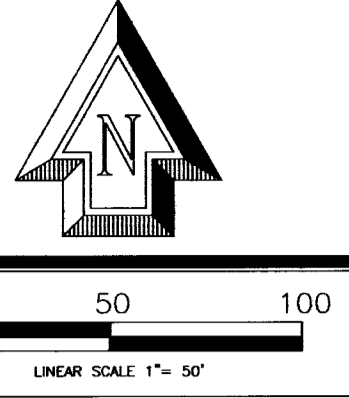


LEGEND

P.O.B. Point of Beginning
P.O.C. Point of Commencement



OWNER'S CERTIFICATE

The undersigned owners of the real estate shown and described herein do hereby plat and subdivide said real estate as shown and designate the same as **Poet Square Section 4** a major subdivision.

All road right-of-ways shown and not previously dedicated are hereby dedicated to public use.

Ships or areas of land, of the dimensions shown on this plat and marked "P.U.E." (Public Utility Easement), are hereby dedicated to public utilities for the installation, maintenance, operation, repair and replacement of utility facilities, whether above ground or below ground, with the right to trim or remove, at the discretion of the public utility, trees, overhanging branches, bushes, underbrush and obstructions. No buildings, fences or similar structures, other than such utility facilities, can be located within said areas of land. Any fence located within said areas of land is subject to removal by a public utility without liability to the use of said easements by said utility. Driveways are permitted to cross and lie within said easements. Any Public Utility Company or company installing public utility facilities, other than the Evansville Water and Sewer Utility and its successor or Vectren Energy Delivery and its successor, shall coordinate proposed locations, design and installation methods with the developer of the Poet Square Homeowner's Association prior to the start of construction.

The portion of the paved alley or path located in the Ingress & Egress Easement on each lot shall be maintained by the Poet Square Homeowner's Association. This shall include the maintenance, repair and/or replacement of all drainage facilities in, along or under the alley or path. However, if the Poet Square Homeowner's Association chooses to exist then the portion of the paved alley or path and the drainage facilities in, along or under the alley or path shall be the responsibility of the underlying property owner of the portion of the paved alley or path. The portion of the Ingress & Egress Easement on each lot, outside of the paved alley or path, shall be maintained by the underlying property owner and each property owner shall not place landscaping, buildings, earth berms, trees, fences, light poles, buildings or other obstructions that could impede the flow of pedestrian or vehicular traffic in the Ingress & Egress Easement. If the Ingress & Egress Easement is also a Drainage Easement, the underlying property owner of the portion of the combined Ingress and Egress and Drainage Easement lying outside of the paved alley or path shall also be responsible for the maintenance of all drainage facilities located therein said combined easement. Landscaping, buildings, earth berms, trees, fences, light poles, buildings or other obstructions in the Ingress & Egress Easement may be removed, moved or altered by the utility company or contractor doing work in the easement without liability of the requirement to repair or replace said facilities.

Ships or areas of land, of the dimensions shown on this plat and marked "W.U.E." (Water Easement), are hereby dedicated to the public water utilities for the installation, maintenance, operation, repair and replacement of utility facilities, whether above ground or below ground, with the right to trim or remove, at the discretion of said public utility companies, trees, overhanging branches, bushes, underbrush and obstructions. No buildings, fences, electric utilities, gas utilities, telephone utilities, cable television utilities or sewer utilities shall be located within said areas of land. However, nothing shall prevent the use of any portion of the easement for utility service connections or crossings by any utility. Any building, structure, fence, electric facilities (except crossings and service connections), gas facilities (except crossings and service connections), sewer utilities (except crossings and service connections), telephone facilities (except crossings and service connections), cable television facilities (except crossings and service connections), or other obstructions located within said areas of land are subject to removal by the permitted water utility companies without liability in the use of said easements and the permitted water utility companies shall not be required to replace, restore or repair any non-permitted feature, obstruction or encroachment in the use of said easements. Nothing shall prevent the use of any portion of the easement for driveways, parking lots and sidewalks constructed with any type of material or surface and nothing shall prevent the use of any portion of this easement for crossings by storm drainage facilities.

Ships or areas of land, of the dimensions shown on this plat and marked "S.E.E." (Sanitary Sewer Easement), are hereby dedicated to the public sewer utilities for the installation, maintenance, operation, repair and replacement of utility facilities, whether above ground or below ground, with the right to trim or remove, at the discretion of said public utility companies, trees, overhanging branches, bushes, underbrush and obstructions. No buildings, structures, fences, electric utilities, gas utilities, telephone utilities, cable television utilities or water utilities shall be located within said areas of land. However, nothing shall prevent the use of any portion of the easement for utility service connections or crossings by any utility. Any building, structure, fence, electric facilities (except crossings and service connections), gas facilities (except crossings and service connections), sewer utilities (except crossings and service connections), telephone facilities (except crossings and service connections), cable television facilities (except crossings and service connections), or other obstructions located within said areas of land are subject to removal by the permitted sewer utility companies without liability in the use of said easements and the permitted sewer utility companies shall not be required to replace, restore or repair any non-permitted feature, obstruction or encroachment in the use of said easements. Nothing shall prevent the use of any portion of this easement for driveways, parking lots and sidewalks constructed with any type of material or surface and nothing shall prevent the use of any portion of this easement for crossings by storm drainage facilities.

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 & Developer:
CWK Investments-Poet Square, LLC
9210 Peterson Road
Evansville, IN 47725

C. Wayne Kinney, MEMBER
C. Wayne Kinney, Member

NOTARY CERTIFICATE

I, Scott D. Buebel, Notary Public in and for the said County and State, personally appeared the said Owner and Subdivider, C. Wayne Kinney (CWK Investments-Poet Square, LLC) who acknowledged the execution of the foregoing plat with the declarations and restrictions thereon, express to be his voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal this 22nd day of March, 2018.

My Commission expires: 9-26-2023

Notary Public
Scott D. Buebel
Notary Public - State of Indiana
County, Indiana
My Commission Expires Sep 26, 2023

RECEIVED FOR RECORD
DATE April 11, 2018 1:14p
PLAT BOOK U
PAGE 141
INSTR# 20180007587
DEBBIE STUCKI RECORDER
VANDERBURGH COUNTY

POET SQUARE SECTION 4

BOUNDARY DESCRIPTION

Part of Outer A in Chadwick Place, as per plat thereof, recorded in Plat Book 5, page 95 in the Office of the Recorder of Vanderburgh County, Indiana and also being part of the West Half of the Northwest Quarter of Section 4, Township 5 South, Range 10 West in Scott Township, Vanderburgh County, Indiana, being more particularly described as follows:

Commencing at the Southwest Corner of the West Half of the Northwest Quarter of said Section 4, thence along the south line of said Half Quarter Section, South 88 degrees 40 minutes 21 seconds East 91.60 feet to a corner of Poet Square, Section 5, as per plat thereof, recorded in Plat Book 1, page 167 in the Office of the Recorder of Vanderburgh County, Indiana and being the point of beginning; thence along the boundary of said Section 5 the following seven (7) calls:

North 42 Degrees 57 Minutes 49 Seconds East 204.25 feet to the beginning of a curve to the right having a central angle of 48 Degrees 50 Minutes 46 Seconds, a radius of 75.00 feet and a chord dimension of North 25 Degrees 06 Minutes 48 Seconds West 61.62 feet.

thence along the arc of said curve 65.50 feet; thence North 01 Degree 08 Minutes 35 Seconds East 52.50 feet; thence North 01 Degree 08 Minutes 35 Seconds East 50.00 feet; thence North 01 Degree 08 Minutes 35 Seconds East 390.00 feet; thence North 08 Degrees 51 Minutes 25 Seconds East 60.00 feet; thence North 01 Degree 08 Minutes 35 Seconds East 132.50 feet; thence along the boundary of said Poet Square, Section 5, Poet Square, Section 2, recorded in Plat Book 1, page 44 and Poet Square, Section 1, recorded in Plat Book 1, page 36, all in the Office of said Recorder, South 88 Degrees 51 Minutes 25 Seconds East 475.00 feet to the beginning of a curve to the right having a central angle of 90 Degrees 00 Minutes 00 Seconds, a radius of 25.00 feet and a chord dimension of South 43 Degrees 51 Minutes 25 Seconds East 35.36 feet; thence along the boundary of said Poet Square, Section 1 and along the arc of said curve 39.27 feet; thence continue along the boundary of said Poet Square, Section 1, South 01 Degree 08 Minutes 35 Seconds West 91.69 feet; thence continue along the boundary of said Poet Square, Section 1, South 88 Degrees 51 Minutes 25 Seconds East 185.02 feet to a point on the west line of Chadwick Place Subdivision, as per plat thereof, recorded in Plat Book 5, page 95 in the Office of said Recorder, thence along the west line and the extended west line of said subdivision, South 07 Degree 08 Minutes 35 Seconds West 650.40 feet to the southwest corner of Lot 9 in said Chadwick Place and being a point on the south line of the West Half of the Northwest Quarter of said Section 4, thence along the south line of said Half Quarter Section, North 88 degrees 40 minutes 21 seconds East 905.00 feet to the point of beginning and containing 12.885 acres, more or less.

thence along the arc of said curve 65.50 feet; thence North 01 Degree 08 Minutes 35 Seconds East 52.50 feet; thence North 01 Degree 08 Minutes 35 Seconds East 50.00 feet; thence North 01 Degree 08 Minutes 35 Seconds East 390.00 feet; thence North 08 Degrees 51 Minutes 25 Seconds East 60.00 feet; thence North 01 Degree 08 Minutes 35 Seconds East 132.50 feet; thence along the boundary of said Poet Square, Section 5, Poet Square, Section 2, recorded in Plat Book 1, page 44 and Poet Square, Section 1, recorded in Plat Book 1, page 36, all in the Office of said Recorder, South 88 Degrees 51 Minutes 25 Seconds East 475.00 feet to the beginning of a curve to the right having a central angle of 90 Degrees 00 Minutes 00 Seconds, a radius of 25.00 feet and a chord dimension of South 43 Degrees 51 Minutes 25 Seconds East 35.36 feet; thence along the boundary of said Poet Square, Section 1 and along the arc of said curve 39.27 feet; thence continue along the boundary of said Poet Square, Section 1, South 01 Degree 08 Minutes 35 Seconds West 91.69 feet; thence continue along the boundary of said Poet Square, Section 1, South 88 Degrees 51 Minutes 25 Seconds East 185.02 feet to a point on the west line of Chadwick Place Subdivision, as per plat thereof, recorded in Plat Book 5, page 95 in the Office of said Recorder, thence along the west line and the extended west line of said subdivision, South 07 Degree 08 Minutes 35 Seconds West 650.40 feet to the southwest corner of Lot 9 in said Chadwick Place and being a point on the south line of the West Half of the Northwest Quarter of said Section 4, thence along the south line of said Half Quarter Section, North 88 degrees 40 minutes 21 seconds East 905.00 feet to the point of beginning and containing 12.885 acres, more or less.

Subject to all easements, rights-of-ways, reversion and restrictions of record.

- Storm Maintenance:**
The Plan of the County Drainage Ordinance, the individual lot owners shall be responsible, including financially, for maintaining that part of the storm water system and its easements which exist on his or her property in proper working order including:
- Mowing grass, cutting weeds and maintaining the designed cover of waterways, storage basins, and easements in accordance with all applicable ordinances.
 - Keeping all parts of the storm water system operating as designed and as constructed and free of all trash, debris, and obstructions to the flow of water.
 - Keeping the channels, embankments, shorelines and bottoms of waterways and basins free from erosion and sedimentation.
 - Maintaining that part of the storm water system which lies on his or her property in accordance with the conditions described on the approved street and/or drainage plans on file in the County Surveyor's Office and/or in the County Engineer's Office and in compliance with the County Drainage Ordinance.
 - Preventing all persons or parties from causing any unauthorized alterations obstructions or detrimental actions from occurring to any part of the storm water system and easements which lie on his or her property.
 - The Repair Fund established for this project will pay the costs of repairing structural failures in the storm water pipes, pipe collars, drop boxes, aprons, inlets, manholes, junction boxes and the pipes or paved outlet structure of the storm water control basins, all of which are part of the approved and constructed storm water drainage system shown on the as-built plans for this subdivision and which are in drainage easements, combined drainage and public utility easements or lake maintenance easements and storm drainage easements located within the boundaries of the subdivision. The Repair Fund will not pay for any of the cost to repair or replace any storm drainage facilities located in, along or under the alleys located in the combined Ingress & Egress & P.U.E. Easements.
 - Any pipe, fence, wall, building, pool, patio, planting, stored material, excavation, fill, or other construction, improvement, addition to, or alteration of the land within a drainage easement in this subdivision requires the prior written approval of the County Drainage Board.

SURVEYOR'S CERTIFICATE

I, Scott D. Buebel, hereby certify that I am a Professional Land Surveyor licensed in compliance with the laws of the State of Indiana and that this plat correctly represents a survey completed by me and that all monuments exist at the noted locations.

Witness my hand and seal this 15th day of March, 2018.

Scott D. Buebel
Scott D. Buebel, PLS
Indiana Registration Number 29900031
Cash Wagner & Associates, PC
414 Citadel Circle, Suite B
Evansville, IN 47715

AREA PLAN COMMISSION CERTIFICATE

Under the authority provided by the Acts of 1981, Public Law #939, and enacted by the General Assembly of the State of Indiana, proper notice was given and this plan has been given Primary Approval by the Area Plan Commission of Evansville and Vanderburgh County at a meeting held on August 11, 2011.

Ronald S. London
President STACK STAFF

Affect Executive Director: Ronald S. London

PLAT RELEASE FOR APC DOCKET NO. 3-5-2011
The Secondary plat complies with the Ordinance and is released for recording.

Ronald S. London
Executive Director: Ronald S. London

AFFIRMATION STATEMENT

I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDEAT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

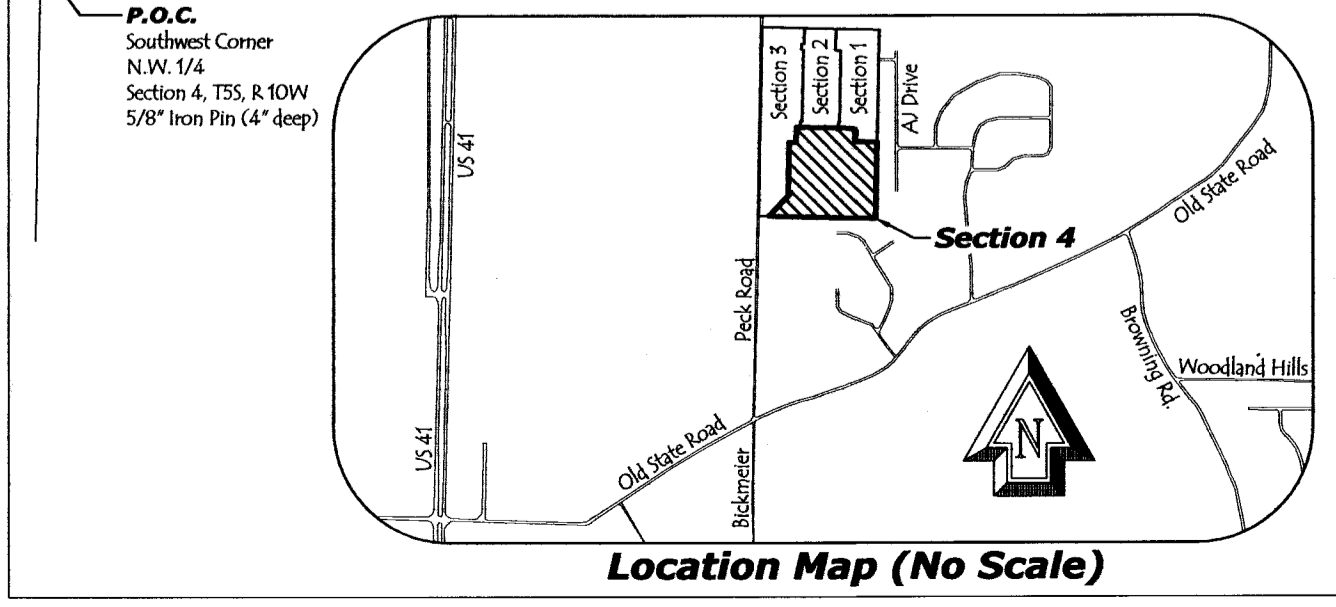
SIGNATURE: Scott D. Buebel

PRINTED NAME: Scott D. Buebel

CASH WAGNER & ASSOCIATES, PC
CONSULTING ENGINEERS - LAND SURVEYORS
WWW.CASHWAGNER.COM

414 CITADEL CIRCLE
SUITE B
EVANSVILLE, IN 47715
PH: B12.401-5561

402 E. 13TH STREET
SUITE 101
JASPER, IN 47546
PH: B12.634.5013



CURVE DATA

NUMBER	C-1	C-2	C-3	C-4	C-5	C-6
DELTA ANGLE	48°30'46"	90°00'00"	90°00'00"	90°00'00"	26°23'46"	61°29'22"
CHORD DIRECTION	N 23°06'48" W	S 43°51'25" E	S 44°08'55" W	N 43°51'25" W	N 74°50'52" E	N 30°55'58" E
TANGENT	35.80	25.00	50.00	50.00	25.80	65.45
RADIUS	75.00	25.00	50.00	50.00	110.00	110.00
ARC LENGTH	65.50	39.27	78.54	78.54	50.68	118.05
CHORD LENGTH	61.62	35.36	70.71	70.71	50.25	112.47