



DEED OF DEDICATION

We, the undersigned TRIPLE R DEVELOPMENT, LLC, owners of the real estate shown and described herein by virtue of a certain deed recorded as Deed Record Number 201310187, do hereby certify that we have sold, granted and subdivided, and do hereby try off, plot and subdivide said real estate in accordance with this plot. This plot is on ADDITION P.L.A., for the described portion of the plot known and designated as LEGACY PRESERVE – PHASE 2, on land to Whitley County, Indiana recorded as Deed Record Number 201610039.

All streets and alleys shown and not heretofore dedicated, are hereby dedicated to the public. Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure, except as in conformance with the requirements of the Whitley County Zoning Ordinance.

A perpetual easement is hereby granted to any private or public utility or municipal department, their successors and assigns, with the area shown on the plat and marked "Utility Easement," to install, lay, construct, renew, operate, maintain and remove conduits, cables, poles and wires, overhead and underground, with all necessary braces, gussets and other equipment for the purpose of serving the subdivision or adjoining property with telecommunication, electric, gas, sewer, and water service as a part of the respective utility systems, and the right is hereby granted to electric upon the lots at all times for all of the purposes aforesaid.

The owners of land under a Regulated Drain (properly light-of-way) may use the land in any manner consistent with Indiana Code 36-9-2.72 and the proper operation of the drain. Permanent structures may be placed on any right-of-way without the written consent of the Whitley County Drainage Board. Temporary structures may be placed upon or over the right-of-way without the written consent of the Board, but shall be removed immediately by the owner, and if necessary in the reconstruction or maintenance of the drain, may be damaged without liability on the part of the surveyor, the Board or their representatives. Trees, shrubs, and woody vegetation may not be planted in the right-of-way without the written consent of the Board, and trees and shrubs may be removed by the surveyor if necessary to ensure the proper operation or maintenance of the drain.

The manual of any obligations issued by any Jilly Esmerald or Dodge Esmerald by an authorized person or persons performing maintenance or other work authorized herein shall in no way obligate the person in damages or to perform the obligation to its original form.

In addition to the LOTS, Rights-of-way, Easements, and Building Lines dedicated on the face of this plat, the property is also subject to additional "Protective Covenants and Restrictions" recorded previously in Document Number 2014090057 and Addendum 1 also recorded in Document Number 2014090058.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2024, at which time said covenants, or restrictions, shall be automatically removed for successive periods of ten years unless amended through the Plan Commission. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the owners of the lots in this subdivision and to their heirs and assigns.

Witness our hands and seals this ____ day of _____, 2019.

State of Indiana)
County of _____)

TRIPLE R DEVELOPMENT LLC

Before me, the undersigned Notary Public, in and for the County and State, personally appeared KEITH D. ROBINSON, Member of Triple R Development LLC and acknowledged the execution of the foregoing instrument as his voluntary act and deed, for the purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2019.

My County of residence _____

My commission expires _____

My commission expires _____

AMENDED SECONDARY PLAT:
LEGACY PRESERVE
PHASE 2

AN AMENDMENT OF LOTS 9, 10, & 11 AS PREVIOUSLY PLATTED IN THE AMENDED PLAT OF LEGACY PRESERVE A RECORDED IN THE OFFICE OF THE RECORDER OF WHITLEY COUNTY, INDIANA AS INSTRUMENT NUMBER 2014120332

A SINGLE FAMILY RESIDENTIAL ADDITION LOCATED IN
WHITLEY COUNTY, INDIANA

LOCATED IN THE SOUTHWEST QUARTER OF
SECTION 1, TOWNSHIP 30 NORTH, RANGE 10 EAST
JEFFERSON TOWNSHIP, WHITLEY COUNTY, INDIANA

OWNER / DEVELOPER:
TRIPLE R DEVELOPMENT LLC
KEITH ROBINSON, MEMBER
1319 MAANAOKA WAY
FORT WYNNIE, IN 46804
(260) 448-2200

SURETYOR:

 **GOULOFF-JORDAN
SURETY AND DESIGN, INC.**
1133 BROADWAY
FORT WYNNIE, IN 46802
PH (260) 424-5362 FAX (260) 424-4916

ENGINEER:



5-24-2019