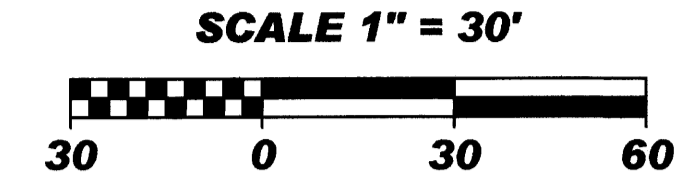
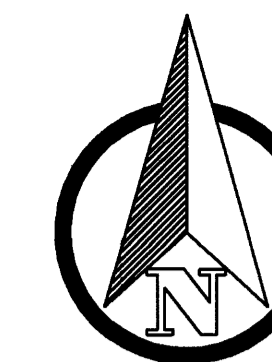
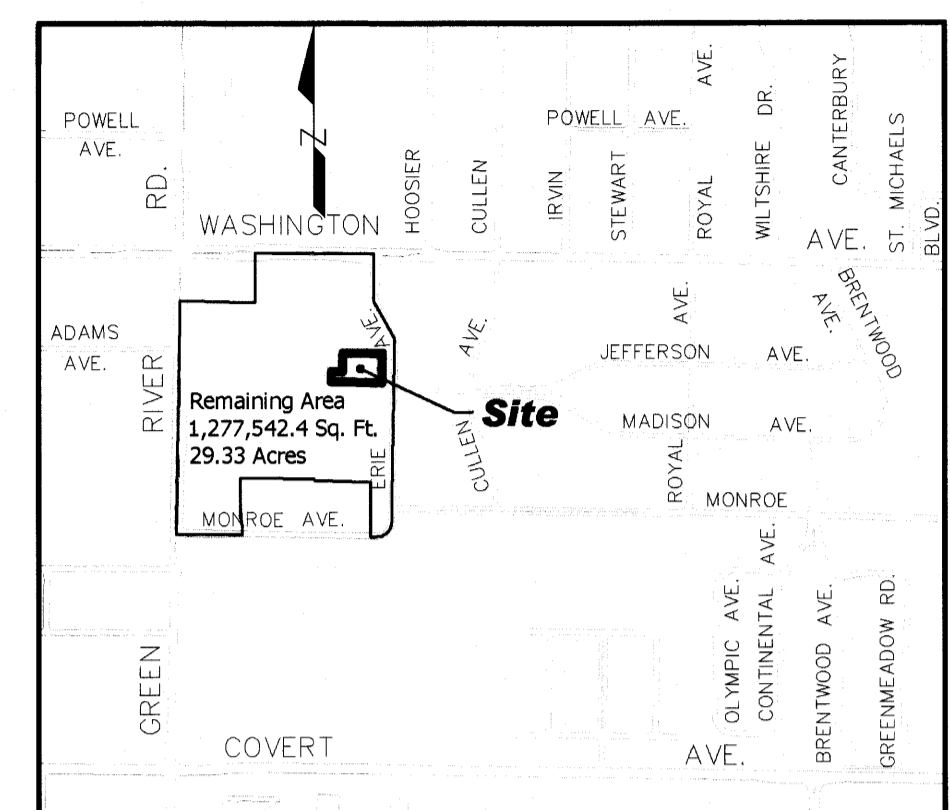


# WSM Park 3



DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER  7/7/2020 (DATE)  BRIAN GERTH AUDITOR 1946 (AUDITOR NUMBER)	RECEIVED FOR RECORD
	DATE 7/7/2020 2:03 PM
	PLAT BOOK 058
	PAGE INSTR# 2020R00011431
DEBBIE STUCKI RECORDER VANDERBURGH COUNTY	



Location Map  
Scale: 1"=1000'

### Legend

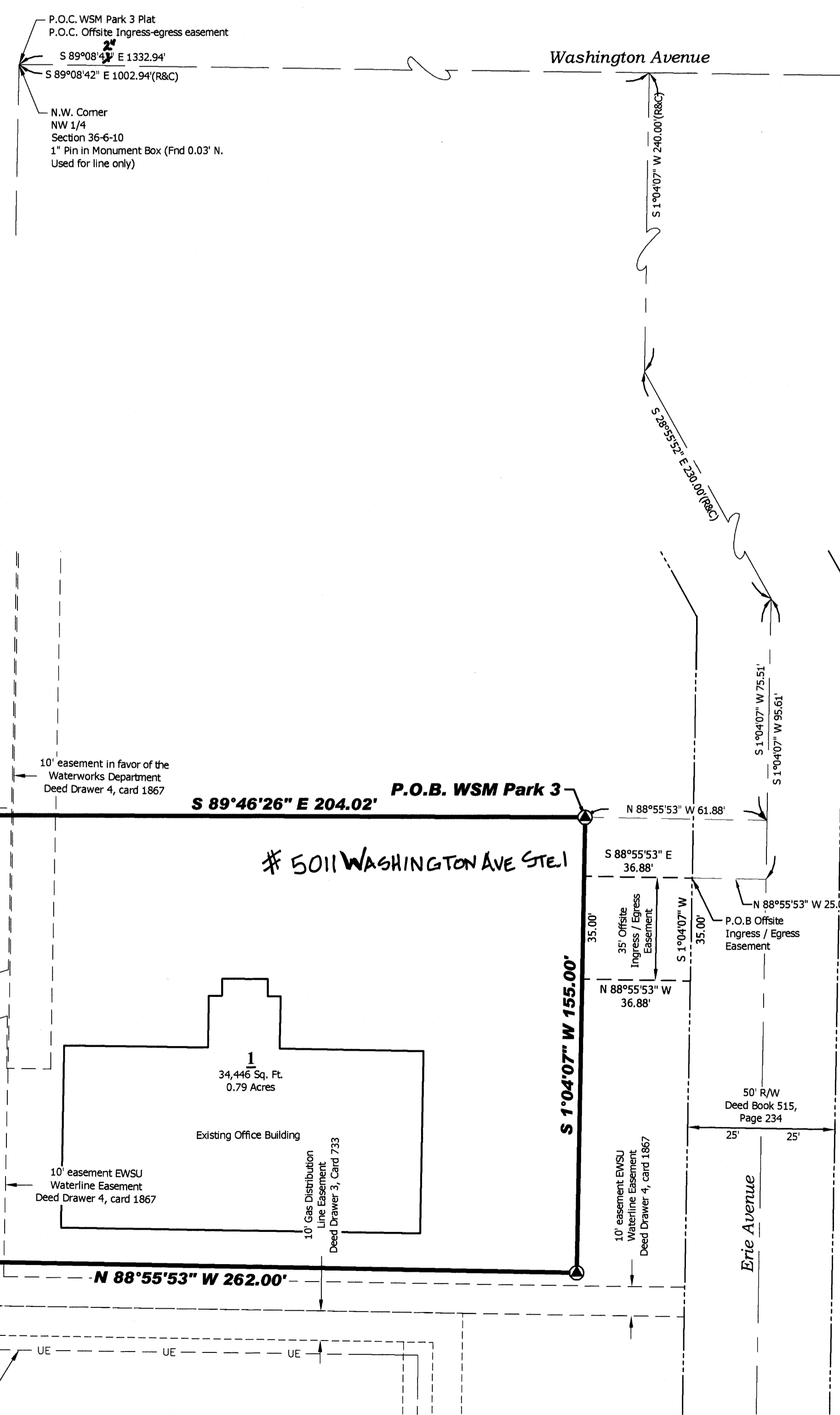
- Center Line
- - - Easement Line
- ==== Property Boundary Line
- Right-of-Way Line
- ⊙ Mag Nail with Washer stamped "Morley ID#0023" (Set)
- ⊙ Calculated Dimension
- E East
- Inst. Instrument
- (M) Measured Dimension
- N North
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- R Range
- (R) Record Dimension
- S South
- T Township
- W West

**Boundary Description**  
Part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 6 South, Range 10 West, Knight Township, City of Evansville, Vanderburgh County Indiana, being more particularly described as follows:  
  
Commencing at the Northwest Corner of said Quarter Quarter Section, thence along the north line thereof, South 89 degrees 08 minutes 48 seconds East 1002.94 feet to the Northeast corner of a tract of land conveyed to Evansville Holdings, LLC, recorded in Instrument No. 2016R00029214 in the office of the Recorder of Vanderburgh County, Indiana; thence along the boundary of said Evansville Holdings, LLC tract the following three (3) courses, South 01 degrees 04 minutes 07 seconds West 240.00 feet; thence South 28 degrees 55 minutes 52 seconds East 230.00 feet; thence South 01 degrees 04 minutes 07 seconds West 75.51 feet; thence leaving said boundary line, North 88 degrees 55 minutes 53 seconds West 61.88 feet to the POINT OF BEGINNING; thence South 01 degrees 04 minutes 07 seconds West 155.00 feet; thence North 88 degrees 55 minutes 53 seconds West 252.00 feet; thence North 01 degrees 04 minutes 07 seconds East 54.00 feet; thence South 88 degrees 55 minutes 53 seconds East 58.00 feet; thence North 01 degrees 04 minutes 07 seconds East 96.00 feet; thence South 89 degrees 46 minutes 26 seconds East 204.02 feet to the point of beginning, containing 34.446 Square Feet (0.79 acres) more or less.

Also, an Offsite Ingress-Egress Easement more particularly described as follows:  
Part of the Northwest Quarter of the Northwest Quarter of Section 36, Township 6 South, Range 10 West, Knight Township, City of Evansville, Vanderburgh County Indiana, being more particularly described as follows:  
  
Commencing at the Northwest Corner of said Quarter Quarter Section, thence along the north line thereof, South 89 degrees 08 minutes 48 seconds East 1002.94 feet to the Northeast corner of a tract of land conveyed to Evansville Holdings, LLC, recorded in Instrument No. 2016R00029214 in the office of the Recorder of Vanderburgh County, Indiana; thence along the boundary of said Evansville Holdings, LLC tract the following three (3) courses, South 01 degrees 04 minutes 07 seconds West 240.00 feet; thence South 28 degrees 55 minutes 52 seconds East 230.00 feet; thence South 01 degrees 04 minutes 07 seconds West 75.51 feet; thence leaving said boundary, North 88 degrees 55 minutes 53 seconds West 25.00 feet to the west right-of-way line of Erie Avenue as recorded in Deed Book 515, Page 234 in the Office of the Recorder of Vanderburgh County, said point being the POINT OF BEGINNING, thence along said west right-of-way line, South 01 degrees 04 minutes 07 seconds West 35.00 feet; thence North 88 degrees 55 minutes 53 seconds West 58.88 feet; thence North 01 degrees 04 minutes 07 seconds East 35.00 feet; thence South 88 degrees 55 minutes 53 seconds East 36.88 feet to the point of beginning, containing 1290.64 Square Feet (0.03 acres) more or less.

**General Notes**  
**Cross References:** Cross Access Agreement and Easements: Inst. #2019R00011515 and Inst. #2019R00026526 **CROSSOVER & PKG. EST.**  
**Flood Plain Data:** None of the within described tract of land lies within that Special Flood Hazard Area (SFHA) Zone "A" as said tracts plots on Community Panel Number 18163C0205D, of the Flood Insurance Rate Maps (FIRM) of Vanderburgh County, Indiana, dated March 17, 2011.  
**Monuments:** Monuments have been set at all boundary and lot corners with a Mag nail with washer stamped "Morley ID#0023", unless otherwise noted.  
**Reference Survey:** Inst. #2002R00002136  
**Prior Covenants and Restrictions:** THE AREA PLAN COMMISSION does not participate in the creation or enforcement of private covenants and restrictions that may or may not exist.  
**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 June 23, 2020 to allow for a private sewer main located within Lot 1 and on the adjacent tract to remain as is. The variance is recorded in Instrument No. 2020R00012412. As a requirement of the variance, the following sections of the variance are to be shown on the face of this subdivision plat

- REPRESENTATIONS AND WARRANTIES.** EH, LLC represents and warrants that it is unaware of any problems in the functionality of the Private Line. EH, LLC, as the owner of the Private Line covenants that it will neither grant nor permit any additional individual or entity outside the boundaries of the Real Estate to be in, connect, or in any way utilize the Private Line.
- INDEMNIFICATION-EH, LLC.** EH, LLC acknowledges and agrees that should any dysfunctionality or malfunction of, or damage to, the Private Line occur (unless the same is caused by any intentional act of EWSU or the negligent or intentional acts of PURCHASER, neither, EWSU nor PURCHASER shall be responsible for any remediation or repair of such in any manner, and EH, LLC does hereby covenant and agree to promptly repair or replace the Private Line at the 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 PURCHASER and their respective 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 Line, as well as all obligations relating to the operation, maintenance, repair and replacement of the Private Line within Lot 1. 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 EH, LLC with respect to Private Line located within Lot 1 and on the Real Estate.
- INDEMNIFICATION-PURCHASER.** PURCHASER, its successors and/or assigns acknowledges and agrees that should any dysfunctionality or malfunction of, or damage to, the Private Line on the proposed Lot 1 occur because of the negligent or intentional acts of the PURCHASER or PURCHASER's invitees, customers, or visitors (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 PURCHASER does hereby covenant and agree to promptly repair or replace the Private Line and to swiftly and fully indemnify, defend, and hold harmless the City of Evansville, Indiana, including, but not limited to, EWSU and EH, LLC, their respective 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 negligent acts relative to the Private Line, as well as all obligations relating to the operation, maintenance, repair and replacement of the Private Line within Lot 1. It is understood that all other indemnification and defense obligations set forth herein and all such repairs replacement or maintenance shall be the sole responsibility of EH, LLC with respect to Private Line located within Lot 1 and on the Real Estate.



**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 **WSM Park 3**. 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 "Offsite IEE" (Ingress and Egress Easement), are hereby dedicated as a non-exclusive easement for ingress and egress to the owner of Lot 1 across the parent tract of the remaining Washington Square Mall property. The owner of the property upon which the Offsite Ingress-egress easement is located shall be responsible for the maintenance of the drive located within the Ingress-egress easement area. No permanent structures shall be placed within the driving area that would prohibit the free flow of vehicular traffic to and from Lot 1.  
  
Strips or areas of land, of the dimensions shown on this plat and marked "IEE" (Ingress and Egress Easement), are hereby dedicated as a non-exclusive easement for ingress and egress to the owner of property lying North and South of Lot 1 across Lot 1. The owner of the property upon which the Ingress-egress easement is located shall be responsible for the maintenance of the drive located within the Ingress-egress easement area. No permanent structures shall be placed within the driving area that would prohibit the free flow of vehicular traffic across Lot 1.  
  
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: Evansville Holdings, LLC

By:   
Joseph Weinberg, Managing Member  
2376 60th Street  
Brooklyn, NY 11204

**Notary Certificate**  
STATE OF NEW YORK, COUNTY OF Kings ss:  
  
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph Weinberg, as Managing Member for Evansville Holdings LLC, the owner 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 29 day of June, 2020  
My Commission Expires: 1-9-2024  
  
Saul Friedman  
Notary Public, State of New York  
No. 01FR8253878  
Qualified in Kings County  
Commission Expires 01/09/2024  
  
Notary Resides in Kings  
County, New York  
(Typed or Printed Name)

**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, May 11, 2020 at Subdivision Review.

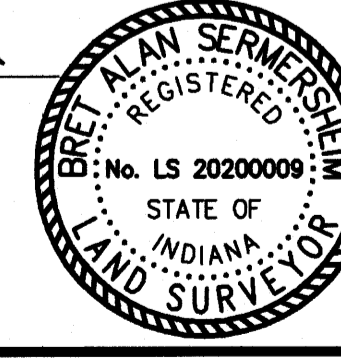
President: Stacey Stevens  
  
Attest Executive Director: Ronald S. London

**Plat Release for APC Docket No. MIN-2020-007**  
Secondary Plat complies with the Ordinance and is released for Recording.  
  
Executive Director: Ronald S. London  
PLAT RELEASE DATE: 7/7/2020

**Surveyor's Certificate**  
I, Bret Alan Sermersheim, 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 June 19, 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 and hand seal this 23rd day of June, 2020.

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



Secondary Plat	
Designed By B.A.S.	Job Number 10728.4.001A
Drawn By J.E.V.	Date 6/23/2020
Filename 10728 WSM3 Secondary Plat	

