

OWNER'S CERTIFICATE

The undersigned owner of the real estate shown and described hereon do hereby plat and subdivide said real estate as shown and designate the same as Wynfield Subdivision, Section 7...

Strips 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, enlargement and repair of utility facilities...

Strips or areas of land, of the dimensions shown on this plat and marked "L.M.S.D.E." (Lake Maintenance & Storm Drainage Easement) are dedicated for the maintenance of the storm drainage lake and maintenance and storage of storm water...

Strips or areas of land, of the dimensions shown on this plat and marked "S.S.E." (Sanitary Sewer Easement) are hereby dedicated to the Evansville Water and Sewer Utility, and their successors and assigns (EWSU), for the installation, maintenance, operation, enlargement and repair of the sanitary sewer facilities...

Strips or areas of land, of the dimensions shown on this plat and marked "D.E." (Drainage Easement) are 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 manner as to impede the flow of water...

Strips or areas of land, of the dimensions shown on this plat and marked "U.P.U.E." (Underground Public Utility Easement), are hereby dedicated to public utilities for the installation, maintenance, operation, enlargement and repair of utility facilities below ground, with the right to trim or remove, at the discretion of the public utility, trees, overhanging branches, bushes, underbrush and obstructions...

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.

Conservation Easement

The current and future use of strips of land labeled "Conservation Easement" is restricted in perpetuity in order to protect aquatic resource functions and values, scenic, resource, environmental, and other conservation values, and conservation functions and ecological services...

Strips of land labeled "Conservation Easement" shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the rights of access and entry provision and property transfer provision of the following restrictive covenants...

1. Definitions. 1.1 Natural Condition. The term "natural condition" shall mean the condition of the Conservation Easement at the time of the declaration of these restrictions and as restored, created, enhanced, and preserved pursuant to the Mitigation Plan.

1.2 Mitigation Plan. The term "Mitigation Plan" shall mean the plan approved by Department of Army Permit No. LRL-2011-99-44h and LRL-2011-282-44h. The Mitigation Plan is shown in Vanderburgh County's plans for the reconstruction of Green River Road between Millersburg Road and Kansas Road...

2. Restrictions/Prohibitions. Any activity on, or use of, the Conservation Easement, which is or may become inconsistent with the purposes of these restrictions is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited within the Conservation Easement except as provided for in the Reserved Rights:

- 2.1 General/Topography. There shall be no filling, flooding, cultivating, excavating, earthmoving, grading, mining or drilling, no removal of natural materials, no dumping of materials, and no alteration of topography in any manner.
2.2 Waters and Wetlands. There shall be no draining, ditching, diking, dredging, channelizing, damming, pumping, or impounding; no changing the grade or elevation, impairing or diverting the flow or circulation of waters, or reducing the reach of waters; and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.
2.3 Trees/Vegetation. There shall be no clearing, burning, cutting, mowing or destroying of trees or vegetation.
2.4 Non-Native/Exotic Species. There shall be no introduction of non-native or exotic species.
2.5 Uses. There shall be no agricultural, commercial, or industrial activity undertaken or allowed, including but not limited to grazing, mining, or timber harvesting, whether on or off an established trail.
2.6 Structures. There shall be no construction, erection, or placement of buildings, billboards, signs, or any other temporary or permanent structure, nor any additions to existing structures.
2.7 Roads. There shall be no construction or building of new roads, trails, or other rights of way without the prior written approval by the Corps.
2.8 Off Road Vehicles. There shall be no use of off road vehicles, 4 wheel drive vehicles, all-terrain vehicles, snowmobiles, or other types of motorized recreational vehicles except as necessary to maintain the Conservation Easement.
2.9 Utilities. There shall be no construction or placement of utilities or related facilities without the prior written approval of the Corps.
2.10 Waste. There shall be no placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, or industrial, municipal, or agricultural waste.
2.11 Pest Control. There shall be no application of pesticides or biological controls, including but not limited to insecticides, fungicides, rodenticides and herbicides, without prior written approval from the Corps.
2.12 Reserved Rights. Notwithstanding the foregoing restrictions, the Owner hereby reserves for itself, its heirs, executors, administrators, successors and assigns the right to use the Conservation Easement for all purposes not inconsistent with the purposes of these restrictive covenants. Further, the Owner expressly reserves for itself, its heirs, executors, administrators, successors, and assigns the following rights, which may be exercised upon providing 30 days prior written notice to the Corps, except where expressly provided otherwise:
2.12.1 Wildlife and Forestry Management. Owner reserves the right to naturally manage the Conservation Easement to preserve and improve the existing forest and wildlife resource. Owner reserves the right to remove or trim vegetation hazardous to persons or property, and harvest and manage timber damaged or damaged due to natural forces, such as fire, storms, insects, or infectious organisms, to the extent necessary to protect the environment. Such management activities shall be carried out only after approval by the Corps and in accordance with Best Management Practices as set out by the U.S. Forest Service.
2.12.2 Landscape Management. Owner reserves the right to undertake landscaping necessary to prevent severe erosion or damage to the Conservation Easement or portions thereof, or significant detriment to existing or permitted uses, to the extent such landscaping is consistent with preserving the natural condition of the Conservation Easement.
2.12.3 Recreation. Owner reserves the right to engage in outdoor, non-commercial recreational activities, and similar recreational or educational activities, consistent with cumulatively very small impacts and with the continuing natural condition of the Conservation Easement, but excluding planting and burning. No prior written notice to the Corps is required.

- 3.4 Maintenance. Maintenance of the Conservation Easement shall be limited to: removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel) necessary to correct or impede erosion; grading; and replacement of culverts or water control structures.
3.5 Signs. Signs may be erected on the Conservation Easement to mark the Conservation Easement as a protected area and to convey information on the restricted use of the Conservation Easement, including no trespassing signs, no mowing signs, temporary signs indicating the property on which the Conservation Easement is located is for sale, signs identifying the trees, vegetation, wetlands or conservation ecological services of the Conservation Easement.
3.6 Mitigation Measures. Owner reserves the right to undertake restoration and mitigation measures required under the Mitigation Plan or otherwise required under law.

4. Rights of Access and Entry. The Corps and its authorized agents are hereby granted an irrevocable and assignable right to enter in, on, over and across the Conservation Easement to inspect and monitor the Conservation Easement, to implement the Mitigation Plan or take corrective measures under the Mitigation Plan, to take any actions necessary to maintain or restore the natural condition of the Conservation Easement, or to take any actions necessary to verify compliance with these restrictive covenants. The Corps and its authorized agents are also hereby granted an irrevocable and assignable right to enter and exit across the Conservation Easement for the purposes listed above...

5. Enforcement. The Owner grants the Corps, as third party beneficiary hereof, a discretionary right to enforce these restrictive covenants in a judicial action against any person or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in forfeiture or reversion of title. In any enforcement action for violations of these conditions and restrictions, an enforcing agency shall be entitled to complete restoration of the Mitigation Plan for the Conservation Easement for any violation, as well as any other remedy available under law or equity, such as injunctive relief and administrative, civil or criminal penalties. No omission or delay in acting by the Corps shall bar subsequent enforcement rights or constitute a waiver of any enforcement right...

6. Notice to Government. 6.1 Any permit application, or request for certification or modification, which may affect the Conservation Easement, made to any government entity with authority over wetlands or other waters of the United States, shall express reference and include a recorded copy of these restrictive covenants. 6.2 Owner shall provide the Corps with written notice of any legal action affecting these restrictions, including but not limited to foreclosure proceedings, tax sales, bankruptcy proceedings, zoning that ceases to exist, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain...

7. Property Transfers. The following notice shall be included on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in any property on which the Conservation Easement is located: NOTICE: This Property is subject to the Conservation Easement restrictions stated on the plat for Wynfield Subdivision Section 7 as recorded in the Office of the Recorder of Vanderburgh County, Indiana. Said Conservation Easement restrictions are enforceable by the U.S. Army Corps of Engineers.

8. Warrants. 8.1 The Owner represents and warrants that: A. The Owner represents and warrants that interests in the Conservation Easement exist, the holders of such interests have agreed to subordinate their interests in the Conservation Easement to the restrictions stated herein. B. The Owner has identified all other parties that hold any interest (e.g., encumbrances) in the Conservation Easement and has notified such parties of the intent to establish these conditions and restrictions; C. These restrictions will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which the Owner is a party, or by which the Owner may be bound or affected; D. These restrictions will not materially violate or contravene any zoning law or other law regulating use of the Conservation Easement; and E. The Owner does not authorize a use of the Conservation Easement that is otherwise prohibited by a recorded instrument that has priority over these conditions and restrictions. 8.2 The Owner represents and warrants that, to the best of its knowledge: A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Conservation Easement; B. There are no underground storage tanks located on the Conservation Easement, whether presently in service or closed, abandoned, or decommissioned; C. The Conservation Easement is in compliance with all federal, state, and local laws, regulations, and permits and there is no pending or threatening litigation in any way affecting, involving, or relating to the Conservation Easement and its use; and D. The Conservation Easement is not landlocked and there is access to the Conservation Easement by road, dedication of pathway or by an access easement.

9. Notification. Any notice, request for approval, or other communication required by these restrictive covenants shall be sent by registered mail, pre-paid postage, to the following addresses (or such addresses as may be hereinafter specified by notice pursuant to this paragraph): To Vanderburgh County: President, Board of Commissioners of Vanderburgh County Civic Center Complex, Room 305 11W ML King Jr. Blvd. Evansville, IN 47708 To Corps: U.S. Army Corps of Engineers OP-FN, Room 752 P.O. Box 59 Louisville, KY 40201-0059 To Owner: The Owner of land on which a Conservation Easement is located shall be contacted at the Owner's address as listed in the records of the Office of the Vanderburgh County Assessor.

10. Amendment. After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and by the owners of the Conservation Easement. Amendment shall be allowed at the discretion of the Corps, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Any amendment must be consistent with the requirements of Sections 404 of the Clean Water Act. There shall be no obligation to allow an amendment.

11. Termination. These restrictions are intended to be perpetual in nature and run with the land as set forth in the first paragraph of these restrictions. However, if the Corps determines that the compensatory mitigation undertaken on the Conservation Easement as set forth in the Mitigation Plan is not successful and the alternative mitigation identified does not involve the Conservation Easement, then the Owner of the Conservation Easement and Corps may terminate these restrictions by written agreement. Said written agreement shall be recorded in the Office of the Vanderburgh County Recorder. 12. Successors in Interest. All references to the Corps shall include successor governmental agencies, departments, or divisions, or any other successor entities prescribed by law. 13. Severability Provision. Should any separable part of these restrictive covenants be held contrary to law, unenforceable, or void, the remainder shall continue in full force and effect.

GENERAL NOTES

Utilities: Electric, Water and Sanitary Sewer utilities will be extended to the site. Access: All lots shall access interior streets only. Lot 157 and 158 shall have access to the cul-de-sac only and these two lots shall not have access to Windham Drive. Noise Sensitive: It is understood by the owners that the real property, as described within, lies in close proximity to an operating airport and that operation of the airport and the takeoff and landing of aircraft may generate high noise levels.

Double Frontage: Lots 146 through 158 are not considered double frontage lots for the purpose of placing fences, only. Flood: According to the Flood Insurance Rate Maps for Vanderburgh County, Indiana, Map Number 18163C0140D, dated March 17, 2011, all of the subject property does lie within the limits of the 100 year flood zone (Zone "AE"). Basement: Any basement must be approved by the Vanderburgh County Building Commissioner. Grades: First floor grades shall be set to allow for proper drainage away from houses. All first floor grades shall conform to local and state enforced building codes.

Storm Maintenance: Per Plan B 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: 1. Mowing grass, controlling weeds, and maintaining the designed cover of waterways, storage basins, and easements in accordance with all applicable ordinances.

- 2. 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.
3. Keeping the channels, embankments, shorelines and bottoms of waterways and basins free from erosion and sedimentation.
4. 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 Engineer's Office and/or in the County Engineer's Office and in compliance with the County Drainage Ordinance.
5. 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 easement which lies on his or her property.
6. The Repair Fund established for this project will pay the costs of repairing structural failure in the storm sewer pipes, pipe collars, drop boxes, aprons, inlets, manholes, junction boxes and the piped or paved outlet structures of the storm water control basins, all of which are part of the approved and constructed storm water system shown on the as-built plans for this subdivision and which are in drainage easements and outside of the county accepted road right-of-way shown on this subdivision plat.
7. 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.

Erosion: The developer, development contractor, builders, and all lot owners or anyone working with disturbed earth shall comply with the "Erosion Control Plan" and any amendments as filed with the County Drainage Board and the Soil and Water Conservation District and with all Federal, State and Local erosion control laws.

Slopes of 0% to 6% shall be mulched and seeded with a cover crop, i.e. rye, red top or wheat, within 45 days of disturbance of the soil, which must remain in place until final grading and shaping. Slopes more than 6% shall be mulched and seeded and shall have silt fence, straw bales and/or erosion control blankets in place within 5 days of disturbance of the soil which must remain in place until final grading and seeding. Ditch slopes of 0% to 2% shall be mulched and seeded within 45 days of disturbance. Ditch slopes of 2% to 8% shall be sodded and/or stabilized with an erosion control blanket at completion of grading. Ditch slopes greater than 8%, for a ditch length of 100 feet or more, shall require rip-rap or other approved stabilization at the completion of grading.

Monuments: Monuments exist as noted at all exterior boundary corners and all interior monuments will be a set 5/8" Rebar with plastic cap stamped "Cash Waggoner & Associates #0096". Road Plans were approved by the Vanderburgh County Commissioners on June 4, 2013. Sidewalks were waived by the Vanderburgh County Commissioners on June 4, 2013. Drainage Plans were approved by the Vanderburgh County Drainage Board on June 4, 2013. Sewer Plans were approved by the Evansville Water and Sewer Utility on October 23, 2012. Water Plans were approved by the Evansville Water and Sewer Utility on October 23, 2012.

Approval Dates: The Secondary plat complies with the Ordinance and is released for recording.

AREA PLAN COMMISSION CERTIFICATE

Under the authority provided by the Acts of 1981, Public Law #509, 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 November 1, 2000.

President: [Signature]
Attest Executive Director: [Signature]

Executive Director: [Signature]
Date: Nov. 14, 2013

T-103 APC #31-S-2000

SHEET 1 OF 3

RECEIVED FOR RECORD
DATE 11.14.13 10:26A
PLAT BOOK T
PAGE 103
INSTR 2013 Recd 30986
Z TULEY RECORDER
VANDERBURGH COUNTY

WYNFIELD SUBDIVISION SECTION 7

BOUNDARY DESCRIPTION

All of Lot 179 and part of Lot 123 in the Corrected Plat of Wynfield Section 3, as per plat thereof, recorded in Plat Book S, page 22 in the office of the Recorder of Vanderburgh County, Indiana and also part of the Northwest Quarter of Section 25, Township 5 South, Range 10 West in Center Township, Vanderburgh County, Indiana and being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of the Northwest Quarter of said Section; thence along the east line of said Quarter Quarter Section, South 00 degrees 35 minutes 25 seconds West 1302.42 feet to the Southeast Corner thereof; thence along the east line of the Northwest Quarter of the Northwest Quarter of said Section, South 00 degrees 33 minutes 16 seconds West 453.84 feet to the southeast corner of Wynfield Subdivision, Section 5, as per plat thereof, recorded in Plat Book T, page 9 in the office of the Recorder of Vanderburgh County, Indiana and being the point of beginning; thence continue along the east line of the Southwest Quarter of the Northwest Quarter of said Section, South 00 degrees 33 minutes 16 seconds West 848.95 feet to the Southeast Corner thereof; thence along the south line of the Southwest Quarter of the Northwest Quarter of said Section, North 88 degrees 46 minutes 59 seconds West 1522.80 feet to the Southwest Corner thereof; thence along the west line of the Northwest Quarter of said Section, North 00 degrees 47 minutes 41 seconds East 767.30 feet to a corner of the Corrected Plat of Wynfield Section 3, as per plat thereof, recorded in Plat Book S, page 22 in the office of said Recorder; thence along the boundary of said Wynfield Section 3, South 89 degrees 12 minutes 19 seconds East 50.00 feet; thence continue along the boundary of said Wynfield Section 3, North 11 degrees 28 minutes 34 seconds East 89.29 feet; thence continue along the boundary of said Wynfield Section 3, North 43 degrees 43 minutes 04 seconds East 28.28 feet; thence along the road right-of-way and along the arc of said curve 31.42 feet to a point on the west right-of-way of Hartwell Drive; thence along said west right-of-way, South 00 degrees 47 minutes 41 seconds West 65.37 feet; thence South 89 degrees 12 minutes 19 seconds East 50.00 feet to a point on the east right-of-way of Hartwell Drive; thence along said east right-of-way, North 00 degrees 47 minutes 41 seconds East 65.37 feet to the beginning of a curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds; a radius of 20.00 feet and a chord dimension of North 45 degrees 47 minutes 41 seconds East 28.28 feet; thence along the road right-of-way and along the arc of said curve 31.42 feet to a point on the south right-of-way of Windham Drive; thence along the south right-of-way of Windham Drive, South 89 degrees 12 minutes 19 seconds East 110.00 feet; thence South 00 degrees 47 minutes 41 seconds West 439.00 feet to the Southwest Corner of Wynfield Section 6, as per plat thereof, recorded in Plat Book T, page 52 in the office of said Recorder; thence along the boundary of said Section 6, South 89 degrees 12 minutes 19 seconds East 130.01 feet; thence continue along the boundary of said Section 6, South 00 degrees 47 minutes 37 seconds West 8.86 feet; thence continue along the boundary of said Section 6, South 89 degrees 12 minutes 23 seconds East 440.00 feet; thence continue along the boundary of said Section 6, North 00 degrees 47 minutes 37 seconds East 434.00 feet to the northeast corner thereof; thence along the south line of said Wynfield Section 5, South 89 degrees 12 minutes 23 seconds East 79.20 feet to the point of beginning and containing a gross area of 19.93 acres, more or less.

Subject to all easements and rights-of-ways of record.

SURVEYOR'S CERTIFICATE

I, Scott D. Buedel, hereby certify that I am a Professional Land Surveyor licensed in compliance with the 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 12th day of November, 2013.

[Signature]
Scott D. Buedel, PLS
Indiana Registration Number 29900031
Cash Waggoner & Associates, PC
414 Citadel Circle, Suite B
Evansville, IN 47715



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.

SIGNATURE: [Signature]
PRINTED NAME: Scott D. Buedel



CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS - LAND SURVEYORS
WWW.CASHWAGGNER.COM
414 CITADEL CIRCLE SUITE B
EVANSVILLE, IN 47715
PH: 812.401-5561
332 THIRD AVENUE SUITE 13
JASPER, IN 47546
PH: 812.634.5015

Owner of all internal lots and rights-of-ways
Storch Development, LLC
8820 Big Hill Drive
Evansville, IN 47711

[Signature] 10/13/13
Bradley D. Storch date

NOTARY CERTIFICATE

State of INDIANA ss:
County of VANDERBURGH

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the said Owner and Subdivisor Bradley D. Storch (Storch Development, LLC) who acknowledged the execution of the foregoing plat with the dedications 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 13th day of NOVEMBER 2013.

9-26-13
My Commission expires: Notary Public
Notary Resides in VANDERBURGH County, Indiana
Typed or printed name SCOTT D. BUEDER

Owner of variable width right-of-way for Green River Road
Storch Home Corporation
8820 Big Hill Drive
Evansville, IN 47711

[Signature] 10/13/2013
Bradley D. Storch date

NOTARY CERTIFICATE

State of INDIANA ss:
County of VANDERBURGH

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the said Owner and Subdivisor Bradley D. Storch (Storch Home Corporation) who acknowledged the execution of the foregoing plat with the dedications 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 13th day of NOVEMBER 2013.

9-26-13
My Commission expires: Notary Public
Notary Resides in VANDERBURGH County, Indiana
Typed or printed name SCOTT D. BUEDER