

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

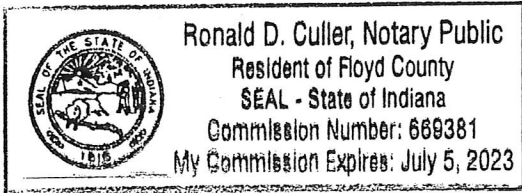
Dated: 8/12/21

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

COUNTRY VIEW

SECTION ONE

PLAT NO. 871

LAND DESCRIPTION

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

BEGINNING ON THE NORTH LINE OF SECTION 18 AT A POINT WHICH IS NORTH 87°58' EAST, 1069.14 FEET FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 0°45' EAST, 168.60 FEET; THENCE SOUTH 89°15' WEST, 107.39 FEET; THENCE SOUTH 0°45' EAST, 303.50 FEET; THENCE NORTH 89°15' EAST, 307.36 FEET; THENCE SOUTH 0°45' EAST, 350.00 FEET; THENCE NORTH 89°15' EAST, 50.00 FEET; THENCE SOUTH 0°45' EAST, 140.00 FEET; THENCE NORTH 89°15' EAST, 118.00 FEET; THENCE SOUTH 0°45' EAST, 210.00 FEET; THENCE NORTH 89°15' EAST, 20 FEET; THENCE NORTH 0°45' EAST, 20.00 FEET; THENCE NORTH 89°15' EAST, 20.00 FEET; THENCE NORTH 0°45' WEST, 255.00 FEET; THENCE NORTH 12°45' WEST, 20.00 FEET; THENCE SOUTH 0°45' WEST, 232.26 FEET TO THE NORTH LINE OF SECTION 18; THENCE SOUTH 87°58' WEST, 873.88 FEET TO THE PLACE OF BEGINNING, CONTAINING 24.501 ACRES.

OWNERS DEDICATION

WE THE UNDERSIGNED, THE OWNERS OF THE ABOVE DESCRIBED TRACT, DO HEREBY ACKNOWLEDGE THIS TO BE THE PLAT OF COUNTRY VIEW, SECTION ONE, AND DO HEREBY DEDICATE TO PUBLIC USE THE EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.

William J. Springer
 William J. Springer

ACKNOWLEDGMENT

STATE OF INDIANA S.S.
 COUNTY OF FLOYD

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED THE ABOVE NAMED, THIS 3 DAY OF APRIL, 1973, AND ACKNOWLEDGE THE EXECUTION OF THE FOREGOING AFFIDAVIT.

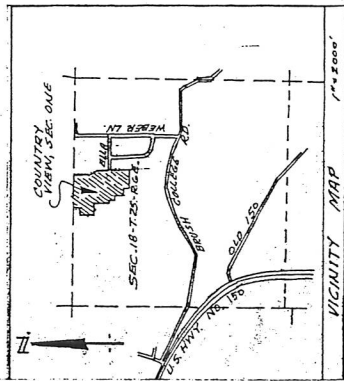
MY COMMISSION EXPIRES: 1982

NOTARY PUBLIC

APPROVED BY FLOYD COUNTY PLAN COMMISSION THIS 19th DAY OF SEPTEMBER, 1973.

Robert Freeman
 Robert Freeman

Beverly J. Smith
 Beverly J. Smith



SURVEYOR'S CERTIFICATION

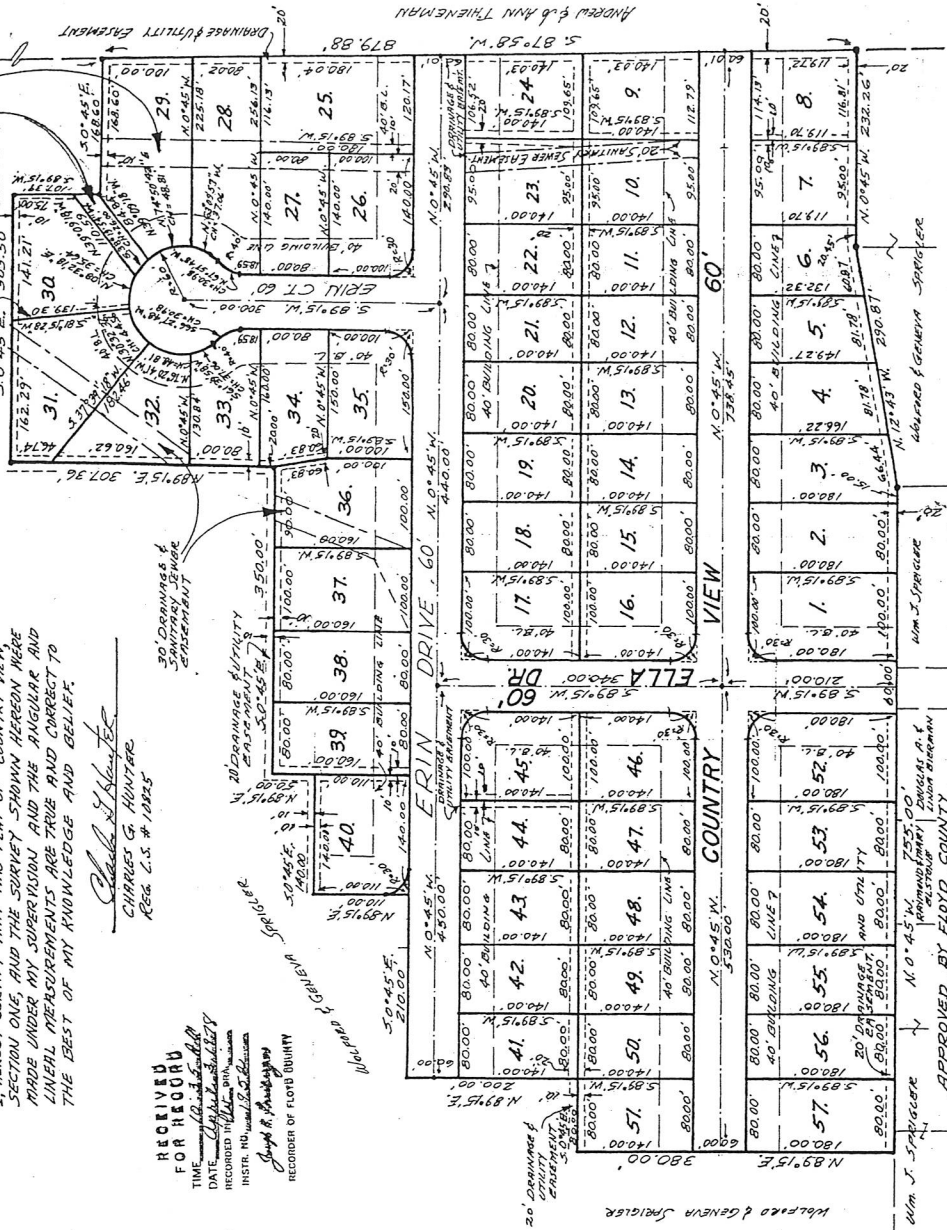
I HEREBY CERTIFY THAT THIS PART OF COUNTRY VIEW, SECTION ONE, AND THE SURVEY SHOWN HEREON WERE MADE UNDER MY SUPERVISION AND THE ANGULAR AND LINEAL MEASUREMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Charles G. Hunter
 Charles G. Hunter
 REG. L.S. # 10825

RECEIVED FOR RECORD

DATE: 10-3-73
 TIME: 10:30 AM
 DEPT: COUNTY CLERK
 RECORDED BY: J. S. BROWN
 INSTR. NO. 10825

RECORDED BY FLOYD COUNTY



ENTERED FOR TAXATION THIS 3 DAY OF APRIL, 1973.

John A. Stulzecker
 John A. Stulzecker

FREDERICK ATWATER
 FLOYD COUNTY AUDITOR

PROTECTIVE COVENANTS FOR THIS PLAT ARE RECORDED IN MISCELLANEOUS DRAWER # 3, INSTR. # 1943.

NOTE: All natural drainage valleys shall be retained and not blocked or obstructed and the same shall continue to flow in the same direction and with the same effect as if actually shown and dedicated upon this plat and the same are hereby dedicated to public use.