

Parcel #13-08-17-403-001.001-013

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ROAD MAINTENANCE AGREEMENT

COME NOW KEVIN CHANNELL and LAURA CHANNELL, husband and wife, of the County of Crawford, State of Indiana

WITNESSETH:

WHEREAS, KEVIN CHANNELL and LAURA CHANNELL, ("Grantors") are the owners of that certain real estate located on 7957 E. Speed Road, Milltown, Crawford County, Indiana, and the same being described as Instrument Number 2024R-1346, and more particularly described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE IN CRAWFORD COUNTY, IN THE STATE OF INDIANA, TO-WIT:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17
IN TOWNSHIP 2 SOUTH AND RANGE 2 EAST.
CONTAINING 80 ACRES, MORE OR LESS.

EXCEPT: PART OF THE EAST HALF OF THE SOUTHEAST
QUARTER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 2
EAST, DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHEAST CORNER OF SAID QUARTER SECTION, RUNNING
THENCE SOUTH ON SECTION LINE 160 RODS, THENCE WEST 15
RODS, THENCE NORTH 160 RODS, THENCE EAST 15
RODS TO THE POINT OF BEGINNING.

CONTAINING 15 ACRES, MORE OR LESS.

LEAVING HEREIN AFTER SAID EXCEPTION, 65 ACRES, MORE OR
LESS.

ALSO, PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, BOTH SECTIONS IN TOWNSHIP 2 SOUTH, RANGE 2 EAST, SECOND PRINCIPAL MERIDIAN, WHISKEY RUN CIVIL TOWNSHIP, CRAWFORD COUNTY, INDIANA, AS FOUND ON A PLAT OF SURVEY COMPLETED BY BELL SURVEYING & MAPPING, INC. (JOB # 00133) AS FOUND RECORDED IN SURVEY PLAT BOOK 2, PAGE 45, IN THE CRAWFORD COUNTY RECORDERS OFFICE AND MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH REBAR WITH YELLOW CAP ENGRAVED GW BELL 29400007 (HEREAFTER REFERRED TO AS A CAPPED REBAR) MARKING THE EAST QUARTER CORNER OF SAID SECTION 17, THENCE CONCURRENT WITH THE SECTION LINE, NORTH 00 DEGREES 19 MINUTES 07 SECONDS EAST 27.93 FEET TO A MAG NAIL IN THE CENTERLINE OF THE COUNTY ROAD, THENCE CONCURRENT WITH SAID ROAD CENTERLINE THE FOLLOWING TWO COURSES: (1) SOUTH 88 DEGREES 55 MINUTES 26 SECONDS EAST 13.03 FEET, (2) NORTH 81 DEGREES 31 MINUTES 43 SECONDS EAST 22.39 FEET TO MAG NAIL, THENCE LEAVING SAID ROAD CENTERLINE SOUTH 00 DEGREES 19 MINUTES 07 SECONDS WEST 18.19 FEET TO A CAPPED REBAR, THENCE SOUTH 40 DEGREES 20 MINUTES 45 SECONDS WEST 423.40 FEET TO A CAPPED REBAR, THENCE SOUTH 89 DEGREES 42 MINUTES 09 SECONDS WEST 10.33 FEET TO A CAPPED REBAR, THENCE NORTH 00 DEGREES 19 MINUTES 07 SECONDS EAST 308.68 FEET TO A CAPPED REBAR ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17, THENCE CONCURRENT WITH THE SAID NORTH LINE NORTH 89 DEGREES 42 MINUTES 09 SECONDS EAST 247.50 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 1.02 ACRES, MORE OR LESS.

(BEING SHOWN AS .39 ACRE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17 AND .63 ACRE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16 IN THE WHISKEY RUN TOWNSHIP TRANSFER BOOK, AUDITOR'S OFFICE, CRAWFORD COUNTY, INDIANA.).

WHEREAS, THE ABOVE-DESCRIBED REAL ESTATE IS NOW BEING KNOWN AS THE CHANNELL FARM DIVISION AS SHOWN ON THE SURVEY PREPARED BY RUCKMAN LAND SURVEYORS, DATED AUGUST 2, 2026 AND BEING NOW DESCRIBED AS FOLLOWS:

TRACT # 1

BEING A 15.63 ACRE TRACT LYING IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE 2ND PRINCIPAL MERIDIAN, WHISKEY RUN TOWNSHIP, CRAWFORD COUNTY, INDIANA, SAME BEING PART OF THE KEVIN AND LAURA CHANNELL FARM - 2024R-1346, SAME BEING AS COMPOSED BY DAVID J. RUCKMAN PS # 80040393, FROM MAP DATED AUGUST 2, 2026,

SAME BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER, A 1" PIPE; THENCE N 01°26'07" E A DISTANCE OF 1005.40' TO A STEEL POST AT THE TRUE PLACE OF BEGINNING; THENCE N 01°26'07" E A DISTANCE OF 888.08' TO THE CENTER OF CHANNELL SPRING BRANCH; THENCE S 76°58'47" E WITH SAID CHANNEL A DISTANCE OF 92.78' TO AN ANGLE POINT; THENCE N 65°43'12" E WITH SAID CHANNEL A DISTANCE OF 75.20' TO AN ANGLE POINT; THENCE N 49°38'00" E WITH SAID CHANNEL A DISTANCE OF 459.94' TO A POINT WEST OF THE BRIDGE; THENCE LEAVING THE CHANNEL N 30°08'11" E A DISTANCE OF 45.23' TO A RUCKMAN 5/8 REBAR; THENCE S 69°01'14" E A DISTANCE OF 17.82' TO A MAGNAIL IN THE CENTER OF 30' CHANNELL LANE; THENCE S 04°47'22" W WITH THE CENTER A DISTANCE OF 92.64' TO A MAGNAIL AT END OF EASEMENT; THENCE S 81°37'08" E A DISTANCE OF 16.40' TO A RUCKMAN 5/8 REBAR; THENCE S 38°21'11" E A DISTANCE OF 302.23' TO A RUCKMAN 5/8 REBAR IN FENCELINE; THENCE THE FOLLOWING CALLS ALONG THE MEANDERING FENCELINE; THENCE S 10°19'11" W A DISTANCE OF 275.20' TO A RUCKMAN 5/8 REBAR; THENCE S 06°08'05" W A DISTANCE OF 144.59' TO A RUCKMAN 5/8 REBAR; THENCE S 09°49'56" W A DISTANCE OF 238.54' TO A RUCKMAN 5/8 REBAR; THENCE S 39°26'40" W A DISTANCE OF 61.63' TO A RUCKMAN 5/8 REBAR; THENCE S 28°12'30" W A DISTANCE OF 79.15' TO A RUCKMAN 5/8 REBAR; THENCE S 18°01'06" W A DISTANCE OF 117.37' TO A RUCKMAN 5/8 REBAR; THENCE S 88°05'50" W A DISTANCE OF 548.95' TO THE BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD.

ALSO SUBJECT TO WITH THE RIGHT TO USE THE 30' CHANNELL

LANE, A PRIVATE INGRESS, UTILITY AND DRAINAGE EASEMENT AS SHOWN ON THE CHANNELL DIVISION MAP DATED AUGUST 2, 2026.

TRACT 2

BEING A 6.71 ACRE TRACT LYING IN THE SOUTHEAST QUARTER OF SECTION 17 TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE 2ND PRINCIPAL MERIDIAN, WHISKEY RUN TOWNSHIP, CRAWFORD COUNTY, INDIANA, SAME BEING PART OF THE KEVIN AND LAURA CHANNELL FARM - 2024R-1346, SAME BEING AS COMPOSED BY DAVID J. RUCKMAN PS # 80040393, FROM MAP DATED AUGUST 2, 2026, SAME BEING BOUNDED AS FOLLOWS:

BEGINNING AT A RUCKMAN 5/8 REBAR AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4, AT AN OLD TREE FENCE CORNER; THENCE S 88°47'51" E WITH THE ORIGINAL 1/4 SECTION LINE A DISTANCE OF 182.54' TO A RUCKMAN 5/8 INCH REBAR; THENCE S 55°26'07" E, CROSSING SPEED ROAD A DISTANCE OF 307.19' TO A RUCKMAN 5/8 REBAR; THENCE S 17°45'29" E A DISTANCE OF 253.81' TO A RUCKMAN 5/8 REBAR; THENCE S 30°08'11" W A DISTANCE OF 45.23' TO A POINT IN CENTER OF CHANNELL SPRING BRANCH; THENCE S 49°38'00" W WITH SAID SPRING A DISTANCE OF 459.94' TO A CREEK BOTTOM POINT; THENCE S 65°43'12" W WITH SAID SPRING A DISTANCE OF 75.20' TO AN ANGLE POINT IN THE CHANNELL; THENCE N 76°58'47" W WITH SAID SPRING A DISTANCE OF 92.78' TO A; THENCE N 01°26'07" E WITH CHANNELL FENCE AND WEST LINE A DISTANCE OF 767.10' TO THE BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD AND THE R/W OF SPEED ROAD.

TRACT 3

BEING A 3.33 ACRE TRACT LYING IN THE SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE 2ND PRINCIPAL MERIDIAN, WHISKEY RUN TOWNSHIP, CRAWFORD COUNTY, INDIANA, SAME BEING PART OF THE KEVIN AND LAURA CHANNELL FARM - 2024R-1346, SAME BEING AS COMPOSED BY DAVID J. RUCKMAN PS # 80040393, FROM MAP DATED AUGUST 2, 2026 SAME BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST 1/4 CORNER AT SOUTH ROOT OF 26" MAPLE A RUCKMAN 5/8 REBAR; THENCE S 88°47'51" E WITH OLD TREE LINE ALONG ORIGINAL 1/4 LINE, A DISTANCE OF 182.54' TO A RUCKMAN 5/8 REBAR; THENCE S 88°47'51" E WITH ORIGINAL 1/4 LINE AND SPEED ROAD A DISTANCE OF 706.38' TO A MAGNAIL; THENCE S 05°30'41" W WITH THE CENTER OF CHANNELL LANE A 30' EASEMENT 143.92' TO A MAGNAIL; THENCE S 54°31'04" W WITH SAID LANE A DISTANCE OF 358.51' TO A MAGNAIL; THENCE S 43°33'59" W WITH SAID LANE A DISTANCE OF 77.56' TO A MAGNAIL; THENCE N 69°01'14" W A DISTANCE OF 17.82' TO A RUCKMAN 5/8 REBAR; THENCE N 17°45'29" W A DISTANCE OF 253.81' TO A RUCKMAN 5/8 REBAR; THENCE N 55°26'07" W, CROSSING OVER SPEED ROAD A DISTANCE OF 307.19' TO THE BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD AND THE R/W OF SPEED ROAD.

ALSO SUBJECT TO WITH THE RIGHT TO USE THE CHANNELL LANE A 30' INGRESS, UTILITY AND DRAINAGE EASEMENT SAME BEING AS SHOWN ON THE CHANNELL DIVISION MAP DATED AUGUST 2, 2026.

TRACT 4

BEING A 41.83 ACRE TRACT LYING IN THE SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 2 EAST OF THE 2ND PRINCIPAL MERIDIAN, WHISKEY RUN TOWNSHIP, CRAWFORD COUNTY, INDIANA, SAME BEING PART OF THE KEVIN AND LAURA CHANNELL FARM - 2024R-1346, SAME BEING AS COMPOSED BY DAVID J. RUCKMAN PS # 80040393, FROM MAP DATED AUGUST 2, 2026, SAME BEING BOUNDED AS FOLLOWS:

BEGINNING AT A 1" PIPE AT STONE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 17, THENCE N 01°26'07" E A DISTANCE OF 1005.40' TO A STEEL POST; THENCE N 88°05'50" E A DISTANCE OF 548.95' TO A RUCKMAN REBAR AT FENCE CORNER; THENCE N 18°01'06" E A DISTANCE OF 117.37' TO A RUCKMAN REBAR AT FENCE ANGLE POINT; THENCE N 28°12'15" E A DISTANCE OF 79.14' TO A RUCKMAN REBAR AT FENCE ANGLE POINT; THENCE N 39°26'49" E A DISTANCE OF 61.64' TO A RUCKMAN REBAR AT FENCE ANGLE POINT; THENCE N 09°49'56" E A DISTANCE OF

238.54' TO A RUCKMAN REBAR AT FENCE ANGLE POINT; THENCE N 06°08'05" E A DISTANCE OF 144.59' TO A RUCKMAN REBAR AT FENCE ANGLE POINT; THENCE N 10°19'11" E A DISTANCE OF 275.20' TO A RUCKMAN REBAR AT FENCE ANGLE POINT; THENCE N 38°21'11" W ACROSS THE FIELD A DISTANCE OF 302.23' TO A RUCKMAN REBAR; THENCE N 81°37'08" W A DISTANCE OF 16.40' TO A MAGNAIL IN CENTER OF DRIVEWAY; THENCE N 04°47'22" E WITH THE CENTER OF THE CHANNELL LANE 92.64' TO A MAGNAIL; THENCE N 43°33'59" E WITH SAID LANE A DISTANCE OF 77.56' TO A MAGNAIL; THENCE N 54°31'04" E WITH SAID LANE A DISTANCE OF 358.51' TO A MAGNAIL; THENCE N 05°30'41" E WITH SAID LANE A DISTANCE OF 143.92' TO A MAGNAIL IN SPEED ROAD; THENCE S 88°47'51" E WITH SPEED ROAD AND THE QUARTER SECTION LINE 452.50' TO A MAGNAIL AT EAST 1/4 CORNER; THENCE ENTERING SECTION 16, S 85°47'36" E WITH SPEED ROAD A DISTANCE OF 13.03' TO A MAGNAIL; THENCE N 84°40'08" E WITH SPEED ROAD A DISTANCE OF 22.44' TO A MAGNAIL; THENCE S 03°36'34" W LEAVING SAID ROAD A DISTANCE OF 18.19' TO A 5/8 REBAR (BELL LS); THENCE S 41°44'11" W WITH S FENCELINE A DISTANCE OF 423.40' TO A 5/8 REBAR (BELL LS); THENCE N 87°59'34" W A DISTANCE OF 10.33' TO A 5/8 REBAR, (BELL LS); THENCE S 01°54'20" W A DISTANCE OF 2333.83' TO A 5/8 REBAR, (COPPERWAITE LS); THENCE N 88°12'26" W A DISTANCE OF 1072.70' TO THE BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD AND THE R/W OF THE SPEED ROAD.

ALSO SUBJECT TO WITH THE RIGHT TO USE THE 30' CHANNELL LANE. A PRIVATE INGRESS, UTILITY AND DRAINAGE EASEMENT AS SHOWN ON THE CHANNELL DIVISION MAP DATED AUGUST 2, 2026.

WHEREAS, Grantors desire to create an Ingress/Egress, Drainage and Utility Easement for the benefit of only Tracts one (1) three (3) and four (4), hereinafter, collectively the "Parcels" and the Easement is more particularly described as follows;

CHANNELL LANE 30', INGRESS, UTILITY AND DRAINAGE EASEMENT DESCRIPTION

BEING THE CENTERLINE OF THE EXISTING ASPHALT DRIVEWAY INTO THE CHANNELL FARM; BEGINNING AT A MAG NAIL AT THE NORTHEAST CORNER OF TRACT # 3 IN SPEED ROAD; THENCE S 05°30'41" W A DISTANCE OF 143.92' TO A MAGNAIL;

THENCE S 54°31'04" W A DISTANCE OF 358.51' TO A MAGNAIL;
THENCE S 43°33'59" W A DISTANCE OF 77.56' TO A MAGNAIL;
THENCE S 04°47'22" W A DISTANCE OF 92.64' TO A MAGNAIL;
WHICH IS THE END OF SAID EASEMENT, AS FROM THERE THE
DRIVEWAY CONTINUES SOUTHWARD TO THE HOMEPLACE ON
TRACT # 1.

(the "Easement")

WHEREAS, it is the desire and the intent of the Grantors hereto to set forth and establish the terms and conditions for the joint use and maintenance of the Easement herein above mentioned for the Parcels.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of mutual covenants and agreements hereinafter contained and set forth, and in consideration of the benefits and advantages to be obtained and derived by each of the parties hereto by reason of their joint use and maintenance of the driveway/roadway aforesaid, the parties hereto do mutually promise, covenant and agree as follows:

1. The parties hereby agree to the joint use of the Thirty (30) foot ingress/egress utility and drainage easement as reflected in that survey of David J. Ruckman dated August 2, 2026 to serve and benefit the Parcels.

2. Grantors do hereby convey and grant unto the Parcels the joint use of said Thirty (30) foot ingress/egress, drainage and utility easement over, upon and under the ground of each of the Parcels.

3. Grantors understand by the partition that was done of the real estate conveyed, that the real estate may be sold to other parties in the future, and the agreements contained herein are covenants that run with the land of each of the Parcels thereto or subdivided portions of the Parcels but no others.

4. The Owners of the Parcels agree to share in the maintenance and upkeep of the roadway/driveway, utility and drainage Easement. Grantors further acknowledge that the right of enforcement and collection by one (1) owner against the other shall be to place a lien upon the real estate of the defaulting party for the amount of his/her share and said lien may be enforced as other lien rights are enforced in the State of Indiana. Any party that takes action to enforce another party's failure to pay the required maintenance and upkeep shall be entitled to collect from the breaching party all actual and consequential damages, costs, losses, and expenses (including attorneys' fees, professional fees, court costs and related costs) for such breach and enforcing his or her rights.

5. Each Parcel Owner shall be responsible for a share to be divided equally among the three (3) parcels that the roadway, utility and drainage service. For example, if there are three (3) households that use the roadway, utility and drainage Easement, the cost, fees and other charges related to maintenance shall be split one-third (1/3) each among the adjoining owners.

6. Each party shall to pay within sixty (60) days after the date of notice of the expense, his/her portion of the road maintenance and upkeep expense.

7. Grantors further agree that the Easement created by each of the deeds shall also be for purposes of installation and maintenance of utilities, and drainage to service the real estate.

8. That upon the construction of a residence or other improvement upon any of the Parcels, should damage occur to the roadway/driveway easement, the cost of repairs shall be borne solely by the owner responsible for the construction. This agreement shall not operate as a waiver of that individual to further collect damages from the responsible contractor/party.

9. The covenants and agreements herein contained and set forth shall for all purposes be construed and considered as covenants and agreements running with the title to each of the above-described Parcels, and shall be binding upon the parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals
this _____ day of _____, 2026

KEVIN CHANNELL

LAURA CHANNELL

STATE OF INDIANA)
)SS:
COUNTY OF FLOYD)

Before me, a Notary Public, in and for said County and State, personally appeared KEVIN CHANNELL and LAURA CHANNELL, husband and wife, and acknowledges the execution of the foregoing as his free and voluntary act and deed for the use and purposes mentioned herein.

WITNESS my hand and seal, this ____ day of _____, 2026.

My Commission Expires:

Notary Public

Printed Name

Resident of _____ Co., Indiana

THIS INSTRUMENT PREPARED BY:

JOHN A. KRAFT, Attorney

YOUNG, LIND, ENDRES & KRAFT

126 W. Spring Street

New Albany, IN 47150

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.

By: _____

* This Roadway Maintenance Agreement was prepared without the benefit of a title search.