

## ***WABASH COUNTY PLAN COMMISSION***

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## **WABASH COUNTY PLAN COMMISSION** **BOARD MEETING MINUTES**

**October 5, 2017**

**Wabash County Plan Commission Board  
Wabash County Court House  
Wabash IN 46992**

**Board Members: Curt Campbell, Randy Curless, Scott Givens, Patty Godfroy, Doug Rice, Christian Rosen, David Schuler, Cheri Slee, Joe Vogel, Attorney Larry Thrush, Plan Director Mike Howard, Secretary Libby Cook**

**Present: Curt Campbell, Randy Curless, Scott Givens, Patty Godfroy, Doug Rice, David Schuler, Joe Vogel, Larry Thrush, Mike Howard, Libby Cook, Sean Unger, Deanna Unger, Doug Lehman, Greg Metz, Teresa Bunnell, Chris Lochner**

Chairman, Scott Givens, called the October 5, 2017 meeting of the Wabash County Plan Commission to order at 7:00 pm. Mr. Givens asked for a motion to approve the minutes of the September meeting. Joe Vogel made the motion to approve the minutes, this was seconded by Randy Curless. The motion to approve the minutes as written was approved.

Mike Howard: Mr. Thrush has provided the Findings of Fact for the Board members, we have gone over that. We need a motion to have those approved as they are and have them signed. The Findings of Fact are based on the Boards decisions from the last Board meeting.

Mr. Givens asked if there were any questions for Mr. Thrush or anyone else?

Randy Curless made the motion to accept the Findings of Fact as written. This was seconded by Joe Vogel, the motion was approved by a majority vote. Chairman Givens signed the paperwork.

Mr. Givens: The first item on the agenda is Chris Lochner, Legacy Ridge Estates, Noble Township.

Mr. Lochner: I am present to explain my family's position on the Legacy Ridge/Unger Mountain issue. It has been a frustrating time for everybody. In May of this year we found our ideal home in Wabash County. Then later I found out about Unger Mountain, the hornet's nest as we call it. It is unfortunate. I feel like we did our research, we understood the law. I want everybody to know that my wife and I were put into a lose-lose situation here. There are no winners in this whatsoever, it is expensive, it is a waste of time, it is frustrating. I am at the point of frustration as well. I feel horrible for Sean Unger and his family in all the incidents. On the one hand I could upset a new neighbor, I could ignore the covenants that we bought protecting the value of our home, and I could turn a blind eye to the law. Unfortunately, with my business interests in the county and my wife being the chief probation officer, we can't turn a blind eye to the law. We just can't. The other option was to support Unger Mountain, alienate my new neighbors, possibly lose value on our home, and lose creditability for myself and my wife when facing the law. We unfortunately took the road of what we thought the law is. I truly feel sorry for the events that have happened to Sean it is a horrible, bad situation. My family was not a part of the beginning process of this. I don't know the early dealings (between Sean Unger, Mike Sposeep, and Brad Farlow). We have only been a part of this for the last few months. I only know the facts that I received. This is not the Lochner's or the Wendt's fault that caused all these problems, we are neighbors trying to protect our interest. I hope you guys understand that, with your decision of last month you reaffirmed that. This experience has been horrible for everyone involved. In life in general accidents and mistakes will happen, it's how we learn from them and correct them that really count in this world. What my wife and I are asking for in our letter and what we asked for in May, we understand the process that it would take, would be to call for a reversal of the deed and restore our subdivision. What our number one goal for us is to not be against anybody, but to be for our covenants. We understand the county does not enforce our covenants. Our covenants have been fractured at this point and we want to restore them through this request that we are asking. I do not have legal counsel; I am a businessman from Wabash County. I would like call for a motion to vote to instruct Mr. Thrush to look into the possibility of getting this corrected or to have a conversation with the Unger's to reverse this, to restore our covenants.

Doug Lehman: Introduced himself as Attorney, Douglas C. Lehman, speaking on behalf of Sean and Natalie Unger, we are here tonight to ask for two things:

1. Sean has decided not to pursue a climbing tower here on the Legacy Ridge property or on any other property that he or his family owns. He intends to carefully dismantle the tower and find an appropriate person or organization that would be willing to take the tower and will construct and operate the tower where it is more appropriate and acceptable. He has been talking with several

people and has two or three that may be interested in doing that. However to do that we ask that he be given until May 1, 2018 to take the tower down. He will begin removing the tower shortly after the first of November. The insurance runs out and nobody can be on it or operate it after the beginning of November.

- a. Fall is the busiest time for Mr. Unger's business of tree removal and trimming and he occasionally helps his father with the family farm operation.
  - b. He does not yet have somebody lined up; he has been talking with two or three people. But if they are going to do this and do this correctly they will be going through the permitting process with either the county or the city wherever it is located and that will take approximately 60 - 90 days. We have been at this since May I think. I would assume nobody will take it until they know that they can actually use it in light of seeing what Sean has been through.
  - c. Winter time is not a good time to take some of this down; he can have some of it down. He does have some 60 feet long poles that are in the ground the winter is not the time to try to take those things out. It has to be done very carefully, the tolerances are small. You have to be very careful not to damage the poles if you are going to use them for a tower somewhere else. Sean does not have a good place to store all of it right now, he can store some of it in the barns, the 60 feet long poles, they would be difficult to store. He will assure you that if granted until May 1, 2018 to take it down he will have it down by May 1. He would like to take it down and have it loaded to go directly to the new site. His insurance for the wall will end on November 1.
2. The second issue is the issue that Mr. Lochner brought up. Like him I don't want anybody to turn a blind eye to the law. Mr. Lehman provided handouts. The issue is, does Sean have to deed his lot back to the Farlow's? We do not believe there is any statute that says in this kind of situation that Sean has to reconvey that lot back to the Farlow's. Mr. Lehman continued stating case law suggesting that he does not have to do that. I have given you a copy of a part of a case, Jones vs Nickels; it dealt with granting an easement. The court said that an easement had nothing to do with restrictions or covenants an easement is an interest in real estate. It basically said that if there is no covenant preventing it you can grant an interest by way of an easement to somebody without having to go through any re-platting or getting any approval from any Plan Commission. An easement is a partial interest, this was a complete interest. But the fact of the matter is that there is nothing in this case that suggests that there is a difference between a partial or a complete interest. A person can, in fact, convey part of their property, even if it is a lot in a subdivision. I believe that Mr. Metz will explain in a few minutes that this has been done many times, over and over again in this county without getting approval from the Plan Commission.

3. The covenants, there is nothing in the covenants that states that you cannot convey off a lot. That could have been done. I believe that Mr. Metz will show you that at the Honeywell Gardens there is a section in their covenants that states that you cannot convey part of your lot to somebody else. There is nothing in these covenants that says you cannot convey part of your lot to somebody else. Unpublished decision, lawyers know that unpublished opinions are not precedent and are not to be cited to a court, but there is an unpublished decision that says selling off part of a lot is ok in a subdivision if the covenants don't prevent that, again it is not precedence but it gives you some sense of how the courts might be leaning. The main thing is the conveying of the lot did not breach any covenant of Legacy Ridge. The subdivision control ordinance this is the page that would have the most control over this situation. The division of any parcel of land shown as a unit or part of a unit or as a contiguous unit on the last preceding transfer of ownership The last preceding transfer would have been when Farlow's purchased their lot, now we have a division of that lot into two parts it goes on to say anyone of which that is less than the dimensions set out shown on the table on page 20. Both of these lots are more than 1.5 acres which is your minimum lot size. Neither of these lots is less than that shown on page 20 of your ordinance. Both of these lots are more than 1.5 acres which is your minimum lot size. It is not a subdivision that would require Plan Commission action. A second or subsequent sale of a tract, lot or parcel of less than 20 acres in less than 5 years. This is not a second division, it is the first division. It is not a subdivision under this portion of your ordinance. It goes on to say, the improvement of one or more parcels of land for residential, commercial, or industrial structure or group of structures, and allocation of land as streets other open spaces for use by owners This is not one of those, there was no street created, alley, no easement for public utilities, no land being allocated for use by the owners of the subdivision. By all three parts of your subdivision ordinance what Farlow's did was not prohibited by your ordinance, it wasn't prohibited by the covenants or by state law. I believe Mr. Thrush said at the last meeting that we have never applied this ordinance, this exception to subdivisions. There is nothing in this ordinance that says this doesn't apply to an already platted subdivision. This was not prohibited by the covenants or state law - there is nothing in the ordinance that says it doesn't apply to an already platted subdivision. You can have 1 split as long as both lots are greater than the minimum lot size.
4. Sean is well aware that you did not permit a vacation of the covenants, so those covenants still apply to this separate lot that Sean has. Mr. Lehman indicated where the Unger's driveway is located, Sean has to drive by this property Sean knows that he will not be able to do anything with this lot that is in violation of any covenant. Sean would like to keep this lot to be sure that no one else on lot 2 will place anything such as a pool, basketball court, or a volleyball court, or any other type of residential use on that part of the property, which they could do as

it would be residential use, on that ground. He wants to protect his curbside appeal; he is perfectly content to let the lot remain unimproved as it will enhance the value of his property. For all of these reasons we don't believe that there is any basis for saying that Sean has to reconvey this lot back to the Farlow's. I do have Mr. Metz who can speak to how what has been done in this county in the past.

Joe Vogel: On page 1 of the Legacy Ridge Estates covenants, it states Legacy Ridge Estates consists of lots 1, 2, 3, when you split that do you make that lot 4?

Doug Lehman: It can be lot 4. It is a "whereas" clause. Generally, the "whereas" clauses are background information kind of things. The now therefore clauses are in the covenants. In the section the now therefore clause Covenants - who now or in the future owns any portion or portions of said real property, which suggests that somebody may split off a part of a lot. If they do this makes it clear, it is the now therefore part that these covenants and restrictions apply.

Mr. Vogel: I was on the Plan Commission Board when the covenants for Legacy Ridge were written. One thing that stuck in my mind was that it was for 3 parcels that was the intent that was conveyed to us at that time.

Mr. Givens: Are there any questions for Mr. Lehman?

Larry Thrush: Mr. Lehman, do you see a difference between the Nickels case which talks about an easement and a fee simple conveyance?

Mr. Lehman: It talks about the easement being a conveyance of a grant of an interest.

Mr. Thrush: I asked if you see a difference.

Mr. Lehman: I see that it is different, one is an easement and one is a total grant. There are lots of differences. Differences don't always have a distinction, differences don't always mean something.

Mr. Thrush: So you think this case would have resulted in the same if they had done a fee simple conveyance?

Mr. Lehman: Yes as a matter of fact there was a subsequent case that it was a fee simple conveyance. The court of appeals, in an unpublished decision said that's ok. I can give you the site on that. Krouser vs Town of Zionsville Plan Commission, decided Aug. 14, 2009 in the Court of Appeals.

Mr. Thrush: Is that the one that Mr. Hess was involved in?

Mr. Lehman: No, the one he was involved in involved the Allen County Plan Commission.

Mr. Thrush: It was Zionsville.

Mr. Lehman: Yes this is the one he was involved in; no it was an unpublished decision.

Mr. Thrush: Thousands of cases are unpublished that are printed in the Northeast.

Mr. Thrush: General Ordinance #3 of 1973 was intended to be a restriction on subdivisions on string subdivisions, we wanted to prevent that.

Mr. Lehman: I understand that.

Mr. Thrush: There is still a set of laws that says platted subdivisions go through the Plan Commission. I don't think this expands that, you think that expands that, I think it restricts it.

Mr. Lehman: This says it is not a subdivision, by this definition this is not a subdivision. This is your definition of a subdivision; it amended a prior definition, which basically said that anytime you split two lots you have got a subdivision. You got rid of that definition and added this as your new definition of what a subdivision is.

A subdivision has to be a split that results in at least one of the parcels being less than your minimum lot size, or it has to be a split that involves less than 20 acres and it is a second split within 20 years or a split in which you allocate property to streets and public ways.

Mr. Thrush: So we don't do easements?

Mr. Lehman: No, I am not saying that. You still have to do a platted subdivision if you are going to create something that has streets, if you are going to create something that has been a split within the last 5 years or if you are going to create plots that are less than minimum lot size.

Mr. Thrush: I don't think that ordinance works here.

Mr. Howard: Mr. Lehman, one of the things you talked about in previous meetings is the easements part. I looked at the definition of easement. You talk about this being an easement for use. Is an easement a nonposserly thing so therefore by the fact that it was deeded to him that takes it out of being an easement and puts it in his possession?

Mr. Lehman: The court says in the case here that an easement is a partial interest in real estate, whether it is possessory or not it is a partial interest in real estate. Easements can involve possession.

Mr. Howard: An easement is a nonpossessory right to use or enter onto the real property of another without possessing it. Therefore he possesses it so to me that would take it out of being an easement.

Mr. Lehman: It says here also, that an easement is essentially an inherently legal interest in land as distinguished from a restrictive covenant, which is but a creature of equity arising up from that. An easement implies an interest in the land which is ordinarily created by a grant and a deed. You do easements with a deed. This is a different kind of grant, but it is still a grant of an interest in land. A different degree of interest, but it is still a grant of an interest in land.

Mr. Thrush: I agree with that, but I think that is quite an extrapolation to go from an easement to a fee simple conveyance. I don't think that case would have said that if it was a fee simple conveyance.

Mr. Lehman: Again, the Krouse case states that without citation to authority the appellants argue that the configurations and number of lots in a subdivision plat are factors like covenants and restrictions which are relied upon by the land owners in their acquisition of their respective properties. The still to its core the appellant's assertion is that the layout and number of plots visually depicted within the Plat is an implied term of contract of every subdivision lot owner. This argument was soundly rejected in Jones vs. Nickels

Mr. Thrush: I don't disagree with that, but that doesn't get you where you want to go.

Mr. Lehman: This holding rejects the contention that the lot owner within a platted subdivision cannot change the composition of the legal interest pertaining to his lot if such interests are not depicted on the plat. They are saying you can convey an interest in your property even in a platted subdivision. I would maintain that this has been done here in this county in the past.

Mr. Thrush: Could be, but are you going to tell the arresting officer when you get arrested for speeding, what about all the other people speeding. It doesn't mean anything, if you violated the law.

Mr. Lehman: I don't think we have violated any law.

Sean Unger: Mr. Vogel, you mentioned Mr. Haupert, in your recollection he wanted 3 lots. Why is it then that when Mr. Haupert bought back the lot 3 from Mr. Fisher he

separated that triangular section of it out of there to keep out of it. He, you can say by doing that he created a fourth lot, and then later sold that off to Brad Farlow. Hess's (Wendt's), they said they were basically moving a boundary line by doing that, well maybe that is so. But Hauptert created a fourth lot and he didn't sell the whole amount of lot 3 to the Wendt's. If you are saying that that is what you believe, he actually has created a fourth lot in the past.

Mr. Vogel and Sean Unger: reviewed the map of Legacy Ridge

Sean Unger: That was part of the original lot 3. Mr. Fisher had this lot originally, he never built on it. He sold it back to Mr. Hauptert who bought this from my family. Mr. Hauptert who built the first two homes on lot 1 and 2. He never ended up building lot 3 but he sold it to Wendt's he kept that piece though, he found out that he didn't want that later, so lot 2, where Brad Farlow owns, he owns that piece now, so Brad Farlow owns a piece of lot 3. So what I am saying is that Mr. Hauptert actually created a fourth lot before.

Mr. Vogel: You are saying where lot 1 where Mr. Lochner owns, he could go back here and sell off an acre and a half if he wanted to.

Sean Unger: Or he could buy mine.

Mr. Howard: Just so we understand, it doesn't have to be a 1 ½ acre lot, 1 ½ acres he could put a residence on. He could sell two square feet if he wanted to. The size doesn't matter unless it is going to have a residence built on it, then 1 ½ acres is required.

Mr. Lehman: Under your ordinance if one of the lots is less than the minimum size for a lot in that particular zoned area then it is a subdivision at that point.

Curt Campbell: Are we saying that somebody could sell another lot off and have another house built? Can't have it built, just three houses is all that is going to be allowed in this?

Greg Metz: I am in a unique situation because I know Chris and Sean both and have worked on property for both. I would agree completely with Chris that this has become very unfortunate that this situation has come up. I became involved with Sean in 2015, when he approached us that he and Dr. Farlow had come to terms on splitting part of his lot. When they came up with this I did a lien search we look for judgements, liens, mortgages, that kind of stuff, to make sure it gets transferred cleanly. I did at that point ask both Sean and Mr. Farlow if there was anything in the covenants of Legacy Ridge that prohibits splits of lots, because the Gardens does have that at least it did when the first version went through, I am not sure if that got taken out in the revised plat it is

possible that it did. We looked it over and there wasn't, I don't think anyone would dispute that there is anything in the covenants of Legacy Ridge that says you cannot split a lot. That takes us to the question of whether or not a lot can be split. I am in title insurance and have been for 21 years. The best example of it being done quite often in Wabash County is the Wendt property. That property was insured by Three Rivers Title at the time, the deed was prepared by Rick Fisher and that transfer happened and it was not the entire lot. That did not change the plat. The plats of subdivisions, the actual plats are in the Recorder's office. If you have a plat revised if it is in the city of Wabash or the town of N. Manchester, they have their Commissions that take care of it, you go before it, what you are doing here and get the approval for the change in the plat. When that gets changed that gets taken down there is a revised plat and it has happened a number of times, there is an original plat and there is a revision, the Gardens did that. That happens, that is not a terribly unusual thing. That is the proper process to change a subdivision as it pertains to the layout of the plats. This is the current and the only plat of Legacy Ridge that has been filed. It's 3 lots, it is lot 1, 2, and 3. If what we are talking about here had held, then I think the way it would work is that Lochner's own lot 1, Farlow's own lot 2, and lot 3 is owned by the Wendt's would be the way it worked, but that is not the way it has worked, Lochner's own lot 1, before this transaction Farlow's own all of lot 2 and part of lot 3, and Wendt's own part of lot 3. I have been informed that the reason they changed that is because of swales, ditching, layout of land, but that is not relevant when you are talking about this. The bottom line is there are three lots at Legacy Ridge, not four there never were four, there are three lots there. There were four separate owners of those three lots at one point, when Mr. Hauptert owned the little triangle that was discussed and Wendt's owned the rest of lot 3, and at that point Sposeep's owned lot 1, and Farlow's owned lot 2. That was the case. Even though the deed occurred the transfer from Hauptert to Farlow the residual tract, the part of tract 3 that did not go to Wendt's there are still three lots out there. You don't change the fact that there are 3 lots in the subdivisions just because one was split. What Mr. Lehman was talking about, and he is right, lots are split all over the county. I just looked at 4 or 5 of them I was just working on one today that we are insuring, East Lincolnville, most people probably don't even know that there is an original plat of East Lincolnville. But lot #5 has been split, one lot two owners. I am fairly certain that it never came before the Plan Commission. I know Wendt's never came before the Plan Commission. Using the argument of one split of less than 20 acres every 5 years doesn't apply, means that the Wendt tract is an illegal transfer, you can't argue anything else. Then the question becomes, what is the statute of limitations to go back on that, because if you can go back and reverse this transaction, who is to say that somebody can't complain and say that I want Wendt's reversed and take that back to three whole lots? The logic would follow. In the title insurance business this is nothing, splitting of lots is nothing new. Because you have always relied on the issue of that split for the very reason that Wabash County has no other that I have been able to find; I have talked to Mike Howard about it, we don't know of anything else, and I have talked to Mr. Lehman about it, there is no other. There is nothing else laid out in the subdivision

ordinance or in master plan of Wabash County that takes into account how you split a lot. If there is nothing else in there it has always been assumed that you go by the only thing that is in there with the respect of splitting real estate and that is the two issues that Mr. Lehman brought up. We have always done that, been that way forever. In fact if the precedence is set that where you start transferring back, requiring the transfer back lots that have been split then I would make the argument that Wendt's lot becomes unsaleable because nobody can insure it. Because Dr. Farlow refuses to deed that back and it ends up in the court, we can't insure that. What's going to happen when the courts say you have to take that back? Claims get filed against the underwriters and then the underwriters have to figure out what they are going to do. It is absolutely true, and I think Mike would attest to this, there are a number of lots in Urbana, Roann, Lincolnville, LaFontaine, places that don't have a Plan Commission, the jurisdiction would be this body, that have been split sometime over the past however many decades. A large number of them would have happened since 1963 when this ordinance was first put into place. I think there was nothing before 1963. 1963 was the beginning of this body. There wasn't an organization that handled the split of real estate at least as a functioning body, it just didn't exist. That is the problem you can run into. Because it is absolutely true and we have run into similar issues with the splitting of larger tracts of ground with residual tracts and exceptions and that kind of stuff, if things change. We can start from this point forward if this is what this Board wants to do is see any split that comes from a lot. We could do that, I think you probably are going to have some people that say no I don't have to get approval for that because they are going to get a lawyer like Mr. Lehman says you show me where you have the jurisdiction to do that. This is fewer than 20 acres once every five years. Where does it state in there that unless it is lots. It doesn't say that, I don't find it in there, maybe it's in there and I just don't see it. I didn't find anything that gave the plan Commission the authority to require a reversal. I don't claim to be a lawyer, I just read the thing, I just didn't see it in there. The fact remains there are a lot of lots in Urbana, I just looked at one today. A sheriff's deed transferred in 2016, half of lot 26, lots 27, 28, 29 in Speicher's third addition. Bob Lundquist bought it and turned around and sold it to Urschel Farms. Urschel Farms then incorporated that legal description in with their 10 acres that adjoined it, there is one tax parcel that has metes and bounds legal description and I think it is 4 1/2 lots in Speicher's third addition. There is something that happened just last year that incorporated lots in the town of Urbana with metes and bounds legal descriptions. You never saw it did you, it never came through here. Because they don't for that reason, for the very reason when these lots are split it has always been considered to be less than 20 acres once every 5 years so it didn't need it. You split that lot again and it is a different story. It very rarely happens.

Curt Campbell: At this point who actually checks this? Somebody down in the Records Office? Who enforces this other than us if we don't know about it?

Mr. Metz: In theory we catch it. The Title Company should catch it. This comes into play more if it is a bigger tract of land out in the county, this never comes into play when it is a lot, a platted subdivision. Let's say 100 acres you own out in the county and you sell your son 5 acres to build a house on two years ago, now you want to sell 2 acres to your daughter out of that same tract to build a house on, you can't do that second one. When we do that title work to get the loan or the transfer we will find that first transfer, or we should. We should say you need to go to the Plan Commission to get approval for this. If you don't then it goes through the Auditors office, it might get caught but it might not get caught it just depends. But we should be the ones to find those when they come about in the title industry, and give people a heads up and tell people you better go get your approvals. In the city of Wabash they have a really obscure system too, technically any split is supposed to go through the Plan Commission, but the Building Inspector says only if it is something you can build on it if you are going to split it and combine it with a neighboring tract then you don't have to do it at all. That is pretty tough to follow when you are trying to figure out what the rules are. That is why it is important for us to look through the Ordinance and find out what it is we are supposed to be looking for. I tell you in 21 years, I would suspect that there aren't any of you people who have been on this Board when a petition has come across your desk to split a lot, I bet you haven't seen one, and there is a reason for that.

Mr. Campbell: Our new Ordinance is it going to be is it going to be the same?

Mr. Howard: The Subdivision Ordinance is not specific to splits as we are talking about here. I have taken split policies and made it a completely separate section in the book. It is a completely separate section from what we call the Subdivision Ordinance today.

Mr. Metz: Is that what is on the web now, June 2017?

Mr. Howard: Yes, draft 5.

Mr. Metz: But that is not in effect yet.

Mr. Howard: Greg and I have had a good conversation about this, and I don't think we are ever going to agree on this and that is alright. If you notice in his discussion tonight when he has talked about lot splits he has named platted towns. To me when I have looked at this and ever since I was here and the way it was presented to me, I picture a subdivision like Legacy Ridge completely different than a platted town. Granted you are probably going to go to the book and tell me show the difference, I understand that. But that is the way I was taught when I came here, that is the way it was explained to me. In the town of Urbana if they want to split a lot it is in a platted area of a town go ahead, if it is a lot in a platted subdivision it needs to go before the Board to be

approved because it is a re-plat in my opinion, that is the way I read it. I know that Greg will argue that.

Mr. Lochner: I will agree with what Doug Lehman and Greg Metz said about the term subdivision, I think one thing you could look at is one part of your ordinance allows exactly what they said is a subdivision which is a separation of 1 lot into two or more lots. Where you guys ruled last meeting which I thought most of this was under the section of your ordinance Chapter 5, under planned developments. I am from Indiana, a subdivision is a subdivision. I live in Legacy Ridge Subdivision, I actually live in Legacy Ridge Planned Development by your code. In sec 5.2, subpart C, a Development Plan may contain a proposed later division of the land into separate units under one ownership, or into one or more separately owned units. If approved by development plan, such a proposed division of land may be made without further approval of the Plan, which in this case I don't believe it was. And the next part which I think is the biggest key. Otherwise, a later division of land may only be made upon re-application to the Commission for approval of a revised development plan and resubmission to the Board. Subdivision they are correct, 100 %, if it is not a planned development, that is where I believe your Fact Finding that Mr. Thrush had is a planned development you have a whole chapter , chapter 5. Chapter 5.2C says that if you are going to divide land within a platted planned development which is what Legacy Ridge Estates is, it is not a subdivision, that step has to be. Which is why Mr. Lehman and Mr. Guenin applied for the re-plat, I wasn't at that meeting. Greg, I agree with you if Mr. Fisher and the Wendt's messed it up 1990 , whenever it was, if they messed it up, they messed it up too they should have done it. I am not debating what happened ten times, it really doesn't affect me it affects you guys unfortunately. What I am looking at is where we came and some of that was in a planned development which is what we are in the correct steps were unfortunately not made prior to the deed transfer, and they tried to do that after the fact. You guys had a very decision last month, I think that was very tough for you guys last month . To follow exactly 5.2C.

Mr. Givens: Section 5.2 subpart C, is that a new section on the website?

Mr. Lochner: No that is the from the original 1965 ordinance.

Mr. Metz: The only thing I take exception with is I think Legacy Ridge Estates is considered a typical subdivision just like the Gardens. There are planned urban developments (PUD's), which are specific planned, they are a little bit different than subdivisions. I think Legacy Ridge is nothing more than a subdivision out in the county. Just like Francis Slocum Estates, is similar. Mike and I talked about that and a split that occurred there not too long ago. (Mike Howard, I think in the early 1990's). I absolutely agree that the construction of the wall should never have happened. But I think that is a zoning issue as much as anything. It is two things it is a zoning issue and it did violate the terms of the subdivision itself because it is not a house. Absolutely

agree that, but that is a different point than whether or not you can split a lot. Makes no difference to me if it is sitting in Urbana or sitting at Francis Slocum Estates, or Legacy Ridge Estates, if it is considered subdivision it is a subdivision. I think if you look you have jurisdiction over those. Just because it sits in Urbana, doesn't mean that you don't have jurisdiction over Urbana, Lagro, Roann. You have jurisdiction over basically everything except N. Manchester and City of Wabash their zoning.

Mr. Vogel: Those little towns without a planning commission they kind of fall under the general county guidelines. Where I differ with you, this was brought in for a specific 3 lot subdivision with covenants. They have more restrictive covenants than what you do out there in the other areas.

Mr. Metz: Absolutely.

Mr. Vogel: You will agree with that.

Mr. Metz: Keep in mind the restrictions tell you what you can't do, it doesn't say that you can't split a lot.

Mr. Vogel: As we go on in future years, for example if somebody buys four acres, wants to start out with a trailer then build a home. We give him 5 years or so or move the trailer, and we give him that permission. We write on that Special Exception that there are no further splits of the lots. Do you find those?

Mr. Metz: Yes, we do if they get recorded. We ran into one a couple of years ago that the restrictions on it said no manufactured house on it. Someone came along and put a modular on it, which is not a manufactured house. A manufactured house is a double wide, big difference, the legal definition of a manufactured house is on a metal frame, a modular is built in a factory, but it is on a wood frame that is assembled on site. So it didn't violate anything, but it wasn't recorded. The purpose of the Recorder's Office is for, to put the world on notice of what is going on if you don't record it you are not going to find it. How many minutes of meetings and boards do you have to go through to find a deed restriction over 180 years if the requirement is that you have to search every board meeting whether it is city or county, that comes through nothing would ever sell. You can't possibly do that, they have got to be recorded.

Mr. Thrush: I agree that there is nothing in the covenants to prevent the split. I don't agree that the fact that there have been wrongs maybe done in the past that prevent you from enforcing the ordinance. I don't agree that an easement is the same thing as a fee simple division. I don't believe that the ordinance of 73 gets you where you want to go with regard to re-plat of the subdivision.

Mr. Metz: It is not a re-plat of the subdivision. The subdivision is still three lots this is the plot it has never been re-platted. There has just been a division of ownership in lots. There has never been a re-plat. A re-plat of the subdivision would have been if Mark Hauptert would have come to the Board and said we are going to change the dimensions of this lot so that this is now 3 and that is now 2.

Mr. Thrush: It is a defacto plat to me.

Mr. Metz: This is the plat, it was never re-platted. This is the only plat of Legacy Ridge. There is no re-plat.

Mr. Thrush: Except the ownership.

Mr. Metz: The ownership is different than the plat it is not the same.

Mr. Lochner: The Unger's actually changed the subdivision plat by adding to the bottom of lot 2 with a little triangle of .4 acres. So would that not be considered a re-plat?

Mr. Metz: No that is not that is why I used the example.

Mr. Lochner: That is a tax parcel?

Mr. Metz: Combining for tax purposes. Urschel Farms did the same thing in Urbana they did not change the plat of Speicher's 3<sup>rd</sup> addition. If you go to the Records office you will find Speichers 3<sup>rd</sup> addition lots whatever through whatever and that is it. Urschels own half of 26, 27, 28, and 29. If you look on the GIS which is not the plat, that is ownership the GIS and the Plat Books in the Auditors office reflect ownership. You can look through those plats in those same towns and look at how the ownership doesn't jive up with the lot lines. I agree, if the intent is going to be from now on that any split of any lot requires Plan Commission approval, that is fine I have no problem with that. My problem is if the Plan Commission says that you have got to take this lot, this transaction and void it. This transaction already took place. My question is now Dr. Farlow gets mad because he doesn't want it back, suppose he comes in and says if I have to do that then so does Wendt. How do you say that we gotta do this one but we can't do that one? If it's always been and this is how it's always operated I am telling you it is not hard to find lots that have been cut in half or quarters in these small towns. If it has been this way for I can tell you for 21 years, and I know it's been longer than that. By reversing a transaction, this will open a can of worms, there are a lot of people who can come back in, disputes with neighbors. I am not saying that is what is happening here, good intentions on all sides, that is not my point. Who's to say I will get you, I will go in there and say you gotta take that back. What would be the difference?

Mr. Givens: Larry, did you say earlier that the sale was legal?

Mr. Thrush: I didn't say that. No.

Mr. Metz: It is legal.

Mr. Thrush: I would say that a court would set it aside.

Mr. Campbell: Were the other two parties notified that this sale was going on in the first place?

Mr. Metz: I can tell you that I do know that Sposeep knew, at the time he was the owner of the other lot. Chris came in afterward which is part of the thing that makes this more of an unfortunate situation this was all agreed upon and in the process and maybe even done. I think this was done before they took ownership. (Mr. Lochner: right it was) I know that Sposeep knew about it because he and I talked about it.

Curt Campbell: Maybe that should be part of your ordinance to say something like this is happening, that all parties informed.

Mr. Thrush: He didn't agree to it.

Mr. Metz: I don't know, I can't speak to that. I know that he was aware of it because he told me he was. Whether he agreed to it or not is a different question. It is one thing to know about it, it is another thing to agree to it. That may very well be the case,

Mr. Lochner: That is why it comes to the Plan Commission

Mr. Thrush: He didn't agree to it.

Mr. Metz: That may very well be the case, I don't know about that. I can't speak to that.

Mr. Campbell: I think your ordinance would control that.

Mr. Metz: That would only be relevant if it is a violation of the covenants because that's got nothing to do with whether or not this Board.

Mr. Campbell: The covenants should be able to cover that.

Mr. Lochner: My viewpoint of what the covenants is intent. It's what the owner who paid for the covenants his intent was. If you talk to Mark Hauptert he intended for that to be a 3 lot subdivision.

Mr. Metz: But Mark is the one who did the first split without coming in or re-platting which is what he should have done.

Mr. Lochner: I understand what could have happened.

Mr. Givens: We need to move forward, I am looking for a motion to allow Sean until May 1, 2018 to remove the climbing wall. I think that would be acceptable, I think it is hard to expect him going into the fall, I know he is busy to remove it before that.

Mr. Lochner: I am ok, I can't speak for the Wendt's or how they would feel. I understand that the circumstances are very unique. My question is, is there going to be a written agreement? What happens if it is not down by May 1? What does it mean taken down. There are a lot of concerns that I have of what that means, if it is still laying there on May 1<sup>st</sup> what happens, what happens if it is 3 years and it is still laying there? I want to protect myself. I can't speak for my wife, the Wendt's aren't here and neither is their legal representative. I thought a letter was going to be presented and we weren't going to have a lot of discussion. I don't want to speak for a lot of people and say I am all for that. I can see the wall quite clearly as the leaves fall and I can hear when people are down there very clearly as well. Is seven months necessary? I am willing to do that as long as some kind of assurance that enforcement is made as it hasn't been permitted as a structure. As long as Sean understands that there would be some issues of that, I will be willing to listen. If there is some kind of assurance that enforcement

Mr. Unger: It will be free of any foreign wood, it will all be gone. Everything will be gone on that tower. The Built Rite building will be gone. We will get a permit for anyone who puts up the Built Rite shed. That stuff will be gone and it will probably be gone well before then.

Mike Howard: Your insurance expires on November 1?

Mr. Unger: No, I want to correct that, my insurance is up the first week in November. My training session is up then too. One is up Nov. 4 and the other is up Nov. 6<sup>th</sup>. I don't remember which is which but either way I can't be on it after that date.

Mr. Vogel: So then after Nov. 6 you can't use it?

Mr. Unger: I am positive that I can't use it, I won't be buying the insurance.

Mr. Campbell: I move that we allow this with November 6 for the use of the tower.

Mike Howard: With the use of the wall ending on Nov. 6<sup>th</sup>?

Mr. Lochner: Are you saying that the unpermitted structure can be used until Nov. 6<sup>th</sup>?

Mr. Unger: I am using this time, I had a group of 3 people in there in the community yesterday. I am trying to find this the right home. I said that at the BZA meeting. This is not right for everywhere in the community. I understand the politics along with the river trail, for both sides of it. Using the example of that I don't want this to be a black eye, I have already understand that I have made a black eye with some of the neighbors and I am sorry about that. I want everybody to be able to use this not to be just inclusive of some groups. I am talking with a group pretty seriously right now but that is going to take time, they can't just say let's do it. I can recoup about \$30,000.00 worth of the \$60,000 that I had in this, but the other \$30,000 I am going to try to do a go fund me, not for myself but I will do it for whoever gets it.

Mr. Givens: Curt's motion included use until Nov. 6, and would allow him to remove it by May 1, 2018. Is that correct Curt?

Mr. Campbell: Yes

Mr. Givens: I have a motion.

Mr. Vogel: I agree with allowing him to tear it down by May 1<sup>st</sup>. Were you writing down that we are allowing him to use it after we have turned down everything prior to this, I am not so sure.

Mr. Givens: Will you be using it commercially?

Mr. Unger: This has never been used commercially. I take time out of my time, my wife takes time and so does my mother. We have got seven people trained. It is just one of us taking time out of our life. I am not making a dime on it. When I get it to another group, the group I talked to yesterday, I will be donating my time to make sure that it is done safely. I am not making a dime.

Mr. Givens: How many uses would you have if you were to have permission to use it until Nov. 6?

Mr. Unger: I know I want to get my 5 year old son on it more.

Mr. Unger: I don't know what to tell you Chris, you told me before that you don't have a problem with the tower, you have a problem with the covenants. You have a problem with the deed. You told me that at the last meeting.

Mr. Lochner: Sean, I agree. I would be more concerned for what the county would be liable for than I would for anything. It is not a personal thing.

Mr. Unger: I am the one who is liable for it, it is my insurance.

Mr. Vogel: We haven't voted on the first motion?

Mr. Campbell: We haven't had a second yet.

Mr. Givens: We have a first motion from Curt that was an inclusive.

Mr. Vogel: I am thinking we do not want to have a use date in there after we have been all through this, and now we are granting permission. I am not out there to see if he is using it this weekend or next. I don't think we should give him permission in writing to do that. I think the motion should have stated that he can have until May 1<sup>st</sup> to tear it down and that is all we are saying.

Mr. Campbell: I could amend it to do that.

Mr Unger: I am fine with that, I am just looking for a new home for it, shopping around.

Mr. Givens: I have a motion to allow him to have until May 1, 2018 to remove everything on the property.

Joe Vogel: Seconded the motion.

Mr. Givens: I have a second, any further discussion? Board members voted, the motion carried. I don't think we are going to have any discussion about use. Is there anything else anyone would like to add? I think we are going to have to have further discussion on the transfer of ownership within a subdivision. Maybe Larry can do a little more research and give us that, I think we have handled the main objective of the Board which was the removal of the structure at this point, we can discuss the other structure at another time.

Mr. Thrush: I think that little doubt a court will set aside the Farlow to Unger conveyance. Ideally Sean should convey it back to Farlow. By doing so he could avoid, what our ordinance provides for attorney fees in the event that we enforce the ordinance, so we could pay attorney fees if it comes to that.

Mr. Metz: The only question I have when it comes to the Ordinance, where in the Ordinance does it say that you can't split a lot. I have not been able to find it. It has got to be in the ordinance. Where is there either something in the subdivision ordinance that excludes lots in a subdivision from that or a separate issue in the master plan.

Mr. Thrush: I don't see why you think you can take a platted subdivision and start cutting it apart.

Mr. Metz: All you are doing is selling part of it. It is happening, this is nothing new.

Mr. Thrush: A lot of people are speeding, and the one that gets caught it doesn't do any good to say look at all these other people speeding.

Mr. Metz: I disagree with the analogy, you are making an assumption that it is illegal and I don't think that it is.

Mr. Thrush: I understand that you don't think so.

Mr. Lehman: I don't think it is illegal either.

Mr. Thrush: Maybe a judge will have to tell us.

Mr. Metz: That is fine. I can tell you from a practical standpoint that if this Commission starts kicking back transactions that have happened from this kind of thing particularly. If it is used for legal purposes and this Commission says that we are not going to allow these anymore. My question to you is what is going to stop me or Brad Farlow from going to Wendt's and saying you gotta do the same thing. That is as illegal and you can use Larry's analogy, you were speeding.

Mr. Thrush: How long ago was that transfer?

Mr. Metz: Is that relevant?

Mr. Thrush: Statute of limitations.

Mr. Metz: I asked about the statute of limitations, what is it? Pull that back in.

Mr. Givens: I would like to end this part of the discussion, we still have several things on our agenda.

Mr. Lehman: May I ask Greg a question please? Greg, if they are going to make Sean give this back what are you going to do the next time you are doing title work on the split of a lot, no matter where that lot is?

Mr. Metz: We are going to require Plan Commission approval, we will have no choice. Not only that but if we find one that was split two years ago we are going to require it to come before the Plan Commission to affirm that split, because we can't insure the buyer of a parcel if this split happened two years ago, and it is within the statute of limitations and it is within that I have to require them to come in and get approval before we can sell it, and if this Board doesn't give them approval?

Mr. Lochner: I think most people if they weren't going after it with the issues of the covenants that we had with this situation. I think the Plan Commission is going to be more than likely to approve all of those. That did happen, unfortunately. Just for the wall removal, and maybe you can explain that to Mike and Donna Wendt, is there any language that if it doesn't get done, is the cabin being removed at the same deadline as the main structure that has huge issues? I just want to be clarified of what to expect. Did you guys vote or is that done later?

Mr. Campbell: We do that a lot of times, if we have people that have places that need cleaned up we give them a certain amount of time and if it isn't done then we put a lien on the property.

Mr. Lochner: I trust Sean's word I really do, it is just the understanding, I just want to be able to explain it to other people who might have an interest and my wife in general. I agree with you Greg that this is a mess. What we don't want to do is let this ride. I just don't want to be back here in twenty years when somebody else who is buying that land or Wendt's concern that I sell my part off and they try to do the same thing that happened twenty years from now. That is really, I believe, a lot of his concern, I don't want to speak for him.

Mr. Givens: Our splits are different than the covenants, I think the covenants will disallow Sean from building anything on that ground.

Mr. Lochner: 100%

Mr. Givens: Our splits have nothing to do with what he is going to build because he does have an acre and a half.

Mr. Campbell: What are your feelings on what should be done?

Mr. Lochner: Our feeling is and legal people can say I think our covenants say, lots 1, 2, and 3. Just two months ago, I wasn't here at that meeting but an attorney, Mr. Mark Guenin argue the fact of our covenants that Mr. Spousep had a business trying to negate the fact that Sean can have a business and showing precedence. If you allow one thing on the covenants, to have one little bit a lawyer can use that as not enforcing. Getting

your mail at your residence because you closed down your scrapyard 12 years before is quite a stretch. Once again if it says 1,2,3 at the top the intent of the person says that. I am not saying what he did before is right or wrong, but that is our concern of our covenants. If you do not enforce what we believe is 3 intended lots, 20 years down the road or 5 years down the road someone can say they didn't say anything about that, they are allowing that. That is where I believe Wendt's are coming from. I am in a lose-lose situation here. I have one neighbor who doesn't talk about this at all and I have one neighbor who is trying to enforce his covenants because he is nervous about what his property values are going to do and it is his concern. I am stuck in the middle between 2/3 vote if I want to add on or do anything I have to follow the law. With what we have seen and what I have heard that is what our position is. We think it is a covenants issue, our other issue is who do I go after, the deeded owner, or a possible invalid deed owner?

Mr. Thrush: You think your covenants prevent them from splitting?

Mr. Lochner: It can be argued either way Larry.

Mr. Thrush: I don't think it does.

Mr. Lochner: It might not.

Mr. Givens: I am going to be honest with you Larry, I got the impression that you thought that was illegal. So you are telling me that they can split?

Mr. Thrush: I think it is a violation of our Ordinance, I don't think it is a violation of the covenants, I don't think the covenants prevent it.

Mr. Metz: The covenant has to tell you what you can't do it tells you what is restricted.

Mr. Lochner: You might be right, I am not a lawyer and I don't pretend to be one. That is the concerns we have here where does this open up? Getting mail it doesn't say anything in the covenants that you can't get mail from your business either but somebody is going to bring it up. And that is the unfortunate thing when you have litigation someone can bring it up and say well this was an unpublished piece that may have this feeling about something you should think that. That is what we are concerned about. Once again it does what we believe violates county law it is hard for myself or my wife to support something that might be against the law or appear that way to one of my neighbors saying I can't support you here because I disagree. I have to look at my family's interest in what is going to happen in twenty years. You know Sam, Sean's father, is very upset that maybe they shouldn't have sold this land twenty-five years ago. I don't want to have that same feeling twenty-five years from now. That is where the frustration is, it is a hornet's nest, nobody meant to have that. I know that

Mike is taking steps to have this be reviewed so this doesn't happen. Mistakes happen, maybe it was, maybe it was unintended, but how do we fix them? Do we start now and fix them correctly? That is what I am hoping you guys will do. If Sean says this is crazy, this is my land and I am going to fight it no matter what, I understand that I would be frustrated if I was him I really would. The easy way is to give it back to Farlow and we all go on our way and we move the wall and we all become friends. That is frustrating, that is a very big bite to chew and I get that. In my business and I am sure like everybody else's business you have to look into a lot of things because it is very expensive to operate a business now days and get all the permitting. I want Sean to know it is nothing personal. I came into this because it was a beautiful house, and I have been looking for eight years, there is not a cul-de-sac, with three lots, with beautiful woods behind it overlooking the prairie and woods. I thought I jumped into a great situation and now I have people who are frustrated with us because they don't know my side of the story or my wife's side of the story. Like Greg said it is an awkward position, and it is for you guys too.

Mr. Givens: I appreciate everybody's attendance.

Patty Godfroy: Doug, you wrote the covenants for this in the beginning and my understanding is you worked with Mr. Hauptert and the owners?

Mr. Lehman: Yes

Ms. Godfroy: Do you feel the intent of this was to have three lots?

Mr. Lehman: I feel that when he established it, he obviously put three lots there. He did not ask that the covenants say you could not divide off a lot or split a lot. As Greg says the covenants out at Honeywell Gardens say you cannot split off a lot. It is a provision that could have been included there he did not ask that that be included.

Ms. Godfroy: So you didn't get that feeling at all from him back then?

Mr. Lehman: I will be honest with you that was almost thirty years ago. Exactly what he did say or intended, I don't know.

Mr. Givens: There would be no reason to put in there separate owners because there would be no purpose for anyone to own part of a lot because they couldn't build on it. So there would be no purpose to put in a separation of owners in my mind.

Mr. Metz: This is almost a unique situation because of the layout of the lots, that land has almost more value to him than it does to Dr. Farlow.

Mr. Campbell: I think I remember some reasons why that wasn't even part of the lots because it separates itself out by the drainage. I think that was part of it, you put that in there because of the drainage coming down was the main reason.

Mr. Lochner: I think some people leave things out of the covenants because the statute is already in the Ordinance, so it would have to be preapproved. In our covenants you can't build below the 740 line so why would anybody do that. Once again the intent is very hard to justify and understand, other than talking to Mark and some people have and asked his intent. That is part of our covenants battle that may loom later.

Mr. Givens: Next on the agenda is Memorandum of Meetings

Mr. Howard: Just to make the Board aware, in our procedure, Mr. Thrush pointed out per Indiana code there are some steps we are to take. The following information is to be taken: date, time and place of meeting, members of the governing body present that is taken care of. That memorandum is something that should be prepared and available for public viewing even prior to the minutes. I think with that information and the written notes of the meeting we are complying with that part.

Mr. Givens: Next on the agenda is Solar Farm Development Tour

Mr. Howard: I have a copy of some changes to our solar farm ordinance. There is some talk of the potential for some large solar farms to be placed in some areas. Are we going to limit the size? Will they be allowed on Ag 1 or 2 ground? We have discussed visiting a solar farm, I have located two in Peru, at this point we may have to wait till early spring to go over and see that site.

Mr. Givens: Next on the agenda is the Mowing Ordinance

Mr. Howard: I have created a draft of an ordinance for mowing liens and how I would like to change our approach to that going into 2018. We can talk more about this next month. Section eight is kind of an outline for action and penalties on violations, it is not specific yet. We are going to have to determine how contractor fees are determined. We would need to go through each year and renegotiate with each group that would be willing to be on contract. I would like this to be supplement to the main Ordinance, that way when you review it each year you would not need to go through the entire Ordinance.

Mr. Givens: What are the requirements for notification to the property owner?

Mr. Howard: In the event that a violation should exist The Plan Commission would notify a responsible party of the existence of the violation. The county shall not be required to give more than one written notice of the violation to the responsible owner

for the same violation There would be one written notice to the deeded owner sent certified return receipt. If it comes back non-forwardable then we would have it mowed.

Mr. Campbell: We would put a lien on the property if the property owner doesn't pay.

Mr. Howard: We would have contractor rates, I have looked at an ordinance for the town of Claypool. They charge \$100.00 for the first hour and \$1.00/minute after. Some questions: When would the contractor time start and end, when they leave their shop or when they arrive at the site? I think we would want multiple contractors so that we could send the one closest to the vicinity. We would put a notice in the newspapers each spring to notify the public this is the county's policy regarding mowing.

Mr. Givens: Is there anything in there that says that the person that we hire is not going to be responsible for any damage to the property?

Mr. Howard: Not on this one.

Mr. Vogel: I don't know that we would get very many bidding on this due to the possibility of damage to equipment.

Mr. Howard: The Commissioner's Ordinance says 18 inches high. I have changed that to 12 inches for this ordinance.

Mr. Rice: When I was in banking it was hard to get a mowing contractor due to the possibility of damage to their equipment.

Mr. Campbell: Is this anything the County Highway department could do?

Mr. Howard: That is something to think about.

Mr. Howard: As far as the trail setback, there is nothing new to report. I think we have agreed that it has to be from a structure not a property line.

As far as the Wabash River Trail, Lagro Creek east to Rager Creek has been approved by IN DNR and Drainage Board, they have no issues with that part of that. My intent is to issue the permit for that part of it. From Spencer Street east over the proposed bridge at Lagro Creek has been approved by DNR, I have not issued a permit of the floodplain portion due to the discussion of who legally owns the properties. Greg Metz has researched and determined all down through Basin Street belongs to the town of Lagro and not the property owners. My intent is to go ahead and issue the permit for that part also. The only discretionary part which we already issued a permit for is the boat ramp area they are still discussing. Hopefully they are able to work out something with the Gray's,

From the William Gray home to the Wabash City limits there are no homes that are in our jurisdiction that would be in dispute with the WRT, we would not need setbacks. I would prefer not to do any setbacks.

Parcel Review Committee, issues like what we have been dealing with would not come up. The majority of the splits will not have to go before the Plan Commission Board.

Complaints:

East on St. Rd. 124, I have talked with Jennifer Scott. Jennifer informed me that the State has determined that bed bugs are not a health hazard, as far as rats she has to be asked to look inside the home. If that is the issue she could condemn it.

Nathan Ebert, had received letters from the town of Converse to clean up his property, so he moved it to Wabash County. He has been given until Oct. 13th to clean it up. Larry Thrush will file on it after the 13th.

David Francis unsafe premise, a summons was served on Sept. 22, 2017, his time to reply is the 14th of October. He has started doing some demolition.

Mr. Vogel: The structure is down. He still has a little clean up to do.

Mr. Howard: The Ricky Newsome property in Speicherville, he is buying it on contract. Mr. Newsome has been ordered to clean up the property. Submitted entry by default, this was signed in July and he was given 45 days to clean up.

Mr. Givens: I was thinking the property has now been deeded to Mr. Newsome.

Ordinance draft discussion: CFO – The BZA had a request for a variance from the setbacks from other residences. The current ordinance states that they have the right to request a variance, I would like the draft ordinance to require the applicant must meet the 1320 setback. No Variance for this would be considered. Board members can discuss in detail ext meeting.

Mr. Vogel made the motion to adjourn, this was seconded by Ms. Godfroy.

The meeting adjourned at 9:15 pm.

Libby Cook  
Secretary, Wabash Co. Plan Commission