

**FAVORABLE RECOMMENDATION
CONCERNING A CERTAIN PLAT
TO THE LAPEL TOWN COUNCIL**

CERTIFICATION OF THE LAPEL PLANNING COMMISSION

Comes now the Lapel Planning Commission and submits the following favorable recommendation to the Lapel Town Council; and

WHEREAS, this Certification is being submitted within ten (10) days after the meeting held by the Lapel Planning Commission concerning a certain final plat of property located at 0 S 1000 West, Pendleton, IN 46064, as fully described in the attached Exhibit "A" in the Town of Lapel Planning Commission.

WHEREFORE, the Lapel Planning Commission hereby issues this Certification with a **favorable recommendation** to the Lapel Town Council.

DATED: _____

LAPEL PLANNING COMMISSION

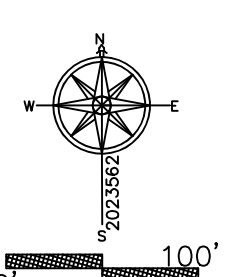
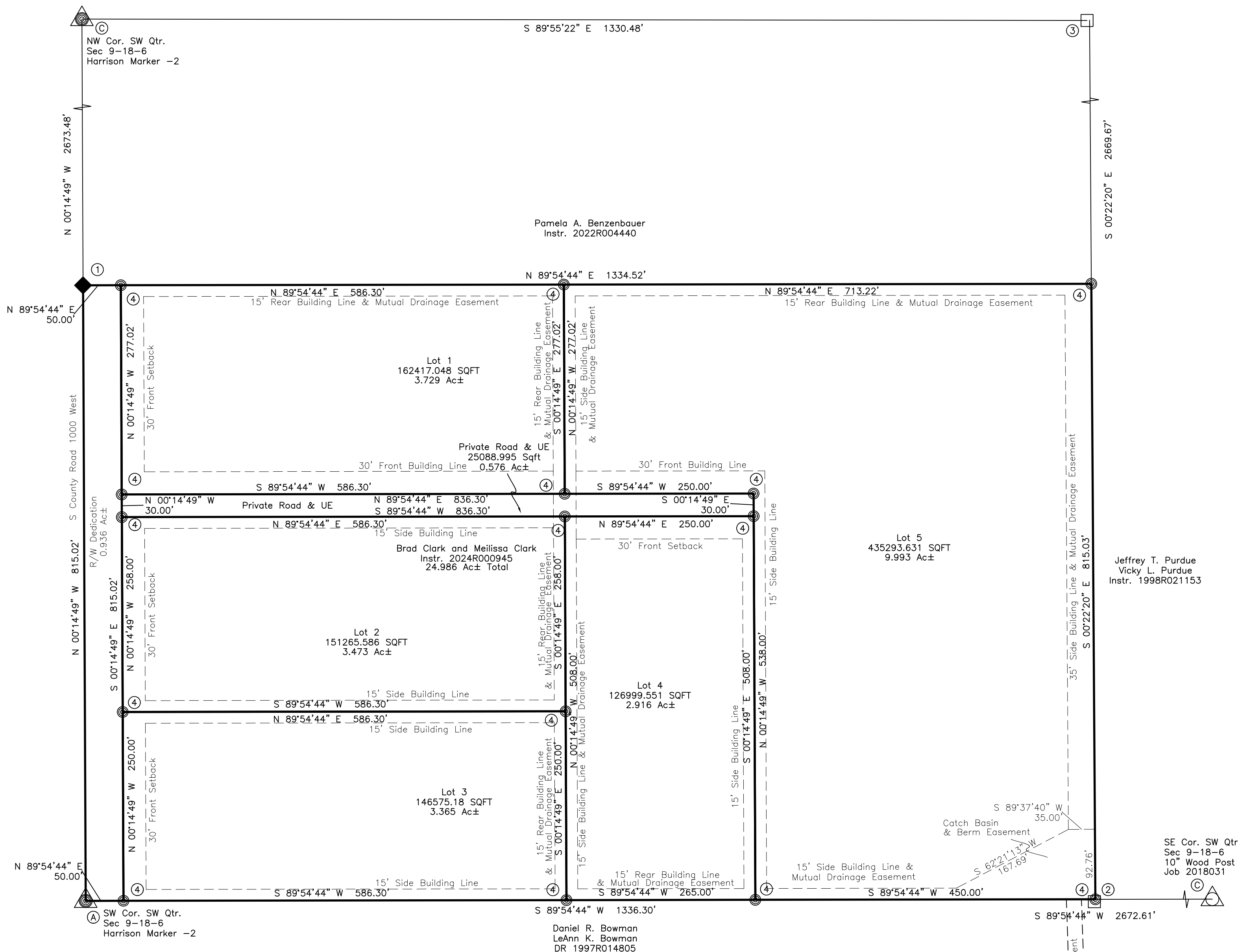
Matt Wood, President

ATTEST:

Teresa Retherford

Clark Homestead Subdivision

Part of the Southwest Quarter of Section 9,
Township 18 North, Range 6 East
Green Township, Madison County



- SCALE
1" = 100'
Zoned Agricultural
Front: 30' (Collector)
Side: 15'
Rear: 15'
- ⊙ = Monument as labeled
 - ◆ = Existing Nail
 - = Existing Post
 - ⊕ = Possible Well (unverified)
 - UE = Utility Easement

Plat Note: An 8" PVC drainage pipe is to be placed in the drainage easement across the private road.

CORNER MONUMENT	CONDITION	DEPTH
(A) Harrison Marker	Good	2" Below Grade
(B) 10" Wood Post	Ref: Job 2018031	AT GRADE
(C) Harrison Marker	Good	2" Below Grade

MONUMENT TYPE	CONDITION	DISTANCE	DEPTH
① Mag Nail	Good	Held	1" Below
② 6x6 Wood Post	Good	3.1' S, 1.3' W	N/A
③ 8" Wood Post	Good	Held	N/A
④ 5/8" Rebar	New	To Be Set	At Grade

SHEET 1 OF 2
DATE: 01/10/24



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Haldon L. Ashton
This Instrument Prepared by: Haldon L. Ashton

Clark Homestead Subdivision

Part of the Southwest Quarter of Section 9,
Township 18 North, Range 6 East
Green Township, Madison County

A part of the West Half of the Southwest Quarter of Section 9, Township 18 North, Range 6 East in Green Township, Madison County, Indiana, described as follows:
Beginning at a Harrison Marker at the Southwest corner of the Southwest Quarter of Section 9, Township 18 North, Range 6 East; thence North 00 degrees 14 minutes 49 seconds West 815.02 feet (assumed bearing) along the West line of said Quarter Section to a mag nail; thence 89 degrees 54 minutes 44 seconds East 1334.52 feet parallel with the South line of said Quarter Section to a 5/8-inch rebar on the East line of the West Half of the Quarter Section; thence South 00 degrees 22 minutes 20 seconds East 815.03 feet to a 5/8-inch rebar on the Southeast corner of said Half-Quarter Section; thence South 89 degrees 54 minutes 22 seconds West 1336.30 feet to the point-of-beginning, containing 25.00 acres, more or less, and subject to the right-of-way for County Road 1000 West across the Westerly side, and to all easements of record.

I, Haldon L. Ashton, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana:
That this plat correctly represents a survey completed by me on December 12, 2023, that all the monuments shown thereon actually exist or bond has been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

Registered Land Surveyor LS 80040149
Haldon L. Ashton

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Haldon L. Ashton, who acknowledged the execution of the foregoing plat, to be voluntary act and deed this _____ day of _____ 20____.

Signature: _____

Printed: _____
Notary Public

My Commission expires: _____ Resident of _____ County, _____.

Boundary Survey recorded in Instrument Number _____ Records of Madison County, Indiana.

20 foot Storm Water Easement recorded in Instrument Number _____ Records of Madison County, Indiana.

Covenants, Conditions, and Restrictions recorded in Instrument Number _____ Records of Madison County, Indiana.

OWNER'S CERTIFICATE

We, the undersigned, certify that We are the owners of the real estate shown and described herein; and do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat, and subdivide said real estate in accordance with the herein plat.
This subdivision shall be known and designated as Clarks Homestead Subdivision, an addition to Lapel, Indiana.

SOUTH COUNTY ROAD 1000 WEST (ATLANTIC ROAD) DEDICATION STATEMENT

The undersigned, being fee simple owner of the 0.936 acre tract of land, does hereby dedicate said tract of land, on behalf of and for the public use as South County Road 1000 West (Atlantic Road) Right-of-Way for public use. Decorative signs, sprinkler systems, trees, landscaping mounds, fences, lighting, septic fields or other such amenities and permanent structures are not permitted in the Right-of-Way.

WORK IN RIGHT-OF-WAY

All work within the Right-of-way on County Road 1000 West (Atlantic Road) must be permitted through the Hamilton County Highway Department.

EASEMENTS. There are strips of ground shown on this plat and marked "Easement," granted and dedicated and reserved for the mutual use and accommodation of the Town of Lapel and/or any granted public or private utilities, including: water lines, wastewater lines, storm drainage and stormwater lines, gas lines, communication facilities, utility poles, electrical power lines, equipment, cabinets, closures, manholes, conduit, cables, lines, and appurtenances. All grantees shall have the right to remove and keep removed all or part of any structure, building, fence, tree, shrub or other improvement, growth, or obstruction which may in any way endanger or interfere with the construction, maintenance, operation or efficiency of the respective utility in, on, or under said easement strips. The Town of Lapel and all granted public utilities shall at all times have the full right of ingress and egress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of the respective systems without the necessity at any time of procuring the permission of anyone.

SIGHT VISIBILITY. No fence, wall, hedge, tree or shrub which obstructs sight lines between 3 and 8 feet above the grade of the adjacent road shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points along the street rights-of-way located:
35 feet from their intersection for road classified as arterial by the Thoroughfare Plan or Functional Classification Map,
30 feet for roads classified as collectors by the Thoroughfare Plan or Functional Classification Map,
15 feet for roads classified as local by the Thoroughfare Plan or Functional Classification Map, and
Ten (10) feet for all private driveways.

UTILITY EASEMENT. No permanent structure shall be placed within a utility easement. This shall include fencing or any other screening material, accessory structures, or any other item which may prohibit access to a utility or easement holder. If a permanent structure is placed within a utility easement, it may be removed or accessed as necessary by any affected easement holder or utility without cost to that holder or utility.

DRAINAGE EASEMENTS. This subdivision is subject to all drainage system design and construction standards of the Lapel Subdivision Control Ordinance, which provides for the repair and maintenance of the system, including the assessment of owners of lots to maintain swales and participate in the cost of the maintenance of legal drains. All drainage easements shall run to the Madison County Drainage Board.

DRIVEWAY. No driveway shall be located within 40 feet of the intersection of two street right-of-way lines.

PRIVATE DRIVE AGREEMENT. The 30 foot wide ingress-egress and utility easement labeled 30' Private Road is for the benefit of Lots 2, 4, and 5 only. It shall be considered as a private drive and not for public access. There shall be a sign at the end of the drive designating it as a private drive. The owners and their successors agree to maintain the drive to as nearly as possible the same condition as existed when the drive was constructed. The Town of Lapel, IN is exempt from any maintenance or upkeep of this private drive. Ownership and maintenance shall be divided equally between lots 2, 4, and 5. It is further understood this 30 foot easement is also for utilities. It may be necessary to repair such utilities. At no time can any repair block access to any of the lots. When such repair is completed the drive is to be restored to the original condition or better.

MUTUAL DRAIN AGREEMENT. A 15 foot wide mutual drainage easement to cross and service the lots as reflected on the plat, said easement is restricted to use for drainage and for maintenance of the drainage easement and not for public access. Ownership and maintenance shall be divided by the lots serviced by said easement.

The foregoing covenants, or restrictions, are to run with the land and must be binding on all parties and all persons claiming under them until January 1, 2049, at which time said covenants, or restrictions, must be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any of the foregoing covenants, or restrictions, by judgment or court order must in no way affect any of the other covenants or restrictions, which must remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witnessed our hands and seals this _____ day of _____, 20____.

Brad Clark -- Signature

Melissa Clark -- Signature

STATE OF INDIANA)
)SS
COUNTY OF MADISON)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Brad Clark and Melissa Clark, who acknowledged the execution of the foregoing plat, to be voluntary act and deed this _____ day of _____ 20____.

Signature: _____

Printed: _____
Notary Public

My Commission expires: _____ Resident of _____ County, _____.

PLAN COMMISSION CERTIFICATE

Under authority provided by IC 36-7, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town Council of the Town of Lapel, Madison County, Indiana, this plat was given approval by the Lapel Advisory Plan Commission on the _____ day of _____, 20____.

Signature: _____ Signature: _____

Printed: _____ Printed: _____
President Secretary

APPROVAL AND ACCEPTANCE OF DEDICATION BY THE LAPEL TOWN COUNCIL

This plat and the acceptance of any public rights-of-way dedicated herein is hereby approved on the _____ day of _____, 20____, by the Town Council of the Town of Lapel, Indiana.

Signature: _____ Signature: _____

Printed: _____ Printed: _____
President Clerk/Treasurer

PLANNING AND ZONING CERTIFICATE

I, _____, Zoning Administrator/Building Inspector for the Town of Lapel, hereby certify that the application for approval of this plat meets all of the minimum requirements set forth in the Comprehensive Plan of Lapel, Indiana such other applications requirements contained in the Unified Development Ordinance of the Town of Lapel, August 20, 2015, as amended.

Signature: _____

Printed: _____
Zoning Administrator/Building Inspector

SHEET 2 OF 2
DATE: 01/10/24



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Haldon L. Ashton

This Instrument Prepared by: Haldon L. Ashton