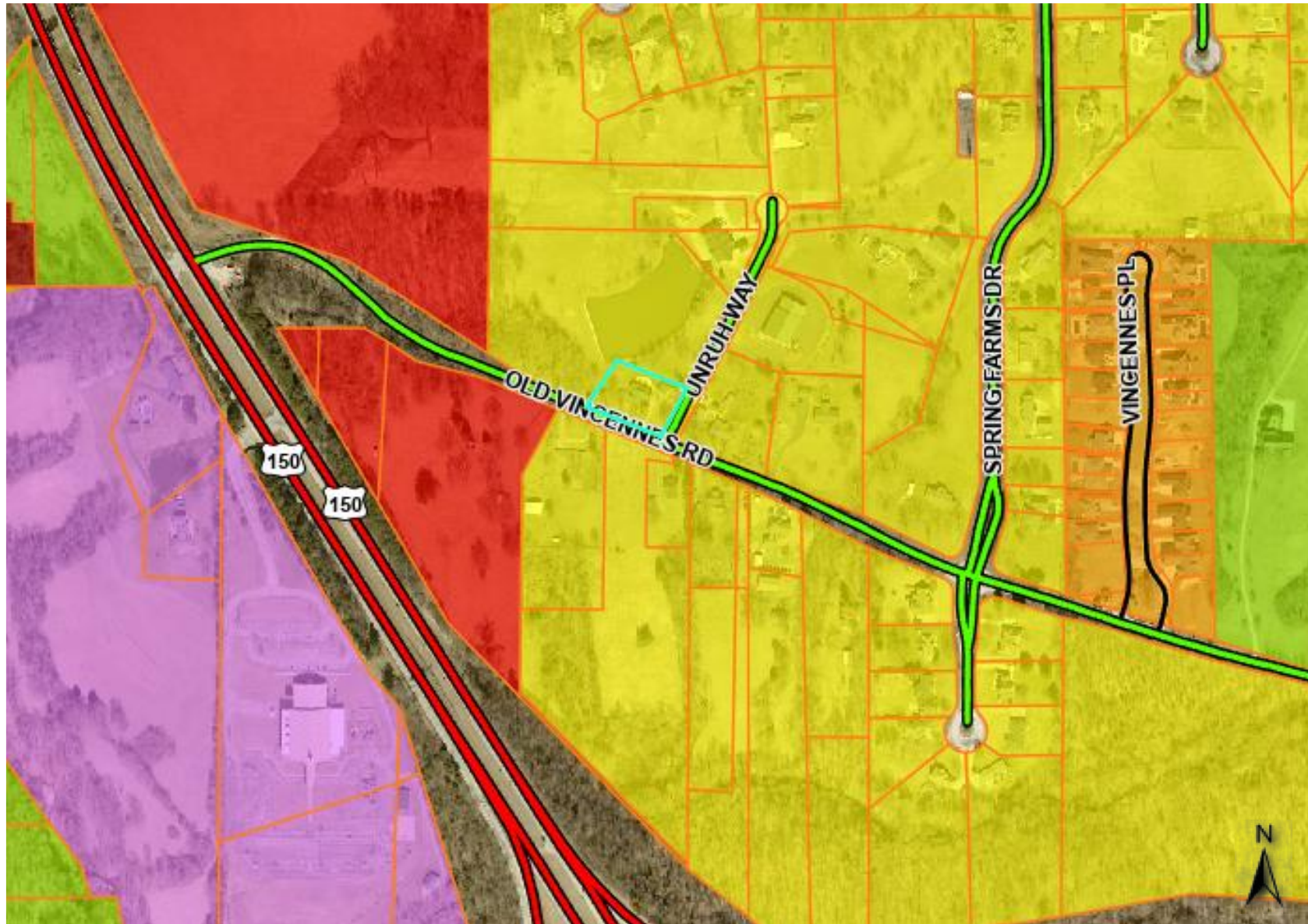


Floyd County, IN

# Aerial Zoning Map

4462 Old Vincennes Road

Created by: null



Parcels



County Zone Map

- AR - Agriculture
- RR - Rural Residential
- PD-RR - Planned Development
- RS - Residential Suburban
- PD-RS - Planned Development
- RU - Residential Urban
- MF - Multi-Family
- NC - Neighborhood Commercial
- PD-NC - Planned Development
- HS - Highway Service
- GC - General Commercial
- PD-GC - Planned Development
- PR - Park
- GI - General Industrial
- OB - Office Business
- PU - Plan Unit
- Other Values

Use of these plans by the client/customer of Better By Design, LLC indicates that the client/customer understands and agrees to all of the following terms and conditions of such use. Better By Design, LLC is neither an employer nor an agent, actual or apparent, and assumes no liability for design errors or omissions beyond the amount paid to Better By Design, LLC by the client/customer for the plans produced. Better By Design, LLC neither employs nor agents, actual or apparent, and assumes no liability for design errors or omissions beyond the amount paid to Better By Design, LLC by the client/customer for the plans produced. Client/customer agrees to indemnify Better By Design, LLC for any claims by any third parties for any costs, losses, injuries or damages caused to the client/customer by any departure from the plans. By the client/customer, and also departure from the plans by any individual or entity with whom the client/customer shares these plans. This provision covers departures from the plans by the client/customer, and also departure from the plans by any individual or entity with whom the client/customer shares these plans. The client/customer acknowledges that the plans were prepared assuming that certain materials would be available and the client/customer acknowledges that those materials may or may not be available at the time of construction. Better By Design, LLC shall not be liable to the client/customer for any costs, losses, injuries or damages caused to the client/customer by any departure from the materials contemplated when the plans were prepared. Client/customer agrees to indemnify Better By Design, LLC for any claims by any third parties for any costs, losses, injuries or damages caused to the client/customer by any departure from the materials contemplated when the plans were prepared. This provision covers departures from materials by the client/customer, and also departure from materials by any individual or entity with whom the client/customer shares these plans. The client/customer acknowledges that design errors are possible and the client/customer agrees to employ a licensed, insured professional engineer/architect/contractor and/or sub-contractor to insure structural integrity and compliance with federal, state and local laws, rules, codes and regulations. Client/customer agrees that codes govern over drawings and dimensions govern over scale. Better By Design, LLC shall not be liable to the client/customer for any costs, losses, injuries or damages caused by design errors. Client/customer agrees to procure his licensed, insured professional engineer/architect/contractor and/or sub-contractor and to hold Better By Design, LLC harmless in the event of design error. And client/customer agrees to indemnify Better By Design, LLC for any claims by any third parties for any costs, losses, injuries or damages caused by design errors. Client/customer agrees that codes govern over drawings and dimensions govern over scale. Elevation drawings are conceptual only. Better By Design, LLC expresses no guarantee and assumes no liability for any differences between the drawings and the actual appearance of the structure when constructed. Customer/client should verify topographic and subsurface conditions and adapt foundation plans accordingly. Bidders should verify materials, requirements, and availability and report any discrepancies to the customer/client. The purchase of plans from Better By Design, LLC or their agents constitutes a client/customer status and grants a license to the client/customer to build one structure conceptualized by the plans. Changes and modifications to the original drawings (if the changes are not needed to be shown on the drawings) are permitted. However, full rights and title to the original plan and any derivative work, of any kind, shall remain the property of Better By Design, LLC. No plans produced by Better By Design, LLC may be reproduced by the client/customer, his agents or assigns, in any form without the express written consent of Better By Design, LLC. And in any event, Better By Design, LLC retains all right, title, and interest in the original drawings and all copies. Copying or distributing the property of Better By Design, LLC in any form (hard copies, electronic media, etc.) is strictly prohibited. Violations may be subject to criminal or civil liability. All parties acknowledge and agree that terms and conditions herein shall be construed according to the laws of Indiana.

## BUILDER SHALL VERIFY ALL DIMENSIONS BEFORE CONSTRUCTION

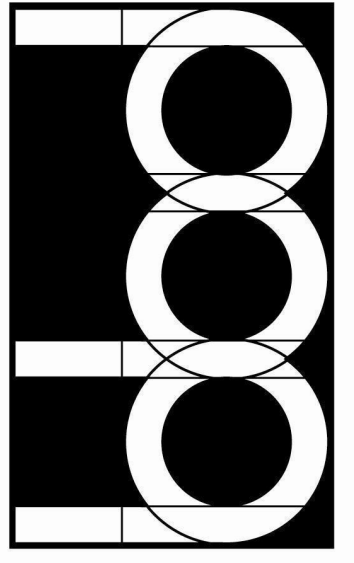
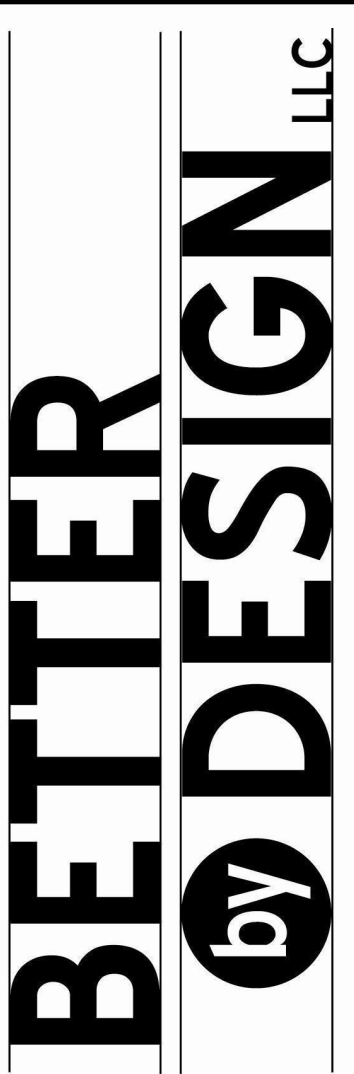
NOTE: ALL DIMENSIONS ARE BASED UPON AND DERIVED FROM FIELD MEASUREMENTS. WALL FINISHES, ACCESSABILITY, MECHANICAL AND HUMAN ERROR MAY MAKE SOME FIELD ADJUSTMENTS NECESSARY.

IMPORTANT NOTE: ALL POSSIBLE CARE HAS BEEN TAKEN TO ASSURE THE ACCURACY OF DIMENSIONS, ROOF PITCH AND THE EXPECTED APPEARANCE OF THE FINISHED HOME FOR THIS REMODEL / ADDITION PLAN. ALL IS BASED UPON FIELD MEASUREMENT OR THE ORIGINAL CONSTRUCTION PLANS OF THE EXISTING STRUCTURE. UNKNOWN EXIST IN EVERY STRUCTURE THAT MAY BE REVEALED ONLY UPON DEMOLITION AND CONSTRUCTION AS WORK PROGRESSES. THEREFORE, THE BUILDER MAY HAVE TO MAKE FIELD ADJUSTMENTS BASED UPON ACTUAL DIMENSIONS AND CONDITIONS. BETTER BY DESIGN LLC NOR ITS OPERATIVES ACCEPT ANY RESPONSIBILITY FOR VARIATIONS OF DIMENSIONS, ROOF PITCH OR APPEARANCE OF THE FINISHED HOME.

BUILDER MUST DETERMINE THE FEASIBILITY OF REMOVING WALLS OR OTHER STRUCTURE. IF ROOF OR FLOOR BEARING WALLS OR BEAMS ARE TO BE ALTERED OR REMOVED, CARE MUST BE TAKEN TO SUPPORT EXISTING STRUCTURE BEFORE ALTERING OR REMOVING EXISTING SUPPORT. IT IS THE RESPONSIBILITY OF THE BUILDER AND OWNER TO ASSURE SAFETY AND STRUCTURAL INTEGRITY. BETTER BY DESIGN LLC PLANS ARE CONCEPTUAL AND AS SUCH DO NOT EXPRESS OR IMPLY THAT ALTERATION OR REMOVAL OF ANY EXISTING STRUCTURE IS SOUND PRACTICE FROM AN ARCHITECTURAL OR ENGINEERING PERSPECTIVE. BETTER BY DESIGN LLC ASSUMES NO RESPONSIBILITY FOR JOB SITE SAFETY OR FOR ANY INJURY OR DAMAGE RESULTING FROM THE BUILDERS ATTEMPT TO DEMOLISH, ALTER OR CONSTRUCT ANY STRUCTURE DEPICTED ON THIS PLAN.



SITE LAYOUT PLAN  
SCALE: 1" = 10'-0"



DESIGN: \* 4462 OLD VINCENNES RD.  
REVISED: 5/1/2026  
DESIGNER: JUC  
BETTER BY DESIGN  
NEW ALBANY, IN  
(502)741-2748  
WWW.BBD-PLANS.COM  
email: SALES@BBD-PLANS.COM

4462 Old Vincennes Road  
Floyds Knobs IN, 47119

June 4, 2026

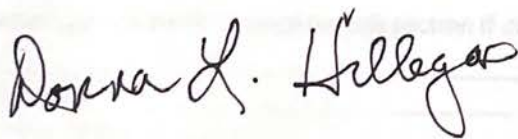
Floyd County  
Department of Building & Development Services  
2524 Corydon Pike Suite 203  
New Albany, IN 47150

I am requesting a front setback variance in order to stay in my home and be able to live on one level.

I wish to add a bedroom, bathroom, and laundry room. This will extend approximately 7 feet from the existing structure, which will be around 53 feet from the edge of Old Vincennes Road.

I have looked at alternatives to this plan, but can see no other way to position the addition on the property.

Please consider my request.



Donna L. Hillegas



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

## Development Standards Variance Application

**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. A pre-submission meeting with Building and Development Staff is strongly encouraged. Please contact the office at 812-981-7611 to schedule a meeting.

**Variance:** A modification of the specific requirements of this ordinance granted by the Board in accordance with the terms of this ordinance for the purpose of assuring that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and district.

### 1. General Information:

|                    |                                               |
|--------------------|-----------------------------------------------|
| Applicant:         | Donna Hillegas                                |
| Applicant Address: | 4462 Old Vincennes Rd. Floyds Knobs, IN 47119 |
| Applicant Phone:   | (502) 609-6647                                |
| Applicant Email:   | dennalee4591@icloud.com                       |

**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:    |  |
| Owner Address: |  |
| Owner Phone:   |  |
| Owner Email:   |  |

**Applicant's Representative:**

|                         |                                     |
|-------------------------|-------------------------------------|
| Representative Name:    | Jason Rufing                        |
| Representative Address: | 8621 Rufing Rd Greenville, IN 47124 |
| Representative Phone:   | (812) 207-3046                      |
| Representative Email:   | rufingremodel@gmail.com             |

## 2. Site Information:

|                               |                                               |
|-------------------------------|-----------------------------------------------|
| Parcel ID Number:             | 22-04-03-060-008.000-006                      |
| Total Acreage:                | + 1. ACRE                                     |
| Address of Property/Location: | 4462 Old Vincennes Rd, Floyd County, IN 47119 |
| Current Use of Property:      | Residence                                     |
| Current Zoning District:      | 006 - Lafayette Township                      |

## 3. Variance Request:

Detail the variance request:

This is for a front setback variance. I am adding a bedroom, Bathroom, and Laundry addition to the front of my house, extending it past the original floor plan 7 feet toward the road, placing it 53 feet to the edge of the road. Due to my age and health, I need these rooms on the ground level.

## 4. Zoning Map Amendment Justification:

Indiana Code and the Floyd County Zoning Ordinance establish specific criteria that each must be meet in order for a development standards variance to be approved. Describe how the variance request meets each of the following criteria:

1. Approval of the variance will not be injurious to the public health, safety, morals, and general welfare of the community:

No. By adding 7 feet there still is over 50 feet of green space, 7 trees and a fence before edge of road.

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

I believe the improvements will enhance and increase value in the community.

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

There is no other place to add these rooms due to the driveway on one side, septic on the other side and pool in the back.



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), Donna L. Hillegas, do hereby certify that I am (we are)  
(Owners of subject property)

the owner(s) of the property legally described as 22-04-03-000-008,000-006,  
(Parcel ID Number)

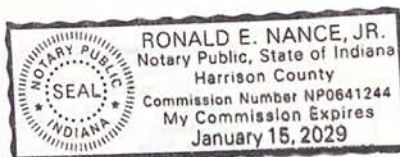
And hereby certify that I (we) have given authorization to Donna Hillegas / Jason Rufing  
(Applicant/Petitioner/Representative)

To apply for the included application on this subject property.

| Name of Owner(s):     | Parcel I.D. No:                 | Signature:               | Date:         |
|-----------------------|---------------------------------|--------------------------|---------------|
| <u>Donna Hillegas</u> | <u>22-04-03-000-008,000-006</u> | <u>Donna L. Hillegas</u> | <u>6-4-26</u> |
|                       |                                 |                          |               |
|                       |                                 |                          |               |
|                       |                                 |                          |               |

STATE OF IN )

COUNTY OF Floyd ) SS: )



Subscribed and sworn to before me, a Notary Public within and for said County and State,

this 4 day of June, 2026.

MY COMMISSION EXPIRES:

Jan 15, 2029

Ronald E Nance Jr

Notary Public

MY COUNTY OF RESIDENCE:

Harrison

Ronald E Nance Jr

Printed Signature

4. This variance (DOES/DOES NOT) involve a structure that is near an airstrip and regulated under Indiana Code 8-21-10. Does not

5. Required Documents:

- ☒ \$300.00 Filing Fee
- ☒ Deed for subject property
- ☒ Affidavit of Ownership (if applicable)
- ☒ Site plan drawn to scale, signed, and dated which clearly shows the entire layout of the property and all features relevant to the variance request.
- ☒ Letter from Floyd County Health Department indicating this variance will not negatively affect the operation of a septic system, if applicable
- ☒ Cover letter summarizing variance request.

6. Signature:

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

Name: Donna L. Hillegas

Signature: Donna L. Hillegas

Date: 6-4-26

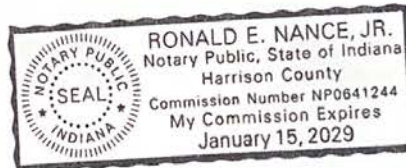
SUBSCRIBED AND SWORN BEFORE ME

THIS 4 DAY OF June, 2026.

Ronald E. Nance, Jr.

NOTARY PUBLIC COUNTY OF Floyd

MY COMMISSION EXPIRES Jan 15, 2029



# FLOYD COUNTY HEALTH DEPARTMENT

1917 Bono Road  
New Albany, Indiana 47150-4607  
Website: [www.floydcounty.in.gov](http://www.floydcounty.in.gov)

Telephone (812) 948-4726  
Fax (812) 948-2208

**SITE APPROVAL PERMIT FOR CONSTRUCTION**  
**OF**  
**OUTBUILDINGS, ADDITIONS and/or**  
**INSTALLATION OF SWIMMING POOLS**  
**GEOHERMAL HEAT SYSTEM**  
**UNDERGROUND UTILITY CONNECTION and/or**  
**UNDERGROUND LAWN SPRINKLER SYSTEM**

**RECEIPT NO: 32928**

**PERMIT NO.: SA-35-26**

**Date Issued: 04/30/2026**

Permit is void the last day of the thirty-sixth (36<sup>th</sup>) month following the month of permit issuance.

**ISSUED TO: Jason Rufing**

**PROPERTY OWNER: Donna Hillegas**

**ADDRESS:** 4462  
House Number

Old Vincennes Rd  
Street/Road/Drive

Floyds Knobs  
City/Town

Indiana  
State

47119  
Zip Code

**CONTRACTOR/INSTALLER:**

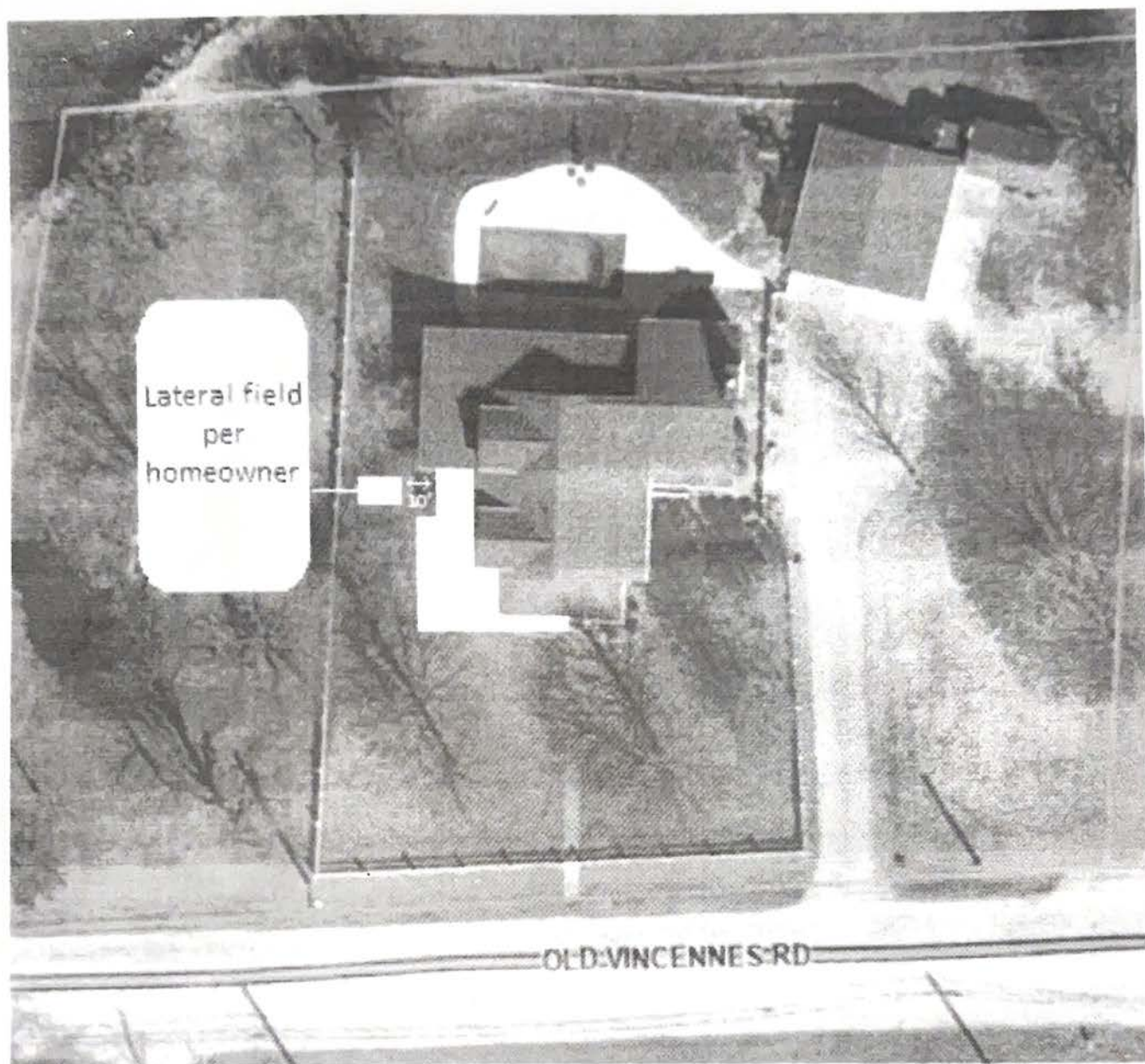
**SITE APPROVAL FOR: Home addition. (see attached plans)**

**ISSUED BY: Anthony Lieber**

**NOTES:** Protect area of septic during all phases of construction. The proposed construction will not expand the number of bedrooms in the home.



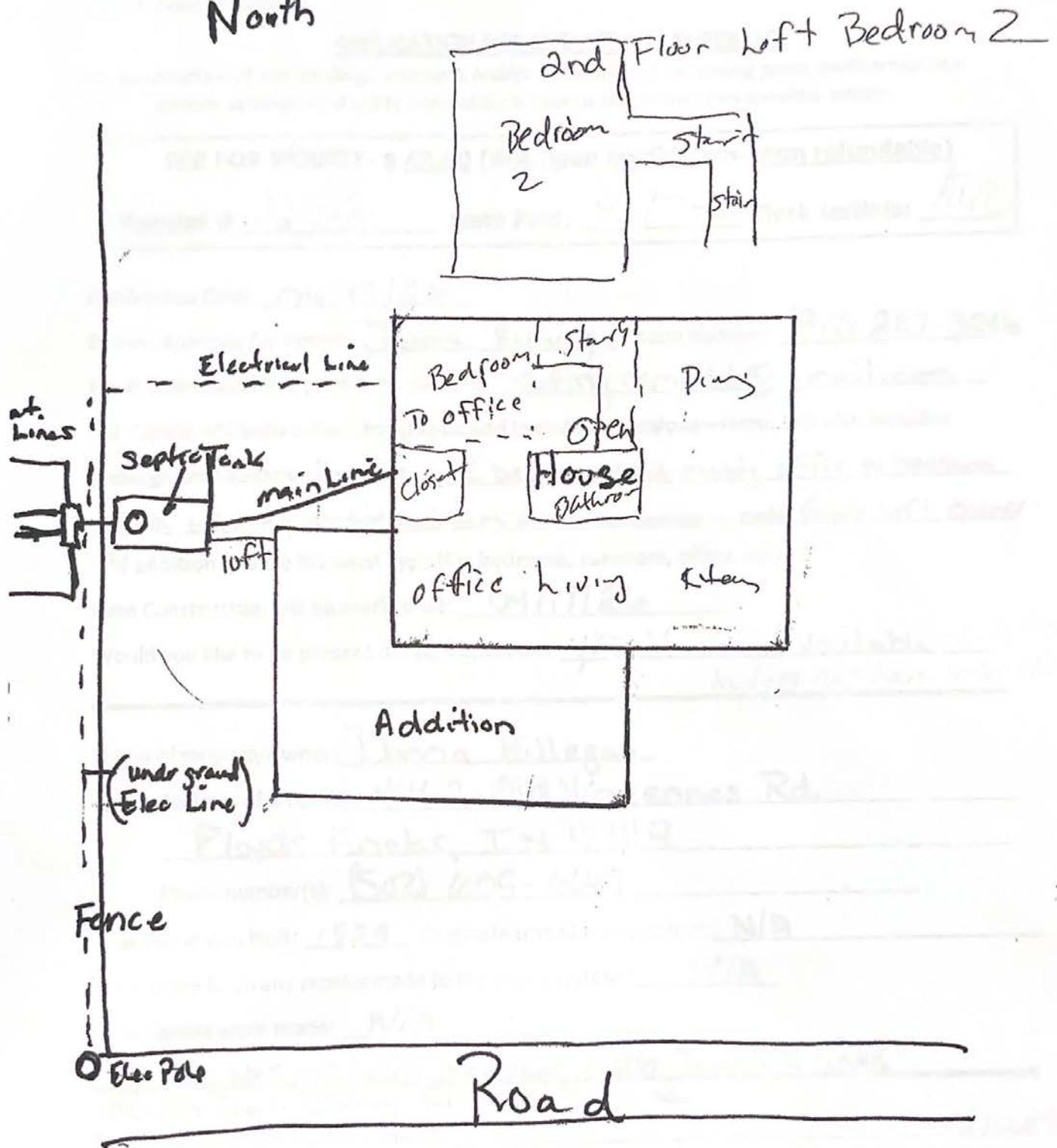
**ANY CHANGE TO THE LOCATION OR INSTALLATION OF DESIGN WITHOUT PRIOR APPROVAL  
FROM THE FLOYD COUNTY HEALTH DEPARTMENT WILL VOID THIS PERMIT**



TO GET A BETTER  
DESIGN

# Hillegas Room Addition

↑  
North



# FLOYD COUNTY HEALTH DEPARTMENT

1917 Bono Road  
New Albany, Indiana 47150-4607  
Telephone (812) 948-4726  
Fax (812) 948-2208  
[www.floydcountyhealth.org](http://www.floydcountyhealth.org)



Public Health  
Prevent. Promote. Protect.

## APPLICATION FOR SITE APPROVAL PERMIT

For construction of out buildings, additions and/or installation of swimming pools, geothermal heat system, underground utility connection and/or underground lawn sprinkler system.

**FEE FOR PERMIT- \$ 40.00 (due upon application—non refundable)**

Receipt # 32928 Date Paid: 4-17-26 Clerk Initials: AVL

Application Date: 04/17/26

Person Applying for Permit: Jason Rufing Phone Number: (812) 207-3046

Email Address (where permit can be sent): rufing remodel@gmail.com

List Type(s) of Construction (be specific and include dimensions—Note: this also includes underground electric): Here is a 2 bedroom now, making office to bedroom and adding master bedroom and bathroom onto front left corner.

\*\*If addition, please list what type (Ex: bedroom, sunroom, office, etc)

Date Construction will be marked off: 04/17/26

Would you like to be present during inspection? yes if im available - call first  
he does not have to be there

Name of property owner: Donna Hillegas

Address of property: 4462 Old Vincennes Rd.  
Floyds Knobs, IN 47119

Phone number(s): (502) 609-6647

Year home was built: 1929 Original name of home owner: N/A

Have there been any repairs made to the septic system? N/A

Year repairs were made: N/A

System was installed per owner 1986 Tank & 4 lines  
Health Dept. (Gerry Elkin) at the time.

Health Department Staff Comments: Home to remain a 2 bedroom

# FLOYD COUNTY HEALTH DEPARTMENT

1917 Bono Road  
New Albany, Indiana 47150-4607  
Telephone (812) 948-4726  
Fax (812) 948-2208  
[www.floydcountyhealth.org](http://www.floydcountyhealth.org)



## Do you need a site approval?

Is there a septic system on the property where the structure is being built?

- ☒ YES – continue to next question  
☐ NO – Stop you do not need a site approval

Are you adding a bedroom? ☐ YES – Stop you must talk to an environmentalist  
☒ NO – continue to next question

Are you only remodeling the interior of the residence?  
☐ YES – Stop you must talk to an environmentalist  
☒ NO – continue to next question

Are you only covering an existing deck or porch?  
☐ YES-Stop you must talk to an environmentalist  
☒ NO- Please fill out the site approval application

## PLEASE READ THE FOLLOWING STATEMENTS:

- You must mark the location of the structure(s) you want to build. If it is not marked when FCHD comes to your property you will have to pay for another site approval.
- If FCHD does not have a drawing of your septic system you are responsible for locating the septic tank and the lateral lines.
- Site approval inspections are generally completed within 5-7 business days from time of application submittal.
- If your septic system is failing the site approval will be denied and further investigation will be required by FCHD.
- When the site approval is complete, FCHD will issue a site approval permit to the owner/applicant. This permit can be emailed to the owner/applicant and the building department or a hard copy can be obtained from our office and be taken to the building department for their permit. For a complete list of requirements to get your building permit contact the building department (812-981-7611).

OUT OF KEY NO. \_\_\_\_\_

WARRANTY DEED

THIS INDENTURE WITNESSETH, that JAMES M. SCHMIDT and MARCIA S. SCHMIDT, husband and wife,

CONVEY AND WARRANT

unto JAMES ARTHUR KEOWN, whose mailing address for tax purposes is \_\_\_\_\_, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the following real estate located in Floyd County, State of Indiana:

Being a 0.2293 of an acre part of a 1.00 acre parcel of land heretofore conveyed to James Arthur Keown by deed as recorded in Deed Drawer 13, Instrument No. 4538 of the Floyd County, Indiana Record of Deeds, being a part of the southeast quarter of Section No. 30, Township 2 South, Range 6 East, situated in Lafayette Township, Floyd County, Indiana and being more fully described as follows, to-wit:

Commencing at the northeast corner of the southeast quarter of said Section No. 30; thence westwardly along the north line of said southeast quarter of said Section No. 30, a distance of 1320 feet, more or less, to an iron pin on the southwest corner of Lot No. 28 of Spring Farms, as recorded on Plat No. 923 of the Floyd County, Indiana Record of Plats; thence North 89° 58' 20" West, 10.95 feet to an iron pipe thence South 17° 51' 45" West, 536.26 feet to an iron pin; thence South 51° 13' 51" West, 162.75 feet to an iron pipe; thence North 80° 06' 43" West, 16.75 feet to an iron pin; thence North 0° 39' 21" East, 219.87 feet to an iron pin; thence North 89° 20' 39" West, 232.00 feet to an iron pin; thence South 8° 11' 08" West, 294.70 feet to a spike in the center of the Old Vincennes Road; thence North 68° 51' 42" West along the centerline of said road, 263.96 feet to a spike and being the true place of beginning of land to be herein described:

Thence North 67° 07' 40" West, 60.00 feet to a point; thence North 23° 24' 36" East, 165.96 feet to a point; thence South 68° 08' 28" East, 60.02 feet to a point on

RECEIVED  
FOR RECORD  
TIME 1:17 P.M.  
DATE Dec 22 1994  
RECORDED IN 0 DBA 21  
INSTR. NO. 13895

-1-

*Norm S. Hatfield*  
RECORDER OF FLOYD COUNTY

the easterly line of said 1.00 acre parcel of land; thence South 23° 24' 36" West along said easterly line, 167.02 feet to the place of beginning and containing 0.2293 of an acre of land.

Subject, however, to the northerly one-half of the right-of-way of said Old Vincennes Road and being the southerly 15 feet of the hereinabove described 0.2293 of an acre parcel of land.

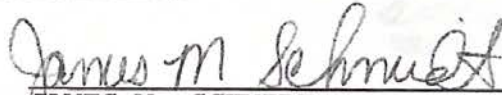
Subject to any and all easements and/or restrictions of public record that may apply to the above described real estate.

TO HAVE AND TO HOLD the same unto said Grantees, their heirs and assigns, in fee simple forever as tenants by the entireties.

Subject to the rights, duties, and liabilities referred to in a certain Easement and Roadway Agreement dated the \_\_\_\_\_ day of June, 1994, by and between James Arthur Keown, Rhea Samuel Peden, Jr., Cathy Peden, Victor O. Unruh, Jean M. Unruh, James M. Schmidt and Marcia S. Schmidt, said Easement and Roadway Agreement recorded the \_\_\_\_\_ day of June, 1994, in Misc. Drawer 21 as Instrument No. \_\_\_\_\_.

Taxes on the subject property having been prorated to date of closing, the Grantees, by the acceptance of this Deed, assume and agree to pay the 1994 real estate taxes due and payable in 1995, and all subsequent taxes.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

  
JAMES M. SCHMIDT

  
MARCIA S. SCHMIDT

STATE OF INDIANA]

COUNTY OF FLOYD ]

Before me, a Notary Public in and for said State and County, did personally appear JAMES M. SCHMIDT and MARCIA S. SCHMIDT, Grantors herein, who signed and acknowledged the foregoing to be their true and voluntary act and deed for the purposes therein contained.

Witness my hand this 13th day of JUNE, 1994.

Norman C. Kruer  
NOTARY PUBLIC (Written)

My Commission Expires:

2-2-96

NORMAN C. KRUER  
(Printed)

COUNTY OF RESIDENCE: CLARK

THIS INSTRUMENT PREPARED BY:

Robert P. Hamilton, Attorney  
LORCH & NAVILLE  
506 State St. - P. O. Box 1343  
New Albany, Indiana 47151-1343  
Indiana Attorney Number 8437-22

bob/tf/may/Schmidt.2Deed

Duly Entered For Taxation  
Subject To Final Acceptance  
For Transfer

JUN 22 1994

Beth A. Sharp  
AUDITOR FLOYD CO. IND.

**NOTICE OF ASSESSMENT OF LAND AND STRUCTURES / IMPROVEMENTS**

State Form 21366 (R22 / 12-24)

Prescribed by the Department of Local Government Finance

**FORM 11**

Floyd County Assessor  
311 Hauss Square, RM B3  
New Albany, IN 47150

**THIS IS NOT A TAX BILL****APPEAL DEADLINE IS:****June 16, 2025**

0019420



Keown, James A. & Hillegas, Donna T43 P1  
4462 Old Vincennes Rd  
Floyds Knobs IN 47119-9732

**2025**

|                                                                                                              |                                                             |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Legal Description<br>SE1/4 30-2-6 .7707 ALSO INCLUDES KEY# 004-2250-079 0.2293 AC EASEMENT                   | Parcel or Identification Number<br>22-04-03-000-008.000-006 |
| Property Address (number and street, city, state, and ZIP code)<br>4462 OLD VINCENNES RD NEW ALBANY IN 47150 |                                                             |

This notice indicates the assessed value of your property. Information on the valuation of your property and a copy of the property record card can be obtained from the assessing official at the telephone number and address below.

Notice to the taxpayer of the opportunity to appeal (IC 6-1.1-15-1.1, 1.2):

If the taxpayer does not agree with the action of the assessing official giving this notice, an appeal can be initiated to challenge that action. To file an appeal, the taxpayer must file a Form 130, Taxpayer's Notice to Initiate an Appeal, with the township assessor or county assessor in a timely manner. The time-frame to file an appeal on the assessment contained in this notice may have two different filing deadlines. These deadlines are based on the date that this notice is mailed. If this notice is mailed before May 1 of the assessment year, the filing deadline is June 15 of that year. If this notice is mailed on or after May 1 of the assessment year, the filing deadline is June 15 in the year that the tax statements are mailed. (IC 6-1.1-15-1.1) This form is available from the assessing official or at <https://forms.in.gov/Download.aspx?id=6979>. An assessing official who receives a Form 130 must schedule a preliminary informal meeting with the taxpayer in order to resolve the appeal. The assessing official and taxpayer must exchange the information each party is relying on at the time of the preliminary informal meeting to support the party's respective position on each disputed issue concerning the appeal. If the taxpayer has reason to believe that the township assessor, county assessor, an employee of the township assessor or county assessor, or an appraiser has violated IC 6-1.1-35.7-3 or IC 6-1.1-35.7-4(a), the taxpayer may submit a written complaint to the Department of Local Government Finance under IC 6-1.1-35.7-4(b).

NOTE: Failure to file a timely Form 130 can be grounds for dismissal of this appeal.

| PREVIOUS ASSESSMENT           |              | NEW ASSESSMENT EFFECTIVE JANUARY 1, 2025 |              |
|-------------------------------|--------------|------------------------------------------|--------------|
| LAND                          | \$47,500.00  | LAND                                     | \$47,500.00  |
| STRUCTURES/<br>IMPROVEMENTS * | \$188,600.00 | STRUCTURES/<br>IMPROVEMENTS *            | \$172,000.00 |
| TOTAL                         | \$236,100.00 | TOTAL                                    | \$219,500.00 |

Reason for Revision of Assessment:

Annual Adjustment

\* If the change in assessment is due to a new home, a taxpayer should be aware that there are many property tax benefits or deductions available. Please see INDIANA PROPERTY TAX BENEFITS (State Form 51781) available on the DLGF website: [www.IN.gov/dlgr](http://www.IN.gov/dlgr). Other non-residential construction may be eligible for deductions - see Forms 322/RE and Form 322/VBD.

|                                                                                                         |                                |                                                     |
|---------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------|
| County<br>Floyd                                                                                         | Township<br>LAFAYETTE TOWNSHIP | Date of Notice (month, day, year)<br>April 21, 2025 |
| Assessing Official<br>Terry Watson                                                                      |                                | Telephone Number<br>(812)948-5420                   |
| Address (number and street, city, state, and ZIP code)<br>311 Hauss Square, RM B3, New Albany, IN 47150 |                                |                                                     |



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By the client/customer, and also departure from the plans by any individual or entity with whom the client/customer shares these plans.

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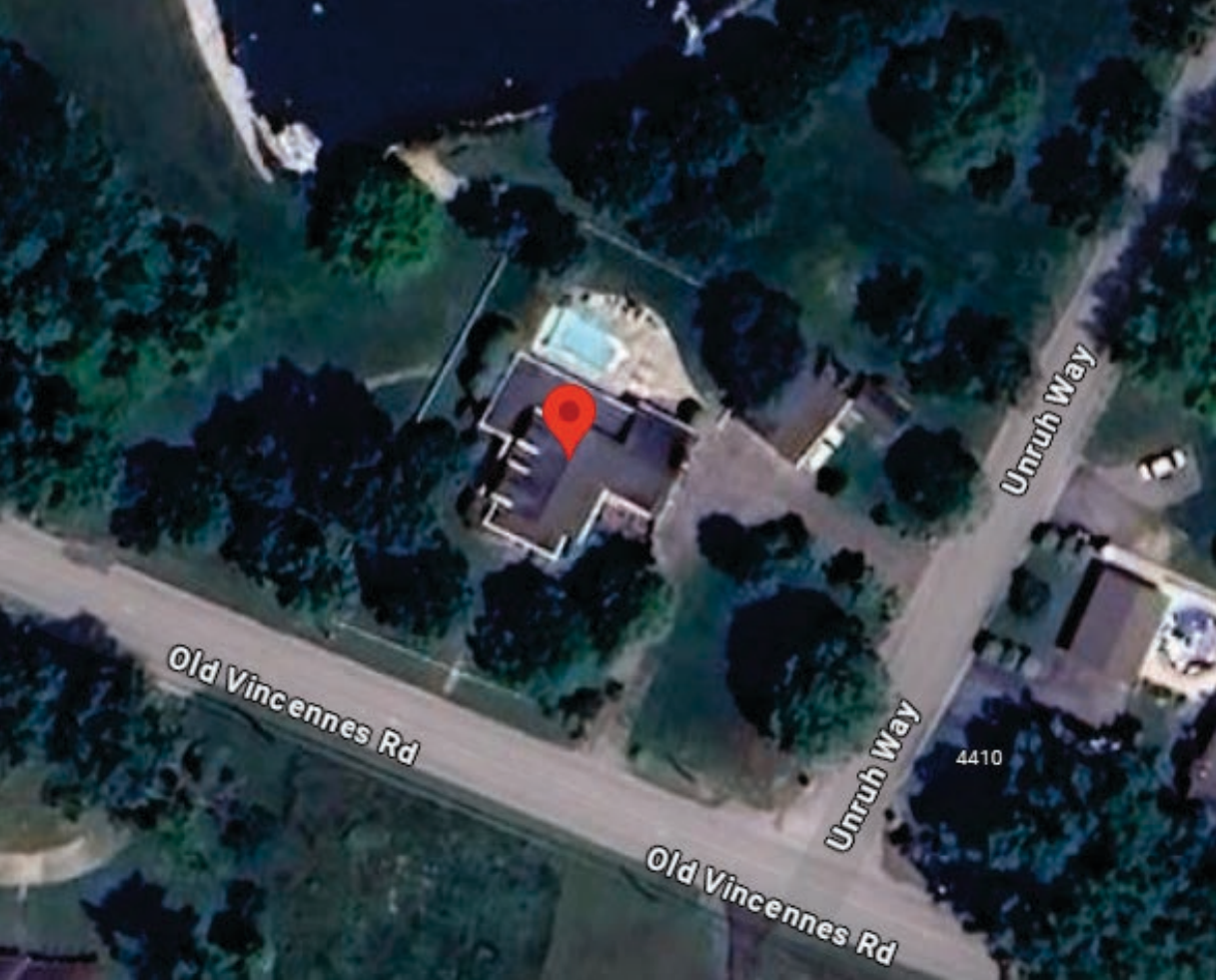
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RIGHT 3D ELEVATION



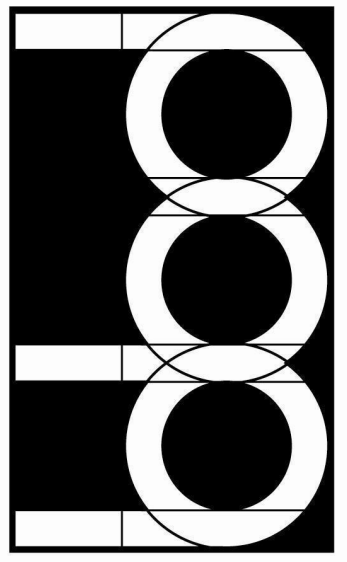
LEFT 3D ELEVATION



### HILLEGAS RESIDENCE

4462 OLD VINCENNES RD.  
FLOYDS KNOBS, IN 47119

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email: SALES@BBD-PLANS.COM



BETTER  
by DESIGN LLC

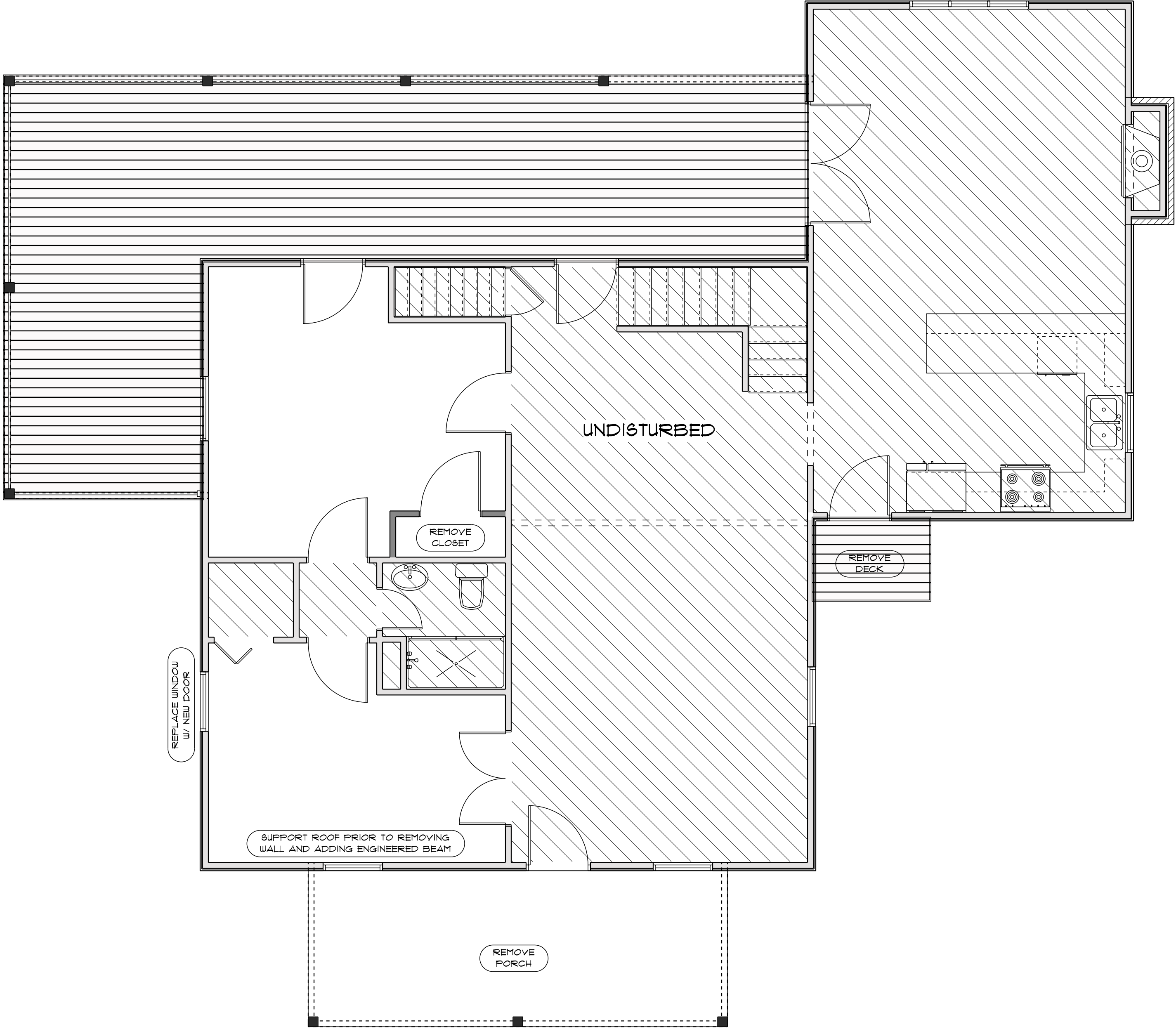
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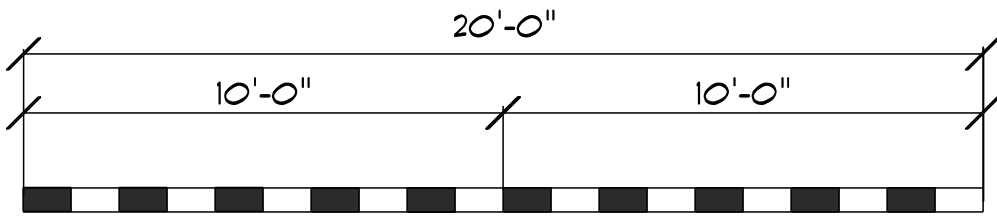
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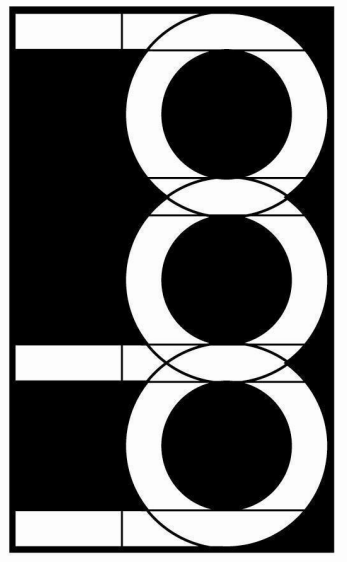
### EXISTING / DEMOLITION MAIN FLOOR

SCALE: 1/4" = 1'-0"



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REVISED: 5/1/2026  
DESIGNER: JUC  
BETTER BY DESIGN  
NEW ALBANY, IN  
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WWW.BBD-PLANS.COM  
email: SALES@BBD-PLANS.COM



**BETTER**  
**by DESIGN** LLC

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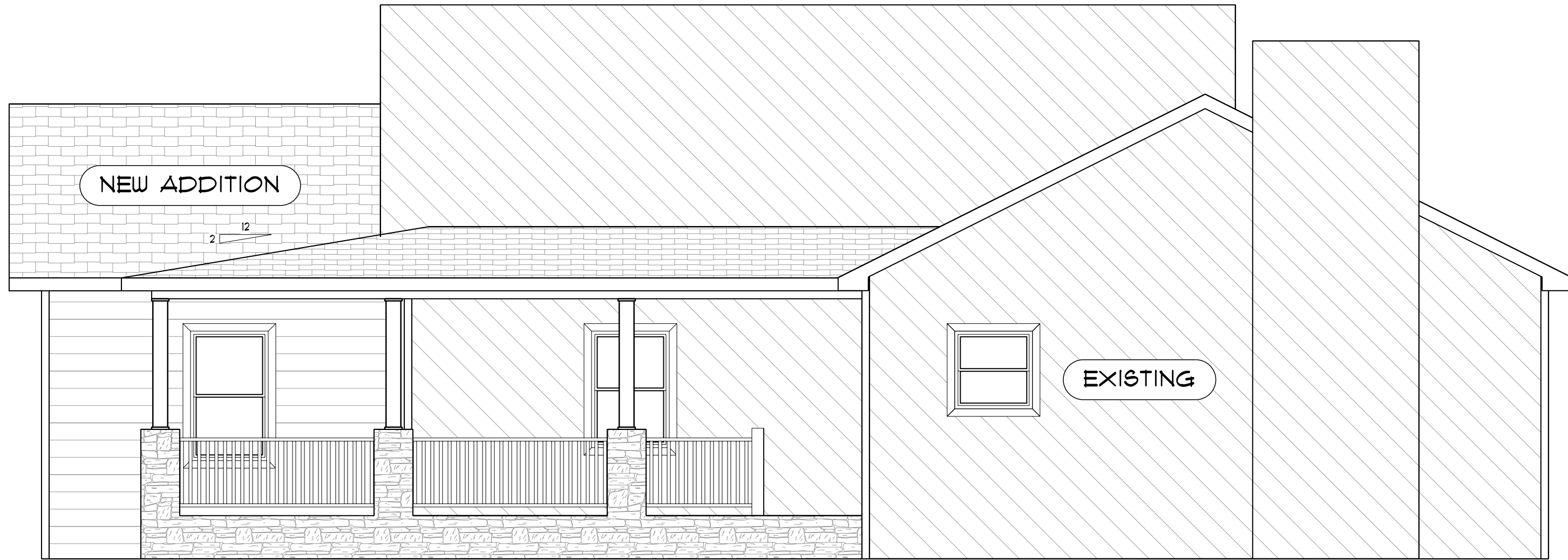
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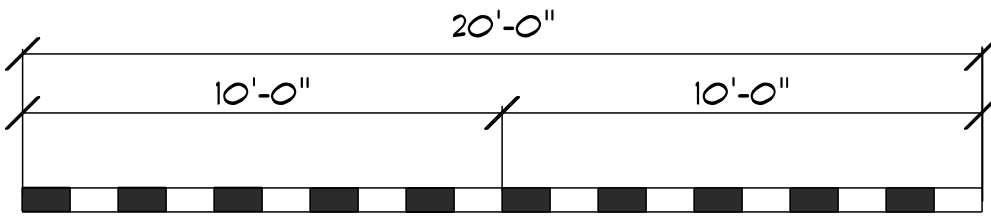
FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION  
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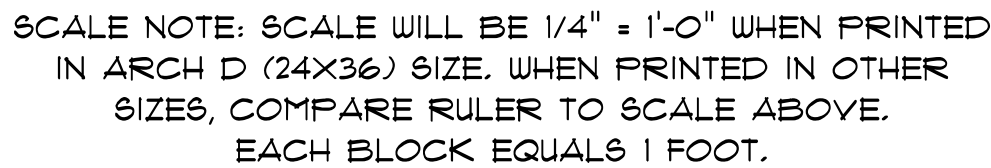
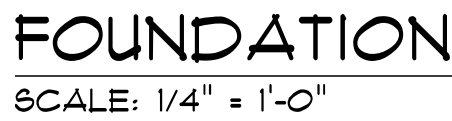


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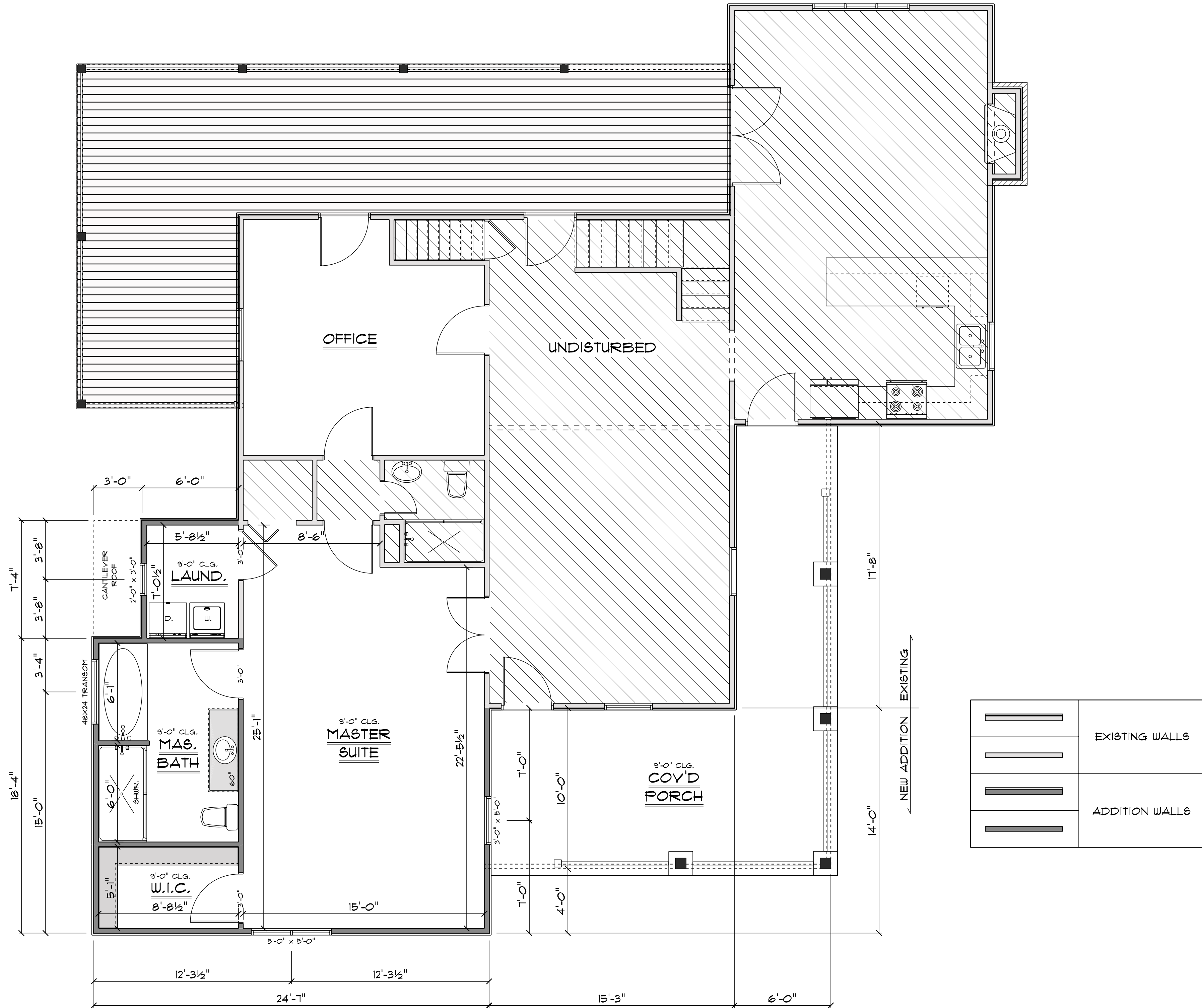
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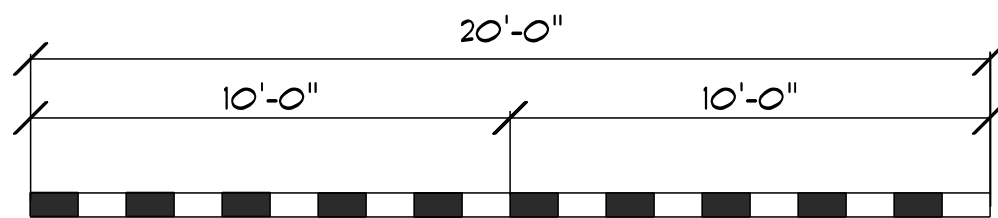
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Use of these plans by the client/customer of Better By Design, LLC indicates that the client/customer understands and agrees to all of but not limited to the following terms and conditions of such use. Better By Design, LLC is neither, employee and/or agents, actual or apparent, assume no liability for design errors or omissions beyond the amount paid to Better By Design, LLC by the client/customer for the plans produced. Better By Design, LLC neither, employee and/or agents, actual or apparent shall not be liable to the client/customer for any costs, losses, injuries or damages caused to the client/customer by any departure from the plans. Client/customer agrees to indemnify Better By Design, LLC for any claims by any third parties for any costs, losses, injuries or damages caused by any departure from the plans. This provision covers departures from the plans by the client/customer, and also departures from the plans by any individual or entity with whom the client/customer shares these plans. The client/customer acknowledges that the plans were prepared assuming the design materials would be available and the client/customer acknowledges that those materials may or may not be available at the time of construction. Better By Design, LLC shall not be liable to the client/customer for any costs, losses, injuries or damages caused to the client/customer by any departure from the materials contemplated when the plans were prepared. This provision covers departures from materials by the client/customer, and also departures from materials by any individual or entity with whom the client/customer shares these plans. The client/customer acknowledges that design errors are possible and the client/customer agrees to employ a licensed, insured professional engineer/architect/contractor and/or sub-contractor to insure structural integrity and compliance with federal, state and local, law, rules, codes and regulations. Better By Design, LLC shall not be liable to the client/customer for any costs, losses, injuries or damages caused by design errors. Client/customer agrees to procure his licensed, insured professional engineer/architect/contractor and/or sub-contractor and to hold Better By Design, LLC harmless in the event of design errors. And client/customer agrees to indemnify Better By Design, LLC for any claims by any third parties for any costs, losses, injuries or damages caused by design errors. Client/customer agrees that codes govern over drawings and dimensions govern over scale. Elevation drawings are conceptual only. Better By Design, LLC expresses no guarantee and assumes no liability for any differences between the drawings and the actual appearance of the structure when constructed. Customer/client should verify topographic and subsurface conditions and adapt foundation plans accordingly. Bidders should verify materials, requirements, and availability and report any discrepancies to the customer/client. The purchase of prints from Better By Design, LLC or their agents constitutes a client/customer status and grants a license to the client/customer to build one structure conceptualized by the plan. Changes and modifications to the original drawings (if the changes are not needed to be shown on the drawings) are permitted. However, full rights and title to the original plan and any derivative work, of same is retained by Better By Design, LLC. No plans produced by Better By Design, LLC may be reproduced by the client/customer, his agents or designs, in any form without the express written consent of Better By Design, LLC. And in any event, Better By Design, LLC retains all right, title, and interest in the original drawings and all copies. Copying or distributing the property of Better By Design, LLC in any form (hard copies, electronic media, etc.) is strictly prohibited. Violations may be subject to criminal or civil liability. All parties acknowledge and agree that terms and conditions herein shall be construed according to the law of Indiana.



### NEW MAIN FLOOR

SCALE: 1/4" = 1'-0"



SCALE

SCALE NOTE: SCALE WILL BE 1/4" = 1'-0" WHEN PRINTED IN ARCH D (24X36) SIZE. WHEN PRINTED IN OTHER SIZES, COMPARE RULER TO SCALE ABOVE. EACH BLOCK EQUALS 1 FOOT.

DESIGN: \* 4462 OLD VINCENNES RD.

REVISED: 5/1/2026

DESIGNER: JUC

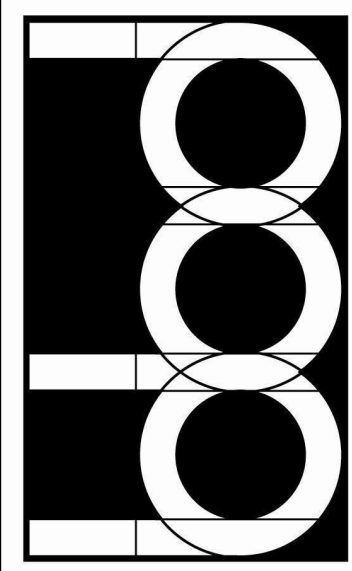
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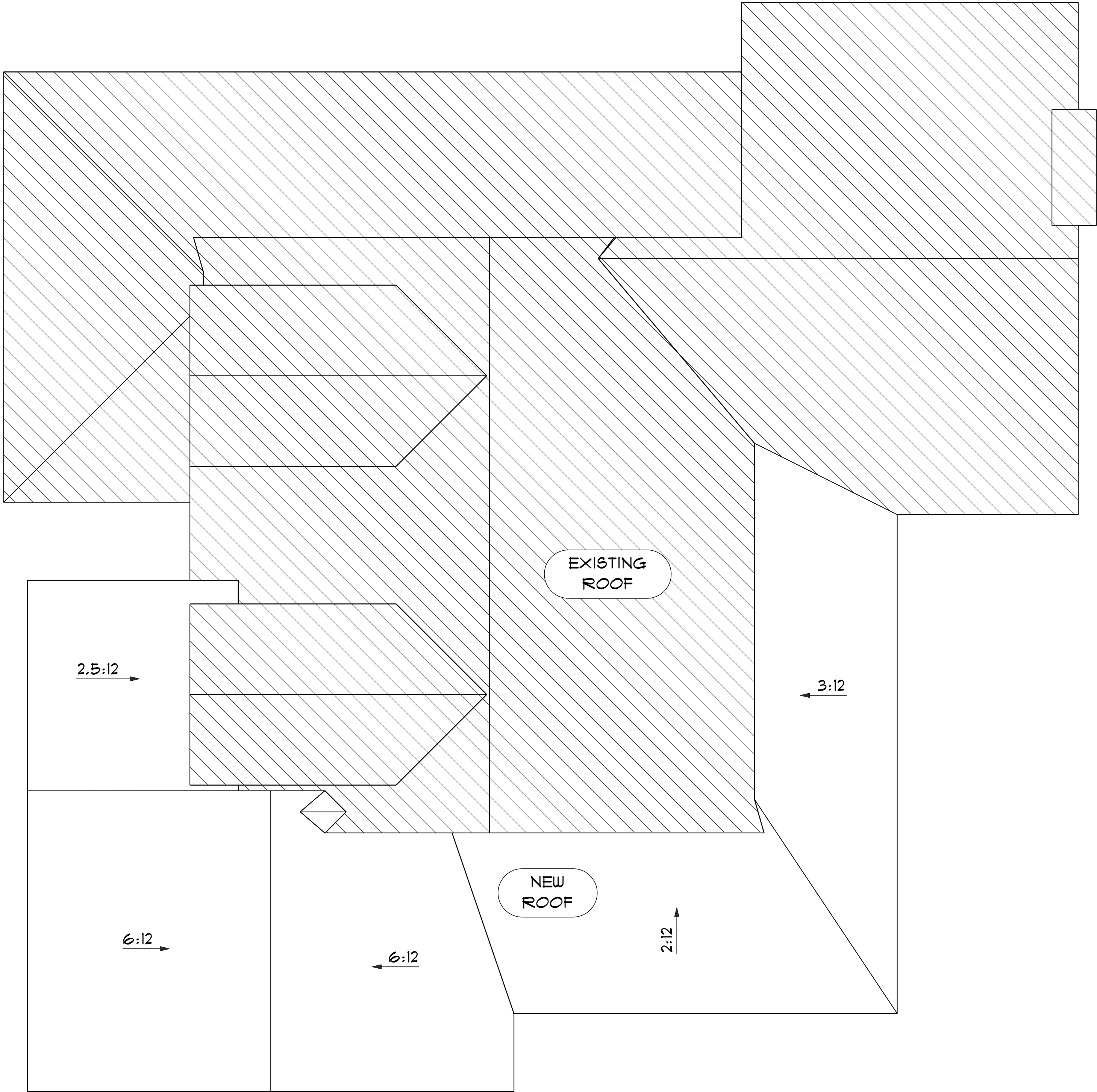
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IMPORTANT NOTE:  
ALL POSSIBLE CARE HAS BEEN TAKEN TO ASSURE THE ACCURACY OF DIMENSIONS, ROOF PITCH AND THE EXPECTED APPEARANCE OF THE FINISHED HOME FOR THIS REMODEL / ADDITION PLAN. ALL IS BASED UPON FIELD MEASUREMENT OR THE ORIGINAL CONSTRUCTION PLANS OF THE EXISTING STRUCTURE. UNKNOWNs EXIST IN EVERY STRUCTURE THAT MAY BE REVEALED ONLY UPON DEMOLITION AND CONSTRUCTION AS WORK PROGRESSES. THEREFORE, THE BUILDER MAY HAVE TO MAKE FIELD ADJUSTMENTS BASED UPON ACTUAL DIMENSIONS AND CONDITIONS. BETTER BY DESIGN LLC NOR ITS OPERATIVES ACCEPT ANY RESPONSIBILITY FOR VARIATIONS OF DIMENSIONS, ROOF PITCH OR APPEARANCE OF THE FINISHED HOME.

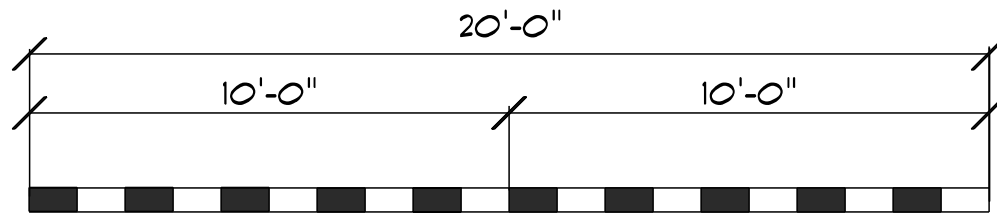
NOTE: ALL DIMENSIONS ARE BASED UPON AND DERIVED FROM FIELD MEASUREMENTS. WALL FINISHES, ACCESSABILITY, MECHANICAL AND HUMAN ERROR MAY MAKE SOME FIELD ADJUSTMENTS NECESSARY.

## BUILDER SHALL VERIFY ALL DIMENSIONS BEFORE CONSTRUCTION

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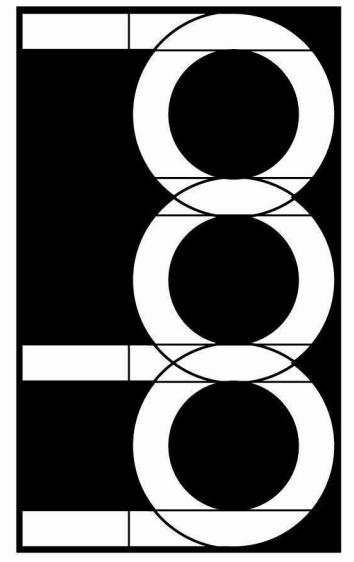


**BIRDSEYE**  
SCALE: 1/4" = 1'-0"

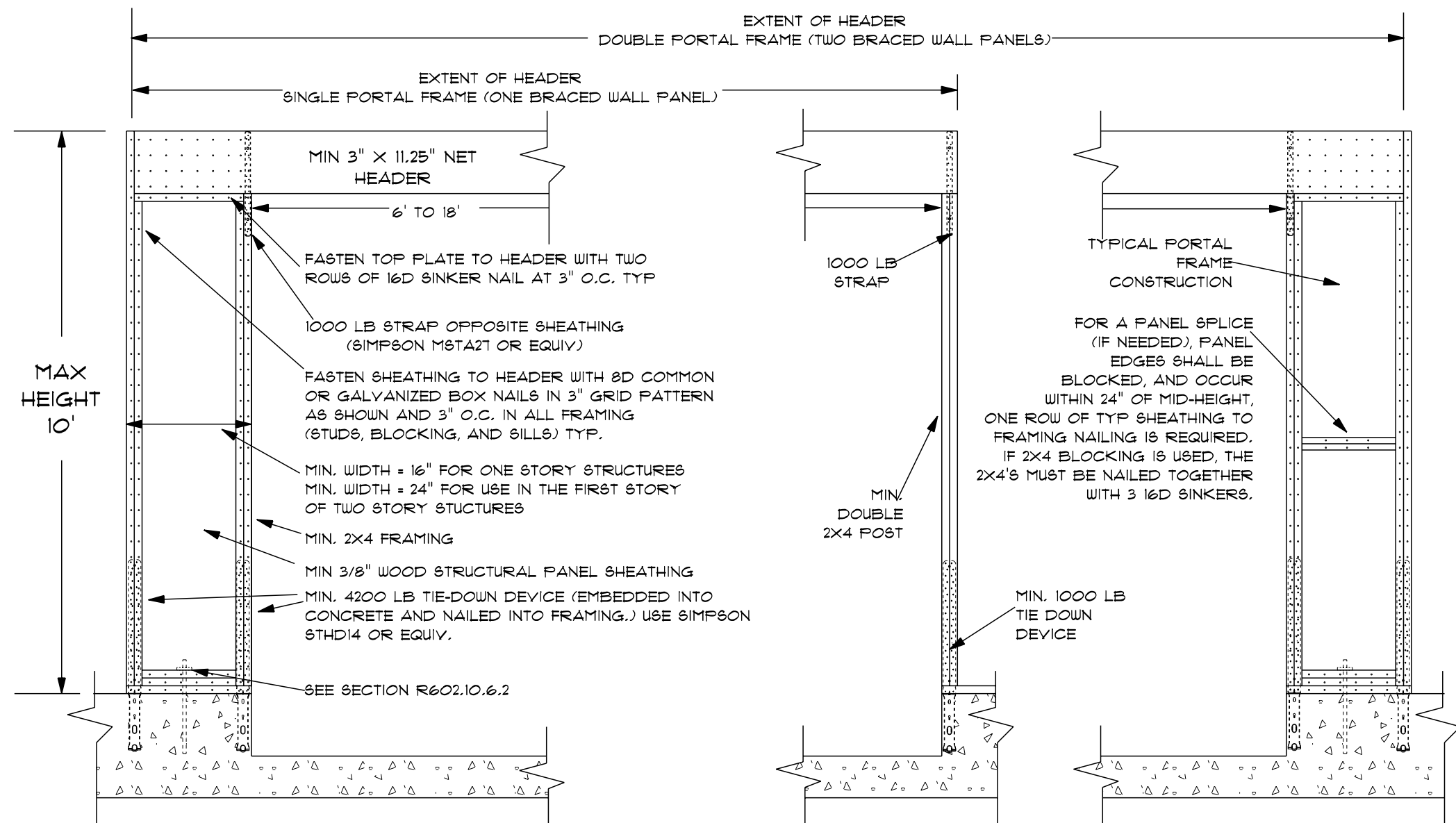


SCALE NOTE: SCALE WILL BE 1/4" = 1'-0" WHEN PRINTED IN ARCH D (24X36) SIZE. WHEN PRINTED IN OTHER SIZES, COMPARE RULER TO SCALE ABOVE. EACH BLOCK EQUALS 1 FOOT.

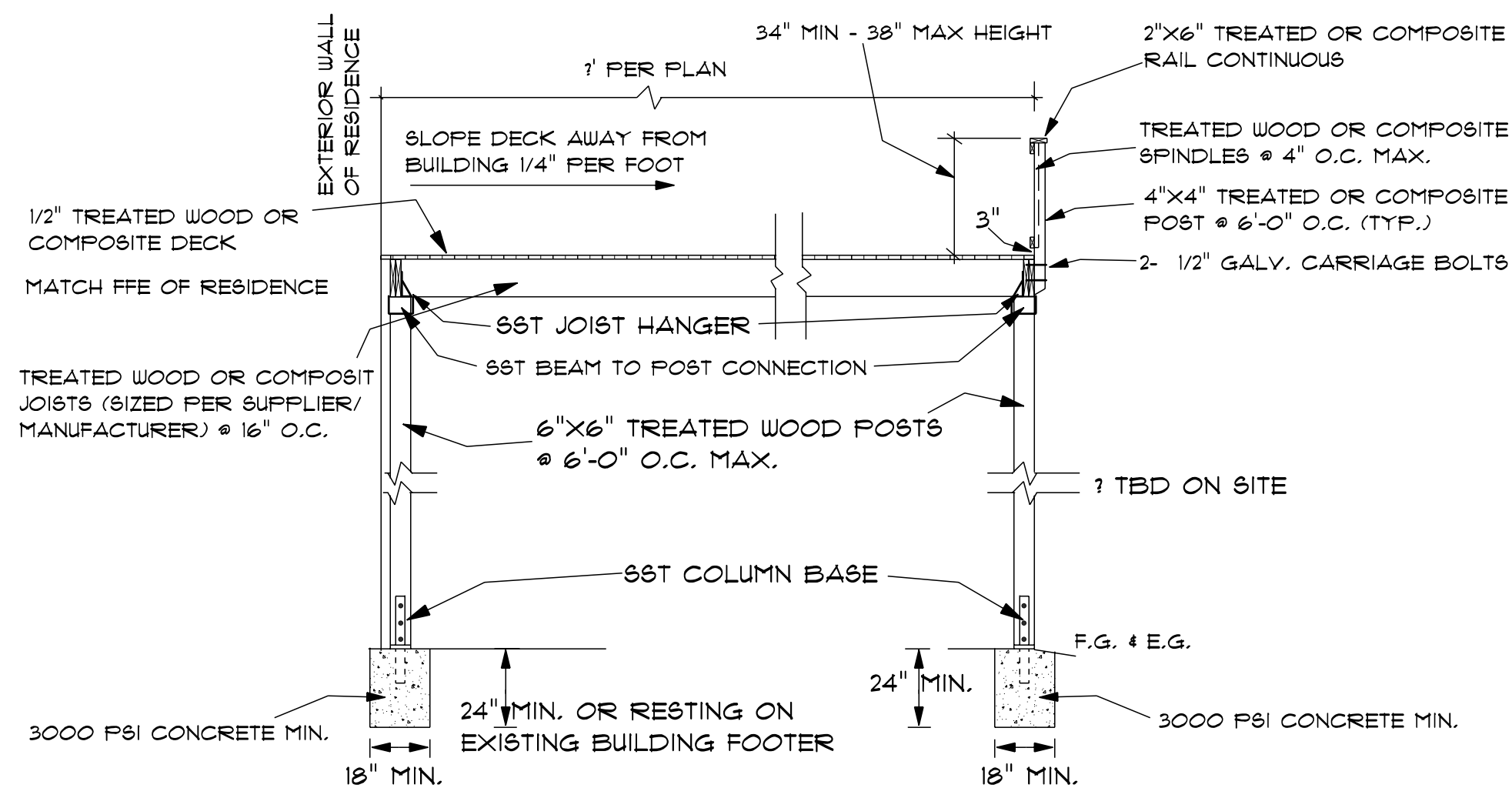
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DESIGNER: JUC  
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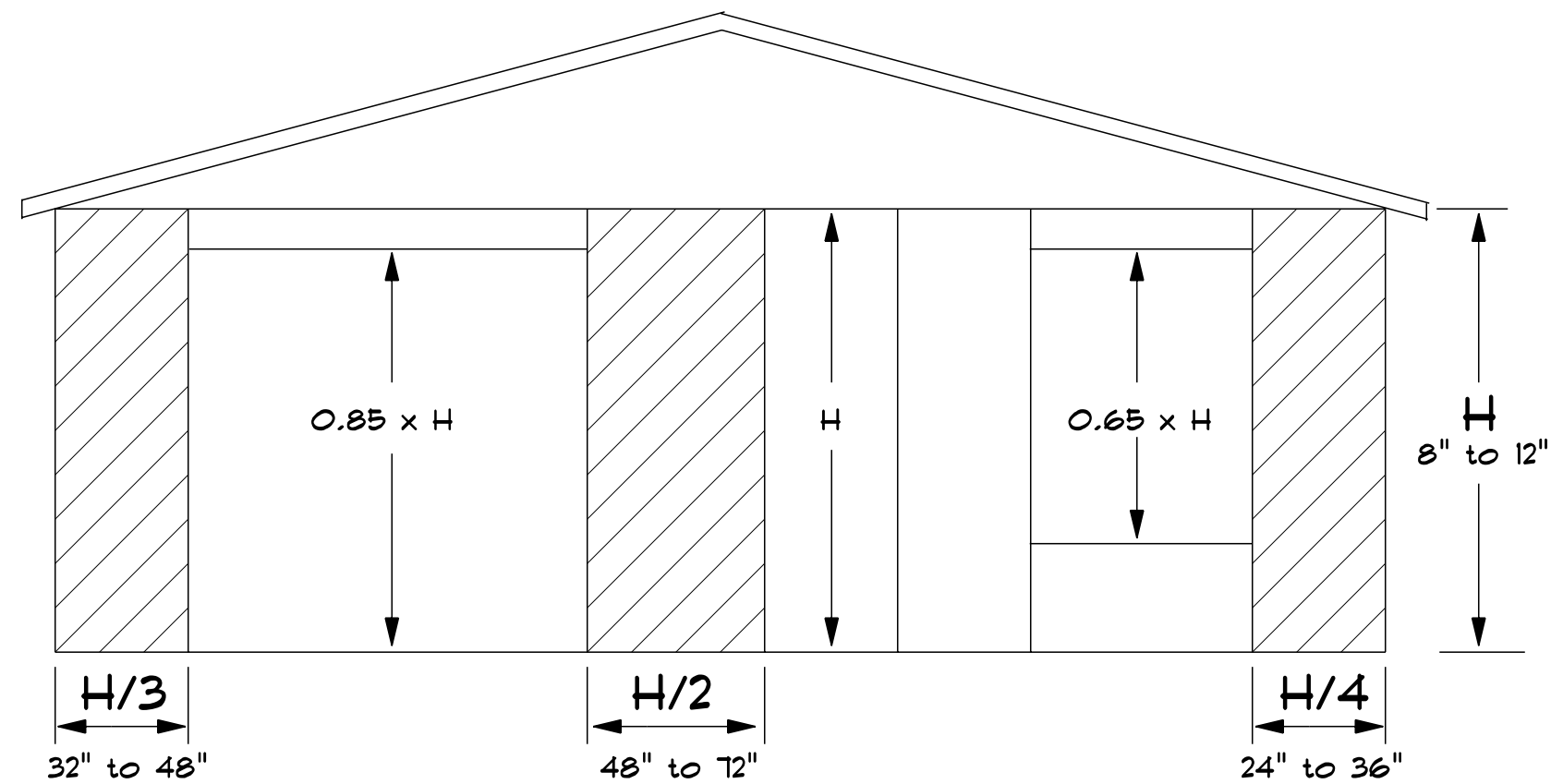


ALTERNATE BRACED WALL PANEL ADJACENT TO A DOOR OR WINDOW OPENING (NOT TO SCALE)



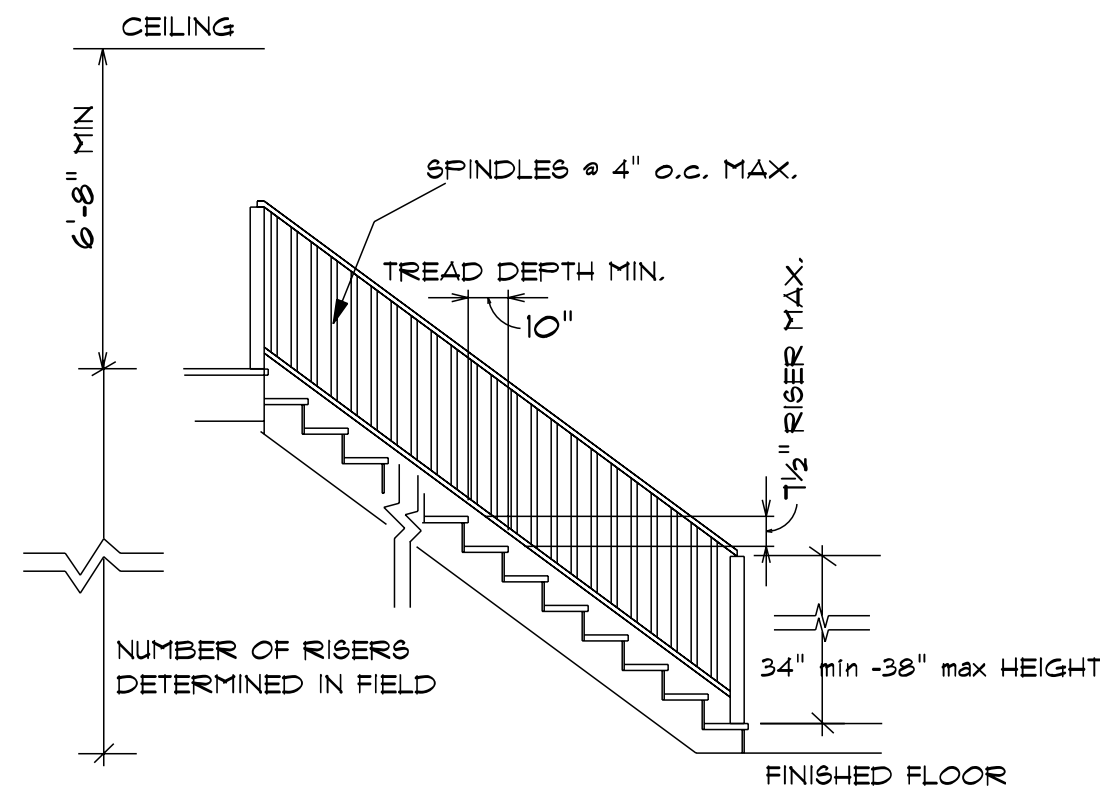
WOOD DECK DETAIL (NOT TO SCALE)

- NOTES:
- ALL SIMPSON STRONG-TIE (SST) CONNECTORS & HANGERS SHALL BE RATED FOR EXTERIOR USE & INSTALLED PER MANUFACTURE RECOMMENDATIONS
  - ALL DECK LUMBER SHALL BE TREATED LUMBER OR COMPOSITE FOR EXTERIOR APPLICATIONS



DIAGONAL LINES INDICATE QUALIFYING BRACING SEGMENTS FOR WALL PERCENTAGE CALCULATIONS

CONTINUOUS WOOD STRUCTURAL PANEL SHEATHING (NOT TO SCALE)



TYPICAL STAIR DETAIL (NOT TO SCALE)

NOTE: IT IS IMPOSSIBLE TO DEPICT AND DESCRIBE HEREIN EVERY APPLICATION AND EXCEPTION INCLUDED IN THE BUILDING CODE. FOR MORE INFORMATION CONSULT CURRENT CODES OR YOUR LOCAL CODE ENFORCEMENT OFFICIAL.

NOTE: ANY WINDOW LESS THAN 18" ABOVE FFE OR WITHIN 24" OF ANY DOOR AND LESS THAN 60" ABOVE FFE MUST BE SAFETY GLASS.

## TYPICAL RESIDENTIAL DWELLING DETAILS

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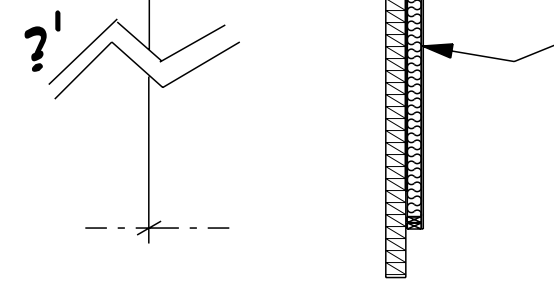
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[cobbhvac@aol.com](mailto:cobbhvac@aol.com)

DESIGN #: 4462 OLD VINCENNES RD. PROJECT:

# 'X' BUILDER TO MARK THOSE THAT APPLY 'X'

- ☐ TYPICAL FRAME ROOF:  
ASPHALT SHINGLES AS PER OWNER  
1/16" ROOFING PLYWOOD OR OSB  
SHEETING RATED FOR 16" SPAN  
1" CLIPS  
2x8 RIDGEBOARD  
2x6 RAFTERS @ 16" o.c.  
2x4 COLLAR TIES @ 48" o.c. w/  
1x4 LATERAL BRACING  
2x6 CEILING JOISTS @ 16" o.c. w/  
2x4 LATERAL BRACING  
R38 BATT INSUL.  
5/8" CEILING BOARD  
TAPED & SANDED

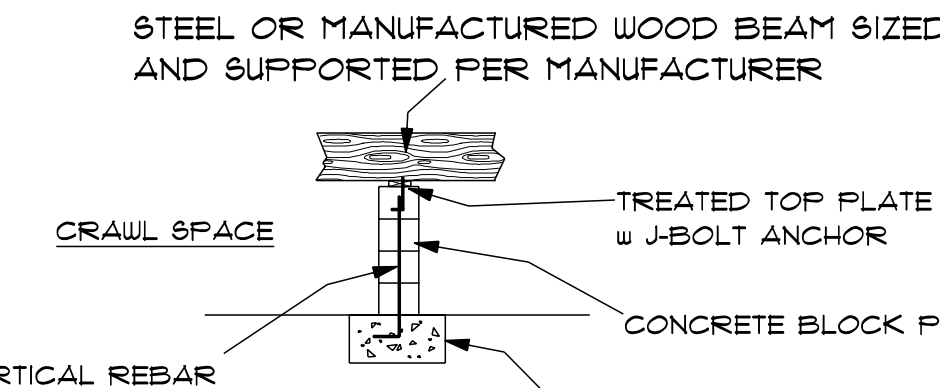


- ☐ TYPICAL TRUSS ROOF:  
ASPHALT SHINGLES AS PER OWNER  
1/16" ROOFING PLYWOOD OR OSB  
SHEETING RATED FOR 24" SPAN  
1" CLIPS  
2x8 BLOCKING AT PEAK  
PRE-ENGINEERED TRUSSES @ 24" o.c.  
2x4 TRUSS BRACING PER MANUFACTURER  
R38 BATT INSULATION  
5/8" CEILING BOARD  
TAPED & SANDED

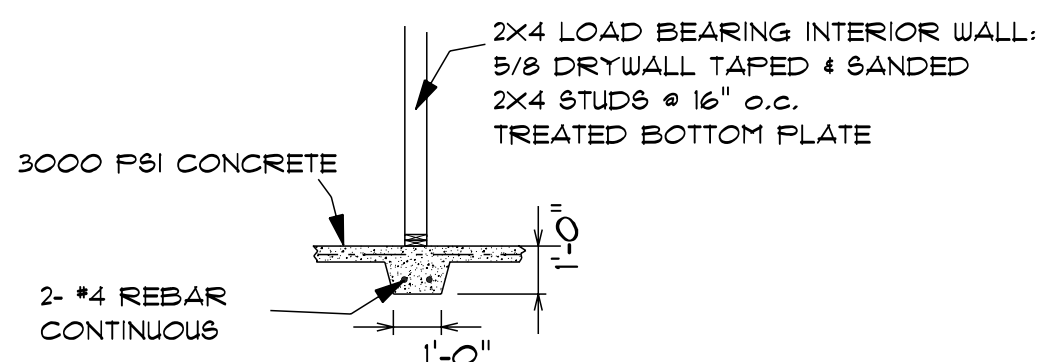
- ☐ TYPICAL 2x4 FACE BRICK  
1 GAUGE CORRUGATED  
GALVANIZED METAL BRICK TIES  
1" AIR SPACE  
1/16" PLYWOOD SHEATHING  
2x4 / 2x6 STUDS @ 16" o.c.  
R13 BATT INSULATION  
1/2" DRYWALL  
TAPED & SANDED

- ☐ 2x6 BRICK EXTERIOR WALL:

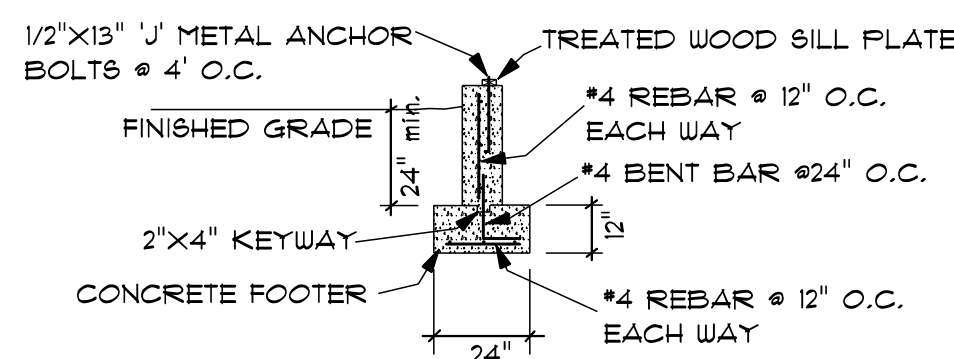
## TYPICAL 2X4 / 2X6 BRICK EXTERIOR WALL & ROOF



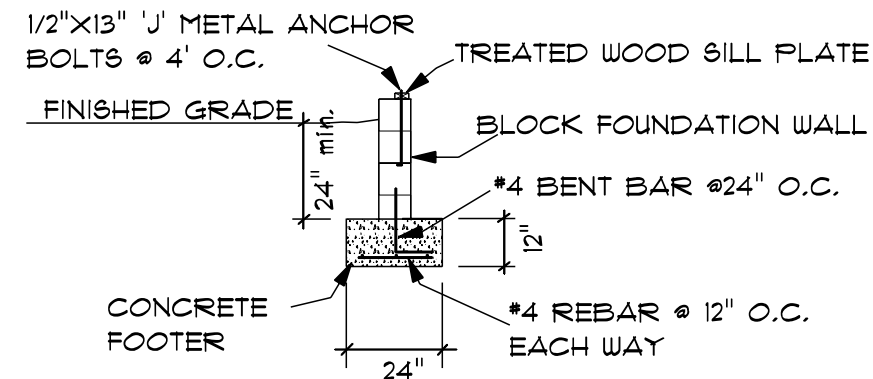
- ☐ CRAWL SPACE INTERIOR  
BEAM SUPPORT



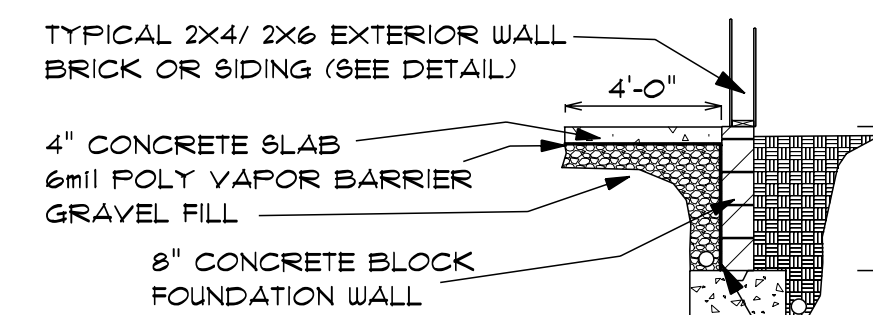
- ☐ GRADE BEAM FOR INTERIOR  
LOAD BEARING WALLS ON SLAB



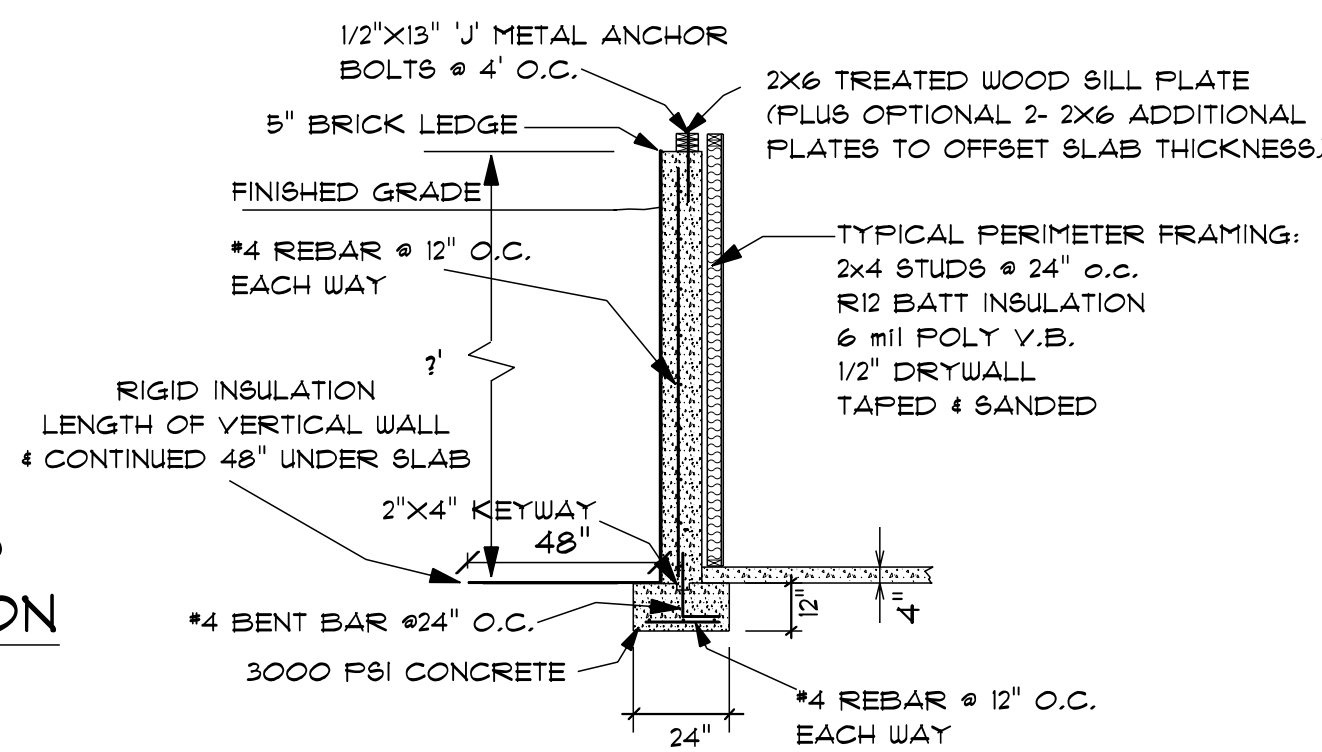
- ☐ CRAWL SPACE FOOTING & POURED  
CONCRETE FOUNDATION WALL SECTION



- ☐ CRAWL SPACE FOOTING &  
BLOCK FOUNDATION SECTION

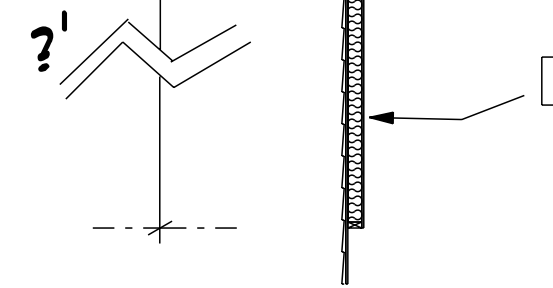


- ☐ SLAB FOOTING & BLOCK  
FOUNDATION SECTION



- ☐ FOOTING & POURED CONCRETE  
BASEMENT WALL SECTION

- ☐ TYPICAL FRAME ROOF:  
ASPHALT SHINGLES AS PER OWNER  
1/16" ROOFING PLYWOOD OR OSB  
SHEETING RATED FOR 16" SPAN  
1" CLIPS  
2x8 RIDGEBOARD  
2x6 RAFTERS @ 16" o.c.  
2x4 COLLAR TIES @ 48" o.c. w/  
1x4 RIBBON TIE  
2x6 CEILING JOISTS @ 16" o.c. w/  
2x4 RIBBON TIE  
R38 BATT INSUL.  
5/8" CEILING BOARD  
TAPED & SANDED

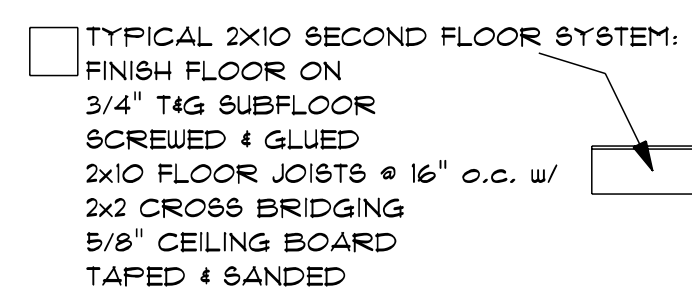


- ☐ TYPICAL TRUSS ROOF:  
ASPHALT SHINGLES AS PER OWNER  
1/16" ROOFING PLYWOOD OR OSB  
SHEETING RATED FOR 24" SPAN  
1" CLIPS  
2x8 BLOCKING AT PEAK  
PRE-ENGINEERED TRUSSES @ 24" o.c.  
2x4 TRUSS BRACING PER MANUFACTURER  
R38 BATT INSULATION  
5/8" CEILING BOARD  
TAPED & SANDED

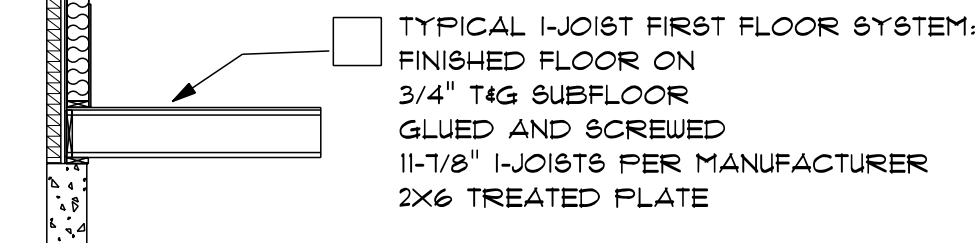
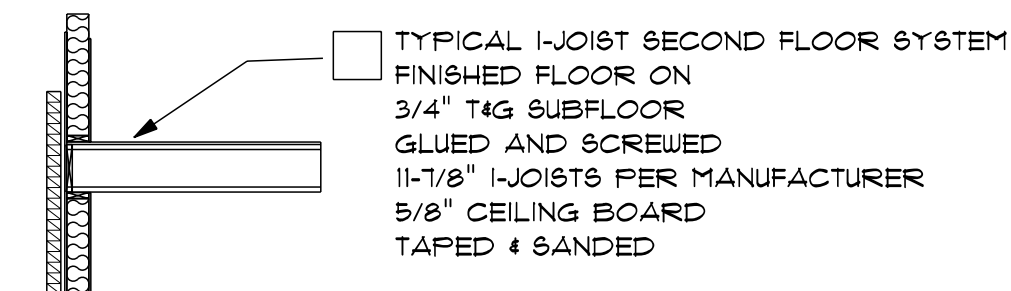
- ☐ TYPICAL 2x4 VINYL SIDING  
1/16" PLYWOOD SHEATHING  
2x4 / 2x6 STUDS @ 16" o.c.  
R13 BATT INSULATION  
1/2" DRYWALL  
TAPED & SANDED

- ☐ 2x6 SIDING EXTERIOR WALL:

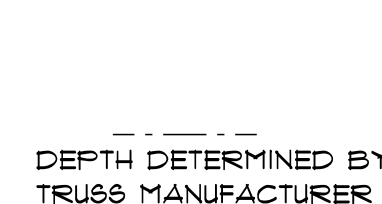
## TYPICAL 2X4 / 2X6 SIDING WALL & ROOF



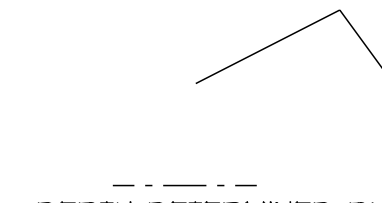
### TYPICAL 2X10 FLOOR SYSTEM



### TYPICAL I-JOIST FLOOR SYSTEM



- ☐ TYPICAL SECOND FLOOR TRUSS SYSTEM:  
3/4" T&G SUBFLOOR  
GLUED AND SCREWED  
FLOOR TRUSS PER MANUFACTURER  
TRUSS BRACING / STRONGBACKS AS REQUIRED  
5/8" CEILING BOARD  
TAPED & SANDED



- ☐ TYPICAL FIRST FLOOR TRUSS SYSTEM:  
3/4" T&G SUBFLOOR  
GLUED AND SCREWED  
FLOOR TRUSS PER MANUFACTURER  
TRUSS BRACING / STRONGBACKS AS REQUIRED  
2x4 TREATED PLATE

### TYPICAL FLOOR TRUSS FLOOR SYSTEM

## TYPICAL CROSS SECTIONS

### SINGLE & MULTIPLE STORY RESIDENTIAL DWELLINGS

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