

REPLAT OF SARATOGA VILLAGE, SECTION 1, PHASE 1 - FINAL PLAT

PART OF THE NW 1/4, SEC. 34, PART OF THE NE 1/4, SEC. 33-T15N-R1E

& EASEMENT AREA "A" IN SARATOGA COMMERCIAL LOTS 5,6,7 & BLOCK B
PLAINFIELD, HENDRICKS COUNTY, INDIANA

DEDICATION STATEMENT

We, the undersigned Ryan Homes, do hereby certify that We are the Owner(s) of the real property located in the Town of Plainfield, Hendricks County, Indiana, according to deed recorded in Instrument Number 202216934 in the Office of the Recorder of Hendricks County, Indiana, and further described as follows:

Land Description

Replat of Saratoga Village, Section 1, Phase 1

Part of the Northeast quarter of Section 33 and the Northwest quarter of Section 34, and Easement Area "A" in Saratoga Commercial Lots 5,6,7 & Block B, all being in Township 15 North, Range 1 East, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northeast quarter of said Section 33; thence North 00 degrees 41 minutes 18 seconds West along the East line of said Northeast quarter of a distance of 1322.77 feet; thence North 90 degrees 00 minutes 00 seconds West 43.61 feet to the POINT OF BEGINNING; thence North 25 degrees 51 minutes 08 seconds West 31.61 feet; thence North 42 degrees 14 minutes 44 seconds West 82.81 feet; thence North 52 degrees 44 minutes 15 seconds West 94.91 feet to the beginning of a non-tangent curve to the left having a radius of 880.00 feet and a central angle of 03 degrees 09 minutes 23 seconds; the radius point of which bears South 49 degrees 43 minutes 24 seconds West; thence along the arc of said curve 48.48 feet; thence North 43 degrees 25 minutes 59 seconds West 293.61 feet; thence North 46 degrees 37 minutes 20 seconds East 16.61 feet; thence North 86 degrees 51 minutes 13 seconds East 18.58 feet; thence North 46 degrees 37 minutes 20 seconds East 156.78 feet; thence North 06 degrees 23 minutes 27 seconds East 18.58 feet; thence North 46 degrees 37 minutes 21 seconds East 18.56 feet; thence North 55 degrees 49 minutes 31 seconds East 42.00 feet to the beginning of a non-tangent curve to the left having a radius of 54.00 feet and a central angle of 08 degrees 10 minutes 50 seconds; the radius point of which bears North 54 degrees 48 minutes 10 seconds East; thence along the arc of said curve 7.71 feet; thence South 43 degrees 22 minutes 40 seconds East 58.93 feet; thence North 46 degrees 37 minutes 20 seconds East 81.38 feet; thence North 83 degrees 12 minutes 35 seconds East 4.51 feet; thence South 43 degrees 22 minutes 40 seconds East 35.48 feet; thence South 08 degrees 22 minutes 40 seconds East 11.31 feet; thence South 43 degrees 22 minutes 41 seconds East 120.17 feet; thence North 89 degrees 29 minutes 27 seconds East 121.13 feet; thence North 00 degrees 30 minutes 33 seconds West 20.21 feet; thence North 89 degrees 29 minutes 27 seconds East 133.00 feet; thence North 00 degrees 30 minutes 33 seconds West 92.33 feet; thence North 12 degrees 45 minutes 45 seconds East 16.85 feet; thence North 83 degrees 34 minutes 27 seconds East 92.33 feet; thence North 06 degrees 25 minutes 33 seconds West 51.50 feet; thence North 41 degrees 32 minutes 22 seconds East 73.93 feet; thence North 09 degrees 12 minutes 22 seconds East 61.79 feet; thence North 16 degrees 29 minutes 23 seconds East 86.24 feet; thence North 08 degrees 14 minutes 58 seconds West 75.36 feet; thence North 82 degrees 15 minutes 18 seconds East 231.78 feet; thence South 11 degrees 20 minutes 48 seconds East 732.70 feet; thence South 65 degrees 50 minutes 08 seconds West 621.27 feet to the beginning of a non-tangent curve to the left having a radius of 140.00 feet and a central angle of 59 degrees 34 minutes 16 seconds; the radius point of which bears South 59 degrees 28 minutes 58 seconds West; thence along the arc of said curve 145.56 feet; thence South 80 degrees 54 minutes 42 seconds West 73.60 feet; thence South 65 degrees 50 minutes 49 seconds West 68.48 feet to the POINT OF BEGINNING, containing 13.672 acres, more or less

Now therefore know all persons by these presence that We do hereby lay off, plat and subdivide said Real Estate in accordance with the within Plat.

This Subdivision shall be known as Replat of Saratoga Village, Section 1, Phase 1, an addition to the Town of Plainfield, Hendricks County, Indiana.

All streets shown on the within Plat not heretofore dedicated to the public are hereby dedicated to the Town of Plainfield for public use and maintenance.

Front building setback lines are hereby established as shown on the within Plat, between which lines and street right-of-way lines no building or structure (except for parking areas, driveways, and interior access drives) shall be erected or maintained.

All storm water, drainage, water, and sanitary sewer easements shown on this Plat are hereby dedicated to the Town of Plainfield. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easements are of each Lot shall be continuously maintained as a yard area by the Owner of the lot, except for those improvements which are the responsibility of a public authority or utility company to maintain.

Within drainage easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The drainage easement of each Lot and all improvements in the drainage easement, including slope and drainage pattern, shall be continuously maintained as a yard area by the Owner of the Lot, except for those improvements which are the responsibility of a public authority or utility to maintain.

The first five (5) feet of any utility easement which is located along a street right-of-way shall be reserved for use as a Town of Plainfield utility easement for sewer and water, and shall be used for the installation and maintenance of fire hydrants, meter pits, and similar appurtenances approved by the Town Engineer. All other utility companies shall have the right to cross the first five (5) feet of said utility easement at or near perpendicular. No other utilities or appurtenances thereto shall be installed within the first five (5) feet of said utility easement without the written approval of the Town Engineer.

Grant of Easement - For valuable consideration, the undersigned landowners ("Grantor") do hereby permanently grant to Duke Energy Indiana, Inc. and any other provider of utility services, and their respective successors and assigns ("Grantee"), forever, a non-exclusive easement, upon, under and across areas shown on the within plat and designated as "**Utility Easements**" for the construction, operation, maintenance, repair, relocation, addition to, modification, reconstruction, removal and replacement of any fixture necessary or convenient for the overhead and/or underground transmission and/or distribution of gas, electric, telephone, telecommunications and other utility service to the land of Grantor and to the public ("Facilities"). Grantee shall have the right of ingress and egress over the Utility Easements, and to and from the Utility Easements and public road right of way over the adjoining land of Grantor (using established drives and paved areas when practicable), and also the right to cut down, clear, trim and remove any trees, undergrowth or overhanging branches within the Utility Easements and immediately adjacent thereto. No buildings or other structures shall be built or permitted by Grantor within the Utility Easements, no trees or other woody vegetation shall be planted or permitted by Grantor within the Utility Easements, no obstruction to Grantee's access shall be placed or permitted by Grantor within the Utility Easements, and no change in the elevation of the surface of the Utility Easements shall be made or permitted by Grantor. To have and to hold said easement forever, which shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. Grantor acknowledges having the full power to grant this easement and will defend the same against all claims.

In addition to the covenants and restrictions herein set forth and contained in this plat the lots will also be subject to certain additional covenants and restrictions contained in "Declaration of Covenants, Conditions and Restrictions of Saratoga Village Subdivision" that will be filed in the Office of the Recorder of Hendricks County and any amendments thereof.

Invalidation of any one of the foregoing plat covenants by judgment or court order shall in no way affect any of the other plat covenants, which shall remain in full force and effect.

The right to enforce these covenants 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 Saratoga Village Homeowners Association, Inc and to the several owners of the lots in the Subdivision and to their heirs and assigns.

In witness whereof, Owner has executed this instrument this _____ day of _____, 202__.

Owner: BPD Saratoga Village, LLC
1155 Parkway Drive Suite 300
Zionsville, Indiana 46077

Signature _____

Printed _____ Adam Braun

Title _____ President (BPD Saratoga Village, LLC)

State of _____)

County of _____)

Before me, a notary public in and for said County and State, personally appeared _____

_____ of _____

who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this _____ day of _____, 202__.

Signature _____

Printed _____

County of Residence _____

My Commission Expires _____

In witness whereof, Owner has executed this instrument this _____ day of _____, 202__.

Owner: NVR Inc., d/b/a Ryan Homes
Plaza America Tower 1
11700 Plaza America Drive, Suite 500
Reston, Virginia 20190

Signature _____

Printed _____ Courtney Wilt

Title _____ Vice President, NVR Inc., d/b/a Ryan Homes

State of _____)

County of _____)

Before me, a notary public in and for said County and State, personally appeared _____

_____ of _____

who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this _____ day of _____, 202__.

Signature _____

Printed _____

County of Residence _____

My Commission Expires _____

SURVEYOR CERTIFICATION

I, Kevin W. Rowland, hereby certify that:

The within Plat is a representation of the lands surveyed, subdivided and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief;

See legal description to the left;

This Subdivision consists of 66 Lots, numbered 1A&B through 10A&B, 17A&B through 18A&B, 23A&B through 24A&B, 28A&B through 32A&B, 33A-C, 34A-C, 35A-E, 36A-E, 37A-F and 38A-F and 4 Common Areas, labeled A through D, together with Streets, Easements, and Public Ways as shown on the within Plat;

The size of the Lots and the Widths of Streets and Easements are shown in figures denoting feet and decimal parts thereof;

All monuments shown on the within Plat actually exist and their location, size, type, and material are accurately shown;

The boundary survey of this plat is in conformity with 865 IAC 1-12, said survey being recorded as Instrument Number 202222299 in the Office of the Recorder of Hendricks County, Indiana;

Common Area B and the 20 foot storm water quality access easement depicted in said Common Area are replatted from the previous configuration of Easement Area A and said 20 foot storm water quality access easement. The Common Area and 20 foot access easement depicted on this plat hereby supersede the previous easement area and 20 foot access easement shown on the plat of Saratoga Commercial Lots 5,6,7 & Block B per plat thereof recorded as Instrument Number 201414710.

The within Plat complies with the provisions of the Plainfield Subdivision Control Ordinance;

There has been no change from the matters of survey revealed by the cross-referenced survey, or any prior subdivision plats contained therein, on any lines that are common with the new subdivision unless otherwise noted.

Witness by signature this _____ day of _____, 202__.

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

Signature _____

Prepared By: Kevin W. Rowland

Professional Surveyor - Indiana - #LS29600015

REGULATED DRAIN TABLE	
LFT OF OPEN DITCHES	0
LFT OF SUBSURFACE DRAINS	0

PER TITLE 865 I.A.C. 1-12-18, THE INSTALLATION OF THE SUBDIVISION MONUMENTS MAY BE DELAYED FOR UP TO TWO YEARS FROM THE DATE IN WHICH THE PLAT WAS RECORDED. FOR THOSE MONUMENTS NOT INSTALLED PRIOR TO RECORDDATION OF THIS PLAT, A MONUMENT AFFIDAVIT WILL BE RECORDED AND CROSS REFERENCED TO THIS PLAT AFTER THE COMPLETION OF THE INSTALLATION OF THE SUBDIVISION MONUMENTATION.

ALL MONUMENTS SHOWN WITHIN THIS PLAT WERE FOUND OR SET PRIOR TO THE RECORDING OF THIS PLAT.



Revisions	PRELIMINARY PLAT	FINAL PLAT	RECORDING	Drawn:
	Checked: _____ Date: _____	Checked: _____ Date: _____	Checked: _____ Date: _____	CH
				Scale: N/A
				Date: 04/25/23
				Project: 21013-S1
				Sheet 3 of 3