

INDEXED

200500004232
 Filed for Record in
 GREENE COUNTY, INDIANA
 RAE DELLA CRAVENS
 08-09-2005 At 08:18 am.
 EASEMENT 14.00
 OR Book 51 Page 505 - 507

EASEMENT

Instrument Book Page
 200500004232 OR 51 505

This agreement entered into the 28 day of JUNE, 2005, between the City of Linton, Indiana, herein City, and First Baptist Church of Linton Indiana, herein Church.

Whereas, Church is the owner is of property specifically described as:

A part of Section 13 in Township 7 North, Range 7 West, described as follows: Beginning at a point 135.5 feet east of the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 13, Township 7 North, Range 7 West; thence North 89 degrees 49 minutes East 390.00 feet; thence South 1155.00 feet; thence North 85 degrees 22 minutes 56 seconds West 391.27 feet on and along the center line of State Highway No. 54; thence North 1122.25 feet to the point of beginning, containing 10.19 acres, more or less.

Whereas, the City and the Church desire an easement for ingress and egress twenty-five (25) feet wide for the use and benefit of both the Church and the City.

Whereas, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Church does hereby grant to the City a perpetual easement for ingress and egress specifically described as:

A 25 feet wide, ingress and egress easement be 12.5 feet on each side of the following described center line; A part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 7 North, Range 7 West, of the Second Principal Meridian, Stockton Township of Greene County, Indiana more particularly described as follows: Commencing at a rebar with cap engraved James Tibbett RLS 80910029 and hereon referred to as a monument, marking the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 13; thence South 89 degrees 57 minutes 00 seconds East along and with the north line of said Quarter-Quarter a distance of 135.5 feet to a monument; thence South 00 degrees 06 minutes 30 seconds West a distance of 507.72 feet to a railroad spike; thence continuing South 00 degrees 06 minutes 30 seconds West, passing

NO TRANSFER NECESSARY
 DAVID L. BAILEY
 GREENE CO. AUDITOR
 DATE 8-9-05

through a rebar with no cap at 573.85 feet , and distance of 613.85 feet to the center line of State Road 54; thence South 85 degrees 16 minutes 46 seconds East along and with the center line of said road a distance of 195.97 feet to the POINT OF BEGINNING of the center line of this easement; thence North 00 degrees 55 minutes 10 seconds East a distance of 93.30 feet; thence along a curve to the right having the following curve data, radius of 29.09 feet, long chord bearing of North 37 degrees 52 minutes 30 seconds East, long chord length of 34.21 feet, along the arc length of 36.57 feet; thence South 89 degrees 27 minutes 35 seconds East a distance of 93.43 feet; thence along a curve to the left having the following curve data, radius of 35.25 feet, long chord bearing of North 46 degrees 18 minutes 28 seconds East, long chord length of 41.47 feet, along an arc length of 44.34 feet; thence North 01 degrees 05 minutes 24 seconds East a distance of 34.64 feet; thence North 02 degrees 28 minutes 15 seconds West a distance of 444.17 feet to the south line of the 4.56 acre construction parcel; thence North 02 degrees 11 minutes 31 seconds East a distance of 184.97 feet; thence along a curve to the right having the following curve data, radius of 46.72 feet, long chord bearing of North 35 degrees 05 minutes 45 seconds East, long chord length of 45.22 feet, along an arc of 47.20 feet; thence North 87 degrees 03 minutes 52 seconds East a distance of 35.84 feet to the east line of said 4.56 acre parcel, said point being the point of terminus of said center line. Strip sidelines are lengthened or shortened in order to terminate on the south and east line of Deed Record 248 Page 217, and to meet at angle points.

DEED REFERENCE: Book 248, Page 217

Said grant of an easement is made on the following terms and conditions:

1. The easement will be used for egress and ingress by the Church and the City.
2. The easement, which constitutes a driveway, is currently in existence and will be maintained by the Church.

- 3. The Church will forever warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.
- 4. These easements and the covenants herein contained shall run with the land and inure to and be binding upon the successors in title of the Respective Parties.

Witness our hands this 28 day of June, 2005.



DONNIE R. SLOAN
CHAIRMAN OF THE BOARD OF TRUSTEES
FIRST BAPTIST CHURCH
LINTON, INDIANA

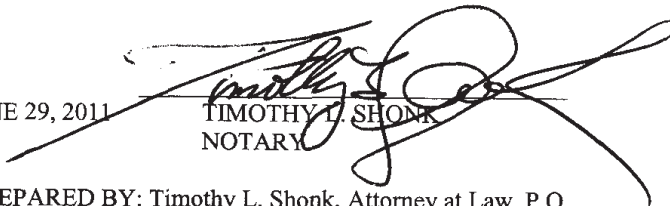
STATE OF INDIANA)
COUNTY OF GREENE)
)

Before me, the undersigned, a Notary Public in and for said County and State, June 28, 2005, personally appeared DONNIE R. SLOAN, CHAIRMAN OF THE BOARD OF TRUSTEES, whom swore to the truth of the representations set forth above and acknowledged the execution of the above and foregoing Easement to be a free and voluntary act on behalf of the First Baptist Church of Linton, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

RESIDENCE: GREENE CO

COMMISSION EXPIRES: JUNE 29, 2011


TIMOTHY L. SHONK
NOTARY

THIS INSTRUMENT WAS PREPARED BY: Timothy L. Shonk, Attorney at Law, P.O. Box 162, Linton, Indiana 47441. Attorney No. 23373-28.