



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
SKUNK HOLLOW MINOR PLAT AND  
GRANTING AND DECLARING  
FIFTY FOOT UTILITY EASEMENT**

DECLARANT'S SOURCE OF TITLE IS FROM WARRANTY DEED  
DATED DECEMBER 12, 2024 AND RECORDED ON THE 13<sup>th</sup> DAY OF DECEMBER, 2024  
IN THE MORGAN COUNTY  
RECORDERS OFFICE AS INSTRUMENT NO: 202411618

Prepared by:

Roger S. Curry VP  
1950 S. Morgantown Rd.  
Morgantown IN. 46160

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SKUNK HOLLOW MINOR PLAT AND GRANTING AND DECLARING FIFTY FOOT  
UTILITY EASEMENT**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SKUNK HOLLOW MINOR PLAT AND GRANTING AND DECLARING FIFTY FOOT  
UTILITY EASEMENT (the "Declaration"), is made on the 19<sup>th</sup> day of February, ,  
2025 (the "Effective Date") by FFCIC/TL LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS Declarant is the owner of certain real estate located in Morgan County, State of  
Indiana, which is more particularly described in Exhibit A, attached hereto, and incorporated herein  
by reference, hereinafter referred to as the "Real Estate".

WHEREAS, Declarants source of title to the Real Estate is from that certain Warranty  
Deed dated December 12, 2024, and recorded on the 13<sup>th</sup> day of December, 2024 in the Morgan  
County Recorder's Office as Instrument No. 202411618

NOW THEREFORE, Declarant hereby declares that all of the Real Estate described above  
shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and  
conditions, which are for the purpose of protecting the value and desirability of, and which shall run  
with, the Real Estate and shall be binding on all parties having any right, title, or interest in the  
described Real Estate, or any part thereof, their heirs, successors, and assigns, and shall inure to the  
benefit of each Owner thereof.

**ARTICLE 1**

**NAME**

This residential development shall be known and designated as Skunk Hollow Minor  
Plat.

**ARTICLE II**

**DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons  
or entities, of a fee simple Title to any Lot created out of the Real Estate by Declarant, including  
contract sellers, but excluding those having such interest merely as security for the performance of  
an obligation.

Section 2. "Real Estate" shall mean and refer to that certain real estate legally described on Exhibit A attached hereto, and such additions thereto as may hereafter be added by Declarant.

Section 3. "Lot" shall mean and refer to any plot or tract of land created by Declarant out of the Real Estate.

Section 4. "Declarant" shall mean and refer to FFCIC/TL LLC, Inc., its successors and assigns if such successor or assign acquires the rights, title, and interests of FFCIC/TL LLC, as Declarant under this Declaration.

Section 5. "Plat" shall mean and refer to any plat of the Real Estate that is proposed by Declarant and recorded in the office of the Recorder of Morgan County, Indiana, as the same may be hereafter amended or supplemented.

### ARTICLE III

#### LOTS

Section 1. Number of Lots: Declarant will create, develop, sell, and convey out of the Real Estate approximately four five (5) acre tracts and two 3.810 acre tracts, more or less (each a "Lot" and collectively the "Lots"). It is thus Declarant's intention to develop and sell approximately six (6) Lots, which Lots are preliminarily laid out on Exhibit B attached hereto and incorporated herein by this reference. Notwithstanding any provision to the contrary elsewhere contained, Declarant hereby stipulates that the lay out of the Lots, as depicted on Exhibit B attached hereto, is preliminary and may be amended or modified by Declarant in its sole discretion in order to provide for the orderly development of this project. The legal description set forth in all Deeds, Easements, and other documents of record shall take precedence over any layout depicted on Exhibit B attached hereto.

Section 2. Land Use: All Lots shall be used exclusively for single family residential and recreational purposes as herein set forth. No Owner shall have the right to sub-divide, dedicate, or otherwise convey any portion of the Lot said Owner receives from Declarant to form a unit of less area. Each Lot shall be conveyed as a separately designated and legally developed fee estate subject to the covenants, conditions, and restrictions contained herein, and otherwise placed of record. Notwithstanding the foregoing and for purposes of avoidance of doubt, contiguous Lots may be combined to form a larger, single lot, provided such can be done in conformance with all applicable Morgan County, Indiana zoning and other land use laws, ordinances, rules, and regulations. For example, Lots 5 and 6, as shown on Exhibit B, may be combined to form a single Lot containing 10 acres, in which case any restrictions applicable to what were the Lot lines between said Lots 5 and 6 would not apply.

### ARTICLE IV

#### USE RESTRICTIONS

Section 1. Type and Nature of Improvements: All Lots in this addition are reserved for single family residential and recreational use. No building or any part thereof erected on any Lot shall be used for commercial purposes, provided however, home-based business and agricultural uses that are allowed under Morgan County Zoning are permitted.

Section 2. Building Lines. No building or parts thereof shall be erected or maintained between any building set back lines and/or in street right of way lines, as shown on Exhibit B attached hereto or any other plat, map, Supplemental Declaration, or other drawing placed of record by Declarant. In no event may a structure be nearer than twenty five (25) feet from the side yard or rear yard to the closest point of any Lot's property lines, provided however, this restriction shall not apply to any fence erected by a Lot Owner. No improvements, but excepting any fence erected by a Lot Owner, may be erected within the twenty five (25) foot side or rear yard setback line referenced in the immediately preceding sentence or as otherwise shown on any map, plat, or other drawing depicting or describing the Skunk Hollow Minor Plat that is at any time placed of record by Declarant. For purposes of avoidance of doubt, in the event that any Owner buys two or more contiguous Lots, said contiguous Lots will be considered a single Lot for purposes of this Section 2, and the building, property, and set back lines will be measured only from the exterior boundary lines of the combined Lot. The above restrictions are minimum standards, and in any event each residence erected by an Owner must comply with all Morgan County governmental codes and regulations regulating buildings and set back lines.

Section 3. Occupancy and Temporary Residence Restrictions: No residence shall be occupied prior to completion without an occupancy permit. No temporary living quarters shall be constructed on any Lot. No trailer, tent, shack, garage, mini barn, or other outbuilding shall be erected or used on any Lot for temporary residence or at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Notwithstanding the preceding sentence, (i) a pole barn with living quarters that complies with the requirements of this Declaration and that complies with the applicable requirements of the Morgan County, Indiana building code and all applicable zoning ordinances and requirements will be allowed, provided that a residence is in fact constructed; (ii) An RV or camper may be stored inside a pole barn out of sight and serve as a short term residence; and (iii) RV's and campers will be permitted for recreational camping.

Section 4. Building Size Restrictions/Materials Used: Only single-family dwellings shall be constructed on any of the Lots which are to be created out of the above-described Real Estate, and no such single-family dwellings shall be permitted unless the enclosed area, exclusive of carport, garage, or open porch, conforms to the Morgan County, Indiana Building Codes and the following square footage requirements:

- (a) All one-story dwellings shall contain not less than 1,200 square feet.
- (b) All two-story dwellings shall contain not less than 1,000 square feet of ground

floor area.

- (c) All story and one-half dwellings shall contain not less than 1,200 square feet of ground floor area and shall not be less than 1,450 square feet overall.
- (d) All bi-level or tri-level dwellings shall contain not less than 1,000 square feet of area on the lowest levels of said structure above ground level.

In addition, all single family dwellings or residences must meet the following additional requirements:

- (a) No earth-berm homes are permitted, provided this shall not be construed to prevent a basement, and basements that otherwise comply with the requirements of this Declaration are permitted.
- (b) All roof pitches must be a minimum of 7:12.
- (c) To the extent practical, all utilities shall be underground.
- (d) Barn Houses may be constructed, provided they meet all Morgan County, Indiana building codes and otherwise comply with the requirements of this Declaration.

Section 5. Animals: Livestock are permitted, but shall not exceed 1 Cow/Calf pair per two (2) acres, or one horse per two (2) acres. No commercial confinement operations are allowed.

Section 6. Prohibited Activities: No noxious or offensive activities shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No underbrush or other unsightly growths shall be permitted to grow or remain adjacent to or in the vicinity of any Owners' house or improvements. No refuse pile or other unsightly objects shall be placed or suffered to remain on any Owners' Lot, provided however, Lot Owners shall have the right to place, erect, and maintain on their Lot a 4 foot by 8-foot compost pile not to exceed 4 feet in height. Each lot Owner shall regularly mow and maintain his/her Lot that is adjacent to the Owner's house or improvements in order to present an aesthetically pleasing appearance.

Section 7. Certain Vehicles and Personal Property Prohibited: Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any Lot, unless stored inside and out of sight. Campers are permitted to be kept outside as long as they are operable.

Section 8. Construction and Sale: Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of construction and sale of Lots, upon any portion of the Real Estate which Declarant owns, such structures and facilities as in the sole opinion of Declarant may be reasonably required, or be

convenient or incidental to, the construction and sale of its Lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices, and business offices.

#### Section 9. Additional Restrictions:

- A. Waste Disposal - No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste material, and such items shall only be kept in sanitary containers that are out of sight and under cover, except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean, sanitary condition.
- B. No private or semi-public water, septic, or sanitary sewer disposal system may be located or constructed upon any Lot unless the same is in full compliance with all federal, state and local governmental codes, ordinances, and regulations, and the Lot Owner shall have first procured all permits and other governmental authorizations that are required. All septic tanks and/or absorption fields must be located, installed, and constructed in accordance with all rules, regulations, and codes adopted by the Indiana State Board of Health, the Morgan County, Indiana Board of Health, and any other state, local, or federal government agency or organization having jurisdiction or authority over the same. Owner must obtain all necessary permits and authorizations prior to commencing such construction.
- C. Each Owner covenants to preserve and maintain the exterior of all improvements to or on their Lot, together with lawn and shrubbery, in a good and reasonable manner. No Owner shall permit his or her lot or the improvements thereon to become unsightly.

### ARTICLE V

#### SPECIFIC EASEMENT GRANTS AND DECLARATIONS

Section 1. Grant and Declaration of Fifty Foot Utility Easement Over North Boundary of Lots 1 and 2 and Over West Boundary of Lots 1,3,4,5, and 6. Declarant hereby grants, declares, and establishes for the benefit of the Real Estate, inclusive of all Lots that comprise the Real Estate, a perpetual, non-exclusive easement under, through, and across (i) that certain fifty foot wide strip of real estate east and west along the north perimeter boundary of Lots 1 and 2, and (ii) that certain fifty foot wide strip of real estate north and south along the west perimeter boundary of Lots 1 3, 4, 5, 6, and 7 (the "Fifty Foot Utility Easement Tracts"), all as generally shown and depicted on Exhibit B attached hereto and incorporated herein by reference, and which said Fifty Foot Utility Easement Tracts are more particularly described on Exhibit C attached hereto and incorporated herein by this reference, said easement being granted to allow for the construction, installation, operation, flow, passage, use, maintenance, connection, repair, servicing, removal and replacement of utilities, and

including but not limited to sewer lines, water lines, internet and fiber lines, gas lines, and all other utility lines and structures (collectively the "Utility Lines"). The Fifty Foot Utility Easement Tracts will be available to and will benefit any owners of Lots that comprise the Real Estate for the aforementioned purposes and also will benefit and be available to any utility company or other person who utilizes the Fifty Foot Utility Easement Tracts for purpose of installing Utility Lines for the benefit of any Lots that comprise the Real Estate. The easement rights hereby granted shall specifically include the right to construct, install, operate, repair, service, and maintain any underground utility facilities and appurtenances upon and across the Fifty Foot Utility Easement Tracts, together with the non-exclusive right and easement to tap into and connect to existing Utility Lines for the benefit of a Lot, provided that any such rights can be exercised without adverse effect on any other Lot that was theretofore using any Utility Line in the Fifty Foot Utility Easement Tracts. This non-exclusive grant, declaration, and establishment of the foregoing Fifty Foot Utility Easement in and to the Fifty Foot Utility Easement Tracts shall be subject to the following terms and conditions:

- a. At least twenty days prior to any Owner of a Lot commencing any installation, maintenance, repair, construction, or connection to a Utility Line, said Owner shall provide the fee simple owner(s) of any Lot(s) encumbered by the Fifty Foot Utility Easement and upon whose Lot the Fifty Foot Utility Easement Tracts are located with a written notice stating and describing the need for the work in the respective Fifty Foot Utility Easement Tract, the nature of the work, the anticipated commencement and completion dates for the work, and a certificate of insurance for the contractor meeting commercially reasonable standards.
- b. The installation, operation, maintenance, repair, construction, or connection to a Utility Line shall not unreasonably and materially interfere with any Lot Owners existing use of the Fifty Foot Easement Tract or any existing use of a Utility Line located therein. The Owner of any Lot intending to access the Fifty Foot Easement Tract or any existing Utility Line located therein shall bear all costs associated or related to the installation, maintenance, repair, construction, or connection to any Utility Lines in the Fifty Foot Easement Tract and shall repair to the original specifications any damage to the Fifty Foot Easement Tract.
- c. Notwithstanding the foregoing grant of easement, any connections to a Utility Line may only be made by the Owner of a Lot comprising the Real Estate if said Owner does the following:
  - i. makes at the Owner's sole expense any and all improvements to the Utility Line as are necessary or required to increase the capacity of the Utility Line in question so that it will continue to adequately serve or service all other Lots that are currently using said Utility Line; and
  - ii. procures all permits, licenses, and approvals and pays any and all tap or similar fees that are required to make any such improvements and to utilize the Utility Line.

## ARTICLE VI

### EASEMENTS

Section 1. Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and Other Development Easements. The following rights and easements reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to enjoy, declare, or further alter or grant easements shall automatically terminate and pass to any successor of Declarant ("Successor") one (1) year after Declarant shall have conveyed the last Lot within the Real Estate, unless otherwise set forth herein.

(a) Declarant hereby reserves unto itself during the period of time Declarant owns any of the Real Estate, and thereafter unto any Successor, the right to grant easements for access, utility, drainage, sanitary sewer, and storm sewer purposes (the "Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements") in, on, and over all of the Real Estate, and inclusive of all Lots, so as to permit Declarant, any Owner of any Lot(s), any third party private or public utility company, or third party contractor engaged by Declarant, any Owner of any Lot(s), or any third party private or public utility company to install and allow to be installed, constructed, and maintained all electrical, telephone, water, gas, utility, drainage, sanitary sewer, and storm sewer facilities and structures for purposes of serving any Dwelling Unit constructed on the Real Estate, inclusive of all Lots. The foregoing Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements may include all areas of the Real Estate outside of any Dwelling Units located on Lots, with the exception of any areas covered by chimneys or patios. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, sanitary sewer, storm sewer, utility, cable, landscape, sign, transmission, flowage, or other similar type of easement. Pursuant hereto, Declarant shall have, retain, and reserve the right to execute and record Supplemental Declarations and/or Easement Agreements, as Declarant shall determine to be appropriate, for the purpose of granting, creating, establishing, and declaring such Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements upon the Real Estate, and inclusive of any Lots.

(b) Declarant reserves unto itself during the period of time Declarant owns any of the Real Estate, and thereafter unto any Successor, the right to grant easements creating and/or establishing and maintaining proper surface water drainage throughout the Real Estate, and an easement of ingress and egress through so much of the remainder of the Real Estate as is reasonably necessary or appropriate, to perform such actions as Declarant or any Successor deems necessary or appropriate, for the



purpose of establishing and maintaining proper surface water drainage throughout the Real Estate. Pursuant hereto, Declarant shall have, retain, and reserve the right to execute Supplemental Declarations and/or Easement Agreements, as Declarant shall determine to be appropriate, for the purpose of establishing and maintaining proper surface water drainage.

(c) Declarant reserves unto itself during the period of time Declarant owns any of the Real Estate, and thereafter unto any Successor, an undefined sign and facilities easement ("Sign and Facilities Easement") granting to Declarant the right to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Real Estate or the Lots therein, lighting, walkways, pathways, fences, walls, and any other landscaping, architectural, and/or recreational features or facilities considered necessary, appropriate, useful or convenient, upon the Real Estate. Any such signs shall comply with any applicable zoning requirements. Pursuant hereto, Declarant shall have, reserve, and retain the right to execute Supplemental Declarations and/or Easement Agreements, as Declarant shall determine to be appropriate, for the purpose of granting, creating, establishing, and declaring such Sign and Facilities Easements upon the Real Estate, and inclusive of any Lots.

(d) Declarant retains and reserves unto itself during the period of time Declarant owns any of the Real Estate, and thereafter unto any Successor, the full right, title, and authority to:

(i) Relocate, alter, or otherwise change the location of any Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Sign and Facilities Easements, any Access Easements, or any facility or structure at any time located therein or thereon;

(ii) Grant, declare, or create such further easements, licenses, and access and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for access, ingress and egress, utility, drainage, sanitary sewer, storm sewer, and landscape and similar purposes on or within any portion of the Real Estate, for the benefit of the Real Estate or any portion thereof. Pursuant hereto, Declarant shall have the right to execute Supplemental Declarations and/or Easement Agreements, as Declarant shall determine to be appropriate, for the purpose of granting, creating, establishing, and declaring such access, ingress and egress, utility, drainage, sanitary sewer, storm sewer, and landscape and similar purposes on or within any portion of the Real Estate, for the benefit of the Real Estate or any portion thereof; and

(iii) Describe more specifically or change the description of any Access, Ingress, Right of Way, Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Sign and Facilities Easement, or any other easement, license, or right-of-way now or hereafter existing on the Real Estate, by written instrument, Supplemental Declaration, amended Plat, or amendment to the Plat recorded in the Office of the Recorder of the County in which the Real Estate is located.

(e) During the period of time Declarant owns any of the Real Estate, Declarant shall have an easement for access to, over, on, or through the Real Estate for the purpose of constructing structures and other improvements in and to the Lots, and for installing, maintaining, repairing, and replacing such other improvements to the Real Estate as are contemplated by this Declaration or as Declarant desires, in Declarant's sole discretion, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Lot, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to any improvement thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners of Lots.

(f) The title of any Owner of any Lot shall be subject to the rights and easements reserved herein.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Right of Enforcement: In the event of a violation, or threatened violation, of any of the covenants, conditions, and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots, and all parties claiming under them shall have the right to enforce the covenants, conditions, and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions, and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment: Declarant may make reasonable amendments to this Declaration if required in order to provide for the orderly development of the Real Estate, the laying of utilities and infrastructure, and the sale of Lots comprising the Skunk Hollow Minor Plat during such period of time as Declarant shall have an ownership interest in the Real Estate, which Amendment shall be accomplished by an instrument executed by Declarant filed in the office of the Morgan County, Indiana Recorder, provided however no such Amendment shall be permitted which shall materially diminish the value of any mortgagees' interest in any Lots, the security of any mortgage granted by an Owner, or materially and unreasonably interfere with any Lot Owner's use and enjoyment of his or her lot.

This Declaration may also be amended or changed following the date of recordation by an instrument recorded in the office of the Recorder of Morgan County, Indiana, signed or approved by at least seventy (70) percent of the then Owners of Lots; provided, that Declarant shall no longer

hold title to any portion of the Real Estate.

Section 3. Declarations Run with Land: This Declaration shall run with the land and shall be binding upon all parties claiming under it. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

IN WITNESS WHEREOF, FFCIC/TL LLC, has executed this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKUNK HOLLOW MINOR PLAT AND GRANTING AND DECLARING FIFTY FOOT UTILITY EASEMENT this 19th day of February, 2025.

Declarant  
FFCIC/TL LLC

By: Roger S. Curry  
Roger S. Curry, Vice President

STATE OF INDIANA       )  
                                          ) SS:  
COUNTY OF JOHNSON    )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 19th day of February, 2025, at which time Roger S. Curry, Vice President of FFCIC/TL LLC, personally appeared and acknowledged the execution of the above and foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SKUNK HOLLOW MINOR PLAT AND GRANTING AND DECLARING FIFTY FOOT UTILITY EASEMENT to be his voluntary act and deed.

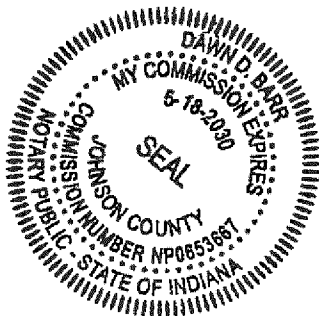
My Commission Expires:

Dawn D. Barr  
Notary Public

5-18-2030

Dawn D. Barr  
Name Printed

Johnson  
County of Residence



This instrument prepared by: Roger S. Curry Vice President, 1950 South Morgantown Road  
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.

  
Roger Curry

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## **EXHIBIT A**

**The Real Estate consists of the following legally described real estate located in Morgan County, Indiana, to wit:**

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 2 EAST, GREEN TOWNSHIP, MORGAN COUNTY, INDIANA AND BEING PART OF THE LANDS CONVEYED TO DEBORAH A. WALLACE TUTTLE & THOMAS AARON MUSGRAVE (INST #202105901) BEING THAT 28.940 AC. TRACT OF LAND SHOWN ON THE PLAT OF AN RETRACEMENT SURVEY OF SAID TRACT CERTIFIED BY ERIC M. LANG, P.S. #21000192 LAST REVISED ON NOVEMBER 19, 2024, MCALLISTER LAND CONSULTING, LLC PROJECT 24-MORGANCO.TUTTLE (ALL REFERENCES TO MONUMENTS AND COURSES HEREIN ARE AS SHOWN ON SAID PLAT OF SURVEY) DESCRIBED AS FOLLOWS:

BEGINNING AT A IRON PIN FOUND MARKING THE SOUTHWEST CORNER OF SAID QUARTER; THENCE WITH THE WEST LINE OF SAID QUARTER N01°09'58"W FOR A DISTANCE OF 1334.30 FEET TO A IRON PIN FOUND, MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER N88°26'46"E FOR A DISTANCE OF 945.00 FEET TO A MAG NAIL FOUND; THENCE WITH THE WEST LINE OF STACY HOWE'S LAND (INST #201914101) S01°10'31"E FOR A DISTANCE OF 1333.53 FEET TO A IRON PIN FOUND AT THE SOUTH LINE OF SAID QUARTER; THENCE WITH SAID SOUTH LINE S88°23'58"W FOR A DISTANCE OF 945.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.940 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND LEGAL RIGHTS-OF-WAY OF RECORD.

**EXHIBIT B**

**GENERAL DEPICTION AND LAY OUT OF SKUNK HOLLOW 6 LOTS**



### Contact

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https://id.land/ranching/maps/94a51941d89d5e8c3bd9969ab27bb1d8/share



39.4901, -86.2708

3D

(https://id.land)

## **EXHIBIT C**

### **LEGAL DESCRIPTION FOR FIFTY FOOT UTILITY EASEMENT TRACTS**

SITUATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 2 EAST, GREEN TOWNSHIP, MORGAN COUNTY, INDIANA AND BEING PART OF THE LANDS CONVEYED TO DEBORAH A. WALLACE TUTTLE & THOMAS AARON MUSGRAVE (INST #202105901)

BEGINNING AT A IRON PIN FOUND MARKING THE SOUTHWEST CORNER OF SAID QUARTER, AND BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT TRACT; THENCE WITH THE WEST LINE OF SAID QUARTER N01°09'58"W FOR A DISTANCE OF 1334.30 FEET TO A IRON PIN FOUND, MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER N88°26'46"E FOR A DISTANCE OF 50 FEET; THENCE S01°9' 58"E FOR A DISTANCE OF 1334.90 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER ; THENCE WITH SAID SOUTH LINE S88°23'58"W FOR A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

ALSO, BEGINNING AT A IRON PIN FOUND MARKING THE SOUTHWEST CORNER OF SAID QUARTER; THENCE WITH THE WEST LINE OF SAID QUARTER N01°09'58"W FOR A DISTANCE OF 1334.30 FEET TO A IRON PIN FOUND, MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER, AND BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT TRACT; THENCE WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER N88°26'46"E FOR A DISTANCE OF 945.00 FEET TO A MAG NAIL FOUND; THENCE WITH THE WEST LINE OF STACY HOWE'S LAND (INST #201914101) S01°10'31"E FOR A DISTANCE OF 50 FEET ALONG THE EAST LINE OF SAID QUARTER; THENCE S88°23'58"W FOR A DISTANCE OF 945.22 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N01°09'58"W FOR A DISTANCE OF FIFTY FEET TO THE TRUE POINT OF BEGINNING.