

RECIPROCAL SEPTIC GRINDER AGREEMENT

This Reciprocal Septic Grinder Agreement ("Agreement") is entered into this 12 day of August, 2026 between The Estate of Allen W. Hinds, by its Personal Representative, Kimella S. Fisher, owner of the real property commonly known as 1075 Evergreen Avenue, Huntington, Indiana 46750 (Parcel ID# 35-05-100-074.600-004); and Dennis L. Chapin, owner of the real property commonly known as 1055 Evergreen Avenue, Huntington, Indiana 46750 (Parcel ID# 35-05-23-100-026.300-004).

RECITALS

1. The 1075 Evergreen Avenue Property is presently deeded to Allen W. Hinds and Sue C. Hinds. Sue C. Hinds died on December 5, 2014, and Allen W. Hinds died on March 2, 2026.
2. The Estate of Allen W. Hinds was opened with the Huntington Circuit Court under Cause Number 35C01-2604-EU-000039 on April 29, 2026.
3. On May 4, 2026, the Huntington Circuit Court appointed Kimella S. Fisher, daughter of Allen W. Hinds and Sue C. Hinds, as personal representative of the Estate of Allen W. Hinds, and Letters Testamentary were issued to Kimella S. Fisher by the Clerk of the Huntington Circuit Court.
4. The 1055 Evergreen Avenue Property is currently deeded to Dennis L. Chapin and Connie K. Chapin. Connie K. Chapin died on May 15, 2023.

5. The Parties acknowledge that a septic grinder serving both of the Evergreen Avenue properties is located upon and traverses portions of both properties, and that both properties depend upon the continued operation of this shared septic grinder.
6. The Parties agree that the septic grinder is a shared system utilized by both properties for wastewater conveyance and disposal.
7. During the lifetime of Allen W. Hinds, Allen W. Hinds paid Dennis L. Chapin the sum of Sixty Dollars (\$60.00) annually as reimbursement for electrical costs associated with the operation of the shared septic grinder.
8. The Parties hereby establish their respective rights and obligations regarding the operation, maintenance, repair, and cost-sharing agreements associated with the shared septic grinder and to ensure that such obligations run with the land and are binding on future owners.

WHEREFORE, in consideration of such mutual covenants and grants herein contained, the Parties agree as follows:

1. Shared Use

- A. The Parties acknowledge and agree that the septic grinder, together with all pipes, lines, conduits, equipment, and appurtenances serving both properties ("the System"), shall be available for the mutual benefit and use of both identified properties.

B. Each Party grants to the other a perpetual, non-exclusive easement over, under, and across such portions of their property as may be reasonably necessary for the continued operation, maintenance, inspection, repair, replacement, and use of the System.

2. Annual Electrical Cost Contribution

A. The owners of the 1075 Evergreen Avenue property shall pay to the owner of the 1055 Evergreen Avenue property the sum of Sixty Dollars (\$60.00) annually as reimbursement for a portion of the electrical expenses incurred in operating the System.

B. Such payment shall be due on or before January 1 of each calendar year, unless otherwise agreed upon, in writing, by the Parties.

C. The Parties may mutually agree, in writing, to adjust the annual reimbursement amount in the future if actual electrical costs materially increase or decrease.

3. Maintenance, Repair, and Replacement Costs

A. Except for the annual electrical reimbursement described above, all reasonable costs associated with the inspection, maintenance, upkeep, service, repair, and replacement of the System shall be shared equally by the Parties.

B. Accordingly, each Party shall be responsible for Fifty Percent (50%) of all such costs.

C. Except in emergency situations, a Party seeking repairs or maintenance shall provide reasonable notice to the other Party.

D. Each party is expected to act in good faith in securing a contractor or other maintenance worker when maintenance, repairs, or replacements are required.

4. Access

A. Each Party shall have reasonable access to the portions of the System located on the other Party's property for purposes of inspection, maintenance, repair, replacement, and operation, provided that such access is exercised at reasonable times and in a manner that minimizes interference with the use of the affected property.

5. Runs with the Land

A. The rights and obligations established by this Agreement shall be appurtenant to and shall run with the land. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, assigns, grantees, and future owners of the 1075 Evergreen Avenue Property and the 1055 Evergreen Avenue Property.

6. Recording

A. The Parties agree that this Agreement may be recorded in the Office of the Recorder of Huntington County, Indiana, and shall constitute notice to all subsequent owners of the rights and obligations contained herein.

7. Amendment

A. This Agreement may be amended only by a written instrument executed by the owners of both properties and, if recorded, by recording such amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.



Kimella S. Fisher, Personal Representative
of the Allen W. Hinds Estate



Dennis L. Chapin

STATE OF INDIANA

COUNTY OF HUNTINGTON, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of August, 2026, personally appeared Kimella S. Fisher, being of full legal age, who subscribed and swore to the truth of the statements contained herein and acknowledged the execution of the foregoing Reciprocal Septic Grinder Agreement.

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




Notary Public

Residing in Allen County, IN

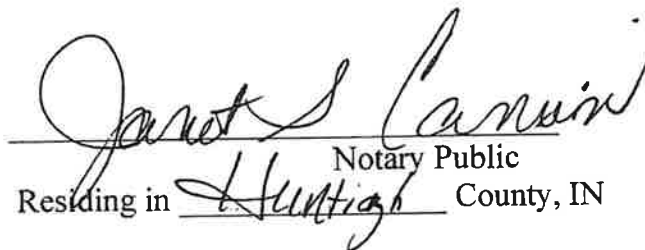
STATE OF INDIANA

COUNTY OF HUNTINGTON, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 12 day of August, 2026, personally appeared Dennis L. Chapin, being of full legal age, who subscribed and swore to the truth of the statements contained herein and acknowledged the execution of the foregoing Reciprocal Septic Grinder Agreement.

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




Notary Public
Residing in Huntington County, IN