Thomas Family Trust

SEVEN ACRES, LAKE & HOME ONLINE AUCTION

Q 7196 NAVILLETON ROAD FLOYDS KNOBS, IN 47119

ONLINE BIDDING ENDS THURSDAY, OCTOBER 17 @ 6PM



AUCTION CONDUCTED BY DOUG HARRITT AUCTIONEER AU01051345



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS 7196 Navilleton Road, Floyds Knobs, IN 47119

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.

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 hammer bid price to determine the final purchase price. Example: Hammer Bid Price \$100,000 plus a 10% buyer's premium equals a contract purchase price of \$110,000.

MANNER OF PAYMENT - A *10% non-refundable down payment in* the form of cash, check or wired funds are due within 24 hours following the auction with the signing of a legally binding purchase agreement. 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 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. 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.

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. All measurements per courthouse.

Page 1 of 3 - Navilleton Road, Floyds Knobs, IN

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. 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 merchantable title via a deed. 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 title, or potential losses. Buyer is accepting title subject to (1) Any recorded building restrictions, restrictive covenants, conditions or other use restrictions applicable to the property and (2) Any recorded 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. *The property contains an existing roadway with easement access granted for ingress and egress.*

USE OF ROADWAY & ROAD MAINTENANCE AGREEMENT Access to the property is via easement as a means of ingress and egress. The respective parties shall share equally in the maintenance and upkeep of such roadway. See the attached agreement.

SURVEY - Property is being sold without survey. All land measurements are per courthouse records.

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 day immediately prior to the closing date. *The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills.* Buyer may apply for current-year exemptions/credits at or after closing if applicable.

POSSESSION - Seller will give possession at closing.

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. 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 bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

Page 2 of 3 - Navilleton Road, Floyds Knobs, IN

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 reserve 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. 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.

PRE-AUCTION SALES Pre-auction offers must meet all auction terms and be submitted to the Auctioneer on the Real Estate Purchase Agreement along with the required deposit. Properly submitted offers will be presented to the seller, who may accept or reject such offer in their sole and absolute discretion.

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

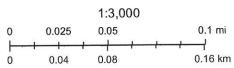
SELLER Thomas Family Trust

Client Detail

7196 Navilleton Road, Floyds Kn Listing #: 2019010916 Total Finished Sqft: 2		19 Grade Finished So	5 1 400	Active (09/20/	\$0	
	Prop Type: County: Subdivision: Subdiv Nm: Beds:	Residential/Fa Floyd No 2		Residential Greenvillle New Albany-Floyd (220303500109000 7.052 / 307,185	Cty	
	Baths: Abv Grd SF:	2 (2 0) 1,400	Lot Size Src: Lot Dim:	Assessor		
	Tot Fin SF: New Const:	2,352 No	Year Built: Annual Tax:	1992 1,481		
	Home Warranty: Land Assess:		Tax Year: DOM:	2018/2019 13		
	Improvements: Total Assess:		HOA \$:	7		
	Directions:	I-64 to Greenv		#119. West 4 miles t 2 miles to property o		
	Legal:	PRS SW 1/4 3 AC #1470-114		PRT SW 1/4 35-1-5 .8	836	
	Tot Deductions:		on Type Com rmal/Hydroelec \$12, tead Standard \$45,		Deduction Type Supplemental Homestd	<u>Comment</u> \$49,175
Remarks						
wooded 7-acre tract also includes a 12' x 20' c Access to the property is via easement on a pa Hwy. 150, just minutes to Starlight and only 1 added to the hammer bid price to determine th payment in the form of cash, check or wired fu Taxes prorated to the day of closing. Possessic prior to the auction. OPEN HOUSE Wednesday, appointment.	ved drive with a r 5 miles to downt e final purchase r nds are due withi on at closing. Sel	roadway mainter town Louisville. price. REAL ESTA in 24 hours follo ling as is withou	nance agreement. Lo BUYERS PREMIUM ITE TERMS 10% Nor Dwing the auction, ut contingencies, a	ocated 2 miles North 10% Buyer's Premiu n-refundable down balance due in 40 da Il inspections welcor	of m ays.	
Amenities						
Type: 1 Story	Fo	oundation:	Poured Concrete	II. Dautially Sinished		
Zoning: Residential		asement: Yes	Walkout	II, Partially Finished,		
Construction: Frame On-Site Outbuildings: Fireplaces: # Fireplaces: Fireplace: Appliances: Dishwasher, Disposal, Range / Lot Description: Lake Access, Lake Frontage, Lake Exterior Type: Brick Over Frame	La Ro Oven, Refrigerat o		Laundry Location: Fin Laundry Closet 0 Lot	IST LEVEI		
Exterior Feat: Covered Porch, Deck, Landscap Interior Feat: 1st Floor Master, 1st Floor Util Kitchen Island, Natural Wood T Paved	ity, Bath Master,	Breakfast Bar, E	at-in Kitchen, Famil	ly Room, Jetted Tub,		
Measurements						
Above Grade Finished:1,400.0Above Grade Unfinish:0.0Below Grade Finished:952.0Below Grade Unfinish:448.0	N	onconform Finishe onconform Unfinis FLS:				
Room Sizes & Levels						
Total Rooms: 6 Garage: Y Garage	Size: 26.6 x 15	Garage Type: Entry	Basement, Rear	Garage Spaces: 1		
	oring De	escription				
Kitchen 21 x 16 1st Floor Eng	ineered	ally In Closet				
Bathroom Full 10.6 x 5 1st Floor Tile	Of	alk-In Closet f Master Bedroom				
Bedroom 13.6 x 11 1st Floor Car Bathroom Full 7 x 6 1st Floor Vinc	pet /l					
Family Room 25 x 26.2 LL/Basement Oth	er Flo	oor Concrete - Wa oor Concrete	lk Out			
Office 13 x 7 LL/Basement Oth						
Water Heater: Electric Water Type: Public Onsite Natural Water: Lake Sewer Type: Septic Onsite	Co	ooling Type: Co	eat Pump entral Air ectric			
General Information						
Possession: At Closing Flood: No Seller Will Lease: No	Si	ovenants & Restr: ign: erms:	No Yes No			
Jener Will Lease. NU	IE		NU			

7196 Navilleton Road, Floyds Knobs, Indiana 47119





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r Trust G s Sr. tEPH L	Res ress values are not certified values and are subject to change. 2019 2019 2019 2019 2019 2018 2019 2018 A Misc A Misc 2019 02/15/2019 02/15/2019 02/15/2019 Cost Mod Indiana Cost Mod A A	\$ 51 51 5 5 5	CI ate ate 665 719 760	ST
7196 NAVILLETON RD Date Owner 03/20/2019 Thomas Family 03/07/2017 Thomas, Joan 07/15/2004 Thomas, Joan 11/30/1992 THOMAS, JOS 02/27/1992 COMBINED BY	Prog 06 diana (\$73,400 \$73,400 \$43,700 \$43,700 \$43,700 \$159,700 \$159,700 \$159,700 \$159,700 \$159,700 \$159,700 \$234,200 \$234,200 \$233,400 \$203,400 \$203,800 		Collector 01/29/2016
		Notice Required Land Res (1) Land Non Res (2) Land Non Res (2) Improvement Imp Non Res (3) Imp Non Res (2) Imp Non Res (2) Imp Non Res (2) Total Res (1) Total Non Res (2) Total Non Res (2) Total Non Res (3)	17 7 7 19 19 19 19 19 19 19 19 19 19 19 19 19	External Only Collect
Thomas, Joan G Ownership Thomas, Joan G 7196 Navilleton Rd FLOYDS KNOBS, IN 47119 FLOYDS KNOBS, IN 47119 5.836 AC #1470-114	Valuation Records (Wor 2019 Assessment Year WIP Reason For Change 06/24/2019 As Of Date Indiana Cost Mod Valuation Method		Land Pricing Soil Type Method ID 9 A 92 OA 92 OA	Data Source Extern
22-63-03-500-109.000-004 General Information Parcel Number 22-03-03-500-109.000-004 Local Parcel Number 0031470113 Tax ID: Routing Number	U3-U3-200-102 Property Class 511 1 Family Dwell - Unplatted (0 to 9.9 Year: 2019 Location Information Floyd	GREENVILLE TOWNSHIP District 004 (Local 004) GREENVILLE TOWNSHIP School Corp 2400 NEW ALBANY-FLOYD COUNTY C Neighborhood 3000100-004 Greenville Homesite Section/Plat 35 Location Address (1) 7196 NAVILLETON RD	FLOYDS KNOBS, IN 47119 Zoning Subdivision Lot Market Model 3000100-004 - Residential 3000100-004 - Residential Characteristics Topography Flood Hazard Rolling	Public Utilities ERA Water, Electricity EIRA Streets or Roads TIF Paved Neighborhood Life Cycle Stage Static Tuesday, August 06, 2019 Printed Tuesday, August 06, 2019 Review Group 2020

Frank Frank <th< th=""><th>22-03-03-500-109.000-004 General Information</th><th>04</th><th>Thomas, Joan G</th><th>Joan G Plumbing</th><th></th><th></th><th>7196 NAVILLETON RD</th><th>VILLETO</th><th>N RD</th><th></th><th>511, 1 Fam</th><th>ily Dwell - L</th><th>511, 1 Family Dwell - Unplatted (0 to 9.9</th><th>0 9.9</th><th>Greenville Homesite</th><th>Homesite</th><th>1 2/2</th></th<>	22-03-03-500-109.000-004 General Information	04	Thomas, Joan G	Joan G Plumbing			7196 NAVILLETON RD	VILLETO	N RD		511, 1 Fam	ily Dwell - L	511, 1 Family Dwell - Unplatted (0 to 9.9	0 9.9	Greenville Homesite	Homesite	1 2/2
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100% 1 C 1992 1992 27 A 0.91 \$12,467 24% \$9,470 0% 100% 1.0000 1.4500 1 100% 1 Wood Frame D 1993 1993 26 A \$41.05 0.91 \$41.05 12'X20' \$7,172 28% \$5,160 0% 100% 1.0000 1.4500	3: Lean-To R 01	%0	1 Ea	uth Floor			26 A	\$3.95	0.91	\$3.95	11'x20' x 8'	\$633	45%	\$350		0000 1.4500	\$500
100% 1 Wood Frame D 1993 1993 26 A \$41.05 0.91 \$41.05 12'x20' \$7,172 28% \$5,160 0% 100% 1.0000 1.4500	4: Geothermal R 01	100%	~				27 A					\$12,467		\$9,470	0% 100% 1	0000 1.4500	\$13,700
	5: Detached Garage R 01	100%	1 Woo	od Frame			26 A	\$41.05		\$41.05	12'x20'	\$7,172		\$5,160	0% 100% 1.	0000 1.4500	\$7,500



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year) 8/27/19 Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form. Seler states that the information contained in this Disclosure is correct to the best of Seler's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and s	treet, city, sta	te, and ZIP c	ode)		7196 Navilleton Rd, Floyd	ds Knobs, IN	47119				
1. The following are in the condit	ions indicated	d:									
A. APPLIANCES	None/Not Included/ Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included Rented	Defective		ot ective	Do Not Know	- International Property lies of the local division of the local d
Built-in Vacuum System	6				Cistern				•	1990	I
Clothes Dryer	1				Septic Field/Bed	1		V			1
Clothes Washer	V				Hot Tub	1	7	-			1
Dishwasher			1		Plumbing			1			1
Disposal			V		Aerator System	1		V			1
Freezer	V				Sump Pump	17		-			1
Gas Grill	1				Irrigation Systems	1.7					
Hood	1		1		Water Heater/Electric	V		1			1
Microwave Oven	V				Water Heater/Gas	1/					1
Oven	1		\checkmark		Water Heater/Solar	1/					
Range			J		Water Purifier	1/					
Refrigerator			V		Water Softener	1					1
Room Air Conditioner(s)	V.				Well	ľ/					1
Trash Compactor	1				Septic and Holding Tank/Septic Mound	V		1			
TV Antenna/Dish			/		Geothermal and Heat Pump			V	<u></u>		
Other:			-					V			
					Other Sewer System (Explain)	1	4.1.5				
					Swimming Pool & Pool Equipment	1./					1
							L	Yes	No	Do Not	1
										Know	
B. Electrical	None/Not	Defective	Not	Do Not	Are the structures connected to a p			V			
System	Included/	Delective	Defective	Know	Are the structures connected to a p Are there any additions that may re				1		
Air Purifier	Rented				the sewage disposal system?				1		
Burglar Alarm	1				If yes, have the improvements been sewage disposal system?	n completed o	n the				1
Ceiling Fan(s)			1		Are the improvements connected to		mmunit/				1
Garage Door Opener / Controls			1		water system?	o a privato/cor	minumy				
Inside Telephone Wiring			1		Are the improvements connected to	o a private/cor	nmunity				1
and Blocks/Jacks			1		sewer system? D. HEATING & COOLING	None/Not	122	A	ot	Do Not	
Intercom	V				SYSTEM	Included	Defective		ctive	Know	
Light Fixtures			~		A	Rented					1000
Sauna	\checkmark				Attic Fan	V					
Smoke/Fire Alarm(s)			1		Central Air Conditioning	-		V			
Switches and Outlets			V		Hot Water Heat	V,					
Vent Fan(s)			V	B	Furnace Heat/Gas	V					
60/100/200 Amp Service			1		Furnace Heat/Electric			1			
(Circle One)	1		V		Solar House-Heating	V					
Generator		L			Woodburning Stove	V					
NOTE: Means a condition the effect on the value of the properties	erty, that wo	uld significa	ntly impair t	he health	Fireplace	V/					
or safety of future occupants of	of the proper	ty, or that if	not repaired	. removed	Fireplace Insert	Vi				,	
or replaced would significant normal life of the premises.	ly shorten d	or adversely	affect the	expected	Air Cleaner	V		/			
					Humidifier			1			
				x	Propane Tank	V,					
					Other Heating Source	V					
prospective buyer or owner may	ater obtain. A the conditio	t or the owner t or before se n of the prop	's agent, if ai ttlement, the	iy, and the c	certifies to the truth thereof, based lisclosure form may not be used as a uired to disclose any material change same as it was when the disclosur	substitute for	any inspection	ons or w	warrant	ies that the	
Signature of Seller J. TH	lomas	, <u>, , , , , , , , , , , , , , , , , , </u>	Date (m. 8/1'	m/dd/yy) 7 2019	Signature of Buyer			Da	te (mm	/dd/yy)	•
Signature of Seller	all		Date (mi	m/dd/yy)	Signature of Buyer				te (mm	/dd/yy)	•
	condition of t	he property is			it was when the Seller's Disclosure fo	rm was origina	ally provided t	o the B	uyer.	-	•
Signature of Seller (at closing)			Date (m	•••	Signature of Seller (at closing)			Da	te (mm	/dd/yy)	
				Pac							1

Harritt Group, 4704 Corydon Pike New Alban	y, IN 47150	_ F	hone: (812)944-0217	Fax: (812)944-5558
Douglas Harritt	Produced with zipForm® by zipLogix 1	18070 Fifteen Mile Road, Fraser, Michigan		

Untitled

. ROOF	YES	NO	DO NOT KNOW				
ge, if known Years. 6	~			4. OTHER DISCLOSURES	YES	NO	Ĩ
oes the roof leak?		1		Do structures have aluminum wiring?		V	
there present damage to the roof?		1.		Are there any foundation problems with the structures?		\checkmark	
there more than one layer of shingles on the ouse?		1		Are there any encroachments?		1	
ves, how many layers?				Are there any violations of zoning, building codes, or restrictive covenants?			
				Is the present use of non-conforming use?			-
. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW	Explain:		V	
lave there been or are there any hazardous conditions on the property, such as methane las, lead paint, radon gas in house or well, adioactive material, landfill, mineshaft, scpansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		1					
s there any contamination caused by the		1		Is the access to your property via a private road?		1.	
nanufacture or a controlled substance on the roperty that has not been certified as		 I 		Is the access to your property via a public road?		V	
econtaminated by an inspector approved nder IC 13-14-1-15?				Is the access to your property via an easement? Have you received any notices by any	1		
las there been manufacture of				governmental or quasi-governmental agencies affecting this property?		\checkmark	
nethamphetamine or dumping of waste from he manufacture of methamphetamine in a esidential structure on the property?				Are there any structural problems with the building?		V	
Explain:				Have any substantial additions or alterations been made without a required building permit?		\checkmark	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?	V.X		
				Is there any damage due to wind, flood, termites, or rodents?			
				Have any structures been treated for wood destroying insects?			
				Are the furnace/woodstove/chimney/flue all in working order?	1		
ADDITIONAL COMMENTS AND/OR EXPLANAT	TIONS:			Is the property in a flood plain?			
Use additional pages, if necessary)				Do you currently pay for flood insurance?		1	
* Best basemen	t	rate	ī.	Does the property contain underground storage tank(s)?		\vee	
* Best basemen proofed Sept :	201	G		Is the homeowner a licensed real estate salesperson or broker?		V	
	~01	l		Is there any threatened or existing litigation regarding the property?		V	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		1	
				Is the property located within one (1) mile of an airport?		/	
nspections or warranties that the prospective	e buyer	y the owner or owner n ie purchas ereby ackn	er or the owner's nay later obtain. ser at settlement	r, who certifies to the truth thereof, based on the agent, if any, and the disclosure form may not be At or before settlement, the owner is required to d that the condition of the property is substantially of this Disclosure by signing below.	e used a	s a substit ny materia ie as it wa	tute fo al cha is who
Signature of Seller	/	8	127 12019			Date (mr	
Kichard E & male		18	(mm/dd/yy) 27/19	Signature of Buyer		Date (mr	CP [21, 57 (1998)
he Seller hereby certifies that the condition of Signature of Seller (at closing)	the prop	erty is sub	stantially the san (mm/dd/yy)	he as it was when the Seller's Disclosure form was o	riginally p		
		Date	(11111/00/99)	Signature of Seller (at closing)		Date (mr	n/dd/y

(TT.)-

ROADWAY MAINTENANCE AGREEMENT

• THIS AGREEMENT made and entered this 23 day of July, 1993, by and between JOSEPH LYLE THOMAS, SR., and JOAN G. THOMAS, husband and wife, of Floyd County, Indiana, hereinafter referred to as the "First Parties"; and JOSEPH LYLE THOMAS, JR., and BARBARA CAROL THOMAS, husband and wife, of Floyd County, hereinafter referred to as "Second 5. 1 24 Parties", ×.~\

WITNESSETH:

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WHEREAS, First Parties are the owners of the real estate located in the County of Floyd, State of Indiana, and more particularly described in Exhibit "A", hereto, which Exhibit is incorporated herein by reference and made a part hereof; and

WHEREAS, Second Parties are the owners of the real estate located in the County of Floyd, State of Indiana, and more particularly described in Exhibit "B", hereto, which Exhibit is incorporated herein the end made a part hereof; and

WHEREAS, Second Parties use or have the right to use, as a means of ingress and egress to and from Galena-Navilleton Road, a public roadway, a certain 40 foot roadway, which roadway is more particularly described in Exhibit "C", hereto, and which roadway is w owned by the First Party; and

WHEREAS, the parties hereto, are presently desirous of concluding this agreement having as its purpose of establishment of the rights and obligations of the parties hereto with respect to the use, maintenance and repair of said roadway.

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained; it is agreed:

USE OF ROADWAY: Subject to the terms, provisions and covenants contained in any instrument creating the right of use by the respective parties of the roadway described herein or imposing limitations on such use, the parties hereto shall nutually utilize the roadway more particularly described in Exhibit "C" as a common means of ingress and egress to Galena-Navilleton Road and from the real estate owned by the respective parties; shall exercise due care in traversing said roadway so as not to create hazards to others or damage to the surface of the road or the real estate owned by the adjoining parties; surface of the road or the real estate owned by the adjoining parties; and, the respective parties shall not block or cause the roadway to be blocked so as to preclude free passage by those persons antitled to use the same. As evidenced by the execution hereof, First Parties, as fee simple owner, does hereby grant Second Parties, the perpetual right to use, in common with others, the roadway more particularly described in Exhibit "C" hereto, as a means of ingress and egress, such use to be subject to the terms and provisions of this agreement. It is the express understanding and agreement of the parties, as evidenced by the execution hereof, that the roadway which is the subject of this agreement is a private roadway, and that the same not be dedicated to public use without the prior written consent of each of the parties to this agreement. this agreement. 1

MAINTENANCE: The roadway which is the subject of this agreement shall be jointly maintained by all the parties hereto and each of such parties shall contribute equally to the cost of the maintenance and upkeep of such roadway. It is the express understanding and agreement of all of the parties hereto that no person or persons

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who are a party to this Agreement shall be entitled to compensation for work he, she or they may do in the maintenance and upkeep of the roadway more particularly described in Exhibit "C", unless otherwise mutually agreed to by the parties hereto, and that all sums payable hersunder shall become immediately due and payable upon the date which an expenditure is made for the maintenance and upkeep of such roadway. It is expressly understood and agreed by all of the parties hereto that no expenditure for maintenance and upkeep of the roadway more particularly described in Exhibit "C" shall be made pursuant to this Agreement unless a majority of all the parties hereto, shall consent to such expenditure.

<u>IMPROVENENT OF ROADWAY:</u> The obligations of the parties hereto to contribute to the maintenance and upkeep of the roadway more particularly described in Exhibit "C" shall not extend to or include substantial improvements made to the roadway. For purpose of this Agreement, the term "substantial improvements" shall mean the installation or construction of a concrete or blacktop surface to such roadway or otherwise changing the nature or character thereof. If any party to this Agreement shall substantially improve all or any portion of the roadway more particularly described in Exhibit "C", with or without the consent of the other parties or contribution by them to the cost of such substantial improvements, the parties hereto mutually agree to maintain such roadway as substantially improved in accordance with the terms and provisions of the paragraph entitled <u>MAINTENANCE</u>.

ADDITIONAL USERS: If any party to this Agreement shall sell or transfer all or any portion of his, her or their respective parcel of real estate as hereinabove described or referred to so that the purchaser or transferse shall have the right to use the roadway as described in the instrument of transfer as a means of ingress and egress to and from Galena-Navilleton Road. The legal or equitable owner of such real estate conveyed or transferred shall use such roadway only in accordance with the terms and provisions of this Agreement and shall be obligated to pay his, her or their part or portion of the cost of maintenance and repair of such roadway. Any and all deeds, real estate contracts or other instruments conveying or transferring legal or equitable interests in the real estate hereinabove described and referred to, or any portion thereof, shall contain language in substantially the same form as follows: "This conveyance or transfer is made subject to the terms and

substantially the same form as follows: "This conveyance or transfer is made subject to the terms and conditions of that certain Roadway Maintenance Agreement dated the day of July, 1993 and recorded on the day of July, 1993, in Miscellaneous Drawer ______, Instrument # _______ in the Office of the Recorder of Floyd County, Indiana, which the Grantee or Transferee, by the acceptance hereof, agrees to be bound by and comply with the terms and conditions hereof."

In the event that there are additional users of the roadway more particularly described in Exhibit "C", the percentage of contribution to the cost of the maintenance and upkeep by the parties hereto shall be changed accordingly to reflect the terms and provisions of this Agreement.

BINDING EFFECT: The terms and conditions of this Agreement shall constitute covenants running with the land and the same shall be binding upon and inure to the benefit of all of the parties hereto, their successors, heirs, personal representatives and assigns.

ENFORCEMENT: The terms, covenants and agreement contained herein shall be enforceable by an action at law or in equity to be initiated by a party hereto.

Floyd County Recorder

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-3-IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 23 day of July, 1993. (SELL) FIRST PARTIES (SEAL) (SEAL) SECOND PARTIES as (SEAL) 1:10) HO STATE OF INDIANA : 88 COUNTY OF FLOYD Before me, the undersigned, a Notary Public, in and for said County and State, this of July, 1993, personally appeared Joseph Lyle Thomas, Sr., and Joan G. Thomas, husband and wife, and acknowledged the execution of the foregoing Roadway Maintenance IN WITNESS WHEREOP have hereonto subscribed my name and Notarial Seal. NOTARY PUBLIC esident 01 County, IN My. commission expires: 1-6 COUNTY OF FLOYD STATE OF INDIANA) 5 : 85 Hannan Before me, the undersigned, a Notary Public, in and for said County and State, this ZJ of July, 1993, personally appeared Joseph Lyle Thomas, Jr., and Barbara Carol Thomas, husband and wife, and acknowledged the execution of the foregoing Roadway, Maintenance AL LAC IN WITNESS WHEREOF have herewaro subscribed my name and Notarial Seal. 3. NOTARY PUBLIC esident County, IN My commission expires: Prepared by: Stanley E. Robison Jr. Attorney at Law 1819 State Street, Suite 203 New Albany, in. 47150 (812) 945-3055

Floyd County Recorder

Document # 930008744

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Being a part of the southwest quarter of Section 35, Township 1 South, Range 5 East, in Floyd County, Indians, and being also part of the property conveyed to Joseph Lyle Thomas and Joan G. Thomas as described by deed recorded in Deed Book 199, Fage 483, said part being more particularly described as follows:

Commencing at the southwest corner of the southwest quarter of Section 35, Township 1 South, Range 5 East, thence with the west line of the southwest quarter of Section 35, and with Galena-Navilleton Road, North 816.56 feet to a nail at the northwest corner of Stiller (Deed Book 88, Page 18), thence departing the road, and with a line common to Stiller, South 89 degrees, 47 minutes, 07 seconds East 1170.73 feet to an iron pin, being the true point of beginning of the tract being herein described, thence North 304.28 feet to an iron pin, thence North 88 degrees, 55 minutes, 58 seconds West 162.00 feet to an iron pin, thence South 60.00 feet to an iron pin, thence North 88 degrees, 55 minutes, 58 reconds, West 98.00 feet to a nail in Galena-Navilleton Road, thence with the road, North 100.01 feet to a nail, thence departing the road and with a line common to Bechts (Deed Book 117, Page 498, Deed Book 199, Page 262, and Deed Drawer 18, Instrument No. 5836) South 88 degrees, 55 minutes, 58 seconds East, 1169.68 feet to an iron pin, thence South 00 degrees, 12 minutes, 57 seconds East 330.76 feet to an iron pin, thence with a line common to Stiller, North 89 degrees, 47 minutes, 07 seconds West 910.77 feet to the true point of beginning, containing 7.426 acres, more or less, and being subject to a forty-foot wide easement, said easement, being more particularly described as follows:

Commencing at the southwest corner of the southwest guarter of Section 35, Township 1 South, Range 5 East, thence with the west line of the southwest guarter of Section 35, and with the Galena-Navilleton Road, North 1164.72 feet to a nail at the southwast corner of Bacht (Deed Book 117, Page 493), Being the true point of beginning of the forty-foot wide easement being herein described, thence along the south line of Bechts (Deed Book 117, Page 498, Deed Book 199, Page 262, and Deed Drawer 18, Instrument No. 5836) South 88 degrees, 55 minutes, 58 seconds East 1169.68 feet to an iron pin, thence South 00 degrees, 12 minutes, 57 seconds East 40.01 feet to an iron pin, thence North 88 degrees, 55 minutes, 58 seconds West 1169.83 feet to a point in Galena-Navilleton Road, thence with the road, North 40.01 feet to the true point of beginning.

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Floyd County Recorder

Document # 930008744

EXHIBIT "B"

Being a part of the southwest quarter of Section 35, Township 1 South Range 5 East, in Floyd County, Indiana, and being also part of the property conveyed to Joseph Lyle Thomas and Joan G. Thomas as described by deed recorded in Daed Book 199, Page 483, said part being more particularly described as follows:

Commencing at the southwest corner of the southwest quarter of Section 35, Township 1 South, Range 5 East thence with the west line of the southwest quarter of Section 35, and with the Galena-Navilleton Road, North 816.56 feet to a nail at the northwest corner of Stiller (Deed Book 88, Fage 18), thence departing the road, and with a line common to Stiller, South 89 Degrees, 47 minutes, 07 seconds East 1170.73 feet to an iron pin, being the true point of beginning of the tract being herein described, thence North 00 degrees, 12 minutes, 57 seconds West 330.76 feet to an iron pin, thence with a line common to Becht (Deed Drawer 18, Instrument No. 5836) and on with Naville (Deed Book 196, Page 562), South 88 degrees, 55 minutes, 58 seconds East (passing an iron pin at 661.97 feet) 711.97 feet, in all, to the center of a creek, thence with the centerline of the creek, South 08 degrees, 06 minutes, 27 seconds East 178.69 feet to a point, thence continuing with the centerline of the creek, South 04 degrees, 48 minutes, 46 seconds West 143.81 feet to a point, thence departing the creek, and with a line common to Stiller, North 89 degrees, 47 minutes, 07 seconds West (passing an iron pin at 50.00 feet) 723.74 feet, in all, to the true point of beginning, containing 5.428 acres more or less, also the right to use for ingress and egress, a forty-foot wide easement, said easement being more particularly described as follows:

Commencing at the southwest corner of the southwest quarter of Section 35, Township 1 South, Range 5 East, thence with the west line of the southwest quarter of Section 35, and with the Galena-Navilleton Road, North 1164.72 feet to a nail at the southwest corner of Becht (Deed Book 117, Page 498), being the true point of beginning of the forty-foot wide easement being herein described, thence along the south line of Bechts (Deed Book 117, Page 498, Deed Book 199, Page 262, and Deed Drawer 18, Instrument No. 5836) South 88 degrees, 55 minutes, 58 seconds East 1169.68 feet to an iron pin, thence South 00 degrees, 12 minutes, 57 seconds East 40.01 feet to an iron pin, thence North 88 degrees, 55 minutes, 58 seconds West 1169.83 feat to a point in Galena-Navilleton Road, thence with the road North 40.01 feet to the true point of beginning.

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Floyd County Recorder

Document # 930008744

A forty foot wide easement, said easement being more particularly described as follows:

Commencing at the southwest corner of the southwest quarter of Section 35, Township 1 South, Range 5 East, thence with the west line of the southwest quarter of Section 35, and with the Galena-Navilleton Road, North 1164.72 feet to a nail at the southwest corner of Becht (Deed Book 117, Page 498), being the true point of beginning the forty-foot wide easement being herein described, thence along the south line of Bechts (Deed Book 117, Page 498, Daed Book 199, Page 262, and Deed Drawer 18, Instrument No. 5836) South 88 degrees, 55 minutes, 58 seconds East 1169.68 feet to ar iron pin, thence South 00 North 88 degrees, 55 minutes, 58 seconds West 1169.83 feet to a point in Galena-Navilleton Road, thence with the road North 40.01 feet to the true point of beginning.

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