

AGREEMENT TO PURCHASE

Date: February 16, 2021

I/We the undersigned Buyer(s) ("Buyer") offer to purchase Tract(s) _____, being approx. _____ (±) ac. of land in Wayne County, IN, as identified by reference to the same tract number(s) in the attached Exhibit A (the "Property"), and being one or more of the tracts put up for bids at the public auction conducted on this date by Schrader Real Estate and Auction Company, Inc. ("Auction Company") on behalf of Sandy M. Richards, Mary Ellen Richards and Delores J. Richards (collectively, "Seller"). This offer incorporates the provisions set forth herein, the Revised Auction Tract Map attached as Exhibit A, the auction announcements attached as Addendum A and (if the Property includes Tract 1 and/or Tract 2) the attached Addendum B (collectively, this "Agreement").

- 1. PURCHASE PRICE. The purchase price is \$ _____, to be paid via wired funds at closing (plus expenses charged to Buyer, less applied Earnest Money and any other credits due Buyer, as provided in this Agreement). The purchase price shall be adjusted at closing if and only if an adjustment is applicable in accordance with the terms of Addendum A.
2. EARNEST MONEY. Concurrently with this offer, Buyer shall deliver to Auction Company the sum of \$ _____ (the "Earnest Money"), to be held in escrow, delivered to the closing agent at or prior to closing, and applied to the purchase price at closing.
3. TAXES AND ASSESSMENTS. General real estate taxes and special assessments that are or will be assessed against any of the existing tax parcels now owned by Seller in the E/2 Sec. 5-T15N-R13E (collectively, "Taxes") shall be allocated and paid as follows:
2020 Taxes: The 2020 Taxes due in 2021 ("2020 Taxes"), and any unpaid prior Taxes and/or penalties, shall be withheld from Seller's proceeds at closing and paid directly to the county treasurer; provided, however, if not ascertainable at the time of closing, the 2020 Taxes shall be estimated based on the amount last billed for a calendar year and paid out of Seller's proceeds to the county treasurer as an estimated prepayment of the 2020 Taxes. Seller shall pay any remaining balance due for the 2020 Taxes when billed after closing.
2021 Taxes: Taxes assessed for the calendar year 2021, including real estate taxes due in 2022 and any special assessments attributed to 2021 regardless of when due ("2021 Taxes"), will not be prorated to the date of closing but shall be allocated between or among all parcels affected by the 2021 Taxes based on a tax parcel split calculation provided by the appropriate property tax official (or, if an official split calculation is not available, based on an estimated split calculation using available assessment data). When the 2021 Taxes are billed after closing: (a) Buyer and Seller shall fully cooperate with each other (and with any other owner(s) of real estate affected by the 2021 Taxes) with respect to obtaining and/or estimating the split calculation in order to facilitate timely payment of the total amount billed; (b) Buyer shall pay the portion attributed to the Property; and (c) Seller shall pay the portion attributed to the land and improvements retained by Seller.
4. SURVEY. A new post-auction survey shall be obtained if and only if obtained in accordance with the provisions of Addendum A.
5. DEED; TITLE INSURANCE. The Property shall be conveyed by Warranty Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense. Seller shall furnish a commitment, updated to a date after the Auction and prior to closing, for the issuance of a standard owner's title insurance policy in the amount of the purchase price insuring marketable title to the Property in Buyer's name, subject to standard exceptions, conditions and requirements and subject to the Permitted Exceptions (the "Final Title Commitment"). At closing, Seller shall pay for the cost of issuing a standard owner's title insurance policy in accordance with the Final Title Commitment.
6. PERMITTED EXCEPTIONS. Buyer agrees to accept title, title insurance and any survey subject to and notwithstanding any of the following matters (collectively, the "Permitted Exceptions"): (a) existing roads, utilities and drains; (b) any visible or apparent use; (c) any variation between a deeded boundary line and a fence line, field line, ditch line or other visible or apparent occupancy or occupancy line; (d) any easement, condition, restriction or other matter of record (except liens); (e) any outstanding right or severance as to minerals; (f) any recorded oil and gas lease, active or not; (g) a lien for property taxes or assessments not yet payable; (h) any matter disclosed in this Agreement; and/or (i) any matter (except liens) referenced or shown in the preliminary title insurance schedules &/or pre-auction survey drawings described in Addendum A.
7. CLOSING. Closing shall be held on or before March 18, 2021 (or as soon as possible after said date upon completion of the survey, if applicable, the Final Title Commitment and Seller's closing documents). The closing shall be held at the office of Abstracts of Richmond, 25 N. 8th St., Richmond, IN (Tel: 765-935-7020), or otherwise as mutually agreed. If Seller is unable to convey the Property in conformance with the requirements of this Agreement, either party may terminate this Agreement by written notice to the other and, in the event of such termination by either party, Buyer shall receive the Earnest Money as Buyer's sole and exclusive remedy; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure the nonconformity and Seller shall have the right to extend the closing date for up to 60 days after receiving such notice in order to cure such nonconformity.
8. RISK OF LOSS. The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance may be canceled as of the closing date.
9. POSSESSION. Possession shall be delivered in accordance with Addendum A.
10. THE PROPERTY IS SOLD "AS IS, WHERE IS", WITHOUT ANY WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE PROPERTY. IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES.
11. REMEDIES. If the Earnest Money is not effectively paid in accordance with this Agreement or if this sale fails to close due to Buyer's default (each a "Buyer Default"), Seller shall have the right to recover 10% of the purchase price as liquidated damages and the right to give notice terminating Buyer's right to acquire the Property (without prejudice to the right to recover liquidated damages). Upon such termination, Seller shall have the absolute and unconditional right to re-sell the Property free and clear of any right or claim of Buyer. Buyer agrees that 10% of the purchase price is fairly proportionate to the amount of Seller's damages due to a Buyer Default, which damages would otherwise be uncertain and difficult to ascertain. If such liquidated damages are adjudicated as unenforceable, Seller may recover actual damages plus attorney fees and expenses. If this sale fails to close due to Seller's default: (a) Buyer shall have the right to demand and receive a refund of the Earnest Money and, upon such demand and receipt, this Agreement shall be terminated in all respects; or (b) at any time prior to such termination, Buyer may elect instead to seek specific performance. If this sale fails to close, the Earnest Money shall be retained in escrow pending disbursement instructions: (i) signed by both parties (or by one party authorizing disbursement to the other); or (ii) in a final court order. In the event of a Buyer Default, Buyer agrees to sign and deliver a release of the Earnest Money for payment of the liquidated damages due Seller and, if Buyer fails to do so, Seller shall have the right to recover (in addition to any other recovery) attorney's fees and other expenses thereafter incurred by Seller in seeking to enforce any right or remedy. In a lawsuit to enforce a right or remedy under this Agreement, the prevailing party shall recover attorneys' fees and expenses and ANY RIGHT TO A TRIAL BY JURY IS WAIVED.
12. AGENCY. Auction Company and its affiliated agents represent only Seller, not Buyer. This Agreement is between Buyer and Seller. Auction Company and its agents and representatives shall not be liable for any defect or deficiency in any land, improvements, fixtures or equipment.
13. 1031 EXCHANGE. Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of the Property as part of an exchange under 26 U.S.C. § 1031 ("Exchange"). This Agreement may be assigned for purposes of an Exchange, but the assignor shall not be released from any obligation. A party is not required to assume or incur any additional obligation in connection with another party's Exchange.
14. GENERAL PROVISIONS. This Agreement (including but not limited to Section 3, above) shall bind and benefit the parties and their respective heirs, personal representatives and successors in interest. This Agreement constitutes the entire agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise and neither shall be bound by any purported oral modification or waiver. Time is of the essence. All terms of this Agreement shall be read and construed together as a harmonious whole and, unless otherwise provided or required by the express terms of this Agreement, shall survive closing. This Agreement may be executed in multiple counterparts, all of which together shall constitute the same instrument. The electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.
15. ACCEPTANCE DEADLINE. This offer shall be deemed automatically withdrawn and the Earnest Money shall be returned to Buyer if this offer is not accepted by Seller in writing on or before 11:59 pm on February 16, 2021.

Printed Name(s) of Buyer(s): _____

Signature(s) of Buyer(s): _____

Address: _____ Phone: _____

Deed to: _____ Lender/Contact: _____

EARNEST MONEY in the amt. of \$ _____ received by: _____ on _____, 2021

ACCEPTED BY SELLER on this 16th day of February, 2021: _____ Signing for himself and as attorney-in-fact for Delores J. Richards:

Sign: _____ (Mary Ellen Richards) Sign: _____ (Sandy M. Richards)

EXHIBIT A

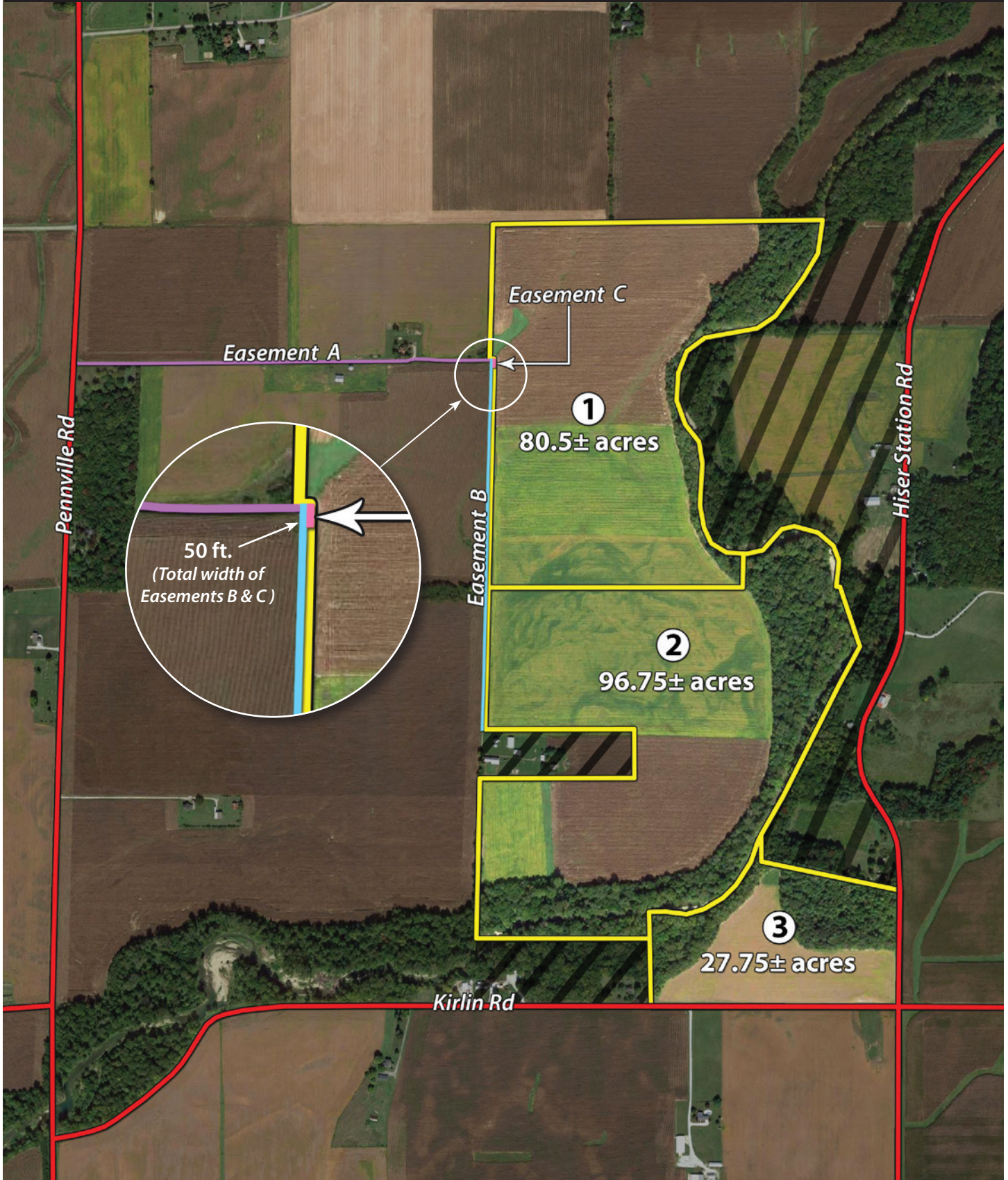
Revised Auction Tract Map

Buyer(s): _____

Seller(s): _____

Auction Date: February 16, 2021

Pt. E2 Sec. 5-T15N-R13E (Washington Twp.) in Wayne County, Indiana



Boundary lines, easements and acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries, easement boundaries and acreages.

I/We have read this Addendum and agree to these auction conditions.

Buyer(s): _____

Sellers: _____

ADDENDUM A

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide

Date: February 16, 2021

Owners: Sandy M. Richards, Mary Ellen Richards and Delores J. Richards

Sale Managers: Andy Walther and Steve Slonaker

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. A revised auction tract map is included in your Bidder's Packet as **Exhibit A**. As an update to the marketing materials, the approximate depiction of the auction tract boundaries and the pre-auction acre estimates have been adjusted based on the pre-auction survey work, as shown in Exhibit A.
3. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
4. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
5. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
6. Each of the Sellers is present (in person or by proxy) and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Sellers' acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

7. 10% of the purchase price is due as a cash down payment at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. The balance of the purchase price is due in cash at closing.
8. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before March 18, 2021.

9. The closing agent's fee to administer the closing will be shared equally (50:50) between Buyer and Sellers. Buyer will pay all costs of any loan obtained by Buyer.
10. Seller will pay all real estate taxes for 2020 (due in 2021). As an update to the marketing materials, the 2020 taxes (due in 2021), or an estimate thereof, will be paid directly to the county at the time of closing. Buyer will pay the taxes for the entire calendar year 2021 (due in 2022) to the extent attributed to the purchased tract(s).
11. At closing, Sellers will furnish the deed and owner's title insurance at Sellers' expense in accordance with the terms of Section 5 of the Agreement to Purchase.
12. Buyer agrees to accept the title and acquire the purchased tract(s) subject to all "Permitted Exceptions" as defined in Section 6 of the Agreement to Purchase.
13. Preliminary title insurance schedules dated January 6, 2021 have been prepared by Abstracts of Richmond and are available to review in the auction display area.
14. Buyer shall have possession (including farming rights for 2021) effective immediately upon completion of the closing.
15. A preliminary Plat of Survey prepared by River Valley Surveying is posted in the auction display area showing 8.27 acres of land (with buildings) to be retained by the Sellers (hereinafter called the "**Excluded Parcel**").
16. Also posted is a Plat of Survey prepared by River Valley Surveying dated February 9, 2021 which shows the perimeter boundaries of 213.319 total acres comprising all of Sellers' land, including the auction property and the Excluded Parcel.
17. A final post-auction survey shall be obtained for each closing (*provided, however*, if the entire auction property is sold together as a single unit, it may be conveyed based on the pre-auction survey with an exception for the Excluded Parcel). Any post-auction survey(s) shall be ordered by the Auction Company and shall be sufficient for recording the conveyance, but the type of survey shall otherwise be determined solely by the Sellers. Any survey of adjacent tracts purchased in combination will be for the perimeter only.
18. Sellers will pay all survey costs attributed to the Excluded Parcel. The cost of all other pre-auction and post-auction survey work shall be shared equally (50:50) by Sellers and Buyer at each closing. If there is more than one closing, such costs shall be equitably allocated between the respective closings for purposes of the foregoing provision.
19. As shown in Exhibit A, the acre estimates have been revised for purposes of the auction as follows:

ACRE ESTIMATES (±)	Tract 1:	Tract 2:	Tract 3:	Total:
Advertised / Brochure (±)	80	96	24	200
Revised / Exhibit A (±)	80.5	96.75	27.75	205

20. The acres shown in Exhibit A are approximate and have been estimated based on the total acres indicated by the pre-auction survey work and an approximate, provisional allocation of the total between the potential new tracts. No warranty or authoritative representation is made as to the number of gross acres or tillable acres included with any tract or set of tracts.
21. If the auction property is sold in multiple tracts, the purchase price at each closing shall be adjusted proportionately to reflect any difference between the acre estimates shown in Exhibit A and the gross acres shown in the post-auction survey.
22. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
23. If a dispute arises prior to closing as to the location of any boundary, the Auction Company may (but need not) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Sellers' consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Sellers may elect instead to enforce the purchase contract according to its terms.
24. Each Bidder's Packet includes **Addendum B** with Exhibits B-1 and B-2. Addendum B applies to any purchase that includes Tract 1 and/or Tract 2.
25. Tracts 1 and 2 have no direct, abutting access to a public road. However, certain easements are described below and are further described and defined by reference to Exhibit A and Addendum B. For purposes of this Addendum, Exhibit A and Addendum B, these easements are identified as "Easement A", "Easement B" and "Easement C".
26. **Easement A:** There is an existing easement ("Easement A") running east and west between Sellers' land and Pennville Road, as approximately depicted in Exhibit A.
 - a. Easement A was established by prescriptive use "for purposes of a farm lane and for ingress and egress" according to a Partial Decree issued by the Wayne County Circuit Court on May 12, 1976, a copy of which is attached to Addendum B as **Exhibit B-1**. As established by the court, Easement A consists of "a ten foot wide roadway which may be employed for equipment of a maximum width of fourteen feet" within a non-obstructed corridor having a total width of sixteen feet.
 - b. The route of Easement A has been used for many years by the Richards family as a farm lane and as a driveway for access to the home and buildings.
 - c. In 2016, the adjoining land between Sellers' land and Pennville Road was split and conveyed in multiple tracts. A 40-foot wide easement was created in connection with those conveyances, but the Sellers were not parties to those transactions.
 - d. The conveyance(s) of Tracts 1 and 2 will include all existing rights with respect to Easement A that may be appurtenant to such conveyance(s). However, Sellers shall have no obligation to convey any particular rights beyond those described in Exhibit B-1.

27. **Easement B:** A new ingress-egress easement (“Easement B”) will be created within a 25-foot wide corridor comprising part of the Excluded Parcel. This easement will start at the east end of Easement A and extend south along and adjacent to parts of Tracts 1 and Tract 2, as approximately depicted in Exhibit A. The use and maintenance of the lane within the Easement B corridor will be shared by the owners of Tract 1, Tract 2 and the Excluded Parcel.
28. **Easement C:** A new ingress-egress easement (“Easement C”) will be created within a 25’ x 60’ area comprising part of Tract 1, being adjacent to the north 60 feet of the east line of Easement B, thus creating a total width of 50 feet at the turn. Easement C will serve Tract 2 (if sold apart from Tract 1) and the Excluded Parcel.
29. **Easements B and C:** Easements B and C will be created pursuant to an instrument prepared by an attorney on behalf of Sellers that is substantially consistent in form and substance with the “Joint Ingress-Egress Easement Grant and Maintenance Agreement” which is attached to Addendum B as **Exhibit B-2**. Sellers and the Buyer(s) of Tracts 1 and 2 agree to execute such instrument and to fully cooperate with respect to the creation of Easements B and C in connection with the conveyance(s) of Tracts 1 and 2.
30. The Auction Company is informed that the construction of a residence on Tract 1 or Tract 2 would require a variance or other special approval of the local planning authorities.
31. If Tracts 2 and 3 are not sold together, the common boundary between those tracts (along the river) shall be established along the approximate **north bank** of the river, as determined by the surveyor.
32. Information booklets have been posted to the auction website and printed copies are available to review in the auction display area. The information booklets include information obtained or derived from third-party sources, including soil, topography, wetlands and flood zone maps, FSA information, preliminary title insurance schedules, the 1976 court decree regarding “Easement A”, the pre-auction survey of 213.319 total acres and the preliminary survey of the Excluded Parcel. Such information has been provided subject to (and not as a substitute for) a prospective buyer’s independent investigation and verification. Although believed to be from reliable sources, Sellers and Auction Company disclaim any warranty or liability for the information provided.
33. Your bids are to be based solely upon your inspection. All property is sold “AS IS” without any warranty. Without limiting the foregoing provisions, Sellers and Auction Company and their respective agents and representatives make no warranty or authoritative representation as to: (a) zoning matters; (b) whether or not the property qualifies for any particular use; (c) the availability or location of utilities; (d) the availability of any building permit, driveway permit, septic permit or any other permit; or (e) the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.
34. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder’s Packet, consisting of the Agreement to Purchase, Exhibit A and this Addendum A (and Addendum B if the purchase includes Tract 1 and/or Tract 2). The terms of these documents are non-negotiable.

35. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction. Deeds shall be recorded in the order designated by the Sellers.
36. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Sellers.

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

Acknowledged and agreed:

Buyer(s): _____

Sellers: _____

ADDENDUM B

Auction Date: February 16, 2021

Auction Company: Schrader Real Estate and Auction Company, Inc.

Owners: Sandy M. Richards, Mary Ellen Richards and Delores J. Richards

1. This Addendum B applies to any purchase that includes Tract 1 and/or Tract 2.
2. For purposes of this Addendum, the terms "Easement A", "Easement B" and "Easement C" refer to the easements identified as Easement A, Easement B and Easement C, respectively, in Exhibit A and Addendum A.
3. **Easement A:** With respect to Easement A, a copy of the Partial Decree issued by the Wayne County Circuit Court on May 12, 1976 is attached to this Addendum as **Exhibit B-1**.
4. **Easements B & C:** A form of "Joint Ingress-Egress Easement Grant and Maintenance Agreement" is attached to this Addendum as **Exhibit B-2**. Easement B and Easement C will be created pursuant to an instrument that is substantially consistent in form and substance with Exhibit B-2. Sellers and the Buyer(s) of Tracts 1 and 2 agree to execute such instrument and to fully cooperate with respect to the creation of Easements B and C in connection with the conveyance(s) of Tracts 1 and 2.

[Refer to Exhibits B-1 & B-2 in the pages that follow.]

ET

STATE OF INDIANA)
) SS:
COUNTY OF WAYNE)

IN THE WAYNE CIRCUIT COURT
1976 TERM

X

BYRON L. SOWERS, et al)
)
 vs.)
)
C. EVERETT CLEVINGER et al)

CAUSE NO. C-75-7309-C
PARTIAL DECREE

Comes now the Court and having had the within cause under advise-
ment since the trial thereof and the parties having requested that
decision be deferred pending efforts of the parties to resolve the
controversy in this cause by agreement, and the parties now having
informed the Court that agreement cannot be reached and that the Court
ought to enter its decision and judgment herein, now finds as follows:

The Court finds that judgment should be entered herein with regard
to the issues pertaining to the easement in question and the utiliza-
tion of said easement and judgment deferred regarding issues of damages.

The Court having examined and considered the evidence introduced at
the trial and having been duly advised in the premises now finds for
the plaintiffs and against the defendants as to the nature of the ease-
ment in question, which said easement the Court now finds was acquired
by prescriptive use for purposes of a farm lane and for ingress and
egress by defendant Clevenger and predecessors in title over plaintiffs'
real estate to defendant's property which the said defendant utilizes
for farming purposes; the Court further finds that said easement is no
more extensive than that actually used for the requisite prescriptive
period and that said easement is not more extensive as a result of a
change in the manufacture of farm equipment wherein larger equipment
is more generally and practically utilized; that the said farm lane was
and is approximately ten feet in width and was utilized by farm equip-
ment of the maximum width of fourteen feet over the prescriptive period;
that for reasonable use and enjoyment of said easement consisting of a
ten foot roadway which may be employed for equipment of a maximum width
of fourteen feet, there should be no obstruction or limiting construc-

tion closer than a maximum width of sixteen feet; that, however, the wheels of any such vehicle which is operated on said farm lane should not extend beyond the ten foot width of said roadway, and that any overhang or extension of any part of any such vehicle should not extend beyond fourteen feet, and said additional two feet is solely for the purpose of permitting reasonable operation of a vehicle along said farm lane without risk or fear of coming in contact with or striking any obstruction or construction; that farm gates meeting the above limitations may be placed at locations along said lane where there exists a reasonable need therefor; the Court finds further than said ten foot, fourteen foot and sixteen foot widths above described should extend five feet, seven feet and eight feet respectively on either side of the following described center line of said farm lane, to-wit:

Being a part of the Northwest Quarter of Section 5, Township 15 North, Range 13 East in Washington Township, Wayne County, Indiana, and being the centerline of the existing driveway running through the Byron Sowers tract, and also, being used by the adjoiner to the east thereof, the centerline of said drive being more particularly described as follows:

Beginning at a point in the west line of the Northwest Quarter of said Section 5, said point being 864.08 feet south (assuming that said west line runs north and south) of a copperweld monument at the northwest corner of said Northwest Quarter, and running thence, from said beginning point, north 86 degrees and 47 minutes east, along the centerline of said drive, 2064.35 feet; thence north 78 degrees and 22 minutes east, along the said centerline, 111.46 feet; thence south 88 degrees and 02 minutes east, along said centerline, 113.81 feet; thence north 88 degrees and 24 minutes east 399.85 feet to a point on the east line of the Northwest Quarter of said Section 5, and the end of this centerline description;

the Court finds further that defendants should be enjoined from regularly and unreasonably or unnecessarily parking their vehicles off of said above described ten foot roadway, or regularly and unreasonably or unnecessarily blocking any portion of said roadway, or operating vehicles wider than fourteen feet along said farm lane; the Court finds further that plaintiffs should be enjoined from interfering with defendant's use of said farm lane consistent with the findings herein; the Court also finds that the rights of the parties should be declared consistent with the within findings.

It Is Therefore Hereby Ordered, Adjudged, Decreed and Declared by the Court that defendant C. Everett Clevenger and his successors and assigns have acquired an easement for use as a farm lane over real estate of the plaintiffs, their successors and assigns, to-wit:

"The northwest fractional quarter of Section Five (5), Township Fifteen (15), Range Thirteen (13) East, described as follows, to-wit: Beginning at the northeast corner of said quarter at a stone; thence west 160 rods to the northwest corner stone; thence south on the section line 137 rods and 14 links to the southwest corner stone; thence east 160 rods to the southeast corner of said quarter section; thence north 139 rods 9 links to the corner stone at the place of beginning, containing 138.50 acres",

to and from the defendant's real estate in Wayne County, Indiana, to-wit:

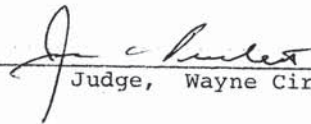
"A part of the east half of Section 5, Township 15, Range 13 bounded as follows, to-wit: Beginning at the northwest corner of the northeast quarter of said section, running thence east 133 rods to the center of the creek at Marlatt's corner; thence southwesterly down the center of said creek to the corner of lands known as Schoop's land to the northwest corner thereof; thence south 23 degrees west 32 rods; thence south 23 degrees east 12 rods; thence south 60 degrees east 18 rods; thence south 16 degrees east 24 rods; thence south 32 degrees west 19 perches thence south 45 degrees east 17 rods to Schoop's southwest corner; thence east 6.32 rods to a corner of the Wissler land; thence in a southerly direction along the east bank of the creek 94 rods 6 links more or less to the corner between Wissler's and Dr. Swallow's land; thence south 28-1/2 degrees west 16.84 rods to said Swallow's southwest corner; thence south 83 degrees east 54.72 rods to the section line at Swallow's southeast corner; thence south 55.04 rods to the southeast corner of the section; thence west 95 rods to what is known as the Kerlin corner; thence north along the land or line of the Kerlin land 26 rods; thence west 66.48 rods to the northwest corner of the Kerlin land; thence north 273.86 rods to the place of beginning, containing 211 acres 90 rods more or less"

and specifically the location of said easement and the terms and extent thereof in all particulars is as heretofore indicated in the findings of the Court; that the above described real estate is subject to said easement as hereinabove described.

It Is Further Ordered, Adjudged and Decreed by the Court that defendants be and they are hereby restrained and enjoined from regularly and unreasonably or unnecessarily parking off of the above described ten foot roadway or otherwise regularly, unreasonably and/or unnecessarily blocking the same, or utilizing said lane except consistent with

the easement and extent thereof as above determined, and plaintiffs are restrained and enjoined from interfering with use of said easement being utilized in accordance with the terms of said easement by defendant Clevenger or anyone using said easement in accordance with the terms of said easement and with the permission of said defendant Clevenger.


It Is Further Ordered that remaining issues in this cause be determined by subsequent judgment of this Court.



Judge, Wayne Circuit Court

Dated: May 12 1976 ✓

The document to which this certificate is attached is a true and complete copy of the original on file and of record in my office.

C-75-7309-C


Debra Berry
Wayne Circuit and Wayne Superior Courts,
for the County of Wayne, State of Indiana

cc: Raymond Knoll
Robert Delaney

JOINT INGRESS-EGRESS EASEMENT GRANT
AND MAINTENANCE AGREEMENT

THIS INDENTURE WITNESSETH that Sandy M. Richards & Mary Ellen Richards & Delores Richards (“First Parties”), and _____ (“Subsequent Parties”), for the purposes set forth below, agree as follows:

1. Identification of Parties First Parties and Subsequent Parties are each the owners of tracts of real estate that adjoin each other in Wayne County, Indiana. Two parcels are utilized for agricultural purposes and one is for residential purposes.

2. Purpose of Agreement For several decades, the First Parties, as owners of all of the undivided land, which now divided into tracts (and including the predecessors in title to First Parties), have openly, notoriously and without interruption, treated a lane to the house and outbuildings owned by First Parties as a driveway and farm lane, and First Parties have had open, free meaningful access to the driveway and farm lane. Because First Parties are conveying certain tracts to Subsequent Parties, and maintaining ownership of the **attached** certain 8.27 acre tract with a house and outbuildings (*the “Farm House”*), it is appropriate to reduce the continued future access and maintenance over the driveway and farm lane to a written agreement.

3. Grant of Easement The parties hereto hereby grant, transfer, establish and declare a non-exclusive, perpetual easement for ingress and egress, over and across, and for the benefit of the parties hereto and their successors in interest, said easement being more particularly described in the exhibit **attached** hereto as the “Easement”, made a part hereof (hereafter called “*the north/south farm lane*” or “*easement*”). The easement is granted also to the parties’ invitees and licensees, and to the public for purposes of emergency and other public vehicles, and for whatever public utility services are necessary, but this language shall not be construed as a dedication to the public.

4. Tract ownership First Parties own the Farm House and the described real estate known as the north/south farm lane; and Subsequent Parties own the real estate described as *Tract 1* and *Tract 2* in the **attached** exhibit, incorporated herein. The First Parties herein specifically reserve unto themselves, their respective heirs,

executors, administrators, personal representatives, successors and assigns, the easement and the easement rights set forth herein in the described easement, for the benefit of Farm House and all the other real estate more particularly described in the attached, and for any further divisions thereof, including the right to use said easement and to subsequently convey said easement and easement rights. All the parties hereto shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other parties. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, farmers, delivery persons, and others bound to or returning from any of the real estate and having a need to use the north/south farm lane for residential or ordinary agricultural purposes.

5. Subjugation of Tract First Parties and Subsequent Parties agree that the north/south farm lane shall be the servient tract, and is owned by the First Parties. The easement described in the attached exhibit shall run with the land and title, and shall be appurtenant thereto. Tract 1 and 2 are the dominant tracts.

6. Open Access Each party agrees to commit no act or omission that may impede the free access and ingress and egress of any other party across the north/south farm lane.

7. Maintenance The parties shall share equally in the cost of maintaining and/or improving the north/south farm lane. Such share of the cost shall be based upon the total number of Subsequent Parties, each such parcel being one unit or share, and subject to the terms, conditions and definitions set forth herein. Prior to any costs being incurred for maintenance of said easement, a simple majority of all of the tracts of real estate using the easement shall agree to such maintenance being performed and the cost of such maintenance. "Maintenance" shall include, but not be limited to snow removal, grading, re-graveling, and repair as necessary. "Simple majority" shall be determined by the total number of tracts using the north/south farm lane, each such tract having One (1) vote. Multiple tracts with single ownership shall have one (1) vote for each tract, provided, however, that each such vote shall constitute a separate share or unit for purposes of the cost of maintenance.

8. Liens Any costs incurred for maintenance shall be a burden upon the land with a lien therefore against any tract for which such costs have to be paid by the owner or owners of any such tract. Any such lien shall attach upon the filing and recording of an affidavit by the owners of any two or more of the remaining tracts which are subject to and liable for such cost. Such affidavit shall set forth the

description of the easement against which the lien is claimed, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of such expenditures. A copy of such affidavit shall be sent to the owner or owners of such easement against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner or owners.

9. Extraordinary Use The owner or owners of each tract shall be separately responsible to repair, and for the costs thereof, of any damage caused to the north/south farm lane as a result of extraordinary use. "Extraordinary use" shall include, but not be limited to, usage not ordinarily consistent with normal residential or agricultural traffic. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein and shall fail to make the necessary repairs, the remaining tract owners may do so after 10 days' notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth herein.

10. Continuity of Agreement; Effective Date This agreement and covenant runs with the land and is binding on all future owners, heirs, assigns, and successors in title. This AGREEMENT shall take effect on the date it is signed by all of the parties.

_____ Date _____
First Parties

_____ Date _____
First Parties

_____ Date _____
First Parties

STATE OF INDIANA, COUNTY OF WAYNE, SS:

Before the undersigned Notary Public in and for said county and state personally appeared First Parties and executed the above foregoing, Witness my hand and official seal this date, _____.

My commission expires:

My commission expires:

Residence: _____ County _____, Notary Public
(sign top line, print bottom line)

_____ Date _____
Second Parties

_____ Date _____
Second Parties

STATE OF INDIANA, COUNTY OF WAYNE, SS:

Before the undersigned Notary Public in and for said county and state personally appeared Second Parties and executed the above foregoing, Witness my hand and official seal this date, _____.

My commission expires:

My commission expires:

Residence: _____ County _____, Notary Public
(sign top line, print bottom line)

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. Kory T. Bell

Instrument prepared by Kory T. Bell, Attorney No. 30524-89
20 West Walnut Street, Hagerstown, Indiana 47346 (765) 489-4535