

BOARD OF ZONING APPEALS

January 18, 1999

The Board of Zoning Appeals met on January 18, 1998, at 6:00 p.m., at the Sellersburg Town Hall. Charlie Ridenour chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Charlie Ridenour, Francis Conroy, Ken Hecker, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.

**THE FOLLOWING MEMBERS WERE ABSENT:** Rodney Pate, and Charlie Popp.

There was no official business on the agenda, tonight.

Francis made a motion to approve the minutes of the December 21, 1998 meeting. It was seconded by Charlie Ridenour. All members present, voted in favor of the motion.

Ken Hecker made a motion to adjourn the meeting. It was seconded by Francis Conroy. All members present, voted in favor of the motion.

    Rod Pate      
    Charlie Popp      
    Francis Adams    

    Ken Hecker      
    Charlie Ridenour

BOARD OF ZONING APPEALS

February 15, 1999

The Board of Zoning Appeals met on February 15, 1999, at 6:00p.m., at the Sellersburg Library. Rodney Pate chaired the meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Rodney Pate, Charlie Ridenour, Francis Conroy, Ken Hecker, Charlie Popp, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.

Virgil Bolly has filed a petition for: Pennsylvania Dutch Building Systems and C.W. Jones, Sr. and Erma Jo Jones: to the Board of Zoning Appeals for a variance for a certain parcel of property located at 7701 Highway 311 within the town of Sellersburg, Indiana, described as lots no. 5, 7, 9, 11, and 33 of original plat of Hamburg Clark County, Indiana, on file in Deed book. Also, one-half (1/2) of lot 34.

They are requesting a variance for a Local Business (B-1 District) to allow the erection of a sales office and two display model homes to be erected in Sellersburg. This fits the category of B-1 District, but is not listed in list of uses.

Individual units sold from models will not be brought to this sight. They will be drop-shipped to the building sight.

Francis Conroy made a motion to approve a variance in accordance with Section 2.8. Local Business (B-1 District, 2.8.21, uses permitted by right), and also section 3.4.2 special exceptions and variances, to allow them to erect a sales office and two display or model homes at 7701 Highway 311, Sellersburg, IN. It was seconded by Hecker. All members present, voted in favor of the motion.

Tim Hill and Ron Hess were present tonight to ask for a variance to build on 2.2 acres that is zoned agriculture.

Ron Hess was the former owner of this property where he had obtained a variance on May 19, 1997, to sell property that did not front a public road, with stipulation the deed included easement for access to the road. A variance granted is good for six (6) months.

Ron Hess has sold 2.2 acres of this property to Tim Hill. You need a minimum of 3 acres to be permitted to build in a agriculture area.

He is already been approved by the Health Department of Clark County for a septic tank on this property.

RESOLUTION AUTHORIZING VARIANCE WITHIN THE  
TOWN OF SELLERSBURG, INDIANA

WHEREAS, the Town of Sellersburg Board of Zoning Appeals has received a Petition by Pennsylvania Dutch Building Systems and C. W. Jones, Sr. and Emma Jo Jones, husband and wife, requesting a variance for a certain parcel of real property located at 7701 Highway 311 within the Town of Sellersburg, Indiana, which is more accurately identified and described by "Exhibit A", attached hereto, and incorporated by reference herein; and,

WHEREAS, this matter was considered at a public meeting at which the public was invited to attend and participate, notice of which was made by publication and by certified mail to all adjoining property owners at least ten days prior to the date of hearing, all in accordance with the requirements of the Town zoning ordinance.

WHEREAS, the Town of Sellersburg Board of Zoning Appeals has reviewed the Petition requesting a variance to allow the erection of a sales office and two display or model homes to be erected on the above property; and,

WHEREAS, the Town of Sellersburg Board of Zoning Appeals determined that the Petition requesting a variance complied with the requirements of Zoning Ordinance, Section 2.8, Local Business (B-1 District, 2.8.2.1 Uses Permitted by Right) of the Town of Sellersburg; and,

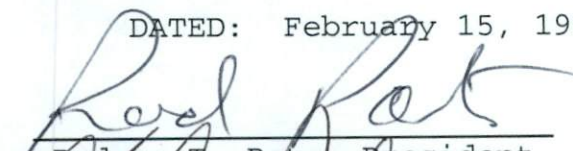
WHEREAS, the Town of Sellersburg Board of Zoning Appeals has applied the standards and requirements as set out in Section 2.8, Local Business (B-1 District, 2.8.2.1 Uses Permitted by Right) and also Section 3.4.2 Special Exceptions and Variances, and has determined the request for variance meets these standards and requirements; and,


WHEREAS, the Town of Sellersburg Board of Zoning Appeals has approved the variance.

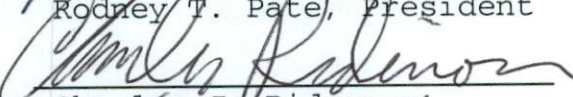
IT IS, THEREFORE, NOW RESOLVED BY THE TOWN OF SELLERSBURG BOARD OF ZONING APPEALS AS FOLLOWS:

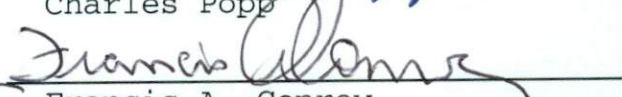
THAT PENNSYLVANIA DUTCH BUILDING SYSTEMS, THE CONTRACT PURCHASER, AND C. W. JONES, SR., AND EMMA JO JONES, (OWNERS OF A CERTAIN PARCEL OF REAL PROPERTY) WHICH IS MORE PARTICULARLY DESCRIBED AND IDENTIFIED BY EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, IS HEREBY GRANTED A VARIANCE IN ACCORDANCE WITH SECTION 2.8, LOCAL BUSINESS (B-1 DISTRICT, 2.8.2.1 USES PERMITTED BY RIGHT) AND ALSO SECTION 3.4.2 SPECIAL EXCEPTIONS AND VARIANCES, TO ALLOW THEM TO ERECT A SALES OFFICE AND TWO DISPLAY OR MODEL HOMES AT 7701 HIGHWAY 311, SELLERSBURG, INDIANA.

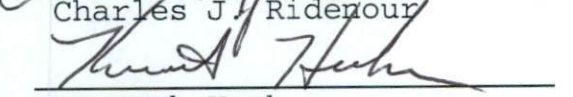
DATED: February 15, 1999.

  
Rodney T. Pate, President

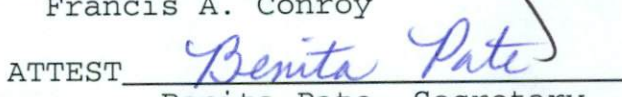
  
Charles Popp

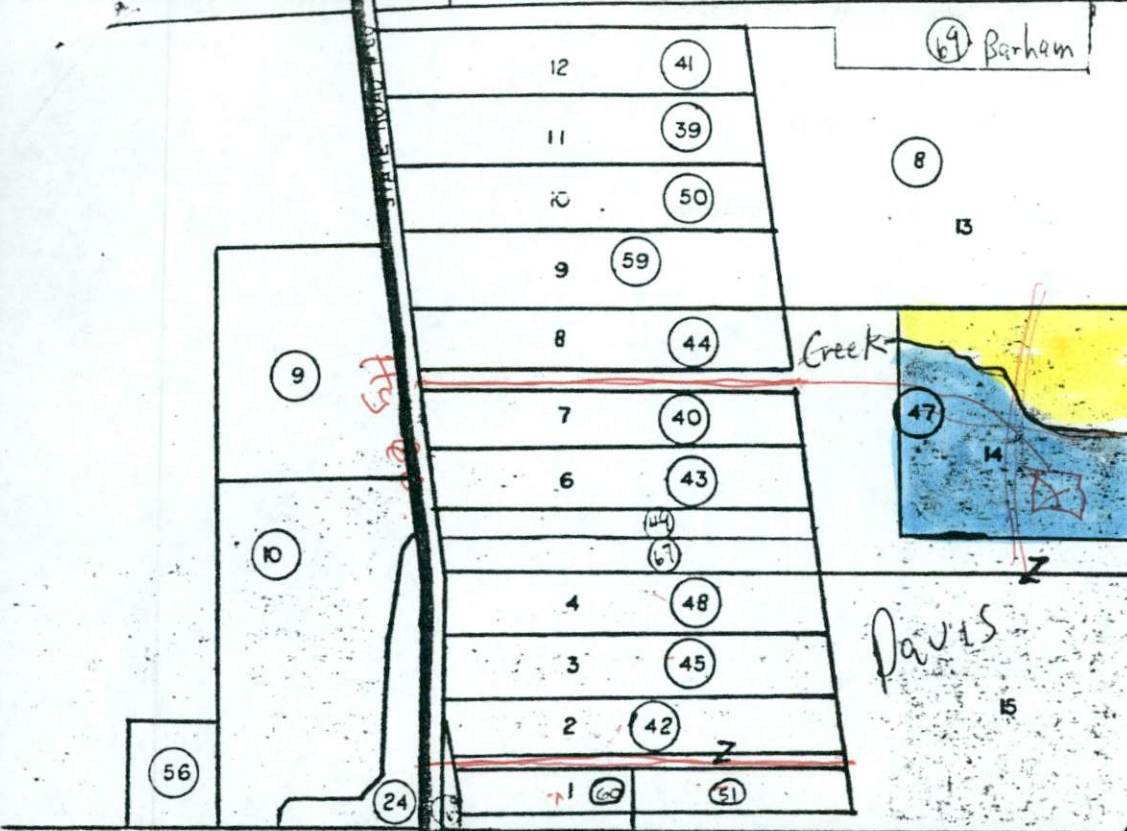
  
Charles J. Ridenour

  
Francis A. Conroy

  
Kenneth Hecker

ATTEST

  
Benita Pate, Secretary



*P. indexter*

#108

Vic Prather

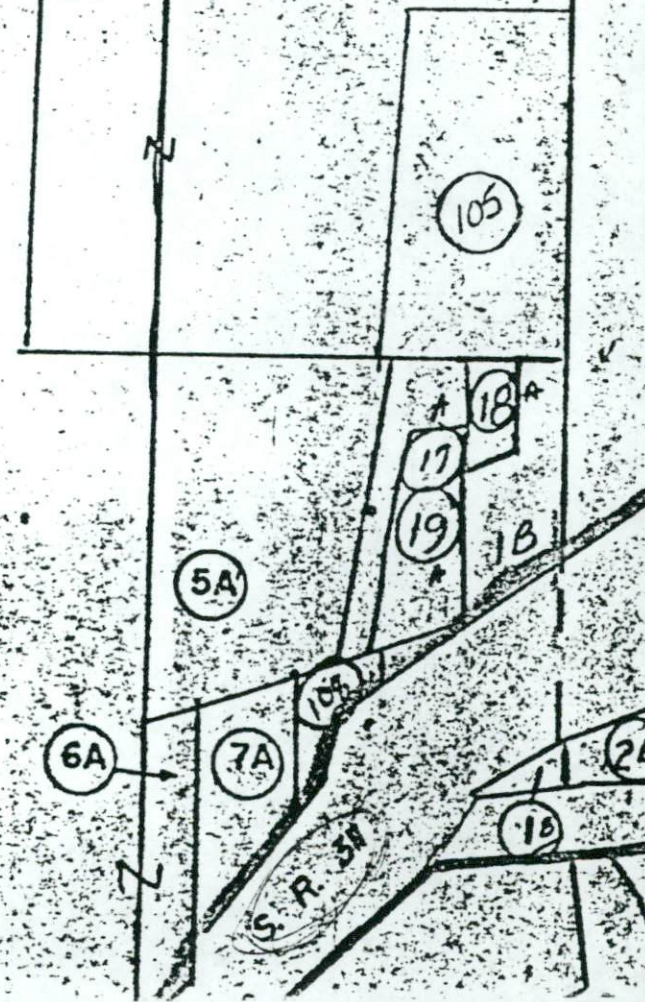
O'Neil

Davis

104

ANNEXED TO  
SELLERSBURG  
ORD. # 441

	D.O.T	D.R.	P.G	A
E	8-23-72	4	7234	4
NIE J	7-21-77	9	7582	7
CE B.	2-16-73	5	1324	7
ILYAN K.	3-22-89	21	2981	0.5
TTA	5-13-74	6	3742	7
GINNIELI	4-26-88	20	4164	6
IDA B.	1-2-76	8	23	7
	2-12-91	23	1648	.
TERRY L.	9-24-93	25	14879	2.1
Gracie	4-4-88	20	3246	2.
idie	7-23-76	8	7552	2.
Norma A.	7-23-76	8	7554	2.
Barbara	7-23-76	8	7556	2.
R. & Ann S.	12-18-86	18	15457	2.
	3-15-93	25	3575	2.
JE. & MARTHA	7-24-76	8	7576	.
Bessie A.	7-22-76	8	7710	1.
Hail	11-3-93	25	17398	.
Hail	11-3-93	25	17399	1.
Wendy M.	4-30-80	12	31602	2.
Norma A.	4-22-88	20	4018	6
SUSAN D.	2-4-91	23	1400	.
Y.G.	12-8-87	19	15405	.
For 84-85 add to Ke.	09-08-23			
Coolest	7-6-92	24	10165	.
	4-5-84	18	3248	.
	12-26-91	23	16127	.



3413

Part of  
KEY NO. 17-58-22

Mail Tax Statements to:  
Timothy & Palmtoneda Hill  
9220 Highway 60  
Sellersburg, IN 47172

THIS INDENTURE WITNESSETH, that RONALD J. HESS and CYNTHIA S. HESS,  
husband and wife, of Clark County, Indiana

CONVEY AND WARRANT

unto TIMOTHY HILL and PALMONEDA HILL, husband and wife, of Clark County, Indiana,  
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 real estate in the County of  
Clark and State of Indiana, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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.

This conveyance is made free and clear of all liens and encumbrances, except the Spring  
installment of the 1998 taxes payable in 1999, which the grantees by the acceptance of this deed,  
assume and agree to pay.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals, this the  
5th day of February, 1999.

Ronald J. Hess (SEAL) Cynthia S. Hess (SEAL)  
Ronald J. Hess Cynthia S. Hess

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Clark )

Before the undersigned, a Notary Public, in and for said County and State, this 5th day  
of February, 1999, personally appeared Ronald J. Hess and Cynthia S. Hess, husband and wife,  
the above named grantors and acknowledged the execution of the foregoing deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my Notarial Seal.

Christine Conard NOTARY  
Clark county, Indiana PUBLIC  
Christine Conard  
NOTARY PUBLIC - PRINTED

My Commission Expires:

10-20-01

Prepared by:  
Max C. Mason, Jr.  
Attorney at Law  
411 West First Street  
New Albany, Indiana 47150  
(812) 944-9412

RECEIVED  
FOR RECORD

FEB 16 11 26 AM '99  
RECORDED IN Book 31  
INSTR NO. 3413  
SHIRLEY NOLOT  
RECORDER OF CLARK CO.

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

FEB 16 1999

Barbara Haas  
AUDITOR CLARK COUNTY

## Exhibit A

A part of Survey No. 109 of the Illinois Grant, Clark County, Indiana and more particularly described as follows: beginning at the limestone monument on the east corner of Survey No. 109, thence, with the line dividing Survey Nos. 109 and 110 N 34°52'42"W, passing iron pins at 565.96 feet and 664.09 feet, a distance of 809.09 feet to the true point of beginning; continuing with said line N 34°52'42"W, passing an iron pin at 20.00 feet, a distance of 180.0 feet to an iron pipe; thence, N 34°55'11"W, 143.03 feet to an iron pipe; thence, S 55°10'15"W, passing an iron pin at 464.90 feet, a distance of 485.23 feet to an iron pin; thence, along the top of the bank of a ditch the following calls: S 65°45'17"E 22.65 feet to a point, thence, N 63°22'56"E, 67.20 feet to a point; thence, S 64°00'26"E, 31.66 feet to an iron pin; thence, N 76°02'32"E, 38.91 feet to a point; thence, N 45°10'23"E, 36.25 feet to a point; thence, S 69°24'39"E, 22.68 feet to a point; thence, S 55°45'12"E, 65.78 feet to an iron pin; thence N 52°49'47"E, 18.78 feet to a point; thence, S 74°34'13"E, 30.73 feet to a point; thence, N 65°58'06"E, 37.28 feet to a point; thence S 52°10'51"E, 73.68 feet to a point; thence, S 88°26'38"E, 17.76 feet to a point; thence, S 51°19'22"E, 32.17 feet to an iron pin; thence, N 74°41'17"E, 101.33 feet to a point; thence, N 60°24'56"E, 21.30 feet to a point; thence, N 34°05'36"E, 52.00 feet to the true point of beginning.

Also: the right of ingress and egress over the following described 50 foot access easement, beginning at the aforementioned East corner of said Survey No. 109, thence, N 34°52'42"W, 664.09 feet to an iron pin; thence, S 55°07'18"W, 465.00 feet to an iron pin; thence, N 34°52'42"W, 290.40 feet to the true point of beginning; thence, N 49°45'27"E, 180.58 feet to an iron pin; thence, W 56°45'12", 51.66 feet to a point; thence S 49°45'27"W, 162.09 feet to a point; thence, S 55°10'16"W, 942.59 feet to a point on the Northeast R/W line of State Road 60; thence, with said R/W line S 41°51'50"E, 50.38 feet to a point; thence, N 55°10'16"E, 936.46 feet to the true point of beginning.

BOARD OF ZONING APPEALS

March 15, 1999

The Board of Zoning Appeals met on March 15, 1999, at the Sellersburg, Town Hall, at 6:00 p.m. Rodney Pate, chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Rodney Pate, Francis Conroy, Charlie Popp, Ken Hecker, Charlie Ridenour, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.

There was no official business on the agenda tonight.

Due to needing the signed and approved minutes before tonight's meeting, the February 15, 1999, minutes, was written, approved, and signed by our members before tonight's meeting. Tim Hill who was on the agenda in February, needed the approval before the March 15, 1999 meeting.

Boyce Adams had sent out to the members prior to tonight's meeting a list of required information for a person requesting board action. Each member went over all the items and voiced their opinion or recommendation.

Below are corrections or recommendations:

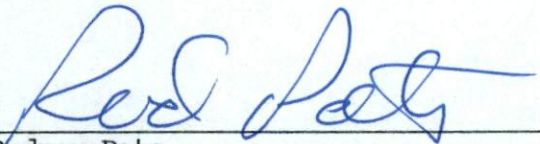
Under Item 1, require the phone number, also.

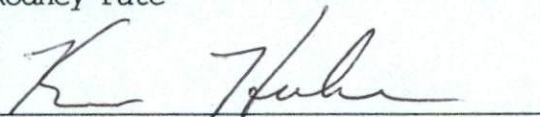
Under Item 4, express why action is desired and ask for a sketch.

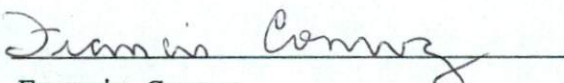
Under planning and zoning, Item 2, all adjoining property owners, make terminology of adjoining property owners.

Also, should include amount of fees.

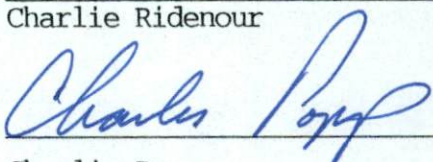
Charlie Ridenour made a motion to adjourn the meeting and it was seconded by Ken Hecker. All members present, voted in favor of the motion.

  
\_\_\_\_\_  
Rodney Pate

  
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Ken Hecker

  
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Francis Conroy

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Charlie Ridenour

  
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Charlie Popp

BOARD OF ZONING APPEALS

April 19, 1999

The Board of Zoning Appeals met on April 19, 1999, at the Sellersburg Town Hall, at 6:00 p.m. Rodney Pate, chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Rodney Pate, Francis Conroy, Charlie Popp, Ken Hecker, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.

**THE FOLLOWING MEMBER WAS ABSENT:** Charlie Ridenour

Tonight, David and Earlene Duggins are present tonight requesting a variance for a house not fronting a public street, on 610 St. Joe East. There is two lots and they are subdivided to three lots with an agreement between the two houses to share a driveway. This would be part of the legal description on the deed.

A couple present tonight, Mr. Monty Voyles and Mrs. Anna Voyles, wanted a signed statement that they would be only family in these two houses. Board member, Rodney Pate, said we can not dictate what will happen in the future, so we could not restrict it to only family.

The one house has enough required street frontage. The other lot needs a variance for not having required street frontage.

Francis Conroy made a motion to give a variance with a stipulation that the permanent easement be written in the deed. The motion was not seconded. The motion dies.

Ken Hecker made a motion to table this until the next month until Ken can go see property. Francis Conroy seconded the motion. All members present, voted in favor of the motion.

The fee for the Board of Zoning Appeals will be waived for the next meeting due to tabling matter. Also, the Duggin's were asked to bring a description of the easement to the next meeting.

A motion was made by Ken Hecker to approve the minutes of the March 15, 1999 meeting and it was seconded by Francis Conroy. All members present, voted in favor of the motion.

A motion was made by Francis Conroy to close the meeting, and it was seconded by Ken Hecker. All members present, voted in favor of the motion.

Submitted by: Benita Pate



BOARD OF ZONING APPEALS

April 19, 1999

Page.2

\_\_\_\_\_  
Rodney Pate

\_\_\_\_\_  
*Kenneth Hecker*

Ken Hecker

\_\_\_\_\_  
*Charles Ridenour*  
Charlie Ridenour

\_\_\_\_\_  
*Francis Conroy*  
Francis Conroy

\_\_\_\_\_  
*Charlie Popp*  
Charlie Popp

May 13, 1999

TO: ALL MEMBERS OF BOARD OF ZONING APPEALS

FROM: RODNEY PATE, CHAIRPERSON FOR BOARD OF ZONING APPEALS

RE: DUGGIN'S CASE

I do wish we would be consistent on granting variances regarding road front property. If we are not, we could be sued in a court of law and an individual would probably win, therefore, if I can vote by proxy, I would like to vote in favor of granting a variance in regards to the Duggin's case.

Thank you,

A handwritten signature in cursive script, appearing to read "Rodney T. Pate", with a long horizontal flourish extending to the right.

Rodney T. Pate

# Sellersburg Fire Department

P.O.Box 82  
Sellersburg In 47172  
(812) 246-7232

Fax: (812) 246-7240 email: fireems@thepoint.net

April 9, 1999

BOARD OF ZONING APPEALS  
PLANNING AND ZONING BOARD  
SELLERSBURG INDIANA

TO WHOM IT MAY CONCERN:

Please find enclosed copies of the information sheets that I am proposing we use for variance requests changes in zoning etc..... If there are any changes or additions that you feel are necessary please let me know and I will try to address them.

### Board Of Appeals

David and Earlene Duggins have petitioned the Board of Zoning appeals for a variance to build a house on a lot that does not face a public street. The address of the affected property is 610 St. Joe Road East. The sign is posted on the affected property , the ad has been placed in the paper and the adjoining property owners have been notified. If you have any questions I have a phone number where Mr Duggins can be reached in my office.

### Planning And Zoning

I have not received any requests for action from Planning And Zoning at this time.

Sincerely,



Boyce Adams  
Deputy Chief

# Town of Sellersburg Board of Zoning Appeals

## Variance/Contingent Use/ Special Exemptions

The above listed actions fall under the jurisdiction of The Board of Zoning Appeals. They meet on the third Monday of the month at 6:00 pm in the town hall, unless notified otherwise. Applications for actions to be brought before the board need to be in the office of the Building Inspector before, 12:00 noon, a minimum of 10 calendar days prior to the board meeting. There is a \$60.00 application fee for each application. Each request, on the same application, above the first will be assessed a \$25.00 fee. The appropriate fee is to be remitted at the time that the application for action is turned into the inspector's office.

Required information is to include but is not limited to:

1. The name and phone number of the person or persons requesting board action.
2. The section of the ordinance that is affected.
3. The legal description and local address of the property in question.
4. The action requested from the board along with an explanation as to why this action is desired.
  - a. The explanation is to include a drawing showing the property in question, including all existing improvements as well as the ones proposed. This drawing is to include measurements to property lines, easements, existing structures and improvements.
5. A copy of an advertisement that has been placed in a Clark County Indiana circulated newspaper at least 10 days prior to the meeting taking place at which this action is to be considered.
6. The required sign posting must be adhered to. This includes posting said sign a minimum of ten (10) days prior to the meeting. The sign shall be a minimum of 18 x 24 with 1 1/2" lettering. This sign is to be visible to those passing the affected real estate and is to remain in place and legible until acted upon by the board.

Variances granted by the Board of Zoning appeals have certain time constraints and other conditions that may be found in the various ordinances including, but not limited to the Zoning Ordinance of the Town of Sellersburg and the Building Ordinance of the Town of Sellersburg.

BOARD OF ZONING APPEALS

MAY 17, 1999

The Board of Zoning Appeals met on May 18, 1999, at the Sellersburg, Town Hall, at 6:00p.m. Charlie Ridenour chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Charlie Ridenour, Charlie Popp, Ken Hecker, Francis Conroy, Benita Pate, Secretary, Boyce Adams, the Sellersburg Building Inspector.

**THE FOLLOWING MEMBER WAS ABSENT:** Rodney Pate

Francis Conroy made a motion to approve the minutes as written, and it was seconded by Ken Hecker. All members present, voted in favor of the motion.

Last month the Duggin's request for a variance was tabled at the April meeting.


A copy of the deed with a special easement was presented to the board as requested at the April meeting.

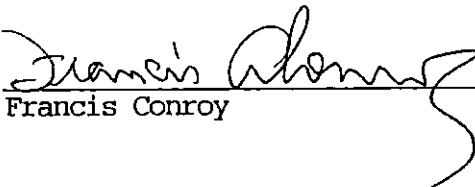
No one was present tonight to oppose Duggin's request for the variance.

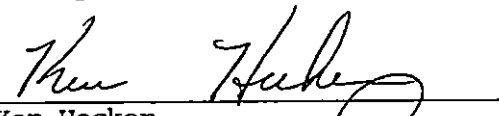
Francis Conroy made a motion to approve a variance for a house not fronting a public street, located at 610 St. Joe East to David and Earlene Duggins. The motion was seconded by Ken Hecker. The vote was three (3) in favor of the motion, and one (1) opposed to the motion.

Glen Murphy owner of You A Carry outa Chinese Fast Food, on 621 South Indiana Avenue. He is working with Mr. Dixon who will be coming to the board on a variance. He was asking questions and suggestions to help in working on the variance.

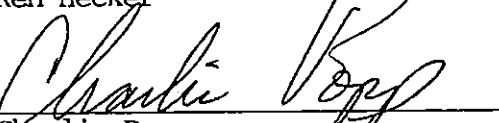
Francis Conroy made a motion to close the meeting and it was seconded by Charlie Popp. All members present, voted in favor of the motion.

  
\_\_\_\_\_  
Rodney T. Pate

  
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Francis Conroy

  
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Ken Hecker

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Charlie Ridenour

  
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Charlie Popp

### Description of Tract

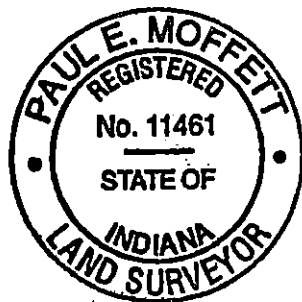
A part of Survey No. 109 of the Illinois Grant, Clark County, Indiana and more particularly described as follows: beginning at the limestone monument on the east corner of Survey No. 109, thence, with the line dividing Survey Nos. 109 and 110 N 34°52'42"W, passing iron pins at 565.96 feet and 664.09 feet, a distance of 809.09 feet to the true point of beginning; continuing with said line N 34°52'42"W, passing an iron pin at 20.00 feet, a distance of 180.0 feet to an iron pipe; thence, N 34°55'11"W, 143.03 feet to an iron pipe; thence, S 55°10'16"W, passing an iron pin at 464.90 feet, a distance of 485.23 feet to an iron pin; thence, along the top of the bank of a ditch the following calls: S 65°45'17"E 22.65 feet to a point, thence, N 83°22'56"E, 67.20 feet to a point; thence, S 64°00'26"E, 31.66 feet to an iron pin; thence, N 76°02'32"E, 38.91 feet to a point; thence, N 45°10'23"E, 36.25 feet to a point; thence, S 89°24'39"E, 22.68 feet to a point; thence, S 55°45'12"E, 65.78 feet to an iron pin; thence N 62°49'47"E, 18.78 feet to a point; thence, S 74°34'13"E, 30.73 feet to a point; thence, N 65°58'06"E, 37.28 feet to a point; thence, S 52°10'51"E, 73.68 feet to a point; thence, S 88°26'38"E, 17.76 feet to a point; thence, S 51°19'22"E, 32.17 feet to a iron pin; thence, N 74°41'17"E, 101.33 feet to a point; thence, N 60°24'56"E, 21.50 feet to a point; thence, N 34°06'36"E, 52.00 feet to the true point of beginning, containing 2.145 acres, subject to all easements apparent or of record.

Also: the right of ingress and egress over the following described 50 foot access easement, beginning at the aforementioned East corner of said Survey No. 109, thence, N 34°52'42"W, 664.09 feet to a iron pin; thence, S 55°07'18"W, 465.00 feet to an iron pin; thence, N 34°52'42"W, 290.40 feet to the true point of beginning; thence, N 49°45'27"E, 180.58 feet to an iron pin; thence, N 55°45'12"W, 51.66 feet to a point; thence, S 49°45'27"W, 162.09 feet to a point; thence, S 55°10'16"W, 942.59 feet to a point on the Northeast R/W line of State Road 60; thence, with said R/W line S 41°51'50"E, 50.38 feet to a point; thence, N 55°10'16"E, 936.46 feet to the true point of beginning.

Surveyed: November 17, 1998

For: Ron Hess

Job No. 98244



  
Paul E. Moffett L.S.

In. Reg. No. 11461

BOARD OF ZONING APPEALS

JUNE 21, 1999

The Board of Zoning Appeals met on May 18, 1999, at the Sellersburg Town Hall, at 6:00 p.m. Rodney Pate, Chairman, chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Rodney Pate, Francis Conroy, Ken Hecker, Charlie Popp, Boyce Adams, the Sellersburg Building Inspector, and Benita Pate, Secretary.

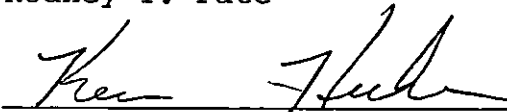
**THE FOLLOWING MEMBER WAS ABSENT:** Charlie Ridenour.

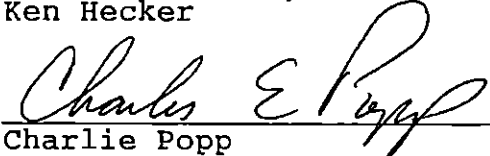
Francis Conroy made a motion to approve the minutes as written. It was seconded by Charlie Popp. All members present, voted in favor of the motion.

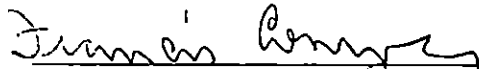
There was no official business on the agenda tonight.

Ken Hecker made a motion to close the meeting. It was seconded by Francis Conroy. All members present, voted in favor of the motion.

  
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Rodney T. Pate

  
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Ken Hecker

  
\_\_\_\_\_  
Charlie Popp

  
\_\_\_\_\_  
Francis Conroy

  
\_\_\_\_\_  
Charlie Ridenour

  
\_\_\_\_\_  
Benita Pate, Secretary



**TRITEL COMMUNICATIONS INC. – SPECIAL EXCEPTION PROPOSAL**

**TOWN OF SELLERSBURG – BOARD OF ZONING APPEALS REVIEW**

**TRITEL COMMUNICATIONS INC. – APPLICANT/AGENT for the OWNER**

Local Address: 1512 Crums Lane; Louisville, Kentucky 40216

Contact Person: Mark Hughes or Blake Perrott (502) 449-2356 or (502) 449-6663

**CENTURY INDUSTRIES, INC.- PROPERTY OWNER**

Local Address: P.O. Box U; Sellersburg, IN. 47172

Contact Person: Robert D. Uhl, President (812) 246-3371

Tritel Communications proposes to install a telecommunications facility at the site of Century Industries located at 299 Prather Lane in Sellersburg, Indiana pursuant to the Special Exception provisions of the Light Industrial (I-1) District in Section 2.12.2.3 of the Town of Sellersburg Zoning Ordinance. A legal description of the parcel which is zoned I-1 is attached for your reference. Tritel Communications Inc. proposes to install a telecommunications facility approximately 180 feet in height to provide wireless communications coverage along Interstate Highway I-65 and the surrounding areas.

An existing telecommunications facility owned by GTE currently exists on the site. Tritel Communications, Inc. has evaluated the possibility of collocating its equipment on the existing GTE structure. The available height for Tritel's use on the GTE structure is the 130 foot level, due to the need to incorporate vertical separation between existing antennas on the tower. An analysis of the coverage obtained from the placement of antennae at the 130 foot level reveals that sufficient coverage can not be obtained. Tritel Communications, Inc. requires a minimum height of 180 feet at this location to link with the coverage obtained from surrounding cell sites in the vicinity.

The Tritel Communications Inc. facility is to be located in the eastern portion of the parcel within a 75 X 25 square foot fenced area. The fenced area will contain a 180 foot lattice tower with associated radio equipment located at the base of the structure. The proposed lattice tower will be substantially similar to the existing GTE tower in appearance. A setback of at least ten (10) feet will be maintained from the property lines and access will be obtained from a gravel access drive along Prather Lane. Tritel Communications, Inc. employees will visit the site approximately two (2) times per month for maintenance purposes. Sketches of the parcel and the site layout are attached for your review.

## BOARD OF ZONING APPEALS

JULY 19, 1999

The Board of Zoning Appeals met on July 19, 1999, at the Sellersburg Town Hall, At 6:00 p.m. Rodney Pate, chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Rodney Pate, Charlie Ridenour, Charlie Popp, Francis Conroy, Ken Hecker, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.

First on the agenda tonight is Tritel Communications, Inc. Tritel Communications proposes to install a telecommunications facility at the site of Century Industries located At 299 Prater Lane in Sellersburg, IN. pursuant to the special Exception provisions of the light industrial (I-1) District in Section 2.23.2.3 of the Town of Sellersburg Zoning Ordinance. Tritel Communications Inc. proposes to install a telecommunications facility approximately 180 feet in height to provide wireless communications coverage along Interstate Highway I-65 and the surrounding areas.

The agreement with Century Industries was submitted to the secretary of the board of zoning appeals for the record. Also, Regina Murray was making the presentation for Tritel, tonight.

Charlie Popp made a motion to approve a special exception request of the Light Industrial (I-1) District to construct a cell phone tower of 180 ft. Francis Conroy seconded the motion. All members present, voted in favor of the motion.

Ken Hecker made a motion to extend the tower to 200 feet, as long as it is in accordance with the FDA. Charlie Popp seconded the motion. All members present, voted in favor of the motion.

William Montgomery was present tonight to request a variance from B-2 to R-2 for changes from a office on the ground floor to apartment at 110 Maple Street. The upstairs has already been rented as an apartment. A legal description of the tract of land was presented and the remainder of the property of Lot 5 that is shown on the attached diagram from this tract on to Utica Street will remain B-2.

Charlie Ridenour made a motion to approve the variance request of B-2 to R-2 for changes from office on the ground floor at 110 Maple Street to an apartment. It was seconded by Francis Conroy. All members of the council voted in favor of the motion.

Jessè Coomer is present tonight to request that a variance be granted that would allow him to operate a repair shop behind his operations a 7801 Highway 311. At the present time, it is zoned B-2 and it need to be a B-3.

Charlie Ridenour made a motion to approve the request from Jesse Coomer for A variance on the property located at 7801 Highway 311 to be zoned B-3 from a B-2. Ken Hecker seconded the motion. All members present, voted in favor of the motion.

Gerald Dixon is requesting a variance to B-3 from a B-2 to expand his repair operations at his property at 7801 Highway 311.

The Board asked Mr. Dixon if the building being built was to house the motors that had been setting out over the years and the town had tried to get him to clean up, but had no success. Members asked Mr. Dixon if they gave him a variance for the building, would he give his word that he would get the motors off the side of his building and inside the new building. He would not give his word.

The variance was not granted due to no motion made on the floor.

Charlie Ridenour made a motion to approve the minutes of the June 21, 1999 Meeting. All members present, voted in favor of the motion.

Charlie Popp made a motion to close the meeting and it was seconded by Ken Hecker. All members present, voted in favor of the motion.

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Rodney T. Pate

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Ken Hecker

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Charlie Popp

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Francis Conroy

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Charlie Ridenour

\_\_\_\_\_  
Benita G. Pate, Secretary

# Sellersburg Fire Department

P.O. Box 82  
Sellersburg In. 47172  
(812) 246-7239 (812) 246-7233  
Fax: (812) 284-7840 e:mail fireems@thepoint.net

July 8, 1999

Sellersburg Zoning Appeals Board  
316 East Utica  
Sellersburg In 47172

Board Members:

Applications for the July 19th meeting have been received from:

1. Tri-Tel Communications requesting approval for a Cell-Phone tower at Century Industries Property on Prather lane.
2. William L Montgomery requesting approval to renovate his property at 110 Maple into apartments.
3. Gerald Dixon is requesting variances on a lot next door to his business to build a warehouse for additional storage
4. Jesse Coomer is requesting a variance to expand his repair operations at his property at 7801 Highway 311.

Sincerely,

Boyce Adams  
Inspector/Deputy Chief

# **AGENDA FOR ZONING APPEALS**

**JULY 19, 1999**

- I. OPENING**
- II. APPROVAL OF MINUTES**
- III. TRI - TEL COMMUNICATIONS**
- IV. WILLIAM MONTGOMERY**
- V. JESSE COOMER**
- VI. GERALD DIXON**
- VII. CLOSING**

**LETTER OF AUTHORIZATION**

DATE: 3-31-99

OWNER/OWNER'S AGENT: Century Industries

SITE NAME/SITE NUMBER: Silver Creek  
263-079C

SITE ADDRESS: I65 + 311  
Sellersburg, IN 47172

Dear :

Tritel Communications is interested in leasing a portion of the above referenced property to construct and operate a communications facility. In order to determine the feasibility of locating such a facility on the property, and potentially entering g into good faith lease negotiations, we require the owner or the owner's representative to provide us permission to enter the property for testing purposes. In addition, we require authorization to apply and obtain governmental permits and licenses.

By signing this letter, you are granting Tritel Communications and its agents the "Access Right" to enter the property to conduct surveys, soils studies, engineering studies, drive tests or to perform any required task to determine the feasibility of constructing and operating a communications facility. You are also granting Tritel Communications the authorization to apply for and obtain all necessary building, construction, and other governmental permits and licenses required for construction and use of the facility.

All such tests, studies and applications shall be at the sole cost and risk of Tritel Communications. If any portion of the property is disturbed by Tritel Communications, Tritel shall restore/repair any such areas to their condition prior to the activity.

Both the owner and or owner's agent and Tritel Communications acknowledge that no representations or commitments have been made that a lease agreement (or similar agreement) concerning the property will be entered into in the future.

Execution of this letter by owner or owner's agent and Tritel Communications confirms the understanding of the parties on these matters.

Sun-73 de 1-operations  
Owner

3-31-99  
Date

Debbie Dawley  
Site Acquisition Consultant

4-5-99  
- Date

Exhibit "A"

Property:

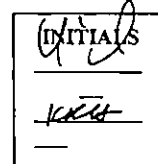
1. The street address of the Property is:

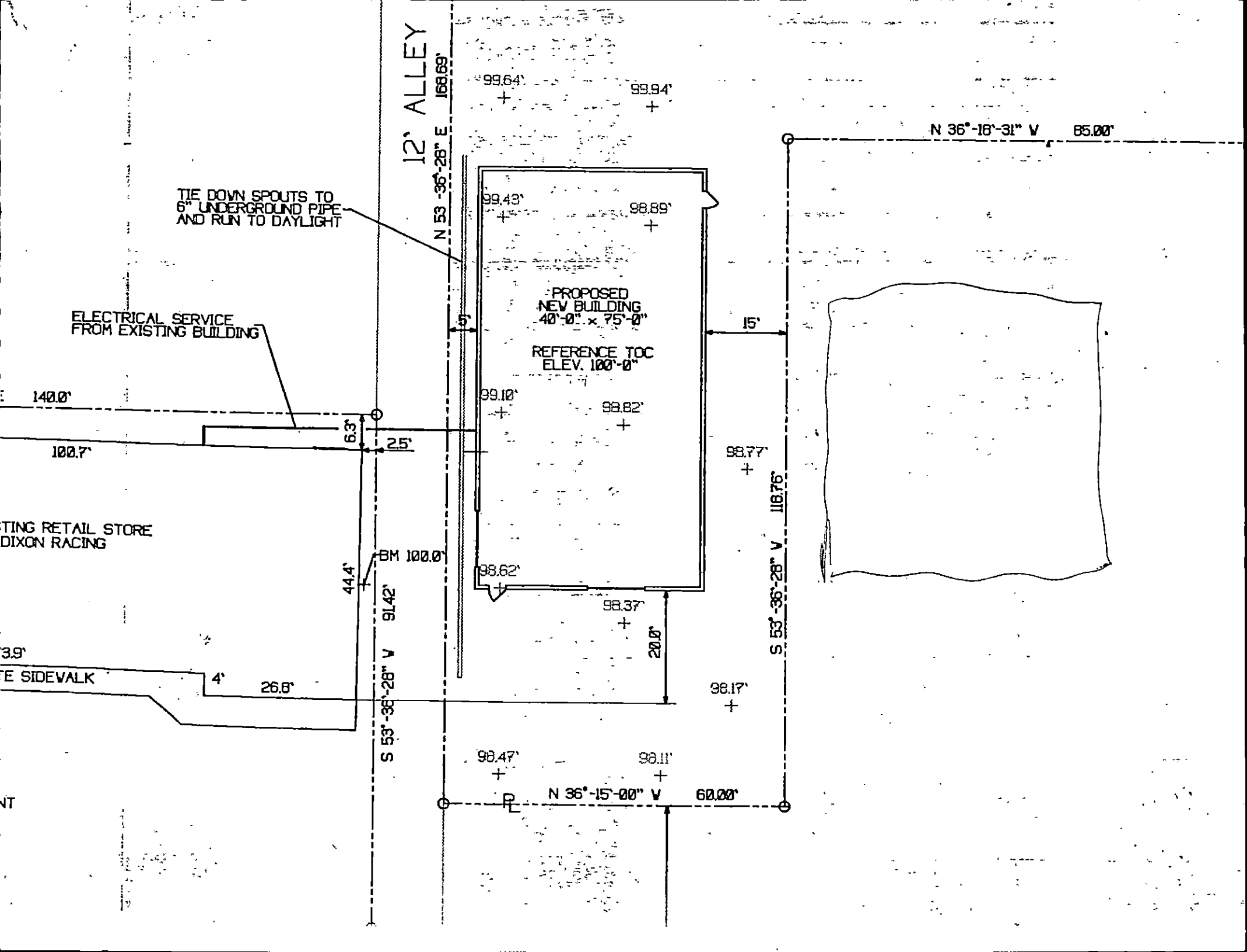
299 Prather Lane  
Sellersburg, IN 47172

2. The Assessor's Parcel Number is:

3. The Property is legally described as:

Being a part of Survey #110 of the Illinois Grant, and more particularly described as follows: Beginning at a stone at the North corner of the 30.20 acre tract conveyed to John O. Miller and Pearl K. Miller, his wife, as recorded in Deed Record No. 143, on Page No. 295, Clark County Courthouse; thence South 40 deg. 41' East 262.75 feet to an iron pipe located at the South corner of the George F. Kaas Addition to the Town of Sellersburg; thence South 41 deg. 11' East, 397.98 feet to the right-of-way fence of Interstate Highway No. I-65; thence along said right-of-way fence the following courses and distances; South 45 deg. 27' West, 22.47 feet to a corner post; thence South 51 deg. 54' West 113.94 feet to a corner post; thence South 77 deg. 41' west 278.14 feet to a corner post; thence North 76 deg. 31' West 393.65 feet to a corner post; North 63 deg. 50' West 170.29 feet to a corner post; thence North 45 deg. 34' West 51.38 feet to an iron pipe in the Southeast line of the tract conveyed to Roy R. Prather and wife as recorded in Deed Record No. 135, on Page 206, Clark County Courthouse; thence North 49 deg. 50' East along said line of Prather, 678.40 feet to the Place of Beginning, containing 7.487 acres, more or less.







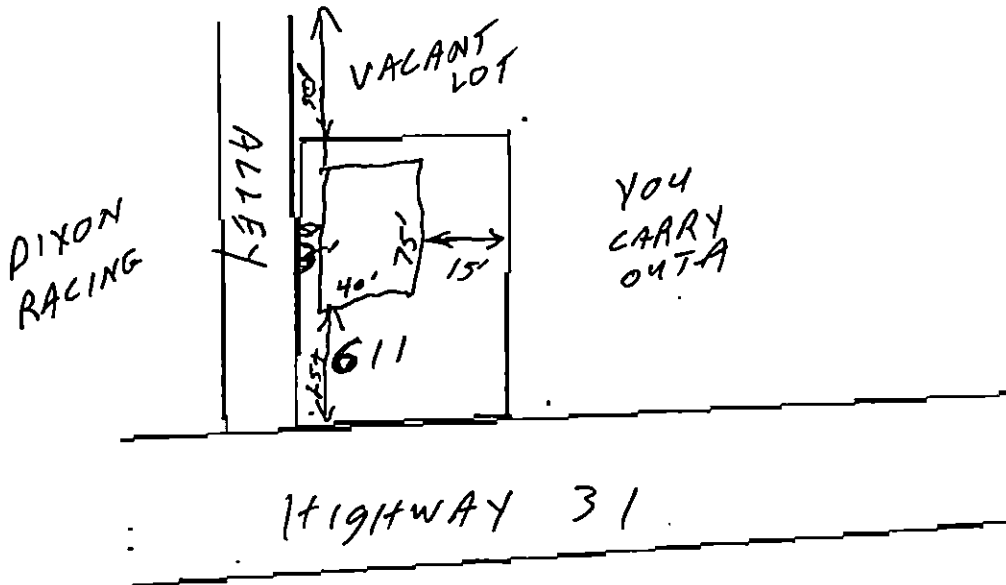
July 9, 1999

Sellersburg Board of Zoning Appeals  
316 East Utica Street  
Sellersburg Indiana

To Whom it May Concern:

I Gerald Dixon d.b.a. as Dixon Racing Supply 246-4478 am requesting variances on property that I own on highway 31 next to my Business, the legal description is attached.

The sections of the ordinance that are affected are found in section 2.8 local business district specifically section 2.8.2.1( uses permitted by right) and 2.8.4 section 2(side yard requirements)



The reason that I am requesting these variances is that the proximity of the property to my business makes it a logical place to place my storage facility and allowing me to build closer to the alley than the 10 foot specified in the zoning regulations will allow easier access to the restaurant next door. If you have any questions feel free to contact me at the above listed number.

Thank you for your attention

Gerald Dixon

# TOWN OF SELLERSBURG

Notice is hereby given that Gerald Dixon has/have filed a petition with the Sellersburg Board of Zoning Appeals requesting a variance on property situated in the Town of Sellersburg in the County of Clark and described as follows:

A part of Lots 18, 19 and 20 of the Edward Dold and Magdaline Popp Addition to the Town of Sellersburg (Plat Book 3, Page 70), Clark County, Indiana, being a part of lands described in DD 14-3671, described as follows:  
Beginning at an iron pin on the East corner of Lot No. 18 on the North line of Fern Street, Thence N. 38 deg. 50' W. 85 feet to an iron pin, THE TRUE PLACE OF BEGINNING, Thence S. 51 deg. 10' W. 115 feet to a nail, Thence N. 38 deg. 50' W. 60 feet to an iron pin on the South line of a 12 foot alley, Thence N. 51 deg. 10' E. 115 feet along the alley to an iron pin, Thence S. 38 deg. 50' E. 60 feet to THE TRUE PLACE OF BEGINNING.

The purpose of this variance is to:

*To change the alley set back from 5' to 3'  
To open to B-3 (see A-1)*

Notice is hereby given that the Sellersburg Board of Zoning Appeals will hold a public hearing on this petition on July 19 1999 at 6:00 PM. at the Sellersburg Town Hall 316 East Utica Street.

Dated this 5 day of July 1999

283-6036

*Evening news  
P.O. Box 867 47131  
Liz*

*Please look this over and call and tell me how much money I need to pay you.*

*Evening news  
FAX # 284-7888*

*246-4478*

*Thank you  
Gerald Dixon*

*\$ 25.00*

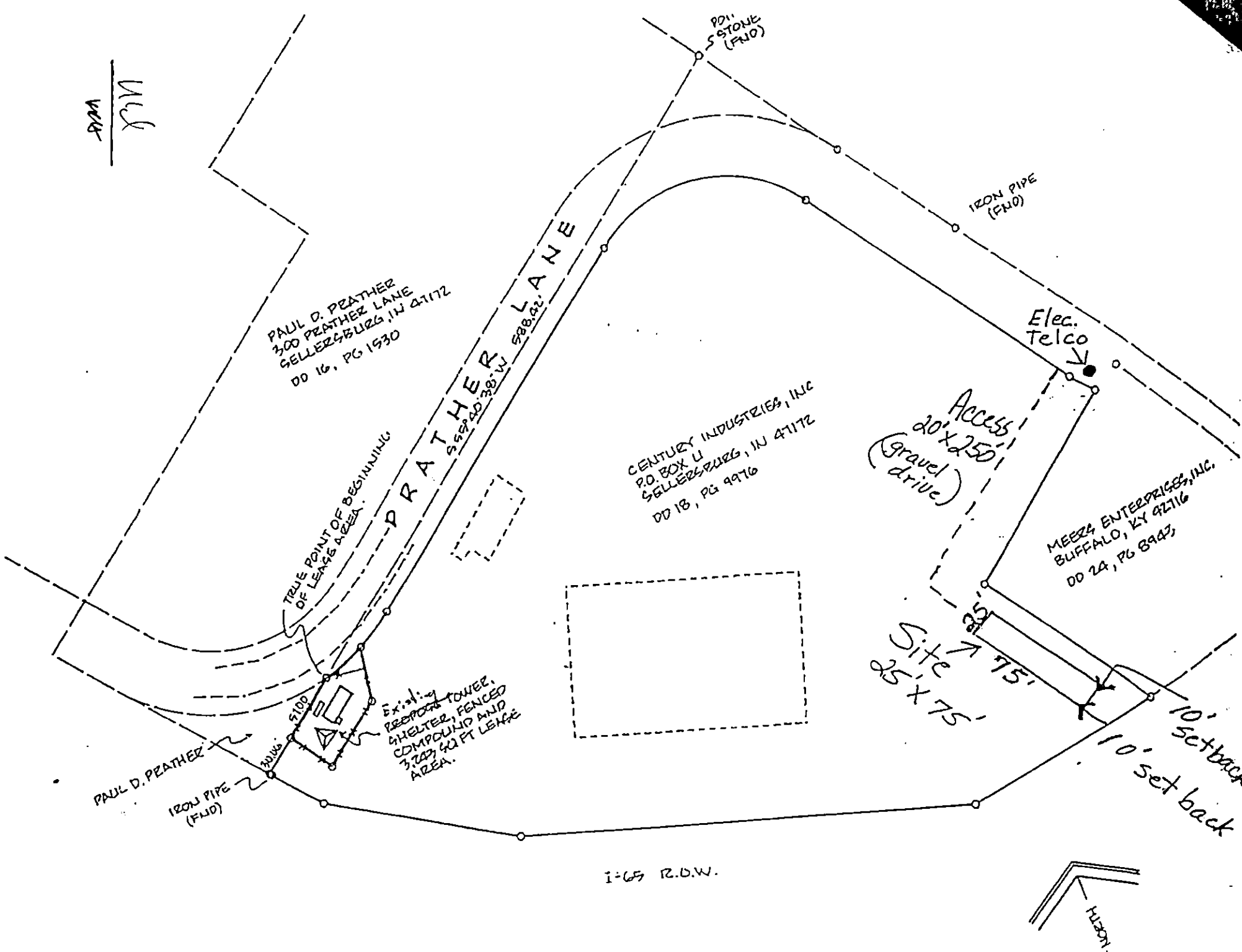
**Site Photographs**



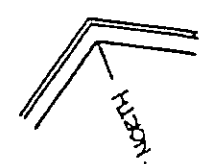
**COMMENTS:** View of Site from the South.



WMA  
MIL



I-65 R.D.W.



**Site Photographs**



**COMMENTS:** View of Site from the South.



STATE OF INDIANA,  
COUNTY OF CLARK—SS

Liz Baumgardner, on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for *one time* . . . . ., to-wit: In issue of said Evening News dated *July 1, 1999* . . . . .

*Liz Baumgardner*

State of Indiana

County of Clark

Subscribed and sworn to before me this

*2<sup>nd</sup>* day of *July* . . . . . 19*99*

*J. Anne Galligan*

Notary Public, Clark County, Indiana

My commission expires *September 9, 2006*

TOWN SELLERSBURG

Notice is hereby given that Century Industries, Inc. (a.k.a. Sunnyside Properties Inc.) has filed a petition with the Sellersburg Board of Zoning Appeals requesting a variance on property situated in the Town of Sellersburg in the County of Clark and described as follows: Being a part of Survey #110 of the Illinois Grant, and more particularly described as follows: Beginning at a stone at the Worth corner of the 30.2 acre tract conveyed to John O. Miller and Pearl K. Miller, his wife, as recorded in Deed Record No. 143, on Page No. 295, Clark County Courthouse; thence South 40 deg. 41' East 262.75' to an iron pipe located at the South corner of the George F. Haas Addition to the Town of Sellersburg; thence South 41 deg. 11' East 397.98' to the right-of-way fence of Interstate Highway No. 1-65; thence along said right-of-way fence the following courses and distances: South 45 deg. 27' West 22.47' to a corner post; thence South 51 deg. 54' West 113.34' to a corner post; thence South 77 deg. 41' West 278.14' to a corner post; North 76 deg. 31' West 393.65' to a corner post; North 63 deg. 60' West 170.29' to a corner post; thence North 45 deg. 34' West 51.38' to an iron pipe in the Southeast line of the tract conveyed to Roy R. Prather and wife as recorded in Deed Record No. 135, on Page 206, Clark County Courthouse; thence North 49 deg. 50' East along said line of Prather, 678.40' to the Place of Beginning, containing 7.487 acres, more or less. Excepting one acre conveyed by Warranty Deed September 29th, 1960, to James Bottorff and Regina Bottorff, his wife and Robert K. Regan and Rennah Regan, his wife. Commonly known as Century Industries, Inc.

And having a street address of: 299 Prather Lane, Sellersburg, IN 47172.

The purpose of this variance is to: Petition for special exception to erect a telecommunications monopole.

Notice is hereby given that the Sellersburg Board of Zoning Appeals will hold a public hearing on this petition on July 19 at 6 P.M. at the Sellersburg Town Hall, 316 East Ulica Street.

Dated this 1st day of July, 1999.

Publication fee \$ . . . . .

This Instrument Prepared By:  
Todd R. Briggs  
GeoTrans Wireless  
1512 South Crums Lane  
Louisville, KY 40216

Site Name: Century  
Site ID: 263-079-00C

FILE

## OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is entered into as of the 12 day of May, 1999 by and between Tritel Communications, Inc., a Delaware corporation ("Lessee") and Century Industries, Inc., a Kentucky corporation ("Lessor").

NOW, THEREFORE, for good and valuable consideration, the parties hereto covenant and agree as follows:

### I. OPTION

- 1. Grant of Option.** Lessor is the owner of real property described in Exhibit "A" attached hereto (the "Property"). Upon the terms and conditions set forth in this Agreement, Lessor conveys and warrants to Lessee the exclusive right and option (the "Option") to lease a portion of the Property as depicted in Exhibit "B" attached hereto (the "Site") for the purpose of constructing, installing, establishing, maintaining, operating, modifying and replacing a telecommunications or wireless transmission facility including, towers, antenna structures, communications and other equipment, antenna, transmitters, receivers, cable, wiring, transmission lines, shelters, cabinets, installations and fixtures, with the limitation that any tower or antenna structure is limited to a monopole type tower, (collectively the "Equipment") together with a non-exclusive right to (a) all rights, easements for ingress, egress, access and utilities and appurtenant rights pertaining to the Property including any right, title and interest of Lessor in and to adjacent streets, alleys and rights-of-way necessary for (I) access, ingress and egress to and from the Site by vehicle, foot or otherwise and (II) the installation, maintenance, repair and replacement of requisite wires, cables, transmission lines, conduits and pipes for the installation, operation and maintenance of the Equipment and for utilities, telephone and electricity (collectively the "Easement") (the Site and the Easement are referred to as the "Premises").
- 2. Consideration.** Upon the full execution of this Agreement, Lessee will pay to Lessor the sum of [REDACTED] (the "Option Money") in consideration of the grant of the Option. In the event that the Lessee exercises the Option, Lessor shall lease the Premises to the Lessee pursuant to the terms of this Agreement and the Option Money shall be credited against the first year's annual rent. In the event that the Lessee does not exercise the Option, the Lessee shall retain the Option Money in full satisfaction of all liabilities or obligations of Lessee under this Agreement.
- 3. Term of Option.** The term of the Option will commence upon the Effective Date of this Agreement and will terminate at 11:59 p.m. six months after the Effective Date (the "Initial Option Period"). The term of the Option may be extended for One additional period of Six (6) months (the "Renewal Option Period") (the Initial Option Period and Renewal Periods are hereinafter referred to as the "Option Period") by (a) delivering written notice to Lessor prior to the expiration of the Initial Option Period or the Renewal Option Period of Lessee's intention to extend the Option Period (or Renewal Option Period as the case may be) and (b) payment of [REDACTED] to Lessor.
- 4. Exercise of Option.** Lessee shall exercise the option by giving written notice of Lessee's intent to exercise the option to the Lessor prior to the expiration of the Option Period or the Renewal Option Period.
- 5. Permits and Approvals.** Upon the request of the Lessee, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, any licenses, permits and other approvals required by any federal, state or local authority for the Premises, Lessee's use of the Premises and/or the installation and use of the Equipment (the "Approvals") during the Option Period and the Initial Term and/or Renewal Terms of this Agreement. Lessee, without the consent or joinder of lessor, may file any applications, obtain any Approvals or otherwise take any actions necessary for any (in the Lessee's discretion) or to obtain any Approvals. In the event that the Lessee does not obtain any such Approvals or such Approvals are cancelled, rescinded, denied, terminated, amended, limited or otherwise revoked in whole or part, the Lessee shall not be obligated to exercise any option under this Agreement.
- 6. Inspections and Investigations.** Lessor hereby grants to Lessee, its employees, officers, agents and independent contractors the right and privilege to enter upon the Property and the Easement at any time during the Option Period to inspect and test the Property, the Premises, the Site and/or the Easement and to conduct and perform some or all of the following activities (the "Permitted Activities"): surveys, geotechnical soil borings and analyses, environmental studies or audits, surveys, engineering studies, radio propagation studies,

and such other tests and inspections of the Property, the Premises, Lessee with any necessary keys or access codes to the Property, the Premises, the Site and/or the Easement if needed for ingress and egress. Lessee shall be responsible for the costs of the Permitted Activities and shall restore to its prior condition any portion of the Property, Site, Premises and Easement disturbed by Lessee.

7. **Taxes.** Any ad valorem taxes or other special assessment taxes attributable to the Property or the Premises and the Easement during the Option Period shall be paid by Lessor.
8. **Memorandum.** Lessee may require Lessor to execute and Lessee may record in the official records of the County in which the Premises are located a Memorandum of Option. Lessee will pay the recording costs.

## II. LEASE

9. **Premises.** (a) Upon the exercise of the Option, Lessor agrees to lease and hereby leases the Site and the Premises to the Lessee and gives and grants to the Lessee the Easement. Lessee will have access to the Site 24 hours per day, 7 days per week. Upon Lessee's request, Lessor shall execute and deliver independent recordable documents evidencing the Easement or any easement for utilities, access or otherwise. Lessor shall cooperate with Lessee in obtaining, assist Lessee in obtaining, and use its best efforts to obtain any easements, rights-of-way or similar interests to the Premises or the Property from adjacent property owners or any party (whether such party is Lessor or a third party). Lessor grants to Lessee the right to use such portions of Lessor's Property or any surrounding property owned by Lessor (or in which Lessor has an interest) as are reasonably required during construction, installation, maintenance and operation of the Equipment, including without limitation for construction and for compliance with the posting requirements of the Federal Communications Commission.  
(b) Upon the completion of the design, surveying, engineering and construction of the Equipment and the Premises, the Lessee may add a detailed site plan as Schedule 1 to Exhibit "B" which specifically describes the Premises and any and all easements and rights-of-way to the Site. The Lessee shall have the right to require the Lessor to initial and approve such site plan, such approval and initialing not to be unreasonably withheld. In the event of any minor discrepancy between Exhibit "B" and the Schedules 1 and 2, Schedules 1 and 2 shall control.
10. **Term.** The initial term of the Lease shall be Five (5) years ("Initial Term"), commencing the date Lessee has provided Lessor written notice of Lessee's exercise of the Option provided in Section 4 ("Commencement Date"), and shall automatically be renewed, without need of further documentation, for Four (4) additional five-year terms ("Renewal Terms") unless Lessee provides Lessor notice of its intention not to renew 90 days prior to the expiration of the Initial or then Renewal Term.
11. **Rent.** Lessee agrees to pay Lessor the monthly sum of [REDACTED] ("Rent"), payable in advance on or before the 1<sup>st</sup> of each and every calendar month during the Initial Term and each Renewal Term. Rent will be paid to Lessor at its address designated in section 25. For any Renewal Term, Lessee shall pay the then current Rent plus [REDACTED] increase over the preceding five year term. Rent for any period during the term of this Agreement that is less than one (1) month will be prorated based on the number of days in such month.
12. **Improvements.** (a) At Lessee's expense, Lessee may install, construct, reconstruct, operate, demolish and maintain the Equipment on the Premises. Lessee may complete all work necessary to prepare, maintain and alter the Premises for operation of the Equipment. Notwithstanding its affixation to the Premises, the Equipment shall remain Lessee's personal property under applicable laws. Lessee may remove, and/or replace all or part of the Equipment and substitute other equipment, all at its sole expense, on or before the expiration or earlier termination of this Agreement and shall make any necessary repairs to the Premises, caused by such removal, except for reasonable wear and tear and casualty loss.  
(b) At Lessee's expense, Lessee may upgrade the present utilities, install new utilities on the Premises or bring utilities to the Premises, including but not limited to a standby power generator for Lessee's exclusive use.  
(c) Lessor shall provide to Lessee, Lessee's employees, agents, independent contractors and subcontractors access over the Property to the Premises 24 hours a day, 7 days a week, at no charge to Lessee.  
(d) Lessor shall not have unsupervised access to the Premises or the Equipment.  
(e) Upon the termination of this Lease, irrespective of the reason therefor, Lessee will surrender the Leased Premises to Lessor in its original condition, except for normal wear and tear, and Lessee will in addition remove all of the Equipment from the Leased Premises and reimburse Lessor for the costs to repair any damage which such removal has caused to the Premises.
13. **Compliance with Law.** Lessee shall install and operate the Equipment in a manner which shall comply with all federal, state and local laws and regulations governing the installation, operation and use thereof, including but not limited to those of the FCC and the U.S. Environmental Protection Agency ("EPA"). Lessor shall



comply with all federal, state and local laws and regulations governing the Property, including but not limited to those of the EPA. Lessor represents that the Property is presently in compliance with all such laws and regulations.

14. **Hazardous Substances.** (a) Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.
  - (b) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Substance upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of Lessee.
  - (c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Agreement, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Premises which are required by any federal, state or local government agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Premises of a Hazardous Substance. Such actions shall include but not be limited to the investigation of the environmental condition of the Premises to the condition existing prior to the introduction of Hazardous Substance upon, about or beneath the Premises notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.
  - (d) Lessee will not introduce or use any such Hazardous Substance on the Premises in violation of any applicable law.
15. **Interference.** Lessor covenants not to lease to any other cellular operator within five hundred feet (500') of the monopole center without the express written consent of the Lessee.
16. **Real Estate Taxes.** (a) Lessor will pay when due all real estate taxes and assessments attributable to the Property of the Lessor of which the Premises is a part. In the event that Lessor fails to pay when due any taxes affecting the Premises, Lessee shall have the full right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by the Lessee on Lessor's behalf from future installments of rent.
  - (b) Lessee shall pay any personal property taxes directly attributable to the Equipment.
17. **Non-disturbance and Clearance of Title.** In the event the Property is encumbered by a mortgage as of the date of this Agreement, the Lessor immediately after this Agreement is executed, will request that the holder of each such mortgage execute a non-disturbance agreement, to be prepared by Lessee, and cooperate with Lessee toward obtaining execution thereof. In the event that there are any encumbrances, defects or other problems with title to the Site, Lessor shall exercise its best efforts to remove any such encumbrances, defects or problems and/or to assist Lessee in the removal of such encumbrances, defects or problems, provided however, Lessee shall not undertake any obligation hereunder or to be required to remove such encumbrance, defect or problem. Moreover, this provision does not relieve Lessor of any obligation under this Agreement to provide Lessee with clear, good and marketable title to the Site.
18. **Sale or Mortgage of Property.** Should Lessor, at any time after the execution date of this Agreement, decide to sell, mortgage or encumber all or any part of the Property, such transaction and its documentation shall be subject to this Agreement and Lessee's rights hereunder.
19. **Insurance; Indemnity.** (a) Lessee shall maintain a public liability policy, with limits of not less than [REDACTED] for bodily injury, not less than [REDACTED] for property damage, not less than [REDACTED] aggregate, with a certificate of insurance to be furnished to Lessor within thirty (30) days of written request. Such policy shall provide that termination or cancellation will not occur without at least fifteen (15) days prior written notice to Lessor. Each party shall indemnify and hold harmless the other party from any claim, liability, cost or loss (including attorney fees and expenses) resulting from or arising out of the ownership, use, occupancy of the Property by the indemnifying party or its agents, servants or invitees (except for such claims, liabilities or losses as may be due to or caused by acts of the other party or its servants, agents or invitees). The indemnity obligation under this paragraph will survive termination of this Agreement. (b) Lessee shall maintain during the term of this Lease, fire and extended coverage insurance on the building(s) on the Premises. The proceeds of any such insurance shall be applied to the cost of any and all repairs or restoration of the improvements upon the Leased Premises. Lessee shall further maintain during the term of this Lease all risk property damage insurance covering its personal property and the improvements in the Premises against loss or

damage from, but not limited to, the following perils: fire, the extended coverage perils, vandalism, malicious mischief, domestic water damage and collapse. (c) Lessor and Lessee mutually agree to waive whatever rights of recovery each may acquire against the other as a result of damage to real or personal property and to include under its property insurance policy(ies) a waiver of any rights of subrogation its insurer may acquire against the other. A blanket policy with the above named limits and conditions shall satisfy the insurance requirements for all properties leased by the Lessee from Lessor.

20. **Condemnation.** If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Agreement shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Equipment, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purpose of this paragraph.
21. **Title, Authority and Quiet Enjoyment.** Lessor hereby represents and warrants that (I) it holds good and marketable title to the Property, (II) it has full authority to enter into and execute this Agreement and that the person signing this Agreement has the authority to sign this Agreement, and (III) provided Lessee has made rental payments as required hereunder, Lessee shall have quiet enjoyment of the Premises. Lessor agrees to execute, whether contemporaneously with this Agreement or at a later date, any documents reasonably required by Lessee or Lessee's title insurance provider evidencing the authority of the person or persons who execute this Agreement on behalf of Lessor to bind Lessor to the terms herein. Lessee hereby represents and warrants that it has full authority to enter into and execute this Agreement.
22. **Termination.** This Agreement may be terminated as follows:
- (a) by either party, upon default is not cured within (30) days of receipt of written notice, provided that the cure period for any monetary default is ten (10) days from receipt of notice and that the cure period for any default which arises from (I) the Lessor's failure or refusal to provide Lessee with immediate and complete access to the Premises, or (II) Lessee's inability to use or access the Premises or Equipment (whether such prohibition is caused or intended by Lessor or not) shall be forty-eight (48) hours from the receipt of notice. In the event any specific default occurs three or more times during any Initial Term or Renewal Term, such default shall no longer be subject to the notice and cure provisions of this Agreement and such action or default shall constitute an automatic default under this Agreement. During the continuance of any default after such notice and cure period (to the extent applicable), the non-defaulting party may terminate this Agreement by giving notice of termination to the defaulting party, and the non-defaulting party may exercise any other remedies it may have under this Agreement or at law;
  - (b) by Lessee, without further liability hereunder, upon providing ten (10) days notice: (I) if Lessee is unable to obtain or maintain any Approval or obtain any easements from any party for the Premises; (II) if, due to changed circumstances, Lessee determines that for technological reasons, the Premises are no longer suitable for their intended purpose; (III) if Lessee determines that any of the Equipment cannot be used without interference from, or causing any undue interference to, other property or equipment in the area of the Property; (IV) if Lessee determines that the Premises are not appropriate for Lessee's operations for economic reasons or any other reason in Lessee's discretion; or (V) if the Premises or Equipment are destroyed or damaged and rendered unsuitable for normal use. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction.
  - (c) If the improvements upon the Leased Premises or any part thereof are damaged or destroyed by fire or through any other cause at any time after the date of this Lease, Lessee shall with due diligence repair or restore the Leased Premises to as good a condition as existed before such damage or destruction, and in so doing the proceeds of any insurance provided for in paragraph 19 hereof shall be applied to the cost thereof. During the period of such repair or restoration, the rent provided for herein, or a fair and just portion thereof according to the nature and extent of the damage sustained, shall be abated. In the event said improvements are damaged or destroyed so as to materially interfere (in the opinion of Lessee) with Lessee's use and enjoyment of the Leased Premises, Lessee shall have the option to terminate this Lease as of the date of such damage or destruction by giving to the Lessor written notice of its intention so to do within thirty (30) days such damage or destruction.

### III. MISCELLANEOUS

23. **Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Property or the Easement by Lessee or the breach of this Agreement by Lessee.

24. **Effective Date.** The Effective Date (the "Effective Date") of this Agreement shall be and hereby is the date that the last party signs this Agreement.
25. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed validly given and effective when sent, if personally delivered or sent via overnight courier providing proof of service, or sent by certified mail, return receipt requested, as follows (or any other address that the party to be notified may designate by like notice to the sender):

Lessor: Century Industries, Inc.  
P. O. Box U  
Sellersburg, IN 47172  
Attention: Robert D. Uhl, President

Lessee: Tritel Communications, Inc.  
1410 Livingston Lane  
Jackson, MS 39213  
Attention: Jackie Warren,  
Lease Administration Manager

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

26. **Assignment.** Lessee shall have the right to assign, transfer or sublease this Agreement or any interest herein, (or all or any portion of the Premises) including without limitation, any subleases, licenses or co-locations, and including, without limitation, any and all rights to use the Easements or any portion of the Site or the Premises, without the consent of Lessor.
27. **Memoranda.** This Agreement shall run with the Property. Lessee shall have the right to submit this Agreement, or a Memorandum of Lease and/or Memorandum of Option which Lessor agrees to execute and acknowledge, for recordation to the appropriate governmental agency having jurisdiction over the Property.
28. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties hereto. Any amendments to this Agreement must be in writing and executed by both parties. If any provision of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, successors, administrators and assigns. This Agreement is governed by the laws of the state in which the site is located.
29. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties. The Effective Date of this Agreement shall be the date that the last party executes this Agreement.
30. **Addendum.** If Lessor and Lessee have agreed to amend any of the foregoing terms of this Agreement by addendum, the Lessor's initials appear here \_\_\_\_\_ and the Lessee's initials appear here \_\_\_\_\_ and \_\_\_\_\_ number of addenda are attached hereto. The Addendum (or Addenda) are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date set forth above.

LESSEE: Tritel Communications, Inc.

By: Kenneth F. Harris

Name: Kenneth F. Harris

Title: Director of Site Acquisition and  
Property Administration

Date: May 24, 1999

LESSOR: Century Industries, Inc.

By: Robert D. Uhl

Name: Robert D. Uhl

Title: Pres

Date: 5-12-99

Exhibit "A"

Property:

1. The street address of the Property is:

299 Prather Lane  
Sellersburg, IN 47172

2. The Assessor's Parcel Number is:

3. The Property is legally described as:

Being a part of Survey #110 of the Illinois Grant, and more particularly described as follows: Beginning at a stone at the North corner of the 30.20 acre tract conveyed to John O. Miller and Pearl K. Miller, his wife, as recorded in Deed Record No. 143, on Page No. 295, Clark County Courthouse; thence South 40 deg. 41' East 262.75 feet to an iron pipe located at the South corner of the George F. Haas Addition to the Town of Sellersburg; thence South 41 deg. 11' East, 397.98 feet to the right-of-way fence of Interstate Highway No. I-65; thence along said right-of-way fence the following courses and distances; South 45 deg. 27' West, 22.47 feet to a corner post; thence South 51 deg. 54' West 113.94 feet to a corner post; thence South 77 deg. 41' west 278.14 feet to a corner post; thence North 76 deg. 31' West 393.65 feet to a corner post; North 63 deg. 50' West 170.29 feet to a corner post; thence North 45 deg. 34' West 51.38 feet to an iron pipe in the Southeast line of the tract conveyed to Roy R. Prather and wife as recorded in Deed Record No. 135, on Page 206, Clark County Courthouse; thence North 49 deg. 50' East along said line of Prather, 678.40 feet to the Place of Beginning, containing 7.487 acres, more or less.

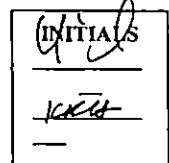


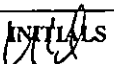
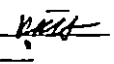
Exhibit "B"

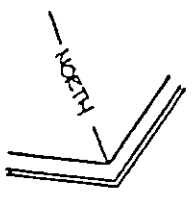
Premises:

The Premises is described as follows:

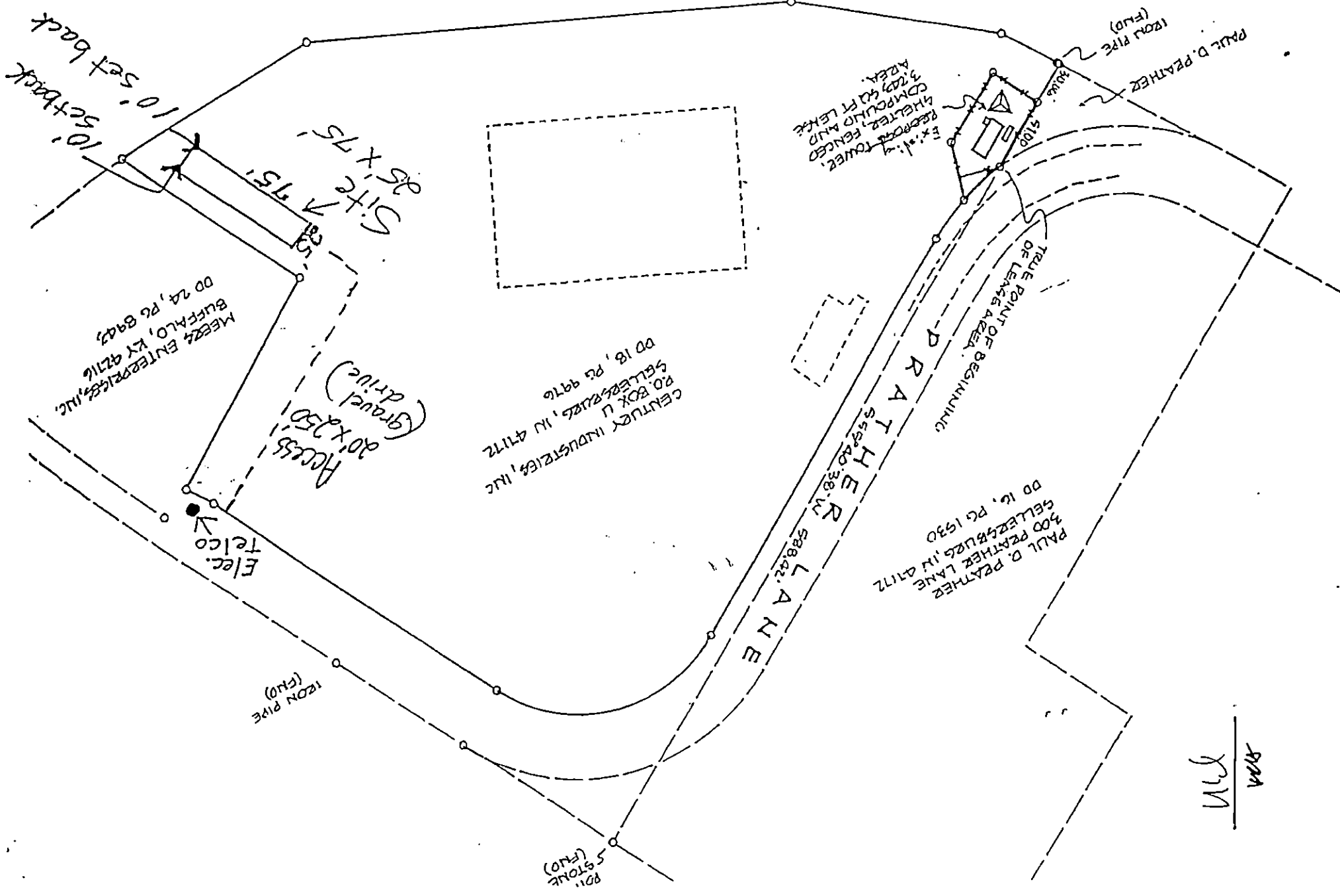
See Attached Site Sketch

1. A permit drawing or drawings depicting the Premises shall supplement this Exhibit "B".
2. Locations of Equipment, easements and utility runs are proposed and subject to Lessor's reasonable approval, and may be changed based on zoning, engineering or construction conditions.

INITIALS 

—



1-65 R.D.W.



WJ  
RWA

CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA  
COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 1999 by

Robert D. Uhl, President of

(Name of officer or agent) (Title of officer or agent)

Century Industries, Inc./Sunnyside Properties, a Kentucky corporation, on  
(Name of corporation acknowledging) Inc (State or place of incorporation)  
behalf of the corporation.

WITNESS my hand and seal at office, on this 12<sup>th</sup> day of May, 1999.

Quinn Murphy  
Notary Public

My Commissions Expires:  
Feb 17, 2000

NOTARY BLOCK FOR TRITEL

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Before me, Jacqueline Martin Warren, a Notary Public in and for said County and State, personally appeared Kenneth F. Harris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Director of Site Acquisition and Property Administration of TRITEL COMMUNICATIONS, INC., the within named bargainer, a corporation, and that he as such Director of Site Acquisition and Property Administration executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Director of Site Acquisition and Property Administration.

WITNESS my hand and seal at office, on this 24 day of May, 1999.

Jacqueline Martin Warren  
Notary Public

My Commissions Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN 20, 2003  
BONDED THRU STEGAL NOTARY SERVICE

## TOWN SELLERSBURG

Notice is hereby given that Century Industries, Inc. (a.k.a. Sunnyside Properties Inc.) has/have filed a petition with the Sellersburg Board of Zoning Appeals requesting a variance on property situated in the Town of Sellersburg in the County of Clark and described as follows: Being a part of Survey #110 of the Illinois Grant, and more particularly described as follows: Beginning at a stone at the Worth corner of the 30.2 acre tract conveyed to John O. Miller and Pearl K. Miller, his wife, as recorded in Deed Record No. 143, on Page No. 295, Clark County Courthouse; thence South 40 deg. 41' East 262.75' to an iron pipe located at the South corner of the George F. Haas Addition to the Town of Sellersburg; thence South 41 deg. 11' East. 397.98' to the right-of-way fence of Interstate Highway No. I-65; thence along said right-of-way fence the following courses and distances: South 45 deg. 27' West 22.47' to a corner post; thence South 51 deg. 54' West 113.34' to a corner post; thence South 77 deg. 41' West 278.14' to a corner post; North 76 deg. 31' West 393.65' to a corner post; North 63 deg. 50' West 170.29' to a corner post; thence North 45 deg. 34' West 51.38' to an iron pipe in the Southeast line of the tract conveyed to Roy R. Prather and wife as recorded in Deed Record No. 135, on Page 206, Clark County Courthouse; thence North 49 deg. 50' East along said line of Prather, 678.40' to the Place of Beginning, containing 7.487 acres, more or less. Excepting one acre conveyed by Warranty Deed Septemeber 29<sup>th</sup>, 1960, to James Bottorff and Regina Bottorff, his wife and Robert K. Regan and Rennah Regan, his wife. Commonly know as Century Industries, Inc.

And having a street address of:

299 Prather Lane

Sellersburg, IN 47172

The purpose of this variance is to:

Petition for special exception to erect a telecommunications monopole.

Notice is hereby given that the Sellersburg Board of Zoning Appeals will hold a public hearing on this petition on July 19<sup>th</sup> at 6 PM at the Sellersburg Town Hall 316 East Utica Street.

Dated this 1<sup>st</sup> day of July, 1999.



JULY 7, 1999

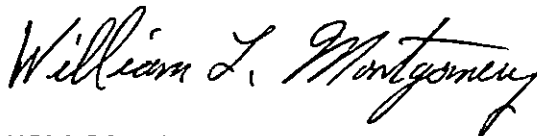
MEMBERS OF BOARD OF ZONING APPEALS

REQUESTING VARIANCE FROM B-2 TO R-2 FOR CHANGES FROM OFFICE ON THE GROUND FLOOR TO APARTMENT AT 110 MAPLE STREET. THE UPSTAIRS HAS ALWAYS BEEN RENTED AS AN APARTMENT.

ATTACHED IS A LEGAL DESCRIPTION OF THE TRACT INWHICH I AM REQUESTING THE VARIANCE ON AND THE REMAINDER OF LOT 5 THAT IS SHOWN ON THE ATTACHED DIAGRAM FROM THIS TRACT ON TO UTICA STREET WILL REMAIN B-2.

YOUR ASSISTANCE IN GRANTING THIS VARIANCE IS APPRECIATED.

THANK YOU,

A handwritten signature in cursive script that reads "William L. Montgomery".

WILLIAM L. MONTGOMERY  
PAULINE MONTGOMERY  
735 FORREST DR., S.  
SELLERSBURG, INDIANA  
812-246-9874

Description of Tract

A part of Lot No. 19 of the William Harrod Addition to the Town of Sellersburg, Clark County, Indiana and more particularly described as follows: beginning at the stone on the west corner of said Lot 19, thence N 22°17'E 77.9 feet to an iron pin; thence N 38°33'E 6.95 feet to an iron pin, the true point of beginning; continuing N 38°33'E 81.58 feet to a point; thence S 68°27'E 60.07 feet to a point on the northwest R/W line of Maple Street; thence with said R/W line S 22°34'W 81.58 feet to an iron pin; thence N 65°59'W 82.55 feet to the true point of beginning, containing 0.131 acre, subject to all easements, apparent or of record.

Written from deed and previous survey on June 16, 1999

For: Lawrence Montgomery

Job No. 99132



*Paul E. Moffett*  
Paul E. Moffett L.S.

In. Reg. No. 11461

STATE OF INDIANA,  
COUNTY OF CLARK—SS

Liz Baumgardner on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for one time....., to-wit: In issue of said Evening News dated July 9, 1999.....

*Liz Baumgardner*

State of Indiana  
County of Clark

Subscribed and sworn to before me this

9<sup>th</sup> day of July..... 1999.

*Jan Yellin*

Notary Public, Clark County, Indiana

My commission expires September 9, 2006.....

TOWN OF SELLERSBURG

Notice is hereby given that William L. & Pauline Montgomery have filed a petition with the Sellersburg Board of Zoning Appeals requesting a variance on property situated in the Town of Sellersburg in the County of Clark and described as follows:

Original Town of Sellersburg and part of Lot 19 and having a street address of:

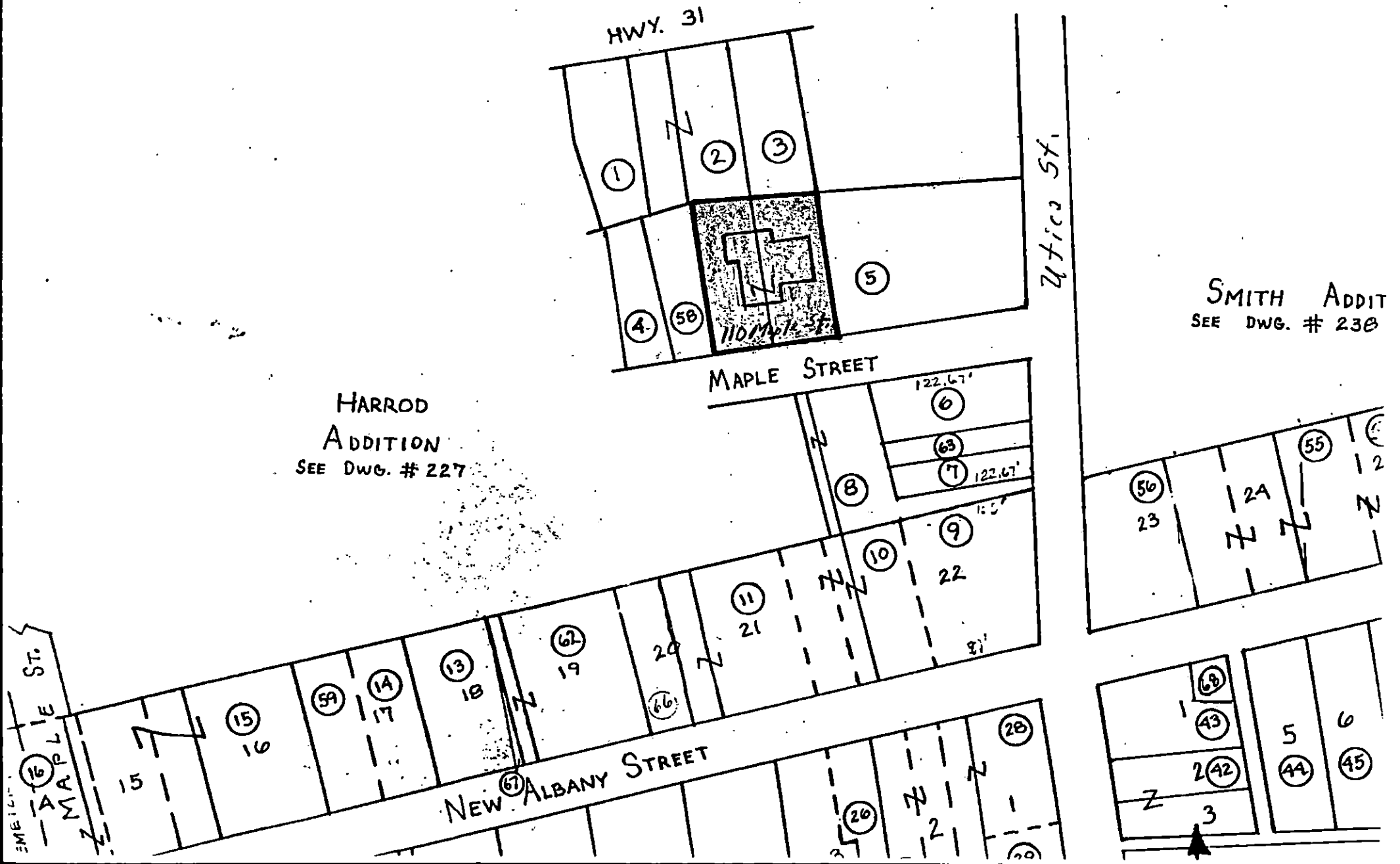
110 Maple Street, Sellersburg, Indiana 47172.

The purpose of this variance is to: Change occupancy on ground floor from office to apartment.

Notice is hereby given that the Sellersburg Board of Zoning Appeals will hold a public hearing on this petition on July 19, 1999 at 6:00 p.m. at the Sellersburg Town Hall, 316 East Utica Street, Sellersburg, Indiana 47172. Dated this 1st day of July, 1999.

Publication Fee \$ 25.00.....

# ORIGINAL TOWN OF SELLERSBURG & EIS



July 12, 1999

Sellersburg Board of Zoning Appeals

To Whom It may Concern:

An application was received from Jesse Coomer requesting that a variance be granted that would allow him to operate a repair shop behind his operations at 7801 Highway 311. The number to his business is 246-6166. The remainder of the required information is found in the attached ad

STATE OF INDIANA,  
COUNTY OF CLARK - SS

Liz Baumgardner, on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for one time to-wit: in issue of said Evening News dated June 11, 1999

*Liz Baumgardner*

State of Indiana

County of Clark

Subscribed and sworn to before me this

14<sup>th</sup> day of June 1999

*Joan Halligan*

Notary Public, Clark County, Indiana

My commission expires September 9, 2006

**TOWN OF SELLERSBURG**  
Notice is hereby given that Jesse L. Coomer has filed a petition with the Sellersburg Board of Zoning Appeals requesting a variance on property situated in the Town of Sellersburg in the County of Clark and described as follows:  
Property located at 7801 Hwy. 311, Sellersburg, being part of Grant 108.25 AC map desc.: ANX from 09-07-76. This additional building was built approximately 2 years ago and has been used as an addition to J.C. Auto and having a street address of 7801 Hwy. 311, Sellersburg, IN 47172.  
The purpose of this variance is to: operate two automotive car garages (on the same lot tract) for general repair and auto maintenance.  
Notice is hereby given that the Sellersburg Board of Zoning Appeals will hold a public hearing on this petition on June 21, 1999 at 6 p.m. at the Sellersburg Town Hall, 316 East Utica Street.  
Dated this 27th day of May, 1999.

Publication Fee \$ 20.00

STATE OF INDIANA,  
COUNTY OF CLARK—SS

Liz Baumgardner, on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for one time . . . , to-wit: In issue of said Evening News dated June 11, 1999 . . . . .

*Liz Baumgardner*

State of Indiana  
County of Clark

Subscribed and sworn to before me this

14<sup>th</sup> day of June 1999

*James Galligan*

Notary Public, Clark County, Indiana

My commission expires September 9, 2006

TOWN OF  
SELLERSBURG

Notice is hereby given that Jesse L. Coomer has filed a petition with the Sellersburg Board of Zoning Appeals requesting a variance on property situated in the Town of Sellersburg in the County of Clark and described as follows:

Property located at 7801 Hwy. 311, Sellersburg, being part of Grant 108.25 AC map desc.: ANX from 09-07-76. This additional building was built approximately 2 years ago and has been used as an addition to J.C. Auto and having a street address of 7801 Hwy. 311, Sellersburg, IN 47172.

The purpose of this variance is to: operate two automotive car garages (on the same lot tract) for general repair and auto maintenance.

Notice is hereby given that the Sellersburg Board of Zoning Appeals will hold a public hearing on this petition on June 21, 1999 at 6 p.m. at the Sellersburg Town Hall, 316 East Utica Street.

Dated this 27th day of May, 1999.

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Publication Fee \$ 20.00 . . . . .

**BOARD OF ZONING APPEALS**

**AUGUST 16, 1999**

The Board of Zoning Appeals met on August 16, 1999, At the Sellersburg Town Hall, at 6:00p.m. Francis Conroy chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Charlie Popp, Francis Conroy, Ken Hecker, Charlie Ridenour, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.

**THE FOLLOWING MEMBER WAS ABSENT:** Rodney Pate

<sup>A</sup>Eileen Smith was here tonight to represent Evelyn Huff.

Evelyn Huff has filed a petition to allow the conversion of a portion of an office property located at 112 South New Albany Street to an apartment. She is requesting a variance. Mrs. Huff plans to live in it. The rest of the building will be used by Doctor Robinson.

Charlie Ridenour made a motion to grant Evelyn Huff a variance to convert a portion of the office property located at 112 South New Albany Street to an apartment. It was seconded by Ken Hecker. All members present, voted in favor of the motion.

Mike Merideth has filed a petition requesting that a one year extension on the placement of his modular office be granted to the site he currently occupies at 220 S. Indiana Avenue. His business is Sellersburg Auto Sales. After one year, it is his intention to build a permanent place.

A motion was made by Ken Hecker to grant a continuous For one (1) year on placement of his modular office at 220 S Indiana Avenue and get with Boyce Adams, the Sellersburg Building Inspector and see what you have to do to turn it into a permanent structure. It was seconded by Charlie Ridenour.

A copy of letter of intent was given to the board members that was signed by Gerald Dixon concerning the



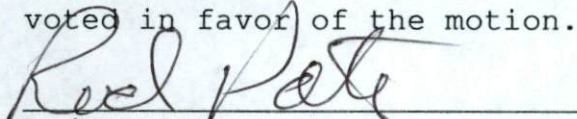
Board of Zoning Appeals  
August 16, 1999  
Page 2

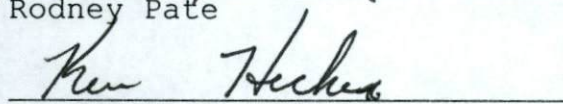
Matter of a variance on a building at 7801 Highway 311.

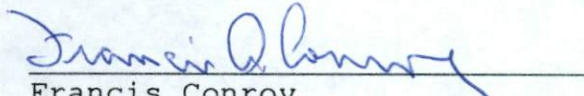
Francis Conroy said we need to get Gerald Dixon back  
And close and clear this matter up. The document is not  
Witnessed or notarized.

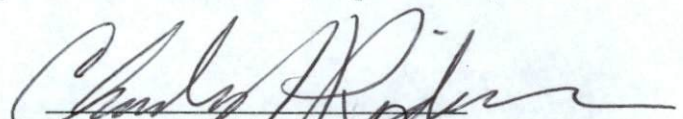
Charlie Popp made a motion to approve the minutes of  
the July 19, 1999 meeting and it was seconded by Charlie  
Ridenour. All members present, voted in favor of the  
motion.

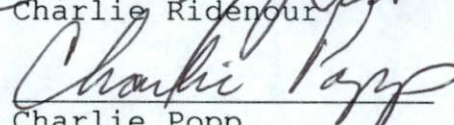
Charlie Ridenour made a motion to close the meeting.  
It was seconded by Charlie Popp. All members present,  
voted in favor of the motion.

  
\_\_\_\_\_  
Rodney Pate

  
\_\_\_\_\_  
Ken Hecker

  
\_\_\_\_\_  
Francis Conroy

  
\_\_\_\_\_  
Charlie Ridenour

  
\_\_\_\_\_  
Charlie Popp

\_\_\_\_\_  
Benita Pate, Secretary

Commission meeting to state why any variance, or at least submit their opinion in writing to the Commission.

## DOES A PROJECT NEED FILED OR NOT?

The following flow chart may help guide us to the proper answer.

1. Is the building that is involved with this project a Class 1 structure?

Definition of Class 1 is found in statute IC 22-12-1-4 and repeated in the GAR, 675 IAC 12-6-2. Exemptions from the design release requirement are found in 675 IAC 12-6-4. 675 IAC is the GAR (General Administrative Rules).

yes  no → do not file

2. Does the project involve new construction?  
The definition of "construction" is found in the GAR, 675 IAC 12-6-2

yes  no, it just involves change in use/ occupancy.

3. Does the building meet the code requirements for the new use/ occupancy?

no  yes → do not file

4a. Is the new construction exempt?

4b. Will the needed changes to meet the requirements for the new use/ occupancy involve new construction that is exempt?

no  yes → do not file  
↓  
file with state

no  yes → do not file  
↓  
file with state

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# Sellersburg Fire Department

P.O. Box 82  
Sellersburg In. 47172  
(812) 246-7239 (812) 246-7233  
Fax: (812) 284-7840 e:mail fireems@thepoint.net

August 5, 1999

Sellersburg Board of Zoning Appeals  
316 East Utica Street  
Sellersburg In 47172

Board Members:

As of todays date the only business that I am aware of that requires the Boards attention is as follows:

Evelyn Huff has filed a petition to allow the conversion of a portion of an office property located at 112 South New Albany Street to an apartment. Phone # 246-3751

Mike Merideth has filed a petition requesting that a one year extension on the placement of his modular office be granted to the site he currently occupies at 220 S. Indiana. Phone # 246-2277

Once again if you have any questions feel free to contact me at any time.

Sincerely,



Boyce Adams  
Inspector/Deputy Chief

**STATE OF INDIANA,  
COUNTY OF CLARK - SS**

*Liz Baumgardner*, on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for *one time* . . . . ., to-wit: In issue of said Evening News dated .. *August 6, 1999* .....

*Liz Baumgardner*

State of Indiana  
County of Clark

Subscribed and sworn to before me this

..... *9<sup>TH</sup>* day of .. *August* .. 19*99* ..

..... *Jane Galligan* ..

Notary Public, Clark County, Indiana

My commission expires ... *September 9, 2006* .....

**TOWN OF SELLERSBURG**

Notice is hereby given that Sellersburg Auto Sales / Mike Meredith have filed a petition with the Sellersburg Board of Zoning Appeals requesting a variance on property situated in the Town of Sellersburg in the County of Clark and described as follows:

Automobile Sales Lot, and having a street address of:

220 S. Indiana Ave., Sellersburg, In 47172.

The purpose of this variance is to:

Allow our company to continue business as sales out of the present mobile office for 1 year.

Notice is hereby given that the Sellersburg Board of Zoning Appeals will hold a public hearing on this petition on 8/16/99 at 6:00 PM at the Sellersburg Town Hall, 316 East Utica Street.

Dated this 2nd day of August, 1999.

Publication Fee \$ *20.00* .....

to follow...

All...

due to...  
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...

...  
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...  
...

**I, Gerald Dixon, make the following statement about my intentions concerning the construction of a new building to warehouse auto parts.**

**Upon completion of said building, I promise to move all existing auto parts and supplies that are stored outside under tarps or in trailers into the new building and remove the trailers from the property. It is my intention to repave and stripe the area in question and use it for parking spaces for customers and employees. Furthermore, it is my intention to store all materials inside in the future whenever possible. But due to unforeseen circumstances, or in the case of an emergency, there may be times that some things may need to be stored outside at least temporarily. If that does occur and if the amount of time exceeds 60 days, I will construct a privacy fence according to town regulations that will shield the stored materials from view. But my full intention is to keep all the materials stored inside.**

Signed on this date of July 21, 1999

Gerald Dixon, Owner

Attested by: Gerald Dixon

**SELLERSBURG AUTO SALES**

220 S. Indiana Ave.  
Sellersburg, IN 47172

8-3 99

BOARD OF ZONING APPEALS;

I AM PETITIONING THE BOARD ON THE AUGUST 16, 1999  
MEETING FOR ANOTHER 5 YEAR VARIANCE ON MY MODULAR  
OFFICE THAT I HAVE NOW. THE ORDINANCE THAT IS AFFECTED  
IS 4.2.3 & 4.3. FEEL FREE TO STOP BY AND INSPECT  
IT ANY TIME YOU LIKE.

THANKS

Mike Meredith

MIKE MEREDITH.

To the Sellersburg Town Board:

I am requesting a Use Variance Change (complying with Section 2.9.2.1 Permitted Uses) for the building at 112 South New Albany Street, formerly Dr. John R. Huff's Dental Office. Since it has been without occupancy for a year I wish to convert the office into an apartment for myself.

I would appreciate the Board's consideration for my request to have non-accessory living quarters at 112 South New Albany Street.



Evelyn D. Huff  
246-3751

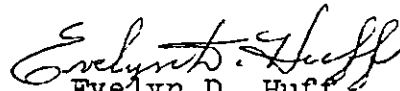
Legal Description and Local Address :

.25 A 94. 7 X 115 .4 X 95 .5 X 115.5  
Being a part of Lots Nos. Twenty-one (21) and  
Twenty-two (22) of the original Plat of Sellersburg,  
Indiana



To the Sellersburg Town Board:

Due to previous commitments I will be out of town August 16, 1999 and Aline Smith will be acting as my proxy for obtaining the Use Variance for the building at 112 South New Albany Street.



Evelyn D. Huff  
557 Norman Drive, North  
Sellersburg, Indiana 47172-1749  
Phone # 246-3751

**BOARD OF ZONING APPEALS**

**SEPTEMBER 20, 1999**

The Board of Zoning Appeals met on September 20, 1999, at the Sellersburg Town Hall, at 6:00p.m. Rodney Pate, chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Charlie Ridenour, Ken Hecker, Charlie Popp, Rodney Pate, Francis Conroy, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.

James Phillippy was present tonight asking for a variance to operate a dog grooming Parlor at 118 Broadway. His house is already zoned B-1 (General Business). The garage is on the same property but is not zoned B-1.

Charlie Ridenour made a motion to approve the variance for the garage on 118 Broadway to be zoned B-1 (General Business) like the rest of the property is zoned. The garage will be used as a Dog grooming shop. It was seconded by Ken Hecker. All members present, voted in favor of the motion.

Mike Waiz was present tonight representing St. Pauls Catholic Church requesting a variance on the setback requirements on a fence at their new building. They are requesting to install a six(6) foot high chain link fence on lot 25 and 26 of John Dietrich's Second addition of the town of Sellersburg.

Ken Hecker made a motion to approve the variance on the setback requirements on a fence and that a 6 foot chain link fence be placed 6 foot off easement given to the town of Sellersburg, on lots 25 and 26 of John Dietrich's second addition. It was seconded by Charlie Ridenour. All members present, voted in favor of the motion.

Charlie Ridenour made a motion to approve the minutes of the August 16, 1999 meeting with the correction of the first name of Aileen in the 4<sup>th</sup> paragraph. Francis Conroy seconded the motion. All members present, voted in favor of the motion.

Charlie Ridenour made a motion to close the meeting. It was seconded by Ken Hecker. All members present, voted in favor of the motion.

\_\_\_\_\_  
Rodney Pate

\_\_\_\_\_  
Charlie Ridenour

\_\_\_\_\_  
Charlie Popp

\_\_\_\_\_  
Francis Conroy

\_\_\_\_\_  
Ken Hecker

\_\_\_\_\_  
Benita Pate, Secretary

# Sellersburg Fire Department

P.O. Box 82  
Sellersburg In. 47172  
(812) 246-7239 (812) 246-7233  
Fax: (812) 284-7840 e:mail fireems@thepoint.net

September 13, 1999

Board of Zoning Appeals  
316 East Utica Street  
Sellersburg In 47172

Board members:

Applications have been received from the following people for consideration at the September meeting.

1. St. Pauls Catholic Church requesting a variance on the setback requirements on a fence at their new building.
2. James and Samantha Phillippy requesting a use variance to operate a dog grooming parlor at 118 Broadway

As of this date these are the only applications that I have received for consideration at this meeting.  
If you have any questions feel free to call at any time.

Respectfully yours,



Boyce Adams  
Inspector/Deputy Chief

THE EVENING NEWS

Sept. 10, 1999

**TOWN OF SELLERSBURG  
BOARD OF ZONING AP-  
PEALS**

Notice is hereby given that The Roman Catholic Archdiocese of Indianapolis Properties Inc., a/k/a St. Paul Catholic Church, has filed a petition with the Sellersburg Board of Zoning Appeals for a variance on Lots 25 and 26 of John Dietrich's Second Addition to the town of Sellersburg, as shown in plat Book 3, Page 26 of the Clark County, Indiana Records.

The purpose of variance is allow installing a chain link fence.

Notice is hereby given that the Sellersburg Board of Zoning Appeals will hold a public hearing on this petition on September 20, 1999 at 6 P.M. at the Sellersburg Town Hall, 316 East Utica Street.  
Dated this 3rd day of September, 1999.

**St. Paul's Catholic Church**

218 SCHELLER AVE.

SELLERSBURG, INDIANA 47172

September 7, 1999

Sellersburg Board of Zoning Appeal  
316 East Utica Street  
Sellersburg, IN 47172

Gentleman:

The Roman Catholic Archdiocese of Indianapolis Properties Inc., locally referred to as St. Paul's Catholic Church, is requesting a variance to install a six (6) foot high chain link fence on Lot 25 and 26 of the John Dietrich's Second Addition of the Town of Sellersburg, as shown in Plat Book 3, page 26, of Clark County, Indiana, records, and shown on attached Exhibit A. The fence will be set back six (6) feet from our property line.

The property is located at the Southeast corner of the intersection of Hauss and Oak Streets. The address is 102 St. Paul Street.

We request a variance to the Zoning Ordinance of the Town of Sellersburg, Section 1.21, paragraph 3.

*Fr. Paul Richart SS*

Paul F. Richart, Pastor

**BOARD OF ZONING APPEALS**

**OCTOBER 18, 1999**

The Board of Zoning Appeals met on October 18, 1999, at the Sellersburg Town Hall, at 6:00p.m. Francis Conroy chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT:** Charlie Ridenour, Francis Conroy, Ken Hecker, Charlie Popp, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.

**THE FOLLOWING MEMBER WAS ABSENT:** Rodney Pate.

Virgil Bolly is present tonight representing Sanford and Linda Scarce in regards to their property located at 200 Sellers Avenue in Sellersburg. At the present time, the structure is home to the sausage plant.

Mr. Sanford Scarce would like to request a variance to allow the operation of a vending machine service and storage business. This would not be opened to the general public. This property is presently zoned residential.

The secretary, Benita Pate was presented the certified return receipts sent to the adjoining neighbors and the copy of the petition that was put in local paper.

Mr. James Kent of 201 Sellers Avenue was one of the notified neighbors that wanted to speak at the meeting. He presented the problems that were caused from the previous sausage plant, which was the past usage. He said, Mr. Scarce has never been a good neighbor.


Virgil Bolly explained that if a use variance was given, this would eliminate use of a processing plant.


Charlie Popp made a motion to grant Sandford C. Scarce a variance to allow the operation of a vending machine service and storage business at 200 Sellers Avenue, in Sellersburg, ( Lot number 31 (thirty-one in Scheller Park Addition), with a restriction of time of loading and unloading between 7:00a.m. to 7:00p.m.; and it will not revert back to a processing plant. This variance will give up the existing use variance. This motion was seconded by Ken Hecker. All members present, voted in favor of the motion.

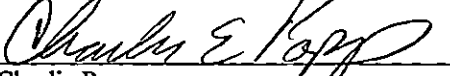
Charlie Popp made a motion to approve the minutes as written. It was seconded by Ken Hecker. All membes present, voted in favor of the motion.

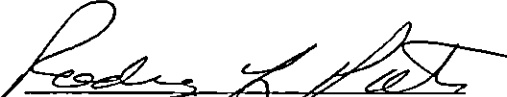
Ken Hecker made a motion to close the meeting. It was seconded by Charlie Ridenour. All members present, voted in favor of the motion.

Submitted by: Benita Pate, Secretary

  
Francis Conroy

  
Ken Hecker

  
Charlie Popp

  
Rodney Pate

  
Charlie Ridenour

  
Benita Pate, Secretary

TOWN OF SELLERSBURG  
BOARD OF ZONING APPEALS

LEGAL NOTICE


Notice is hereby given that Sandford C. Searce and Linda W. Searce, husband and wife, have filed a petition with the Town of Sellersburg Board of Zoning Appeals, requesting a variance in accordance with Zoning Ordinance of the Town of Sellersburg, Sections 4.2.3 Variance of Use, and 4.3 Grant of Variance, to allow the operation of a vending machine service and storage business at 200 Sellers Avenue, in Sellersburg, Clark County, Indiana, more particularly described as follows:

Lot Number Thirty-one (31) in the Scheller Park Addition to the Town of Sellersburg, Indiana.

All persons are hereby notified that a public hearing will be held on Monday, October 18, 1999, at 6:00 o'clock P.M., in the Meeting Room of the Sellersburg Town Hall, 316 E. Utica Street, Sellersburg, IN 47172, to consider said request.

A copy of the petition is available for inspection at the Town Hall Mondays thru Fridays 9:00 a.m. to 4:00 p.m. Written objections that are filed prior to the hearing with the Inspection will be considered. Oral comments will be heard at the public hearing. The hearing may be continued from time to time as found necessary.

Dated this 15<sup>th</sup> day of October, 1999.

  
\_\_\_\_\_  
President, Town of Sellersburg  
Board of Zoning Appeals

To be published in the Evening News ten days prior to meeting date.

C:\client\re\variance\forms\legal.notice

BEFORE THE TOWN OF SELLERSBURG  
BOARD OF ZONING APPEALS

In the Matter of the Petition of:

Sandford C. Scarce and Linda W. Scarce, husband and wife,  
Route 1, Box 267, Shelbyville, KY 40065

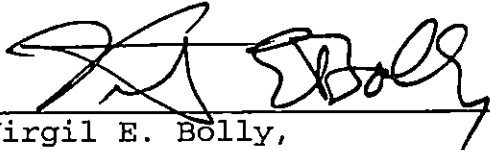
The undersigned petitioner respectfully requests a variance to the Zoning ordinance of the Town of Sellersburg, Sections 4.2.3 Variance of Use, and 4.3 Grant of Variance, to allow the operation of a vending machine service and storage business at 200 Sellers Avenue, in Sellersburg, Clark County, Indiana, described as follows:

Lot Number Thirty-one (31) in the Scheller Park  
Addition to the Town of Sellersburg, Indiana.

Specific Reason for requesting variance:

To allow the operation of a vending machine service and storage at the above address, and will exclude retail sales.

Dated and signed by petitioner at Sellersburg, Clark County, Indiana, this 1st day of October, 1999.



---

Virgil E. Bolly,  
Attorney for Petitioners

Petition Prepared by:  
Virgil E. Bolly  
Attorney for Petitioner

c:\client\re\variance\petition



October 10, 1999

Sellersburg Board of Zoning Appeals  
316 East Utica Street  
Sellersburg IN 47172

Board Members:

As of today's date the only petition that I have received for Monday October 18, 1999's Zoning Appeals Board meeting is a petition from Sanford and Linda Scarce in regards to their property located at 200 Sellers Avenue in Sellersburg IN. At the present time this structure is home to a sausage plant.

Once again if you have any questions feel free to contact me at 246-7239.

Sincerely,

Boyce Adams

**NOTICE OF PUBLIC HEARING  
FOR THE BOARD OF PLAN COMMISSION**

**October 1999**

**Dear Adjacent Property Owner,**

**Notice is hereby given that an application has been filed with the Planning Commission of the Town of Sellersburg, Indiana for a commercial subdivision plat.**

**Legal Description of Premises Affected: Part of Survey #89 of the Illinois Grant, being a portion of that property between U. S. Highway #31 and Jesse Ballew Industrial Park.**

**Description of action requested: Approval of a preliminary plat.**

**The application and file on this matter is available for public inspection during the regular working hours at the Building Commissioner's office in the Fire Department Building at 426 E. Utica Street, Sellersburg, Indiana, until two days prior to the hearing date.**

**A public hearing will be held by the Planning Commission on Monday, October 18, 1999, at 6:00 PM in the Town Hall at 316 East Utica Street, Sellersburg, Indiana, at which time all interested persons will be given the opportunity to be heard in reference to the matter set out in this application.**

APPLICATION NO. \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_

APPLICATION FOR PRELIMINARY PLAT APPROVAL TO TOWN OF SELLERSBURG  
PLANNING COMMISSION AND TOWN COUNCIL

NAME OF APPLICANT Bringham Properties, LLC

ADDRESS 2100 Gardner Lane, Suite #207, Louisville, Ky. 40205

PHONE NUMBER (Dennis Ott Co, Inc.) (812) 948-0500

SUBDIVIDER'S REPRESENTATIVE AND REGISTERED LAND SURVEYOR

NAME: DENNIS OTT COMPANY, INC. PAUL PRIMAVERA

ADDRESS: 2515 LINCOLN DRIVE, SUITE C P. O. BOX 123

CLARKSVILLE, INDIANA 47131-2367 CORYDON, INDIANA 47112

PHONE: (812) 948-0500 (812) 738-4124

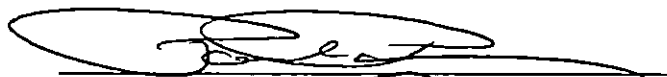
I hereby make application for preliminary plat approval and certificate of approval of the following described commercial subdivision in accordance with the provisions of the Comprehensive Plan and the Subdivision Control Ordinance. I am the owner (or authorized agent) of the real estate included in said subdivision.

(Legal description attached hereto)

Area in acres 13,580

Date of Commission hearing October 18, 1999

Fee of \$ \_\_\_\_\_ received from applicant.

  
Signature of Applicant/Agent

10-8-99  
Date

STATE OF INDIANA,  
COUNTY OF CLARK—SS

Liz Baumgardner, on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for one time . . . . . to-wit: In issue of said Evening News dated Oct. 8, 1999 . . . . .

*Liz Baumgardner*  
.....

State of Indiana

County of Clark

Subscribed and sworn to before me this

8<sup>TH</sup> day of October 1999

*Jean Galligan*  
.....

Notary Public, Clark County, Indiana

My commission expires September 9, 2006

LEGAL NOTICE

A public hearing will be held on Monday, October 18, 1999, at 6:00 PM, local time by the Sellersburg planning Commission at the Sellersburg Town Hall for the purpose of approval of a Preliminary Plat for a Commercial Subdivision on property in Illinois Grant #89 described as follows:

Commencing at a stone found marking the East corner of Survey #89 of said grant, thence with the South line of said grant, South 54°56'34" West 2475.50 feet to a stone found as called for in Deed Drawer 30, Instrument #10854, this being the point of beginning, thence continuing with said line South 54°56'34" West 785.63 feet to a point on the Eastern right of way of the Louisville & Indiana Railway, thence with said right of way North 07°32'03" West 1698.14 feet, thence leaving said right of way South 35°05'30" East 1505.95 feet, to the point of beginning, containing 13.580 Acres, more or less.

Publication Fee \$ 3000 . . . . .

**PAUL PRIMAVERA & ASSOCIATES, INC.**  
REGISTERED ENGINEERS & LAND SURVEYORS  
301 EAST CHESTNUT ST., CORYDON



P.O. BOX 123  
CORYDON, INDIANA 47112

PHONE (812) 738-4124  
FAX (812) 738-6740

A public hearing will be held on Monday, October 18, 1999, at 6:00 PM, local time by the Sellersburg Planning Commission at the Sellersburg Town Hall for the purpose of approval of a Preliminary Plat for a Commercial Subdivision on property in Illinois Grant #89 described as follows:

Commencing at a stone found marking the East corner of Survey #89 of said grant, thence with the South line of said grant, South  $54^{\circ}-56'-34''$  West 2475.50 feet to a stone found as called for in Deed Drawer 30, Instrument #10854, this being the point of beginning, thence continuing with said line South  $54^{\circ}-56'-34''$  West 785.63 feet to a point on the Eastern right of way of the Louisville & Indiana Railway, thence with said right of way North  $07^{\circ}-32'-03''$  West 1698.14 feet, thence leaving said right of way South  $35^{\circ}-05'-30''$  East 1505.95 feet, to the point of beginning, containing 13.580 Acres, more or less.

## **BOARD OF ZONING APPEALS**

**NOVEMBER 15, 1999**

The Board of Zoning Appeals met on November 15, 1999, at 6:00p.m. at the Sellersburg Town Hall. Rodeny Pate chaired tonight's meeting.

**THE FOLLOWING MEMBERS WERE PRESENT: Rodney Pate, Francis Conroy Ken Hecker, Charlie Ridenour, Charlie Popp, Benita Pate, Secretary, and Boyce Adams, the Sellersburg Building Inspector.**

Clair Patenaude was representing Sellersburg Station, L.L.C. tonight who would like to obtain a variance from the town's sign height requirements.

Clair Patenaude presented to the board's secretary the return receipts received from the letters that were sent to the adjoining property owners and the ad that was run in the local newspaper.

The property is located at 360 Triangle Drive, at Highway 311 and I-65 Exit 9, Sellersburg, Indiana.

Specific reason for requesting variance: To allow one free standing support structure that will accommodate two signs, and the height of which will not exceed 125.0 feet as follows:

- A. The uppermost sign to be approximately 22 feet wide and 14 feet high with a square footage not to exceed 308 square feet.
- B. A sign below the above sign approximately 20 feet wide and 12 feet high with a square footage not exceed 240 square feet.

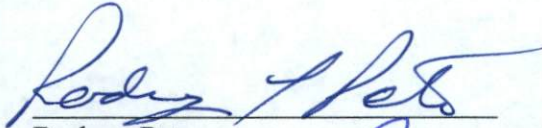
Charlie Ridenour made a motion to approve the sign request variance to allow one free standing support structure that will accommodate two signs, and the sign will not exceed 125.0 feet as described above. The motion was seconded by Ken Hecker. All members present, voted in favor of the motion.

Charlie Ridenour made a motion to approve the minutes of the October 18, 1999 meeting. It was seconded by Francis Conroy. All members present, voted in favor of the motion.

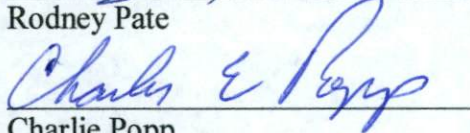
Francis Conroy made a motion to adjourn the meeting and it was seconded by Charlie Popp. All members present, voted in favor of the motion.

Submitted by: Benita Pate

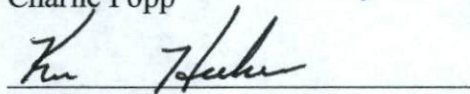
Board of Zoning Appeals  
November 15, 1999  
Page 2



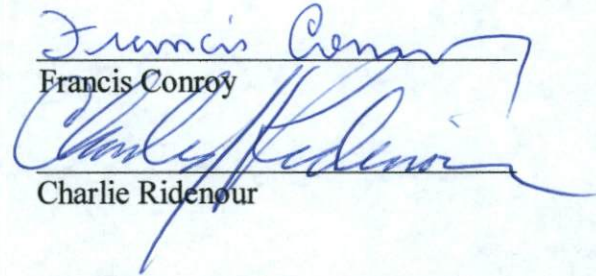
Rodney Pate



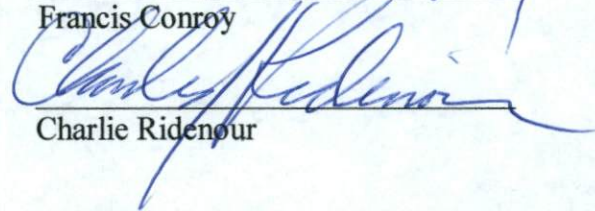
Charlie Popp



Ken Hecker



Francis Conroy



Charlie Ridenour

Benita Pate, Secretary

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**Minutes**

1 message

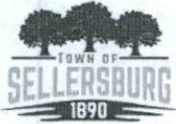
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**Stacia Franklin** <sfranklin@sellensburg.org>  
To: Michelle Miller <sellensburgclerk@gmail.com>

Thu, Apr 22, 2021 at 10:31 AM

Michelle,

Can you please send me the minutes from the November 15, 1999 BZA meeting, as well as any documentation pertaining to the petition filed by Sellersburg Station LLC for that meeting? Thanks!



Stacia Franklin  
Planning Director  
Floodplain Administrator  
Town of Sellersburg  
P: 812-246-3821, ext. 226  
E: sfranklin@sellensburg.org



BEFORE THE TOWN OF SELLERSBURG  
BOARD OF ZONING APPEALS

In the Matter of the Petition of:  
SELLERSBURG STATION, L.L.C.

The undersigned petitioner respectfully requests a variance to the Zoning ordinance of the Town of Sellersburg, Section 2.15.4 - ON - PREMISES SIGNS, (2) (b) (iii) with respect to a sign to be installed between the I-65 North bound exit ramp at Exit 9 and the old Triangle Drive (now closed).

Local address of property is: 360 Triangle Drive, at Highway 311 and I-65 Exit 9, Sellersburg, Indiana; said real estate being described as follows, to-wit:

Being a part of Survey #110 of the Illinois Grant, Town of Sellersburg, Clark County, Indiana, more particularly described as follows: Commencing at an iron pin marking the intersection of the Eastern right of way line of Interstate Highway #65 (North bound exit ramp) and the Western right of way line of Old U.S. Highway #31-West as called for in Deed Drawer #18, Instrument #4043, Deed Drawer #13, Instrument #290, and Deed Drawer 16 instrument #8441, thence with the Eastern right of way line of Interstate Highway #65 North 27 deg. 59' 04" East 374.68 feet, thence North 15 deg. 31' 37" East 15.49 feet to a #5 reinforcing bar with a plastic cap stamped "Primavera S0131" hereafter referred to as a capped reinforcing bar, this being the point of beginning, thence continuing with said right of way North 15 deg. 31' 37" East 193.35 feet to an iron pin found at the Southwest corner of Tract C as called for in Deed Drawer #1, Instrument #2170, thence continuing with said right of way North 15 deg. 58' 04" East 70.61 to a capped reinforcing bar, thence leaving said right of way and crossing an existing roadway South 68 deg. 44' 37" East 267.56 feet to a capped reinforcing bar, thence South 22 deg. 14' 02" West 72.21 feet, to a capped reinforcing bar, thence South 26 deg. 26' 44" West 68.73 feet, to a capped reinforcing bar, thence South 29 deg. 57' 16" West 52.29 feet to a capped reinforcing bar, thence South 34 deg. 07' 38" West 57.78 feet, to a capped reinforcing bar, thence South 36 deg. 50' 52" West 48.13 feet to a capped reinforcing bar, thence South 39 deg. 13' 34" West 45.22 feet to a capped reinforcing bar, thence crossing said existing roadway North 16 deg. 08' 25" West 50.54 feet to a capped reinforcing bar, thence North 56 deg. 01' 31" West 159.82 feet to the point of beginning, containing 1.600 acres, more or less. But subject to and including a 24.00 feet access easement off the Southeastern side of the above described tract.

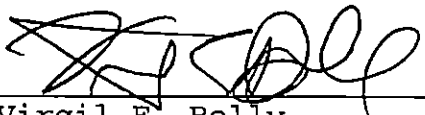
Specific Reason for requesting variance:

To allow free standing signs, the height of which will not exceed 125.0 feet as follows:

- A. The uppermost sign to be approximately 22 feet wide and 14 feet high with a square footage not to exceed 308 square feet.
- B. A sign below the above sign approximately 20 feet wide and 12 feet high with a square footage not to exceed 240 square feet.

Please explain: Sign heights are necessary for visibility from I-65 both North and South.

Dated and signed by petitioner at Sellersburg, Clark County, Indiana, this 1st day of November, 1999.

  
\_\_\_\_\_  
Virgil E. Bolly,  
Attorney for Petitioner


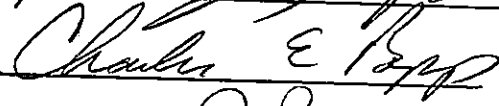
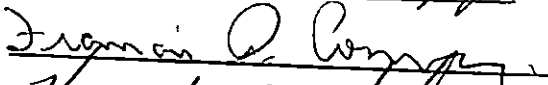
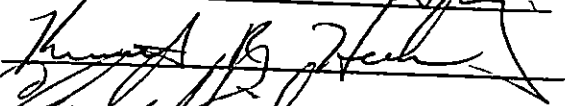
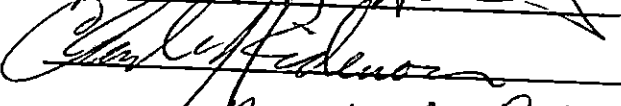

SELLERSBURG STATION, L.L.C.

By:   
\_\_\_\_\_  
Clair Patenaude

Petition Prepared by:  
Virgil E. Bolly  
Attorney for Petitioner

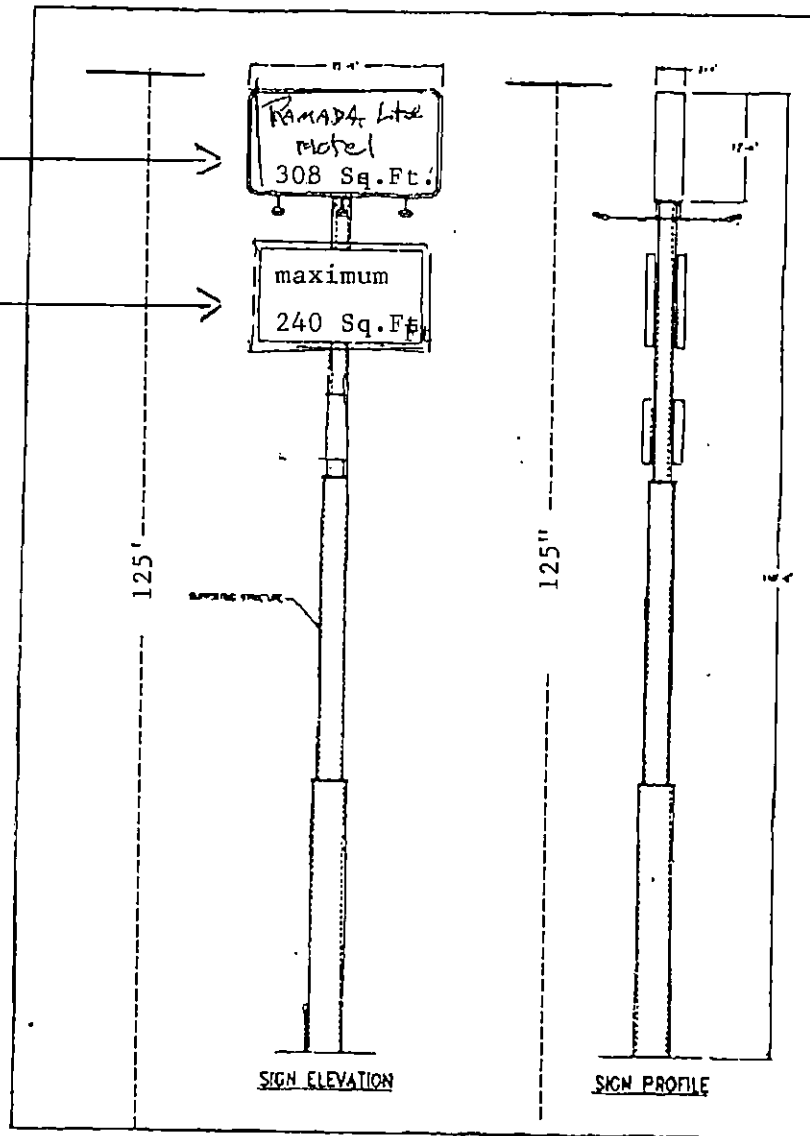
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11-15-99

Pres.   
  
  
  
  
Sec. 

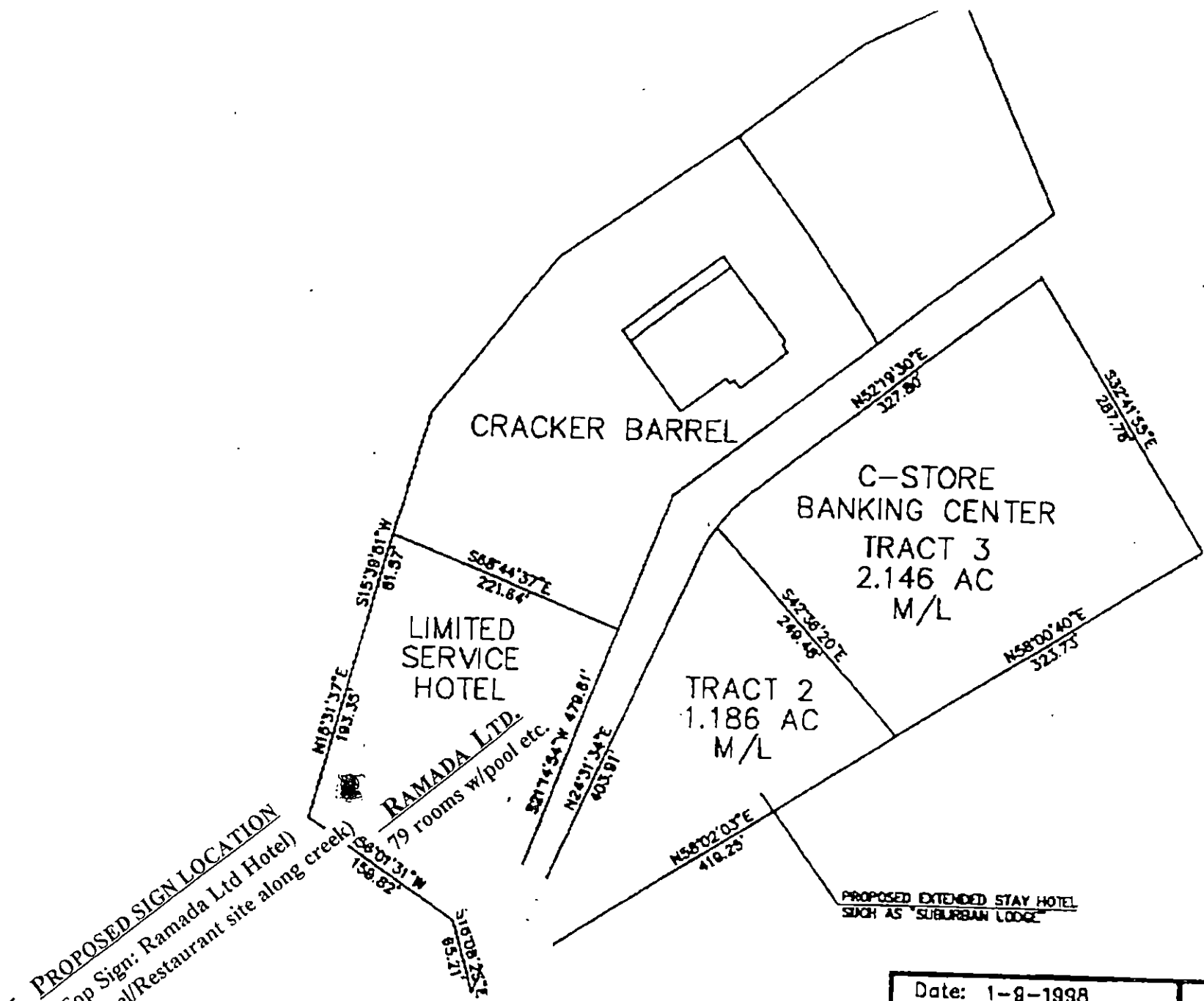
Each side of face of sign  
will be a maximum of  
308 Sq.Ft. for Ramada (top)

240 Sq.Ft. max. 2nd sign



approx. size  
of Ramada Sign  
22' long x 14' high  
(not to exceed  
308 sq.ft)

approx size of  
second sign  
12' high  
20' long  
(NOT to exceed  
240 sq ft)



**PROPOSED SIGN LOCATION**  
(Top Sign: Ramada Ltd Hotel)  
(2nd Sign: Hotel/Restaurant site along creek)

PROPOSED EXTENDED STAY HOTEL  
SUCH AS SUBURBAN LODGE

Date: 1-8-1998  
Job No. 97-6603  
Drwn By: PEP

LAND SURVEY  
**PRIMAVERA AND .**  
**INCORPOR.**  
ENGINEERS

TOWN OF SELLERSBURG  
BOARD OF ZONING APPEALS

LEGAL NOTICE

Notice is hereby given that Sellersburg Station, L.L.C., has filed a petition with the Town of Sellersburg Board of Zoning Appeals, requesting a variance in accordance with Zoning Ordinance of the Town of Sellersburg, Section 2.15.4 - ON - PREMISES SIGNS, (2) (b) (iii) to erect two signs on a pole not to exceed 125.0 feet high in Sellersburg, Clark County, Indiana.

The street address of the property which is the subject of this petition is 360 Triangle Drive, at Highway 311 and I-65 Exit 9, Sellersburg, Indiana; said real estate being described as follows, to-wit:

Being a part of Survey #110 of the Illinois Grant, Town of Sellersburg, Clark County, Indiana, more particularly described as follows: Commencing at an iron pin marking the intersection of the Eastern right of way line of Interstate Highway #65 (North bound exit ramp) and the Western right of way line of Old U.S. Highway #31-West as called for in Deed Drawer #18, Instrument #4043, Deed Drawer #13, Instrument #290, and Deed Drawer 16 instrument #8441, thence with the Eastern right of way line of Interstate Highway #65 North 27 deg. 59' 04" East 374.68 feet, thence North 15 deg. 31' 37" East 15.49 feet to a #5 reinforcing bar with a plastic cap stamped "Primavera S0131" hereafter referred to as a capped reinforcing bar, this being the point of beginning, thence continuing with said right of way North 15 deg. 31' 37" East 193.35 feet to an iron pin found at the Southwest corner of Tract C as called for in Deed Drawer #1, Instrument #2170, thence continuing with said right of way North 15 deg. 58' 04" East 70.61 to a capped reinforcing bar, thence leaving said right of way and crossing an existing roadway South 68 deg. 44' 37" East 267.56 feet to a capped reinforcing bar, thence South 22 deg. 14' 02" West 72.21 feet, to a capped reinforcing bar, thence South 26 deg. 26' 44" West 68.73 feet, to a capped reinforcing bar, thence South 29 deg. 57' 16" West 52.29 feet to a capped reinforcing bar, thence South 34 deg. 07' 38" West 57.78 feet, to a capped reinforcing bar, thence South 36 deg. 50' 52" West 48.13 feet to a capped reinforcing bar, thence South 39 deg. 13' 34" West 45.22 feet to a capped reinforcing bar, thence crossing said existing roadway North 16 deg. 08' 25" West 50.54 feet to a capped reinforcing bar, thence North 56 deg. 01' 31" West 159.82 feet to the point of beginning, containing 1.600 acres, more or less. But subject to and including a 24.00 feet access easement off the Southeastern side of the above described tract.

All persons are hereby notified that a public hearing will be held on Monday, November 15, 1999, at 6:00 o'clock P.M., in the Meeting Room of the Sellersburg Town Hall, 316 E. Utica Street, Sellersburg, IN 47172, to consider said request.

A copy of the petition is available for inspection at the Town Hall Mondays thru Fridays 9:00 a.m. to 4:00 p.m. Written objections that are filed prior to the hearing with the Inspection will be considered. Oral comments will be heard at the public hearing. The hearing may be continued from time to time as found necessary.

Dated this 1st day of November, 1999.



President, Town of Sellersburg  
Board of Zoning Appeals

To be published in the Evening News ten days prior to meeting date.

C:\client\relvariance\sbbrugstation\legal.notice

# Sellersburg Fire Department

P.O. Box 82  
Sellersburg In. 47172  
(812) 246-7239 (812) 246-7233  
Fax: (812) 246-7240 e:mail fireems@thepoint.net

October 13, 1999

Sellersburg Town Council  
316 East Utica Street  
Sellersburg IN 47172

Gentlemen:

In regards to the question of main sizing at the Sellersburg Station Project I feel that the following items need to be considered.

1. The question that first comes to mind is "are we looking out for the welfare of the public or are we just trying to keep from looking inept. This question comes to mind due to Mr. Alexander's statement from October 11, 1999's meeting in which he stated- *"I mean, I would like to have this resolved, I mean the worse part of it, it looks bad on myself, Because, we sat down and we spent close to 3 or 4 months putting this thing together for them to come to the point where they are ready to lay stone and then all of the sudden they say well wait a minute you all got to do something. I mean, that makes us look bad, because I thought we were very thorough as far as what we did when we did it."*

2. With this in mind I ask you to consider the following information:

According to The American Water Works Association's introduction to water distribution principles and practices of water supply operations the determining factor in sizing water mains is usually the need for fire protection. Insurance experts recommend that High Value districts have **minimum** pipe sizes of 8-12 inches.

It would appear to me that the proposed nature of the occupancies in this development would have to be considered a "High Value" district both due to the cost of the structures and to the number of people that can reasonably be expected to be found in these establishments.

Recommendations found in various NFPA documents recommend that no dead end main over 600 feet long be less than 10" in diameter. This installation measures a minimum of 689 feet from the tap at Triangle and New Albany to the fire hydrant at Cracker Barrel

The installation of water mains in the fashion that is currently in place at Sellersburg Station is shown in the AWWA water distribution book as a tree system, this type of system has a multitude of inherent problems, among them are main breaks at any point prior to the connection to the trunk results in a large number of customers being out of water, where a looped system allows the affected area to be isolated and other customers will continue to have water (provided that adequate valving is installed during construction). A looped system will reduce the possibility that water taken from the system during fire ground operations will cause the residual pressure in the area to fall below 20 p.s.i. thereby reducing the possibility that your customers will be forced to boil their water prior to using it after a fire hydrant has been used.

The statement was brought up at the October 11, 1999 meeting, that the water line in question was being fed by a looped 6" main, while this may be true there are other factors that need to be considered in our deliberations. The Schellers avenue tank is the main water source for the town and is constructed at the same ground height as the tank on highway 60 however the elevation of the Schellers avenue tank is greater than the elevation of the highway 60 tank improving the likelihood that more water flows away from town than is brought towards it through the line in question. This information is derived from a discussion that I had with your water superintendent on Tuesday October 12, 1999. As I stated in the October 11, meeting the C-factor or smoothness coefficient of a pipe will greatly impact its ability to carry water. In a table found in AWWA introduction to water distribution, the C-factor for Cast Iron Pipe that is 20 years old is 100 and the C-factor for Plastic pipe is 140+, additionally tuberculation will have a negative impact on this pipes ability to move large amounts of water. The higher the number the more water the pipe is capable of carrying.

Let me reiterate that this is not a question of two 6" mains being used to supply one 8" main as some people apparently believe, but it is a situation where the single 6" water main that runs along 311 from Sellersburg to the end of the system at 7110 highway 311 was tapped near the intersection of Triangle drive and New Albany Street. This system does have a water supply near either end, but with the age of the line, the size of the line, the customers being supplied by this line, the perceived inability of the line to transmit water as well as it did when it was first installed, and the distance that it is covering I fail to see how this configuration can be construed as having two 6" water mains feeding this development.

With these facts in mind it would seem that there is not much of a chance that this 6" line feeding the area in question will supply the amount of water that will be available through a new 8" main regardless of its construction. IE cast iron, PVC, Ductile- all of which have a higher C-factor than this age pipe.

We are all aware of the problems that we have with water supply in Hill and Dale, Creston, Forrest Estates and various other locations in and around town. It would be extremely shortsighted of us at this stage in the game to make the same decisions again and reduce the potential future growth in this area.

Last but not least NFPA 13 and 24 documents that will come into consideration in the construction of this facility both state that the system must be accepted by the authority having jurisdiction. As was stated earlier in a letter from Chief Ball, and by myself on various occasions we are not willing to accept the systems regulated by these two documents with the water supply that is currently in place at this development.

If you have any questions feel free to contact me at 246-7239.

Respectfully,

Boyce Adams  
Inspector/Deputy Chief



**AGREEMENT BETWEEN THE TOWN OF SELLERSBURG AND THE HARRISON  
GROUP FOR THE DEVELOPMENT OF CERTAIN COMMERCIAL PROPERTY  
IN THE TOWN OF SELLERSBURG**

WITNESSETH, that the Town of Sellersburg ("Town"), by and through its Town Council, and the Harrison Group, by and through its duly authorized representative, John Beams, have on this 28th day of July, 1997, entered into the following Agreement for the development of certain property within the municipal limits of the Town.

It is expressly agreed by the aforementioned parties that the purpose of the herein Agreement is to outline and define the respective duties, responsibilities and commitments of each party.

WHEREAS, the Harrison Group has represented to the Town that the Harrison Group is involved in negotiations for the purchase of various parcels of real property located in the Town for the purpose of the development of various commercial businesses, including a Cracker Barrel Restaurant and a hotel; and

WHEREAS, the Harrison Group has represented to the Town that its construction and development of said commercial businesses is contingent upon the area of development receiving certain services, including water and sanitation sewer, as well as other benefits and incentives which the Town is capable of providing to the developer, Harrison Group; and

WHEREAS, the Town desires the development of new commercial businesses within the Town; and

WHEREAS, the Town has it within its powers as authorized by state law and local ordinance to provide the services, benefits and incentives requested by the Harrison Group for said commercial development; and

WHEREAS the Town desires and agrees to provide to the Harrison Group the various services, benefits and incentives to effect said commercial development; and

WHEREAS, the Town believes that said commercial development is in the best interest of the Town, and will result in numerous benefits to the Town, including but not limited to, employment opportunities for the Town's citizens, an additional consumer base and tax revenue for the Town.

BE IT THEREFORE AGREED that in consideration for the commercial development as proposed by the Harrison Group the Town will provide services, benefits and incentives under the terms and conditions set forth below:

1. The Town agrees to approve the realignment of Triangle Drive as set forth in Exhibit A attached hereto and incorporated herein. The Town shall pay the cost of the asphalt required to accomplish the proposed realignment of Triangle Drive. All other costs associated with the realignment of Triangle Drive shall be at the expense of the Harrison Group.

2. The Town agrees that in the event the Harrison Group subsequently acquires two additional properties for commercial development, identified as the Taylor and Andres properties, the Town will conditionally approve the closure of Triangle Drive, if requested by the Harrison Group, beginning at the Southwest property line of the Taylor and Andres properties. The Harrison Group shall provide for ingress and egress to the Dairy Queen Restaurant and the adjacent office building, which shall remain open and unobstructed, and in no way shall there be impediment to flow of traffic to and from said businesses.

3. The Town shall not take any action to close Triangle Drive if the Taylor and Andres properties are not subsequently purchased or acquired by the Harrison Group.

4. The Town agrees to provide water and sanitation sewer service to the area of development. The sanitation sewer tap-in fee to be assessed for the Cracker Barrel Restaurant shall be Twelve Thousand Dollars (\$12,000.00). The sanitation sewer tap-in fee to be assessed for the hotel shall be Eight Thousand Dollars (\$8,000.00), based on a total of Twenty Thousand (20,000) gallons per day.

5. The sanitation sewer-tap in fees set out above shall be paid within five (5) months of the date of the execution of this agreement. If the Harrison Group fails to make payment of the sanitation sewer tap-in fees within the five (5) month time period the Town's current schedule of sanitation sewer tap-in fees shall be applied to determine the total sanitation sewer tap-in fees to be assessed and paid by the Harrison Group to the Town.

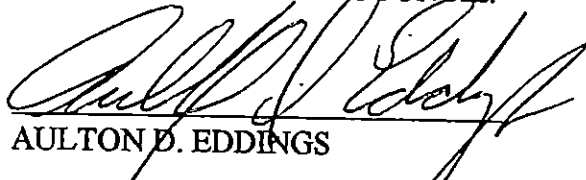
6. If a sanitation sewer upgrade is required for the hotel development, the parties hereby agree the Harrison Group or the hotel owner shall pay the full costs of any required upgrade. Negotiations for sanitation sewer upgrade costs shall be between the Harrison group

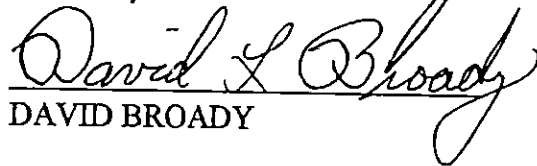
and the hotel owner only. Any such negotiations or breakdown in said negotiations between the Harrison Group and the hotel owner shall in no way affect the remaining provisions of the herein Agreement.

7. Upon the submission of a proper application for tax abatement under I.C. 6-1.1-12.1-4 and I.C. 6-1.1-12.1-4.5 by the Harrison Group or the owner of the hotel, the Town shall authorize and approve a tax abatement for real property for a period of six (6) years and a tax abatement for personal property of five (5) years.

EXAMINED AND APPROVED ON THIS 20<sup>th</sup> DAY OF JULY, 1997.

SELLERSBURG TOWN COUNCIL:


  
AULTON D. EDDINGS

  
DAVID BROADY

HARRISON GROUP:

\_\_\_\_\_  
JOHN BEAMS, HARRISON GROUP  
REPRESENTATIVE

\_\_\_\_\_  
JEFF FIFER, HARRISON GROUP  
ATTORNEY

~~\_\_\_\_\_~~  
  
GARRY FENNER

*Absent*  
\_\_\_\_\_  
KEN ALEXANDER

  
WILLIAM VOYLES

  
WILLIAM P. McCALL III  
SELLERSBURG TOWN ATTORNEY

TOWN OF  
SELLERSBURG  
BOARD OF  
ZONING APPEALS  
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Dated this 1st day of November, 1999.  
/s/Rodney Pate  
President, Town  
of Sellersburg  
Board of Zoning Appeals

Publicati

STATE OF INDIANA,  
COUNTY OF CLARK—SS

*Liz Baumgardner*, on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for *one time* to-wit: In issue of said Evening News dated *November 5, 1999*

*Liz Baumgardner*

State of Indiana

County of Clark

Subscribed and sworn to before me this

*5TH* day of *November* 19*99*

*Jana Galbin*

Notary Public, Clark County, Indiana

My commission expires *September 9, 2006*

# THE EVENING NEWS

NEWSPAPER HOLDING, INC.

P.O. Box 867 221 Spring Street  
JEFFERSONVILLE, INDIANA 47131-0867  
812-283-6636

A 13215

## INVOICE

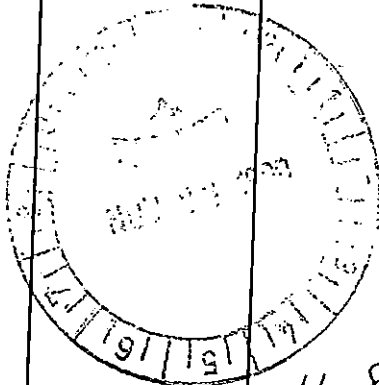
*Virgil Bailey, Atty*  
*P.O. Box 73*  
*Sellersburg, IN 47172*  
*legals*

TERMS  
NET 10 DAYS

PLEASE RETURN THIS STUB WITH YOUR CHECK

\*A 1 1/2% per month finance charge will be added on balance 30 days past due-18% annual rate.\*

DATE	REFERENCE	REFERENCE CHARGES	CHARGES	CREDITS	BALANCE
BALANCE FORWARDED					
<i>November 5, 1999</i>	<i>Legal Notice re: Sellersburg Station, LLC petition for variance.</i>	<i>73<sup>83</sup></i>		<i>73<sup>83</sup></i>	<i>73<sup>83</sup></i>
PAY LAST BALANCE LISTED					



*11-8-99*  
*Oct 6700*  
*CP# 1100*



WHITE - CUSTOMER

CANARY - FILE

PINK - FILE

Adjoining property owners:

1. Robert W. Smith and  
John M. Cole  
320 Triangle Drive  
Sellersburg, IN 47172

2. Cracker Barrel Old Country Store, Inc.  
307 Hartman Drive  
Lebanon, TN 37087

3. Sellersburg Station, LLC  
P. O. Box 867  
Corydon, IN 47112

4. John Mongold  
7000 Lake Drive  
Sellersburg, IN 47172

5. Fifth Third Bank of KY, Inc.  
401 S. Fourth Avenue  
Louisville, KY 40202

6. C. R. Allison  
P O. Box 88  
Sellersburg, IN 47172

7. McMahan & Assoc., LLC  
P. O. Box 20206  
Louisville, KY 40250

8. O'Neal & Associates, LLC  
516 S. Indiana Avenue  
Sellersburg, IN 47172

9. G & G Properties  
P. O. Box 2087  
Clarksville, IN 47129

c:\client\re\variance\sburgstation\adjoiningowners

**SENDER:**  
 ■ Complete items 1 and/or 2 for additional services.  
 ■ Complete items 3, 4a, and 4b.  
 ■ Print your name and address on the reverse of this form so that we can return this card to you.  
 ■ Attach this form to the front of the mailpiece, or on the back if space does not permit.  
 ■ Write "Return Receipt Requested" on the mailpiece below the article number.  
 ■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):  
 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
 G & G Properties  
 P.O. Box 2087  
 Clarksville, TN 37029

4a. Article Number: 2425 405 305  
 4b. Service Type:  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD  
 7. Date of Delivery: 11/19/99

5. Received By: (Print Name)  
 Cathy Clark

6. Signature: (Addressee or Agent)  
 Cathy Clark

8. Addressee's Address (Only if requested and fee is paid)

102595-98-B-0229 Domestic Return Receipt  
 PS Form 3811, December 1994

Thank you for using Return Receipt Service.

**SENDER:**  
 ■ Complete items 1 and/or 2 for additional services.  
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 1.  Addressee's Address  
 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
 McMahon & Associates, LLC  
 P.O. Box 20206  
 Louisville, Ky 40256

4a. Article Number: 2425 405 306  
 4b. Service Type:  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD  
 7. Date of Delivery: 11/19/99

5. Received By: (Print Name)  
 Cathy Clark

6. Signature: (Addressee or Agent)  
 Cathy Clark

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 2.  Restricted Delivery  
 Consult postmaster for fee.

3. Article Addressed to:  
 C. R. Allison  
 P.O. Box 88  
 Seneca, TN 37177

4a. Article Number: 2425 405 307  
 4b. Service Type:  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD  
 7. Date of Delivery: 11/19/99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)  
 Barbara Davis

8. Addressee's Address (Only if requested and fee is paid)

102595-98-B-0229 Domestic Return Receipt  
 PS Form 3811, December 1994

Thank you for using Return Receipt Service.

**SENDER:**  
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 Consult postmaster for fee.

3. Article Addressed to:  
 Cracker Barrel Old Country Store, Inc.  
 307 Hartman Drive  
 Lebanon, TN 37087

4a. Article Number: 2425 405 311  
 4b. Service Type:  
 Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD  
 7. Date of Delivery: 11/19/99

5. Received By: (Print Name)

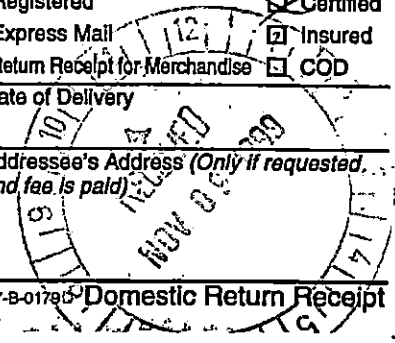
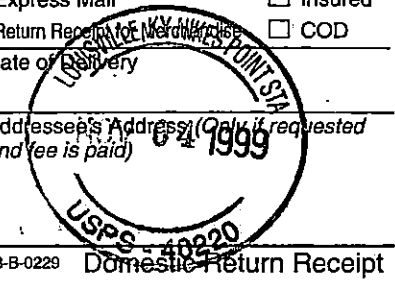
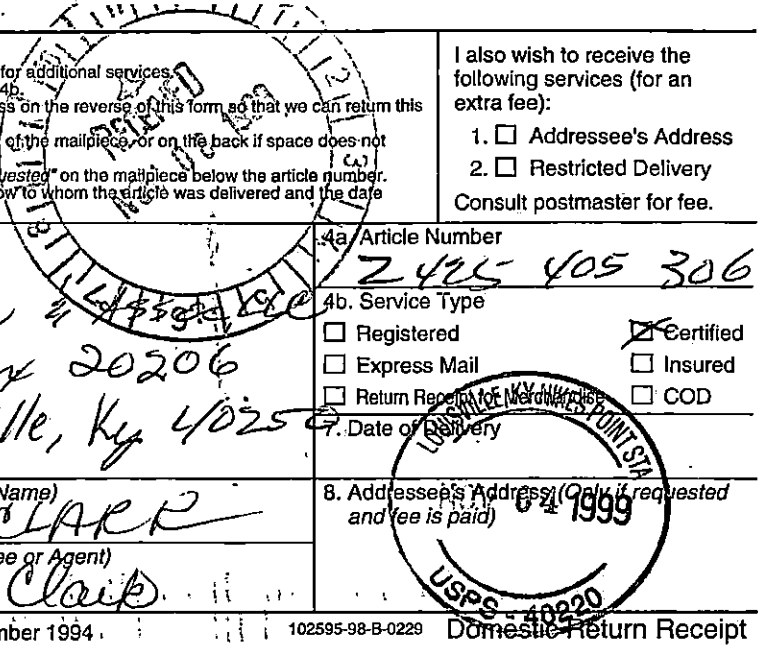
6. Signature: (Addressee or Agent)  
 Barbara Davis

8. Addressee's Address (Only if requested and fee is paid)

102595-97-B-01795 Domestic Return Receipt  
 PS Form 3811, December 1994

Is your RETURN ADDRESS completed on the reverse side?

Is your RETURN ADDRESS completed on the reverse side?





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- Complete items 1 and/or 2 for additional services.
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1.  Addressee's Address  
2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

ONEAL & ASSOCIATES LLC  
516 S. IADIANA AVE  
Sellersburg, IN  
47172

4a. Article Number

2 425 405 304

4b. Service Type

- Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery

11/4/99

5. Received By: (Print Name)

D.L. Dean

6. Signature: (Addressee or Agent)

X *D.L. Dean - agt.*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address  
2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Sellersburg Station  
P.O. Box 867  
Corydon, IN 47172

4a. Article Number

2 425 405 310

4b. Service Type

- Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery

11/6/99

5. Received By: (Print Name)

Sellersburg Station  
Bryant Patterson

6. Signature: (Addressee or Agent)

X *Bryant Patterson*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
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- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address  
2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

FIFTH THIRD BANK  
OF KENTUCKY, INC.  
401 S. FOURTH AVE.  
Louisville, Ky 40202

4a. Article Number

2 425 405 308

4b. Service Type

- Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery

11-3-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X *Deis A Mum*

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

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Is your RETURN ADDRESS completed on the reverse side?

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I also wish to receive the following services (for an extra fee):

1.  Addressee's Address  
2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Robert W. Smith and  
John M. Cole  
320 Triangle Dr.  
Sellersburg, IN 47172

4a. Article Number

2 425 405 312

4b. Service Type

- Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery

11/3/99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

8. Addressee's Address (Only if requested and fee is paid)

Receipt

Is your RETURN ADDRESS completed on the reverse side?

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I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
  - 2.  Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:

JOHN MORGOLD  
 9000 LAKE Drive  
 SELEERSBURG, IN  
 47172

4a. Article Number  
 Z 425 405 309

4b. Service Type

Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery  
 PH 11-3-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X *Xusi Ley*

Thank you for using Return Receipt Service.

TOWN OF SELLERSBURG  
BOARD OF ZONING APPEALS

LEGAL NOTICE

Notice is hereby given that Sellersburg Station, L.L.C., has filed a petition with the Town of Sellersburg Board of Zoning Appeals, requesting a variance in accordance with Zoning Ordinance of the Town of Sellersburg, Section 2.15.4 - ON - PREMISES SIGNS, (2) (b) (iii) to erect two signs on a pole not to exceed 125.0 feet high in Sellersburg, Clark County, Indiana.

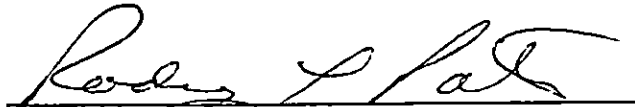
The street address of the property which is the subject of this petition is 360 Triangle Drive, at Highway 311 and I-65 Exit 9, Sellersburg, Indiana; said real estate being described as follows, to-wit:

Being a part of Survey #110 of the Illinois Grant, Town of Sellersburg, Clark County, Indiana, more particularly described as follows: Commencing at an iron pin marking the intersection of the Eastern right of way line of Interstate Highway #65 (North bound exit ramp) and the Western right of way line of Old U.S. Highway #31-West as called for in Deed Drawer #18, Instrument #4043, Deed Drawer #13, Instrument #290, and Deed Drawer 16 instrument #8441, thence with the Eastern right of way line of Interstate Highway #65 North 27 deg. 59' 04" East 374.68 feet, thence North 15 deg. 31' 37" East 15.49 feet to a #5 reinforcing bar with a plastic cap stamped "Primavera S0131" hereafter referred to as a capped reinforcing bar, this being the point of beginning, thence continuing with said right of way North 15 deg. 31' 37" East 193.35 feet to an iron pin found at the Southwest corner of Tract C as called for in Deed Drawer #1, Instrument #2170, thence continuing with said right of way North 15 deg. 58' 04" East 70.61 to a capped reinforcing bar, thence leaving said right of way and crossing an existing roadway South 68 deg. 44' 37" East 267.56 feet to a capped reinforcing bar, thence South 22 deg. 14' 02" West 72.21 feet, to a capped reinforcing bar, thence South 26 deg. 26' 44" West 68.73 feet, to a capped reinforcing bar, thence South 29 deg. 57' 16" West 52.29 feet to a capped reinforcing bar, thence South 34 deg. 07' 38" West 57.78 feet, to a capped reinforcing bar, thence South 36 deg. 50' 52" West 48.13 feet to a capped reinforcing bar, thence South 39 deg. 13' 34" West 45.22 feet to a capped reinforcing bar, thence crossing said existing roadway North 16 deg. 08' 25" West 50.54 feet to a capped reinforcing bar, thence North 56 deg. 01' 31" West 159.82 feet to the point of beginning, containing 1.600 acres, more or less. But subject to and including a 24.00 feet access easement off the Southeastern side of the above described tract.

All persons are hereby notified that a public hearing will be held on Monday, November 15, 1999, at 6:00 o'clock P.M., in the Meeting Room of the Sellersburg Town Hall, 316 E. Utica Street, Sellersburg, IN 47172, to consider said request.

A copy of the petition is available for inspection at the Town Hall Mondays thru Fridays 9:00 a.m. to 4:00 p.m. Written objections that are filed prior to the hearing with the Inspection will be considered. Oral comments will be heard at the public hearing. The hearing may be continued from time to time as found necessary.

Dated this 1st day of November, 1999.



President, Town of Sellersburg  
Board of Zoning Appeals

To be published in the Evening News ten days prior to meeting date.

C:\client\relvariance\sbrugstation\legal.notice

# THE EVENING NEWS

NEWSPAPER HOLDING, INC.

P.O. Box 867 221 Spring Street  
JEFFERSONVILLE, INDIANA 47131-0867  
812-283-6636

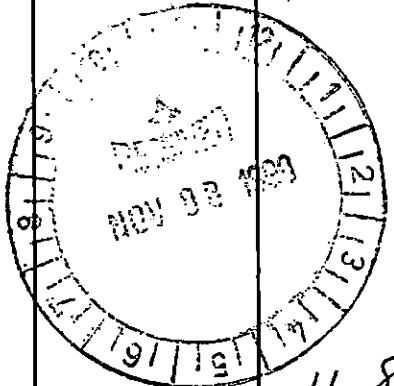
A 13215

## INVOICE

*Virgil Bailey, Atty*  
*P.O. Box 72*  
*Sellersburg, IN 47172*  
TERMS *Legals*  
NET 10 DAYS

PLEASE RETURN THIS STUB WITH YOUR CHECK

\*A 1 1/2% per month finance charge will be added on balances 30 days past due-18% annual rate.\*

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
		BALANCE FORWARDED		
<i>November 5, 1999</i>	<i>Legal Notice re: Sellersburg Station, LLC petition for variance.</i>	<i>73<sup>83</sup></i>	 <i>11-8-99</i> <i>acct 6700</i> <i>ch# 1100</i>	<i>73<sup>83</sup></i>

PAY LAST BALANCE LISTED

WHITE - CUSTOMER

CANARY - FILE

PINK - FILE

TOWN OF  
SELLERSBURG  
BOARD OF  
ZONING APPEALS  
LEGAL NOTICE

Notice is hereby given that Sellersburg Station, L.L.C., has filed a petition with the Town of Sellersburg Board of Zoning Appeals, requesting a variance in accordance with Zoning Ordinance Section 2.15.4 - ON - PREMISES SIGNS, (2) (b) (iii) to erect two signs on a pole not to exceed 125.0 feet high in Sellersburg, Clark County, Indiana.

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Dated this 1st day of November, 1999.  
/s/Rodney Pate  
President, Town  
of Sellersburg  
Board of Zoning Appeals

\$ 2383

STATE OF INDIANA,  
COUNTY OF CLARK - SS

Liz Baumgardner, on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for one time to-wit: In issue of said Evening News dated November 5, 1999

Liz Baumgardner

State of Indiana

County of Clark

Subscribed and sworn to before me this

5<sup>TH</sup> day of November 1999

Jane Gilson

Notary Public, Clark County, Indiana

My commission expires September 9, 2006

STATE OF INDIANA,  
COUNTY OF CLARK - SS

Liz Baumgardner, on oath says that she is book-keeper of the News & Journal and in the employ of the publisher of

*The Evening News, a daily*

newspaper of general circulation printed and published in the City of Jeffersonville, Clark County, State of Indiana, and further says that the annexed advertisement was published in said paper for one time to-wit: In issue of said Evening News dated Oct. 8, 1999

*Liz Baumgardner*

State of Indiana

County of Clark

Subscribed and sworn to before me this

8<sup>th</sup> day of October 1999

*Jana Galligan*

Notary Public, Clark County, Indiana

My commission expires September 9, 2006

TOWN OF  
SELLERSBURG  
BOARD OF  
ZONING APPEALS  
LEGAL NOTICE  
Notice is hereby given that Sandford C. Searce and Linda W. Searce, husband and wife, have filed a petition with the Town of Sellersburg Board of Zoning Appeals, requesting a variance in accordance with Zoning Ordinance of the Town of Sellersburg, Sections 4.2.3. Variance of Use, and 4.3 Grant of Variance, to allow the operation of a vending machine selling? Call Silver Creek  
THINKING OF Buying or  
\$149,000. 952-3286  
2.5 acres avail. Only  
1340 sq.ft. garage, add'l  
sellings. Very Private. Also  
2BA. lge. deck, vaulted  
20 min. from L'ville, 3BR,  
wooded 2.5 acre lot, only  
1900 sq.ft. home, on  
LANESVILLE, APPROX.

Publication Fee \$ 32.43

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
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- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

JOHN MONGOLD  
 9000 LAKE DRIVE  
 SETTEPESBURG, IN  
 47172

4a. Article Number

2 425 405 309

4b. Service Type

- Registered  Certified
- Express Mail  Insured
- Return Receipt for Merchandise  COD

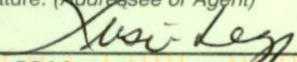
7. Date of Delivery

PH 11-3-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X 

Thank you for using Return Receipt Service.



UNITED STATES POSTAL SERVICE



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Postage & Fees Paid  
USPS  
Permit No. G-10

*Spurg Station*

• Print your name, address, and ZIP Code in this box •



*Virgil E. Bally, Atty*

*P.O. Box 72*

*Spensburg, In 47172*

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
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I also wish to receive the following services (for an extra fee):

1.  Addressee's Address
2.  Restricted Delivery

Consult postmaster for fee.

## 3. Article Addressed to:

Sellersburg Station  
P.O. Box 867  
Corydon, IN 47172

## 4a. Article Number

2425 405 310

## 4b. Service Type

- |   |   |
|---|---|
| <input type="checkbox"/> Registered                     | <input checked="" type="checkbox"/> Certified |
| <input type="checkbox"/> Express Mail                   | <input type="checkbox"/> Insured              |
| <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> COD                  |

## 7. Date of Delivery

11-6-99

## 5. Received By: (Print Name)

Sellersburg Station  
By Special Agent

## 6. Signature: (Addressee or Agent)

X 

## 8. Addressee's Address (Only if requested and fee is paid)

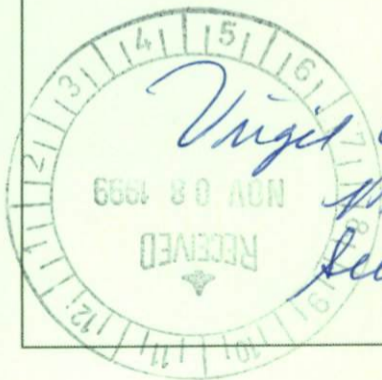
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USPS  
Permit No. G-10

*Spring Station*

• Print your name, address, and ZIP Code in this box •



*Vincent E. Bally, Atty*

*P.O. Box 72*

*Sellersburg, PA 47172*

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

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I also wish to receive the following services (for an extra fee):

1.  Addressee's Address
2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Robert W. Smith and  
John M. Cole  
320 Triangle Dr.  
Sellersburg, IN 47172

4a. Article Number

2 425 405 312

4b. Service Type

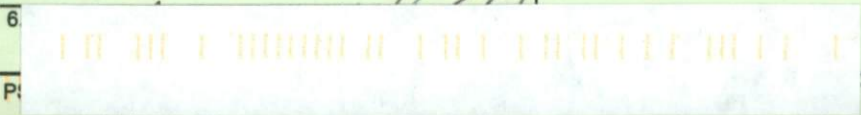
- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery

11/3/99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)



Receipt

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE



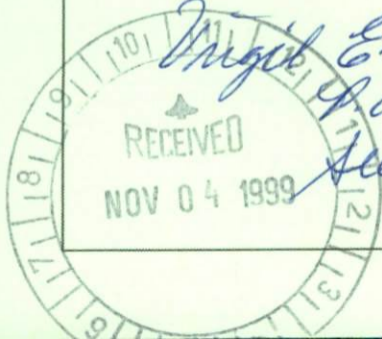
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

*Sprung Station*

• Print your name, address, and ZIP Code in this box •

*Margit E. Budy, Atty  
P.O. Box 72  
Seelersburg, Pa*

*47172*



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I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
 O'NEAL & ASSOCIATES LLC  
 516 S. INDIANA AVE  
 Sellersburg, IN  
 47172

4a. Article Number  
 2 425 405 304

- 4b. Service Type
- Registered
  - Express Mail
  - Return Receipt for Merchandise
  - Certified
  - Insured
  - COD

7. Date of Delivery  
 11/4/99

5. Received By: (Print Name)  
 D.L. Deery

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)  
 X [Signature] - agt.

Thank you for using Return Receipt Service

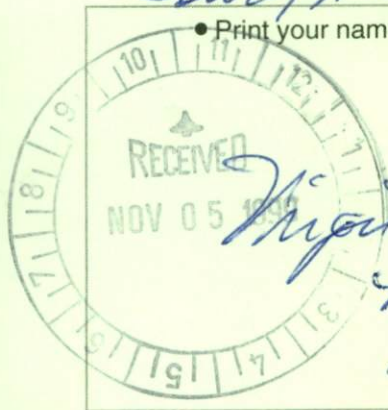
UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

*Spang Station*

• Print your name, address, and ZIP Code in this box •



*Miguel E. Bolby, Atty  
P.O. Box 72  
Sellersburg, IN  
47172*

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I also wish to receive the following services (for an extra fee):

1.  Addressee's Address  
 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Fifth Third BANK  
 OF Kentucky, INC.  
 401 S. Fourth Ave.  
 Louisville, Ky 40202

4a. Article Number

2 425 405 308

4b. Service Type

- Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

7. Date of Delivery

11-3-99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X *Mavis A. Mum*



UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

*Sburg Station*

• Print your name, address, and ZIP Code in this box •



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I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

A. R. ALLISON  
 P.O. BOX 88  
 SEHENSBERG  
 IN 47142

4a. Article Number

2425405307

4b. Service Type

- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery

11/3/99

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X *Barbara Penn*

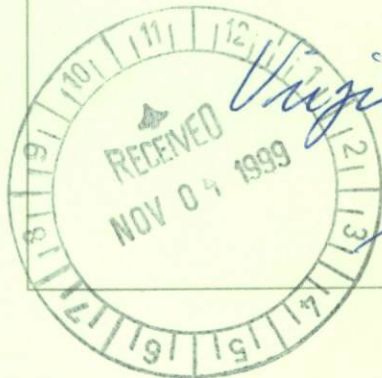
Thank you for using Return Receipt Service

UNITED STATES POSTAL SERVICE

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USPS  
Permit No. G-10

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*Virgil E. Bally, Atty  
P.O. Box 72  
Sellersburg In  
47172*

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I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

McMahan & Associates  
 P.O. Box 20206  
 Louisville, Ky 40250

4a. Article Number

2425 405 306

4b. Service Type

- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery

5. Received By: (Print Name)

CATHY CLARK

6. Signature: (Addressee or Agent)

X Cathy Clark

8. Addressee's Address (Only if requested and fee is paid)



Thank you for using Return Receipt Service

UNITED STATES POSTAL SERVICE

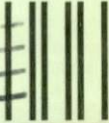


• Print your name, address, and ZIP Code in this box •

Margie E. Beck, City  
P.O. Box 72

Dear Mr. [unclear],  
4/17/72

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10



**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1.  Addressee's Address
2.  Restricted Delivery

Consult postmaster for fee.

## 3. Article Addressed to:

Cracker Barrel Old Country  
Store, Inc.  
307 Hartman Drive  
Lebanon, TN 37087

## 4a. Article Number

2425 405 311

## 4b. Service Type

- Registered  Certified  
 Express Mail  Insured  
 Return Receipt for Merchandise  COD

## 7. Date of Delivery

## 5. Received By: (Print Name)

## 8. Addressee's Address (Only if requested and fee is paid)

## 6. Signature: (Addressee or Agent)

X Barbara Davis

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

*Sburg Station*

● Print your name, address, and ZIP Code in this box ●

*Virgil E. Bally, Atty  
P.O. Box 72  
Sellersburg, IN  
47172*

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

G & G Properties  
 P.O. Box 2087  
 CLARKSVILLE, IN  
 47129

4a. Article Number

2425 405 305

4b. Service Type

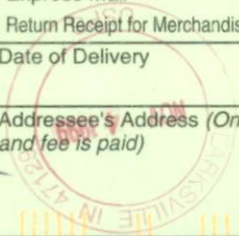
- Registered
- Express Mail
- Return Receipt for Merchandise
- Certified
- Insured
- COD

7. Date of Delivery

5. Received By: (Print Name)

*[Handwritten Signature]*

8. Addressee's Address (Only if requested and fee is paid)

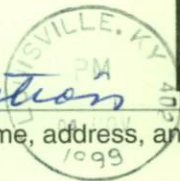


Thank you for using Return Receipt Service.



UNITED STATES POSTAL SERVICE

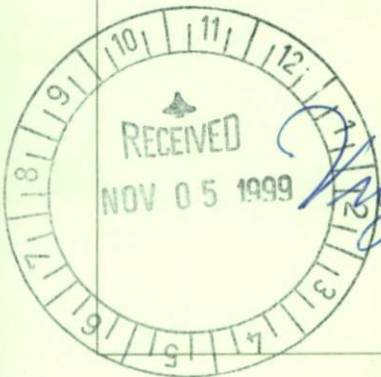
*Spung Station*



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

ALWAYS USE  
ZIP CODE

• Print your name, address, and ZIP Code in this box •



*Virgil E. Bally, Atty*  
*P.O. Box 72*  
 *Sellersburg, In*

*47172*



P 599 347 566

US Postal Service

## Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (*See reverse*)

Sent to	
Mr. & Mrs. David Duggins	
Street & Number	
9129 Virginia Hgts.	
Post Office, State, & ZIP Code	
Sellersburg IN 47172	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
<b>TOTAL Postage &amp; Fees</b>	<b>\$</b>
Postmark or Date	

PS Form 3800, April 1995

1.10 + postage

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (*See front*).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (*no extra charge*).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

BALANCE FORWARDED

Legal Notice re:  
Sellersburg Station,  
LLC petition  
for insurance.



11-8-99  
acct 6700  
ch# 1100

November 5, 1999

73<sup>83</sup>

73<sup>83</sup>

PAY LAST BALANCE LISTED

WHITE - CUSTOMER

CANARY - FILE

PINK - FILE

Legal Description:

File No. 99-0041

- EXHIBIT A -

Description of Tract

A part of Survey No. 109 of the Illinois Grant, Clark County, Indiana and more particularly described as follows: beginning at the limestone monument on the east corner of Survey No. 109, thence, with the line dividing Survey Nos. 109 and 110 N 34°52'42"W, passing iron pins at 565.96 feet and 664.09 feet, a distance of 209.09 feet to the true point of beginning; continuing with said line N 34°52'42"W, passing an iron pin at 20.00 feet, a distance of 120.0 feet to an iron pipe; thence, N 34°55'11"W, 143.03 feet to an iron pipe; thence, S 55°10'15"W, passing an iron pin at 464.90 feet, a distance of 485.23 feet to and iron pin; thence, along the top of the bank of a ditch the following calls: S 68°45'17"E 22.65 feet to a point, thence, N 53°22'56"E, 67.20 feet to a point; thence, S 64°00'26"E, 31.66 feet to an iron pin; thence, N 76°02'32"E, 38.91 feet to a point; thence, N 45°10'23"E, 36.25 feet to a point; thence, S 89°24'39"E, 22.60 feet to a point; thence, S 55°45'12"E, 65.76 feet to an iron pin; thence N 62°49'47"E, 18.78 feet to a point; thence, S 74°34'13"E, 30.71 feet to a point; thence, N 65°58'06"E, 37.28 feet to a point; thence, S 52°10'51"E, 73.68 feet to a point; thence, S 88°26'38"E, 17.76 feet to a point; thence, S 51°19'22"E, 32.17 feet to a iron pin; thence, N 74°41'17"E, 101.33 feet to a point; thence, N 60°24'56"E, 21.50 feet to a point; thence, N 34°06'36"E, 52.00 feet to the true point of beginning.

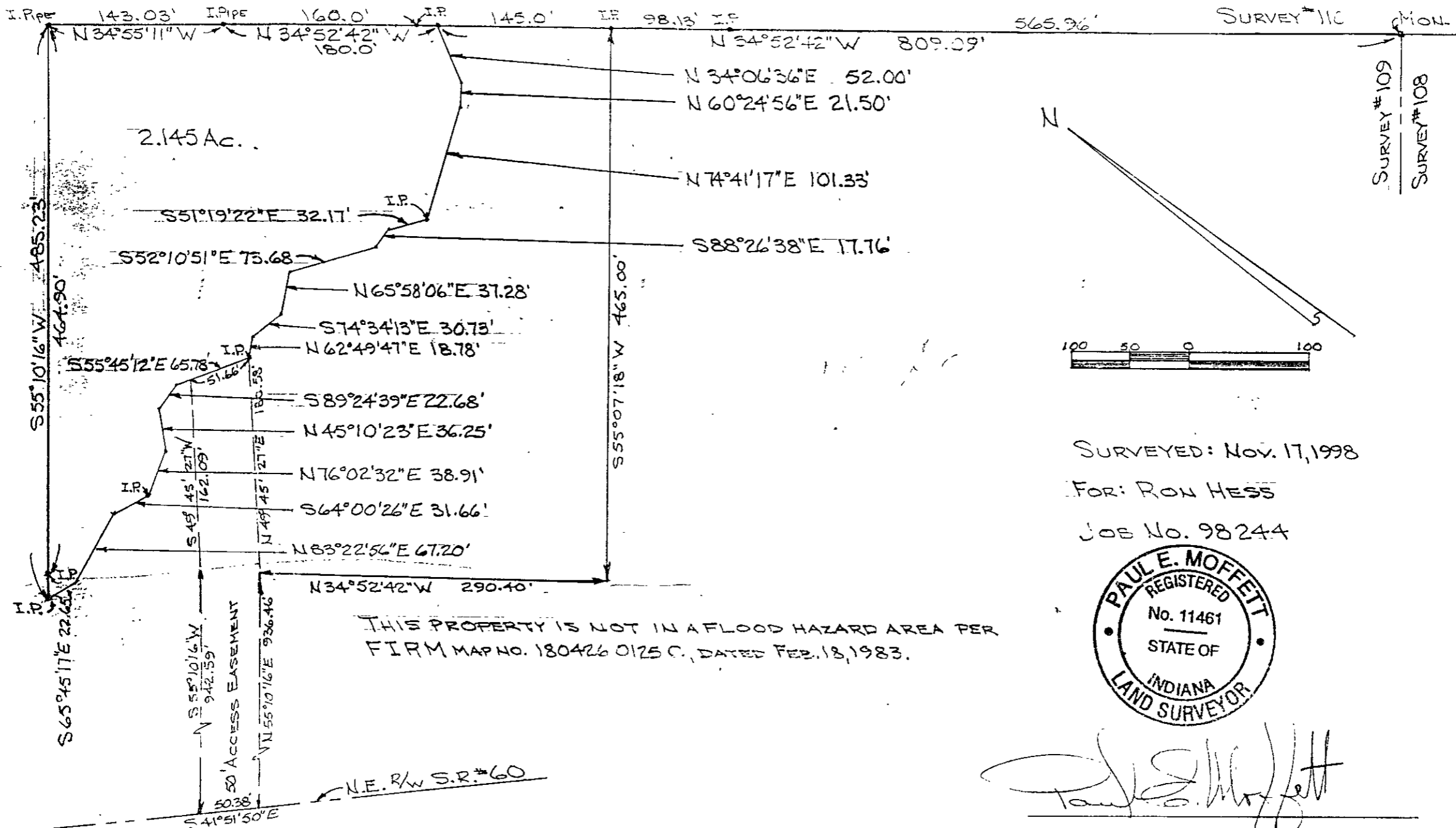
- CONTINUED -

File No. 99-0041

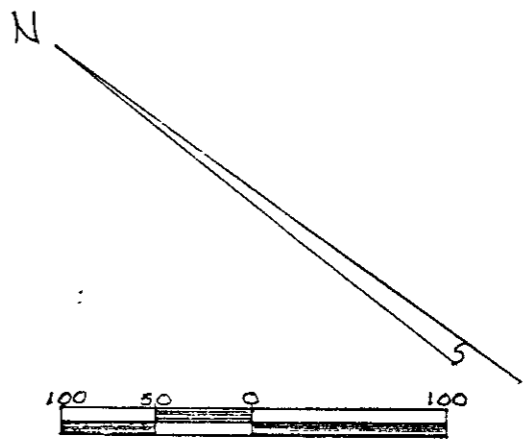
- EXHIBIT A -  
( Continued )

Also: the right of ingress and egress over the following described 50 foot access easement, beginning at the aforementioned East corner of said Survey No. 109, thence, N 34°32'42"W, 664.09 feet to a iron pin; thence, S 55°07'18"W, 465.00 feet to an iron pin; thence, N 34°52'42"W, 290.40 feet to the true point of beginning; thence, N 49°45'27"E, 180.88 feet to an iron pin; thence, N 55°45'12"W, 51.66 feet to a point; thence, S 49°45'27"W, 162.09 feet to a point; thence, S 55°10'16"W, 942.59 feet to a point on the Northeast R/W line of State Road 60; thence, with said R/W line S 41°51'50"E, 50.38 feet to a point; thence, N 55°10'16"E, 936.46 feet to the true point of beginning.

Issued by  
THE TITLE COMPANY  
for  
American Pioneer Title Insurance Company



THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA PER FIRM MAP NO. 180426 0125 C, DATED FEB. 18, 1983.



SURVEYED: Nov. 17, 1998  
 FOR: RON HESS  
 JOB No. 98244



*Paul E. Moffett*

OAK STREET 35' R/W

(17' BLACKTOP PAVEMENT)

APPROXIMATE LOCATION OF UNDERGROUND 2" STEEL GAS MAIN

N 7°-61'-10" E. 113.52'

HAUSS STREET 33' R/W

(BLACKTOP PAVEMENT)

ST. PAUL PROPERTY LINE  
STREET EASEMENT LINE  
6' HIGH CHAIN LINK FENCE

1 STORY FRAME HOUSE # 316 NO BASEMENT

SCALE 1" = 20'

S. 81°-30' E. (BASIS OF BEARINGS)

PROPOSED ROADWAY EASEMENT  
DETAIL "A-1"

CRUSHED STONE DRIVEWAY

DEED DRAWER 26 INSTRUMENT 12608

0.563 ACRE ±

APPROXIMATE LOCATION OF 8" SANITARY SEWER PIPE

14' ALLEY

APPROXIMATE LOCATION OF 8"± CAST IRON WATER MAIN

ST. PAUL STREET

(BLACKTOP PAVEMENT)

PROPOSED ROADWAY EASEMENT  
DETAIL "A-2"

PROPOSED ROADWAY EASEMENT  
DETAIL "A-3"

PROPOSED BLACKTOP WIDENING

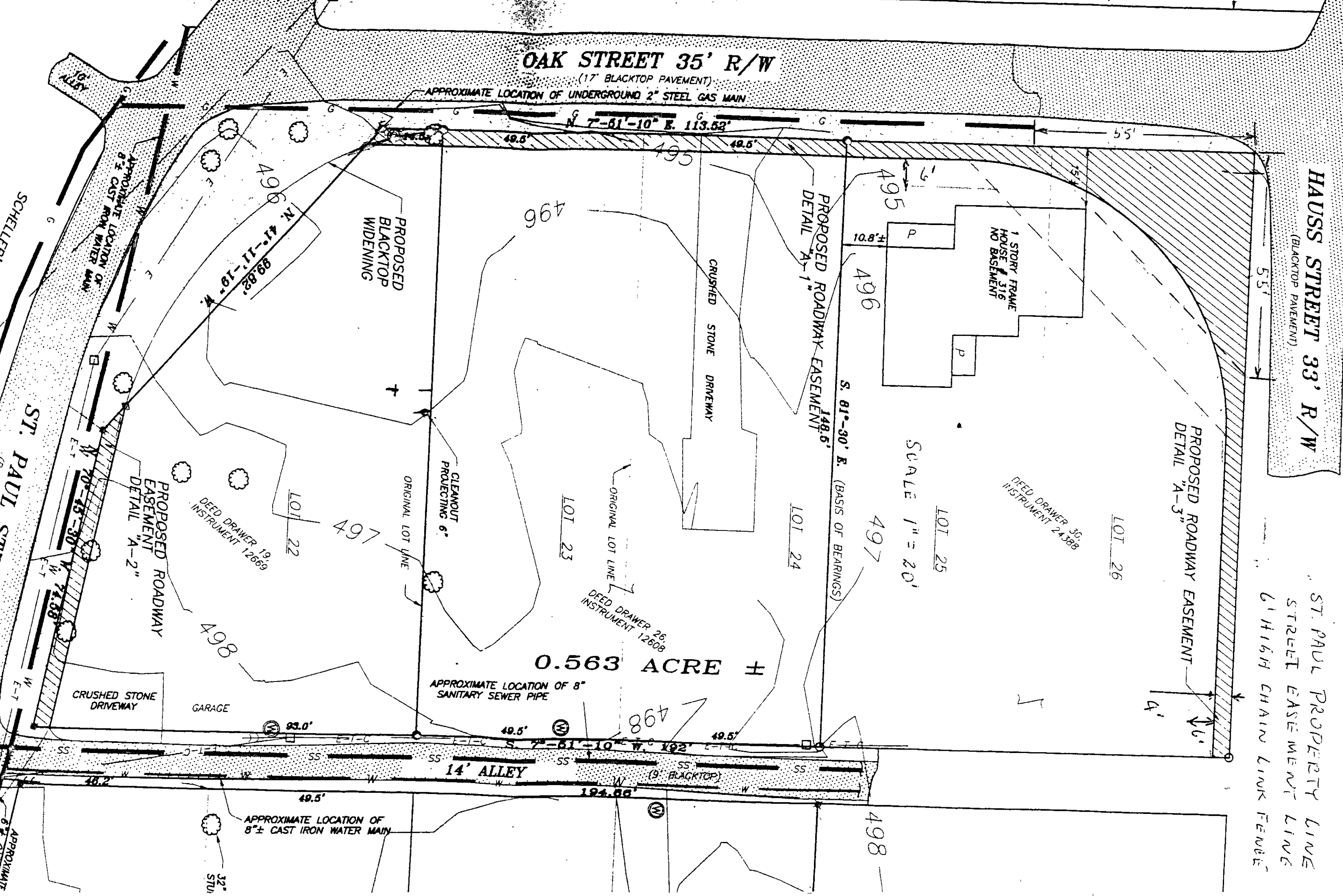
DEED DRAWER 19 INSTRUMENT 12669

DEED DRAWER 30 INSTRUMENT 24388

19' ALLEY

APPROXIMATE 6"± CAST IRON

32" STU





OAK STREET 35' R/W

(17' BLACKTOP PAVEMENT)

APPROXIMATE LOCATION OF UNDERGROUND 2" STEEL GAS MAIN

N 7°-51'-10" E. 113.52'

HAUSS STREET 33' R/W

(BLACKTOP PAVEMENT)

PROPERTY LINE

PROPOSED ROADWAY EASEMENT  
DETAIL "A-3"  
6' HIGH CHAIN LINK FENCE

1 STORY FRAME  
HOUSE # 316  
NO BASEMENT

SCALE 1" = 20'

S. 01°-30' E. (BASIS OF BEARINGS)

PROPOSED ROADWAY EASEMENT  
DETAIL "A-1"

CRUSHED STONE DRIVEWAY

DEED DRAWER 26  
INSTRUMENT 12608

0.563 ACRE ±

APPROXIMATE LOCATION OF 8"  
SANITARY SEWER PIPE

14' ALLEY

APPROXIMATE LOCATION OF  
8"± CAST IRON WATER MAIN

PROPOSED  
BLACKTOP  
WIDENING

PROPOSED ROADWAY  
EASEMENT  
DETAIL "A-2"

CRUSHED STONE  
DRIVEWAY

GARAGE

DEED DRAWER 19  
INSTRUMENT 12669

DEED DRAWER 30  
INSTRUMENT 24388

ST. PAUL STREET

(BLACKTOP PAVEMENT)

10' ALLEY

APPROXIMATE LOCATION OF  
8"± CAST IRON WATER MAIN

APPROXIMATE  
6"± CAST IRON

32" STU.

