

#1727

AGREEMENT ON RIGHT-OF-WAY EASEMENT

The undersigned Max E. Hopkins, hereinafter called Grantor, and Steven Joe Hopkins and Karen Kay Hopkins, husband and wife, hereinafter called Grantees, allege and say that on May 15, 1991 Grantor executed a Right-of-Way Easement unto Grantees, said easement being recorded on May 16, 1991 in Miscellaneous Record 96, page 1006 in the Clay County Recorder's Office; that said easement gave Grantees herein the right of way over a certain 4.26 acre tract located in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 32, Township 11 North, Range 6 West, Clay County, Indiana, presently owned by Grantor; that the purpose of said right-of-way easement was to allow Grantees herein access to farm the real estate they own adjoining said 4.26 acre tract on the north and on the south; that the Grantor and Grantees herein hereby agree that said easement shall be used by the Grantees for the sole purpose of a passageway for farm machinery and farm vehicles reasonably necessary to farm their said real estate; that the said Right-of-Way Easement dated May 15, 1991 should be amended to limit its use to said agricultural purposes; and that this agreement shall run with the land, being enforceable against Grantor and Grantees and their successors in interest.

Dated this 12th day of June, 1991.

Max E. Hopkins
Max E. Hopkins, Grantor

Steven Joe Hopkins
Steven Joe Hopkins, Grantee

Karen Kay Hopkins
Karen Kay Hopkins, Grantee

STATE OF INDIANA)
)SS
COUNTY OF CLAY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above Max E. Hopkins, Steven Joe Hopkins, and Karen Kay Hopkins, and acknowledged the execution of the above Agreement this 12th day of June, 1991.

In Witness Whereof I have hereunto affixed my seal.

My Commission expires:
November 5, 1992

Amos P. Thomas
Amos P. Thomas, Notary Public
Clay County Resident

This instrument prepared by Amos P. Thomas, Attorney-at-law, Brazil, IN.

#1387

RIGHT-OF-WAY EASEMENT

RECEIVED FOR RECORD
this 16 day of May 1991
at 9:45 o'clock P.M.
and recorded in M. 1006
Record No. 96 DE 1006

David H. Thomas
RECORDER CLAY COUNTY

The Grantor Max E. Hopkins is the owner of the following described real estate in Clay County, Indiana:

A part of the Northeast Quarter of the Northwest Quarter and a part of the Northwest Quarter of the Northeast Quarter in Section Thirty-two (32), Township Eleven (11) North, Range Six (6) West, more particularly described as follows: beginning at the northwest corner of the East Half of the East Half of the Northeast Quarter of the Northwest Quarter of said Section; thence running south two hundred twenty-five (225) feet; thence running east eight hundred twenty-five (825) feet; thence running north two hundred twenty-five (225) feet; thence running west eight hundred twenty-five (825) feet to the place of beginning, containing 4.26 acres, more or less.

Also, an easement for a roadway on a strip sixteen (16) feet wide off the east side of the following tract: All that part of a strip of equal width, twelve rods and six feet wide off the west side of that part of the Southwest Quarter of the Southeast Quarter of Section Twenty-nine (29), Township Eleven (11) North, Range Six (6) West, lying south of the public highway which runs east and west through said quarter, quarter, containing 3 19/100 acres, more or less. Said easement is for purposes of ingress and egress to the aforesaid 4.26 acre tract.

Grantor obtained said real estate from a certain Warranty Deed dated July 30, 1977 from Steven Joe Hopkins and Karen Kay Hopkins, husband and wife, said deed being recorded in Deed Record 179, page 354 in the Clay County Recorder's office. In said Warranty Deed the Grantors therein do not reserve the right to use said 16 foot wide strip for themselves, although it was intended by the parties. Grantor herein grants unto the said Steven Joe Hopkins and Karen Kay Hopkins, husband and wife, the right to use said Easement, along with Grantor herein, and the successors in interest to Grantor, on the condition that Grantees and their successors in interest shall be equally responsible with Grantor and his successors in interest for the maintenance of said 16 foot wide Easement as long as Grantees and their successors in interest wish to use said Easement.

Grantor herein grants unto the said Steven Joe Hopkins and Karen Kay Hopkins, husband and wife, an additional Easement across the above described 4.26 acre tract to be 24 feet wide extending across said tract from the South end of the above described 16 foot wide Easement and extending Southeasterly across said 4.26 acre tract and running between the garage and barn. However, said Easement would be narrowed to 20 feet in width between said garage and barn. Grantees herein, and their successors in interest, shall be responsible for equal maintenance of said 24 foot Easement with the said Grantor and his successors in interest. Neither party shall incur costs of maintaining said Easement before conferring with the other party, if any such costs are to be shared. No obstructions may be placed on said Easement because such obstructions might prevent ready access by the parties involved. Also, if the said Steven Joe Hopkins and Karen K. Hopkins, or their successors in interest, should cause damages to the premises on said 24 foot Easement, they shall restore the premises at their expense.

Dated this 15th day of May, 1991.

Max E. Hopkins
Max E. Hopkins

STATE OF INDIANA, COUNTY OF CLAY:SS

This day before me, a Notary Public, personally appeared the above named Max E. Hopkins, and acknowledged the execution of the above Easement.

MY COMMISSION EXPIRES:

November 3, 1992

Amos P. Thomas
AMOS P. THOMAS, NOTARY PUBLIC
A resident of Clay County

This instrument was prepared by: Amos P. Thomas, Atty., Brazil, Indiana 47834