

ROADWAY EASEMENT and MAINTENANCE AGREEMENT

THIS INDENTURE WITNESSETH, that the **ESTATE OF CHARLES K. DENZINGER**, which said estate is currently pending before the Harrison Circuit Court as Cause No. 31CO1-2212-EU-000130, by and through **FRANK DENZINGER, Personal Representative**, (the “Grantor”), for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, conveys, transfers and sets over to **KATHRYN ESCHBACHER TIMBERLAKE and ALICE C. HAYSE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP**, (the “Grantees”), (these Grantees being the surviving joint tenants of Arthur R. Timberlake who died December 12, 2017) a certain sixty (60) feet wide non-exclusive easement, for ingress and egress over a portion of the below-described property located in Harrison County, Indiana. The property that is being burdened by the easement, which is owned by the Grantor is more particularly described as follows:

PARCEL NO: 31-17-32-400-002.000-009

THE NORTHWESTERLY PORTION OF THE BELOW DESCRIBED REAL ESTATE (as shown on attached Exhibit A):

A part of the southeast quarter of Section #32 and the southwest quarter of the northeast quarter of Section #32, Township 5 south, Range 3 east, Heth Township, Harrison County, Indiana, also being part of the lands described in Richard (DR K-7, page 349) described as follows: beginning at a ¾” pipe and cap at the northeast corner of the southeast quarter of Section #32, THE TRUE PLACE OF BEGINNING, thence S 00°00’00” W, a distance of 2136.83 feet along the section line dividing Section #32 and #33 to a mag nail in River Road, thence N 74°10’49” W, a distance of 194.16 feet along River Road to a mag nail, thence N 75°34’06” W, a distance of 942.50 feet along River Road to a mag nail, thence N 73°22’49” W, a distance of 70.26 feet along River Road to a mag nail, thence N 68°33’36” W, a distance of 79.52 feet along River Road to a mag nail, thence N 61°47’12” W, a distance of 106.67 feet along River Road to a mag nail, thence N 54°05’05” W, a distance of 96.90 feet along River Road to a mag nail, thence N 44°04’41” W, a

distance 84.19 feet along River Road to a mag nail, thence N 35°47'50" W, a distance of 40.94 feet along River Road to a mag nail, thence N 34°38'16" W, a distance of 223.95 feet along River Road to a mag nail, thence N 44°00'39" W, a distance of 102.70 feet along River Road to a mag nail, thence N 54°29'48" W, a distance of 93.82 feet along River Road to a mag nail, thence N 61°32'40" W, a distance of 561.24 feet along River Road to a mag nail, thence N 38°07'47" E, a distance of 575.40 feet to a 6x8" stone, thence N 42°50'20" W, a distance of 247.98 feet to a 4x7" stone, thence N 80°05'17" W, a distance of 495.00 feet to a 5/8" rebar, thence N 00°48'06" W, a distance of 989.86 feet to a 5/8" rebar, thence N 89°54'43" E, a distance of 825.00 feet to a 5/8" rebar, thence S 07°01'14" W, a distance of 1267.58 feet to a 6x8" stone, thence S 89°10'01" E, a distance of 935.71 feet to a 5/8" rebar, thence N 00°00'00" E, a distance of 601.09 feet to a 5/8" rebar, thence S 88°45'00" E, a distance of 973.69 feet to THE TRUE PLACE OF BEGINNING, containing 88.1886 total acres, 76.6600 acres being in the southeast quarter of Section 32 and 11.5286 acres being in the northeast quarter of Section 32. Subject to the 33-foot-wide public right-of-way of River Road. This being a survey prepared by Bob Isgrigg & Associates on November 22, 1999.

EXCEPTING THEREFROM, a part of the southeast quarter of Section 32, Township 5 south, Range 3 east, Heth Township, Harrison County, Indiana, being described as follows: beginning at a 3/4" pipe and cap at the northeast corner of the southeast quarter of Section 32, thence N 88°45'00" W, a distance of 973.69 feet to a 5/8" rebar, THE TRUE PLACE OF BEGINNING, thence S 00°00'00" W, a distance of 601.09 feet to a 5/8" rebar, thence N 89°10'01" W, a distance of 90.55 feet to a 5/8" rebar, thence N 00°00'00" E, a distance of 601.75 feet to a 5/8" rebar, thence S 88°45'00" E, a distance of 90.56 feet to THE TRUE PLACE OF BEGINNING, containing 1.2500 acres.

ALSO EXCEPTING THEREFROM, a part of the southeast quarter of Section 32, Township 5 south, Range 3 east, Heth Township, Harrison County, Indiana, also being part of the lands described in Richard (DR K-7, 349) described as follows: beginning at a 3/4" pipe at the northeast corner of the southeast quarter of Section 32, THE TRUE PLACE OF BEGINNING, thence S 00°00'00" E, a distance of 2,136.83 feet to a mag nail, thence N 74°10'49" W, a distance of 194.16 feet to a mag nail, thence N 75°34'06" W, a distance of 462.91 feet to a mag nail, thence N 00°00'00" W, a distance of 1,982.39 feet to a 5/8" rebar, thence S 88°45'00" E, a distance of 88°45'00" E, a distance of 635.25 feet to a point to THE TRUE PLACE OF BEGINNING, containing 30.004 acres. Subject to the 33-foot-wide public right-of-way of River Road.

LEAVING IN ALL HEREIN AFTER SAID EXCEPTIONS, 45.406 ACRES, MORE OR LESS, IN THE SOUTHEAST QUARTER OF SECTION 32 and 11.5286 ACRES, MORE OR LESS, IN THE NORTHEAST QUARTER OF SECTION 32.

Reference Deed: Instr. #20003435

The non-exclusive easement hereby conveyed, is over and across the above-described property and is perpetual and shall run with the land and shall benefit the real estate of Grantees, their heirs, successors and assigns forever.

The easement over the above-described property is more particularly described as follows:

A sixty (60) feet wide non-exclusive easement running over the existing gravel driveway extending from the south line of the northwesterly portion of the above-described property, continuing northerly over and across the northwesterly portion of the above-described property to the northern most edge of the northwesterly portion of the above-described property of the Grantor.

The centerline of the Easement shall be the center of the existing gravel driveway.

The location of the Easement is depicted in the attached Exhibits "A" & "B".

The real estate owned by Grantees that is benefited by the Easement is described as follows:

PARCEL NO: 31-17-32-100-002.000-009

A part of the northeast and the northwest quarters of Section 32, Township 5 south, Range 3 east, bounded as follows: beginning at the southwest corner of lands formerly owned by John H. Watson now Hobart Frank; running thence west parallel with the line of said Frank's land to the lands formerly owned by Charles E. Kirk, now Floyd Timberlake; thence north with the line of the said Kirk's land, now Timberlake, and the land of Floyd E. Timberlake, formerly Lee C. Byerley, to the northeast corner of said Byerley tract, thence east on the north line of said Section 32 to the northwest corner of the lands formerly owned by John H. Watson, now Hobart Frank; thence south with said Frank's west line to the place of beginning, said tract containing 45 acres, more or less, and being the same lands conveyed by Leslie I. Byerley and wife to James K. Flora and Bertha M. Flora, his wife, January 9, 1913, by Deed recorded in Deed Record T-4, at page 272, in the Recorder's Office of Harrison County, Indiana, EXCEPT 5 acres off the north end thereof heretofore conveyed by the said James K. Flora and Bertha M. Flora, his wife, to Hobart Frank, October __, 1944, by deed recorded in Deed Record N-5, at page 292 in the Recorder's Office of Harrison County, Indiana. (Being the same real estate conveyed to Floyd E. Timberlake and Mary A. Timberlake, husband and wife, of Harrison County, Indiana, by Bertha M. Flora (widow of Jame K. Flora, deceased) by Warranty Deed dated and recorded January 21, 1946, at pages 341 and 342 of Deed Record O-5 in the Recorder's Office, Harrison County, Indiana.)

ALSO, a part of the west half of Section 32, Township 5 south, Range 3 east, bounded as follows: beginning in the center of the north line of said Section 32, at a point where the former lands of Dessie Beanblossom, Chleffa E. Kirk, Dilla Ginkins and Eugene Timberlake (formerly owned by Chleffa E. Kirk, and prior to that by L.C. Byerley) formerly cornered; and running thence south on the west line of what was formerly the Byerley tract of land about 120 rods to the north line of the former lands of Jesse Gwartney, and continuing south on the west line of said Gwartney's former land about 60 rods to a point in the north line of former lands of Roy Brandenburg, said point being about 180 rods from the north line of said section; running thence in a southwesterly course with the north line of said former Brandenburg's land, and the land formerly owned by Emma Ballard about 70 rods to a corner; thence continuing with the former Ballard's line in a northwesterly direction a distance of about 30 rods to a corner, and running thence north with the east line of the former Ballard's land about 160 rods to the north line of said Section 32; thence east on the north line of said section 94 rods to the place of beginning, containing 104 acres, more or less. (Being the same real estate conveyed to Floyd E. Timberlake and Mary A. Timberlake, husband and wife, by Chleffa E. Kirk and Naomi K. Kirk, his wife, by deed dated and recorded January 2, 1943, at page 39 of Deed Record M-5 in the Recorder's Office, Harrison County, Indiana.) (Being the same real estate conveyed to Floyd E. Timberlake by Warranty Deed dated May 31, 1958, recorded in Deed Record Z-5, page 21 in the office of the Recorder of Harrison County, Indiana.)

Deed Reference #201200866

The easement may be used for ingress and egress over the easement property for the benefit of the Grantees, their heirs, successors, or assigns.

In accordance with the foregoing, the grant, and other provisions of said easement and right-of-way, shall constitute a covenant running with the land for the benefit of the Grantees, their heirs, successors, and assigns. Grantor covenants and warrants that it is the owner of the above-described property and has full authority to convey this easement.

The parties acknowledge that the driveway is currently gravel. The parties agree that they shall jointly determine the manner of improvements and/or resurfacing needed on the shared driveway. Upon making such a joint determination, the parties agree that they shall share equally in the cost of any improvements and maintenance of said shared driveway.

The parties further agree that gravel shall be applied to the driveway as agreed to by the parties, but in the event that either party wishes to gravel the drive, the other party shall be obligated to pay one-half of the cost of the gravel, provided that the drive is not graveled more than once a year, unless heavy rains have caused excessive gravel runoff in which case both parties shall share equally in the associated costs.


The parties agree that in the event that either party wishes to pave the driveway, they shall be permitted to do so, but shall bear, exclusively, the cost of that improvement.

If the maintenance of said shared driveway at any time is assumed by a governmental entity, this Road Maintenance Agreement and Access Agreement shall end and be of no further force or effect.

IN WITNESS WHEREOF, the said parties, have hereunto set their hands and seals, this

23 day of April, 2024.

ESTATE OF CHARLES K. DENZINGER , GRANTOR

By: 
FRANK DENZINGER, PERSONAL REPRESENTATIVE

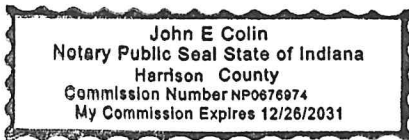

KATHRYN ESCHBACHER-TIMBERLAKE, GRANTEE


ALICE C. HAYSE, GRANTEE

STATE OF INDIANA
COUNTY OF HARRISON

BEFORE ME, the undersigned, a Notary Public, in and for the above-named County and State, personally appeared FRANK DENZINGER, PERSONAL REPRESENTATIVE OF THE ESTATE OF CHARLES K. DENZINGER, and acknowledged the execution of the foregoing Roadway Easement and Maintenance Agreement.

Signed and sealed this 24 day of April, 2024.



[Handwritten Signature]
Signature of Notary Public
John E Colin
Printed Name of Notary Public

STATE OF INDIANA
COUNTY OF HARRISON

BEFORE ME, the undersigned, a Notary Public, in and for the above-named County and State, personally appeared KATHRYN ESCHBACHER TIMBERLAKE and acknowledged the execution of the foregoing Roadway Easement and Maintenance Agreement.


Signed and sealed this 23rd day of April, 2024.

[Handwritten Signature]
Signature of Notary Public
Teresa Eschbacher
Printed Name of Notary Public

STATE OF INDIANA
COUNTY OF HARRISON

BEFORE ME, the undersigned, a Notary Public, in and for the above-named County and State, personally appeared ALICE C. HAYSE and acknowledged the execution of the foregoing Roadway Easement and Maintenance Agreement.

Signed and sealed this 23rd day of April, 2024.



Signature of Notary Public
Teresa Eschbacher

Printed Name of Notary Public

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. John E. Colin.

This Instrument Prepared By:
John E. Colin, Attorney at Law
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