

INGRESS EGRESS EASEMENT ①

CROSS REFERENCE

Cross Reference Deed Recorded April 27, 2017 in as Instrument Number 201709550, in the Office of the Recorder of Hendricks County, Indiana.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Geraldine L. Dunkin, as sole Trustee under the Geraldine L. Dunkin Living Trust, dated September 14, 1995, and any amendments thereto (hereinafter "Dunkin"), is the owner of certain real estate in Hendricks County, Indiana more particularly described in attached Exhibit "A" and Exhibit "B"; and

WHEREAS, a paved driveway serves as access to both tracts herein described; and

WHEREAS, Dunkin wishes to grant a non-exclusive ingress and egress easement for the common use of the driveway, which easement area is described in attached Exhibit "C" ("Easement Area") and is subject to certain terms and conditions contained herein

NOW THEREFORE, for good and valuable consideration, Dunkin does hereby create and establish a non-exclusive Ingress and Egress Easement over and across the real estate described on attached Exhibit "C", subject to the following terms and conditions:

1. That said easement shall be for the benefit of the real estate described in attached Exhibit "B".
2. That this easement shall be non-exclusive in that Dunkin and her successors and assigns, as owners of both parcels of real estate, shall have the right to use the Easement Area as access to their respective tracts.
3. That no owner shall use the easement area for parking or otherwise use in a manner that obstructs the other party's use of the easement area as access to their property.
4. That Dunkin shall be responsible for ten percent (10%) of the expenses for maintenance and repair of that portion of the shared driveway from the public street to the rear of the garage

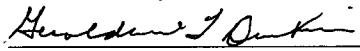
exiting on the real estate described on Exhibit "B", being approximately ninety (90) feet in length. That the owner of the real estate described on Exhibit "A" shall be responsible for ninety percent (90%) of the costs of maintenance and repair of the same area and shall be responsible for one hundred percent (100%) of the maintenance and repair of the remaining Easement Area.

5. That the driveway shall be maintained in a condition reasonably suitable for access to the subject tracts. At a minimum, the driveway shall be resealed every other year, and the landowners shall divide the cost of the resealing the driveway as defined in #4 above.
6. Any action to enforce the terms and conditions of this easement and agreement shall include attorney's fees and cost of such action for the successful party.

This Agreement shall run with the land and be binding upon the heirs, successors and assigns of the party hereto.

So granted and agreed this 20th day of December, 2019.

Geraldine L. Dunkin Living Trust, dated September 14, 1995



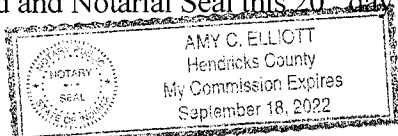
Geraldine L. Dunkin, Trustee

(Notary Acknowledgment on separate attached page.)

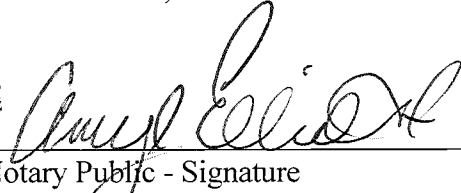
STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State personally appeared Geraldine L. Dunkin, the sole Trustee of the Geraldine L. Dunkin Living Trust, dated September 14, 1995, who acknowledged the execution of the foregoing Ingress Egress Easement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of December, 2019.



My Commission Expires: _____



Notary Public - Signature

Resident of _____ County

Notary Public - Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Amy Comer Elliott.

This instrument was prepared by Amy Comer Elliott, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

EXHIBIT "A"

Lot Numbered Three (3) in Cimmaron-Final Plat, an addition to the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded June 28, 2007, in Plat Cabinet 7, Slide 5, pages 1A and 1B, in the Office of the Recorder of Hendricks County, Indiana.

EXCEPT:

A part of Lot 3 in Cimmaron as plat thereof recorded as Instrument Number 200716730 in the Office of the Recorder of Hendricks County, Indiana, described as follows:

BEGINNING at the northwest corner of said Lot; thence North 89 degrees 35 minutes 31 seconds East along the north line thereof 114.38 feet; thence South 00 degrees 40 minutes 46 seconds East 112.69 feet; thence South 56 degrees 42 minutes 51 seconds West 13.60 feet; thence South 00 degrees 40 minutes 46 seconds East 84.65 feet; thence South 88 degrees 40 minutes 21 seconds West 102.17 feet to the west line of Lot 3; thence North 00 degrees 53 minutes 23 seconds West along said west line 206.36 feet to the POINT OF BEGINNING, containing 0.51 acres, more or less.

EXHIBIT "B"

A part of Lot 3 in Cimmaron as plat thereof recorded as Instrument Number 200716730 in the Office of the Recorder of Hendricks County, Indiana, described as follows:

BEGINNING at the northwest corner of said Lot; thence North 89 degrees 35 minutes 31 seconds East along the north line thereof 114.38 feet; thence South 00 degrees 40 minutes 46 seconds East 112.69 feet; thence South 56 degrees 42 minutes 51 seconds West 13.60 feet; thence South 00 degrees 40 minutes 46 seconds East 84.65 feet; thence South 88 degrees 40 minutes 21 seconds West 102.17 feet to the west line of Lot 3; thence North 00 degrees 53 minutes 23 seconds West along said west line 206.36 feet to the POINT OF BEGINNING, containing 0.51 acres, more or less.

EXHIBIT "C"

A strip of land within Lot 3 in Cimmaron as plat thereof recorded as Instrument Number 200716730 in the Office of the Recorder of Hendricks County, Indiana, said strip of land being 29 feet of even width lying east of and being coincident with the following described line:

Commencing at the northwest corner of said Lot; thence North 89 degrees 35 minutes 31 seconds East along the north line thereof 114.38 feet to the POINT OF BEGINNING; thence South 00 degrees 40 minutes 46 seconds East 204.20 feet to the TERMINUS of this easement.

The east line of the above described easement shall be extended or shortened to begin on the north line of Lot 3.