

**RECIPROCAL EASEMENT
AND MAINTENANCE AGREEMENT**

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made this 5th day of November 2020, by and between INDIANA UNIVERSITY FOUNDATION, INC., an Indiana non-profit corporation ("IU Foundation") and John K. Getty and Emily Getty, (f/k/a John K. Getty and Emily Didelot) collectively, "Getty", and together with IU Foundation, and their respective heirs and assigns hereinafter referred to as "Owners").

WITNESSETH:

WHEREAS, by virtue of Deed dated August 13, 2019 and filed of record as Instrument No. 201912056 in the office of the Recorder of Floyd County, Indiana, IU Foundation acquired title to certain real property situated off Spickert Knob Road in Floyds Knobs, Floyd County, Indiana, a portion of which is identified as Tract 1, Tract 3 and Tract 4 on Exhibit A and herein, attached hereto and made a part hereof (hereinafter Tract 1, Tract 3 and Tract 4 collectively referred to as the "IUF Property");

WHEREAS by virtue of Deed dated December 27, 2012, and filed of record as Instrument No. 201301502 in the office of the Recorder of Floyd County, Indiana, Getty acquired title to certain real property situated off of Chalet Lane, Floyds Knobs, Floyd County, a portion of which is shown on Exhibit A (hereinafter referred to as the "Getty Property", and together with the IUF Property, hereinafter collectively referred to as the "Property");

WHEREAS the Getty Property is served by a private roadway known as Chalet Lane, which runs through the IUF Property as shown on Exhibit A which also serves as the access for the house currently situated upon the IUF Property to Spickert Knob Road;

WHEREAS the IU Foundation desires to divide the IUF Property into multiple residential tracts which will be served by Chalet Lane;

WHEREAS Owners now desire to establish certain easements for the benefit of the Property for ingress, egress, and utility usage, in accordance with the provisions hereof.

NOW, THEREFORE, for and in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners do hereby agree and declare as follows:

1. **Reciprocal Access.** Owners hereby mutually declare, grant, convey and establish for the mutual benefit of each owner of the Property or any part thereof a perpetual, non-exclusive easement (the "Access Easement") for purposes of ingress, egress, and cross access, over, upon and across that portion of the Property shown on Exhibit A as "Chalet Lane" (the "Easement Area") to be used and enjoyed by the owners of all or any part of the Property, and such owners' successors, assigns, tenants, licensees, customers, employees, agents, guests and invitees. It is intended that said Access Easement

shall be used for access to Spickert Knob Road, subject to the provisions of this Agreement, and shall include the right to freely pass on foot and/or by vehicle for all lawful purposes. Notwithstanding the foregoing, this Agreement shall not be deemed to constitute an easement for parking on any portion of the Easement Area. Further, nothing in this Agreement shall be deemed to constitute a grant of reciprocal parking rights or interests.

2. Reciprocal Utility Easement. Owners do hereby mutually declare, grant, convey and establish for the mutual benefit of each owner of the Property or any part thereof, a perpetual, non-exclusive easement (the "Utility Easement," and together with the Access Easement hereinafter collectively referred to as the "Easement") over, upon, and across, the Easement Area (as defined in Paragraph 1 above), for purposes of providing, maintaining, repairing and replacing electric, sewer, water, cable and other utility services from and to the Getty Property and the IUF Property, or portion thereof, to be used and enjoyed by the owners of all or any part of the Property, and such owners' successors, assigns and mortgagees.

3. Reservation of Rights. Owners reserve with respect to any portion of the Property now or hereafter owned by each: (i) the free use thereof in any manner not inconsistent with the terms of this Agreement, (ii) the right to grant similar non-exclusive easements to any person at any time, and (iii) the right to assign, grant or convey other rights not inconsistent with the terms of this Agreement to any person at any time. Notwithstanding any other provision of this Agreement to the contrary, any landscaping, curbing, parking space, or other site feature located within the Easement Area as of the execution of this Agreement may remain in its location as of the execution of this Agreement, and it may continue to be maintained by the owner of that property. Even though such features may be located in the Easement Area, they may only be removed with the consent of the owner of the property on which they are located.

4. Limitations on Use of Easement. The Easement shall be used with due regard for the rights of the owners, tenants, licensees, and invitees of each parcel comprising the Property, and any parts thereof, and no person shall use or permit the use of the Easement Area in any manner which impairs the rights of others to its use. With respect to the Access Easement, no person shall park or store vehicles upon the Easement Area, nor shall any person store other personal property on, or obstruct or encroach upon, nor permit the obstruction of or encroachment upon, the Easement Area in any manner whatsoever without the concurrence of the other owner(s) entitled to use of the Easement Area, except temporarily as necessary for maintenance and repair. With respect to the Utility Easement, the exact location of the easement granted herein shall be five feet on each side of the existing utility lines serving the Property, and no person shall dig, remove, obstruct or otherwise encroach upon nor permit the obstruction, destruction or encroachment upon the Easement Area in any manner whatsoever without the concurrence of the owner or owners benefitted by the utility line.

5. Maintenance of Easement Area. The owner of Tract 1 shall be entitled and obligated to maintain the surface of the Easement Area, subject to reimbursement for the costs associated with maintaining the surface of the Easement Area. Provided that the then owner of Tract 1 first gives the then owners of the Getty Property, Tract 3 and Tract 4 written notice of its intention to perform maintenance on the Easement Area, the then owners of the Getty Property, Tract 3 and Tract 4 shall be responsible for reimbursing the owner of Tract 1 an amount equal the pro-rata portion of maintenance costs for each such lot. The owner of Tract 1 shall be entitled to reimbursement for maintenance without prior notice of such maintenance if the amount to be reimbursed does not exceed \$300 per

owner within a six month period. For purposes of this Agreement, the pro-rata obligations for maintenance shall be as follows:

| | |
|----------------|---------|
| Tract 1 | 25.00%; |
| Tract 3 | 25.00%; |
| Tract 4 | 25.00%; |
| Getty Property | 25.00%; |

Any owner or owners of two or more buildable lots may also, with 30 days' written notice, perform maintenance and seek reimbursement at the pro-rata reimbursement levels set forth herein, pursuant to the same requirements as set forth above which would otherwise apply to the owner of Tract 1.

Notwithstanding the foregoing, each owner of any portion of the Property shall be responsible for repair to the Easement Area caused by the acts of such owner or its employees, contractors, guests, agents, invitees, and licensees, other than normal wear and tear. Such repair shall not be subject to reimbursement, except for reimbursement from other parties or their employees, contractors, guests, agents, invitees and licensees, whose acts contributed to the damage requiring repair in excess of normal maintenance.

6. Additional Remedies. Should the owner of Tract 1 fail to maintain and repair the Easement Area to the standard required by this Agreement, the applicable township or county government, upon not less than 30 days' notice of finding such failure to the owner of Tract 1 (pursuant to the notice requirements of this Agreement under Paragraph 5), may institute legal action against the Tract 1 owner for specific performance. The township or county government shall not be entitled to reimbursement for its attorney fees resulting from such legal action. Should any individual owner fail to maintain and repair the Easement Area following damage caused by the act of such owner or its employees, contractors, guests, agents, invitees or licensees, other than normal wear and tear, any of the Owners may, after giving 30 days' notice, cause such maintenance and repairs to be done and shall then be entitled to reimbursement for materials and/or service fees.

7. Subsequent Purchasers or Transferees. In the event of any sale or transfer of the Property, or any parts thereof, the seller or transferor shall be freed and relieved of all covenants and obligations hereunder with respect to that portion of the parcel sold and it shall be construed without further agreement between the other owner(s) that the purchaser or transferee in any such sale or transfer has assumed and agreed to carry out any and all covenants and obligations of such owner relating to the parcel acquired by such purchaser or transferee accruing from and after the date of sale or transfer; including, without limitation, the obligation to pay the maintenance reimbursement costs pertaining to the parcel acquired by such purchaser or transferee. If any of Tract 1, Tract 3, Tract 4 or the Getty Property are later divided into more than one buildable lot, the pro-rata obligations set forth in Paragraph 5 above shall be reallocated into percentages such that each buildable lot shall be responsible for an equal share of the total cost. The owner of Tract 1 (or, if Tract 1 is later subdivided, the portion of Tract 1 upon which a house is shown on the attached Exhibit A) shall also continue to be entitled and obligated to maintain the surface of the Easement Area as set forth in Paragraph 5 above, subject to reimbursement as set forth herein.

8. Personal Liability. No individual, member of a joint venture, tenant in common, firm, limited liability company, corporation or partnership, general or limited, which may be the owner of any

successor in interest to such owner, shall be subject to personal liability with respect to any of the covenants or conditions of this Agreement. The other owner(s) shall look solely to the equity of such owner in the Property, or any part thereof, as the case may be, and the rents, issues and profits derived therefrom, for the satisfaction of the remedies of the other owner(s) in the event of any breach by such owner. If such owner shall fail to perform any covenant, term or condition of this Agreement upon such owner's part to be performed and, as a consequence of such default the other owner(s) shall recover a money judgment against such owner, such judgment shall be satisfied only out of the proceeds of sale received upon the execution of such judgment and levy thereon against the right, title and interest of such owner in the parcel owned by such owner and out of the rents or other income from such parcel receivable by such owner or out of the consideration received by such owner from the sale or disposition of all or any part of such owner's rights, title and interest in such parcel, and neither such owner nor any of its partners, members, beneficiaries, officers, directors, venturers, shareholders or affiliates entities shall be personally liable for any deficiency.

9. Modification in Writing. It is specifically declared by Owners that neither this Agreement nor any rights, benefits, duties or obligations created or established herein can be released, terminated, modified, supplemented, amended or waived except pursuant to any instrument in writing executed by the then owners of ninety percent of the all owners of the Property at the time of such amendment, release, modification or termination..

10. Covenants Running With the Land. This Agreement and the easements, covenants and restrictions declared herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the owners of the Getty Property, Tract 1, Tract 3 and Tract 4, and their respective transferees, successors and assigns, and all mortgagees and other claimants of, in or to the Property and shall inure to the benefit of and be enforceable by the owner of any portion of the Property, and its transferees, mortgagees, successors and assigns. The Easement shall be deemed appurtenant to the Property and shall be perpetual unless otherwise expressly provided herein. For any portion of the Easement Area, the applicable servient tenement shall be deemed to be the lot upon which that portion of the Easement Area is situated as shown on Exhibit A, and the remaining among the Getty Property, Tract 1, Tract 3 and Tract 4 shall each be a dominant tenement. Each servient tenement property owner shall be responsible for all property taxes and insurance for its respective property.

11. Headings. The headings herein are for convenience and reference only and are not intended to in any way define or limit the scope and content of this Agreement or to in any way affect its provisions.

12. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

13. Condemnation. If the Easement Area or any part thereof shall be acquired by any authority having power of eminent domain, whether directly pursuant to such power or under threat of use of such power, this Agreement shall terminate with respect to that portion of the Easement Area taken as of the date when possession is taken by the acquiring authority. All proceeds and damages resulting from such acquisition shall belong to and be the property of the fee simple title holder of the real property taken. The entire compensation from such acquisition shall belong to the fee simple title

holder of the property taken without any deductions therefrom for any present or future easement estate or interest of the other owners of the Property, and each owner of any portion of the Property hereby assigns to the other owners of the Property, all their respective right, title, and interest in and to any and all such compensation. Provided, that each owners of any portion of the Property shall have the right to claim and recover from such acquiring authority, but not from any other Property owner, such compensation as may be separately awarded or recoverable by such party in its own right on account of any and all damages to such party's business by reason of such acquisition, business Interruption or displacement.

14. Estoppel Certificate. Within ten (10) days after request therefor by any owner of a portion of the Property, or in the event of any sale, assignment or hypothecation of any portion of the Easement Area, the remaining owners shall be obligated to deliver a recordable certificate to the other Property owners, or to any proposed mortgagee or purchaser, certifying that this Agreement is in full force and effect and that there are no defaults thereunder, or defenses thereto, if such be the case, or stating those claimed by such party.

15. Indemnity. Each owner of the Property, or any part thereof, by undertaking to enjoy the rights granted by this Agreement shall be deemed to have jointly and severally agreed to defend, hold harmless and indemnify the other owners of the Property from and against any and all liability resulting from the acts and work performed by such owner, its agents, employees or designees in, under, or around the Easement Area within each respective owner's parcel of the Property.

16. Enforcement. If any owner of the Property, or any part thereof, shall violate or attempt to violate any of the covenants or restrictions contained herein, any other person or persons having a vested, legal or equitable interest in any of the Property, shall have the right and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and to prevent said person or persons from so doing and to recover damages for such violation, including expenses of litigation, mediation, arbitration or other voluntary or involuntary enforcement process, which shall include reasonable attorney's fees incurred by the prevailing party, whether by order of court or by compromise.

[Signature Pages Follow]

EXECUTED as of the day and year set for above.

"IU FOUNDATION"

INDIANA UNIVERSITY FOUNDATION, INC.,
an Indiana non-profit corporation

WITNESS SIGNATURE:



PRINTED NAME OF WITNESS:

Patrick McAvera

By: 

Name: John A. White

Title: Asst

and

WITNESS SIGNATURE:



PRINTED NAME OF WITNESS:

Patrick McAvera

By: 

Name: Gregory D. Stangor

Title: EVF

IU FOUNDATION FIRST SIGNER NOTARY AND WITNESS CERTIFICATE:

STATE OF INDIANA

COUNTY OF Monroe

BEFORE ME, the undersigned, a Notary Public, in and for the above-named County and State, this 5 day of November, 2020, personally appeared John A. White, as Att of Indiana University Foundation, Inc., an Indiana non-profit corporation, and acknowledged the execution of the foregoing Agreement on behalf of said non-profit corporation.

WITNESS my hand and notarial seal.

My Commission expires:

August 5, 2023

Commission No.: 1069649

STATE OF INDIANA)

) SS:

COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Patrick McLean [Witness's Name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by John White, as Att of Indiana University Foundation, Inc., an Indiana non-profit corporation [Grantor's or other Signer's Name] in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction. Witness my hand and Notarial Seal this 5 day of November, 2020.

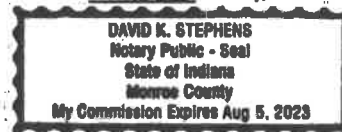
My Commission Number: 1069649

My Commission Expires: August 5, 2023

Notary Public

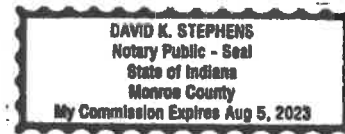
Printed Name

Resident of Monroe County, Indiana



Notary Public

Printed Name



IU FOUNDATION SECOND SIGNER NOTARY AND WITNESS CERTIFICATE:

STATE OF INDIANA

COUNTY OF Monroe

BEFORE ME, the undersigned, a Notary Public, in and for the above-named County and State, this 5 day of November 2020, personally appeared Jeffrey D. Stephens as EVP of Indiana University Foundation, Inc., an Indiana non-profit corporation, and acknowledged the execution of the foregoing Agreement on behalf of said non-profit corporation.

WITNESS my hand and notarial seal.

My Commission expires:

August 5, 2023

Commission No.: 669649

STATE OF INDIANA)

) SS:

COUNTY OF Monroe)

[Signature]
Notary Public

David K Stephens
Printed Name

Resident of Monroe County, Indiana



Before me, a Notary Public in and for said County and State, personally appeared Patricia McAlister [Witness's Name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Jeffrey D. Stephens as EVP of Indiana University Foundation, Inc., an Indiana non-profit corporation [Grantor's or other Signer's Name] in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

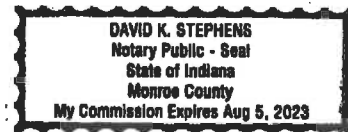
Witness my hand and Notarial Seal this 5 day of November, 2020.

My Commission Number: 669649

[Signature]
Notary Public


David Stephens
Printed Name

My Commission Expires: August 5, 2023



WITNESS SIGNATURE: 

PRINTED NAME OF WITNESS:
Wendy L Nickles

WITNESS SIGNATURE: 

PRINTED NAME OF WITNESS:
Wendy L Nickles

"GETTY"

EMILY GETTY

and

JOHN K. GETTY

EMILY GETTY NOTARY AND WITNESS CERTIFICATE:

STATE OF INDIANA
COUNTY OF CLARK



ABIGAIL FARGEN RILEY
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES JULY 19, 2026
COMMISSION NO. NP0714936

BEFORE ME, the undersigned, a Notary Public, in and for the above-named County and State, this 5th day of November 2020, personally appeared Emily Getty, and acknowledged the execution of the foregoing Agreement as her individual act and deed.

WITNESS my hand and notarial seal.

My Commission expires:

July 19, 2026

Commission No.: NP0714936



Notary Public

Abigail Fargen Riley
Printed Name

Resident of Clark County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)



ABIGAIL FARGEN RILEY
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES JULY 19, 2026
COMMISSION NO. NP0714936

Before me, a Notary Public in and for said County and State, personally appeared Wendy Nickles [Witness's Name], being known to me to be the person whose name is subscribed as a witness to the foregoing Instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Emily Getty in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 5th day of November, 2020.

My Commission Number: NP0714936



Notary Public

My Commission Expires: July 19, 2026

Abigail Fargen Riley
Printed Name

JOHN K. GETTY NOTARY AND WITNESS CERTIFICATE:

STATE OF INDIANA

COUNTY OF CLARK

BEFORE ME, the undersigned, a Notary Public, in and for the above-named County and State, this 5th day of November, 2020, personally John K. Getty, and acknowledged the execution of the foregoing Agreement as his individual act and deed.

WITNESS my hand and notarial seal.

My Commission expires:

July 19, 2026

Commission No.: NP0714936


Notary Public

Abigail Fargen Riley
Printed Name

Resident of Clark County, Indiana

STATE OF INDIANA)

) SS:

COUNTY OF CLARK)



ABIGAIL FARGEN RILEY
NOTARY PUBLIC
SEAL

STATE OF INDIANA
MY COMMISSION EXPIRES JULY 19, 2026
COMMISSION NO. NP0714936

Before me, a Notary Public in and for said County and State, personally appeared Wendy Nickles [Witness's Name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by John K. Getty in the above-named subscribing witness's presence, and that the abovenamed subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 5th day of November, 2020.

My Commission Number: NP0714936


Notary Public

My Commission Expires: July 19, 2026

Abigail Fargen Riley
Printed Name

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, and that this instrument was prepared by:

Abigail Fargen Riley
APPLGATE FIFER PULLIAM
P. O. Box 1418
Jeffersonville, Indiana 47131-1418
(812) 284-9499



ABIGAIL FARGEN RILEY
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES JULY 19, 2026
COMMISSION NO. NP0714936