

Prt. Key #002-12-0130 Prt. Parcel #10-02-01-700-007.000-026
Prt. Key #002-12-0040 Prt. Parcel #10-02-01-700-002.000-026
Prt. Key #002-13-0060 Prt. Parcel #10-02-02-000-041.000-026
Prt. Key #002-13-0700 Prt. Parcel #10-02-02-000-042.000-026

**PRIVATE ROADWAY, UTILITY, USE
AND CONSTRUCTION AND MAINTENANCE AGREEMENT**

NOTICE: THE ESTATE, WHILE GRANTING THE EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS HEREIN STATED, WILL NOT BE CONSTRUCTING THE ROADWAY OR UTILITIES AND TAKES NO RESPONSIBILITY FOR ANY COSTS OF CONSTRUCTING OR MAINTAINING. THE SOLE COST WILL BE UPON FUTURE OWNERS OF THOSE TRACTS.

THIS AGREEMENT, made and entered into this ____day of _____, 2025, by **BRUCE BALMER**, Personal Representative of the Unsupervised Estate of **MARIE BALMER a/k/a MARIE A. BALMER**, the surviving spouse of **EDWIN BALMER**, who died on August 24, 1983, and states as follows:

A. That Marie Balmer, the surviving spouse of Edwin Balmer was the owner of certain Real Estate located at 6705 St. Johns Road, Floyds Knobs, Clark County, Indiana, being shown as Parcels 10-02-01-700-007.000-026, 10-02-01-700-002.000-026, 10-02-02-000-041.000-026, and 10-02-02-000-042.000-026.

B. That pursuant to an Order Approving Family Settlement Agreement, the Real Estate is to be sold in ten (10) tracts to be known as The Balmer Division Plan.

C. That Tracts Five (5) through Ten (10) of the Balmer Division Plan, as shown on a Survey prepared by Ruckman Land Surveyors attached as Exhibit "A" will be served by a Fifty (50') Roadway Easement to be known as Balmer Ridge, and is more particularly described as follows:

LAND DESCRIPTION - - BALMER RIDGE ROAD 50' R/W

BEING A CENTERLINE DESCRIPTION OF THE 50 FOOT BALMER RIDGE ROAD, UTILITY & DRAINAGE EASEMENT,, STRIP OF LAND LYING IN SECTION 17 & 20, TOWNSHIP 1 SOUTH, RANGE 6 EAST, CARR TOWNSHIP, CLARK COUNTY, INDIANA, SAME BEING PART OF THE LANDS OF THE MARIE BALMER ESTATE AS DESCRIBED IN DD 26-11055 AND 202318781, SAME BEING AS COMPOSED BY DAVID J. RUCKMAN PS# 80040393 FROM MAP DATED 08/28/25, SAME BEING BOUNDED AS FOLLOWS:

COMMENCING AT A MAGNAIL AT THE INTERSECTION OF THE BALMER EAST LINE AND THE CENTERLINE OF ST. JOHN'S ROAD; THENCE SOUTH 89°19' 00" WEST A DISTANCE OF 25 FEET TO THE TRUE PLACE OF BEGINNING; THENCE WITH SAID CENTERLINE THE FOLLOWING CALLS, SOUTH 01° 21' 42" EAST A DISTANCE OF 581.94 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT, AN ARC OF 13.37' FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 03° 44' 41" WEST, A CHORD OF 13.35 FEET; THENCE SOUTH 08° 51' 05" WEST A DISTANCE OF 342.69 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT, AN ARC OF 21.36 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 17° 00' 32" WEST, A CHORD OF 21.28 FEET; THENCE SOUTH 25° 09' 59" WEST A DISTANCE OF 124.22 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT, AN ARC OF 24.23 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH

34° 25' 25" WEST, A CHORD OF 24.13 FEET; THENCE SOUTH 43° 40' 50" WEST A DISTANCE OF 95.79 FEET;

THENCE WITH A CURVE TURNING TO THE LEFT, AN ARC OF 58.32 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 21° 24' 17" WEST, A CHORD OF 56.86 FEET; THENCE SOUTH 00° 52' 16" EAST A DISTANCE OF 165.49 FEET; THENCE WITH A CURVE TURNING TO THE LEFT, AN ARC OF 18.42 FEET, A RADIUS OF 100.00 FEET, A CHORD BEARING OF SOUTH 06° 08' 56" EAST, A CHORD OF 18.40 FEET; THENCE SOUTH 11° 25' 36" EAST A DISTANCE OF 124.51 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT, AN ARC OF 76.28 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 17° 42' 43" WEST, A CHORD OF 73.04 FEET; THENCE SOUTH 46° 51' 02" WEST A DISTANCE OF 13.34 FEET; THENCE WITH A CURVE TURNING TO THE LEFT, AN ARC OF 58.96 FEET, A RADIUS OF 100.00 FEET, A CHORD BEARING OF SOUTH 29° 57' 30" WEST, A CHORD OF 58.11 FEET; THENCE SOUTH 13° 03' 58" WEST A DISTANCE OF 242.08 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT, AN ARC OF 9.70 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 16° 46' 16" WEST, A CHORD OF 9.69 FEET; THENCE SOUTH 20° 28' 34" WEST A DISTANCE OF 328.92 FEET; THENCE WITH A CURVE TURNING TO THE LEFT AN ARC OF 39.56 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 05° 21' 51" WEST, A CHORD OF 39.11 FEET; THENCE SOUTH 09° 44' 53" EAST A DISTANCE OF 195.86 FEET TO THE CENTER OF A 60 FOOT RADIUS CUL-DE-SAC AND THE END OF SAID CENTERLINE.

SUBJECT TO ALL EASEMENTS OF RECORD, AND A 25 FOOT R/W AND UTILITY & DRAINAGE EASEMENT FOR SOUTH SIDE OF ST. JOHN'S ROAD BEING CREATED BY THIS SURVEY AND MAP.

It is now the desire of Bruce Balmer, as Personal Representative of the Unsupervised Estate of Marie A. Balmer, hereto to set forth and establish the terms

and conditions for the joint use and future construction maintenance of the private roadway and utility easement above mentioned.

NOW, THEREFORE, in consideration of the Premises, the mutual covenants and agreements hereinafter contained and set forth, Bruce Balmer, in his capacity as Personal Representative, does hereby establish the construction, use and future maintenance of the roadway and utility easement to be known as Balmer Ridge, to-wit:

1. The owners of Tracts Five (5) through Ten (10) **shall** share equally in the expense of construction a gravel road (Balmer Ridge) and all expense of reasonable and necessary maintenance and repairs required to maintain said gravel road (once installed) over Tracts Five (5) through Ten (10).

2, The equal and joint use of the private roadway and utility easement to be constructed by the future owners of Tracts Five (5) through Ten (10) to serve Tracts Five (5) through Ten (10) of the Balmer Division Plan (and as shown on the attached drawing) and grants an easement to carry out the purpose and intent of this Agreement.

3. Once constructed, the future owners and their heirs and assigns of the Tracts Five (5) Through Ten (10) shall each bear the cost of maintenance of the driveway as mutually agreed upon.

4. The covenants and agreements herein contained and set forth shall for all purposes be construed and considered as covenants and agreements running with the title to each of the above-described parcels of real property (Tracts Five (5) through Ten (10)) and shall be binding upon the future owners, their heirs, successors and assigns.

5. Should any owner fail to pay the reasonable and necessary expense(s) required by this Agreement, any non-defaulting owner enforcing the terms of this Agreement shall be entitled to recover from the defaulting owner all costs expended, including, but not limited to, reasonable attorney's fees.

6. This Agreement shall be governed by Indiana law.

NOTICE: THE ESTATE, WHILE GRANTING THE EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS HEREIN STATED, WILL NOT BE CONSTRUCTING THE ROADWAY OR UTILITIES AND TAKES NO RESPONSIBILITY FOR ANY COSTS OF CONSTRUCTING OR MAINTAINING. THE SOLE COST WILL BE UPON FUTURE OWNERS OF THOSE TRACTS.

IN WITNESS WHEREOF, Bruce Balmer, Personal Representative of the Unsupervised Estate of Marie A. Balmer, has hereunto set his hand and seal, the day hereinabove first written.

THE UNSUPERVISED ESTATE OF
MARIE A. BALMER A/K/A
MARIE BALMER

By: _____ (Seal)

Bruce Balmer, Personal Representative

STATE OF INDIANA)
) SS :
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared **Bruce Balmer, Personal Representative of the Unsupervised Estate of Marie A. Balmer, a/k/a Marie Balmer**, and acknowledges the execution of the foregoing as his free and voluntary act and deed for the uses and purposes expressed therein.

WITNESS my hand and seal, this _____ day of _____,
2025.

My Commission Expires:

Notary Public

Printed Name

Resident of _____ County, Indiana

THIS INSTRUMENT PREPARED BY:
YOUNG, LIND, ENDRES & KRAFT
JOHN A. KRAFT, ATTORNEY
126 W. SPRING STREET
NEW ALBANY, IN 47150
812-945-2555

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

BY: _____

*Preparation of this Agreement was done without the benefit of a title search the real estate described herein.

Exhibit “A”

Ruckman Survey