

ORDINANCE 2024-5

**An Ordinance to Approve and  
Fix Terms and Conditions for the Purchase of Land**

**WHEREAS**, pursuant to the authority granted to the Morgan County Council (“Council”) by the General Assembly of the State of Indiana, under Indiana Code section 36-2-2-20, the Council must approve an Ordinance for a conveyance or purchase by a county of land having a value of One Thousand Dollars (\$1,000) or more must be authorized by an ordinance of the county fiscal body fixing the terms and conditions of the transaction.”; and

**WHEREAS**, the Morgan County Board of Commissioners intend to purchase land from Terry Lee Burnside (“Seller”) under certain terms, which are described in the attached and incorporated “*Contract For Purchase of Real Estate*” marked as “Exhibit 1”; and

**WHEREAS**, Exhibit 1 indicates a purchase price of Two Hundred Ninety-eight Thousand Dollars (\$298,000) (“Purchase Price”), the agreement requires Council approval pursuant to Indiana Code section 36-1-10.5-5 and Indiana Code section 36-2-2-20.

**NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED BY THE MORGAN COUNTY COUNCIL, AS FOLLOWS:**

Section 1. The Morgan County Council (“Council”) has been provided two appraisals for the property owned by Seller and described in Exhibit 1 (“Property”).

Section 2. Per Indiana Code section 36-2-2-20, the Council approves of all the terms and conditions described in the “Contract for Purchase of Real Estate,” which is attached hereto as Exhibit 1. The Council recognizes that the Purchase Price does not exceed the average of the two appraisals received and accepted by the Council.

Section 3. To the extent Council approval is required, the Council approves the execution and deliverance of any and all documents necessary to approve the “Contract for Purchase of Real Estate” and authorizes officers of the County, to take any and all action necessary to ratify, approve, or finalize the transaction.


Ordinance 2024-5 is hereby presented to the Morgan County Council of Indiana, read in full, and adopted this 4th day of March, 2024.

Approved by the Morgan County Council on the 1st day of April, 2024.

**MORGAN COUNTY COUNCIL, INDIANA**

*"Aye"*

*"Nay"*

  
\_\_\_\_\_  
Kim Merideth, President

\_\_\_\_\_  
Kim Merideth, President

  
\_\_\_\_\_  
Vickie Kivett, Vice President

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Vickie Kivett, Vice President

  
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Chip Keller, Member

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Chip Keller, Member

  
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Melissa Greene, Member

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Melissa Greene, Member

  
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Brian Culp, Member

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Brian Culp, Member

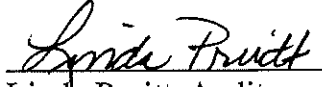
  
\_\_\_\_\_  
Troy Sprinkle, Member

\_\_\_\_\_  
Troy Sprinkle, Member

  
\_\_\_\_\_  
Jason Maxwell, Member

\_\_\_\_\_  
Jason Maxwell, Member

**ATTEST:**

  
\_\_\_\_\_  
Linda Pruitt, Auditor  
Morgan County, Indiana

Date: \_\_\_\_\_

Exhibit 1  
*Contract for Purchase of Real Estate*

(Remainder of page intentionally blank)

**CONTRACT FOR PURCHASE OF REAL ESTATE**

Morgan County, Indiana, an Indiana Government entity ("Purchaser"), and Terry Lee Burnside ("Seller"), agree as follows:

1. **Property.** Subject to the terms and conditions contained herein, the Purchaser agrees to purchase and the Seller agrees to sell real estate located in Martinsville, Morgan County, Indiana, shown on the attached *Exhibit A*, and including all improvements thereto either permanently installed, or which belong to or are used in connection with the real estate, wherever located (all referred to as the "Property"). *See also* the attached *Exhibit B (Legal Descriptions of Parcel)* which further describes the Property.
2. **Purchase Price.** The purchase price shall be Two Hundred Ninety-eight Thousand Dollars (\$298,000) ("Purchase Price"). On closing this transaction, the Purchaser shall pay the Purchase Price to the Seller.
3. **Conditions of Contract.** In addition to other provisions of this Contract, the Purchaser's obligations hereunder are subject to satisfaction of the following conditions, unless waived in whole or in part by the Purchaser:
  - 3.1 **Financing and County Council Approval.** This Contract is fully contingent upon the County Council's approval required by IC 36-2-2-20 and IC 36-1-10.5-5.
  - 3.2 **Environmental.** The Purchaser's obligation under this Contract is subject to the Purchaser's determining that, in the Purchaser's sole discretion, the development of the Property is economically feasible based upon the environmental inspections, studies, and reports that the Purchaser receives. In the Purchaser's sole discretion, there shall not be unacceptable levels of contamination of hazardous materials on the Property.
  - 3.3 **Existing Tenants.** The Purchaser's obligation under this Contract is subject to the Seller providing evidence that any and all Tenants of the Property have vacated the property and any associated leases or contractual obligations related to such tenancy have been satisfied or extinguished peaceably and without dispute. Seller shall indemnify and hold harmless the Purchaser against and with regard to any claim, proceeding or suit by any tenant of Seller with respect to Seller's obligations under any lease or other contracts related to the Property.
  - 3.4 **Planning & Zoning.** The Purchaser's obligation under this Contract is subject to the Purchaser obtaining any Planning & Zoning approval(s) required for Purchaser's intended use(s) of the Property. In the event that the current zoning of the property is not adequate for purchasers need. Purchaser, at purchaser's sole expense, shall apply for Zoning Approval to rezone the property that permits such use and shall report to Seller on a monthly basis as to the status of the Zoning Approval. Purchaser shall submit a complete petition for zoning approval

required by Purchaser as soon as reasonably possible and shall diligently prosecute the petition for zoning approval. Seller agrees to cooperate with Purchasers rezoning application, if any.

- 3.5 **Well and Septic.** The Purchaser's obligation under this Contract is subject to the Purchaser's confirmation that the current well on the property and options for installation of a septic system make the availability of clean and safe drinking water and sewage disposal both legally and economically feasible. Purchaser shall begin testing related to both the well and proposed septic installation as soon as practicable, and both Seller and Purchaser shall diligently pursue a resolution to any issues.
- 3.6 **Due Diligence.** The Purchaser's obligation under this Contract is subject to the Purchaser's determining that, in the Purchaser's sole discretion, the development of the Property is economically feasible and suitable for Purchaser's intended use(s) based upon the Purchaser's receipt of studies, inspections, reports, and other information, including but not limited to the items listed above and below
- 3.6.1 **Existing Documents.** Within ten days after the execution of this Contract, the Seller shall provide the Purchaser with copies of the existing leases and any amendments, copies of the Seller's title insurance commitment or policy, and copies of any reports, surveys or other documents affecting the Property, including but not limited to soils reports, geotechnical reports, environmental reports or surveys, and plans.
- 3.6.2 **Right of Entry.** Prior to closing, the Purchaser, its agents, and its representatives shall be entitled to enter upon the Property for inspections, surveys, soil tests, environmental testing, evaluation of tenant, examination, and land-use planning. All studies and inspections shall be carried out during reasonable hours in coordination with the Seller and at no cost to the Seller.
- 3.6.3 **Due Diligence Period.** The Purchaser shall have sixty days after the completion and submittal of all studies and inspections, to determine if the Property, in the Purchaser's sole discretion, is suitable for its needs ("Due Diligence Period"). Such studies and inspections include, but are not limited to, market studies, soil tests, environmental studies, architectural drawings, and other such tests as determined advisable by the Purchaser.
- 3.6.4 **Right to Terminate Contract.** If the Purchaser determines, in its sole discretion, that the Property is unsuitable for its needs and gives written notice of the same to the Seller during the Due Diligence Period or any extension, then this Contract shall become null and void. If the Purchaser elects not to terminate this Contract within the Due Diligence Period or any extension, then this Contract shall remain in full force and effect, and

the transaction shall continue to closing.

- 3.7 **No Encroachments.** All improvements on the Property shall be located entirely within the bounds of the Property and there shall be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Property.
- 3.8 **Marketable Title.** Marketable title to the Property shall be conveyed to the Purchaser subject only to:
- 3.8.1 Covenants, conditions, restrictions and easements, if any, satisfactory to the Purchaser, in the Purchaser's sole discretion;
- 3.8.2 Liens which the Purchaser agrees to pay or which are resolved by the Seller prior to closing;
- 3.8.3 Zoning ordinances and other governmental restrictions affecting the use of the Property, satisfactory to the Purchaser, in the Purchaser's sole discretion.
- 3.9 **Purchaser Reports.** If this Purchase Agreement is terminated for any reason, Purchaser covenants to return to Seller promptly any Seller documents and property information received by Purchaser for inspection or review as part of Purchaser's due diligence. In addition, Purchaser will provide to Seller copies of any environmental reports or other reports, testing, analysis and survey pertaining to the property or any aspect of the property.

#### 4. **Survey and Title Evidence.**

- 4.1 **Abstract of Title.** The Seller shall furnish an abstract of title to the Property, if available, for historical purposes.
- 4.2 **Title Insurance.** The Seller, at the Purchaser's expense, shall furnish the Purchaser an Owner's Policy of Title Insurance in an amount equal to the amount of the Purchase Price from a company acceptable to the Purchaser insuring marketable title subject only to such exceptions as are permitted by this Contract. The standard exceptions are to be deleted from the Owner's Policy.
- 4.3 **Survey.** The Purchaser shall receive a plat of survey of the Property satisfactory to the Purchaser, certified as of a current date, showing the location of all improvements and easements located thereon at no expense to the Purchaser. The survey made of the Property shall conform to the Minimum Standards for an Indiana Land Title Survey. Purchaser shall provide a copy of the survey to the title company within sixty (60) days after the date of final execution of this Agreement.
- 4.4 **Charges.** The Purchaser, at Purchaser's expense shall order the title evidence and

a survey.

5. **Assessments and Taxes.** The Seller shall pay assessments for public improvements becoming a lien prior to closing.

As the Purchaser is a tax-exempt entity, the Seller shall pay all real estate taxes assessed for and becoming a lien during the calendar year in which closing occurs. Real estate taxes that are not due and payable at the time of closing shall be allowed to the Purchaser as a credit on the cash payment required on closing. For closing purposes, the present tax rate shall be used if the applicable tax rate has not been set. When the applicable tax rate is set, the Seller shall make payment to the Purchaser of any shortfall of real estate taxes due and payable.

6. **Risk of Loss.** The Seller shall bear the risk of loss or damage to the improvements occurring subsequent to the acceptance of this Contract and until delivery of the deed.

7. **Environmental Concerns.** The Seller hereby covenants, to the best of the Seller's knowledge and belief: (a) the Property is not, or ever was contaminated with hazardous substance; (b) the Seller has not knowingly caused and will not cause the release of any hazardous substance on the Property, and will remediate any releases caused by the Seller until possession is relinquished; (c) the Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or threat or likelihood thereof, for the cleanup, removal or remediation of any such hazardous substance from the Property; (e) there is no asbestos on the Property; (f) there is no underground storage tank on the Property; and (g) by acquiring the Property, the Purchaser will not incur or be subjected to any "superfund" liability for the clean-up, removal or remediation of any hazardous substance from the Property or any liability for such conditions, or the costs or expenses for the removal of any asbestos or underground storage tank from the Property.

The terms "hazardous substance," "release," and "removal" as used herein shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601 and I.C. 13-7-8.7-1, provided, however, that the term "hazardous substance" as used herein also shall include "hazardous substance" as defined in paragraph (8) of 43 U.S.C. Section 9603 and "petroleum" as defined in paragraph (5) of 42 U.S.C. Section 9661. The term "superfund" as used herein means the Comprehensive Environmental Response, Compensation and Liability Action, as amended, and any similar state statute or local ordinance applicable to the Property, including, without limitation, I.C. 13-7-5-1, et seq., and I.C. 13-7-8.7-1, et seq., I.C. 13-7-22.5-1 et seq., and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. Section 9661.

8. **Default.** If the Seller, through no fault of the Seller, is unable to convey marketable title as required by this Contract and the defect or defects are not waived by the Purchaser,

the Seller shall pay the Purchaser any sums expended by the Purchaser for survey or title evidence; provided, however, the Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by the Purchaser and deduct that amount from the Purchase Price.

If the Seller refuses to perform as required, the Purchaser may pursue all available legal and equitable remedies.

**9. Closing and Possession.**

**9.1 Closing Date.** The transaction shall be closed at a time and place acceptable to both parties after all conditions have been met, before May 31, 2024.

**9.2 Extension of Closing Date.** Either party may request and receive a thirty day extension of the closing date in the event the transaction cannot be closed due to delay in obtaining the title evidence, title clearance work, survey or loan approvals, rezone or environmental remediation provided that such delay does not result from the fault of the party requesting the extension.

**1.1 Deed and Affidavit.** At closing, the Seller shall deliver to the Purchaser an executed general Warranty Deed in recordable form conveying marketable title to the Property subject only to exceptions permitted by this Contract together with an executed Seller's Affidavit satisfactory to the Purchaser.

**1.2 Possession.** Possession of the Property shall be delivered to the Purchaser at closing.

**2. Other Contractual Provisions.**

**2.1 No Brokerage Fees.** The parties certify to each other that no realtors or brokers have been involved in the transaction and that no fees or commissions will be paid or claimed as a result of this transaction.

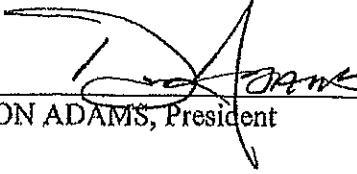
**2.2 Authority of Parties.** The parties represent to each other that each has full power and authority to enter into and perform this Contract, and furthermore that the delivery and performance of this Contract has been duly authorized by all necessary action.


Dated this 1st day of April, 2024.



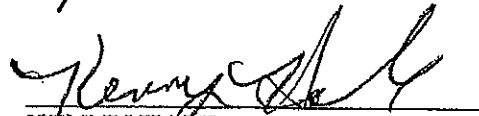
**PURCHASER, Morgan County,**

**BY Morgan County Board of  
Commissioners**

  
DON ADAMS, President

ATTEST:   
LINDA PRUITT  
Morgan County Auditor

  
BRYAN COLLIER

  
KENNY HALE

**SELLER, Terry Lee Burnside**

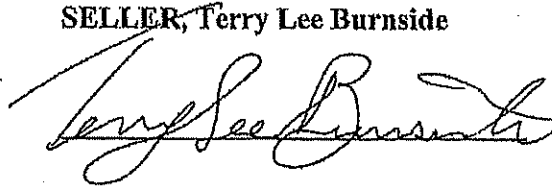


Exhibit A

Parcel Numbers

- 55-05-35-100-006.000-006
- 55-05-35-100-007.001-006
- 55-05-35-100-008.001-006
- 55-05-35-100-008.002-006

Exhibit B

## Legal Descriptions

## PARCEL 1

## Tract 1

Part of the Northwest Quarter of Section 35, Township 13 North, Range 1 East, Clay Township, Morgan County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of Section 35, Township 13 North, Range 1 East, Clay Township, Morgan County, Indiana; thence South 89 degrees 18 minutes 41 seconds West (assumed bearing) 553.16 feet on the South line of said Northwest Quarter; thence North 00 degrees 16 minutes 21 seconds East 1916.00 feet; thence North 89 degrees 26 minutes 39 seconds West 254.18 feet to a 5/8 inch rebar w/cap marked "Weihe Engr LS 0012" ("capped rebar") at the POINT OF BEGINNING of this description; thence continue North 89 degrees 26 minutes 39 seconds West 216.23 feet to a capped rebar on the southeasterly right-of-way line of State Road #67, as per I.S.H.C. E.A. Project #293, dated 1939; thence South 61 degrees 22 minutes 05 seconds East 202.00 feet to a capped rebar; thence North 22 degrees 20 minutes 22 seconds East 102.38 feet to the POINT OF BEGINNING, containing 10,278 square feet or 0.24 acres, more or less.

## Tract 2

Part of the Northwest Quarter of Section 35, Township 13 North, Range 1 East, Clay Township, Morgan County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of Section 35, Township 13 North, Range 1 East, Clay Township, Morgan County, Indiana; thence South 89 degrees 18 minutes 41 seconds West (assumed bearing) 553.16 feet on the South line of said Northwest Quarter; thence North 00 degrees 16 minutes 21 seconds East 1916.00 feet; thence North 89 degrees 26 minutes 39 seconds West 270.05 feet to a 5/8 inch rebar w/cap marked "Weihe Engr LS 0012" ("capped rebar") at the POINT OF BEGINNING of this description; thence North 11 degrees 01 minutes 05 seconds East 215.81 feet to a capped rebar on the southerly line of the real estate described in Deed Book 190, page 205 in the Morgan County Records Office; thence North 68 degrees 25 minutes 57 seconds West 11.20 feet to a ("capped rebar") at the Northeast corner of Parcel 1 as described in Weihe Engineers Inc. Job #92-905; thence South 14 degrees 04 minutes 24 seconds West on the East line of said Parcel 1 of said WEI Job #92-905, 222.40 feet to a capped rebar; thence South 89 degrees 26 minutes 39 seconds East 23.25 feet to the POINT OF BEGINNING, containing 3,701 square feet or 0.09 acres, more or less.

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35,  
TOWNSHIP 13 NORTH, RANGE 1 EAST OF THE SECOND PRINCIPAL  
MERIDIAN, MORGAN COUNTY, INDIANA; BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE OLD IRON PIPE MARKING THE SOUTHEAST CORNER OF  
THE NORTHWEST QUARTER OF SECTION 35; THENCE ALONG THE SOUTH  
LINE THEREOF, SOUTH 89 DEGREES 00 MINUTES 11 SECONDS WEST,  
552.03 FEET (552 FEET PER THE CORRECTIVE WARRANTY DEED DATED  
FEBRUARY 8, 1994 AND BEING RECORDED ON FEBRUARY 9, 1994 IN DEED  
RECORD 362, PAGE 248 IN THE OFFICE OF THE RECORDER OF MORGAN  
COUNTY, INDIANA, HERINAFTER REFERRED TO AS "DEED") TO AN IRON  
PIN (CAPPED "BOLLOWAY 50530") AT THE INTERSECTION OF THE COUNTY  
ROADS; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00  
MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1459.15 FEET (1458  
FEET PER "DEED") TO A SURVEY NAIL SET BY JOHN J. LARRISON,  
INDIANA REGISTERED LAND SURVEYOR #LS20000230, IN A SURVEY DATED  
SEPTEMBER 6, 2002, BEING RECORDED ON OCTOBER 7, 2002 AS  
INSTRUMENT #20217082 IN THE OFFICE OF THE RECORDER OF MORGAN  
COUNTY, INDIANA, MARKING THE SOUTHEAST CORNER OF A 7.02 ACRE  
PARCEL AS DESCRIBED IN "DEED"; THENCE ALONG THE SOUTH LINE OF  
SAID 7.02 ACRE PARCEL, SOUTH 89 DEGREES 11 MINUTES 01 SECONDS  
WEST, 577.18 FEET TO AN IRON PIN (CAPPED "DS&E 9500011") IN THE  
CENTER OF A SMALL WATER BOUNDARY AND THE POINT OF BEGINNING FOR  
THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SOUTH LINE,  
SOUTH 89 DEGREES 11 MINUTES 01 SECOND WEST, 108.45 FEET TO AN  
IRON PIPE FOUND ON THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF  
WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 25 DEGREES  
00 MINUTES 01 SECONDS EAST, 506.79 FEET TO AN IRON PIPE ON THE  
NORTH LINE OF SAID 7.02 ACRE PARCEL AND THE NORTHWEST CORNER OF  
THE 0.24 ACRE PARCEL AS DESCRIBED IN THE WARRANTY DEED DATED  
FEBRUARY 8, 1994 AND BEING RECORDED ON FEBRUARY 9, 1994 IN DEED  
RECORD 362, PAGE 251 IN THE OFFICE OF THE RECORDER OF MORGAN  
COUNTY, INDIANA; THENCE ALONG THE SOUTH LINE OF SAID 0.24 ACRE  
PARCEL, SOUTH 61 DEGREES 06 MINUTES 42 SECONDS EAST, 201.33  
FEET TO AN IRON PIN (CAPPED "WEIHE") MARKING THE SOUTHEAST  
CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHEASTERLY LINE OF  
SAID PARCEL, NORTH 22 DEGREES 17 MINUTES 22 SECONDS EAST,  
104.31 FEET TO AN IRON PIN (CAPPED "DS&E 9500011") AT THE  
NORTHEAST CORNER OF SAID 0.24 ACRE PARCEL AND THE NORTH LINE OF  
THE 7.02 ACRE PARCEL AS DESCRIBED IN THE "DEED"; THENCE ALONG  
SAID NORTH LINE, SOUTH 89 DEGREES 48 MINUTES 09 SECONDS EAST,  
37.48 FEET TO AN IRON PIN (CAPPED "DS&E 9500011") IN THE CENTER  
OF A SMALL WATER BOUNDARY; THENCE SOUTHWESTERLY ALONG THE  
MEANDERINGS OF SAID CENTER FOR THE FOLLOWING SIX (6) COURSES  
AND DISTANCES: 1) SOUTH 39 DEGREES 34 MINUTES 33 SECONDS WEST,  
66.17 FEET; 2) SOUTH 24 DEGREES 21 MINUTES 25 SECONDS WEST,  
85.78 FEET; 3) SOUTH 33 DEGREES 39 MINUTES 27 SECONDS WEST,  
182.43 FEET; 4) SOUTH 20 DEGREES 44 MINUTES 09 SECONDS WEST,  
153.55 FEET; 5) SOUTHWESTERLY, 37.42 FEET ALONG A TANGENT CURVE

## PARCEL II

Part of the East half of the Northwest Quarter of Section 35, Township 13 North, Range 1 East described as follows, to-wit:

Beginning at a stake 845.3 feet West and 1916 feet North of the Southeast corner of said half quarter and running thence West 230.9 feet to the center line of State Road No. 67, deflecting right 114 degrees 15 minutes and running Northeasterly along said center 300.1 feet; thence deflecting right 85 degrees and running Southeasterly 168 feet; thence deflecting right 83 degrees 59 minutes and running Southwesterly 222.4 feet to the place of beginning, containing 1.14 acres, more or less.

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 13 NORTH, RANGE 1 EAST OF THE SECOND PRINCIPAL MERIDIAN, MORGAN COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE OLD IRON PIPE MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 35; THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 89 DEGREES 00 MINUTES 11 SECONDS WEST, 552.03 FEET (552 FEET PER THE CORRECTIVE WARRANTY DEED DATED FEBRUARY 8, 1994 AND BEING RECORDED ON FEBRUARY 9, 1994 IN DEED RECORD 362, PAGE 248 IN THE OFFICE OF THE RECORDER OF MORGAN COUNTY, INDIANA, HERINAFTER REFERRED TO AS "DEED") TO AN IRON PIN (CAPPED "HOLLOWAY S0530") AT THE INTERSECTION OF THE COUNTY ROADS; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1469.15 FEET (1469 FEET PER "DEED") TO A SURVEY NAIL SET BY JOHN J. LARRISON, INDIANA REGISTERED LAND SURVEYOR #LS20000230, IN A SURVEY DATED SEPTEMBER 6, 2002, BEING RECORDED ON OCTOBER 7, 2002 AS INSTRUMENT #20217082 IN THE OFFICE OF THE RECORDER OF MORGAN COUNTY, INDIANA, MARKING THE SOUTHEAST CORNER OF A 7.02 ACRE PARCEL AS DESCRIBED IN "DEED"; THENCE ALONG THE SOUTH LINE OF SAID 7.02 ACRE PARCEL, SOUTH 89 DEGREES 11 MINUTES 01 SECONDS WEST, 577.18 FEET TO AN IRON PIN (CAPPED "DS&E 9500011") IN THE CENTER OF A SMALL WATER BOUNDARY AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 11 MINUTES 01 SECOND WEST, 108.45 FEET TO AN IRON PIPE FOUND ON THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 25 DEGREES 00 MINUTES 01 SECONDS EAST, 506.79 FEET TO AN IRON PIPE ON THE NORTH LINE OF SAID 7.02 ACRE PARCEL AND THE NORTHWEST CORNER OF THE 0.24 ACRE PARCEL AS DESCRIBED IN THE WARRANTY DEED DATED FEBRUARY 8, 1994 AND BEING RECORDED ON FEBRUARY 9, 1994 IN DEED RECORD 362, PAGE 251 IN THE OFFICE OF THE RECORDER OF MORGAN COUNTY, INDIANA; THENCE ALONG THE SOUTH LINE OF SAID 0.24 ACRE PARCEL, SOUTH 61 DEGREES 06 MINUTES 42 SECONDS EAST, 201.33 FEET TO AN IRON PIN (CAPPED "WEIHE") MARKING THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL, NORTH 22 DEGREES 17 MINUTES 22 SECONDS EAST, 104.31 FEET TO AN IRON PIN (CAPPED "DSEE 9500011") AT THE NORTHEAST CORNER OF SAID 0.24 ACRE PARCEL AND THE NORTH LINE OF THE 7.02 ACRE PARCEL AS DESCRIBED IN THE "DEED"; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 48 MINUTES 09 SECONDS EAST, 37.48 FEET TO AN IRON PIN (CAPPED "DS&E 9500011") IN THE CENTER OF A SMALL WATER BOUNDARY; THENCE SOUTHWESTERLY ALONG THE MEANDERINGS OF SAID CENTER FOR THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) SOUTH 39 DEGREES 34 MINUTES 33 SECONDS WEST, 66.17 FEET; 2) SOUTH 24 DEGREES 21 MINUTES 25 SECONDS WEST, 85.78 FEET; 3) SOUTH 33 DEGREES 39 MINUTES 27 SECONDS WEST, 182.43 FEET; 4) SOUTH 30 DEGREES 44 MINUTES 09 SECONDS WEST, 153.55 FEET; 5) SOUTHWESTERLY, 37.42 FEET ALONG A TANGENT CURVE

TO THE LEFT HAVING A RADIUS OF 50.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 52 DEGREES 10 MINUTES 29 SECONDS WEST, 36.55 FEET; 6) SOUTH 73 DEGREES 36 MINUTES 49 SECONDS WEST, 76.16 FEET TO THE POINT OF BEGINNING, CONTAINING 7.012 ACRES, MORE OR LESS.