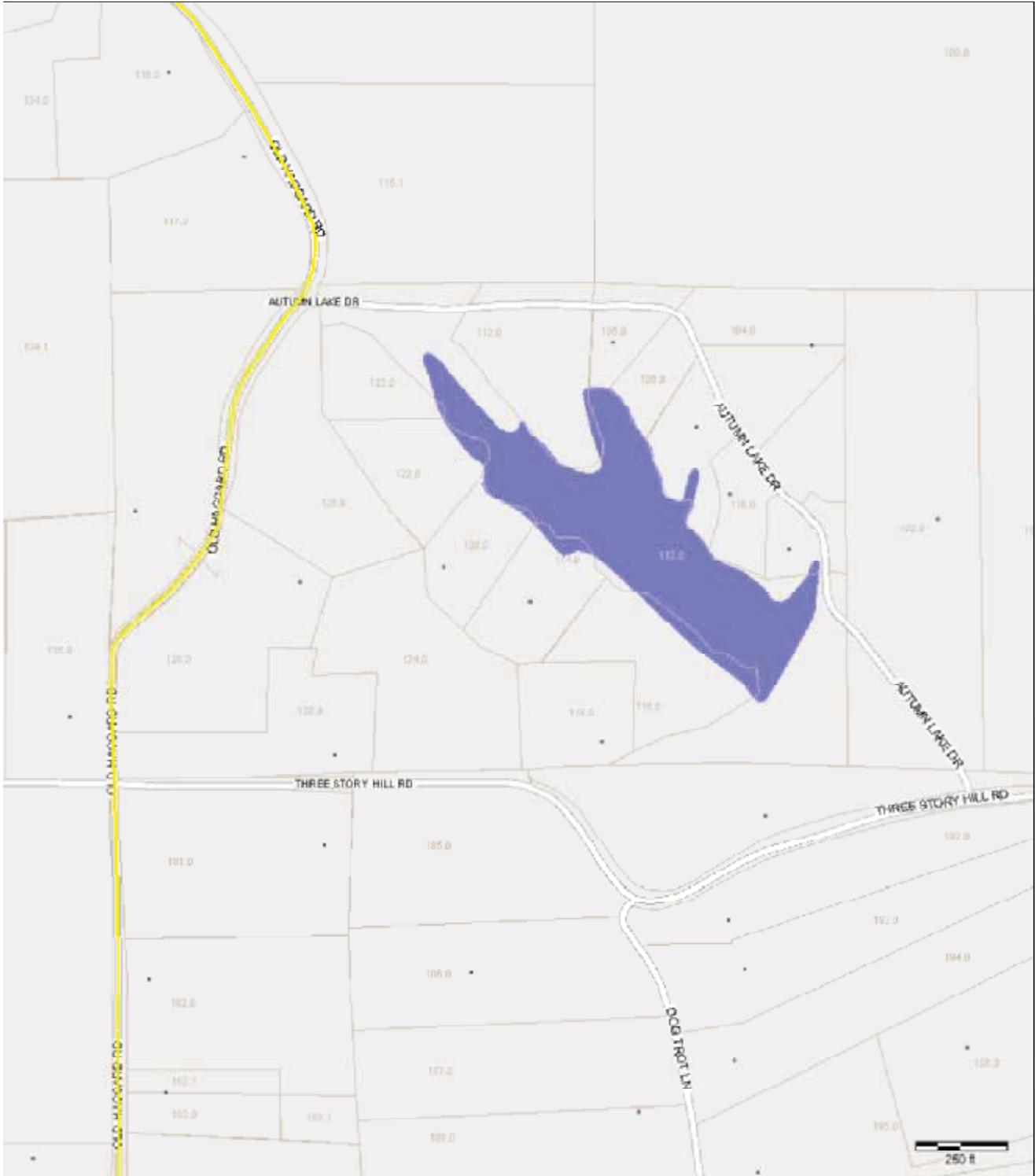


<p>Type notes here</p>	<p>Printed 01/21/2016</p>	<p>The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.</p>
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<p>Type notes here</p>	<p>Printed 01/21/2016</p>	<p>The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.</p>
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<p>Autumn Lakes HOA Inc</p>	<p>Printed 01/21/2016</p>	<p>The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.</p>
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# 2,50

File -

pg 369

September 24, 1980

Mr. Fred J. Vehling  
R.R. #3, Box 20  
Morgantown, Indiana 46160

Dear Fred,

We have researched Autumn Leaves Subdivision and this is the information we have found. On June 22, 1971, you petitioned the Brown County Area Plan Commission to rezone 43 acres more or less in part of the South  $\frac{1}{2}$  of the NE Quarter of Section 11, T10N, R3E Jackson Township from Forest Recreation (FR) and Secondary Residential (R2) to Lake Residential (LR). The Brown County Area Plan Commission approved this rezoning, but failed to pass it on to the County Commissioners for their approval. All rezonings must be approved by the County Commissioners since rezonings are amendments to the zoning ordinance.

In searching the minutes, we can not find a record of your subdivision, Autumn Leaves, ever coming before the Plan Commission or County Commissioners. Since lots were created under 2 acres in size and new roads were created this division of land fell under the subdivision ordinance in effect in 1971 and should have gone to both the Plan Commission and County Commissioners for approval. If approved, the subdivision should have been recorded.

Apparently this office in 1971 gave you inadequate information on correct procedures so that what you sincerely wanted to accomplish did not get done. Yours is not the only case of this happening. In 1978, the Plan Commission and the County Commissioners approved legalizing all subdivisions of land where lots were at least 16,000 sq. ft. and at least one or more lots were conveyed by recorded deed or signed land contract prior to May 8, 1978. This action was reaffirmed by an ordinance passed September 4, 1979 as an amendment to the new subdivision ordinance passed August 6, 1979. Under the terms of this ordinance, the lots in "Autumn Leaves" are legal building sites. You have supplied this office with a dated survey and deeds that show you are in compliance with ordinance 8-6-79-A1 passed September 4, 1979. I will quote the portion of this ordinance that applies to Autumn Leaves.

Section 31 Improvement Location Permits

No Improvement Location Permit shall be issued for a lot or tract of land created by subdivision in this ordinance unless said lot or tract is a portion of a subdivision created and approved pursuant to the terms of this ordinance except:

- A. Lots of at least 16,000 sq. ft. the boundaries of which were created by land survey conducted by a registered surveyor prior to May 8, 1978 and one or more of which have been conveyed by recorded deed or signed land contract to said date.

Page 2  
Mr. Fred C. Vehling  
September 24, 1980

89  
370

I hope this information will be helpful to you. Autumn Leaves zoning is still FR and R2, but the lots are legal building sites and are in compliance with the ordinance. The Director has authority to grant Improvement Location Permits.

Sincerely yours,

*Barbara A. Rich*

Barbara A. Rich  
Director

BAR/slc

# 2150  
Received For Record  
This 2 day of October  
A.D. 1984 at 3:15 o'clock PM  
and recorded in record 42  
Page 369-370  
RECORDER OF BROWN COUNTY

*Nancy A. Kirts*

**FILED**

DEC 22 2003

ASSESSOR  
BROWN CO.200300007421  
Filed for Record in  
BROWN COUNTY, IN  
GLENDIA STOGSDILL  
12-23-2003 At 03:04 PM.  
WARR DEED 20.00  
OR Book 83 Page 144 - 147WARRANTY DEEDInstrument Book Page  
~~200300007421~~ OR 83 144

THIS INDENTURE WITNESSETH: That HENRIETTA L. VEHLING, an adult, of Johnson County, in the State of Indiana (acting herein by and through FRED VEHLING, her Attorney-in-Fact, duly appointed and acting pursuant to a General Power of Attorney, dated July 18, 1999 and recorded December 23, 2003 as Instrument No. 2003-7420, in the office of the Recorder of Brown County, Indiana),

## CONVEYS AND WARRANTS TO

AUTUMN LAKES HOMEOWNERS ASSOCIATION, INC., of Brown County, in the State of Indiana, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Brown County, in the State of Indiana.

Part of the Southwest quarter of the Northeast quarter, and part of the Southeast quarter of the Northeast quarter, all in Section 11, Township 10 North, Range 2 East, Jackson Township, Brown County, Indiana, described as follows:

Commencing at the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 11, and the Northwest corner of Lot Number Eight (8) of Autumn (Vehling) Lake recorded in Plat Cabinet Number Two (2), page Seven (7) in the office of the Recorder of Brown County, Indiana;

thence South 00 degrees 14 minutes 00 seconds West (bearing from deed) 219.00 feet to the most Southwesterly corner of Lot Number Eight (8) on the North shoreline of said Lake and the beginning;

thence Easterly with said shoreline 87.0 feet, more or less, to the most Southerly corner of said Lot Number Eight (8) and the most Westerly corner of Lot Number Seven (7);

thence Easterly with said shoreline 200.0 feet, more or less, to the most Southerly corner of said Lot Number Seven (7) and the most Westerly corner of Lot Number Six (6);

thence Easterly 185.0 feet, more or less, with said shoreline to the most Southeasterly corner of said Lot Number Six (6) and the most Westerly corner of Lot Number Five (5);

thence Easterly with said shoreline 433.0 feet, more or less, to the Southeasterly corner of said Lot Number Five (5) and the Southwesterly corner of Lot Number Four (4);

thence Easterly with said shoreline 265.0 feet, more or less;

thence leaving said shoreline East 40.0 feet to the Southeast corner of said Lot Number Four (4);

thence South 01 degree 23 minutes 00 seconds East 591.0 feet;

thence West 639.0 feet to the center of a forty (40) foot roadway as shown on said plat;

thence North 72 degrees 00 minutes 00 seconds East with the center of said roadway 75.0 feet to the most Southerly corner of a tract described to Schneider in Deed Record Number 148, pages 362-365 in the office of the Recorder of Brown County, Indiana;

thence the following three (3) courses are with the center of said road and the Southerly line of Schneider:

North 62 degrees 12 minutes 00 seconds East 105.8 feet,

North 69 degrees 42 minutes 00 seconds East 89.6 feet, and

North 76 degrees 56 minutes 00 seconds East 159.8 feet to the East line of Schneider;

thence North 03 degrees 05 minutes 00 seconds East 91.7 feet to the most Easterly corner of Schneider on the South shoreline of said Lake;

thence Northwesterly with said shoreline 536.0 feet, more or less, to the most Northerly corner of Schneider and the most Easterly corner of Lot Number Fourteen (14) of said Lake;  
thence Northwesterly with said shoreline 170.0 feet, more or less, to the most Northerly corner of said Lot Number Fourteen (14) and the most Easterly corner of Lot Number Thirteen (13);  
thence Northwesterly with said shoreline 151.0 feet, more or less, to the most Northerly corner of said Lot Number Thirteen (13) and the most Easterly corner of Lot Number Twelve (12);  
thence Westerly with said shoreline 170.0 feet, more or less, to the most Northerly corner of said Lot Number Twelve (12) and the most Easterly corner of Lot Number Eleven (11);  
thence Northerly with said shoreline 200.0 feet, more or less, to the Northeast corner of said Lot Number Eleven (11);  
thence leaving said shoreline North 75 degrees 50 minutes 00 seconds West with the North line of said Lot Number Eleven (11) 63.0 feet to the Southeast corner of Lot Number Ten (10);  
thence the following six (6) courses are with the Northeastly line of said Lot Number Ten (10):  
North 00 degrees 12 minutes 00 seconds East 20.0 feet,  
North 33 degrees 12 minutes 00 seconds West 99.0 feet,  
North 47 degrees 46 minutes 00 seconds West 93.3 feet,  
North 36 degrees 00 minutes 00 seconds West 83.9 feet,  
North 59 degrees 06 minutes 00 seconds West 94.6 feet, and  
South 85 degrees 22 minutes 00 seconds West 59.1 feet to the Northwest corner of said Lot Number Ten (10) on the East line of a tract described to Stevens/Martin in Deed Record Number 127, pages 234-239 in the office of the Recorder of Brown County, Indiana;  
thence North 00 degrees 44 minutes 43 seconds West 115.36 feet to the most Northerly corner of Stevens/Martin in the center of Old Haggard County Road;  
thence North 40 degrees 46 minutes 00 seconds East with the center of said County Road 52.81 feet to the North line of said Southwest quarter of the Northeast quarter;  
thence South 89 degrees 29 minutes 00 seconds East on and along said North line 477.0 feet to the Northwest corner of Lot Number Nine (9);  
thence South 26 degrees 36 minutes 00 seconds West 190.10 feet to the most Westerly corner of said Lot Number Nine (9);  
thence the following three (3) courses are with the Southwesterly line of said Lot Number Nine (9):  
South 56 degrees 20 minutes 00 seconds East 61.1 feet,  
South 61 degrees 19 minutes 00 seconds East 95.1 feet, and  
South 41 degrees 15 minutes 00 seconds East 119.6 feet to the North shoreline of said Lake;  
thence Easterly with said North shoreline 534.0 feet, more or less, to the beginning, containing 12.51 acres, more or less, according to the records in the office of the Brown County Auditor.

Subject to Old Haggard County Road.

Subject to easements for roadway as shown on Plat of AUTUMN (VEHLING) LAKE recorded in Plat Cabinet 2, page 7, in the office of the Recorder of Brown County, Indiana.

Subject to all easements, roads or rights of way, existing or of record, affecting said real estate.

No title search or legal opinion was issued in conjunction with the preparation of this deed.

Grantor, Henrietta L. Vehling, states that she and her now deceased husband, Fred C. Vehling, were husband and wife, at the time they acquired title, as tenants by the entireties, to said real estate by deed dated December 2, 1969 and recorded December 8, 1969 in Deed Record No. 88, page 399 in the office of the Recorder of Brown County, Indiana, that the marital relationship which existed between said Grantor and Fred C. Vehling, her husband, continued unbroken from the time they acquired title to said real estate until the death of Fred C. Vehling on July 7, 1999, at which time this Grantor acquired title to said real estate as surviving tenant by the entireties. Grantor states that decedent's total estate was not sufficient to subject said estate to Federal Estate Tax.

(Legal description prepared June 30, 2003 by Robert Allen, Registered Land Surveyor No. S0078)

IN WITNESS WHEREOF, HENRIETTA L. VEHLING, an adult (acting herein by and through FRED VEHLING, her Attorney-in-Fact, has hereunto set her hand and seal this 23 day of DECEMBER, 2003.

Henrietta L. Vehling  
HENRIETTA L. VEHLING

BY: Fred Vehling  
FRED VEHLING, Attorney-in-Fact

STATE OF INDIANA  
COUNTY OF BROWN, SS:

Before me, a Notary Public in and for said County and State, this 23 day of December, 2003, personally appeared the within named Fred Vehling, to me known to be the person who executed the foregoing instrument as Attorney-in-Fact for Henrietta L. Vehling, and acknowledged the execution of the foregoing deed to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

DULY ENTERED  
FOR TAXATION

DEC 23 2003

Mark H. Miller  
AUDITOR OF BROWN COUNTY (b2)

Cynthia Stone  
Notary Public  
Printed Name: Cynthia Stone  
Resident of Brown County, In.  
My Commission Expires: June 14, 2010

This instrument prepared by  
Raymond W. Gray, Attorney at Law  
Nashville, In. 47448  
Attorney No. 7269-07  
F:\Vehling.d



STATE OF INDIANA  
COUNTY OF BROWN, SS:

AFFIDAVIT

FRED VEHLING, being first duly sworn, upon his oath, says:

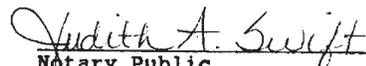
1. That he is the duly appointed Attorney-in-Fact for Henrietta L. Vehling by virtue of General Power of Attorney executed by her on the 18th day of July, 1999 and recorded on the 23<sup>rd</sup> day of December, 2003 as Instrument No. 2003-7420, in the office of the Recorder of Brown County, Indiana.

2. That as such Attorney-in-Fact he did on the 23<sup>rd</sup> day of December, 2003, execute documents on behalf of said Henrietta L. Vehling at the closing of the sale of real estate owned by the said Henrietta L. Vehling to Autumn Lakes Homeowners Association, Inc.

3. That at the time of the execution of said documents, Henrietta L. Vehling, to the best of his knowledge and belief, was alive and that said Power of Attorney has never been revoked and is in full force and effect.

  
FRED VEHLING

Subscribed and sworn to before me this 23 day of DECEMBER, 2003.

  
Notary Public  
Printed Name: Judith Swift  
Resident of Brown County, In.  
My Commission Expires: 6-9-09



This instrument prepared by  
Raymond W. Gray, Attorney at Law  
Nashville, In. 47448  
Attorney No. 7269-07

# WARRANTY DEED

pg 272

THIS INDENTURE WITNESSETH, That **FRED C. VEHLING and HENRIETTA L. VEHLING, husband and wife**

of **Brown** County, and State of **Indiana**

CONVEY AND WARRANT to **LINDA SUE VEHLING**

of **Brown** County, and State of **Indiana**

for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the following REAL ESTATE, in Brown County, in the State of Indiana, to-wit:

A part of the Southwest quarter of the Northeast quarter of Section 11, Township 10 North, Range 2 East, described as follows: Beginning at an iron pin 749.6 feet North and 743.7 feet East of the Southwest corner of said quarter quarter section; thence North 39 degrees 37 minutes West 289.5 feet; thence South 89 degrees 48 minutes East 324.7 feet; thence South 75 degrees 50 minutes East 63.0 feet to an iron pin; thence Southeasterly with the water line of the Lake 200 feet, more or less, to an iron pin; thence South 44 degrees 40 minutes West 185.0 feet; thence North 43 degrees 21 minutes West 143.0 feet to the beginning, containing 1.9 acres, more or less.

ALSO, a PERPETUAL NON-EXCLUSIVE easement for ingress and egress over and along an established roadway leading from the Northerly line of above real estate to the public road.

Subject to any utility easements, highways, or rights of way of record affecting said real estate.

Subject to all the covenants and restrictions attached hereto and made a part hereof.

#6132  
This 27 day of March  
A. D. 1975 at 11:22 o'clock A.M.  
and recorded in record 104  
Page 212-215

DULY RED  
FOR TAXATION

MAR 27 1975

*Rebecca J. ...*

RECORDER BROWN COUNTY

*Hilma Reilly*  
AUDITOR BROWN COUNTY, IND.

IN WITNESS WHEREOF, the above named Grantors have hereunto set their hands and seals this 21 day of November, 1974.

\_\_\_\_\_  
(SEAL)

*Fred C. Vehling*  
FRED C. VEHLING (SEAL)

\_\_\_\_\_  
(SEAL)

*Henrietta L. Vehling*  
HENRIETTA L. VEHLING (SEAL)

STATE OF INDIANA )  
BROWN COUNTY ) SS:

Personally appeared before me, a Notary Public in and for said County and State, the above named Grantors who acknowledged the execution of the annexed Deed to be their voluntary act and deed, and who, having been duly sworn, swears that the statements therein contained are true.

Witness my hand and NOTARIAL SEAL this 24th day of March, 1975.

MY COMMISSION EXPIRES:  
April 15, 1976



*Arressia Allender*  
Arressia Allender (SEAL)  
Notary Public

Prepared by  
F.T. Bradley, Attorney at Law  
Nashville, Indiana

COVENANTS AND RESTRICTIONS  
AUTUMN LAKE ACREAGE  
BROWN COUNTY, INDIANA

pg 273

I. All lots in this acreage shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and private, attached two car garage and/or storage building.

II. No lot shall be subdivided to form units of less area, nor shall more than one building for permanent dwelling purposes be erected upon a lot. No such building may exceed two stories in height and each dwelling shall be limited to single family use.

No lot in this acreage, or any part thereof, shall be used for the purpose of providing access or easement or pathway or driveway to any adjoining land not held by the developer. The building committee reserves the right to erect barriers to prevent such activity if necessary.

III. Type, Size and Construction - Any building erected, placed or altered on any lot in this subdivision must be approved in writing by the Building Control Committee\* prior to start of construction. Such approval will be made upon submission of satisfactory plans including a plat map showing location of structure on the lot and giving the measurements thereof. Any such structure must conform to the following minimum standards:

- (a) Ground Floor Area - No dwelling house shall be erected or permitted on any of said lots, the ground area of which, exclusive of porches, terraces and garages, is less than 1020 sq. ft. in the case of a one story structure or less than 800 sq. ft. in a structure other than a one story structure, provided, however, that such ground floor areas may be modified by the Building Control Committee for any lot where the topography renders such restrictions impracticable.
- (b) Any other reasonable change, modification or addition to the within restrictions shall be considered by the Building Control Committee and if so approved, will then be submitted in writing to the abutting lot owners and if approved in writing by them, shall be recorded and when recorded shall constitute a modification of these restrictions so far as they apply to any particular lot.
- (c) All construction materials must be new. No building shall be moved into said acreage. No trailer, mobile home, or any other portable living unit, tent, basement, shack, garage, or other building shall be placed or constructed in the acreage at any time for use as either a temporary or permanent residence or for any other purpose, except incident to the construction of a dwelling on the premises.
- (d) All residences must have private inside toilet facilities.
- (e) No fencing nor screen planting over thirty-six (36) inches high will be permitted in an area fifty foot deep from the front property lines or shore line of any lot facing the lake. No dwelling nor roof line thereof shall be permitted to be built within one hundred feet of the shore line. No septic system or any other private sewage system shall extend into an area twenty-five (25) feet of either the lake or an adjoining lot or street.

(f) All structures shall be completed on the exterior within six (6) months of the start of construction including coat(s) of paint or varnish or stain on any exterior wood surfaces. All structures must be completed and site graded, sodded or seeded and reasonably landscaped within one year of the date of commencement thereof. During the period of construction, the premises shall be kept and maintained in a sightly and orderly manner.

(g) No plans shall be accepted for construction by the Building Control Committee unless and until complete plans and specifications for the installation of an approved septic or other private sewage system shall have been submitted to the Brown County Health Officer and the approval of such officer certified to the Building Control Committee. If and when a community central system is constructed, the use of septic systems or other private sewage systems will be terminated after a reasonable length of time.

\* The Building Control Committee shall consist of three (3) members appointed by the original developers. The Committee may designate one of its members to act on its behalf. In the event of the resignation of or death of any member, the remaining members shall appoint a replacement. The Building Control Committee shall approve plans for all structures erected in this acreage. The Committee may reject any plan because of too great similarity to nearby existing structures. The Building Control Committee may reject any plan because of the location of the proposed structure on the lot or for any building plan that tends to violate the intended architectural character of the acreage.

IV. Prior to January 1, 1976, no for sale sign or advertising device of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.

V. Cutting down of trees will not be permitted without the approval of the Building Control Committee except trees may be cut in order to accomodate the construction of the original dwelling. . An exception to this rule will be permitted in the case of dying or damaged trees considered to be unsafe.

VI. Building Line - No building shall be located on any lot nearer than one hundred (100) feet of the front line nor twenty-five (25) feet of the side line nor shall any projection of any building encroach within these limits except that steps and/or patios in front or at the sides may extend over said line.

VII. No dock, boat house or foot bridge may be erected without approval of the Building Control Committee.

Security lights of a mercury vapor or fluorescent type are forbidden. All outdoor lights shall not be mounted on posts or buildings higher than 8 feet above the ground immediately below and they shall be of an incandescent type and shaded in such a manner so as not to violate the privacy of a neighboring lot. Posts for mounting outdoor lights are subject to Committee approval.

VIII. No motors, inboard or outboard of the internal combustion type shall be operated on Autumn Lake. Battery powered troll motors may, however, be attached to a boat.

IX. Lots which abut or border on the main body of Autumn Lake shall not include any riparian rights in and to said waters or to the lands below said water.

X. Easements for the installation and maintenance of public utilities or drainage facilities are reserved along and within twenty-five (25) feet of all side and front lot lines and lake shore lines. Such easements are hereby reserved to permit entry upon the premises if necessary construct, operate and maintain the lake and/or any other public improvement, pipes, poles, wires, etc. whether under or above ground. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within said utility easements so long as such lines do not hinder the construction of buildings on any lots in the acreage. Pg 275

XI. Any tank for the storage of fuel placed or maintained on any lot outside of any building in the acreage shall be located below the surface of the ground. Outdoor receptacles for ashes and garbage shall be so placed as to remain concealed and no refuse pile or other unsightly or objectionable material or thing shall be allowed to be maintained on any lot in this acreage.

XII. Owners of unoccupied lots shall at all times keep and maintain their property in this acreage in an orderly manner causing weeds and other growth to be seasonably cut and preventing accumulation of rubbish and debris on the premises. The Building Control Committee shall be responsible for setting standards of lot maintenance within the acreage. The act of throwing or sinking of any offensive material into the lake is expressly forbidden.

XIII. Animals - No animals, live stock, poultry, or any unusual pet shall be raised, bred, or kept on any lot except that one dog or one cat or other one household pet may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

XIV. Nuisance - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance, or nuisance to the neighborhood. This rule expressly forbids the use of firearms within the acreage. All lot owners shall be responsible for informing their guests or visitors of the above. No lot owner may sublet or sub-lease his property to anyone nor allow free use of the property without express concurrence of the adjoining property owners.

XV. Any dwelling and/or garage on any lot in this acreage which may in the whole or in part be destroyed by fire, wind storm or any other reason must be rebuilt and all debris removed and the lot restored to a sightly condition within a reasonable time, such time being at the discretion of the Building Control Committee.

XVI. The Building Control Committee, its successors and assigns shall have the first option to repurchase any property offered for sale in the acreage. Any owner contemplating a sale of property in this acreage shall present to the Building Control Committee a bona fide purchase agreement executed by his prospective purchaser. The Building Control Committee shall have the option for thirty days to purchase subject property for an equivalent price or to negotiate for the same.

XVII. These Covenants shall run with the land and shall be binding on all parties claiming under them for a period of fifteen (15) years and shall be extended for successive periods of ten (10) years unless and prior to the expiration of any such ten year period an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said Covenants in whole or in part. These Restrictions may be amended at any time by a writing signed by the then owners of the fee title of at least two-thirds of the lots in said acreage. The amendments shall be effective when recorded in the office where conveyances of such land are recorded. The Building Control Committee, its successors and assigns shall have the exclusive rights for 5 years from the date of recording to amend any of the Restrictions or Covenants hereat. Invalidation of any one of these Covenants by judgment or decree shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

I hereby certify that this is a true Xerox copy of the original instrument and was duly recorded on March 27, 1975 at 10:22 AM

*Rita W. Smith*  
Brown County Recorder

EASEMENT FOR ROADWAY

THIS INDENTURE WITNESSETH, that MARVIN G. HAMPTON, an adult man, of Brown County, State of Indiana, hereby grants, releases and quit-claims unto FRED C. VEHLING and HENRIETTA L. VEHLING, husband and wife, their heirs and assigns, of Brown County, State of Indiana, a perpetual easement for a roadway and right-of-way over and across the following described real property located in Brown County, State of Indiana, to-wit:

A forty (40) foot wide strip of real estate located in the Southeast quarter of the Northeast quarter of Section 11, Township 10 North, Range 2 East, the center line of which is described as follows: Beginning at an iron pin located 27.2 feet North and 330.0 feet West of the Southeast corner of the Southeast quarter of the Northeast quarter of Section 11, Township 10 North, Range 2 East, and running thence North 35 degrees 34 minutes West 582.2 feet to the place of ending.

All costs and expenses of constructing and maintaining said roadway shall be borne by the Grantees, their heirs or assigns. The easement and rights hereby granted shall operate as a covenant running with the land.

Marvin G. Hampton (SEAL)  
MARVIN G. HAMPTON

STATE OF INDIANA  
SS  
COUNTY OF BROWN

Personally appeared before me, a Notary Public in and for said County and State, the above named Grantor who acknowledged the execution of the annexed Easement to be his voluntary act and deed, who having been duly sworn, swears that the statements therein contained are true.

WITNESS my hand and Notarial Seal this 22nd day of March 1975.

Betty Jo Rutledge (SEAL)  
Notary Public Betty Jo Rutledge

My Commission Expires:  
February 4, 1979



Prepared by F.T. Bradley  
Attorney at Law  
Nashville, Indiana, 47448

I hereby certify that this is a true Xerox copy of the original instrument and was duly recorded on March 27, 1975 at 10:24 AM

Betty Jo Rutledge  
Brown County Recorder

553

#6134

This 27 day of March  
A. D. 1975 at 10:24 o'clock A.M.  
and recorded in record 26  
Page 553

*Patricia M. Linnell*

EASEMENT FOR ROADWAY

RECORDER BROWN COUNTY

THIS INDENTURE WITNESSETH, that MARVIN G. HAMPTON, an adult man, of Brown County, State of Indiana, hereby grants, releases and quit-claims unto FRED C. VEHLING and HENRIETTA L. VEHLING, husband and wife, their heirs and assigns, of Brown County, State of Indiana, a perpetual easement for a roadway and right-of-way over and across the following described real property located in Brown County, State of Indiana, to-wit:

A forty (40) foot wide strip of real estate located in the Southeast quarter of the Northeast quarter of Section 11, Township 10 North, Range 2 East, the center line of which is described as follows: Beginning at an iron pin located 27.2 feet North and 330.0 feet West of the Southeast corner of the Southeast quarter of the Northeast quarter of Section 11, Township 10 North, Range 2 East, and running thence North 35 degrees 34 minutes West 582.2 feet to the place of ending.

All costs and expenses of constructing and maintaining said roadway shall be borne by the Grantees, their heirs or assigns. The easement and rights hereby granted shall operate as a covenant running with the land.

*Marvin G. Hampton* (SEAL)  
MARVIN G. HAMPTON

STATE OF INDIANA  
SS  
COUNTY OF BROWN

Personally appeared before me, a Notary Public in and for said County and State, the above named Grantor who acknowledged the execution of the annexed Easement to be his voluntary act and deed, who having been duly sworn, swears that the statements therein contained are true.

WITNESS my hand and Notarial Seal this 22nd day of March 1975.

*Betty Jo Rutledge* (SEAL)  
Notary Public Betty Jo Rutledge

My Commission Expires:  
February 4, 1979



Prepared by F.T. Bradley  
Attorney at Law  
Nashville, Indiana, 47448

I hereby certify that this is a true Xerox copy of the original instrument and was duly recorded on March 27 1975 at 10:24 AM

*Patricia M. Linnell*

#6133

pg 409

WATER RIGHTS AND EASEMENT

THIS INDENTURE WITNESSETH, That FRED C. VEHLING and HENRIETTA L. VEHLING, husband and wife, of Brown County, State of Indiana, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, does hereby grant unto MARVIN G. HAMPTON and KATHIE L. HAMPTON, husband and wife, of Brown County, State of Indiana, hereinafter called GRANTEES, the right and privilege to draw water from AUTUMN LAKE owned by the GRANTORS and located in the South half of the Northeast quarter of Section 11, Township 10 North, Range 2 East; and an easement and right-of-way to construct, operate and maintain a pipe line to be used for the transmission of water to the real estate owned by the GRANTEES lying East of the GRANTORS' land.

Said water privileges shall be limited for the use of a ONE FAMILY DWELLING ONLY, and said pipe line shall be constructed across the real estate designated by the GRANTORS herein.

The pipe line covered by this grant shall be buried to a depth of not less than two feet.

GRANTEES SHALL indemnify and save harmless the said GRANTORS from and against all claims, demands, actions or causes of action that may be hereinafter made or prosecuted against them, or against any other person, firm or corporation for property damage, personal injury or death arising out of or by reason of, or resulting from the installation, construction, and maintenance of said water pipe line.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands and seals this 22<sup>nd</sup> day of March, 1975.

Fred Vehling  
FRED C. VEHLING

Henrietta L. Vehling  
HENRIETTA L. VEHLING

STATE OF INDIANA  
SS:  
COUNTY OF BROWN

Personally appeared before me, a Notary Public, in and for said County and State, the above named FRED C. VEHLING and HENRIETTA L. VEHLING, husband and wife, who acknowledged the execution of the annexed WATER RIGHTS AND EASEMENT to be their voluntary act and deed, and who, having been duly sworn, swears that the statements therein contained are true.

Witness my hand and NOTARIAL SEAL this 22nd day of March, 1975.

*Betty Jo Rutledge*  
Notary Public  
Betty Jo Rutledge



MY COMMISSION EXPIRES:  
February 4, 1979

Prepared by F. T. Bradley  
Attorney at Law  
Nashville, Indiana

I hereby certify that this is a true Xerox copy of the original instrument and was duly recorded on March 27, 1975 at 10:23 AM  
*Robert E. Smith*  
Brown County Recorder

#6133

This 27 day of March  
A. D. 1975 at 11:23 o'clock P.M.  
and recorded in record 26  
Page 551-552*Peterson*

RECORDER BROWN COUNTY

WATER RIGHTS AND EASEMENT

THIS INDENTURE WITNESSETH, That FRED C. VEHLING and HENRIETTA L. VEHLING, husband and wife, of Brown County, State of Indiana, hereinafter called GRANTORS, for and in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, does hereby grant unto MARVIN G. HAMPTON and KATHIE L. HAMPTON, husband and wife, of Brown County, State of Indiana, hereinafter called GRANTEES, the right and privilege to draw water from AUTUMN LAKE owned by the GRANTORS and located in the South half of the Northeast quarter of Section 11, Township 10 North, Range 2 East; and an easement and right-of-way to construct, operate and maintain a pipe line to be used for the transmission of water to the real estate owned by the GRANTEES lying East of the GRANTORS' land.

Said water privileges shall be limited for the use of a ONE FAMILY DWELLING ONLY, and said pipe line shall be constructed across the real estate designated by the GRANTORS herein.

The pipe line covered by this grant shall be buried to a depth of not less than two feet.

GRANTEES SHALL indemnify and save harmless the said GRANTORS from and against all claims, demands, actions or causes of action that may be hereinafter made or prosecuted against them, or against any other person, firm or corporation for property damage, personal injury or death arising out of or by reason of, or resulting from the installation, construction, and maintenance of said water pipe line.

IN WITNESS WHEREOF, the said GRANTORS have hereunto set their hands and seals this 27<sup>th</sup> day of March, 1975.

*Fred C. Vehling*  
FRED C. VEHLING

*Henrietta L. Vehling*  
HENRIETTA L. VEHLING

STATE OF INDIANA  
SS:  
COUNTY OF BROWN

Personally appeared before me, a Notary Public, in and for said County and State, the above named FRED C. VEHLING and HENRIETTA L. VEHLING, husband and wife, who acknowledged the execution of the annexed WATER RIGHTS AND EASEMENT to be their voluntary act and deed, and who, having been duly sworn, swears that the statements therein contained are true.

Witness my hand and NOTARIAL SEAL this 22nd day of March, 1975.

*Betty Jo Rutledge*  
Notary Public

Betty Jo Rutledge



MY COMMISSION EXPIRES:

February 4, 1979

Prepared by F. T. Bradley  
Attorney at Law  
Nashville, Indiana

I hereby certify that this is a true Xerox copy of the original instrument and was duly recorded on March 27, 1975 at 10:23 AM  
*Robert M. [Signature]*  
Brown County Recorder

EASEMENT

STATE OF INDIANA, Twp. 10 North Range 2 East  
COUNTY OF BROWN, SS: Sec. 11 Map No.

KNOW ALL MEN BY THESE PRESENTS, That I

unmarried, that we David Butler and Edna M. Butler  
husband and wife, of the aforesaid county and state, grantors, in consideration of its undertaking to  
construct and operate a system to distribute electricity to rural residents of said county and other  
valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Mor-  
gan County Rural Electric Membership Corporation, grantee, its successors and assigns, the right  
and easement to enter upon the lands hereinafter mentioned, to-wit:

A tract of about 60 acres situated in the quarter of  
the quarter of Sec. 11 in Twp. 10 North  
, in Range 2 East, in Brown County, Indiana,  
about 4 miles from the town of Morgentown Indiana  
and lying between the farm of  
on the and the farm of  
on the

*Partial*  
*Account*  
*#90-2371*  
*Account*  
Forfeiture of the mortgage and mortgage  
record 7 page 347-550

*Beth M. Mules Deputy*  
RECORDER BROWN COUNTY  
8-8-90

and to place, construct, operate, repair, maintain, relocate and replace thereon, and in or upon all  
streets, roads or highways abutting said lands, an electric transmission or distribution line or system,  
or any part thereof, and to cut and trim trees and shrubbery to the extent necessary to keep the said  
electric line or system free and clear therefrom, and to cut down from time to time all dead, weak, lean-  
ing or dangerous trees that are tall and near enough to strike the wires if such trees should fall.

In granting this easement, it is understood that at pole locations, only a single pole and appurten-  
ances will be used, and that the location of the poles will be such as to form the least possible interfe-  
rence to farm operations, as long as it does not materially increase the cost of construction.

The undersigned covenant that they are the owners of the lands on which this easement is grant-  
ed and that the said lands are free and clear of encumbrances and liens of whatsoever character ex-  
cept those held by the following persons:

The aforesaid easement includes the right at any time to enter upon the said land, with the neces-  
sary tools and equipment, to do the acts mentioned.

Reservation of the full use and enjoyment of said land insofar as it shall not interfere with the  
easements hereby granted is hereby expressly made.

In witness whereof this easement is signed as of the 3 day of August  
19 44 David Butler Edna M. Butler

STATE OF INDIANA,  
COUNTY OF BROWN, SS

Before me, the undersigned notary public in and for said county and state on the 3 day of  
August, 19 44, personally appeared David Butler  
and Edna M. Butler and duly acknowledged the execution of foregoing easement.  
(N. P. SEAL)

My Commission expires: 6/22/46 J. E. Cullum Notary Public.  
Recorded this 8 day of December, 19 47, at 11:45 o'clock A. M.  
*Ralph M. O'Donnell* Recorder Brown County

FILE REF: The easement to which we refer to was granted by David Butler and Edna M. Butler, husband and wife, on August 3, 1944 and recorded in Miscellaneous Record #9, Page 552 on December 8, 1947 in the office of the Recorder of Brown County, Indiana.

1100 #90-2371

PARTIAL RELEASE OF UTILITY EASEMENTS

PS  
547

KNOW ALL MEN BY THESE PRESENTS, that Morgan County Rural Electric Membership Corporation of Morgan County, Indiana, in consideration of the sum of One Dollar and other valuable considerations, receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to Fred C. Vehling and Henrietta L. Vehling, husband and wife, their heirs, successors and assigns, all of its right, title and interest in and to its utility easement in the hereinbelow described real estate located in BROWN County, State of Indiana, with exception of such easement as is being utilized by the facility presently existing and additionally excepting such property within 15 feet on either side of said presently existing facility:

A part of the South half of the Northeast quarter of Section 11, Township 10 North, Range 2 East, described as follows: Beginning at the Northeast corner of the Southwest quarter of said Northeast quarter; thence East 648 feet; thence South 1 degree 23 minutes East 1332.00 feet; thence West 639 feet; thence North 72 degrees 00 minutes East 75 feet; thence North 276.80 feet; thence West 293.60 feet; thence South 300 feet; thence West with the public road 1124.90 feet; thence North 1 degree 01 minutes West 320.40 feet; thence with a 45 degree curve to the right having a radius of 127.32 feet a curved distance of 113.50 feet; thence North 50 degrees 03 minutes East 223 feet; thence with a 11 degree curve to the left having a radius of 520.87 feet a curved distance of 195.30 feet; thence North 28 degrees 34 minutes East 23.85 feet; thence with a 35 degree curve to the left having a radius of 163.70 feet a curved distance of 71.50 feet; thence North 3 degrees 33 minutes East 159.20 feet; thence with a 11 degree curve to the right having a radius of 520.87 feet a curved distance of 159.10 feet; thence North 21 degrees 03 minutes East 70.40 feet; thence North 36 degrees 26 minutes East 177.40 feet; thence North 40 degrees 46 minutes East 103.90 feet; thence South 89 degrees 29 minutes East 774.50 feet to the beginning, containing 52 acres.

#90-2371  
Received For Record  
This 8 day of August  
A.D. 1970 at 10:20 o'clock AM  
and recorded in record # 547-550  
Page 547-550  
RECORDED IN BROWN COUNTY  
Harold Christel

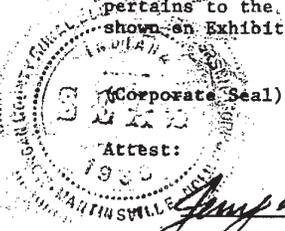
pg  
548

IN WITNESS WHEREOF, Morgan County Rural Electric Membership Corporation has caused this release to be executed this 28th day of July, 1990.

This Partial Release only pertains to the 52 acres as shown on Exhibit "A".

MORGAN COUNTY RURAL ELECTRIC MEMBERSHIP CORPORATION

By R. Nelson Stader  
R. Nelson Stader - President



(Corporate Seal)  
Attest:  
Jerry W. Pheifer  
Jerry W. Pheifer - Secretary

(This Instrument Prepared by Peter L. Obremsky, Attorney at Law, Lebanon, Indiana.)

pg  
549

STATE OF INDIANA )  
( SS:  
COUNTY OF MORGAN )

Before me, the undersigned Notary Public in and for said county  
and state, on the 28th day of July, 1990,  
personally appeared R. Nelson Stader, President and  
Jerry W. Pheifer, Secretary and duly acknowledged  
the execution of the foregoing Partial Release of Utility Easement.



Barbara Brummett  
Barbara Brummett Notary Public

County of Residence: Morgan

My commission expires: October 5, 1991

pg  
550

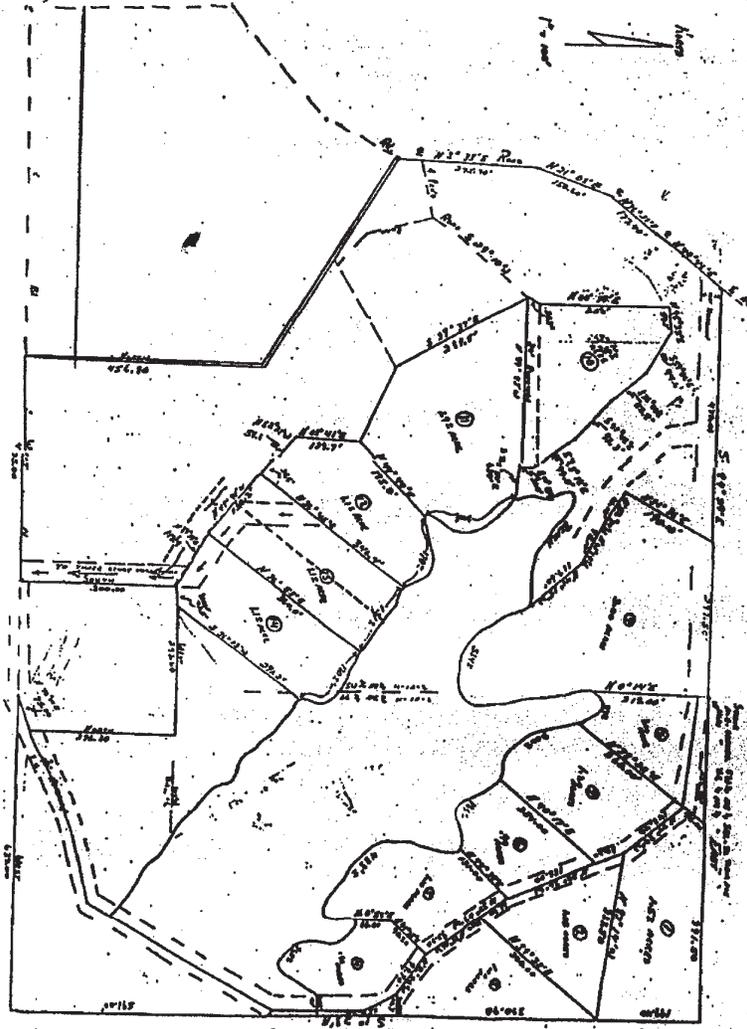


EXHIBIT "A"

2015003008 EASE \$18.00  
11/17/2015 08:50:26A 4 PGS  
Sandy Cain  
Brown County Recorder IN  
Recorded as Presented



**PERPETUAL EASEMENT**  
**BROWN COUNTY WATER UTILITY, INC.**  
5130 N State Road 135, Morgantown, IN 46160

KNOW ALL MEN BY THESE PRESENTS, That FRED C. VEHLING, JR. AND CAROL SUE VEHLING, husband and wife, of Johnson County, State of Indiana, hereinafter called Grantor(s), in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by BROWN COUNTY WATER UTILITY, INC. (an Indiana rural not-for-profit water corporation), hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor(s), do hereby grant, quitclaim and convey to said Grantee, its successor and assigns, an exclusive perpetual easement with the right-of-way, as set out hereafter, to install and lay and thereafter use, inspect, maintain, replace and remove waterlines, valves, fittings, meters and accessories across the following described real estate of the Grantor(s) located in Jackson Township, Brown County, State of Indiana, and more particularly described as follows, to-wit:

SEE ATTACHED LEGAL DESCRIPTIONS DESCRIBED HEREIN AS EXHIBIT A.

Being a part of real estate conveyed to said Grantor(s) by a Deed recorded in record 127, Page 229, in the office of the Recorder of Brown County, Indiana.

An easement ten (10) feet on either side of waterlines as constructed on the above described real estate (said easement not to exceed twenty (20) feet in width). The Grantor(s) agree that all water lines, valves, fittings, meters and accessories installed on the above described real estate at Grantee's expense, or pursuant to the Rules & Regulations of Brown County Water Utility, Inc., shall remain the property of the Grantee, and be removable at the option of the Grantee. This Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. If possible, said easement is to be adjacent to the road abutting the front of the Grantor(s) said real estate as presently located; however, Grantee reserves the sole right to make such determination.

Grantor represents and warrants to Grantee that Grantor is the sole and lawful fee-simple owner, is in peaceful possession of the Property, and that Grantor has good and marketable title sufficient to convey the Easement rights granted herein.

**DULY ENTERED  
FOR TAXATION**

**NOV 17 2015**

*Beth Mulry*

AUDITOR OF BROWN COUNTY

**FILED**  
17 2015  
NOV 16 2015  
ASSESSOR  
BROWN CO.

To the Grantor's current, actual knowledge, no underground storage tanks or hazardous, toxic or other regulated substances, within the meaning of any applicable federal, state or local statute or regulation, are presently stored or otherwise located upon or within the Easement in violation of applicable law. Grantor agrees to indemnify and defend Grantee for any claims, damages, remediation costs, or penalties to the extent caused by Grantor's environmental contamination of the Property, except to the extent caused by the negligence or willful misconduct of Grantee, its agents, contractors or employees. Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and Easement.

Grantee shall have all other rights and benefits necessary to the full and complete enjoyment and use of the Easement for the purpose stated herein.

Grantor's use of the surface of the Easement shall not unreasonably interfere with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant new trees within the Easement area. However, Grantor(s) may utilize such ground within the easement for farming or other surface activities that do not interfere with Grantee's use as described herein.

IN WITNESS WHEREOF, Grantor(s) have signed this instrument this 2 day of November 2015.

X Deceased  
Signature of Grantor

Fred C. Vehling, Jr.  
Printed Name of Grantor

X Carol S. Vehling  
Signature of Grantor AKA Carol Sue Vehling

Carol Sue Vehling  
Printed Name of Grantor

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Brown )

Before me, the undersigned, a Notary Public in and for said County and State, this 2 day of November, 2015, personally appeared Fred C. Vehling, Jr. and Carol Sue Vehling, husband and wife, who acknowledged the execution of the above Perpetual Easement for and on behalf of said Grantor(s), and who, having been duly sworn, stated that the representations therein contained are true; and if done on behalf of a corporation, have authority so to do.  
Witness my hand and Notarial Seal.



Darrell E. Baker  
Signature of Notary Public

Darrell E. Baker  
Printed Name of Notary Public

Jackson  
County of Residence

Taxpayers Address:  
Fred C. and Carol Sue Vehling, Jr.  
819 Gazebo Way  
Greenwood, IN 46142

Property Location:  
Three Story Hill Rd.  
Morgantown, IN 46160

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.

*Peter Campbell King*

This instrument prepared by Peter Campbell King, of Cline, King & King, P.C., Attorneys at Law, 675 Reeves Way, Suite B, P.O. Box 250, Columbus, IN 47202-0250

EXHIBIT A

A part of the Southwest quarter of the Northeast quarter of Section 11, Township 10 North, Range 2 East of the Second Principal Meridian, in Brown County, Indiana, described as follows:

Beginning at a point on the South line of said quarter quarter section South 90 degrees 00 minutes East (assumed bearing) a distance of 699.70 feet from the Southwest corner thereof; thence continuing South 90 degrees 00 minutes East on and along said South line 425.00 feet; thence North 00 degrees 00 minutes 300.00 feet to a point on the South line of an unplatted lot designated as Lot No. 14; thence North 59 degrees 18 minutes West on and along the Southwesterly line of said unplatted Lot No. 14, a distance of 119.8 feet to the most Southerly corner of an unplatted lot designated as Lot No. 13; thence North 49 degrees 41 minutes West on and along the Southwesterly side of an unplatted Lot No. 13 and unplatted Lot No. 12, a distance of 185.00 feet; thence North 52 degrees 21 minutes West on and along the Southwesterly side of said unplatted Lot No. 12, a distance of 58.1 feet; thence North 03 degrees 41 minutes East on and along the West line of said unplatted Lot No. 12, a distance of 129.7 feet; thence South 73 degrees 02 minutes 55 seconds West 275.54 feet to the Northeast corner of a 2.04 acre tract heretofore surveyed by Gilmore C. Abplanalp, Registered Land Surveyor No. 9792 in May 1977; thence South 14 degrees 27 minutes 36 seconds West 202.87 feet; thence North 88 degrees 57 minutes 06 seconds East 13.8 feet; thence South 04 degrees 04 minutes 06 seconds West 77.93 feet; thence North 88 degrees 57 minutes 06 seconds East 176.45 feet; thence South 02 degrees 40 minutes West 295.07 feet to the place of beginning, containing 5.552 acres, more or less.

Subject to any utility easements, highways, or rights of way of record affecting said real estate.  
Subject to all taxes of record.

Subject to the restrictions and covenants pertaining to AUTUMN LAKE acreage.

Parcel No. 005-18010-04