

DEDICATION STATEMENT

NOTE: The following language shall be incorporated into all *Plats* presented for *Secondary Plat Approval*. Any underlined words in the following language indicates optional words to be used only in the appropriate situations. Any blanks (_____) used in the following language indicates information to be provided by the *Subdivider* or Surveyor.

I/We _____, do hereby certify that I/We am/are the Owner(s) of the real property located in the Town of Plainfield, Hendricks County, Indiana, according to deed recorded in Book _____, Page _____, of the official records of the Recorder of Hendricks County, Indiana, and further described as follows:

(Insert Legal Description of Real Property Here)

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

This Subdivision shall be known as _____, an addition to the Town of Plainfield, Hendricks County, Indiana.

All streets, alleys, ways and public open spaces shown on the within Plat not heretofore dedicated to the public are hereby dedicated to the Town of Plainfield for public use and maintenance, save and except for those streets, alleys, ways and open spaces specifically identified as private on the plat and approved by the Plan Commission to be privately owned, operated and maintained.

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, save and except for those storm water, drainage, water, and sanitary sewer easements specifically identified as private on the plat and approved by the Plan Commission to be privately owned, operated and maintained. 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 easement area 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.

Any private restrictive covenants, conditions or restrictions to run with the Subdivision shall be entered here.

The foregoing plat covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the _____ day of _____, _____, at which time said plat covenants shall automatically be extended for successive periods of ten (10) years unless by vote of a majority of the then Owners of the building site coved by these plat covenants it is agreed to change such plat covenants in whole or in part.

Invalidation of any one of the foregoing plat covenants by judgement 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 several Owners of the several Lots in the Subdivision and to their heirs and assigns.

In Witness whereof, Owner has executed this instrument this ____ day of _____, ____.

(Name of Organization If Other Than an Individual(s))

Signature_____

Printed_____

Title_____

(Individual Acknowledgment)

State of _____)
) ss:
County of _____)

Before me, a notary public in and for said County and State, personally appeared _____, Owner(s) of the Real Estate, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

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

Signature _____

Printed _____

County of Residence _____

My Commission Expires _____

(Organization Acknowledgment)

State of _____)
) ss:
County of _____)

Before me, a notary public in and for said County and State, personally appeared _____, the _____ of _____, a(n) _____, Owner(s) of the Real Estate, 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 _____, ____.

Signature _____

Printed _____

County of Residence _____

My Commission Expires _____