



# EDGE - Revised Plat

QUARTER OF THE NORTHEAST QUARTER OF  
RANGE 12 NORTH, RANGE 2 EAST,  
MORGAN COUNTY, INDIANA.

LINE BEARING DISTANCE  
 L1 S 01°15'22" E 27.57  
 L2 N 75°43'28" E 83.84

44

IRON PIN SET  
NE COR., NW 1/4  
NE 1/4



FENCE 18.3' WEST  
OF SURVEY LINE

QUINTON PARCEL  
0.138 Acres

FENCE 18.3' WEST  
OF SURVEY LINE

FENCE 11.5' WEST  
OF SURVEY LINE

PARCEL NO. 2  
5.352 AC±

1370' C - 640.04

PARCEL NO. 3  
5.020 AC±

18°13'20" W - 589.81

PARCEL NO. 4  
5.00 AC±

821.03

IRON PIN SET  
SE COR., NW 1/4  
NE 1/4

1/2 RECTANGULAR  
IRON PIN FOUND  
S 80°30'36" E - 2.70  
WOOD COR POST  
N 78° W - 5.8'

9' ON THE PARCEL.  
BY DATE: ROBERT BARKER AND JULIE BARKER AS  
RECORD 157 PAGE 148.

DATE OF SURVEY  
11/21/98

## DIAGRAM OF SECTION 3 MORGAN COUNTY

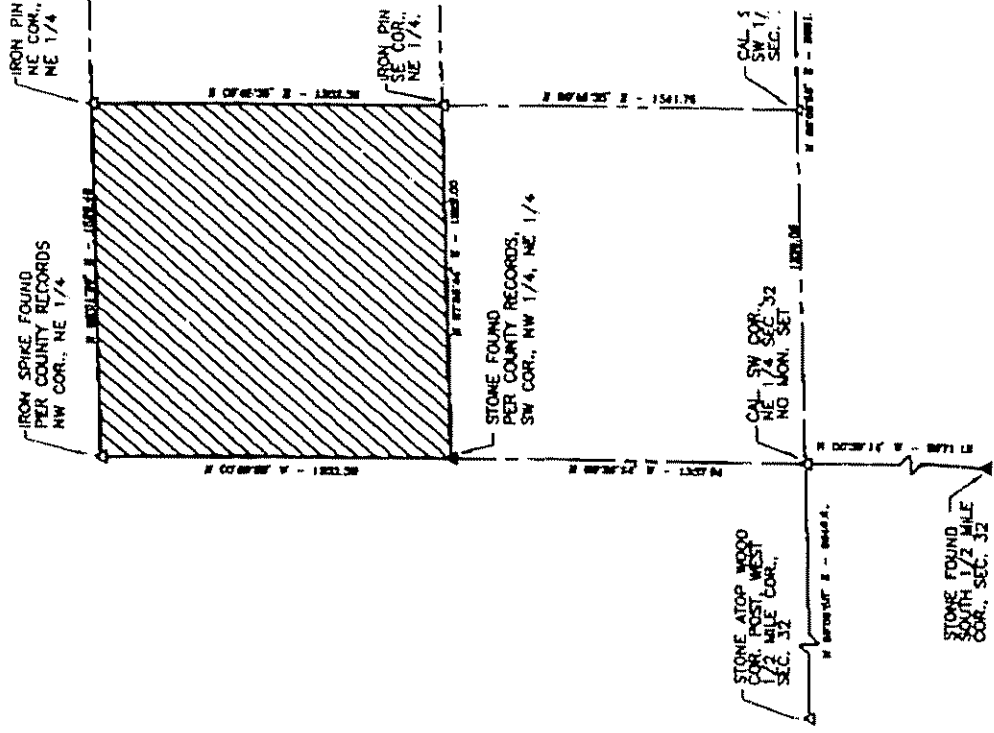
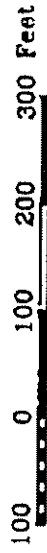


DIAGRAM NOT



PREPARED BY  
*Gregory J. 98*  
*Theresa J. 98*  
 J. H. L. C.  
 SURVEYORS

BEARING SYSTEM ASSUMED  
SCALE: 1 INCH = 100 FEET



**LEGEND**

▲	WOOD COR. POST	○	IRON PIN OR IRON POST
△	WOOD COR. POST	○	IRON PIN OR IRON POST
⊕	WOOD COR. POST	○	IRON PIN OR IRON POST
⊙	WOOD COR. POST	○	IRON PIN OR IRON POST
⊗	WOOD COR. POST	○	IRON PIN OR IRON POST
⊘	WOOD COR. POST	○	IRON PIN OR IRON POST
⊙	WOOD COR. POST	○	IRON PIN OR IRON POST
⊗	WOOD COR. POST	○	IRON PIN OR IRON POST
⊘	WOOD COR. POST	○	IRON PIN OR IRON POST

TER OF

Book 6 Page 1

DIAGRAM OF SECTION 32, T 12N, R 2E,  
MORGAN COUNTY, INDIANA.

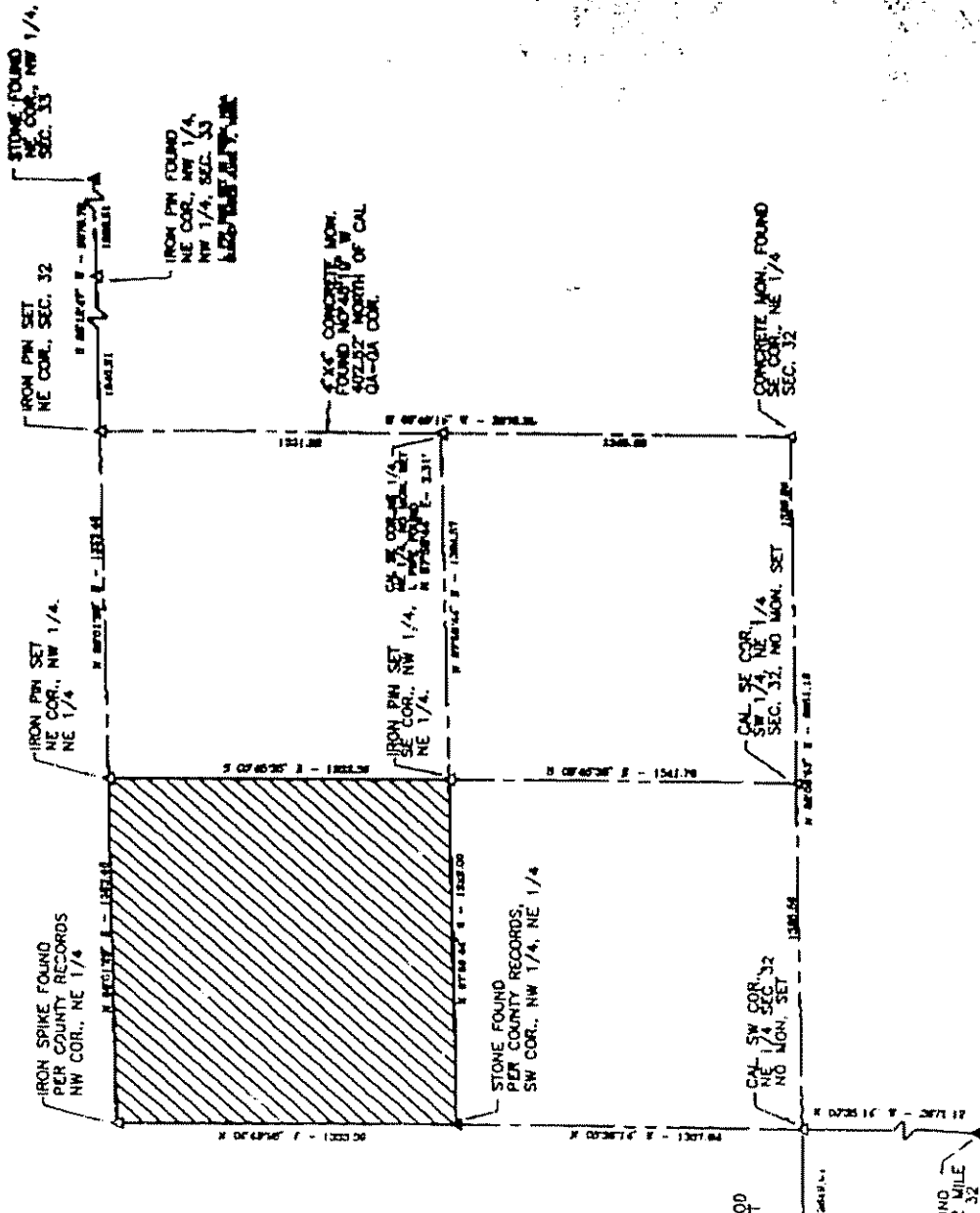


DIAGRAM NOT TO SCALE



*Adgey* 98  
*W.L.P.*  
*Marie Mince*

CERTIFICATION

I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that, to the best of my information, knowledge and belief, this plat represents a survey as completed under my direct supervision on January 13, 1900.

*Ross O. Holloway*  
Ross O. Holloway  
Indiana Registered  
Surveyor No. 28400  
Dated: January 13, 1900.

NG SYSTEM ASSUMED

1 INCH = 100 FEET



THIS PLAT IS A REVISION TO THE PREVIOUSLY RECORDED PLAT OF POPLAR RIDGE, AS RECORDED IN SURVEY RECORD PAGE 1 AND 2. THE REVISIONS ARE LIMITED TO RECONFIGURATION OF LOTS 1, 2 AND 3.

SECTION	32
TOWNSHIP	12N
RANGE	2E
COUNTY	MORGAN
STATE	INDIANA
DATE	JAN 13 1900
SURVEYOR	ROSS O. HOLLOWAY
NO.	28400
ACRES	360
REMARKS	REVISION TO POPLAR RIDGE

POPULAR RIDGE



13  
9604906

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LAKE MAINTENANCE AGREEMENT

WHEREAS, Robert and Julie Barker ("Developer") are owners as Tenants in Common of a certain tract of real estate in Morgan County, Indiana, described as Poplar Ridge.

And,  
WHEREAS, Developers intend to sell off the said estate into 8 separate tracts and to that end have negotiated with ("Buyers") for the sale of the (8) tracts;

WHEREAS, the Developers have laid out and constructed a stone roadway for ingress and egress to the real estate as described in the Access and Utility easement set out in Survey Book 5, page 343, (attached as Exhibit A) and as may be amended by a majority of the tract owners.

NOW THEREFORE, the signatory parties and all subsequent purchasers agree as follows:

- (1) Robert Barker is hereby appointed Lake Director to oversee maintenance of the lake.
- (2) The said Robert Barker or any subsequent Lake Director is to serve without bond or remuneration, and may appoint a successor to serve on the same conditions. Mr. Barker and a majority of the Buyers may elect a different director for a term not to exceed two years
- (3) In his sole discretion, the Lake Director is empowered to stock the lakes with fish, clean, filtrate or chemically adjust the lakes and to maintain them as needed to maintain a condition substantially equivalent to their existing condition and usefulness.
- (4) The Buyers of tracts shall be responsible for the cost of upkeep on the lakes. Each Buyer shall be responsible for its pro-rata share of maintenance costs, based on the number of occupied lots which touch each lake.
- (5) The Lake Director shall make assessments to Buyers no more frequently than semi-annually. Assessments shall be mailed by certified mail to the last known address for Buyers. Such Assessments shall be due no later than ten (10) days from the date they are mailed.

(6) The Lake Director shall maintain expense and income records and shall provide an accounting with each assessment.

(7) <sup>Lake</sup> The road director may enforce the assessment set out herein by (a) filing an affidavit in the Miscellaneous Records of the Morgan County Recorder, stating the facts regarding non-Payment of an assessment, the Buyer's name (s), a description of the delinquent tract, and that the assessment payment is more than thirty (30) days delinquent, which shall give rise to a lien, or (b) filing a suit in any court of competent jurisdiction to obtain a judgment lien, which may be foreclosed as in the case of any other judgment lien.

(8) The lien set out herein shall not result in reversion or forfeiture of title; however, the assessment shall bear interest at eighteen per cent (18%) per annum after thirty (30) days, and the road director shall be entitled to recover reasonable attorney's fees and court costs. Time is of the essence of this Agreement. The remedies set out herein shall not be mutually exclusive, and no delay in the exercise of rights shall constitute a waiver by the Lake Director.

(9) In the event that a "Buyer", herein the Defaulting Buyer, shall fail, refuse or for any reason be unable to maintain and repair or pay for his share of the cost of the maintenance and repair of the lake, the other Buyers herein the Non-defaulting Buyers, shall have, and are each hereby granted, the option to maintain the lake, on the condition that the Non-defaulting Buyer or Buyers shall have delivered to the Defaulting Buyer or Buyers thirty (30) days prior written notice of intention to exercise such and that upon the expiration of such notice, the Defaulting Buyer shall not have commenced or resumed as appropriate or paid his share of the cost of the maintenance of the lake. Non-defaulting Buyer shall then be entitled to pursue all damages at law or in equity against the Defaulting Buyer, including interest and collection costs.

(10) All owners of the above described real estate agree that if they have special need to utilize any lake in a manner that results in damage to the lake(s), they will be personally responsible for the cost of returning the lake to its original condition, i.e., the condition of the lake prior to the damage.

(11) In no event shall any Lake Director be held liable for any breach of his duties, failure to perform his duties, or for any occurrence whatsoever in connection with any person's use of any road, and all buyers hereby agree to hold the Lake Director harmless from any and all acts whatsoever, including acts of omission.

(12) The provisions of this Agreement shall be several and should any provision be found illegal, the rest of the Agreement shall survive if possible.

(13) This Agreement shall be binding upon the parties, their heirs, executors, transferees, and assigns.

Dated this 15th day April, 19 94.

[Signature]

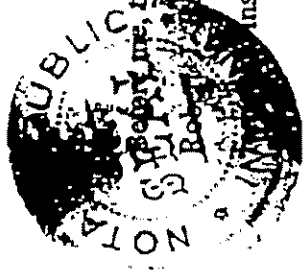
Robert J. Barker

AK/A Robert Barker

[Signature]

Julie A. Barker

AK/A Julie Barker



I, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Barker and Julie A. Barker, Husband and Wife, who acknowledged execution of the instrument, this 15th day of April, 19 94.

[Signature]

Notary Public

MICHELLE L. BRIDDLE, Notary Public  
County of Residence: Marion  
My Commission Expires: December 13, 1994

My Commission Expires: \_\_\_\_\_

This document prepared by: Robert J. Barker  
9035 Admirals Pointe  
Indianapolis, IN 46236

RECEIVED FOR RECORD  
April 15 19 94

[Signature]  
MORGAN COUNTY RECORDER

138  
9604507

Book 139 Page 90

ROAD MAINTENANCE AGREEMENT

WHEREAS, Robert and Julie Barker ("Developer") are owners as Tenants in Common of a certain tract of real estate in Morgan County, Indiana, described as Poplar Ridge.

And,  
WHEREAS, Developers intend to sell off the said estate into 8 separate tracts and to that end have negotiated with ("Buyers") for the sale of the (8) tracts;

WHEREAS, the Developers have laid out and constructed a stone roadway for ingress and egress to the real estate as described in the Access and Utility easement set out in Survey Book 5, page 343, (attached as Exhibit A) and as may be amended by a majority of the tract owners.

NOW THEREFORE, the signatory parties and all subsequent purchasers agree as follows:

- (1) Robert Barker is hereby appointed Road Director to oversee maintenance of the roadway.
- (2) The said Robert Barker or any subsequent Road Director is to serve without bond or remuneration, and may appoint a successor to serve on the same conditions. Mr. Barker and a majority of the Buyers may elect a different director for a term not to exceed two years
- (3) In his sole discretion, the Road Director is empowered to purchase stone and to arrange for the stone to be spread and the road to be graded and maintained as needed to maintain a condition substantially equivalent to its existing condition and usefulness (including snow removal) on the currently existing Access and Utility easement.
- (4) The Buyers of tracts shall be responsible for the cost of upkeep on the entire road. Any extensions of the road shall be put into place at the expense of Developers. Each Buyer shall be responsible for its pro-rata share of maintenance costs, based on the number of occupied lots served by the Road.
- (5) The Road Director shall make assessments to Buyers no more frequently than semi-annually. Assessments shall be mailed by certified mail to the last known address for Buyers. Such Assessments shall be due no later than ten (10) days from the date they are mailed.

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- (6) The Road Director shall maintain expense and income records and shall provide an accounting with each assessment.
- (7) The Road Director may enforce the assessment set out herein by (a) filing an affidavit in the Miscellaneous Records of the Morgan County Recorder, stating the facts regarding non-Payment of an assessment, the Buyer's name (s), a description of the delinquent tract, and that the assessment payment is more than thirty (30) days delinquent, which shall give rise to a lien, or (b) filing a suit in any court of competent jurisdiction to obtain a judgment lien, which may be foreclosed as in the case of any other judgment lien.
- (8) The lien set out herein shall not result in reversion or forfeiture of title; however, the assessment shall bear interest at eighteen per cent (18%) per annum after thirty (30) days, and the Road Director shall be entitled to recover reasonable attorney's fees and court costs. Time is of the essence of this Agreement. The remedies set out herein shall not be mutually exclusive, and no delay in the exercise of rights shall constitute a waiver by the Road Director.
- (9) In the event that a "Buyer", herein the Defaulting Buyer, shall fail, refuse or for any reason be unable to maintain and repair or pay for his share of the cost of the maintenance and repair of the roadway, the other Buyers herein the Non-defaulting Buyers, shall have, and are each hereby granted, the option to maintain and repair of the roadway, on the condition that the Non-defaulting Buyer or Buyers shall have delivered to the Defaulting Buyer or Buyers thirty (30) days prior written notice of intention to exercise such and that upon the expiration of such notice, the Defaulting Buyer shall not have commenced or resumed as appropriate or paid his share of the cost of the maintenance and repair of the roadway. Non-defaulting Buyer shall then be entitled to pursue all damages at law or in equity against the Defaulting Buyer, including interest and collection costs.
- (10) All owners of the above described real estate agree that if they have special need to utilize the easement in a manner that results in damage to the driving surface (such as bringing in heavy trucks or equipment when the surface is soft), they will be personally responsible for the cost of returning the surface to its original condition, i.e., the condition of the surface prior to the damage.



(11) In no event shall any Road Director be held liable for any breach of his duties, failure to perform his duties, or for any occurrence whatsoever in connection with any person's use of any road, and all buyers hereby agree to hold the Road Director harmless from any and all acts whatsoever, including acts of omission.

(12) The provisions of this Agreement shall be several, and should any provision be found illegal, the rest of the Agreement shall survive if possible.

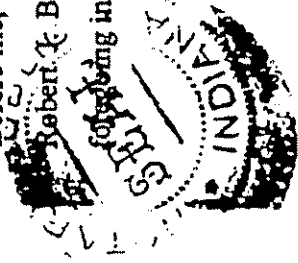
(13) This Agreement shall be binding upon the parties, their heirs, executors, transferees, and assigns.

Dated this 15<sup>th</sup> day April, 1996

Robert J. Barker  
Robert J. Barker  
AKA Robert Barker

Julie A. Barker  
Julie A. Barker  
AKA Julie Barker

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert J. Barker and Julie A. Barker, Husband and Wife, who acknowledged execution of the following instrument, this 15<sup>th</sup> day of April, 1996.



Michelle L. Bridgale  
Notary Public

My Commission Expires: \_\_\_\_\_

MICHELLE L. BRIDGALE, Notary Public  
County of Residence: Morgan

My Commission Expires: December 13, 1996

RECEIVED FOR RECORD  
April 15 1996

This document prepared by:  
Robert J. Barker  
9035 Admirals Pointe  
Indianapolis, IN 46236

at  
3:15 P.M.  
Yvonne Kivett  
MORGAN COUNTY RECORDER