

July 25, 2024

Washington County Recorder
99 Public Square
#100
Salem, In 47167

INSTRUMENT #: 20242294
TERRI L. GRAVES, RECORDER
WASHINGTON COUNTY, SALEM IN
RECORDED AS PRESENTED
07/29/2024 02:35:04 PM
NUMBER OF PAGES: 15
MISC FEE 25.00

RE: Recording Declaration Declaring and Granting Fifty
Foot Non Exclusive Utility Easement and Declaring
Covenants, Conditions,
And Restrictions

Dear Recorder,

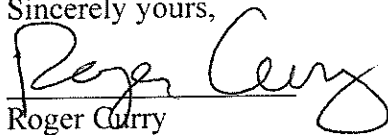
FFCIC/KM LLC is enclosing for recording our Declaration Declaring and Granting Fifty Foot Non Exclusive Utility Easement for a 37.983 acre real estate property our company, FFCIC/KM LLC, is the record owner of pursuant to a Warranty Deed recorded as Instrument NO 20241724 on June 5, 2024. The Declaration has been fully executed and notarized and the redaction clause executed. I trust you will find it in proper form for recording, and we would ask you to please do so.

I enclose our check in the amount of \$25.00 to cover the recording costs.

I have also enclosed a postage prepaid envelope for your convenience in returning the recorded Declaration to me.

Please let me know if there are any issues. If not, I look forward to receipt of the recorded Declaration.

Sincerely yours,



Roger Curry
PO Box 7
Whiteland, In 46184
317-691-1675
roger@rogerscurry.com

D:\Data\IDOCs\REP\roger\IRSC\kevin\washington county 37.893 acres\Washington County Recorder.doc

**DECLARATION DECLARING AND GRANTING FIFTY FOOT NON-EXCLUSIVE
UTILITY EASEMENT AND
DECLARING COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS**

FOR

WASHINGTON COUNTY 4 LOTS

DECLARANT'S SOURCE OF TITLE IS FROM WARRANTY DEED
DATED MAY 24, 2024 AND RECORDED ON THE 5th DAY OF JUNE, 2024 IN THE
WASHINGTON COUNTY
RECORDERS OFFICE AS INSTRUMENT NO: 20241724

Prepared by:

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

**DECLARATION DECLARING AND GRANTING FIFTY FOOT NON-EXCLUSIVE
UTILITY EASEMENT AND
DECLARING COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS
FOR WASHINGTON COUNTY 4 LOTS**

THIS DECLARATION DECLARING AND GRANTING FIFTY FOOT NON-EXCLUSIVE UTILITY EASEMENT AND DECLARING COVENANTS, CONDITIONS, AND EASEMENTS, AND RESTRICTIONS FOR WASHINGTON COUNTY 4 LOTS (the "Declaration"), is made on the ____ day of June, 2024 (the "Effective Date") by FFCIC/KM LLC hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS Declarant is the owner of certain property in Washington 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 May 23, 2024, and recorded on the 5th day of June, 2024 in the Washington County Recorder's Office as Instrument No. 20241724.

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 Washington County 4 Lots.

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 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 of land created by Declarant out of the Real Estate.

Section 4. "Declarant" shall mean and refer to FFCIC/KM LLC, Inc., its successors and assigns if such successor or assign acquires the rights, title, and interests of FFCIC/KM 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 Washington 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 Lots suitable for construction of residential dwellings. It is this Declarant's intention to develop and sell approximately four (4) Lots, which lots are preliminarily laid out on Exhibit B attached hereto and incorporated herein by 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 and absolute 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 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 described 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. For example, Lots 1 and 2, as shown on Exhibit B, may be combined to form a single Lot containing approximately 20 acres, in which case any restrictions applicable to what were the Lot lines between said Lots 1 and 2 would not apply.

ARTICLE IV

USE RESTRICTIONS

Section 1. Type and Nature of Improvements: All Lots in this addition are reserved for one-family residential 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 Washington 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, or other drawing placed of record by Declarant. In no event may a structure be nearer than twenty-five (25) feet to the closest point of any Lot's property lines. No improvements may be erected within the twenty-five (25) foot set back line referenced in the immediately preceding sentence or as otherwise shown on any map, plat, or other drawing depicting or describing the Washington County 4 Lots 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 Washington 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 a 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 Washington 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 maybe stored inside a pole barn out of sight and serve as a short term residence; and (iii) RV's will be permitted for weekend camping during such times as an Owner is in the process of constructing a residence on a Lot.

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 Washington County, Indiana Building Codes and the following square footage requirements:

- (a) All one-story dwellings shall contain not less than 1,250 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 1,000 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 basement, and basements that otherwise comply with the requirements of this Declaration are permitted.
- (b) All roof pitches must be a minimum of 4:4.
- (c) To the extent practical, all utilities shall be underground.
- (d) Barn Houses may be constructed, provided they meet all Washington 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 1.5 fenced acre, or one horse per 1 acre fenced area. No more than three outside dogs, three cats, or three of any other household pets may be kept. 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, including barking dogs. No underbrush, or other unsightly growths shall be permitted to grow or remain upon any Owners' Lot. 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 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 Subdivision 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 Washington County, Indiana Board of Health, and any other state, local, or federal governmental 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 and other landscaping, in a good and reasonable manner. No Owner shall permit his or her lot or the improvements thereon to become unsightly.

ARTICLE V

NON-EXCLUSIVE EASEMENT RIGHTS OF OWNERS

Each Lot Owner shall have a non-exclusive right with all other Lot Owners to use all easement areas as shall be set forth on any and all easements, plats, or other documents placed of record by Declarant in order to provide for the orderly development of the Washington County 4 Lots, which shall include the right of each Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other common facilities located in or on any other Lot that serves said Owner's Lot.

ARTICLE VI

GENERAL RESERVATION AND DECLARATION AND GRANT OF EASEMENTS

Section 1. Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements and Other Development Easements Reserved to Declarant. 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 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, and hereby reserves and/or grants to any public or private utility, a general easement for 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 any Lot, so as to permit Declarant to properly install and allow to be installed 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 shall include all areas of the Real Estate outside any Dwelling Units located on Lots, with the exception of any areas covered by chimneys or patios. Improvements or permanent structures installed within the Real Estate are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair, remove, or replace any necessary facilities or structures used for utility, drainage, sanitary sewer, or storm sewer purposes. 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.

(b) Declarant reserves unto itself during the period of time Declarant owns any of the Real Estate, and thereafter unto any Successor, an easement ("Lake Easement") and right-of-way in and to any Lake Area(s) or areas now or hereafter shown on any Plats, Supplemental Declarations, or other documents of record as "Common Area" or "Lake" or any other areas within the Real Estate used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration 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, which such actions shall include the construction, repair, maintenance, and replacement of retention and detention ponds or lakes in accordance with the requirements of applicable law and/or all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(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") 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, anywhere upon the Real Estate. Any such signs shall comply with any applicable zoning requirements.

(d) Declarant 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 Landscape Easements, any Lake Easements, any Sign and Facilities Easements, or any facility or structure at any time located therein or thereon;

(ii) Grant such further easements, licenses, and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for 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 Utility, Drainage, Sanitary Sewer, or Storm Sewer Easements, any Landscape Easements, any Lake 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, 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, including any Lot and any Common Areas, for the purpose of constructing structures and other improvements in and to the Lots and Common Areas, and for installing, maintaining, repairing, and replacing such other improvements to the Real Estate (including any portions of the Common Areas) 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 Common Areas and 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

GRANT AND DECLARATION OF FIFTY FOOT UTILITY EASEMENT.

Section 1. Grant and Declaration of Fifty Foot Utility Easement. 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 that area of the Real Estate that is more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Fifty Foot Utility Easement Tract") 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"). This Fifty Foot Utility Easement shall be available to any owners of Lots that comprise the Real Estate for the aforementioned purposes and shall also be available to any utility company or other person who utilizes the Fifty Foot Utility Easement Tract for purposes 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 Tract, 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 Tract. This non-exclusive grant, declaration, and establishment of the foregoing Fifty Foot Utility Easement in and to the Fifty foot Utility Easement Tract 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 of any Lot encumbered by the Fifty Foot Utility Easement and upon whose Lot the fifty foot Utility Easement Tract is located with a written notice stating and describing the need for the work in the 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 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 to 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 VIII

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 Washington County 4 Lots 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 Washington 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 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 Washington 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. Invalidity 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/KM LLC., has executed this Declaration & Covenants, Conditions, and Restrictions of ~~Washington~~ Washington County 4 Lots, this 30th day of June, 2024.

Declarant
FFCIC/KM LLC

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

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

30th Subscribed and sworn to before me, a Notary Public in and for said County and State, this day of June, 2024, at which time Roger S. Curry, Vice President of FFCIC/KM LLC, personally appeared and acknowledged the execution of the above and foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ~~WASHINGTON~~ WASHINGTON COUNTY 4 LOTS to be a voluntary act and deed.

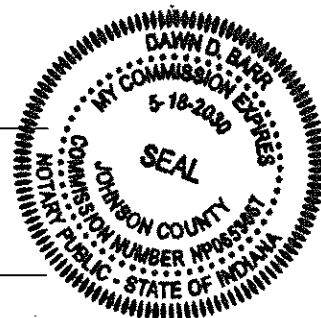
My Commission Expires:

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
Roger Curry

EXHIBIT A

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

BEING PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 5 EAST, GIBSON TOWNSHIP, WASHINGTON COUNTY, AND BEING ALL OF THE LANDS CONVEYED TO W.C. GARRIOTT, WILLIAM C. GARRIOTT, AND CHARLES E. GARRIOTT (INST #20003470), RECORDS OF THE RECORDER'S OFFICE OF WASHINGTON COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A IRON PIN FOUND MARKING THE NORTHWEST CORNER OF SAID QUARTER; THENCE WITH THE NORTH LINE OF SAID QUARTER S89°25'08"E FOR A DISTANCE OF 1290.71 FEET TO A NAIL FOUND ON THE APPROXIMATE CENTERLINE OF MOUNT ROAD, MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID ROAD AND WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER S00°11'50"E FOR A DISTANCE OF 894.92 FEET TO A MAG NAIL SET; THENCE WITH THE NORTHERLY RIGHT OF WAY OF STATE ROAD 56 FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) S16°48'42"W FOR A DISTANCE OF 395.49 FEET TO A PIN SET;
- 2) S88°56'22"W FOR A DISTANCE OF 434.16 FEET TO A PIN SET;
- 3) THENCE WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3919.72

FEET, AND ARC LENGTH OF 319.01 FEET, A CHORD BEARING OF S86°31'18"W FOR A DISTANCE OF 318.92 FEET TO A PIN SET; THENCE WITH THE NORTH LINE OF THE LANDS CONVEYED TO JOHN M. HUDSON AND JENNA R. PLASSE (INST #20194211) N88°54'56"W FOR A DISTANCE OF 426.41 FEET TO A PIN SET ON THE WEST LINE OF SAID QUARTER; THENCE WITH SAID WEST LINE N00°01'32"W FOR A DISTANCE OF 1305.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 37.893 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS AND LEGAL RIGHTS-OF-WAY OF RECORD.

EXHIBIT B

EXHIBIT B

6/4/24, 12:01 PM

Land id™ - Share Map View - Branded

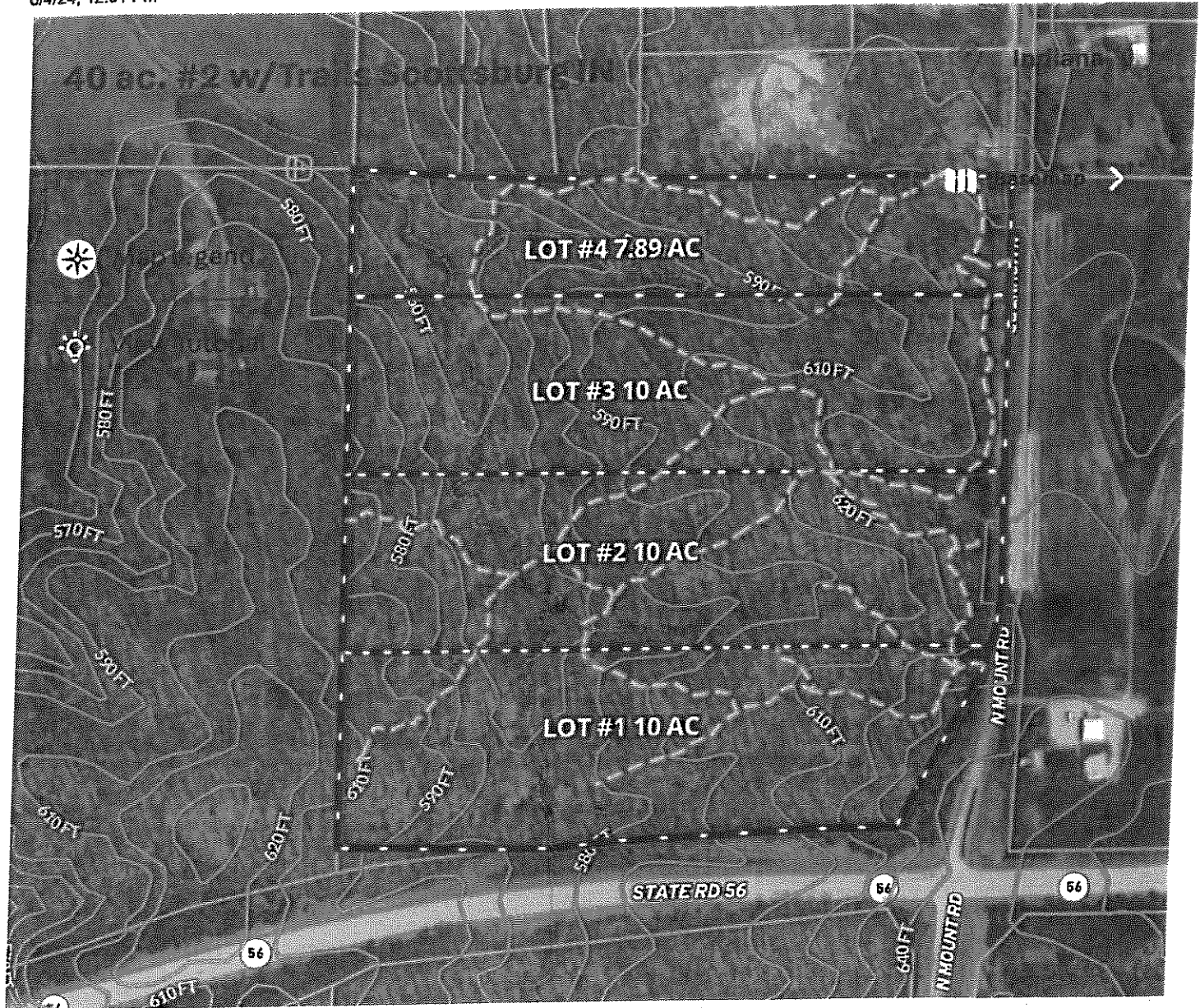


Exhibit C

Fifty Foot Utility Easement Legal Description

BEING PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 5 EAST, GIBSON TOWNSHIP, WASHINGTON COUNTY, AND BEING ALL OF THE LANDS CONVEYED TO W.C. GARRIOTT, WILLIAM C. GARRIOTT, AND CHARLES E. GARRIOTT (INST #20003470), RECORDS OF THE RECORDER'S OFFICE OF WASHINGTON COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A IRON PIN FOUND MARKING THE NORTHWEST CORNER OF SAID QUARTER; THENCE WITH THE NORTH LINE OF SAID QUARTER S89°25'08"E FOR A DISTANCE OF 1290.71 FEET TO A NAIL FOUND ON THE APPROXIMATE CENTERLINE OF MOUNT ROAD, MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, BEING THE POINT OF BEGINNING FOR THIS LEGAL DESCRIPTION, AND THEN FROM SAID POINT OF DESCRIPTION ALONG SAID ROAD AND WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER S00°11'50"E FOR A DISTANCE OF 894.92 FEET TO A MAG NAIL SET; THENCE WITH THE NORTHERLY RIGHT OF WAY OF STATE ROAD 56 S16°48'42"W FOR A DISTANCE OF 395.49 FEET; THENCE S88°56'22"W FOR A DISTANCE OF 50.0 FEET; THENCE N16°48'42"E FOR A DISTANCE OF 395.49 FEET; THENCE N00°11'50"W FOR A DISTANCE OF 894.92 FEET, AND THENCE WITH THE NORTH LINE OF SAID QUARTER S89°25'08"E FOR A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS AND LEGAL RIGHTS-OF-WAY OF RECORD.