

343

004-19800-12 ✓

Floyd County Recorder
Linda L. Berger 5P
JKM Date 08/08/2005 Time 11:49:48
I 200511304 Page 1 of 5

EASEMENT AGREEMENT

This Agreement, dated this 4th day of August, 2005, between Charles W. Alvey, Jr. and Janet Alvey ("Grantors"), and Charles W. Alvey and Clarissa F. Alvey ("Grantees").

WITNESSETH

WHEREAS, Grantors own and have title to the real estate in Floyd County, Indiana, described as follows:

A part of the Southwest Quarter of Section 29, Township 1 South, Range 6 East, described as follows:

Beginning on the North line of said Quarter Section at the most Northwesterly corner of the 107.50 acres, more or less, conveyed to Charels W. Alvey and wife by Charles E. Dohn and wife by deed recorded May 29, 1956 in Deed Record 148, page 485 of the Floyd County, Indiana Records, such point of beginning being the Northeast corner of the 9 1/2 acres heretofore conveyed to John Andres; running thence South 25° West along Alvey's Westerly line and Andres' Easterly line for a distance of 420 feet; thence East parallel with the North line of said Quarter Section for a distance of 420 feet; thence North 25° East 420 feet to the North line of said Quarter Section; thence running Westwardly along the North line of said Quarter Section for 420 feet to the place of beginning, containing 4.05 acres, more or less, and fronting on Emmons Road, a public highway, for 420 feet.

WHEREAS, Grantee owns and has title to the real estate in Floyd County, Indiana, described as follows:

See Attachment - Grantees' property description, commonly referred to as Alvey DR 148-485
I 200511305

Duly Entered For Taxation
Subject To Final Acceptance
For Transfer

AUG 08 2005

Jeresa A. Plais
AUDITOR FLOYD CO. IND.

WHEREAS, said properties are adjacent to each other; and

WHEREAS, the parties desire to grant and confirm ingress and egress easements for the use of their adjoining properties and to make certain agreements with respect to said easements.

NOW, THEREFORE, pursuant to said Agreement and for and in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to the other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. **GRANT BY GRANTEES:** Grantees hereby grant to Grantors, his successors and assigns, a perpetual and non-exclusive easement and right-of-way for Grantor and his assigns, and all other persons on Grantor's above-described tract with Grantor's permission, to pass and re-pass along and over so much of the existing 30-foot driveway and utility easement, as shown on the drawing attached hereto as "Exhibit A."

2. **MAINTENANCE OF ACCESS DRIVE:** The parties agree that each of them shall construct, maintain, repair and replace so much of the driveway on the easement as is located on the real estate owned by each at their respective expenses. Damage caused by the Grantee or his Invitees shall be repaired at the Grantees expense. The driveway on the easement shall be constructed, maintained, repaired and replaced so that the paving shall be of quality and strength sufficient for vehicular traffic, including but not limited to tractor-trailers not in excess of Indiana legal weight limits.

3. **RUNNING OF BENEFITS AND BURDENS:** All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the respective grantees, successors, assigns, heirs, representatives and tenants of the parties hereto.

4. **DUPLICATE COPIES:** This Agreement has been executed in duplicate by the parties and each executed copy hereof shall be considered an original.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective for all purposes as of the day and year first above written, but actually on the date set opposite their signatures below.

"GRANTORS"

Charles W. Alvey, Jr.
Charles W. Alvey, Jr

DATE: 8-4-05

Janet Alvey
Janet Alvey

DATE: 8-4-05

"GRANTEES"

Charles W. Alvey
Charles W. Alvey

DATE: 8-4-05

Clarissa F. Alvey
Clarissa F. Alvey

DATE: 8-4-05

STATE OF INDIANA |
 | SS.
COUNTY OF FLOYD |

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles W. Alvey, Jr and Janet Alvey, and acknowledged the execution of the foregoing Agreement.

WITNESS my hand and Notarial Seal this 4th day of August, 2005.

Nancy Smith
Nancy Smith Notary Public
County of Residence: 011

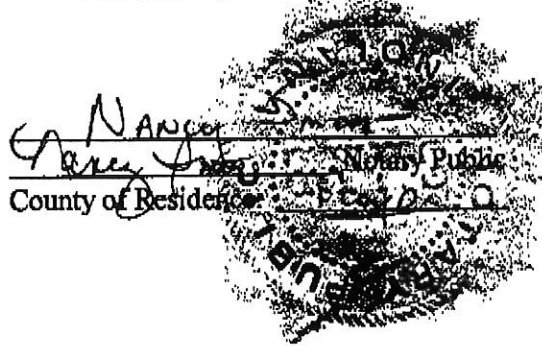
My Commission Expires:

9-18-2007

STATE OF INDIANA |
 | SS.
COUNTY OF FLOYD |

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles W. Alvey and Clarissa Alvey and acknowledged the execution of the foregoing Agreement for the uses and purposes mentioned therein.

WITNESS my hand and Notarial Seal this 4th day of August, 2005.



My Commission Expires:

9-18-2007

Prepared by:

Margaret F. Timmel
Ward, Tyler & Scott, LLC
Attorneys-at-Law
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New Albany, IN 47150
Telephone: (812) 949-1114