



**BARTHOLOMEW COUNTY
BOARD OF ZONING APPEALS
(February 25, 2014 Meeting)**

STAFF REPORT

Docket No. / Project Title: B/CU-14-01 (White Creek Acres)
Staff: Melissa Begley
Applicant: Bruce & Juli Bartells
Property Size: 42.33 Acres
Zoning: AG (Agriculture: General)
Location: 6130 W. 930 S., in Jackson Township

Background Summary:

The applicant has indicated that the proposed conditional use will allow a home based business (a wedding reception venue) in the AG (Agriculture: General) zoning district.

Preliminary Staff Recommendation:

Denial, criteria 1, 3 and 4 have not been met.

Zoning District Intent:

The intent of the AG (Agriculture: General Rural) zoning district is as follows: The AG zoning district is intended to provide areas for a mixture of agricultural and residential land uses. This mixture is intended to support the long-term viability of agricultural operations, while also allowing increased non-agricultural development in areas adjacent to developed infrastructure. This district should be used to provide unique, rural housing options and the future ability to extend urban infrastructure.

Current Property Information:	
Land Use:	Large lot single family residential
Site Features:	2 single family residences, barn, detached garage, cultivated field, pond
Flood Hazards:	There is an area of 100-year floodway fringe located on the north side of the property.
Vehicle Access:	930 South (Collector)

Surrounding Zoning and Land Use:		
	Zoning:	Land Use:
North:	AG (Agriculture: General)	Woods, farm fields
South:	AG (Agriculture: General)	Farm fields
East:	AG (Agriculture: General)	Single family residential, farm fields
West:	AG (Agriculture: General)	Large lot single family residential

Interdepartmental Review:	
County Highway:	<p>Yes there are sight visibility issues. Assuming that all exiting traffic is using the west fork in the drive, which is how they have it signed, because the east fork is terrible.</p> <p>The west drive has issues as well. Stopping where an exiting driver can make a left turn, the drive is situated just east of the crest of the hill creating a blind area where approaching vehicles disappear briefly. An oncoming vehicle is visible for approximately 100 feet then disappears for 310' then reappears again 160' before reaching the drive. This probably isn't a problem for people familiar with it, since they know to wait a second to make sure no one is in the blind area, but for this type of business, where most of the traffic will be guests and not familiar with the situation, it could create problems.</p> <p>If the exiting vehicle moves all the way to the west side of the drive, the visibility improves tremendously, but the angle to the road makes it impossible to turn left for most vehicles. If the drive could be realigned, so that drivers could exit at the west edge of the drive, but be square with the road it would be ok. I realize that there may be property line and terrain issues with this solution.</p> <p>As far as the volume of traffic, I don't see this business creating enough traffic to create any traffic issues</p>
Code Enforcement:	<p>Gene will need to be contacted to do an inspection of the barn. There will be building and fire code issues that need to be addressed. Some of the issues Gene will look at include construction type and size of the building, occupant load which he can determine, required number and location of exits, lighted exit signs and emergency lighting, fire extinguishers and etc. All issues will need to be resolved before approval can be given from Gene for this use.</p>

Health Department:	<p>The health department has on file the records of on-site sewage system installed for the house located at 6130 W 930 S. However, this department does not have record of the on-site sewage system for the structure labeled "Bride's Cottage". Since this would be for commercial use, the Indiana State Department of Health would be responsible for sizing and siting the on-site sewage system. This department does not regulate port-o-lets, including how many would be needed, how many would be needed for each sex, and handicap accessibility. There are no local health regulations against the use of port-o-lets in this situation.</p> <p>Upon review of the documents, this department's biggest concern is the on-site sewage system serving the "Bride's Cottage" for which we have no records. The on-site sewage system installed for the house is not large enough to accommodate 225 people.</p>
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Planning Consideration(s):

The following general site considerations, planning concepts, and other facts should be considered in the review of this application:

1. The applicants have indicated that they would like to operate a wedding reception event venue on the property. The property would be available from May 15 to October 31 and the hours of operation would be 7 am to 12 am. The maximum number of guests is 225.
2. The Zoning Ordinance requires 1 parking space for every 3 persons by seating capacity in the largest assembly area. With 225 guests, this would require 75 on-site parking spaces.
3. Guests would be able to rent a 4,600 square foot barn, the upper barn, near the front of the property. They would also be able to rent a 1,200 square foot single family dwelling, also known as the bride's cottage. The other single family dwelling is the owner's private residence and would not be available for rent.
4. The closest residential property is located west of the subject property and the house sits approximately 230 feet from the barn on the applicant's property. This same neighbor also shares part of the drive with the applicant. The drive entrance is approximately 65 feet from the house of the adjoining property owner.
5. The property is accessed from 930 South, where there is a forked entrance, partly shared with an adjoining property owner. Guests would enter the site using the east fork and guests would exit the site, according to the signage, on the west fork. The County Highway Department has indicated that there are sight visibility issues with both drives, the east fork being worse.
6. The guests would have access to the "bride's cottage" for restroom use. Two port-o-lets and a wash station would also be on site for the guests. The "bride's cottage" and private residence share a residential septic system.
7. Section 6.6(Part 2)(B) of the Zoning Ordinance lists 9 requirements for a home-based business. If one or more of those requirements is not met, conditional use approval is required to operate the business. Five of the requirements for a home-based business have been met. The petitioners will not meet the 4 following requirements:
 - a) Effects of Operations: There shall be no equipment or process used in the home-based business that creates noise, vibration, glare, smoke, fumes, odors, or electrical interference that is detectable, without the aid of instruments, at the property line. The barn will be used for wedding receptions that will have music that could create noise beyond the property line.
 - b) Employees: The home based business may not involve the onsite employment of any persons, or regular (on a weekly basis) on-site gathering of any employees, other than those residing at the location of the home occupation. The petitioners will have a parking attendant and uniformed security guard. In addition, although not employed by the applicant, employees for caterers, flowers, music, photographers, party supplies, etc., will be on-site for many of the events.
 - c) Parking & Business Vehicles: The home based business shall not involve regular (on a weekly basis) on-site customers, employees, meetings, or other events that necessitate the installation of any off-street parking spaces in addition to those required by this Ordinance for the dwelling unit. The petitioners are required to provide 75 parking spaces on-site, which

will require the petitioners to install a gravel parking area to accommodate the required parking

- d) **Business Area:** The home-based business shall be located within the dwelling and/or an accessory building, but shall not exceed a total area equal to 500 square feet or 20% of the total floor area of the dwelling, whichever is less. The petitioners will be utilizing both the barn and the “bride’s cottage” for their home based business. These accessory structures exceed 500 square feet.

Comprehensive Plan Consideration(s):

The Future Land Use Map indicates the future use of this property as General Rural District.

The following Comprehensive Plan goal(s) and/or policy(ies) apply to this application:

1. **Goal 3:** Maintain rural neighborhoods, establish appropriate new neighborhoods, and revitalize existing rural towns and villages.
2. **Goal 4:** Create stable residential neighborhoods that are safe, healthy, socially satisfying and retain their economic value.
3. **Policy 5-A:** Establish criteria for location of recreational, public and institutional uses such as churches, schools, cemeteries, community centers, fire stations, campgrounds, and private recreational facilities in Bartholomew County. These criteria should take into account the potential impact of each use on traffic patterns, utilities, infrastructure, and the enjoyment of surrounding properties.
4. **Policy 18-O:** Encourage rural-related businesses of a scale appropriate to their surroundings, such as agriculture products and services stores, seasonal produce markets, hobby and craft stores, wineries, greenhouses, small engine repair. Where these types of businesses are of a suitable scale and in appropriate rural locations, encourage them as home-based businesses.

Provisional Findings of Fact/Decision Criteria

Section 12.4(D) of the Zoning Ordinance permits the Board of Zoning Appeals to allow conditional uses that meet the criteria listed below. The Board may impose reasonable conditions as part of an approval.

1. **The proposal will not be injurious to the public health, safety, and general welfare of the community.**

Provisional Findings: The subject property has access onto 930 South which is classified as a collector and can accommodate the increased traffic from the proposed use. The location of the forked entrance drive does have visibility issues. The east fork is located just past the crest of a hill and drivers cannot see oncoming traffic from the west. The west fork has visibility issues as well, although slightly less than the east fork. In addition, the west fork creates an awkward angle for drivers turning left onto 930 South, creating a public safety issue. *This criterion **has not** been met.*

2. **The development of the property will be consistent with the intent of the development standards established by the Zoning Ordinance for similar uses.**

Provisional Findings: The property is zoned AG (Agriculture: General) and the applicant will be utilizing the existing buildings on the property. The existing drive on the property is paved and an additional gravel parking area will be created to meet the parking lot requirement. Gravel parking is permitted in agricultural zoning districts. *This criterion has been met.*

3. **Granting the conditional use will not be contrary to the general purposes served by the Zoning Ordinance, and will not permanently injure other property or uses in the same zoning district and vicinity.**

Provisional Findings: This area is rural in nature with farm fields and scattered residential dwellings. The barn to be utilized for events is located less than 250 feet from the adjoining

property owner. Music and other noise would create nuisance noise for the adjoining property owner. The adjoining property owner's house is approximately 65 feet from the drive that is shared with the applicant. There will be increased noise as cars enter and exit the site and car headlights will be shining onto the adjoining property at night. Altogether this creates a nuisance for the adjoining property owner and injuring other property in the vicinity. *This criterion **has not been met.***

4. The proposed use will be consistent with the character of the zoning district in which it is located and the recommendations of the Comprehensive Plan.

Provisional Findings: This property is 42 acres in size and is zoned AG (Agriculture: General) which allows for single family residential and agriculture types of uses. The property will continue to be utilized as a single family residence and the remaining property will still continue to be agriculture. The wedding reception venue will not change the character of the property, however Policy 18-O of the Comprehensive Plan encourages rural-related businesses of a scale appropriate to their surroundings and where these types of businesses are of a suitable scale and in appropriate rural locations, encourage them as home-based businesses. Due to the close proximity of the barn to the adjoining property owner's house and the shared drive, this is not an appropriate location. *This criterion **has not been met.***

Board of Zoning Appeals Options:

In reviewing a request for *conditional use* the Board may (1) approve the petition as proposed, (2) approve the petition with conditions, (3) continue the petition to a future meeting of the Board, or (4) deny the petition (with or without prejudice). Failure to achieve a quorum or lack of a positive vote on a motion results in an automatic continuance to the next regularly scheduled meeting.

Conditional Use Requested:

I am requesting a conditional use as listed by Section 6.6 (Part 2) of the Zoning Ordinance to allow the following:

Home-Based Business Wedding/Reception Event Venue

Please see attached sheet.

Conditional Use Criteria:

The Columbus & Bartholomew County Zoning Ordinance establishes specific criteria that must be met in order for a conditional use to be approved. Describe how the conditional use requested meets each of the following criteria.

The approval of the conditional use will not be injurious to the public health, safety, and general welfare of the community.

Please see attached sheet.

The development of the property will be consistent with the intent of the development standards established by the Zoning Ordinance for similar uses.

Please see attached sheet.

Granting the conditional use will not be contrary to the general purposes served by the Zoning Ordinance, and will not permanently injure other property or uses in the same zoning district and vicinity.

Please see attached sheet.

The conditional use will be consistent with the character of the zoning district in which it is located and the recommendations of the Comprehensive Plan.

Please see attached sheet.

I am requesting a conditional use as listed by Section 6.6 (Part 2) of the Zoning Ordinance to allow the following:

Home-Based Business Wedding/Reception Event Venue

White Creek Acres is a seasonal venue open from May 15th to October 31st. We host weddings and small parties such as bridal and baby showers. Our guests are responsible for their own service providers such as caterers and furniture rental. We are strictly a venue.

White Creek Acres is an outdoor venue, with a barn that can be used for shelter during unfavorable weather conditions although some events may occur in this barn.

Events on our farm can range from as small as 10 guests to our maximum capacity of 225 guests (although we have never had that number of guests on our farm). The average number of guests at one of our events is about 125. The average event runs anywhere from 2 to 6 hours. Our farm is rented from 7:00 a.m. to 12:00 a.m. for the day of their event with events beginning after 8:00 a.m. All noise must end by 11:00 p.m. and everyone must be off of the property by midnight.

We book one event per weekend as we do not want our guests to be rushed. Typically we do not book events during July and August. Maximum number of bookings could be 17 events for the entire year depending on how many weekends fall in each month.

White Creek Acres is comparable in use to Breeding Farm, also located in Bartholomew County, although we are a smaller venue.

The Approval of the conditional use will not be injurious to the public health, safety and general welfare of the community.

Overview of the Conditions of Our Property

Our property is located on 42+ acres that sit at the corners of the 400 West and the 930 South in the Jackson Township. The driveway entrance to our farm is located more than 2/10 of a mile from this intersection. We sit between the White Creek Methodist Church and White Creek Lutheran Church and School. The 930 South is a thoroughfare for both of these churches, it is the western entrance into Waymansville and to Lutheran Lake. The 400 West is the back entrance into Seymour via Cortland and is used heavily by Rose Acre Farms. Both roads are used heavily by semi-trucks. Relative to existing uses, our venue will not add a substantial amount of traffic to the 930 South; therefore, the proposed use will not be injurious to public safety.

The development of the property will be consistent with the intent of the development standards established by the Zoning Ordinance for similar uses.

White Creek Acres has adequate space on our property for 75 parking spaces. Our driveway and much of our parking area is asphalt. The remaining parking area will be covered with crushed rock as per County regulations once we have received approval of our permit. We have an agreement with local businesses to accommodate overflow parking should that need arise.

We have a parking attendant on site for all of our events ensuring that our guests know where to park and park appropriately in designated areas.

As mentioned earlier, White Creek Acres is identical in use and scope of services to Breeding Farm, also located in Bartholomew County.

Granting the conditional use will not be contrary to the general purposes served by the Zoning Ordinance, and will not permanently injure other property or uses in the same zoning district and vicinity.

We believe there are three primary issues of interest and would like to address these:

Traffic: As mentioned above, both the 930 South and 400 West easily accommodate a sizeable amount of traffic on a daily basis. Our neighbors, the White Creek Methodist Church is home to many events seven days a week including a large pancake breakfast and a hog roast. These events will usually have 300+ people in attendance.

White Creek Lutheran also hosts many large events for both their church and school including sporting events. Some of these events may have 300+ in attendance.

Our maximum number of guests is 225. Using the County's parking requirement for assembly use of 1 parking space for every 3 persons by seating capacity, that could potentially generate an additional 75 cars on these two roads. This is well below the additional traffic generated by our neighboring churches, which has no demonstrated negative impact in our community. Due to how far our driveway is from the 400 West, traffic entering our property would not impact the flow of traffic on the 400 West. We have never received any complaints from any of our neighbors about traffic.

Noise: We are very sensitive to the noise comforts of our neighbors. Many of our events end early in the day or evening and some of our events do not have music or any type of noise associated with them. Our contract does call for all noise to be ended at 11:00 p.m. with everyone off the property by midnight. We strictly enforce all elements of our contract. We have never received any complaints about noise from any of our neighbors.

Security and Neighbors: Being courteous to our neighbors and respectful of their privacy is very important to us. To ensure this we have a uniformed security guard at the entrance to our property for the duration of every event to direct guests into and out of our property. While we have never had any problems or complaints that our guests have gone across our property line or bothered our neighbors, this is an extra precaution we take to ensure that our guests remain on our property. Both my husband and I are present and visible for every event ensuring complete compliance with our contract and rules.

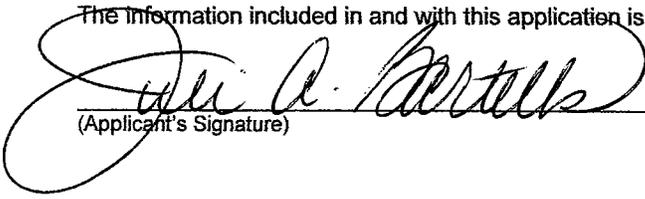
Relative to existing uses, our venue will not be contrary to the general purposes served by the Zoning Ordinance. Due to our security measures, our venue will not place other properties in our vicinity at risk for injury.

The conditional use will be consistent with the character of the zoning district in which it is located and the recommendations of the Comprehensive plan.

Our property is zoned for agriculture. Guests that come to White Creek Acres specifically want an agricultural farm environment. We have not, nor do we plan to make any changes to our farm that would alter our agricultural character. We will remain consistent within the character of our zoning district.

Applicant's Signature:

The information included in and with this application is completely true and correct to the best of my knowledge and belief.

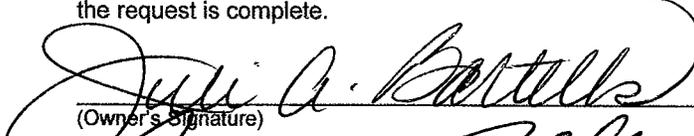


(Applicant's Signature)

1/15/14
(Date)

Owner's Signature (the "owner" does not include tenants or contract buyers):

I authorize the filing of this application and will allow the Planning Department staff to enter this property for the purpose of analyzing this request. Further, I will allow a public notice sign to be placed and remain on the property until the processing of the request is complete.



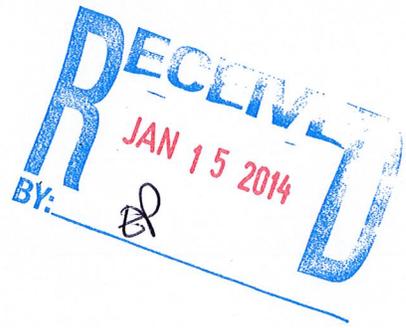
(Owner's Signature)

1/15/14
(Date)



(Owner's Signature)

1/15/14
(Date)



**Columbus – Bartholomew County
Planning Department
Conditional Use Application**

For

**Bruce & Juli Bartells
White Creek Acres
6130 W. 930 South
Columbus, Indiana 47201**

White Creek Acres

Rental Agreement

White Creek Acres, LLC

6120 W. 930 South, Columbus Indiana 47201

812-524-9999 cell 714-269-6372

Email: julibartells@yahoo.com Website: www.whitecreekacres.com Facebook: White Creek Acres

EVENT RENTAL AGREEMENT CONTRACT

PLEASE PRINT

Renter _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell _____ Work _____

Date Requested _____

Type of Activity _____

May we post your pictures on our website, Facebook and Pinterest pages? Yes _____ No _____

Will alcohol be served? (Yes/No) _____ If yes, see "Liquor License" page 3 item number 5.

Name of licensed and insured bartender or a licensed alcoholic beverage caterer:
_____ Phone Number _____

CHARGES

Rental Fee (7:00 a.m. to midnight day of event)..... \$1,400.00

Rental Fee for Half Day Event, maximum 4 hours.....\$ 700.00

Additional Day(s) before or after event (per day)..... \$ 600.00

(There is no charge for your rehearsal the night before your wedding.)

Maximum attendance is 225 guests.

SECURITY DEPOSITS

Security Deposit for Cottage & Grounds Rental\$500.00

Deposit should be mailed or delivered to White Creek Acres, 6120 W. 930 South, Columbus IN 47201.

Personal check, cash or cashiers check are accepted forms of payment for all charges. Please make personal checks payable to Juli Bartells. A credit card must be on file for any charges for cleaning or damages that exceed your security deposit.

Your rental of White Creek Acres, LLC is guaranteed upon receipt of your deposit.

Deposit Received _____	Proof of Insurance Received _____	Security Deposit Refunded _____
Date Received _____	Proof of Bartender's License Received _____	Amount & Date _____
Space Confirmed _____		

For office use only

Renter's Initials _____

Release and Indemnification Agreement

This agreement is entered into by and between White Creek Acres, LLC and the undersigned Renter(s). In consideration of the mutual promises contained herein and other valuable consideration, the parties agree as follows:

1. Rental Deposit

The total rental fee (facility rental and security deposit) is due at the time of signing this agreement, payable in cash or cashiers' check. A date is not reserved until the above rental deposit and a signed Rental Agreement Contract are received. Any changes to this agreement must be received in writing. Upon reservation, you will be provided with a copy of your Rental Agreement Contract signed by both parties which will include the date and time of your event reservation. *Please carefully review that document as only the listed date(s) will be reserved.* We cannot guarantee you the availability of a different date. If a change of date is agreed to, it will be reflected in a new Rental Agreement Contract signed by both parties reflecting the new date. **All reservations will be made in writing and signed by both parties. Absolutely no telephone or verbal reservations or changes are accepted or guaranteed.** A valid credit card must be on file should your cleaning/repair charges exceed your security deposit. Your credit card will be verified 24 hours prior to your event. Should your card be invalid, a new valid card must be provided or your event will be cancelled with your rental deposit forfeited. Your security deposit will be refunded.

The full security deposit will be refunded within 30 days after your event if:

No damages are assessed to The Cottage or the contents of The Cottage, grounds or gazebo.

All materials, trash and debris have been properly removed from the premises after your event.

The amount of any damages or cost for additional clean-up, trash removal, etc., will be deducted from your security deposit. You will be responsible for any costs in excess of this security deposit. Your security deposit will be forfeited to White Creek Acres, LLC if any of the conditions of this Agreement are breached by the Renters, their guests or agents.

2. Hours of Availability

With your rental fee, White Creek Acres is available to you from:

Full Day Event Rental: 7:00 a.m. until midnight the day of your event. Events may not begin until after 8:00 a.m. Staying past midnight will result in the loss of your deposit and an additional hourly charge \$200.00 per hour until you have vacated the premises. If your clean up time will exceed midnight, we you will need to book the day after your event as well. ***D.J.s or bands must quit at 11:00 p.m. This time is strictly enforced.*** Please let us know if you need to make arrangements for your rental equipment pick-up. We do not charge for extra days for rental equipment pick-up.

Half-Day Event Rental: This is a maximum of 4 hours that can occur anytime between 8:00 a.m. and 7:00 p.m.

3. Included in Rental

Included in your rental is:

Use of The Cottage and the restrooms, gazebo, water fountain, flower gardens, paved driveway area, electrical outlets, parking in designated parking areas, parking attendant and uniformed security guard at the entrance of the property. Use of The Stables Barn, 2-10' X 10' white pop-up awnings, and 1- 20X10 white awning, 4-30" fans and use of our wedding props.

YOUR RENTAL OF WHITE CREEK ACRES DOES NOT INCLUDE THE LOG CABIN OR THE PORCH OF THE LOG CABIN.

Renter's Initials _____

4. Cancellation Policy

100% of your security and rental deposit will be refunded if your event is cancelled more than 180 days prior to your event. 50% of your rental deposit plus 100% of the security deposit will be refunded up to 90 days prior to your event date. Any cancellation within 90 days of the event date will result in forfeiture of your rental deposit, we will refund your security deposit. We are more than happy to reschedule your event for another date at no extra charge.

5. Responsibilities of Renters

- A. Smoking is only allowed outside. In order to protect our wildlife, we ask that all cigarette butts be disposed of in the containers provided. No smoking is allowed in The Cottage or restroom areas. If there is any sign of smoking in these areas, 100% of your security deposit will be forfeited.
- B. **NO BONFIRES, FIREWORKS OR HAYRIDES ARE ALLOWED.** No open flames or lighted candles are allowed in The Cottage or The Stables Barn. Failure to adhere to these rules will result in the loss of your entire deposit.
- C. Renter is responsible for set-up and clean-up. Renter is responsible for leaving the grounds and The Cottage clean and in the condition you found them. Please make sure all trash containers are empty of trash before leaving and place sealed trash bags in the Groom's Room in The Cottage. Any expenses incurred to return the property to its original condition will be deducted from your deposit.
- D. Renter(s) will be required to provide White Creek Acres a copy of your Homeowners or Renters Certificate of Insurance with Bruce & Juli Bartells and White Creek Acres, LLC named as additional insureds for your event. Your policy will need to provide an Event Liability Coverage Rider for each day your Party is on the premises (you can contact your agent for this). Limit of liability to be a minimum of \$1,000,000.00. ***Said proof of insurance must be provided no later than two (2) weeks prior to the event date. Failure to provide proof of insurance will result in cancellation of your event and forfeiture of your entire deposit.***
- E. Deliveries for your event can be made to White Creek Acres, LLC. No one from White Creek Acres will sign for your deliveries nor are we responsible for anything that is delivered on your behalf. Any items requiring a signature must be met and signed for by you or your agent. White Creek Acres, LLC is not responsible or liable for any lost, damage or theft of any of your items.
- F. Beer trucks are not allowed on the property.
- G. White Creek Acres, LLC, its owners and agents are not responsible for lost, stolen or damaged articles before during or after your event.
- H. The use of illegal substances anywhere on White Creek Acres is prohibited. Any use of such substances will result in the immediate termination of your event. Should law enforcement be required at your event, your event will be immediately terminated.
- I. It is expected that your guests will conduct themselves in an appropriate manner. Guests not behaving in an appropriate manner will need to leave the property.

6. Catering

White Creek Acres does not provide catering services. Our guests will need to provide their own caterer.

7. Rental Equipment

White Creek Acres does not provide rental equipment. Our guests will need to provide their own tables, chairs, etc.

8. Proof of Bartender's License

You must use a licensed and insured bartender or a licensed alcoholic beverage caterer if you plan to serve alcoholic beverages. The Renter is responsible for obtaining and providing to White Creek Acres, LLC a copy of the bartender's /caterer's Standard Bartender's License. *This must be on file 2 weeks prior to your event or alcohol cannot be served.*

Indiana state law forbids anyone under 21 years of age to consume alcoholic beverages. White Creek Acres is not responsible for guests who are known or thought to be intoxicated.

White Creek Acres can provide you with a licensed bartender for an additional fee.

There are no beer trucks allowed on the property.

9. Water Feature Exclusions

WHITE CREEK ACRES, LLC DOES NOT PROVIDE ANY TYPE OF SUPERVISION, LIFE GUARD OR CHILD CARE FOR ANY EVENTS. It is the Renter's sole and complete responsibility to supply adequate qualified supervision for their guests. Renter agrees to hold White Creek Acres, LLC and its agents harmless for any injuries sustained in the water features, water fountains and/or pond or anywhere on the grounds. It is understood that Renters are entirely responsible for the supervision of their guests. *The use of the pond, water fountains and all other water features is strictly prohibited.* Renter's initials _____

10. Inclement Weather

No refunds will be made for inclement weather. Should a weather event be so significant that your event cannot be held, we will gladly apply your deposit to another date at no extra charge.

11. Indemnification and Release

The renter agrees to indemnify and hold harmless White Creek Acres, LLC, its agents and employees from and against any and all claims, losses, damages, injuries demands and other expenses, including all costs and legal fees, which White Creek Acres, LLC may in any manner sustain. White Creek Acres, LLC shall not be held liable for failure to perform to this agreement due to fire, electrical outage, terrorism, an act of God, or any other conditions that are beyond our control. Furthermore, the Renter releases White Creek Acres, LLC, their agents and employees, from any and all manner of actions, claims and demands whatsoever.

12. Governing Law.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Indiana. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Indiana in Bartholomew County.

This is a legal, binding agreement. The undersigned certifies that they are at least 18 years old. The undersigned acknowledges that they are financially responsible for this agreement.

I agree to abide by the rules and conditions as set forth in this agreement and understand that White Creek Acres, LLC, is not responsible for any accidents and/or injuries during the duration of this agreement.

Date _____ Signed _____
(Renter)

Date _____ Signed _____
(White Creek Acres, LLC)

White Creek Acres

Pictures



PRIVATE RESIDENCE
NOT RENTED

PARKING

BRIDE'S COTTAGE
USED FOR CHANGING
& RESTROOMS

PARKING

PRIVATE GARAGE
NOT RENTED

PARTY LAWN
USED FOR OUTDOOR
EVENTS

PARKING

PRIVATE RESIDENCE
NOT RENTED ↓

GAZEBO
USED FOR OUTDOOR
EVENTS ↘

BRIDE'S COTTAGE
USED FOR CHANGING
& RESTROOMS ↓

← PARKING

PARKING ↑

UPPER BARN
USED FOR EVENTS

ENTRANCE/EXIT
FROM PROPERTY

UNIFORMED
SECURITY GUARD ↗

930 SOUTH





DRIVEWAY ENTRANCE

930 SOUTH

400 WEST

RECEIPT

BARTHOLMEW COUNTY PLAN COMMISSION

No 3533

General FUND

COLUMBUS IN., January 15 2014

RECEIVED FROM Juli Bartells \$ 125.00

THE SUM OF One hundred and twenty-five and 00/100 DOLLARS

ON ACCOUNT OF White Creek Acres Conditional Use Ap

PAYMENT TYPE & AMOUNT Check

CASH _____ CHECK 3432 M.O. _____

E.F.T. _____ C.C./B.C. _____ OTHER _____

Emilia Pinkston
AUTHORIZED SIGNATURE