



BID PACKET

5.5 ACRE FLOYDS KNOBS LAND **ONLINE AUCTION**

**ERIN COURT
FLOYDS KNOBS, IN 47119**

ONLINE BIDDING ENDS

SUNDAY, SEPTEMBER 26 @ 6PM

**HARRITT
GROUP INC.**

HARRITGROUP.COM

4704 CORYDON PIKE, NEW ALBANY, IN - 812-944-0217 - 502-592-4000 - INFO@HARRITGROUP.COM



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

5.5 Acres, Erin Court, Floyds Knobs, IN 47119

Bidding Ends Sunday, September 26, 2021

This property is offered under specific terms and conditions per the printed auction bid packet and is included and adapted in a legally binding purchase agreement. If you have not read and reviewed the auction bid packet or do not completely accept the terms and conditions - do not bid.

COVID-19 PRECAUTIONS

The Harritt Group will follow social distancing and face mask recommendations. Inspection by open house or by appointment. Video tours available upon request.

BIDDING ONLINE

Proper and complete registration is required. All bidders must provide name, address, phone number, email address, and credit card information to register. A credit card will be validated before bidding access is granted, but is not a recognized form of payment of the deposit or purchase price. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

While online bidding is very popular, not everyone is entirely comfortable with the process. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance placing a bid online or prefer to submit a bid in person, please call our office for assistance @ 812-944-0217.

BUYER'S PREMIUM

A 10% buyer's premium will be added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate. *(Example: Hammer Bid Price \$100,000 plus 10% Buyer's Premium equals Contract Purchase Price of \$110,000)*

MANNER OF PAYMENT

A 10% non-refundable down payment of the Contract Purchase Price in the form of cash, check, or wired funds in USD are due within 24 hours following the auction with the signing of a legally binding purchase agreement. *(Example: Hammer Bid Price \$100,000 + 10% Buyer's Premium \$10,000 = Contract Purchase Price \$110,000 with a 10% Down Payment of \$11,000)*. Arrangements will be made to meet with the successful bidder to execute the documents or the documents can be emailed to the successful bidder and returned by email, DocuSign or fax to the Harritt Group within 24 hours of the auction.

CLOSING

All auctions are a cash sale and the balance of the purchase price will be due in 40 calendar days, on or before November 5, 2021. If the buyer chooses to obtain financing for the balance of the purchase price, completion of this transaction is *not* based upon the condition of successfully obtaining financing nor is it subject to a satisfactory appraisal, survey, or inspections of any kind. All closing costs and wiring fees are the buyer's expenses.

OWNER FINANCE

Seller will offer owner financing with a 20% down payment at 4% interest rate amortized over a 30 year period with a 5 year balloon payment. The cost of closing and the contract preparation to be a buyer's expense.

INSPECTION

Property is being sold "As Is" with no contingencies and no warranties expressed or implied. All inspections are welcomed *prior to auction* at the buyer's expense. The buyer relies upon the condition of the property based upon their own examination and has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property.

FLOOD DESIGNATION

Buyer may not terminate the agreement if the property requires flood insurance or that is subject to building or use limitations by reason of the location, which materially interferes with the buyer's intended use of the property. The buyer shall pay for and be responsible for flood certification if needed. *Our records indicate that the property is not in a flood zone.*

EVIDENCE OF TITLE

Seller will provide a merchantable title via a deed. The cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions, or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations.

SURVEY

Property is being sold *with* a survey dated 10/29/20 prepared by John G. Brinkworth Inc.

REAL ESTATE TAXES AND ASSESSMENTS

All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the closing date. *The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills.* The buyer may apply for current-year exemptions/credits at or after closing if applicable.

POSSESSION

Seller will give possession at closing.

UTILITIES AVAILABLE (At Buyer's Expense)

Deerwood Environmental Inc. Sewers
P.O. Box 2647
Indianapolis, IN 46206
1-866-759-0583
Tap-In Fee \$2300.00
Monthly Unmetered Rate \$65.00 (Billed Quarterly)

Floyds Knobs Water Company
4781 Paoli Pike #1
Floyds Knobs, IN 47119
812-923-9040
Membership Fee \$100.00
Tap-In Fee \$1350.00

Harrison County REMC Electric
1165 Old Forest Road
Corydon, IN 47112
812-738-4115
Documentation Fee \$35.00

FEDERAL LEAD-BASED PAINT DISCLOSURE

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. All inspections and assessments for the presence of lead-based paint and/or lead-based paint hazards must be made prior to the auction. The buyer waives the 10-day opportunity to conduct such an assessment and acknowledge receipt of the lead-based paint disclosure form.

AUCTION END TIME

Harritt Group Online Auctions are timed events and all bidding will close at a specified time. Harritt Group Online Auctions also have an auto-extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: If an auction scheduled to close at 6 PM receives a bid at 5:59 PM, and the extended bidding time for that auction is 10 minutes, the close time will automatically extend to 6:09 PM. The auto-extend feature remains active until no further bids are received within the specified time frame.

MAXIMUM BID

Internet bidders who desire to make certain their bids are acknowledged should use the maximum bidding feature and place their maximum bid in ample time before the close of the auction. *However, in the event two identical maximum bids for the same amount are placed, it is the first one received which will be given preference and will indicate the bidder is "Winning"*. The online bidder, therefore, is responsible for monitoring their bid to the close of the auction. Harritt Group will bear no liability/responsibility in case of a bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

MALFUNCTION AND LOSS OF SERVICE

The results of the auction may be rendered void if a malfunction or temporary loss of service occurs. In such an event, Harritt Group reserves the right to remedy the situation in whichever way best represents the seller, including the cancellation of existing bids. Harritt Group shall not be held liable in any way for any malfunctions or loss of service. The bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Harritt Group or anyone else if the internet service fails to work correctly during the close of the auction. Harritt Group will not be responsible for any missed bids from any source.

SOLD WITH SELLER'S RESERVE

Final bid price is subject to the seller's confirmation. When the bidding has met the reserve, a notification will be posted and the auction will become absolute and sell to the highest bidder.

BROKER PARTICIPATION

A commission will be paid to any properly licensed Broker who registers prior to the auction a successful buyer according to the appropriate Broker Participation Agreement and requirements.

PRE-AUCTION SALES

No pre-auction offers. All bidding to be submitted online during the period of *Sunday, September 19 through Sunday, September 26, 2021*.

AGENCY

The Harritt Group is acting exclusively as agents for the seller.

SELLER

William J. Sprigler

Client Detail

Erin Court, Floyds Knobs, IN 47119

Listing #: 2021010939

\$1

Active (09/16/21)



Prop Type: **Vacant Land**
 County: **Floyd**
 Subdiv: **No**
 Township: **Lafayette**
 Acres: **5.5000**
 Zoning: **Residential**
 Outbuildings:
 Mobile/Modular:
 Wooded YN: **Yes**
 Exempt:
 Road Type: **Paved**
 Road Frontage: **26'**
 HOA:

Lot Sz: **239,580.00**
 Lot Sz Src: **Survey**
 DOM: **0**
 Lot Dim:
 Irreg. Dim:
 Annual Tax: **198**
 Tax Year: **2020/2021**
 Land Assess: **\$12,600**
 Improvements: **\$0**
 Total Assess: **\$12,600**
 Timber Acreage:
 Pasture Acreage:
 Possible Financing: **Cash, Contract**

Parcel#: 220401800058000006
 Adl Parc#: **22-04-01-800-077.000-006**
 Lot Description: **Creek, Cul-De-Sac, Park-like View**
 Legal: **Part of the NW Qtr. of S18, T2 South, R6 East, Lafayette Twp., Floyd County, IN. containing 5.501 AC**
 Directions: **I-64 to Hwy. 150 Exit 119. West 2.7 miles to right on Scenic Valley Drive to immediate right on Brush College Road. One mile to left on Country View Drive to Erin Court on left.**

Remarks

5.5 ACRE FLOYDS KNOBS LAND ONLINE AUCTION - BIDDING ENDS SUNDAY, SEPTEMBER 26 @ 6PM. Whether looking to purchase a beautiful parcel of land for a private residential homesite or just as an investment, this wooded 5.5-acre site with creek is located between the established neighborhoods of Country View & Forest Springs off Brush College Road. Gently rolling tract of land offers an ideal choice for building your new custom home with a walkout basement, with room for outbuildings and recreation. Situated on a quiet cul-de-sac with an established concrete drive entrance with joint use easement granted to the adjoining property owners. Sewers, water, electric & cable available at the street. Selling without deed restrictions or covenants. Owner financing is available - 20% Down Payment, 4% Interest Rate, 30 Year Amortization, 5 Year Balloon. **BUYERS PREMIUM 10%** Buyer's Premium added to the hammer bid price to determine the final purchase price. **REAL ESTATE TERMS** A non-refundable down payment (10% of the purchase price) in the form of cash, check, or wired funds in USD are due within 24 hours following the auction, balance due in 40 days for clear title. Taxes prorated to the day of closing. Possession at closing. Selling as is without contingencies, all inspections welcomed before the auction. See full details in the Auction Bid Packet. **INSPECTION** Auctioneer on site Tuesday, September 21, 4-6PM. Drive by at your convenience or contact us for a private showing.

Utilities

Natural Gas: **No**
 Water Type: **Public Available**
 Sewer Type: **Sewer Available**
 Natural Water:
 Electricity: **No**

General Information

Possession: **At Closing**
 Restrictions: **No**
 Flood: **No**
 Seller Will Lease: **No**
 Sign: **Yes**
 Terms: **Yes**

All information deemed reliable but not guaranteed.

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. BUYER(S) TO VERIFY ALL INFORMATION.

John G. Brinkworth, Inc.
Consulting Engineers & Land Surveyors

CONSOLIDATED TRACT

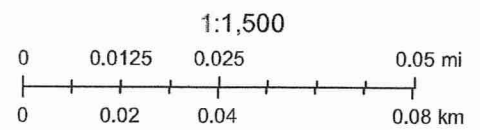
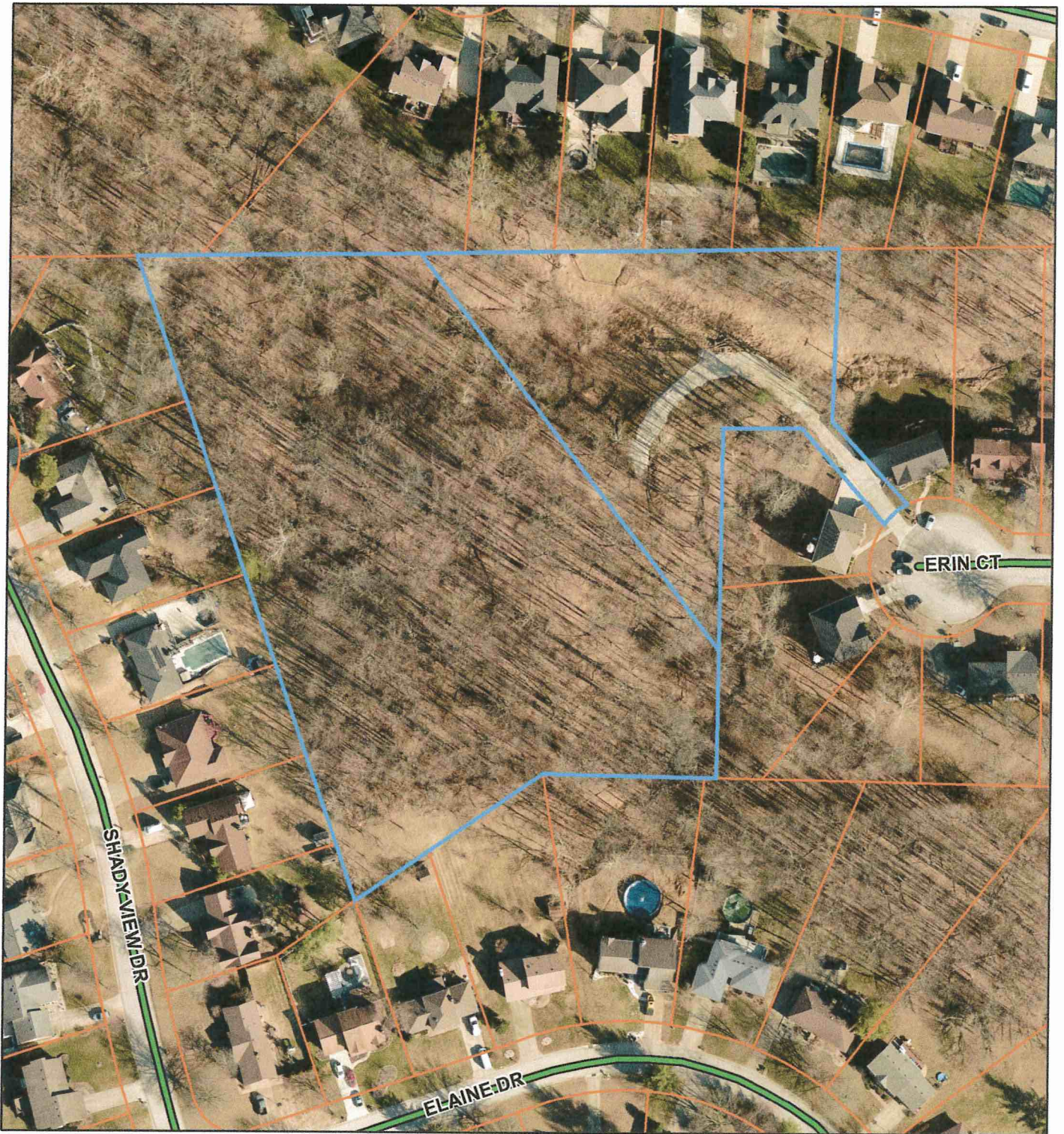
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 EAST, LAFAYETTE TOWNSHIP, FLOYD COUNTY, INDIANA DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18 MARKED BY AN IRON PIN; THENCE NORTH 89°02'48" EAST, ALONG THE SOUTH LINE OF FOREST SPRINGS SUBDIVISION, PLAT 1119, A DISTANCE OF 435.98 FEET TO A SET 5/8 INCH IRON PIN AND BRINKWORTH CAP (HEREINAFTER REFERRED TO AS A SET IRON PIN) AT THE TRUE POINT OF BEGINNING OF THE LAND DESCRIBED HEREIN:

THENCE CONTINUING ALONG SAID SOUTH LINE OF PLAT 1119, NORTH 89°02'48" EAST, 634.53 FEET TO A SET IRON PIN IN THE WEST LINE OF COUNTRY VIEW SECTION ONE, PLAT 871; THENCE THE FOLLOWING SIX COURSES ALONG SAID PLAT 871: SOUTH 00°24'48" WEST, 167.39 FEET TO A SET IRON PIN; SOUTH 38°01'20" EAST, 84.84 FEET TO A SET IRON PIN IN THE RIGHT OF WAY OF ERIN COURT; THENCE 26.21 FEET ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AND A CHORD BEARING, SOUTH 39°27'52" WEST, 26.00 FEET TO A SET IRON PIN; NORTH 38°01'20" WEST, 110.59 FEET TO A FOUND IRON PIN; NORTH 89°37'03" WEST, 75.00 FEET TO A FOUND IRON PIN; SOUTH 00°23'34" WEST, 302.44 FEET TO A FOUND IRON PIN IN THE NORTH LINE OF COUNTRY VIEW SECTION TWO, PLAT 927; THENCE THE FOLLOWING THREE COURSES ALONG SAID PLAT 927: NORTH 89°22'24" WEST, 157.93 FEET TO A SET IRON PIN; SOUTH 55°54'17" WEST, 207.26 FEET TO A FOUND IRON PIN; NORTH 18°43'26" WEST (PASSING A FOUND IRON PIN AT 603.32 FEET MARKING THE NORTHEAST CORNER OF SAID PLAT 927), A TOTAL DISTANCE OF 605.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.501 ACRES.

Erin Court, Floyds Knobs, IN 47119



Notes
1/21/2020 22Q3: 2020 BF FIELD REVIEW & DATA COLLECTION.
12/28/2016 18Q3: VACANT/WOODDED

Transfer of Ownership
Doc ID Code Book/Page Adj Sale Price VII
0 WD D-11/5386 \$0 I
0 WD 197/120 \$0 I
WD / \$0 I

Ownership
Date Owner
08/02/1984 Sprigler, William J.
06/16/1970 SPRIGLER, WOLFOR
01/01/1900 SPRIGLER, WOLFOR

General Information
Parcel Number
22-04-01-800-058.000-006
Local Parcel Number
0042160060
Tax ID:

Routing Number
04-01-800-265
Property Class 501
Vacant - Unplatted (0 to 9.99 Acres)
Year: 2020

Legal
NE 1/4 NW 1/4 18-2-6 4.001Ac Per Survey

Valuation Records (Work In Progress values are not certified values and are subject to change)

Assessment Year 2018 2019 2020 2021
Reason For Change Misc Misc AA AA
As Of Date 02/15/2019 02/15/2019 06/25/2019 01/01/2020
Valuation Method Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod Indiana Cost Mod
Equalization Factor 1.0000 1.0000 1.0000 1.0000
Notice Required

Land \$4,400 \$4,400 \$4,400 \$4,400
Land Res (1) \$0 \$0 \$0 \$0
Land Non Res (2) \$0 \$0 \$0 \$0
Land Non Res (3) \$4,400 \$4,400 \$4,400 \$4,400
Improvement \$0 \$0 \$0 \$0
Imp Res (1) \$0 \$0 \$0 \$0
Imp Non Res (2) \$0 \$0 \$0 \$0
Imp Non Res (3) \$0 \$0 \$0 \$0
Total \$4,400 \$4,400 \$4,400 \$4,400
Total Res (1) \$0 \$0 \$0 \$0
Total Non Res (2) \$0 \$0 \$0 \$0
Total Non Res (3) \$4,400 \$4,400 \$4,400 \$4,400

Location Information
County Floyd
Township LAFAYETTE TOWNSHIP
District 006 (Local 006)
LAFAYETTE TOWNSHIP
School Corp 2400
NEW ALBANY-FLOYD COUNTY C
Neighborhood 4018003-006
Country View, Wymberly, Sprig
Section/Plat 18
Location Address (1)
ERIN CT
FLOYDS KNOBS, IN 47119

Land Computations
Calculated Acreage 4.01
Actual Frontage 212
Developer Discount
Parcel Acreage 4.00
81 Legal Drain NV 0.00
82 Public Roads NV 0.00
83 UT Towers NV 0.00
9 Homesite 0.00
91/92 Acres 4.01
Total Acres Farmland -0.01
Farmland Value \$0
Measured Acreage 0.00
Avg Farmland Value/Acre 0.0
Value of Farmland \$0
Classified Total \$0
Farm / Classified Value \$0
Homesite(s) Value \$0
91/92 Value \$4,400
Supp. Page Land Value \$0
CAP 1 Value \$0
CAP 2 Value \$0
CAP 3 Value \$4,400
Total Value \$4,400

Land Pricing Soil Act
Type Method ID Front. Size Factor Rate Adj. Rate Infl. % Res Market Value
91 OA 212 4.0100 1.00 \$1,760 \$1,760 -38% 0% 1.0000 \$4,380

Land Data (Standard Depth: Res 150', Cl 150' Base Lot: Res 80' X 165', Cl 80' X 165')

Market Model
4018003-006 - Residential

Characteristics
Topography Flood Hazard
Level
Public Utilities ERA
Water, Electricity
Streets or Roads TIF
Paved
Neighborhood Life Cycle Stage
Improving
Printed Monday, November 16, 2020
Review Group 2017

Data Source External Only Collector 08/17/2016 WPW

Data Source External Only Collector 08/17/2016 WPW

Data Source External Only Collector 08/17/2016 WPW

Data Source External Only Collector 08/17/2016 WPW

Data Source External Only Collector 08/17/2016 WPW

22-04-01-800-077.000-006

General Information

Parcel Number 22-04-01-800-077.000-006
Local Parcel Number 0042160078
Tax ID:

Routing Number 04-01-800-264

Property Class 501 Vacant - Unplatted (0 to 9.99 Acres)

Year: 2020

Location Information

County Floyd
Township LAFAYETTE TOWNSHIP
District 006 (Local 006) LAFAYETTE TOWNSHIP
School Corp 2400 NEW ALBANY-FLOYD COUNTY C

Neighborhood 5000100-006 Lafayette Township

Section/Plat 18

Location Address (1) ERIN CT NEW ALBANY, IN 47150

Zoning

Subdivision

Lot

Market Model 4400000-006 - Residential

Characteristics

Topography Rolling Flood Hazard ERA
Public Utilities Water, Electricity TIF
Streets or Roads Paved
Neighborhood Life Cycle Stage

Static Monday, November 16, 2020
Printed Review Group 2017

Sprigler, William J.

Ownership

Sprigler, William J. 306 Janie Ln NEW ALBANY, IN 47150

Legal

NW 1/4 25' RW 18-2-6 1.44 AC PER SURVEY COUNTRY VIEW SEWER PLANT, INC.



Valuation Records (Work in Progress values are not certified values and are subject to change)

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3). Includes a 'Res' column with dropdown menus.

Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 0' X 0', CI 0' X 0')

Table with columns: Land Pricing Soil Type Method ID, Act Front, Size Factor, Rate, Adj. Rate, Ext. Value, Infl. % Elig, Res Market Factor, Value.

ERIN CT

501, Vacant - Unplatted (0 to 9.99 Acres)

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, VII. Includes entries for Sprigler, William J. and Country View Sewer Plant, Inc.

Lafayette Township/500010 1/4

Notes

1/21/2020 22033: 2020 BF FIELD REVIEW & DATA COLLECTION.
12/28/2016 1803: VACANT, SEWAGE PLANT HAS BEEN REMOVED PER NEIGHBOR, CHNGD LUC TO 501

Land Computations

Table with columns: Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homesite, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homesite(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value.

Data Source External Only Collector 08/17/2016 WPW Appraiser 08/17/2016 WPW

AGREEMENT FOR EASEMENT AND JOINT USE OF DRIVEWAY

This Agreement is made by and between **William J. Sprigler**, an adult, of Floyd County, Indiana, (hereinafter referred to as “Sprigler”) and **Marco Antonio Ponce and Paola Ponce**, husband and wife, of Floyd County, Indiana (hereinafter referred to as the “Ponces”) and **Lori Hillegas**, an adult, of Floyd County, Indiana (hereinafter referred to as “Hillegas”).

Whereas, Sprigler is the owner of certain real property which is located off Erin Court, Floyds Knobs, Indiana 47119, in Floyd County, Indiana, which is identified on the records of Floyd County, Indiana, as **Parcel Number 22-04-01-800-077.000-006**, pursuant to the deeds: recorded August 15, 2003, as Instrument Number 200318659, which is briefly particularly described as NW 1/4 25' R/W 18-2-6 1.44 AC; and recorded August 2, 1984, in Deed Drawer 11, Instrument Number 5386, which is briefly particularly described as NE 1/4 NW 1/4; 18-2-6; 4.001Ac. (hereinafter referred to as the “Sprigler Property”); and

Whereas, Ponces are the owners of certain real property located at 4508 Erin Court, Floyds Knobs, Indiana 47119, in Floyd County, Indiana, which is identified on the records of Floyd County, Indiana, as **Parcel Number 22-04-01-800-513.000-006**, pursuant to the deed recorded May 3, 2018, as Instrument Number 201806791, in the Office of the Recorder of Floyd County, Indiana, and which is briefly described as P 871; L 30; .40 Ac., (hereinafter referred to as the “Ponce Property”); and

Whereas, Hillegas is the owner of certain real property located at 4506 Erin Court, Floyds Knobs, Indiana 47119, in Floyd County, Indiana, which is identified on the records of Floyd County, Indiana, as **Parcel Number 22-04-01-800-512.000-006**, pursuant to the deed recorded July 29, 2014, as Instrument Number 201410341, and which is briefly described as P 871; L 29; .50 Ac. (hereinafter referred to as the “Hillegas Property”); and

Whereas, Ponces and Hillegas desire to obtain the use of a certain existing driveway located on the Sprigler Property for the use and benefit of and which shall be appurtenant to the Ponce Property and the Hillegas Property;

IT IS THEREFORE AGREED:

1. For valuable consideration which is hereby acknowledged, Sprigler hereby grants and conveys to

Ponces and Hillegas a permanent easement for ingress and egress and the use of the Easement Area on the Sprigler Property. The use of the Easement Area, as hereinafter defined, by Ponces and Hillegas, is non-exclusive and subject to the terms, conditions and agreements hereinafter specified.

2. The Easement Area shall be used only for the purposes of the right to ingress and egress to and from the Ponce Property and the Hillegas Property to Erin Court, and be used jointly by Sprigler, Ponces and Hillegas.

3. The Easement Area shall be the 25' wide access roadway as shown on the Plat of County View Subdivision, Plat No. 871 of the Floyd County, Indiana Records, a copy of a portion of such Plat is attached hereto as Exhibit A, and the Easement Area is identified on said Plat as "25' wide access Rd. to Sewage Treatment Plant" (the "Easement Area").

4. The use of the Easement Area shall inure to the benefit of Ponces, the Ponce Property, Hillegas and the Hillegas Property and shall be perpetual and shall constitute a covenant running with the Ponce Property and the Hillegas Property and shall be assignable only in conjunction with a transfer of the ownership of the Ponce Property or the Hillegas Property. All provisions hereof may be enforced in a civil action in law or equity.

5. The parties shall be jointly responsible for the maintenance of the Easement Area and shall comply with all applicable federal, state and local laws, codes, rules, regulations and ordinances related to the use and construction or maintenance of roadways or driveways coming off of a county highway or city street. No party shall undertake any maintenance of the Easement Area without first having discussed such maintenance with the other parties and obtaining the consent of the other parties as to the type of maintenance, the approximate cost of such maintenance and the allocation of such costs between the parties. There is excepted from the joint responsibility for maintenance, any damage to the Easement Area caused by the action of one of the parties. Should a party, or a party's tenant, occupant, resident, lessee, guest or visitor, cause any damage to the Easement Area, that party shall, at such party's expense, repair such damage and return, as reasonably as possible, the Easement Area to the condition it was in prior to the occurrence of such damage or a better condition.

6. No party shall block the Easement Area so as to prevent another party's reasonable and continuous use of the Easement Area.

7. For purposes of notice between the parties,

Sprigler's address is: 306 Janie Lane, New Albany, Indiana 47150

Ponces' address is: 4508 Erin Court, Floyds Knobs, Indiana 47119

and

Hillegas' address is: 4506 Erin Court, Floyds Knobs, Indiana 47119

A party may change their address for notice purposes by giving written notice to the other parties.

All notices and approvals required or permitted under this Agreement shall be served by certified mail, return receipt requested, to a party at the address of such party set forth hereinabove.

8. The parties shall not allow any mechanic's or other liens to attach to the Easement Area or the Sprigler Property or any part thereof, except as set forth herein.

9. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modification of the Agreement must be in writing and must be signed by the parties.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors-in-interest and assigns.

11. Sprigler reserves the right with respect to the Easement Area for the free use thereof for ingress, egress, and utilities, in a manner not inconsistent with the terms of this Agreement and the right to assign, grant or convey other rights not inconsistent with the terms of this Agreement to any person at any time.

12. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by the same.

13. If a party hereto defaults in the performance of an obligation hereunder, a non-defaulting party shall have the right to sue for damages and/or to seek injunctive relief, as may be appropriate. The parties agree that prior to filing a lawsuit, they shall submit their dispute to mediation in accordance with the Indiana Alternative Dispute Resolution Rules. The right to seek remedies hereunder shall be available only to the parties named herein, and their respective successors-in-interest and assigns. No tenant, occupant, resident, lessee, guest or visitor on either of the Sprigler Property, the Ponce Property or the Hillegas Property shall have any right whatsoever to commence or prosecute legal proceedings in connection herewith.

14. It is further specifically confirmed by the parties that the Easement Areas and other rights and benefits created and established herein may be mortgaged to any mortgagee taking a mortgage on the Sprigler Property, the Ponce Property or the Hillegas Property but any mortgagee taking a mortgage on the Easement Areas shall take said mortgage subject to the other rights, benefits, duties and obligations created and established herein.

In Witness Whereof, parties have executed this Agreement on the day and date set forth beside their respective signatures and it shall be effective as of the date that the last of the parties affixes a signature.

[Signature page follows.]

William J. Sprigler
William J. Sprigler

Dated: 8-12-21

Marco Antonio Ponce
Marco Antonio Ponce

Dated: 8/12/21

Paola Ponce
Paola Ponce

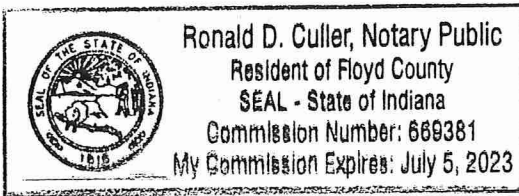
Dated: 8/12/21

Lori Hillegas
Lori/Hillegas

Dated: 8.12.21

STATE OF INDIANA COUNTY OF CLARK)

Before me, a Notary Public in and for said County and State, on August 12, 2021, personally appeared William J. Sprigler, Marco Antonio Ponce, Paola Ponce, and Lori Hillegas who swore to the truth of the representations contained herein and acknowledged the execution of the foregoing to be her free and voluntary act and deed.



Ronald D. Culler
Notary Public
Printed: _____
Resident of _____ County, Indiana
My Commission Expires: _____
My Commission Number: _____

Prepared without benefit of title search or examination, based upon information provided by one or both of the parties, by, Culler Law Office, LLC, Ronald D. Culler, 2123 Veterans Parkway, Jeffersonville, IN 47130, phone 812-284-2685.

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, Ronald D. Culler.
Person's name presenting for recording