

EASEMENT AGREEMENT

This agreement entered into this _____ day of _____, 2024, between Lynn S. Snyder and Dana R. Snyder, as Trustees of the Lynn S. Snyder and Dana R. Snyder Joint Revocable Trust dated September 11, 2013 (hereinafter referred to as "Snyder") and _____ (hereinafter referred to as "[Purchaser]").

WHEREAS, Snyder is the owner of a 41.739 acres parcel of real estate in Ross Township, Clinton County, Indiana, identified as having Tax Parcel No. 12-05-13-300-001.000-015 and Tax Parcel No. 12-05-13-300-003.000-015 (hereinafter referred to as the "Snyder Parcel"), which parcel lies in the northwest portion of the Clinton County, Indiana real estate described on Exhibit A attached hereto; and

WHEREAS, Snyder is selling and conveying to [Purchaser] a 12.38 acres parcel of real estate in Ross Township, Clinton County, Indiana, which includes 11.93 acres identified as having Tax Parcel No. 12-05-13-300-003.000-015 together with a strip of land 50 feet in width off the entire south side of Tax Parcel No. 12-05-13-300-001.000-015 containing approximately .45 acre; which 12.38 acres parcel is described on Exhibit B attached hereto and shall hereinafter be referred to as the "[Purchaser] Parcel"; and

WHEREAS, Snyder intends upon conveyance of the [Purchaser] Parcel to reserve a perpetual easement for the use, maintenance of and any possible reconstruction of an existing eight (8) inch drainage tile remaining beneath a swale across the [Purchaser] Parcel from the north boundary of the [Purchaser] Parcel to the south boundary of the [Purchaser] Parcel; and

WHEREAS, the drainage tile described above benefits both the remainder of the Snyder Parcel and the [Purchaser] Parcel and the parties to this agreement desire to memorialize the terms and conditions of said tile drainage easement;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein, the parties agree as follows:

1. Upon conveyance of the [Purchaser] Parcel to [Purchaser], Snyder reserves a perpetual easement for the use, maintenance and possible reconstruction, if necessary, of the existing eight (8) inch drainage tile remaining in a northwest to southeast direction beneath a swale from the north boundary of the [Purchaser] Parcel to the south boundary of the [Purchaser] Parcel as depicted on the map attached hereto as Exhibit C.

2. Both parties and their successors shall have use of the drainage tile and there shall be reserved to Snyder the right of ingress and egress across so much of the [Purchaser] Parcel as may be required for the purpose of repairing or reconstructing said tile drain; provided that Snyder shall compensate [Purchaser] for any crop damage or loss of crop occasioned by Snyder's access and shall restore the surface to the condition it was in prior to any work having been done.

3. Snyder shall hold [Purchaser] harmless for and shall indemnify [Purchaser] for any and all damages, claims, personal injuries or liabilities of whatever kind and whatever nature that might arise resulting from Snyder's use of the easement facility described herein or work performed by Snyder or Snyder's contractors in connection such use.

4. It is the parties' intention that this agreement shall be recorded simultaneously with and shall become effective with the recording of the deed conveying the [Purchaser] Parcel from Snyder to [Purchaser].

5. This agreement shall run with the land and shall be binding upon and shall inure to the benefit of each of the parties' respective successors, transferees and assigns in interest.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

LYNN E. SNYDER AND DANA R. SNYDER
JOINT REVOCABLE TRUST DATED
SEPTEMBER 11, 2013

[PURCHASER]

BY: _____
Lynn E. Snyder, Trustee

BY: _____

BY: _____
Dana R. Snyder, Trustee

STATE OF INDIANA, COUNTY OF CLINTON, SS:

Before me, a Notary Public in and for said County and State, the _____ day of _____, 2024, personally appeared Lynn E. Snyder and Dana R. Snyder, as Trustees of the Lynn E. Snyder and Dana R. Snyder Joint Revocable Trust dated September 11, 2013, who acknowledged the execution of the foregoing Easement Agreement, and who, having been duly sworn, stated that the above representations are true.

My Commission Expires:
My County of Residence is:

Notary Public

Printed

STATE OF INDIANA, COUNTY OF _____, SS:

Before me, a Notary Public in and for said County and State, the _____ day of _____, 2024, personally appeared _____, who acknowledged the execution of the foregoing Easement Agreement, and who, having been duly sworn, stated that the above representations are true.

My Commission Expires:
My County of Residence is:

Notary Public

Printed

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. Lester N. Bergum, Jr.

This instrument prepared by: Lester N. Bergum, Jr., Attorney, RYAN, MOORE, COOK, TRIPLETT & ALBERTSON, LLP, 257 S. Main Street, Frankfort, Indiana 46041.

EXHIBIT A

Tract I:

Twenty-five (25) acres off of the west side of the northwest quarter of the southwest quarter of Section 13, in Township 22 North, Range 2 West of the Second Principal Meridian.

Tract II:

Twelve (12) acres off of the west side of the southwest quarter of the southwest quarter of Section 13, Township 22 North, Range 2 West of the Second Principal Meridian.

ALSO, twenty-eight (28) acres of uniform width off the entire east side of the southwest quarter of the southwest quarter of Section 13, Township 22 North, Range 2 West of the Second Principal Meridian,

EXCEPT therefrom the following described tract, to-wit:

Beginning at the southeast corner of the west half of the southwest quarter of said section and running thence North along the east line of said west half quarter section 815.00 feet; thence, taking said east line as a base, South 79°48' West 101.60 feet; thence South and parallel with said east line 797.00 feet to the section line; thence East along said section line 100.00 feet to the place of beginning, containing 1.85 acres, more or less, and being the tract shown on the survey recorded on August 13, 1965, in Miscellaneous Record 54, page 87, of the records of Clinton County, Indiana.

AND ALSO EXCEPT the following described tract, to-wit:

Beginning at the southwest corner of said quarter-quarter section and running thence East along the south line of said section 1140.5 feet to a point 100 feet West of the East line of said quarter-quarter section; thence North and parallel with the east line of said quarter-quarter section 797 feet; thence, taking said east line as a base, North 79°48' East 101.60 feet to said east line; thence West and parallel with said South section line 863 feet; thence South and parallel with the west line of said section 304.5 feet; thence West and parallel with said south line 385 feet to the section line; thence South along the section line 510.5 feet to the place of beginning, containing 18.72 acres, more or less, and being the tract

shown on the survey recorded November 2, 1972, as Instrument No. 72-3247, in the office of the Recorder of Clinton County, Indiana.

AND ALSO EXCEPT the following described tract, to-wit:

From the southwest corner of said quarter, proceed thence North 0°36' East (assumed bearings) a distance of 510.50 feet along the west line of said quarter, also being along the approximate centerline of County Road 500W to the point of beginning; thence (1) continue on said line a distance of 304.50 feet to a railroad spike; thence (2) East a distance of 385.00 feet parallel with the south line of said quarter to an iron bar; thence (3) South 0°36' West a distance of 304.50 feet parallel with said west line to an iron bar; thence (4) West a distance of 385.00 feet to the point of beginning, containing 2.6911 acres, more or less, and being subject to the right-of-way of said County Road.

*Tax Parcel Nos. 12-05-13-300-003.000-015 and 12-05-13-300-001.000-015
Commonly known as vacant land off County Road 500 W, Frankfort, IN 46041*

Lynn & Dana Snyder

The following described Clinton County, Indiana, real estate:

A part of the southwest quarter of the southwest quarter of Section 13, Township 22 North, Range 2 West of the Second Principal Meridian described as follows:

From the southwest corner of said quarter, proceed thence North 0 degrees 36 minutes East (assumed bearings) a distance of 815.50 feet along the west line of said quarter, also being along the centerline of County Road 500 W to a railroad spike, being the point of beginning; thence (1) East a distance of 1253 feet parallel to the south line of said quarter quarter; thence (2) North along the east line of the southwest quarter of the southwest quarter a distance of 495.02 feet to the northeast corner of Tax Parcel No. 12-05-13-300-003.000-015 as shown in the records of the Clinton County Surveyor; thence (3) West a distance of 810.47 feet to the northwest corner of Tax Parcel No. 12-05-13-300-003.000-015 as shown in the records of the Clinton County Surveyor; thence (4) South along the west line of said Tax Parcel No. 12-05-13-300-003.000-015 and being parallel with the west line of said quarter a distance of 440.01 feet; thence (5) West a distance of 385 feet to the west line of said quarter, also being the centerline of County Road 500 W; thence (6) South along said west line of said quarter a distance of 50 feet to the point of beginning, containing 12.38 acres, more or less, and being subject to the right of way of said County Road.

Tax Parcel No. 12-05-13-300-003.000-015

Split from Tax Parcel No. 12-05-13-300-001.000-015

EXHIBIT C

N. COUNTY RD. 500 W

12-05-13-300-001.000-015

12-05-13-300-002.000-015

ROSS

NORTH END
8" TILE

12-05-13-300-003.000-015

SOUTH END
8" TILE

12-05-13-300-012.000-015

12-05-14-400-003.000-008

12-05-13-300-007.000-015

12-05-13-300-008.000-015

12-05-13-300-009.000-015

12-05-13-300-011.000-015

12-05-13-300-010.000-015

