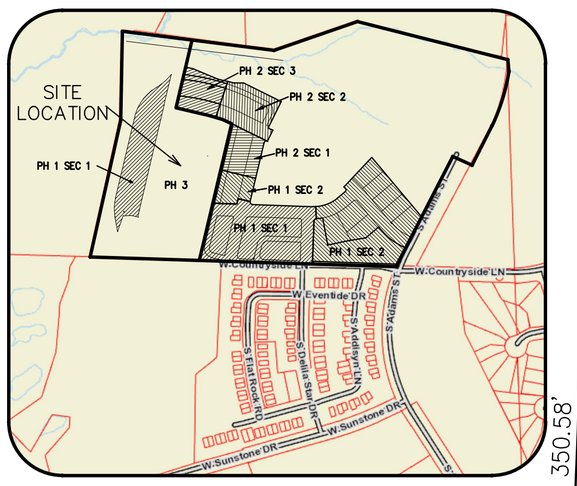
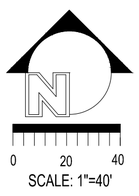




MONUMENT LEGEND

STONE MONUMENT
STONE WITH X
CONCRETE MONUMENT
?"REBAR W/PLASTIC CAP SET
REBAR FOUND
IRON ROD FOUND
FENCE POST FOUND
RAILROAD SPIKE FOUND
PK NAIL
GPS MONUMENT
HIGHWAY BOX
EASEMENT LINE

GENERAL NOTES

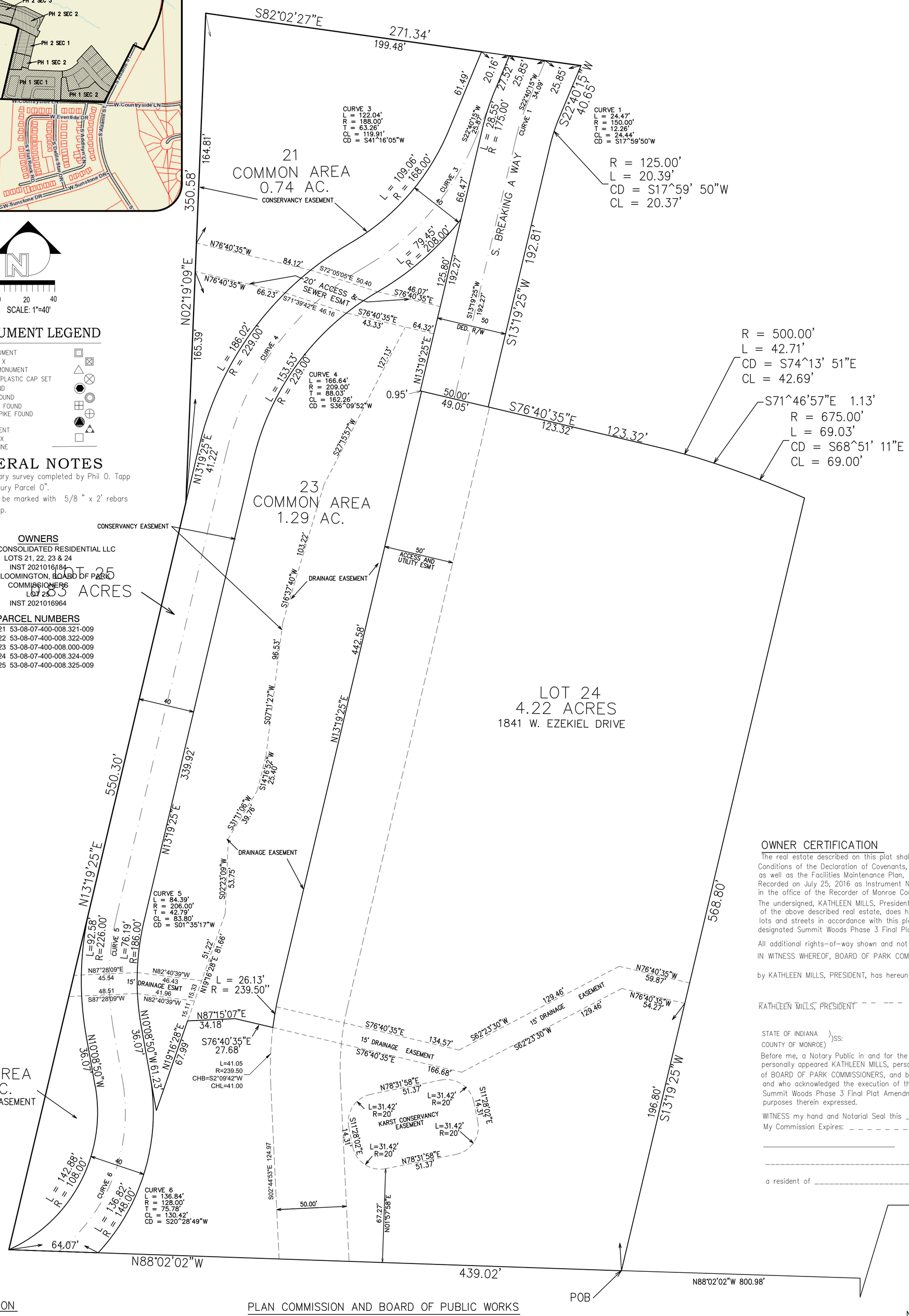
1. Original boundary survey completed by Phil O. Tapp entitled "Sudbury Parcel O".
2. All corners to be marked with 5/8 " x 2' rebars with yellow cap.

OWNERS

REGENCY CONSOLIDATED RESIDENTIAL LLC
LOTS 21, 22, 23 & 24
INST 2021016184
CITY OF BLOOMINGTON, BOARD OF PARK COMMISSIONERS
LOT 25
INST 2021016964

PARCEL NUMBERS

LOT 21 53-08-07-400-008.321-009
LOT 22 53-08-07-400-008.322-009
LOT 23 53-08-07-400-008.000-009
LOT 24 53-08-07-400-008.324-009
LOT 25 53-08-07-400-008.325-009



EASEMENT LEGEND

DE= Drainage Easement
(A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.
(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.
(C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the draiange features within such easement.
(D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easment.
(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

Karst Conservancy Easement
(A) Prohibits any land-distubing activities, including the placement of a fence, within the easement area. Mowing is allowed within the easment area.
(B) Allows the removal of dead or diseased trees that pose a risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.
(C) Grants the City the right to enter the property to inspect the easement and alter or repair the karst feature.
(D) All Karst Conservancy Easements shall be identified with signs located along the boundary of the easement. Signs shall be placed at intervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minimum of one (1) sign is required, regardless of easement size.
(E) Any use of pesticides, herbicides, or fertilizers is prohibited within the easement area.
(F) Allows, in cases where removal of exotic invasive species is proposed , the restoration of distubed areas with natrive plant material. Written approval from the Planning Department is required prior to any proposed restoration.

Conservancy Easement
(A) Prohibits any land-disturbing activities including the placement of a fence, or alteration of any vegetative cover, including mowing, within the easement.
B) Allows the removal of dead or diseased trees that pose a safety risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.
(C) All Conservancy Easements shall be identified with signs located along the boundary of theeasement. Signs shall be placed at inervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minium of one (1) sign is required, regardless of easement size.
(D) Allows, in cases where removal of exotic invasive species is proposed , the restoration of distubed areas with natrive plant material. Written approval from the Planning Department is required prior to any proposed restoration.

Sanitary Sewer Easement
(A) Shall allow the City Utilities Department exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.
(b) Encroachment by other utilities is prohibited, unless such encroachment is approved by the city utilities department in conjunction with the primary plat. upon written permission from the City Utilities Department, encroachments may be permitted after the recording of the secondary plat.
(c) Trees and structures including, but not limited to, buildings, fences, retaining walls, and light fixtures, shall not be located within sanitary sewer easements.
(d) Grading activity shall be prohibited within sanitary sewer easements without written permission from the City Utilities Department

Utility Easement
(A) shall allow both private and public utility providers access associated with the installation, maintenance, repair, or removal of utility facilities.
(B) Prohibits the placement of any unauthorized obstruction within the easement area unless authorized by the City Utilities Department and the easement holder(s).

OWNER CERTIFICATION

The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, Conditions and Restrictions. as well as the Facilities Maintenance Plan, which forms a part of that document. Recorded on July 25, 2016 as Instrument Number 2016010124 COV RES in the office of the Recorder of Monroe County, Indiana.

The undersigned, KATHLEEN MILLS, President of BOARD OF PARK COMMISSIONERS, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This within plat shall be known as designated Summit Woods Phase 3 Final Plat Amendment 1.

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

IN WITNESS WHEREOF, BOARD OF PARK COMMISSIONERS

by KATHLEEN MILLS, PRESIDENT, has hereunto executed this _____th day of _____, 2023.

KATHLEEN MILLS, PRESIDENT

STATE OF INDIANA)
COUNTY OF MONROE))SS:

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared KATHLEEN MILLS, personally known to me to be the PRESIDENT of BOARD OF PARK COMMISSIONERS, and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Summit Woods Phase 3 Final Plat Amendment 1 as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this ____th day of _____, 2023.
My Commission Expires: _ _ _ _ _ _ _ _ .

_____, NOTARY PUBLIC

a resident of _____County

LEGAL DESCRIPTION

LOTS 21, 22, 23, 24 AND 25 IN SUMMIT WOODS PHASE 3 FINAL PLAT, AS SHOWN BY THE RECORDED THEREOF IN INSTRUMENT 2019015799, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

(METES AND BOUNDS DESCRIPTION)
A part of the Southeast quarter of Section 7, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows: Commencing at the Southeast corner of said Section 7; thence South 87 degrees 11 minutes 18 seconds East, a distance of 10.78 feet to the West right of way line of Adams Street; thence the next 4 courses along said West line:

1.North 01 degrees 50 minutes 51 seconds East, a distance of 86.94 feet to a tangent curve to the left having a radius of 617.00 feet and a chord bearing and distance of North 15 degrees 10 minutes 38 seconds West , 361.29 feet;

2. Northerly along said curve through a central angle of 34 degrees 02 minutes 57 seconds for a length of 366.67 feet;

3.North 32 degrees 12 minutes 06 seconds West, a distance of 684.50 feet to a tangent curve to the right having a radius of 675.00 feet and a chord bearing and distance of North 03 degrees 44 minutes 02 seconds West, 643.50 feet;

4. Northerly along said curve through a central angle of 56 degrees 56 minutes 08 seconds for a length of 670.76 feet;

thence leaving said right of way North 88 degrees 02 minutes 02 seconds West, a distance of 800.98 feet to the true Point of Beginning; thence North 88 degrees 02 minutes 02 seconds West 439.02 feet to the Southwest corner of Summit Woods Phase 1 Section 1 as shown on the Final Plat thereof, recorded in Plat Cabinet D Envelope 154 in the Office of the Recorder, Monroe County, Indiana; thence along the West line of said Final Plat North 13 degrees 19 minutes 25 seconds East 550.30 feet; thence continuing along the West line of said Final Plat North 02 degrees 19 minutes 09 seconds East 350.58 feet to the Northwest corner of said Final Plat; thence, South 82 degrees 02 minutes 27 seconds East along the North line of said Final Plat 271.34 feet; thence leaving said North line South 22 degrees 40 minutes 15 seconds West 40.65 feet to a tangent curve, concave to the Southeast, having a chord bearing of South 17 degrees 59 minutes 50 seconds West, a chord length of 20.37 feet and a radius of 125.00 feet; thence along said curve an arc length of 20.39 feet; thence South 13 degrees 19 minutes 25 seconds East 192.81 feet; thence South 76 degrees 40 minutes 35 seconds East 123.32 feet to a tangent curve concave to the Southwest, having a chord bearing of South 74 degrees 13 minutes 51 seconds East, a chord length of 42.69 feet and a radius of 500.00 feet; thence along said curve an arc length of 42.71 feet; thence South 71 degrees, 46 minutes 57 seconds East 1.13 feet to a tangent curve concave to the Southwest, having a chord bearing of South 68 degrees 51 minutes 11 seconds East, a chord length of 69.00 feet and a radius of 675.00 feet, thence along said curve and arc length of 69.03 feet to the Northwest corner of Summit Woods Phase 2 Section 1 as shown on the Final Plat thereof, recorded in Plat Cabinet D Envelope 166 in the Office of the Recorder, Monroe County, Indiana; thence South 13 degrees 19 minutes 25 seconds West 568.80 feet to the Point of Beginning, containing 7.51 acres, more or less

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

_____

_____
Adam Wason, Director

Approved by the City Plat Committee at a meeting held:

_____

_____
Scott Robinson, Director of Planning and Transportation

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED JANUARY 12, 2023

_____
TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 21200021
STATE OF INDIANA

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (TODD BORGMAN)

SUBDIVISION PURPOSE

THE SOLE PURPOSE OF THE PLAT IS TO RENAME W EZEKIEL DRIVE TO S BREAKING AWAY. ALL INFORMATION ON SUMMIT WOODS PHASE 3 SHALL BE HELD IF A DISCREPANCY IS FOUND WITH THIS PLAT.

OWNER CERTIFICATION

The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, Conditions and Restrictions. as well as the Facilities Maintenance Plan, which forms a part of that document. Recorded on July 25, 2016 as Instrument Number 2016010124 COV RES in the office of the Recorder of Monroe County, Indiana.

The undersigned, Shane Allen, Senior Vice President of Regency Consolidated Residential LLC, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This within plat shall be known as designated Summit Woods Phase 3 Final Plat Amendment 1.

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

IN WITNESS WHEREOF, REGENCY CONSOLIDATED RESIDENTIAL LLC

by SHANE ALLEN, SENIOR VICE PRESIDENT, has hereunto executed this _____th day of _____, 2023.

SHANE ALLEN, SENIOR VICE PRESIDENT

STATE OF INDIANA)
COUNTY OF MONROE))SS:

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared SHANE ALLEN, personally known to me to be the SENIOR VICE PRESIDENT of REGENCY CONSOLIDATED RESIDENTIAL LLC, and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Summit Woods Phase 3 Final Plat Amendment 1 as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this ____th day of _____, 2023.
My Commission Expires: _ _ _ _ _ _ _ _ .

_____, NOTARY PUBLIC

a resident of _____County

SUMMIT WOODS PHASE 3 - FINAL PLAT AMENDMENT 1

SMITH DESIGN GROUP, INC., 1467 W ARLINGTON ROAD, BLOOMINGTON, INDIANA 47404
T: 812.336.6536 W: www.smithdginc.com Job: 5121 Page 1/1

PLAT DATED: FEBRUARY 24, 2023

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