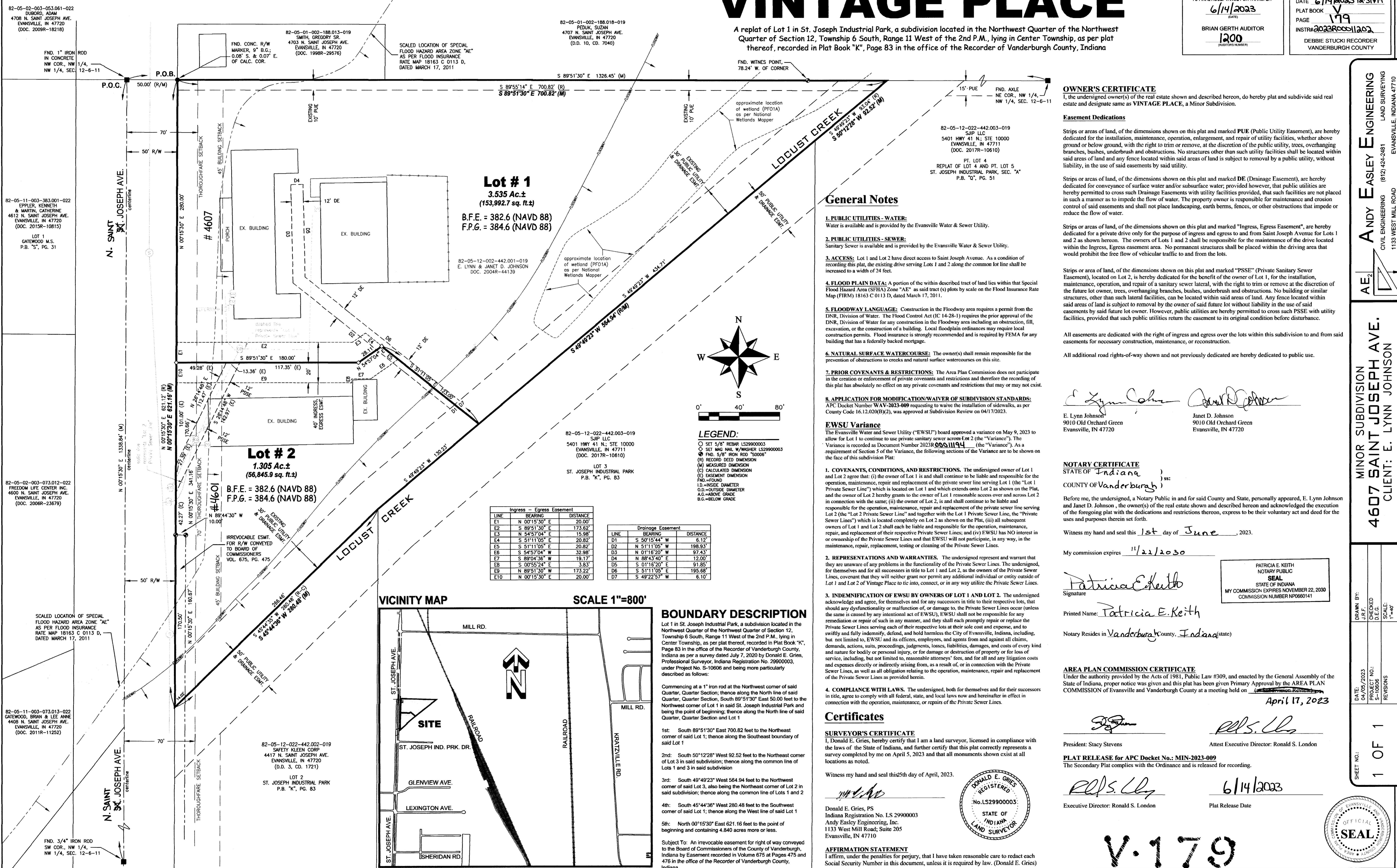


VINTAGE PLACE

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
 6/14/2023
 (DATE)
 BRIAN GERTH AUDITOR
 1200
 (AUDITOR NUMBER)

RECEIVED FOR RECORD
 DATE 6/14/2023 12:31 PM
 PLAT BOOK V
 PAGE 179
 INSTR# 20230001202
 DEBBIE STUCKI RECORDER
 VANDERBURGH COUNTY

A replat of Lot 1 in St. Joseph Industrial Park, a subdivision located in the Northwest Quarter of the Northwest Quarter of Section 12, Township 6 South, Range 11 West of the 2nd P.M., lying in Center Township, as per plat thereof, recorded in Plat Book "K", Page 83 in the office of the Recorder of Vanderburgh County, Indiana



OWNER'S CERTIFICATE
 I, the undersigned owner(s) of the real estate shown and described hereon, do hereby plat and subdivide said real estate and designate same as **VINTAGE PLACE**, a Minor Subdivision.

Easement Dedications
 Strips or areas of land, of the dimensions shown on this plat and marked **PUE** (Public Utility Easement), are hereby dedicated for the installation, maintenance, operation, enlargement, and repair 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 structures other than such utility facilities shall be located within said areas of land and any fence located within said areas of land is subject to removal by a public utility, without liability, in the use of said easements by said utility.

Strips or areas of land, of the dimensions shown on this plat and marked **DE** (Drainage Easement), are hereby dedicated for conveyance of surface water and/or subsurface water, provided however, that public utilities are hereby permitted to cross such Drainage Easements with utility facilities provided, that such facilities are not placed in such a manner as to impede the flow of water. The property owner is responsible for maintenance and erosion control of said easements and shall not place landscaping, earth berms, fences, or other obstructions that impede or reduce the flow of water.

Strips or areas of land, of the dimensions shown on this plat and marked **"Ingress, Egress Easement"**, are hereby dedicated for a private drive only for the purpose of ingress and egress to and from Saint Joseph Avenue for Lots 1 and 2 as shown hereon. The owners of Lots 1 and 2 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 the lots.

Strips or areas of land, of the dimensions shown on this plat and marked **"PSSE"** (Private Sanitary Sewer Easement), located on Lot 2, is hereby dedicated for the benefit of the owner of Lot 1, for the installation, maintenance, operation, and repair of a sanitary sewer lateral, with the right to trim or remove at the discretion of the future lot owner, trees, overhanging branches, bushes, underbrush and obstructions. No building or similar structures, other than such lateral facilities, can be located within said areas of land. Any fence located within said areas of land is subject to removal by the owner of said future lot without liability in the use of said easements by said future lot owner. However, public utilities are hereby permitted to cross such PSSE with utility facilities, provided that such public utilities return the easement to its original condition before disturbance.

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.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

General Notes

- PUBLIC UTILITIES - WATER:** Water is available and is provided by the Evansville Water & Sewer Utility.
- PUBLIC UTILITIES - SEWER:** Sanitary Sewer is available and is provided by the Evansville Water & Sewer Utility.
- ACCESS:** Lot 1 and Lot 2 have direct access to Saint Joseph Avenue. As a condition of recording this plat, the existing drive serving Lots 1 and 2 along the common lot line shall be increased to a width of 24 feet.
- FLOOD PLAIN DATA:** A portion of the within described tract of land lies within that Special Flood Hazard Area (SFHA) Zone "AE" as said tract (s) plots by scale on the Flood Insurance Rate Map (FIRM) 18163 C 0113 D, dated March 17, 2011.
- FLOODWAY LANGUAGE:** Construction in the Floodway area requires a permit from the DNR, Division of Water. The Flood Control Act (IC 14-28-1) requires the prior approval of the DNR, Division of Water for any construction in the Floodway area including an obstruction, fill, excavation, or the construction of a building. Local floodplain ordinances may require local construction permits. Flood insurance is strongly recommended and is required by FEMA for any building that has a federally backed mortgage.
- NATURAL SURFACE WATERCOURSE:** The owner(s) shall remain responsible for the prevention of obstructions to creeks and natural surface watercourses on this site.
- PRIOR COVENANTS & RESTRICTIONS:** The Area Plan Commission does not participate in the creation or enforcement of private covenants and restrictions and therefore the recording of this plat has absolutely no effect on any private covenants and restrictions that may or may not exist.
- APPLICATION FOR MODIFICATION/WAIVER OF SUBDIVISION STANDARDS:** APC Docket Number WAV-2023-009, requesting to waive the installation of sidewalks, as per County Code 16.12.020(B)(2), was approved at Subdivision Review on 04/17/2023.

EWSU Variance
 The Evansville Water and Sewer Utility ("EWSU") board approved a variance on May 9, 2023 to allow for Lot 1 to continue to use private sanitary sewer across Lot 2 (the "Variance"). The Variance is recorded as Document Number 2023R-00011341 (the "Variance"). As a requirement of Section 5 of the Variance, the following sections of the Variance are to be shown on the face of this subdivision Plat:

1. COVENANTS, CONDITIONS, AND RESTRICTIONS. The undersigned owner of Lot 1 and Lot 2 agree that: (i) the owner of Lot 1 is and shall continue to be liable and responsible for the operation, maintenance, repair and replacement of the private sewer line serving Lot 1 (the "Lot 1 Private Sewer Line") which is located on Lot 1 and which extends onto Lot 2 as shown on the Plat, and the owner of Lot 2 hereby grants to the owner of Lot 1 reasonable access over and across Lot 2 in connection with the same; (ii) the owner of Lot 2, is and shall continue to be liable and responsible for the operation, maintenance, repair and replacement of the private sewer line serving Lot 2 (the "Lot 2 Private Sewer Line") and together with the Lot 1 Private Sewer Line, the "Private Sewer Lines") which is located completely on Lot 2 as shown on the Plat, (iii) all subsequent owners of Lot 1 and Lot 2 shall each be liable and responsible for the operation, maintenance, repair, and replacement of their respective Private Sewer Lines; and (iv) EWSU has NO interest in or ownership of the Private Sewer Lines and that EWSU will not participate, in any way, in the maintenance, repair, replacement, testing or cleaning of the Private Sewer Lines.

2. REPRESENTATIONS AND WARRANTIES. The undersigned represent and warrant that they are unaware of any problems in the functionality of the Private Sewer Lines. The undersigned, for themselves and for all successors in title to Lot 1 and Lot 2, as the owners of the Private Sewer Lines, covenant that they will neither grant nor permit any additional individual or entity outside of Lot 1 and Lot 2 of Vintage Place to tie into, connect, or in any way utilize the Private Sewer Lines.

3. INDEMNIFICATION OF EWSU BY OWNERS OF LOT 1 AND LOT 2. The undersigned acknowledge and agree, for themselves and for any successors in title to their respective lots, that should any dysfunctionality or malfunction of, or damage to, the Private Sewer 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 they shall each promptly repair or replace the Private Sewer Lines serving each of their respective lots at their 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 Sewer Lines, as well as all obligation relating to the operation, maintenance, repair and replacement of the Private Sewer Lines as provided herein.

4. COMPLIANCE WITH LAWS. The undersigned, both for themselves and for their successors in title, agree to comply with all federal, state, and local laws now and hereinafter in effect in connection with the operation, maintenance, or repairs of the Private Sewer Lines.

Certificates

SURVEYOR'S CERTIFICATE
 I, Donald E. Gries, 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 April 5, 2023 and that all monuments shown exist at all locations as noted.

Witness my hand and seal this 5th day of April, 2023.

Donald E. Gries, PS
 Indiana Registration No. LS 29900003
 Andy Easley Engineering, Inc.
 1133 West Mill Road, Suite 205
 Evansville, IN 47710

AFFIRMATION STATEMENT
 I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless it is required by law. (Donald E. Gries)

E. Lynn Johnson
 9010 Old Orchard Green
 Evansville, IN 47720

Janet D. Johnson
 9010 Old Orchard Green
 Evansville, IN 47720

NOTARY CERTIFICATE
 STATE OF Indiana)
 COUNTY OF Vanderburgh) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared, E. Lynn Johnson and Janet D. Johnson, the owner(s) of the real estate shown and described hereon and acknowledged 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 1st day of June, 2023.

My commission expires 11/22/2030

Patricia E. Keith
 Notary Public
 State of Indiana
 My Commission Expires November 22, 2030
 Commission Number NP0660141

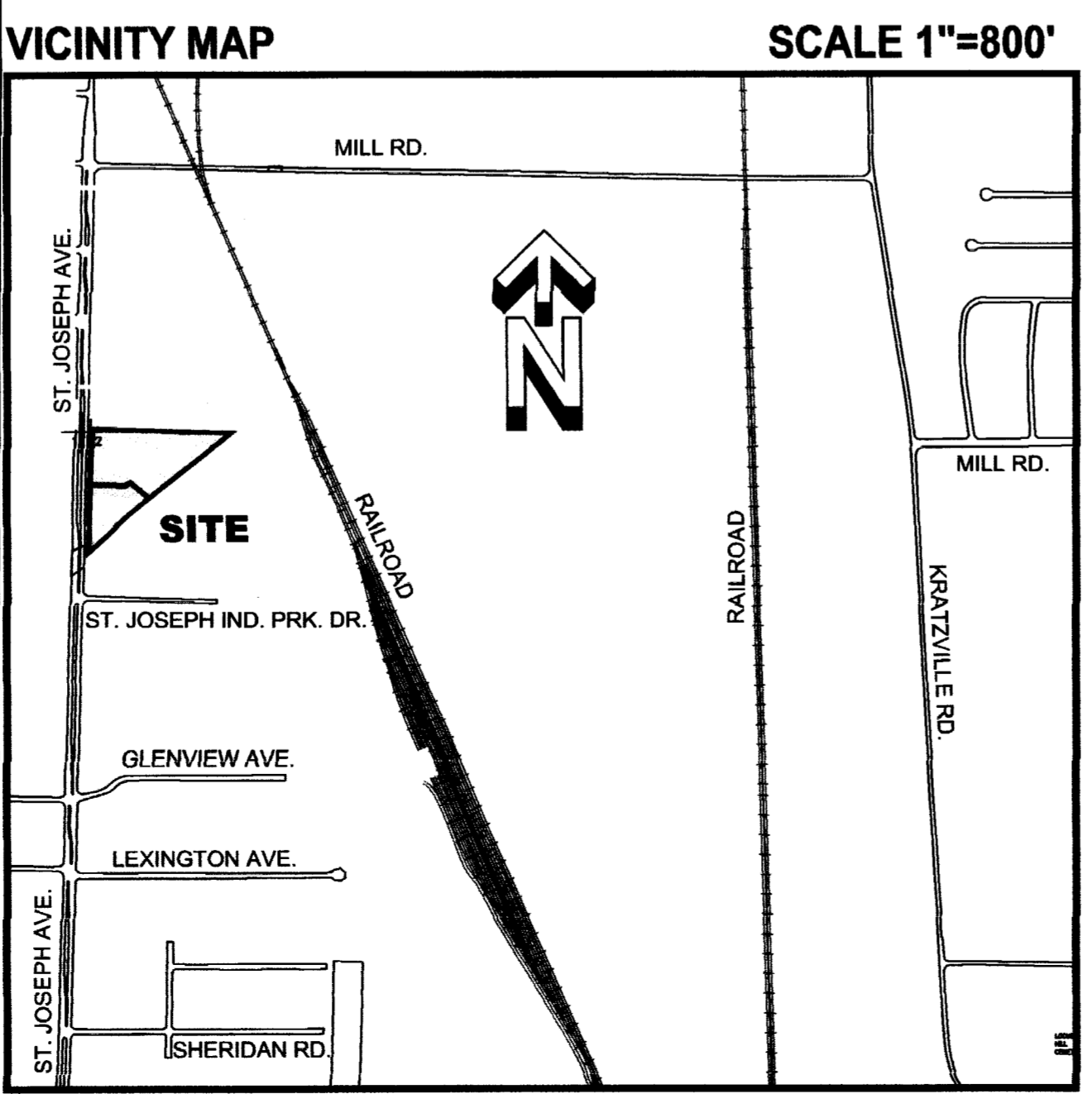
Printed Name: Patricia E. Keith
 Notary Resides in Vanderburgh County, Indiana (state)

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 April 17, 2023

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

PLAT RELEASE FOR APC Docket No.: MIN-2023-009
 The Secondary Plat complies with the Ordinance and is released for recording.

Executive Director: Ronald S. London
 Plat Release Date 6/14/2023



BOUNDARY DESCRIPTION

Lot 1 in St. Joseph Industrial Park, a subdivision located in the Northwest Quarter of the Northwest Quarter of Section 12, Township 6 South, Range 11 West of the 2nd P.M., lying in Center Township, as per plat thereof, recorded in Plat Book "K", Page 83 in the office of the Recorder of Vanderburgh County, Indiana as per a survey dated July 7, 2020 by Donald E. Gries, Professional Surveyor, Indiana Registration No. 29900003, under Project No. S-10606 and being more particularly described as follows:

- 1st: South 89°51'30" East 700.82 feet to the Northeast corner of said Lot 1; thence along the Southeast boundary of said Lot 1
- 2nd: South 50°15'28" West 92.52 feet to the Northeast corner of Lot 3 in said subdivision; thence along the common line of Lots 1 and 3 in said subdivision
- 3rd: South 49°49'23" West 564.94 feet to the Northwest corner of said Lot 3, also being the Northeast corner of Lot 2 in said subdivision; thence along the common line of Lots 1 and 2
- 4th: South 45°44'36" West 280.48 feet to the Southwest corner of said Lot 1; thence along the West line of said Lot 1
- 5th: North 00°15'30" East 621.16 feet to the point of beginning and containing 4.840 acres more or less.

Subject To: An irrevocable easement for right of way conveyed to the Board of Commissioners of the County of Vanderburgh, Indiana by Easement recorded in Volume 675 at Pages 475 and 476 in the office of the Recorder of Vanderburgh County, Indiana

MINOR SUBDIVISION
 4607 SAINT JOSEPH AVE.
 CLIENT: E. LYNN JOHNSON
 VANDERBURGH COUNTY, INDIANA

ANDY EASLEY ENGINEERING
 (812) 924-2461
 LAND SURVEYING
 EVANSVILLE, INDIANA 47710

AE2

DRAWN BY: 04/05/2023
 J.E.F.
 CHECKED: D.L.G.
 PROJECT NO.: S-10606
 SCALE: 1"=40'
 REVISIONS

SHEET NO.: 1 OF 1

OFFICIAL SEAL
 STATE OF INDIANA
 DONALD E. GRIES
 REGISTERED LAND SURVEYOR
 No. LS29900003