

INGRESS AND EGRESS EASEMENT AGREEMENT

THIS INGRESS AND EGRESS EASEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2026, by and between the Town of Lapel, Indiana, an Indiana municipal corporation ("Grantor"), and John W. Hershberger and Bonnie L. Hershberger, husband and wife ("Grantees").

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Madison County, Indiana.

WHEREAS, Grantees own the adjacent real property commonly known as 316 Woodward Street, Lapel, Indiana.

WHEREAS, Grantees have requested a permanent ingress and egress easement across a portion of Grantor's property to provide access to their property.

WHEREAS, The Lapel Park Board has reviewed the request and recommended approval.

WHEREAS, The Town Council has determined that granting the easement is in the best interests of the Town and has authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement

Grantor hereby grants and conveys unto Grantees, their heirs, successors, and assigns, a perpetual, non-exclusive easement for ingress and egress over the property described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein. The easement shall be used solely for pedestrian and vehicular access to and from the Grantees' property.

2. Permitted Use

The easement may be used only for vehicular ingress, vehicular egress, pedestrian access, and reasonable incidental uses necessary for access. No other use is permitted without the Town's prior written approval.

3. Ownership

Grantor retains full ownership of the property subject to the easement. Except for the rights expressly granted herein, no ownership interest is conveyed.

4. Nonexclusive Easement

This easement is nonexclusive. Grantor reserves the right to use the easement area for any lawful purpose that does not materially interfere with Grantees' reasonable use of the easement.

5. Maintenance

Grantees shall, at their sole expense, construct any driveway improvements, maintain the driveway, repair damage caused by their use, remove snow and ice as desired, and maintain the easement in a reasonably safe condition. The Town shall have no duty to maintain or repair the easement area.

6. Improvements

Grantees shall not widen the easement, construct buildings, install permanent structures, place fences, install utilities, or materially alter drainage without the Town's prior written approval.

7. Utilities

The Town reserves the right to install, repair, replace, relocate, and maintain public utilities within the easement area and shall use reasonable efforts to minimize disruption.

8. Indemnification

To the fullest extent permitted by law, Grantees shall indemnify, defend, and hold harmless the Town, its officers, employees, Park Board members, and agents from claims arising from Grantees' use or maintenance of the easement, except to the extent caused by the Town's negligence or willful misconduct.

9. Liability

Use of the easement is at Grantees' own risk. Nothing herein waives any protections under the Indiana Tort Claims Act.

10. No Public Dedication

This easement is solely for the benefit of the Grantees and their successors and assigns and is not dedicated to public use.

11. Running With the Land

This easement runs with the land and binds and benefits the parties and their successors and assigns.

12. Attorney's Fees

In the event either party institutes legal proceedings to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and other expenses incurred in such proceeding, as determined by a court of competent jurisdiction.

GRANTORS:

TOWN OF LAPEL, INDIANA

By: _____

Chad Blake
President, Town Council

Attest:

Teresa Retherford
Clerk-Treasurer

GRANTEES:

John W. Hershberger

Bonnie L. Hershberger

STATE OF INDIANA)
)SS:
COUNTY OF MADISON)

Before me, a Notary Public in and for said County and State, personally appeared Chad Blake, Lapel Town Council President, Madison County, Indiana, who acknowledged the execution of the foregoing document and who, having been duly sworn, stated the representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

(Notary Seal)

(Notary Signature)

STATE OF INDIANA)
)SS:
COUNTY OF MADISON)

Before me, a Notary Public in and for said County and State, personally appeared John W. Hersberger, who acknowledged the execution of the foregoing document and who, having been duly sworn, stated the representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

(Notary Seal)

(Notary Signature)

STATE OF INDIANA)
)SS:
COUNTY OF MADISON)

Before me, a Notary Public in and for said County and State, personally appeared Bonnie L. Hersberger, who acknowledged the execution of the foregoing document and who, having been duly sworn, stated the representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2026.

(Notary Seal)

(Notary Signature)

I AFFIRM, UNDER THE PAINS AND PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. /s/ William A. Cain

This instrument prepared by: William A. Cain/#39636-32, GRAHAM, FARRER & WILSON, PC,
1601 S. Anderson St., P. O. Box 494, Elwood, Indiana 46036

Exhibit A

LAND DESCRIPTION EXHIBIT

PROPOSED INGRESS / EGRESS LAND DESCRIPTION

A parcel of ground for the purpose of an Ingress / Egress Easement, being part of the Southeast Quarter of Section 28, Township 19 North, Range 6 East of the Second Principal Meridian, Town of Lapel, Stony Creek Township, Madison County, Indiana, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 1 in Catherine Miller's First Addition to the Town of Lapel, the plat of which is recorded in Plat Book 9, Page 97 in the Office of the Recorder of Madison County, Indiana; thence South 90° 00' 00" West along the Westerly prolongation of the North line of said Lot 1, a distance of 158.00 feet to the Northwest corner of a parcel of ground conveyed to John W. Hershberger and Bonnie L. Hershberger in Instrument # 2024R009896, said point being the **POINT OF BEGINNING**; thence South 00 degrees 57 minutes 00 seconds West along the West line of said Instrument # 2024R009896, a distance of 75.00 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 20.00 feet; thence North 00 degrees 57 minutes 00 seconds East, a distance of 75.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 20.00 feet to the **POINT OF BEGINNING**.

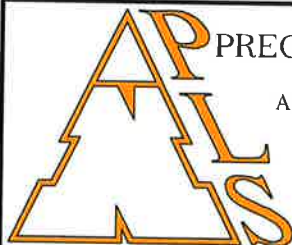
THIS IS NOT A BOUNDARY SURVEY

This is to certify that the above description / drawing was prepared by me from measurements, deeds and other information furnished by others. The undersigned assumes no liability for erroneous information furnished by others and only certifies correctness of description and not location of parcel described / drawn. Owner assumes total responsibility upon accepting above description / drawing.

Keith Van Wienen

Keith Van Wienen, PLS
Indiana Reg. No. 20500018

Ordered By: John Hershberger
316 Woodward Street
Lapel, Indiana 46051



PRECISE LAND SURVEYING
920 MAIN STREET
ANDERSON, INDIANA 46016

LAND DESCRIPTION EXHIBITS
SURVEYOR LOCATION REPORTS
SUBDIVISION & LAND PLANNING
ALTA / NSPS LAND TITLE SURVEYS
RETRACEMENT & ORIGINAL SURVEYS
PHONE (765) 641-1997
WWW.PRECISELS.COM



JOB NUMBER:
2026 - 142

SCALE:
1" = 30'

DATE:
6/25/2026

DRAWN BY:
KBV

CHECK BY:
KBV

SHEET NUMBER

1
OF 2

INGRESS / EGRESS EASEMENT EXHIBIT FOR HERSHBERGER / TOWN OF LAPEK, BEING A PART OF THE SE 1/4 OF SEC. 28, T. 19 N., R. 6 E., TOWN OF LAPEL, STONY CREEK TOWNSHIP, MADISON COUNTY, INDIANA

Exhibit B

"WARRANTY DEED"
TOWN OF LAPEL
(DEED RECORD 588, PAGE 750)

N 90° 00' 00" W
20.00'

N 00° 57' 00" E
75.00'

20' PROPOSED
INGRESS / EGRESS EASEMENT

25.00'
5 00' 57' 00" W

184

"EQUIT CLAIM DEED"
JOHN W. & BONNIE L. HERSHBERGER
(INSTRUMENT # 2014000864)

POINT OF
BEGINNING

144

62

M 30° 00' 00" E
20.00'

WOODWA

5 30' 00' 00" W
136.00'

POINT OF COMMENCEMENT

Madison

184

14' ALLEY

E 3rd St

33

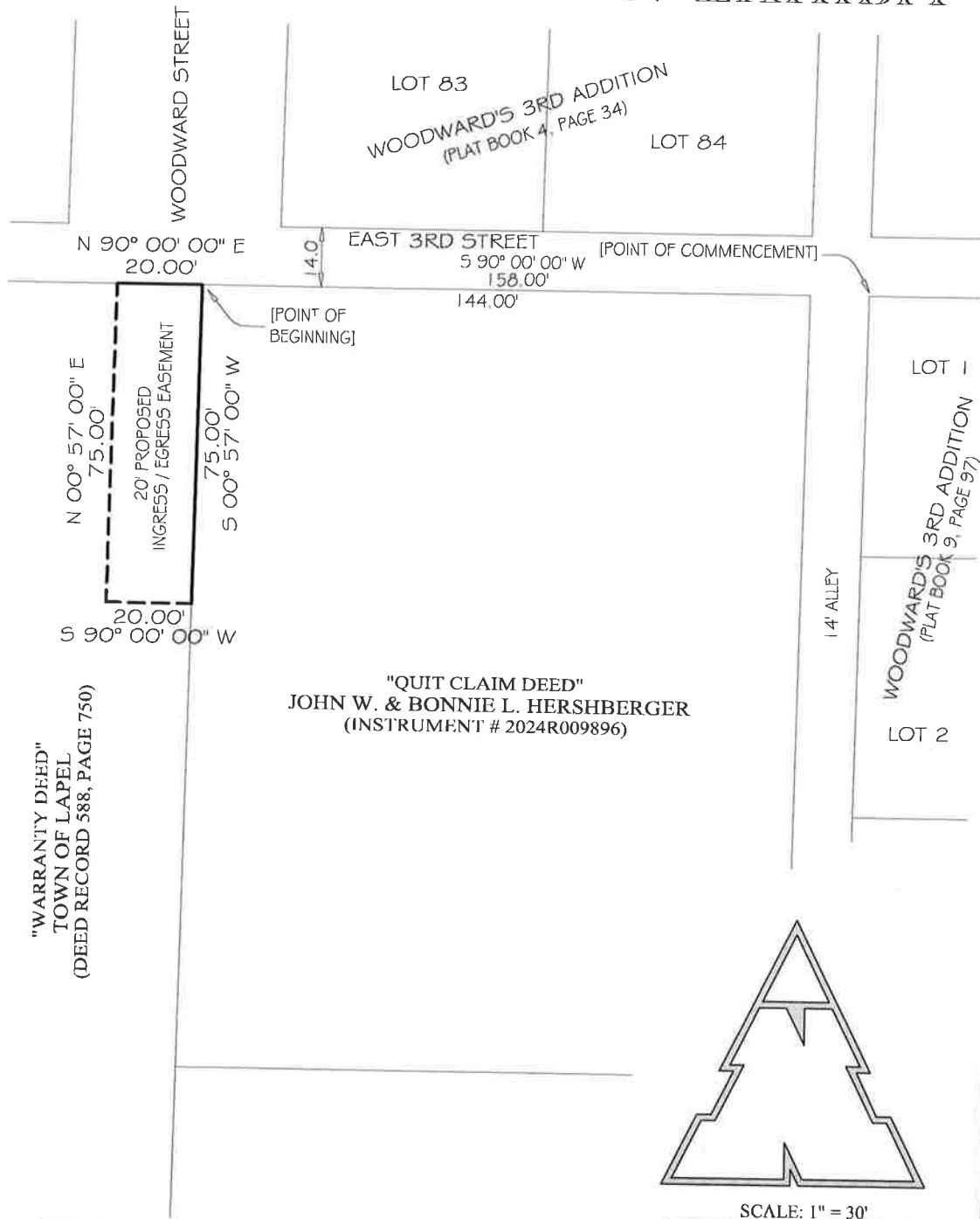
LOT 2
61.33

WOODWARD'S 3RD ADDITION
(PLAT BOOK 9, PAGE 37)

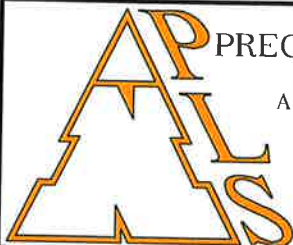
61.34

LOT 1

LAND DESCRIPTION EXHIBIT



* NOTE:
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED
AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY,
A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.



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INDIANA SOCIETY
OF PROFESSIONAL
LAND SURVEYORS
MEMBER

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2026 - 142

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1" = 30'

DATE:
6/25/2026

DRAWN BY:
KBV

CHECK BY:
KBV

SHEET NUMBER

2
OF 2

INGRESS / EGRESS EASEMENT EXHIBIT FOR HERSHBERGER / TOWN OF
LAPEL, BEING A PART OF THE SE 1/4 OF SEC. 28, T. 19 N., R. 6 E., TOWN
OF LAPEL, STONY CREEK TOWNSHIP, MADISON COUNTY, INDIANA