

Johnson County Plan Commission

April 24, 2023 Meeting Minutes

The Johnson County Advisory Plan Commission met on Monday, April 24, 2023 in the Johnson County Courthouse Annex Auditorium. The meeting was called to order at 6:00 PM by Chairman Nathan Bush.

I. ROLL CALL:

Present: Chad Bowman, Nathan Bush, Charlie Canary, Gregg Cantwell, Steve Hickman, Chris Kinnett, Jonathan Myers, Attorney Jacob Bowman (Legal Counsel - not voting), Michele Hansard (Director – not voting), Rachael Schaefer (Senior Planner – not voting) and Angela Olson (Recording Secretary – not voting).

Absent: Stoney Vann, Ron West and Ron Deer (Alternate)

II. APPROVAL OF MEETING MINUTES:

Chairman Nathan Bush called for a motion to approve the March 27, 2023 Plan Commission meeting minutes.

Motion: Approval of March 27, 2023 Plan Commission meeting minutes. **Moved** by Chris Kinnett. **Seconded** by Jonathan Myers. **Yes:** Bowman, Bush, Canary, Cantwell, Hickman, Kinnett and Myers. **No:** None. **Motion approved 7-0.**

III. PUBLIC HEARINGS:

P-1-23; Watt Development, LLC – Plat Request.
Water's Edge Section 3 - 4808 Lakeview Dr.

Staff presented findings and facts to the board and recommended to approve this plat with conditions.

Exhibits of the plat showing the connection of existing driveway was presented by staff to the board.

Surveyor Mike Picklesimer with Projects Plus (1257 Airport Pkwy., Ste. A, Greenwood 46143) on behalf of the Petitioner and Kevin Watt with Watt Development, LLC (4808 Lakeview Dr., Greenwood 46143) were present to speak and address questions and/or concerns. Petitioner advised the board that he had a signed agreement with Forest and Deborah Stevens.

Board members asked questions and expressed concerns, which were addressed by Petitioner and staff, as follows:

- Q. Board member Chris Kinnett asked Petitioner to see a copy of the signed agreement with the Stevens family?
A. Signed agreement was passed around by board members for review and placed into **Exhibits**.
- Q. Board member Nathan Bush asked staff if the Drainage Board conditions of the plat needed to be included in an approval motion?
A. No.
- Q. Board member Chris Kinnett inquired if the revision had any bearing on the drainage?
A. No.

Motion: To approve P-1-23 to create a 6.634 acre, ten (10) lot major subdivision. **Moved** by Chris Kinnett. **Seconded** by Jonathan Myers. **Yes:** Bowman, Bush, Canary, Cantwell, Hickman, Kinnett and Myers. **No:** None. **Motion approved 7-0.**

**M-8-23; Patrick & Nicole Henderson – Minor Subdivision Request.
1192 S. Morgantown Rd.**

Staff advise the board that this matter had been withdrawn.

**W-3-23; Johnson County REMC – Waiver Request.
Southeast corner of 300 N. and 575 W.**

Staff presented findings and facts to the board and recommended to approve this waiver request.

Attorney Larry Gesse (1010 W. Jefferson St., Franklin 46131) on behalf of the Petitioner along with the current board members were present to speak and address questions and/or concerns.

Board members asked questions and expressed concerns, which were addressed by Petitioner and staff, as follows:

- Q. Board member Chad Bowman inquired if this was going to be for a substation expansion or is it going to be an addition?
A. No, this is just so Johnson County REMC can be put in this location so that it does not affect the agricultural land. This will be strictly for utility use only for battery backup.
- Q. Board member Charlie Canary asked for confirmation that the only structures that will be at the proposed location will be for storage and no towers?
A. Yes, storage container only. No, towers will be on site.

Motion: To approve W-3-23 to exempt a land division from the minor plan process and Petitioner's Findings of Fact. **Moved** by Chris Kinnett. **Seconded** by Jonathan Myers. **Yes:**

Bowman, Bush, Canary, Cantwell, Hickman, Kinnett and Myers. **No:** None. **Motion approved 7-0.**

W-4-23; Hope Lemmell – Waiver Request. 2706 S. 25 W.

Staff presented findings and facts to the board and recommended to approve this waiver request.

Petitioner Hope Lemmel (1943 Skyline Dr., Greenwood 46143) was present to speak and address questions and/or concerns.

Board members asked questions and expressed concerns, which were addressed by Petitioner and staff, as follows:

- Q. Board member Charlie Canary inquired as to whether or not the Highway Department had any comments about a new driveway?
A. The Petitioner is planning on sharing the existing driveway. The Highway Department will provide comments as part of the Roadside Subdivision process.
- Q. Board member Gregg Cantwell asked if they have a shared driveway would they need to have an easement agreement?
A. Yes, they would have to have an ingress/egress agreement for along both properties to utilize.
- Q. Board member Gregg Cantwell inquired as to whether or not the new lot had its own septic system? If so, does it have it now?
A. Yes, the lot will have its own septic system. It is unknown as to whether or not the new lot currently has a septic system.
- Q. Board member Jonathan Myers inquired as to whether or not the matter has gone through Technical Review?
A. If this waiver is approved, then this matter will go through as part of the Roadside Subdivision process where all of the checkpoint agencies will have to review.
- Q. Board member Steve Hickman asked if the driveway easement continued with the sale of the residence?
A. Yes.

Motion: To approve W-4-23 to provide for a two (2) lot Roadside Subdivision where both lots will have between 100 and 109 feet of road frontage and Petitioner's Findings of Fact. **Moved** by Charley Canary. **Seconded** by Chad Bowman. **Yes:** Bowman, Bush, Canary, Cantwell, Hickman, Kinnett and Myers. **No:** None. **Motion approved 7-0.**

W-5-23; Jay Bridgins – Waiver Requests. 2868 S. 525 W.

Staff presented findings and facts to the board and recommended denial of these waiver requests.

Petitioner Jay Bridgins (5810 Spring Oaks Way, Indianapolis 46237) was present to speak and address questions and/or concerns.

Board members asked questions and expressed concerns, which were addressed by Petitioner, Remonstrators and staff, as follows:

- Q. Board member Steve Hickman referred to the aerial map and inquired as to whether or not there were two (2) parcels near 300 South and 500 West?

A. Unknown, staff would need to investigate but usually those smaller lots were subdivided way before the Subdivision Control Ordinance was established. A lot of them were home sites for the surrounding agricultural properties. They usually are not legally nonconforming lots that we don't create anymore.
- Q. Board member Nathan Bush inquired as to whether or not there was already a road there on the north side of the property? Further, will you be utilizing that driveway?

A. There is a private drive there that was owned by the owner of the property that she purchased it from and before that purchase it was sold off before the purchase to the other property owner to the north. No, we don't believe we will be able to utilize that driveway.
- Q. Board member Chad Bowman asked if there was no other way that the Petitioner's could configure to obtain twenty (20) feet of road frontage?

A. We have a few extra feet before you get to close to the house and can no longer meet the setback requirement on that side and then we don't want to encroach too much on the pond and property line there.
- Q. Board member Charlie Canary inquired if the driveway was going to be twenty (20) feet?

A. No, nine (9) feet.
- Q. Board member Chris Kinnett inquired as to whether or not there were currently two (2) access points on that property from the road, one (1) to the house and one (1) to the barn? If so, could one (1) of those already existing driveway be used?

A. Unknown, Petitioner felt that those were both in the middle of the property and he was wanting to use a drive that was off to the side to subdivide the property.
- Q. Board member Steve Hickman asked the Petitioner if he has made an attempt to speak with the owner of the private drive?

A. No.

- Q. Board member Charlie Canary asked the Petitioner if the damn for your pond was to the south?
A. No, there is no damn but rather a culvert.
- Q. Board member Charlie Canary asked the Petitioner how much distance is between the edge of the pond and the property line?
A. Approximately, twenty-five (25) feet from the pond to the fence line.
- Q. Board member Charlie Canary inquired as to whether or not that you were going to put a nine (9) foot driveway in that twenty-five (25) feet?
A. Yes, over the top of it with a culvert pipe that will still allow the pond to drain.
- Q. Board member Chris Kinnett asked if that driveway surface would be solid or impervious?
A. Impervious gravel driveway.
- Q. Board member Jonathan Myers asked staff if there are any other detriments of having a flag lot other than safety?
A. It is staff's opinion that it is a detriment to the ordinance because there are similar ten (10) acre lots all over the county that this could continue a trend that the county is trying to avoid. There is no particular hardship that this matter presents.
- Q. Board member Chad Bowman asked staff if this was all in one request?
A. Yes.
- Q. Board member Chad Bowman asked staff if there is any possible solution for what the Petitioner is trying to do?
A. The only option would be to construct an accessory dwelling with 1,000 feet of living space for the relative to be nearby. There is no other division configuration available.

Remonstrator Andrew Handley (2780 S. 525 W., Trafalgar 46181) was present to express his concerns water access, nature of the area and drainage. **Exhibit** of photographs provided to board members.

Remonstrator Leo Bernier (2826 S. 525 W., Trafalgar 46181) was present to express his concerns water access, nature of the area and drainage.

Motion: To deny W-5-23 to provide for a two (2) lot Roadside Subdivision where the subdivision is of a 9.33 acre Agriculturally zoned lot, one (1) lot will have twenty (20) feet of

road frontage, one (1) lot will be approximately five (5) acres and staff's Findings of Fact. **Moved** by Chris Kinnett. **Seconded** by Charlie Canary. **Yes:** Bowman, Bush, Canary, Cantwell, Hickman, Kinnett and Myers. **No:** None. **Motion approved 7-0.**

M-9-23; Tammy L. Dorman – Minor Plat Request. 5118 W. Stones Crossing Rd.

Staff presented findings and facts to the board and recommended to approve this minor plat request subject to satisfaction of all amendments requested by the Technical Review Committee and checkpoint agencies.

Surveyor Andrew Barkocy with Barkocy Surveying, Inc. (4800 W. Smith Valley Rd., Ste. O, Greenwood 46142) on behalf of the Petitioner was present to speak and address questions and/or concerns.

Board members asked questions and expressed concerns, which were addressed by Petitioner and staff, as follows:

- Q. Board member Nathan Bush inquired as to whether the septic had been recorded?
A. Yes.
- Q. Board member Jonathan Myers asked for confirmation that the lot line is currently going through the septic field?
A. Yes.
- Q. Board member Nathan Bush inquired as to whether or not the Health Department had any issues with there being two (2) septic systems?
A. No.
- Q. Board member Nathan Bush asked the Petitioner to explain the dry retention pond?
A. The new drainage standards are now the same as a major subdivision. There are no more conversions and they will be retention ponds.
- Q. Board member Chris Kinnett inquired as to where would the Petitioner anticipate the septic location?
A. Where the borings are that are illustrated on the drawings provided.
- Q. Board member Nathan Bush inquired as to whether or not there would be city water?
A. Yes, Town of Bargersville.

Motion: To approve M-9-23 a Residential Subdivision Plat, to be known as Replat of Lot 1 in Charles & Priscilla Shepherd Minor Plat Subdivision, dividing 6.511 acres into two (2). **Moved** by Chris Kinnett. **Seconded** by Jonathan Myers. **Yes:** Bowman, Bush, Canary, Cantwell, Hickman, Kinnett and Myers. **No:** None. **Motion approved 7-0.**

**M-10-23; Blue Heron Minor Plat – Minor Subdivision Request.
30.39 acres South of 517 N. Centerline Rd.**

Staff advise the board that this matter had been continued to the June 26, 2023 meeting.


IV. ADJOURNMENT:

Chairman Nathan Bush called for a motion to adjourn the meeting at 7:15 PM.

Motion: Adjourn the meeting. **Moved** by Chris Kinnett. **Seconded** by Jonathan Myers. **Yes:** Bowman, Bush, Canary, Cantwell, Hickman, Kinnett and Myers. **No:** None. **Motion approved 7-0.**

Approved on: July 24, 2023

By:



Nathan Bush, Chairman

Attested By:



Chris Kinnett, Secretary

Hansard Michele - Planning & Zoning

From: Mike Picklesimer <mpicklesimer@projectsplus.org>
Sent: Wednesday, April 19, 2023 5:24 PM
To: Hansard Michele - Planning & Zoning
Cc: Schaefer, Rachael - Planning & Zoning; Hoover Richard - Planning & Zoning; Jeff Smith
Subject: Water's Edge Section Three drive to Stevens
Attachments: NEW DRIVE TO STEVENS.pdf

Michele,

Since the last Plan Committee meeting on March 27th, we have revised the proposed driveway to connect the proposed cul-de-sac and the existing drive that serves the Stevens' property to the east of Water's Edge Section Three. As you can see on the exhibit I have attached to this email, we have revised the new connecting driveway so the connection will happen on the Water's Edge Section Three property and no construction or tree removal will happen on the Stevens' property. This exhibit has been given to the attorney of the Stevens and he has talked with Kevin Watt but there is not a signed agreement as of yet. Being as we will not be needing to do any construction or removal on the Stevens' property, would we even need a signed agreement with the Stevens? Kevin is willing to make a commitment to provide a drive from the cul-de-sac to the existing driveway and to provide a commitment to make sure that the Stevens have ingress and egress throughout the construction.

Thank you,

Mike Picklesimer

Designer

PROJECTS *plus*

1257 Airport Parkway, Suite A

Greenwood, Indiana 46143

Phone: (317) 882-5003 Ext. 305

Cell: (317) 965-2166

Email: mpicklesimer@projectsplus.org

Have a GREAT Day!!!



**EASEMENT ACKNOWLEDGEMENT
AND RELOCATION AGREEMENT**

Kevin and Krista Watt, d/b/a and Watt Development, of 4808 Lakeview Dr., Greenwood, Indiana (collectively "Watts" or "Watts Development"), and Forest and Deborah Stevens, 4590 Lakeview Dr., Greenwood, Indiana, 46143 (collectively "Stevens")(collectively the "Parties"), hereby enter into this Easement Acknowledgment and Relocation Agreement (the "Agreement"), as of the 24th day of April, 2023, under the following terms and conditions:

WHEREAS, the Watts have purchased property formerly described as Waters Edge Development Company, and recorded as Instrument 1996-00595 ("Watts Property"), and are desirous of developing such property as Waters Edge Section 3 Lake View Drive;

WHEREAS, the Parties acknowledge an access easement for ingress and egress ("Easement") currently exists across the Watts' Property servicing 4950 Lakeview Dr., Greenwood, Indiana, 46143 ("Stevens Property") and shown as a "road" (marked in part as "gravel" and part as "asphalt") on the ALTA/ACSM Land Title Survey by PROJECTS plus dated July 7, 2007, and which is attached as Exhibit A;

WHEREAS, the Parties acknowledge the Stevens and their predecessors have used the Easement for more than twenty (20) years in actual, hostile, open, notorious, continuous and uninterrupted adverse use under a claim a claim of right;

WHEREAS, the Parties are desirous of coming to an Agreement to permit the continuing development of the Watts Property, recognize the Easement owned by the Stevens and permit the future relocation of the Easement to ensure continued access to the Stevens' Property across the Watts' Property and as developed as Waters Edge Section 3 Lake View Drive; and

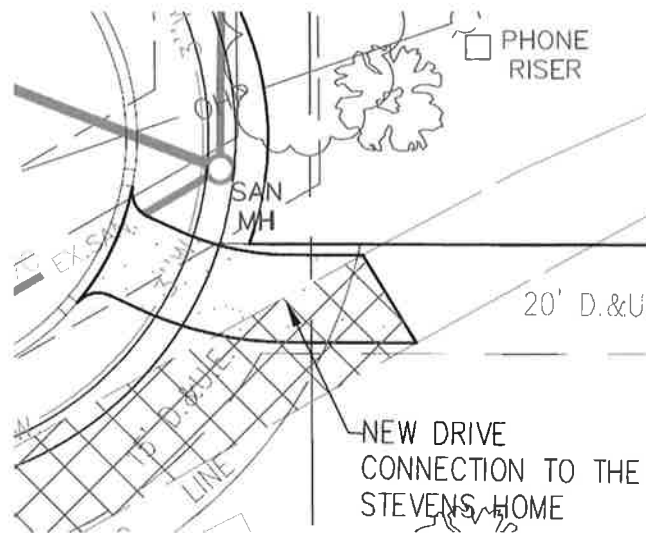
WHEREAS, the relocated easement ("New Easement") shall extend from Waters Edge Way and through the cul-de-sac to connect to the existing driveway on the Stevens Property as generally shown below and in Exhibit B;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, intending to be legally bound, the Parties hereto agree as follows:

1. Acknowledgment of Easement: Watts Development acknowledges the existing Easement as described above and will cause a survey document identifying such Easement to be recorded with the Johnson County Recorder's office within thirty (30) days of the date of this Agreement.



2. Relocation of Easement and Creation of New Easement: To the extent Watts Development moves forward with the development of the Watts Property after acquiring the required approval from the appropriate governmental authorities, the Stevens agree to permit Watts to relocate the Easement and create a New Easement running from Waters Edge Way and through the cul-de-sac to connect to the existing driveway on the Stevens Property as generally shown in Exhibit B.
3. New Drive Connection: The connecting road ("New Drive Connection") from the cul-de-sac to the existing Steven's driveway shall be constructed in the location shown below and shall be in the same dimensions as the existing road and driveway:



4. Recordation of New Easement: Upon commencement of the construction of the cul-de-sac, Watts Development will cause to be recorded with the Johnson County Recorder a survey document identifying the New Easement as described above. Following completion of the cul-de-sac and New Drive Connection, the Stevens shall release all right and title to the Easement. Watts Development shall not remove the gravel or existing road on the Easement until such time as the cul-de-sac and New Drive Connection are completed and approved.
5. Access during Construction: During the time period of the construction of the cul-de-sac and the New Drive Connection, the current road shown part as "gravel" and part as "asphalt" on Exhibit A shall be maintained by Watts Development to permit unrestricted access to the Stevens' Property.
6. No Disturbance of the Stevens Property: The Stevens Property, including the existing fence, trees, large stone and existing landscaping, shall not be disturbed in any way during construction of the cul-de-sac and the New

Drive Connection in any way without written permission from the Stevens.

7. Costs to Watts Development: All costs for the removal of the Easement, the construction of the New Easement and the New Drive Connection and the recordation of the Easement and the New Easement shall be borne solely by Watts Development.
8. Maintenance of New Easement: Watts Development, or its successors in interest, shall solely be responsible for the maintenance of the New Easement with the exception of the portion identified as New Drive Connection.
9. Additional Terms:
 - a. SEVERABILITY. If any portion or provision of this Agreement is declared void, illegal, or unenforceable for any reason, the remaining portions or provisions shall continue to be valid and binding on the parties hereto.
 - b. CONSTRUCTION. The parties acknowledge that they have caused this Agreement to be reviewed and approved by legal counsel of their own choice. This Agreement has been specifically negotiated, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.
 - c. MEDIATION and ARBITRATION. The parties agree with respect to any controversy or claim arising out of or relating to this Agreement, or the breach thereof, to try first in good faith to settle the dispute by mediation administered in accordance with the Indiana Rules for Alternative Dispute Resolution before resorting to arbitration.

To the extent the controversy or claim arising out of or relating to this Agreement is not resolved by mediation as addressed above, the controversy or claim shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- d. ASSIGNMENT. Neither party may assign this Agreement or delegate its duties, in whole or in part, without prior written consent of the non-assigning party.

IN WITNESS WHEREOF, each party has executed this Agreement as of the date indicated above:

Kevin Watt

Handwritten signature of Kevin Watt in cursive script, written over a horizontal line.

Forest Stevens

Handwritten signature of Forest Stevens in cursive script, written over a horizontal line.

Krista Watt

Handwritten signature of Krista Watt in cursive script, written over a horizontal line.

Deborah Stevens

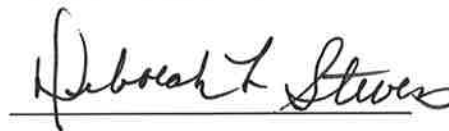
Handwritten signature of Deborah Stevens in cursive script, written over a horizontal line.



EXHIBIT
tabbles®
W-5-23







