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Mary Alice Gregg
Parke County Recorder IN
Recorded as Presented

FENCE MAINTENANCE AGREEMENT

This Agreement is made this 7th day of December, 2020, by and between **ROCKY FORK CLUB, INC.**, an Indiana corporation ("RFC") and **FRED SALMON FARM, L.P.**, an Indiana limited partnership ("FSF").

RECITALS

WHEREAS, RFC is the successor in interest to Rocky Fork Recreation Corporation, owner of real estate (the "RFC Land") conveyed to it by Helen M. Moore, by Deed dated August 22, 1958, and recorded in Deed Book 39, Page 222, in the Office of the Recorder of Parke County, Indiana, a copy of which is attached hereto as *Exhibit A* ("the Moore Deed"), and,

WHEREAS, FSF is the owner of the remaining land mentioned in the Moore Deed at the covenant regarding fence maintenance, ("The FSF Land") which adjoins the above-described real estate, and,

WHEREAS, RFC and FSF wish to affirm and clarify their respective duties and rights as set forth in the Moore Deed.

AGREEMENT

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

1) RFC shall, at its expense, maintain the fence, to the extent necessary to bring the fence to the condition contemplated by the express terms of the Moore Deed (but excluding any improvements to the fence over what was contemplated by the Moore Deed and would exclude any repair for future damages done by FSF or its contractors or agents), located on The FSF Land and other real estate owned by FSF starting from the property described in the Moore Deed starting at the north end near Spencer Drive (approximately Lat:39.685129, Long: -87.05891) and extending to the Southern part of Lot W-2 (approximately Lat: 39.67456, Long:-87.06058) in the Rocky Fork Development, in "Stock Proof" condition (as defined below), the specific location of which is shown on the attached *Exhibit B*.

2) INTENTIONALLY OMITTED.

3) RFC shall be further required to maintain only two gates within the fence line expressly described herein, consisting of the Southern gate, which is located due West of Lot W-93 (approximately Lat: 39.67926, Long: -87.06107) and is pictured on Exhibit B, attached hereto, and the Northern gate, which is located due West of McCain Drive (approximately Lat: 39.68235, Long: -87.06030) and is pictured on Exhibit B, attached hereto. RFC will not be responsible for any maintenance of any other gates installed, to be installed or currently existing in the fence line described in this instrument and/or the Moore Deed other than those specifically identified in this paragraph. To the extent the terms of the Moore Deed are in any manner inconsistent with this Agreement, this Agreement controls the rights and obligations of the parties as relates to the subjects addressed within it.

4) RFC has no obligation to maintain any gate other than the two (2) gates as described in paragraph 3 and contained within Exhibit B. The maintenance of any other gate existing on the property referenced in this Agreement shall be the obligation and responsibility of FSF alone.

5) The parties agree that the fence shall be considered to be "Stock Proof" if it consists of one line of barbed wire over a woven fence which is sufficiently intact so as to prevent livestock from getting through the woven portion of the fence. To the extent FSF establishes the current existing gates for which RFC is responsible to maintain, are, as of the date of the signing of this Fence Maintenance Agreement, not in the express condition contemplated by the Moore Deed, FSF shall provide 30 days written notice to RFC of the deficiency and opportunity to cure.

6) RFC shall have sole discretion over who performs the above-described maintenance and how it is performed. Further, RFC agrees to indemnify FSF and its partners, employees and/or agents against any claims, liabilities or damages including (without limitation) attorneys' fees and litigation expenses arising out of, or relating to, such maintenance caused by RFC's representatives, contractors, employees, members or agents related to property and fence access and/or maintenance in this respect, to the maximum liability of its then existing applicable insurance coverage limit for RFC for its CGL and umbrella policies, which combined shall have limits of not less than $2,000,000 (two million dollars). RFC agrees to name FSF as an additional insured on such policies, and shall provide on an annual basis, copies of declarations pages for such policies to FSF. However, FSF agrees not to submit any claim or to file any complaint for assumption of defense or indemnity under the terms of this paragraph unless such claim or complaint is related to RFC's obligations under the terms of this Agreement.

7) RFC shall be liable for damages caused by or to livestock belonging to FSF (or any tenant of FSF), if related to RFC's failure to so maintain the fence and gates included as an obligation of RFC herein, but only if RFC is provided with 30 days advance written notice from FSF of its intent to introduce or keep livestock within the confines of the fenced area, and if FSF has sent written notice to RFC which identifies any need for maintenance of the fence and gates known to FSF, which notice shall give RFC not less than 30 days to cure and to comply with its obligations hereunder.

8) RFC, and its representatives, contractors, or agents may come on to the property of FSF immediately adjacent to the fence as necessary to perform such maintenance described herein at any and all reasonable times after two (2) days written notice is given to FSF.

9) RFC shall not be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of RFC and which by the exercise of due diligence RFC is unable, wholly or in part, to prevent or overcome. Lack of funds on the part of RFC shall not constitute grounds for avoidance under this paragraph.

10) The terms of this Agreement shall run with the land so as to benefit FSF, and its successors and assigns, and to be binding on FSF and RFC, and their respective successors and assigns.

11) Upon a conveyance by either party of its real estate which is affected by this Agreement, the rights or obligations hereunder shall pass to the Grantee in such conveyance, and the Grantor shall have no further rights or obligations hereunder.

12) All notices provided to be given under this Agreement shall be given by hand-delivered notice or by certified or registered mail, addressed to the proper party, at the following addresses:

a) Notice must be sent first class US Mail addressed to: Official Rocky Fork Club address to the attention of then acting RFC President and Secretary and to FSF to the attention of Jayne and Hank Sanftleben, 12224 Castle Court, Carmel, IN 46033; AND

b) Electronic mail (email) sent to the acting RFC President and Secretary and for FSF to Hank and Jayne Sanftleben.

c) Text is not an acceptable form of notice.

13) This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

14) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Additionally, this Agreement was the result of free negotiation between the parties, and as such, no one party shall be considered the scrivener of same for the purposes of interpretation or otherwise.

15) This Agreement and the Related Documents (as defined below) constitute the sole agreement of the parties hereto and supersede any prior understandings or written or oral agreements between the parties respecting the subject matter within it. The term "Related Documents" means the Access Easement for Mowing, the Quitclaim Deed of Road Rights, the Warranty Deed, the Release and Settlement Agreement, the License Agreement for Road Access and Imposition of Restrictive Covenants, and the Letter Agreement dated April 22, 2019, also known as Ex A to the Release and Settlement Agreement.

16) No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

17) The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

18) No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

19) Should this Agreement or any part thereof be litigated in any Court, the prevailing party shall be entitled to recover its costs, litigation expenses, and reasonable attorney's fees.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

WITNESS the signatures of the parties on the dates set forth below.

ROCKY FORK CLUB, INC.

By: _____
John A. Cowan, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared John A. Cowan, President of Rocky Fork Club, Inc., and acknowledged the execution of the above and foregoing Fence Management Agreement.

WITNESS my hand and notarial seal this 7th day of December, 2020.

_____
Notary Public, Jennifer Rhorer
Resident of Marion County

My Commission Expires:

09-19-2024

WITNESS PROOF

Witness to the signature(s) of Rocky Fork Club, Inc., by John A. Cowan ("Signer"):

Anna E. Kingsley
Anna E. Kingsley. Witness ("Witness")

STATE OF INDIANA

COUNTY OF MARION

Before me, a Notary Public in and for said County and State, on December 7th, 2020, personally appeared Anna Kingsley, witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Signer to be the individual(s) described in and who executed the foregoing instrument; that Witness was present and saw Signer execute the same; that Witness at the same time subscribed his/her name as a witness thereto; and that 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.

Jennifer Rhorer
NOTARY PUBLIC, Jennifer Rhorer
Resident of Marion County

My Commission Expires:
09-19-2024

FRED SALMON FARM, L.P.

By: _____
Jayne A. Sanftleben, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Jayne A. Sanftleben, General Partner of Fred Salmon Farm, L.P., and acknowledged the execution of the above and foregoing Fence Maintenance Agreement.

WITNESS my hand and notarial seal this 7th day of December, 2020.

_____
Notary Public, Tabitha M. Wolfe
Resident of Marion County

My Commission Expires:
April 12, 2021

TABITHA MARIE WOLFE NOTARY SEAL PUBLIC INDIANA

WITNESS PROOF

Witness to the signature(s) of Fred Salmon Farm, L.P., by Jayne Sanftleben, General Partner ("Signer"):

Rebecca K. Mayo

Rebecca K. Mayo, Witness ("Witness")

STATE OF INDIANA

COUNTY OF Marion

Before me, a Notary Public in and for said County and State, on December 7, 2020, personally appeared Rebecca K. Mayo, witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Signer to be the individual(s) described in and who executed the foregoing instrument; that Witness was present and saw Signer execute the same; that Witness at the same time subscribed his/her name as a witness thereto; and that 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.

TABITHA MARIE WOLFE NOTARY SEAL PUBLIC INDIANA

Tabitha M. Wolfe
NOTARY PUBLIC, Tabitha M. Wolfe
Resident of Marion County

My Commission Expires:
April 12, 2021

THE PREPARER HAS NOT PERFORMED A TITLE EXAMINATION IN CONNECTION WITH THIS CONVEYANCE

THIS INSTRUMENT PREPARED BY:
KIGHTLINGER & GRAY, LLP
By: Steven K. Palmquist, Attorney
Bonterra Building, Suite 200
3620 Blackiston Blvd.
New Albany, IN 47150
(812) 949-2300

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. Steven K. Palmquist

My Commission expires January 15, 1962 (NOTARIAL SEAL) Alberta Reedy Notary Public.
Recorded this 2nd day of September 1958 at 2:20 o'clock P. M.

Robert E. Martin, Recorder.

39-222 #12,162 WARRANTY DEED

MABLE A. CLARK
TO
GORDON CLARK

This Indenture Witnesseth, That Mable A. Clark, unmarried of Parke County, in the State of Indiana Conveys and Warrants to Gordon Clark, unmarried of Parke County, in the State of Indiana, for and in consideration of other valuable considerations and One ($1.00) Dollars, the receipt whereof is hereby acknowledged, the following described Real Estate in Parke County in the State of Indiana, to-wit:

Lots No. One (1), Seven and Eight (7 and 8) in Block No. Three (3) in the Original Plat of the Town of Annapolis, Indiana.

In Witness Whereof, The said Mable A. Clark, unmarried has hereunto set her hand and seal, this 30th day of August 1958_

Mable A. Clark (Seal)
Mable A. Clark

STATE OF INDIANA, Parke COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 30th day of August, A. D., 1958, personally appeared the within named Mable A. Clark, unmarried Grantor in the above conveyance, and acknowledged the execution of the same to be her voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission expires May 7, 1959 (NOTARIAL SEAL) Beatrice F. Banta Notary Public.
Beatrice F. Banta

Recorded this 3rd day of September 1958 at 9:45 o'clock A. M.

Robert E. Martin, Recorder.

39-223 #12,173 WARRANTY DEED

HELEN MOORE
TO
ROCKY FORK RECREATION CORPORATION

THIS INDENTURE WITNESSETH, That Helen M. Moore, a widow, of Parke County, in the State of Indiana, CONVEY AND WARRANT to Rocky Fork Recreation Corporation, an Indiana Corporation, whose principal office is situated in the City of Terre Haute, Vigo County, State of Indiana, for the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following REAL ESTATE in Parke County, in the State of Indiana, to-wit:

A portion of the East Half (E½) of the Southwest Quarter (SW¼), Section Three (3), Township Fourteen (14) North, Range Six (6) West, and more particularly described as follows: Starting at a stake on the half section line twenty-one hundred fifty-six and ninety-six-hundredths (2156.96) feet north of the northeast corner stone of the Northwest Quarter (NW¼) of Section Ten (10), Township Fourteen (14) North, Range Six (6), West; thence south sixty (60) degrees thirty-eight (38) minutes west one hundred seventy-six and twenty-five-hundredths (176.25) feet; thence north seventy-one (71) degrees three (3) minutes west two hundred sixty-nine (269) feet; thence south two (2) degrees twelve (12) minutes west two hundred eighty-six and five-hundredths (286.05) feet; thence south ten (10) degrees two (2) minutes east ninety-eight and fifty-hundredths (98.50) feet; thence south forty-eight (48) degrees thirty-six (36) minutes west sixty-nine and seventy-six-hundredths (69.76) feet; thence south fifty-three and nine-hundredths (53.09) feet; thence south seventy-four (74) degrees thirty-two (32) minutes east three hundred fifteen and eighty-seven-hundredths (315.87) feet; thence north fourteen (14) degrees fifty (50) minutes east five hundred eighty-four and ninety-hundredths (584.90) feet - containing three and fourteen-hundredths (3.14) acres, more or less.
Subject to all legal easements and rights-of-way.

EXHIBIT "A"

Also, a portion of the East Half (E½) of the Southwest Quarter (SW¼) of Section Three (3), Township Fourteen (14) North, Range Six (6) West, more particularly described as follows: Starting at a stake on the half section line thirteen hundred eight and six-hundredths (1308.06) feet north of the northeast corner stone of the Northwest Quarter (NW¼) of Section Ten (10), Township Fourteen (14) North, Range Six (6) West; thence south eighty-two (82) degrees twelve (12) minutes west one hundred eight and fifty-one-hundredths (108.51) feet; thence south eleven (11) degrees thirty-six (36) minutes west one hundred sixty-two and ninety-hundredths (162.90) feet; thence south eighty-eight (88) degrees fourteen (14) minutes west four hundred eight and twenty-five-hundredths (408.25) feet; thence north eight (8) degrees fifty (50) minutes west one hundred eighty-six and twenty-five-hundredths (186.25) feet; thence north twenty-seven (27) degrees fifty-six (56) minutes west one hundred thirty-two and seventy-five-hundredths (132.75) feet; thence north sixty-four (64) degrees fifty-four (54) minutes west sixty-nine and sixty-hundredths (69.60) feet; thence north eighty-one (81) degrees thirty (30) minutes west ninety-one and thirty-hundredths (91.30) feet; thence south seventy-eight and forty-one-hundredths (78.41) feet; thence south thirty-four (34) degrees no minutes east one hundred one and seventy-hundredths (101.70) feet; thence south two (2) degrees twenty (20) minutes west one hundred sixty-four and eighty-seven-hundredths (164.87) feet; thence south fifty-one (51) degrees twelve (12) minutes east sixty (60) feet; thence south seventeen (17) degrees thirty-nine (39) minutes east ninety-five and thirty-three-hundredths (95.33) feet; thence south forty-six (46) degrees two (2) minutes west seventy-eight and forty-two-hundredths (78.42) feet; thence south forty-eight (48) degrees nineteen (19) minutes east forty-six and forty-six-hundredths (46.46) feet; thence south thirty-seven (37) degrees fifty-seven (57) minutes east seventy-seven and forty-eight-hundredths (77.48) feet; thence south five (5) degrees thirty-five (35) minutes west one hundred eighty-three and fifty-five-hundredths/(183.55)\ feet; thence south fifteen (15) degrees eleven (11) minutes east one hundred eighty-five and three-hundredths (185.03) feet; thence south eighty-seven (87) degrees thirty (30) minutes east one hundred fifty-four and seventy-seven-hundredths (154.77) feet; thence south eighty-four (84) degrees twenty-nine (29) minutes east sixty-five and fifty-five-hundredths/(65.55) feet; thence south thirty-nine (39) degrees twelve (12) minutes east ninety and seventeen-hundredths (90.17) feet; thence south twenty-six (26) degrees six (6) minutes west one hundred seventy-four and fifteen-hundredths (174.15) feet; thence south seventy-seven (77) degrees twenty-three (23) minutes east one hundred seventy-four and fifty-five-hundredths (174.55) feet; thence north eighty-nine (89) degrees fifty-seven (57) minutes east seventy-one and five-hundredths (71.05) feet; thence south sixty-two (62) degrees one (1) minute east ninety and seventy-hundredths (90.70) feet; thence north one (1) degree eight (8) minutes east eleven hundred twenty-seven and ninety-six-hundredths (1127.96) feet; following the half section line to the place of beginning - containing ten and seventy-three-hundredths (10.73) acres, more or less. Subject to all legal easements and rights-of-way.

Subject to the 1958 taxes due and payable in 1959 and all subsequent taxes.

It is convenanted by the grantee to build and maintain a legal stock proof fence perpetually between the land heretofore described and the remaining land of the grantor, and is to install in said fence or build and maintain two gates at the places designated by said grantor which gates are to be maintained with said fence.

It is further covenanted that the grantee is to allow the grantor, her heirs, assigns and legal representatives, to use any roadway, free of charge, which is established on said property heretofore described by said grantee.

It is further covenanted that if the grantor shall so desire, the grantor may determine a name for one highway or roadway located on the land heretofore described and sold to grantee.

It is further covenanted and agreed that the said grantor shall have a lot of Twenty Thousand (20,000) square feet to be located anyplace on the real estate heretofore described, free of charge, and upon the designation of said lot by said grantor, said grantor shall have the use and free access and right of ingress and egress to and from said real estate; provided, that the grantor has the right to designate in whose name the title to said lot is to be made, provided further, that such selection shall be made 30 days after grantor is notified that said real estate has been platted into lots.

IN WITNESS WHEREOF, the said Helen M. Moore, widow, has hereunto set her hand and seal this 22nd day of August 1958.

(DOCUMENTARY STAMPS) $3.30

Helen Moore.
Helen M. Moore

STATE OF INDIANA)
)SS:
COUNTY OF PARKE)

Before me, the undersigned, a Notary Public, in and for the aforesaid County and State, this 22nd day of August 1958, personally appeared Helen M. Moore, widow, and acknowledged the execution of the annexed deed.

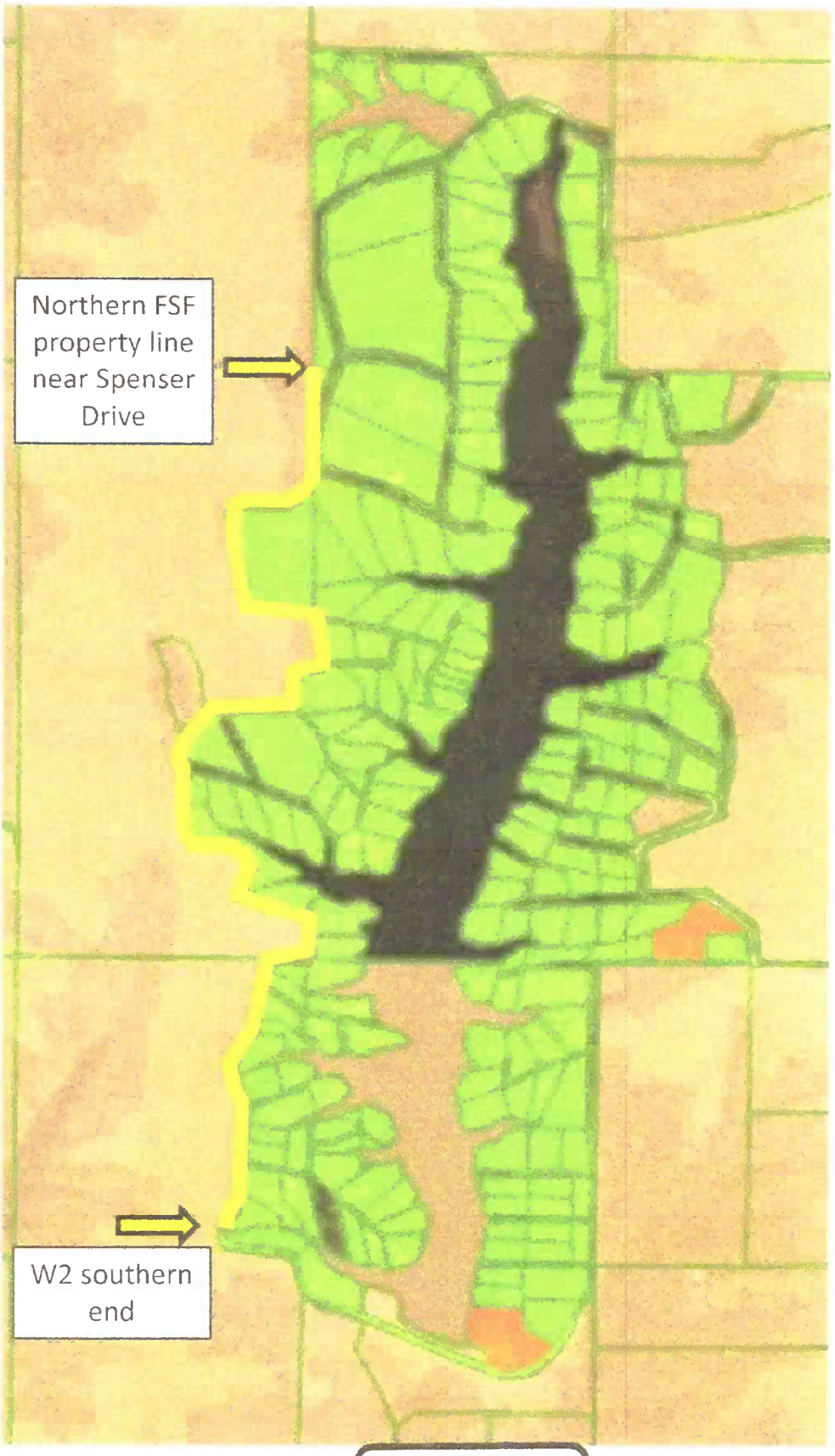
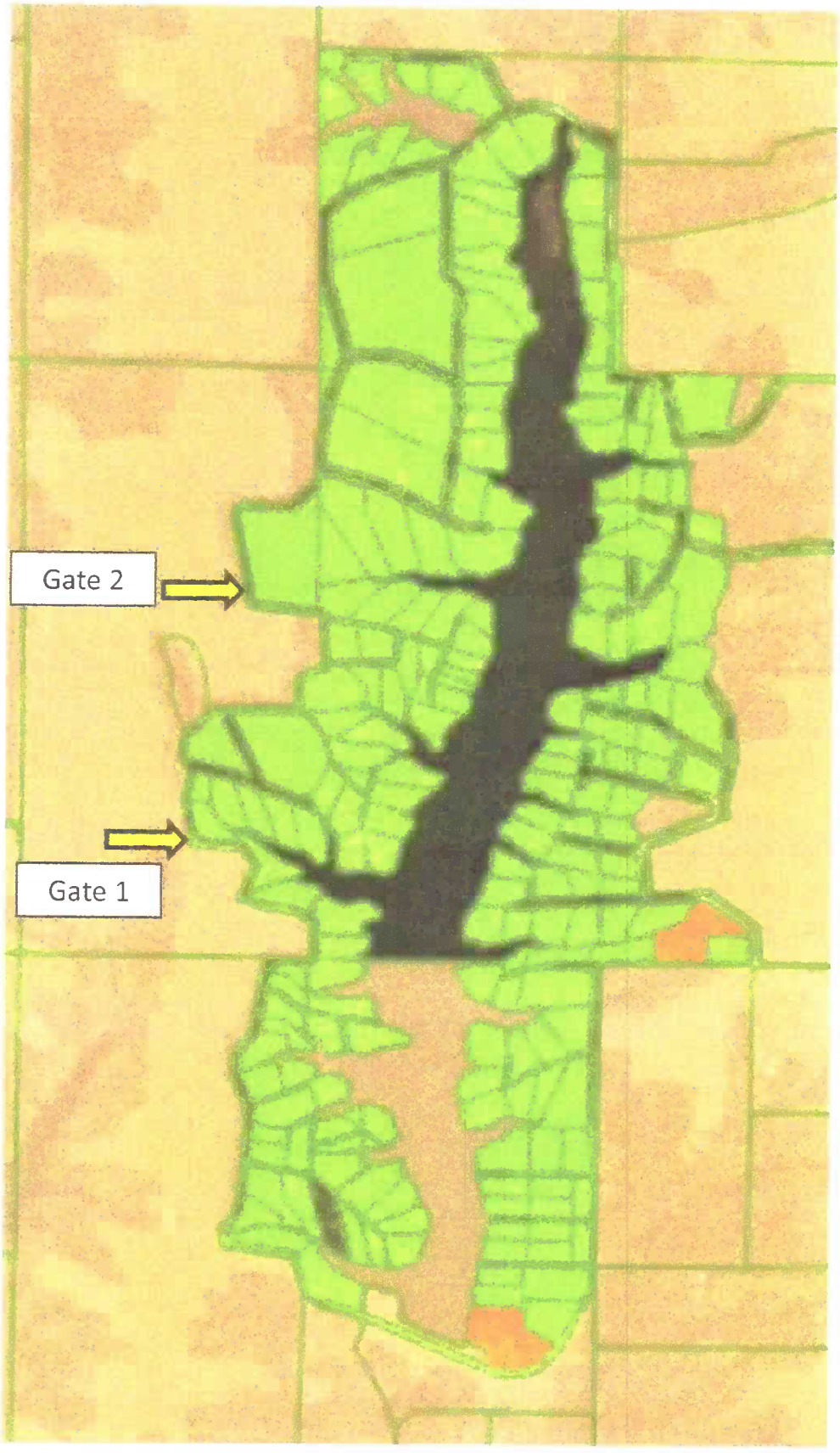

Northern FSF property line near Spenser Drive
W2 southern end

EXHIBIT "B"


Gate 2
Gate 1