

AGREEMENT BETWEEN ADJOINING LANDOWNERS
AS TO DRIVEWAY SPACE

AGREEMENT, made this 1 day of June, 2018, between ALVIN H. SCHULTZ and BONNIE K. SCHULTZ, party of the first part, and MILTON W. FOLD~~IV~~^{IV} and LAURA M. FOLD~~IV~~^{IV}, party of the second part;

WHEREAS, the party of the first part is the owner of a certain parcel of land located in ~~DeKalb~~^{Noble} County, State of Indiana, described as:

See legal description attached as Exhibit "A"

WHEREAS, the party of the second part is the owner of a certain other parcel of land located in ~~DeKalb~~^{Noble} County, State of Indiana, adjoining thereto on the south side thereof, described as:

See legal description attached as Exhibit "A"

WHEREAS, there is a driveway from County Road W. 400 S. to access the real estate owned by party of the first part and party of the second part. See the survey by Donovan Engineering, Inc. dated May 8, 2018, attached; and,

WHEREAS, the parties hereby agree that said driveway space shall be shared in order for each party to have access to their parcel of real estate.

1. Admission of No Right. The parties admit that the driveway space stands upon the said land of the party of the second part.
2. License to Use. The party of the second part agrees that the party of the first part may, without further license on their part, use and enjoy all that portion of the driveway space of the party of the second part which allows access to the property of the second part party.
3. Consideration. In consideration of the foregoing, the party of the first part will pay to the party of the second part the sum of One Dollar (\$1.00), if demanded, as an acknowledgment that the enjoyment of the said land is under this Agreement, and not otherwise.

SURVEYOR'S REPORT

Date: May 8, 2018
Job for: SCHULTZ - FOLDS
Legal Description: 13.442 Acres, Section 23-33-9, Noble County, IN
Address: 1346 W. 400 S. Albion, Indiana

1) In accordance with Title 865, Article 1, Rule 12, Section 1 through 30, of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- A) Degree of Precision and Accuracy;
- B) Variances in the reference monuments;
- C) Discrepancies in record descriptions and plats;
- D) Inconsistencies in lines of occupation;

- i. The acceptable relative positional accuracy of the corners of the subject tract established on this survey is within the specifications for a Suburban Survey as defined in IAC 865.
- ii. No variances in the reference monuments.
- iii. Discrepancies in record descriptions exist as shown on Plat of Survey.
- iv. No inconsistencies in lines of occupation.

The commitment for title insurance was not provided at the time of this report. An abstract or title search may reveal additional information affecting this property. This survey is subject to any facts and or easements that may be disclosed by said full and accurate title search. **Donovan Engineering, Inc.** should be notified of any additions or revisions that may be required.

The survey has been prepared to facilitate the transfer of this property and is not to be used for other purposes without the written permission of **Donovan Engineering, Inc.** Copies of this survey may be used for archival purposes only. This document is not valid without the original hand and seal and full remittance.

2) Distances between property corners confirm to the dimensions on the recorded deed except as shown on Plat of Survey.

A specific type of monument is called for on the recorded deed. Therefore, the survey monuments found can, with reliability, be called original. The boundary lines are established using monuments by common report.

Subsurface and environmental conditions were not examined or considered to be part of this survey.

This survey and report does not investigate the possibility of unwritten rights. It is not the intent of this survey or Professional Surveyor to determine ownership, rights of ownership nor title of the property.

This survey is the opinion of a licensed Professional Surveyor in the State of Indiana as to the actual location of the lines and corners called for on the deed description/plat. This opinion is based on logic, relevant field and research evidence and established Standard of Care.

This survey is part of the parent tract conveyed to Alvin H. and Bonita K. Schultz on December 20, 2002.

The tract consists of the South 10 acres of the main part of the Schultz tract together with one irregular shaped land that connects to County Road West 400 South.

Monuments found are called out on the parent deed and accepted as original corners. An uncertainty exists due to the actual bearings and distance between monuments on some lines do not match the deed calls.

The Southeast property corner is located 2570.33 ft. (measured) West of a Harrison marker found at the Southeast corner of the Southeast Quarter.

The Southwest property corner is located 257.0 ft. (measured & deed) East of a Harrison marker found at the Southwest corner of the Southeast Quarter.

The Southwest property corner is located 1321.11 ft. (measured) East of a the Northwest corner of the South Half of the Southwest Quarter.

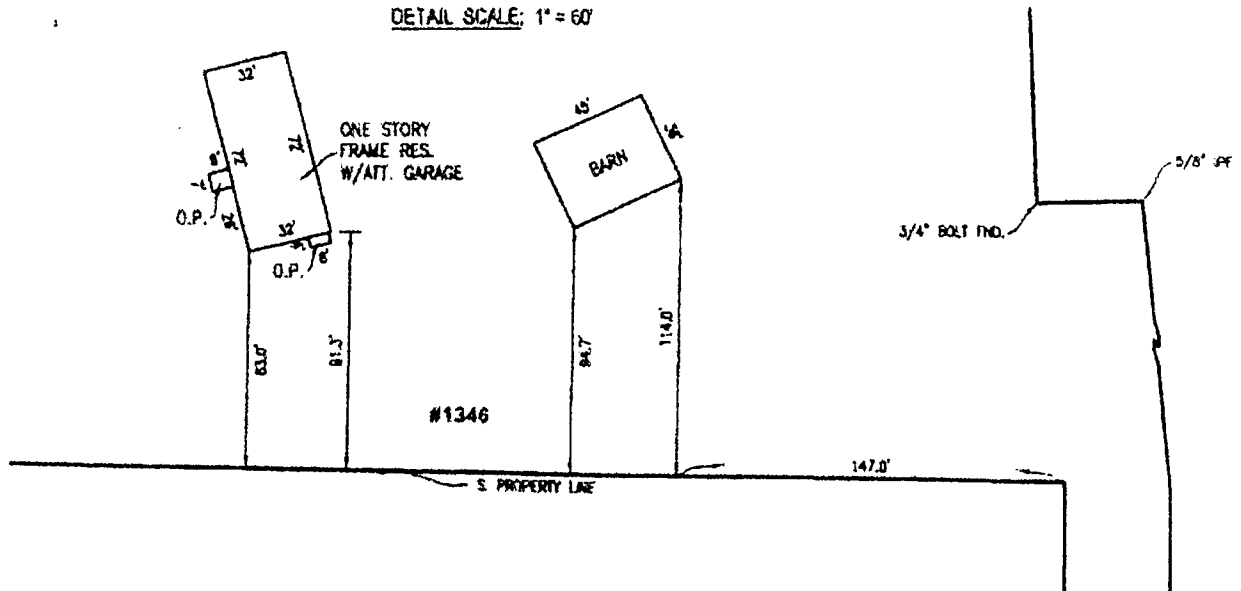
A fence is located along the West property line.

A fence is located along the South property line.

Sheet 2 of 2

DONOVAN ENGINEERING, INC.
3521 Lake Ave. Ste. 2
Fort Wayne, Indiana 46805

DETAIL SCALE: 1" = 60'



LEGAL DESCRIPTION:

Part of the Southwest Quarter and part of the Southeast Quarter of Section 23, Township 33 North, Range 9 East, Noble County, Indiana, more particularly described as follows:

Commencing at a Harrison marker found at the Southwest corner of the Southwest Quarter of Section 23, Township 33 North, Range 9 East, Noble County, Indiana; thence South 89 degrees 25 minutes 50 seconds East (recorded bearing and basis for this description) along the South line of the Southwest Quarter of Section 23 a distance of 2641.62 feet to Harrison marker found at the Southwest corner of the Southwest Quarter and the Southwest corner of the Southeast Quarter in Section 23; thence North 90 degrees 00 minutes East along the South line of the Southwest Quarter of Section 23 a distance of 257.0 feet to the POINT OF BEGINNING; thence North 90 degrees 00 minutes East along the South line of the Southeast Quarter of Section 23 a distance of 115.0 feet; thence North 02 degrees 51 minutes 40 seconds West (North 03 degrees 30 minutes West, recorded) a distance of 279.3 feet (277.7 feet, recorded) to a bolt; thence North 25 degrees 53 minutes West (North 26 degrees 00 minutes West, recorded) a distance of 254.6 feet (254.2 feet, recorded) to a bolt; thence North 38 degrees 32 minutes West (recorded North 38 degrees 45 minutes West, recorded) a distance of 202.6 feet (203.5 feet, recorded) to a T-bar; thence North 02 degrees 41 minutes West (North 02 degrees 40 minutes West, recorded) a distance of 361.9 feet (361.3 feet, recorded) to a bolt; thence South 90 degrees 00 minutes West a distance of 75.72 feet to a 5/8 inch diameter iron pin, said point being 40.0 feet East of the West line of the Southwest Quarter of Section 23; thence North 00 degrees 40 minutes West a distance of 300.71 feet (309.0 feet, recorded) to a 5/8-inch diameter iron pin; thence North 06 degrees 01 minutes West (North 00 degrees 40 minutes West, recorded) a distance of 187.5 feet to a 5/8-inch diameter iron pin; thence South 88 degrees 23 minutes West (South 89 degrees 20 minutes West, recorded) a distance of 40.0 feet to a bolt; thence North 02 degrees 37 minutes West (North 02 degrees 20 minutes West, recorded) a distance of 150.8 feet to a 5/8-inch diameter iron pin; thence North 89 degrees 43 minutes 02 seconds West a distance of 1301.2 feet to a 5/8-inch diameter iron pin; thence South 00 degrees 53 minutes East (South 01 degrees 20 minutes East, recorded) a distance of 330.3 feet to a 1/2-inch diameter iron pin; thence South 89 degrees 29 minutes 22 seconds East (North 88 degrees 45 minutes East, recorded) a distance of 1322.68 feet (1310.87 feet, recorded) to a 5/8-inch diameter iron pin said point being on the East line of the Southwest Quarter of Section 23; thence South 00 degrees 40 minutes East along the West line of the Southeast Quarter and the East line of the Southwest Quarter of Section 23 a distance of 707.45 feet to an open ditch; thence South 42 degrees 57 minutes 30 seconds East along said centerline a distance of 199.9 feet; thence South 26 degrees 36 minutes East along said centerline a distance of a distance of 280.0 feet; thence South 00 degrees 40 minutes East along said centerline a distance of 225.0 feet to the point of beginning, containing 13.442 acres.

SUBJECT TO:

A forty foot wide ingress and egress easement lying West, South and adjacent to the following described line:

Part of the Southwest Quarter and part of the Southeast Quarter of Section 23, Township 33 North, Range 9 East, Noble County, Indiana, more particularly described as follows:

Commencing at a Harrison marker found at the Southwest corner of the Southwest Quarter of Section 23, Township 33 North, Range 9 East, Noble County, Indiana; thence South 89 degrees 25 minutes 50 seconds East (recorded bearing and basis for this description) along the South line of the Southwest Quarter of Section 23 a distance of 2641.62 feet to a Harrison marker found at the Southwest corner of the Southwest Quarter and the Southwest corner of the Southeast Quarter in Section 23; thence North 90 degrees 00

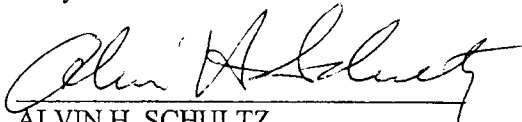


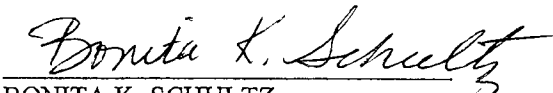
4. Removal of Driveway Space. The party of the first part and the party of the second part hereby agree that in the event said driveway space is ever removed, or rebuilt, then this Agreement shall terminate and the driveway space may only be rebuilt by either party on the said party's respective property.

5. Covenant to Run With Land. The burden and benefit of this Agreement are intended, so far as may be, to attach and run with the said premises of the party of the first part and the party of the second part, respectively.

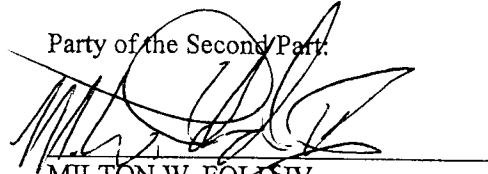
IN WITNESS WHEREOF, the party of the first part and party of the second part have hereunto set their hands and seals the day and year first above written, not only for themselves, but their successors in title on which this agreement shall be binding.

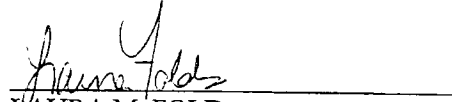
Party of the First Part:


ALVIN H. SCHULTZ


BONITA K. SCHULTZ

Party of the Second Part:


MILTON W. FOLDS


LAURA M. FOLDS

STATE OF INDIANA, COUNTY OF DEKALB, SS:

Before me, a Notary Public in and for said state and county, this ____ day of _____, 2018, personally appeared ALVIN H. SCHULTZ and BONITA K. SCHULTZ, party of the first part herein, and acknowledged the execution of the foregoing Agreement as to Driveway Space to be their free act and deed.

Witness my hand and notarial seal.

My commission expires:

_____, Notary Public
Resident of _____ County