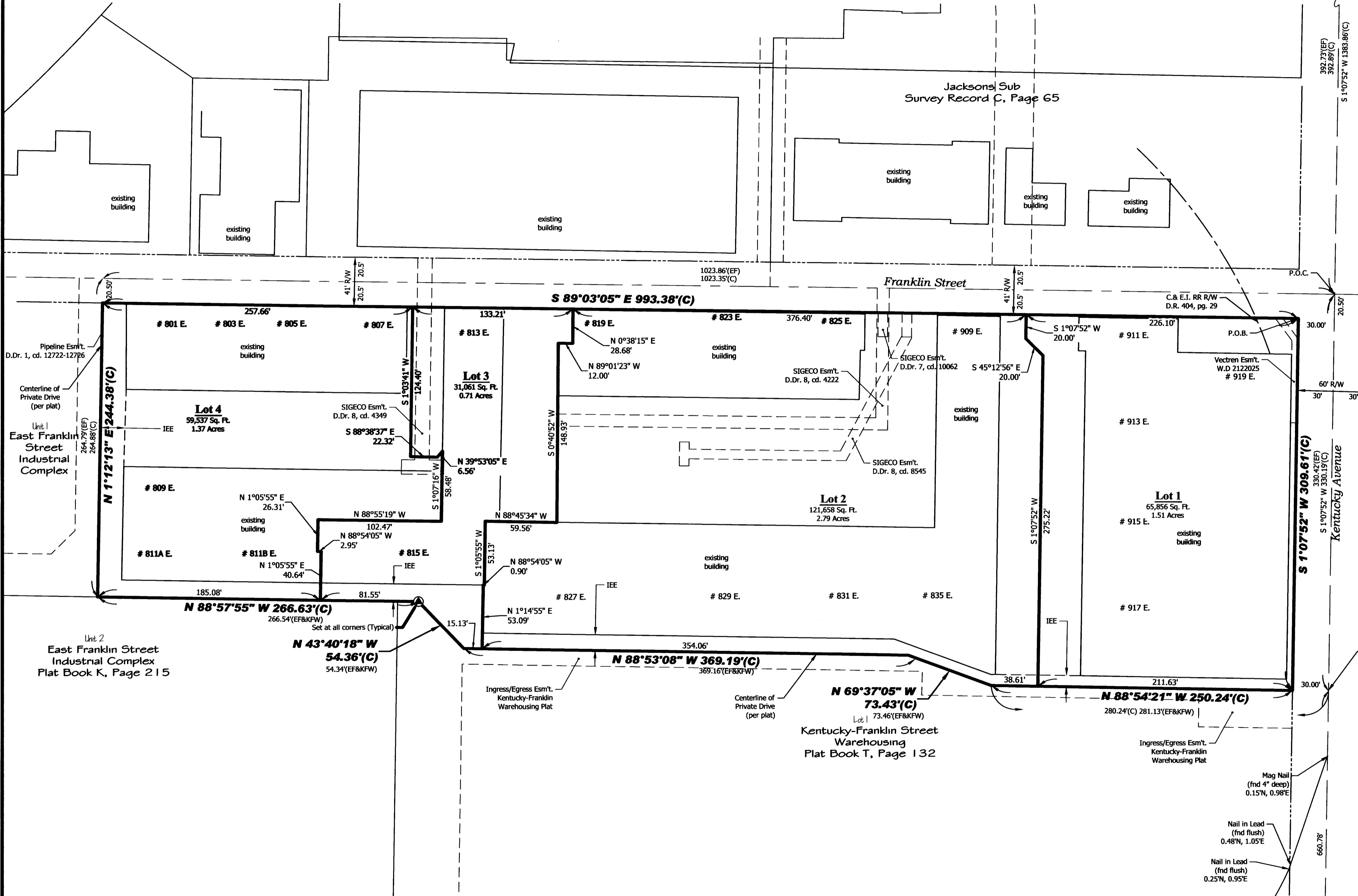
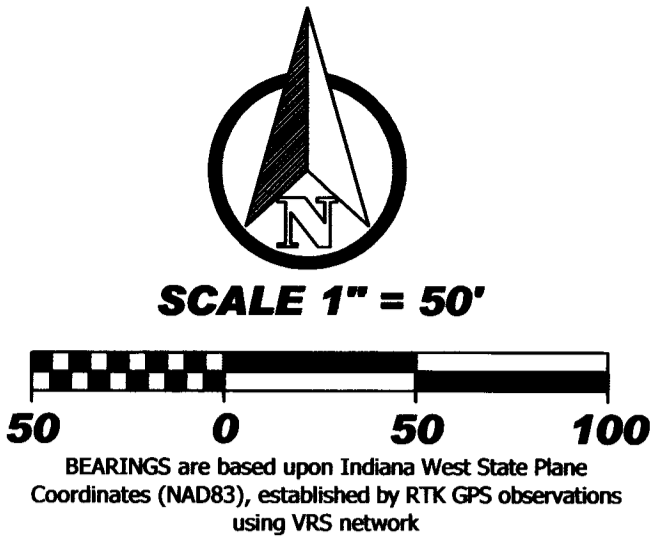


P47 Park

A subdivision of part of Unit 3 of East Franklin Street Industrial Complex recorded in Plat Book K, Page 215 in the office of the Recorder of Vanderburgh County, Indiana lying in the South Half of the Southeast Quarter of Section 20, Township 6 South, Range 10 West in Pigeon Township, Vanderburgh County, Indiana.

DAILY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
2/18/2021
BRIAN GERTH AUDITOR
3336

RECEIVED FOR RECORD
DATE 2/18/2021 10:15AM
PLAT BOOK V
PAGE 083
INSTR# 2021R00004385
DEBBIE STUCKI RECORDER
VANDERBURGH COUNTY

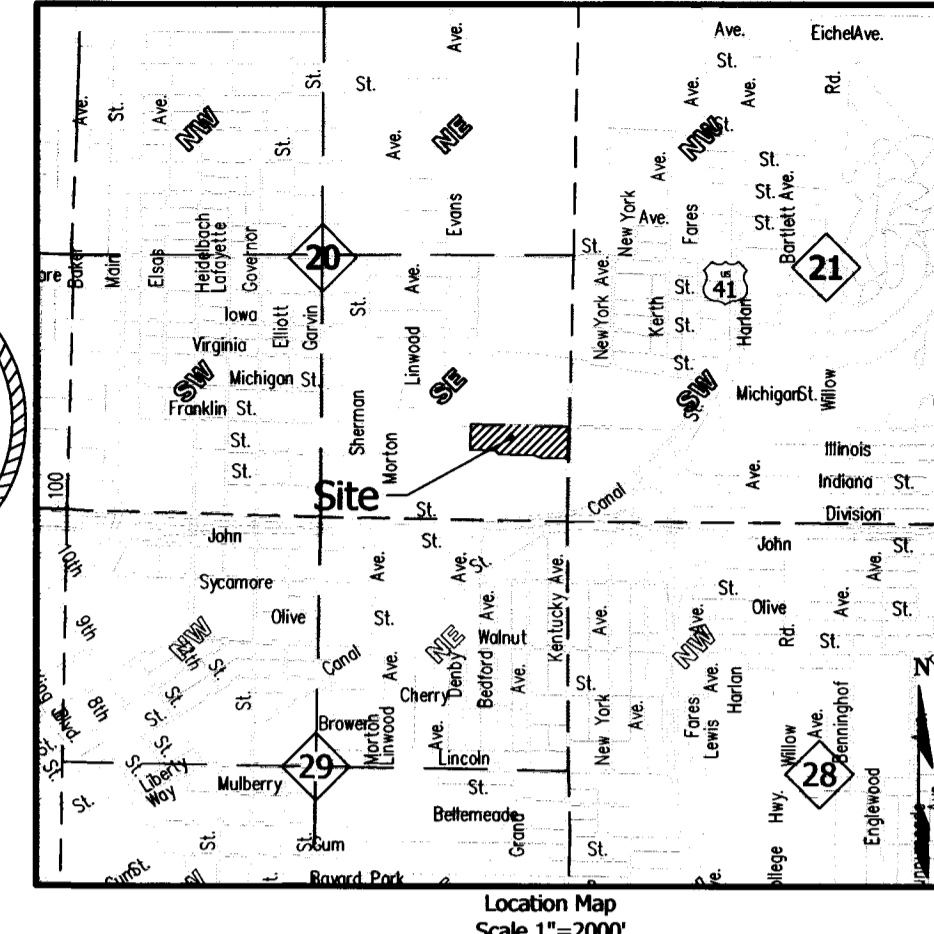


City
Storm Drainage plans were waived by the Evansville City Board of Public Works on: August 20, 2020

Area Plan Commission Certificate
Under the authority provided by the Acts of 1981, Public Law #309, and enacted by the General Assembly of the State of Indiana, proper notice was given and this plat has been given PRIMARY APPROVAL by the AREA PLAN COMMISSION OF EVANSVILLE and VANDERBURGH COUNTY at a meeting held on, September 3, 2020

President: Stacey Stevens
Attest Executive Director: Ronald S. London

Plat Release for APC Docket No. MAJ-2020-008
Secondary Plat complies with the Ordinance and is released for Recording.
Executive Director: Ronald S. London
PLAT RELEASE DATE: 2/18/2021



Owner's Certificate
The undersigned owners of the real estate shown and described hereon, do hereby plat and subdivide said real estate as shown and designate the same as P47 Park. All road right-of-ways shown and not previously dedicated are hereby dedicated to public use.
Strips or areas of land, of the dimensions shown on this plat and marked "IEE" (Ingress, Egress and Regress Easement), are hereby dedicated for a private drive only for the purpose of ingress, egress and regress for Lots 1, 2, 3 and 4 for access to Kentucky Avenue and Franklin Street as shown hereon. The owners of Lots 1, 2, 3 and 4 shall be responsible for the maintenance of the drive located within the Ingress-egress easement area on their respective lots. No permanent structures shall be placed within the driving area that would prohibit the free flow of vehicular traffic to and from the lots

All easements are dedicated with the right of ingress and egress over the lots within this subdivision to and from said easements for necessary construction, maintenance or reconstruction.
Owner: P47, LLC
By: Jerry Lynn Fruth, Managing Member
Diane M. Fruth, Managing Member
Evansville, IN 47724

Legend

Building Setback Line	(C)	Calculated Dimension
Center Line	Co.	Card
Easement Line	D.R.	Deed Record
Property Boundary Line	Doc.	Document
Right-of-way Line	Dr.	Drawer
Mag Nail with Washer stamped 'Morley ID. #0023' (Set)	E.	East
	(EF)	East Franklin Industrial Complex Found
	Inst.	Instrument
	(KF)	Kentucky-Franklin Warehousing
	(M)	Measured Dimension
	N	North
	Pg.	Page
	P.O.B.	Point of Beginning
	P.O.C.	Point of Commencement
	R	Range
	(R)	Record Dimension
	SW	Right-of-Way
	T	Township
	W	West

Notary Certificate
STATE OF INDIANA, COUNTY OF WARRICK: ss:
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jerry Lynn and Diane M. Fruth, the owners of the real estate shown and described hereon and acknowledge the execution of the foregoing plat with the dedications and restrictions thereon, express to be their voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 16th day of February, 2021.
My Commission Expires: 2/4/2021
Notary Resides in Henderson County, Indiana - K
Notary Public: Michele S. Nally
(Typed or Printed Name)

Notary Certificate
WITNESS to the Owner(s) signature:
Bret A. Semersheim
Witness
Bret A. Semersheim
Witness name

STATE OF INDIANA, COUNTY OF WARRICK: ss:
Before me, a Notary Public in and for said County and State, on February 16th, 2021 personally appeared the above named Bret A. Semersheim to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Owner(s) to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said Owner(s) execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and seal this 16th day of February, 2021.
My Commission Expires: 2/4/2021
Notary Resides in Henderson County, Indiana - K
Notary Public: Michele S. Nally
(Typed or Printed Name)

General Notes
Access: Lots 1, 2, 3, and 4 shall have access from Franklin Street and North Kentucky Avenue either through direct access or through the ingress-egress along the southerly lines of Lots 1, 2, 3, & 4.
EWSU Variance: The Evansville Water and Sewer Utility Board approved a variance on January 12, 2021 to allow for a private sewer located on all 4 lots to remain as is. The variance is recorded in Instrument No. 2021R00003881. As a requirement of the variance, the following sections of the variance are to be shown on the face of this subdivision plat:
2. REPRESENTATIONS AND WARRANTIES: P47, LLC represents and warrants that it is unaware of any problems in the functionality of the Private Lines, P47, LLC, as the owner of the Private Lines covenant that it will neither grant nor permit any additional individual or entity outside the boundaries of the Real Estate to tie into, connect, or in any way utilize the Private Lines except as permitted or required by the Record Documents.
3. INDEMNIFICATION - P47, LLC, P47, LLC acknowledges and agrees that should any dysfunctionality or malfunction of, or damage to, the Private Lines occur (unless the same is caused by any intentional act of EWSU), EWSU shall not be responsible for any remediation or repair of such in any manner, and P47, LLC, for itself and its successors in title to the Real Estate, does hereby covenant and agree to promptly repair or replace the Private Lines at its sole cost and expense and to swiftly and fully indemnify, defend, and hold harmless the City of Evansville, Indiana, including, but not limited to, EWSU and its officers, employees, and agents from and against all claims, demands, actions, suits, proceedings, judgments, losses, liabilities, damages, and costs of every kind and nature for bodily or personal injury, or for damage or destruction of property or for loss of service, including, but not limited to, reasonable attorneys' fees, and for all and any litigation costs and expenses directly or indirectly arising from, as a result of, or in connection with the Private Lines, as well as all obligations relating to the operation, maintenance, repair and replacement of the Private Lines, including the fire protection system serving the Real Estate. It is understood that the indemnification and defense obligations set forth herein and all such repairs replacement or maintenance shall be the sole responsibility of P47, LLC, and its successors in title to the Real Estate, with respect to Private Lines located within the Real Estate.
4. COMPLIANCE WITH LAWS: P47, LLC, agrees to comply with all federal, state, and local laws now or hereinafter in effect in connection with the operation, maintenance or repair of the Private Lines.
Reference Survey: Instrument #2020R00035065 as recorded in the Office of the Recorder of Vanderburgh County, Indiana. There have been no change of matters from said survey that would affect this plat.
Agreement: All lots in this subdivision are subject to the agreement recorded in Miscellaneous Book 52, Pages 309-330, being Instrument No. 1976R00021427, said Agreement also being recorded in Deed Record 638, Pages 5553-574, (Inst. #1976R00021428) that outlines the maintenance, use, common easements, private utilities, public utilities, etc., of all units that originally made up the subdivision plat known as East Franklin Industrial Complex being of record in Plat Book K, Pg. 215, (Inst. #1976R00021256).

Public Utilities - Water: Water is available and is provided by the Evansville Water & Sewer Utility.
Public Utilities - Sewer: See below Variance Info.
EWSU Variance: The Evansville Water and Sewer Utility Board approved a variance on January 12, 2021 to allow for a private sewer located on all 4 lots to remain as is. The variance is recorded in Instrument No. 2021R00003881. As a requirement of the variance, the following sections of the variance are to be shown on the face of this subdivision plat:
2. REPRESENTATIONS AND WARRANTIES: P47, LLC represents and warrants that it is unaware of any problems in the functionality of the Private Lines, P47, LLC, as the owner of the Private Lines covenant that it will neither grant nor permit any additional individual or entity outside the boundaries of the Real Estate to tie into, connect, or in any way utilize the Private Lines except as permitted or required by the Record Documents.
3. INDEMNIFICATION - P47, LLC, P47, LLC acknowledges and agrees that should any dysfunctionality or malfunction of, or damage to, the Private Lines occur (unless the same is caused by any intentional act of EWSU), EWSU shall not be responsible for any remediation or repair of such in any manner, and P47, LLC, for itself and its successors in title to the Real Estate, does hereby covenant and agree to promptly repair or replace the Private Lines at its sole cost and expense and to swiftly and fully indemnify, defend, and hold harmless the City of Evansville, Indiana, including, but not limited to, EWSU and its officers, employees, and agents from and against all claims, demands, actions, suits, proceedings, judgments, losses, liabilities, damages, and costs of every kind and nature for bodily or personal injury, or for damage or destruction of property or for loss of service, including, but not limited to, reasonable attorneys' fees, and for all and any litigation costs and expenses directly or indirectly arising from, as a result of, or in connection with the Private Lines, as well as all obligations relating to the operation, maintenance, repair and replacement of the Private Lines, including the fire protection system serving the Real Estate. It is understood that the indemnification and defense obligations set forth herein and all such repairs replacement or maintenance shall be the sole responsibility of P47, LLC, and its successors in title to the Real Estate, with respect to Private Lines located within the Real Estate.
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SE cor, SE 1/4, Section 20, T6S, R10W formerly marked by a punched r/r spike prior to reconstruction of SR 86 currently marked by a brass pin in mon. Brass Pin is located 0.05' east and 0.64' north of former r/r spike. (per DK Leek survey #2183-4a)

Mag Nail (fnd 4" deep) 0.01'S, 0.38'E
Mag Nail (fnd flush) 0.15'N, 0.98'E
Nail in Lead (fnd flush) 0.45'N, 1.05'E
Nail in Lead (fnd flush) 0.25'N, 0.95'E



Boundary Description
Part of Unit 3 of East Franklin Street Industrial Complex recorded in Plat Book K, Page 215 in the office of the Recorder of Vanderburgh County, Indiana lying in the South Half of the Southeast Quarter of Section 20, Township 6 South, Range 10 West in Pigeon Township, Vanderburgh County, Indiana, being more particularly described as follows:
Commencing at the northeast corner of said Unit 3; thence along the east line thereof, South 01 degrees 07 minutes 52 seconds West 20.50 feet; thence North 89 degrees 03 minutes 05 seconds West 30.00 feet to the Point of Beginning; thence South 01 degrees 07 minutes 52 seconds West 309.61 feet a point on the south line of said Unit 3; thence along the south line thereof, North 88 degrees 54 minutes 21 seconds West 250.24 feet; thence continue along said south line, North 69 degrees 37 minutes 05 seconds West 73.43 feet; thence continue along said south line, North 88 degrees 53 minutes 08 seconds West 369.19 feet; thence continue along said south line, North 43 degrees 40 minutes 18 seconds West 54.36 feet; thence continue along said south line, North 88 degrees 57 minutes 55 seconds West 286.63 feet to the southwest corner of said Unit 3; thence along the west line thereof, North 01 degrees 12 minutes 13 seconds East 244.38 feet to a point on the South line of Franklin St.; thence along said South line, South 89 degrees 03 minutes 05 seconds East 993.38 feet to the point of beginning, containing 6.38 Acres (278,112 sq.ft.).

Surveyor's Certificate
I, Bret Alan Semersheim, do hereby certify that I am a land surveyor licensed in compliance with the laws of the State of Indiana, and further certify that this plat correctly represents a survey completed by me on December 21, 2020 and that all monuments shown exist at locations as noted.
Affirmation Statement
I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Witness my hand and seal this 16th day of February, 2021.

Bret Alan Semersheim
Prepared By: Bret Alan Semersheim, P.S.
MORLEY
4800 Rosebud Lane
Newburgh, IN 47630
Phone: (812) 464-9585
Fax: (812) 464-2514
brets@morleycorp.com

Secondary Plat

Designed By: BAS	Job Number: 11020.4.001-A
Drawn By: JEW	Date: 02/16/2021
Filename:	11020 Secondary Plat

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS
4800 Rosebud Ln., Newburgh, IN 47630
812.464.9585 phone 812.464.2514 fax
morleycorp.com