TOWN OF WHITESTOWN, INDIANA

TOWN COUNCIL RESOLUTION NO. 2025-18

A RESOLUTION OF THE TOWN OF WHITESTOWN, INDIANA APPROVING A TAXPAYER AGREEMENT AND SECOND AMENDMENT TO TAXPAYER AGREEMENT IN CONNECTION WITH THE TOWN OF WHITESTOWN, INDIANA ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2022 (PATCH WHITESTOWN PROJECT)

WHEREAS, the Town of Whitestown, Indiana (the "Town") issued its Economic Development Revenue Bonds, Series 2022 (Patch Whitestown Project) (the "Bonds") pursuant to Indiana Code 36-7-11.9 and -12 and Resolution No. 2022-04 adopted by the Town of Whitestown Redevelopment Commission (the "Commission") on March 7, 2022, as amended by Resolution No. 2025-02 adopted by the Commission on April 7, 2025 (collectively, the "TIF Pledge Resolution"), to facilitate the development of certain land in the Town by pledging certain tax increment revenues ("TIF Revenues") to the payment of the Bonds; and

WHEREAS, the Bonds are secured, in part, by the Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown), dated as of March 15, 2022, by and between Patch Whitestown LLC, the Town and the Commission and recorded as Instrument No. 2022003131 in the Office of the Boone County Recorder (as amended by the First Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown), dated as of March 29, 2023, and recorded as Instrument No. 2023002809, the "Original Taxpayer Agreement"); and

WHEREAS, Anderson Investments Inc. ("Anderson"), as a taxpayer under the Original Taxpayer Agreement, desires to remove certain of the real estate (the "Real Estate") under the Original Taxpayer Agreement therefrom in order to convey the Real Estate to a purchaser that intends to cause the construction and development of a gas station on the Real Estate (the "Project"); and

WHEREAS, it is contemplated that in connection with the removal of the Real Estate from the Original Taxpayer Agreement, the Original Taxpayer Agreement will be amended by a Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown) (the "Second Amendment"), by and among, Anderson, Margaret F. Smith and RE PLUS I-65 LLC (as the other current taxpayers subject to the Original Taxpayer Agreement), the Town, the Commission and First Merchants Bank (the "Bondholder") to allow the Town and the Commission, with the consent of Bondholder, to release the Real Estate and terminate the Original Taxpayer Agreement with respect to the Real Estate in consideration, in part, for Anderson executing and recording the Taxpayer Agreement and Grant of Real Property Tax Lien in substantially the final form attached hereto as Exhibit A and incorporated herein by reference (the "Taxpayer Agreement") on the Real Estate; and

WHEREAS, the Second Amendment in substantially the final form attached hereto as Exhibit B is incorporated herein by reference; and

WHEREAS, the Town Council of the Town (the "Council") finds that the development of the Project will be beneficial to the development of the Town, the approval and execution by the Town of the Taxpayer Agreement and Second Amendment will facilitate such development, and that the Bondholder will not be impaired in connection therewith as it will have consented to the execution thereof; and

WHEREAS, the Council has been advised that the Commission, on August 4, 2025, adopted its resolution approving the execution by the Commission of the Taxpayer Agreement and Second Amendment; and

WHEREAS, the Council, having considered the matter and being duly advised by its counsel and municipal advisor, finds that the Taxpayer Agreement and Second Amendment should be approved and executed by the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA, AS FOLLOWS:

Section 1. The Taxpayer Agreement and the Second Amendment, in substantially the final forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved and the President of the Council is authorized to execute, and the Clerk-Treasurer is hereby authorized to attest, said Taxpayer Agreement and Second Amendment on behalf of the Town.

Section 2. The President of the Council is hereby authorized and empowered to approve such non-material amendments, additions, deletions and changes to the Taxpayer Agreement and Second Amendment as the President deems necessary or advisable, with the advice of counsel, and the President's approval shall be signified by the President's execution of said Taxpayer Agreement and Second Amendment, as attested by the Clerk-Treasurer.

Section 3. The President and Vice President of the Council, and the Clerk-Treasurer, and such other staff members, service providers and firms as they may direct are hereby authorized and directed to take any and all other actions on behalf of the Town as may be necessary or appropriate to carry out the purposes of this resolution.

Section 4. This resolution shall be effective upon its passage.

PASSED by the Town Council of the Town of Whitestown, Indiana, this 13th day of August, 2025, by a vote of _____ in favor and ____ against.

THE TOWN COUNCIL OF THE TOWN OF WHITESTOWN, INDIANA

______________________________	______________________________
Dan Patterson, President	Eric Nichols, Vice President
______________________________	______________________________
Cheryl Hancock	Tobe Thomas
______________________________	
Courtenay Smock	

ATTEST:

____
Matt Sumner, Clerk-Treasurer

EXHIBIT A

Substantially Final Form of Taxpayer Agreement

<u>TAXPAYER AGREEMENT AND GRANT OF REAL PROPERTY TAX LIEN</u>

Boone County Tax Parcel Number ____________

THIS AGREEMENT (this "Agreement") is entered into as of [_________ __], 2025 (the "Effective Date"), between Anderson Investments Inc., an Indiana corporation ("Anderson"), on behalf of itself and each owner, from time to time, of all or any portion of the Real Estate (as defined herein) that is legally obligated to make real property tax payments on the Real Estate (each such the current owner, including, as of the Effective Date, Anderson, is defined herein as the "Taxpayer"), the Town of Whitestown, Indiana (the "Town") and the Town of Whitestown Redevelopment Commission (the "Redevelopment Commission").

WHEREAS, the Town issued its Economic Development Revenue Bonds, Series 2022 (Patch Whitestown Project) (the "Bonds") pursuant to Indiana Code 36-7-11.9 and -12 and Resolution No. 2022-04 adopted by the Redevelopment Commission on March 7, 2022, as amended by Resolution No. 2025-02 adopted by the Redevelopment Commission on April 7, 2025 (collectively, the "TIF Pledge Resolution"), to facilitate the development of certain land in Whitestown, Boone County, Indiana, a portion of which includes the real estate described on <u>Exhibit A</u> (the "Real Estate"), by pledging certain tax increment revenues ("TIF Revenues") to the payment of the Bonds;

WHEREAS, a portion of the proceeds of the Bonds were used to finance certain public infrastructure improvements which benefited the Real Estate;

WHEREAS, Anderson is the current owner of the Real Estate;

WHEREAS, the Bonds are secured, in part, by the Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown), dated as of March 15, 2022, by and between Patch Whitestown LLC, the Town and the Commission and recorded as Instrument No. 2022003131 in the Office of the Boone County Recorder (as amended by the First Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown), dated as of March 29, 2023, and recorded as Instrument No. 2023002809, the "Original Taxpayer Agreement");

WHEREAS, Anderson, as the current Taxpayer, desired to remove the Real Estate from the Original Taxpayer Agreement in order to convey the Real Estate to a purchaser that intends to cause the construction and development of a gas station on the Real Estate (the "Project");

WHEREAS, the Original Taxpayer Agreement was amended by the Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown), dated as of ___________, 2025 (the "Second Amendment"), by and among, Anderson, Margaret F. Smith and RE PLUS I-65 LLC (as the other current Taxpayers subject to the Original Taxpayer Agreement), the Town, the Commission and First Merchants Bank (the "Bondholder") to allow the Town and the Commission, with the consent of Bondholder, to release the Real Estate and terminate the Original Taxpayer Agreement with respect to the Real Estate in consideration, in part, for Anderson executing and recording this Agreement on the Real Estate;

WHEREAS, in order to enhance the Town's ability to pay debt service due on the Bonds, and in consideration for the Town, Commission, and the Bondholder agreeing to release the Real Estate from the Original Taxpayer Agreement, Anderson agrees to execute and record this Agreement, and to subject the Real Estate to the terms hereof; and

WHEREAS, on the date that Anderson no longer owns fee title to any portion of the Real Estate, Anderson shall no longer be a Taxpayer for purposes of this Agreement.

IT IS THEREFORE AGREED by and among the parties as follows:

1. Taxpayer shall pay its semi-annual taxes on the Real Estate as they become due. In addition, in the event that a certificate of occupancy for the Project is not issued by January 10, 2029, then commencing on January 10, 2029, Taxpayer shall make the payments described in this Section 1 (the "Taxpayer Direct Payments", and each, a "Taxpayer Direct Payment"). The Taxpayer Direct Payments shall be made on January 10 and July 10 (or the next succeeding business day) (each a "Payment Date") and continue until the earlier of (i) the Termination Date as defined in Section 6, or (ii) upon delivery of a certificate of occupancy for the Project pursuant to Section 7. Taxpayer shall pay, semiannually, as and for the Taxpayer's Direct Payment, (i) $25,000, less (ii) the amount identified in the Tax Increment Amount Notice described below, which is intended to be the amount equal to the tax increment collected from the Real Estate and improvements thereon and paid semi-annually as determined by the most recent semi-annual tax statement immediately preceding a semi-annual Payment Date and pledged to the payment of the Bonds under the TIF Pledge Resolution. The Town shall collect the maximum tax increment from the Real Estate allowed by law, and the Town shall notify Taxpayer of the amount of the tax increment collected which is available for the payment of debt service on the Bonds pursuant to the TIF Pledge Resolution (the "Tax Increment Amount Notice") on or before each December 10 and June 10 (the "Notice Date"). The Taxpayer Direct Payments, if required, shall be paid directly to the Town, c/o the Clerk-Treasurer, on or before January 10 and July 10 (or the next succeeding business day) of the particular year. The Payment Date shall be extended by one (1) day for each day that the Tax Increment Amount Notice is received after the Notice Date. The Tax Increment Amount Notice shall be conclusive absent manifest error.

2. As collateral security for the prompt and complete payment and performance in full when due of the Taxpayer Direct Payments set out in Section 1 hereof and as permitted by Indiana Code 36-7-25-6, Taxpayer hereby pledges and grants to the Town and Redevelopment Commission a continuing first priority security interest in and lien upon all of the Taxpayer's rights, title and interests in, on and to the Real Estate to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13. The lien and security interest securing Taxpayer's obligation to make Taxpayer Direct Payments (i) automatically attaches to the Real Estate on the Effective Date to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13, including that such lien, prior to a release of the lien in accordance with Section 7 of this Agreement, automatically renews every January 1 during the term of this Agreement; (ii) is binding upon Taxpayer and its successors in title to the Real Estate to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13, and (iii) has a priority over all other liens to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13; provided that such lien is separate and

distinct from, and in addition to, the lien of real estate taxes required by the State of Indiana pursuant to Indiana Code 6-1.1-22-13. Taxpayer expressly agrees that its obligation to pay each Taxpayer Direct Payment under this Agreement includes (and the above-referenced lien secures) the obligation to pay any and all statutory penalties or interest on delinquent real property tax payments and costs of collection, including all expenses which may be paid or incurred by or on behalf of the Redevelopment Commission or the Town in connection with the foreclosure of the lien for unpaid property taxes and Taxpayer Direct Payments, including and without limitation, attorneys' fees, stenographers' charges, publication costs and costs of procuring all title searches, policies and examinations and similar data and assurances with respect to title as the Town or Redevelopment Commission reasonably may deem necessary to prosecute such suit. For purposes of clarity, this Agreement is intended to be a "taxpayer agreement" under Indiana Code 36-7-25-6 and, as a result, the lien granted pursuant to this Section is a "property tax lien" for purposes of Indiana Code 36-7-25-6; accordingly, the lien created by this Agreement shall be and is binding on the Taxpayer and its successors in title to the Real Estate, as well as any mortgagee, lessee, assignee, licensee, or any other person or entity claiming an interest in the Real Estate to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13.

3. Taxpayer and its successors in title to the Real Estate shall pay all property tax bills for the Real Estate before the tax bills are delinquent. Except as provided in Section 12, below, nothing in this Agreement shall be deemed to release Taxpayer from the obligation to pay any property taxes or assessments on the Real Estate regardless of when payable or assessed. Taxpayer acknowledges and agrees that the amounts of the Taxpayer Direct Payments may not be indicative of or relevant to the real estate taxes that may be assessed on the Project. Accordingly, Taxpayer agrees that amounts of the Taxpayer Direct Payments, or the information contained herein shall not be used in any appeal of a tax assessment, whether by Taxpayer or a successor in interest or any unit of government.

4. Taxpayer expressly acknowledges that its duties under this Agreement touch and concern the Real Estate and that the Taxpayer Direct Payments defined in this Agreement are and shall be secured by a lien upon the Real Estate to the extent and in the same manner as a real property tax lien pursuant to Indiana Code 6-1.1-22-13, which lien and this Agreement shall run with the Real Estate and be binding upon and enforceable against Taxpayer and its successors in title or interests therein so long as the obligation to make Taxpayer Direct Payments under this Agreement remains in effect.

5. Taxpayer covenants and warrants that it is lawfully seized of the Real Estate in fee simple, has valid and indefeasible title to the Real Estate, and has a good and valid right to grant to the Town and the Redevelopment Commission the lien on the Real Estate as provided herein.

6. This Agreement shall terminate from and after the date that is the earlier to occur of the date of defeasance of the Bonds or when the debt service on the Bonds is fully and indefeasibly paid in full (the "Termination Date"). The Town and the Redevelopment Commission shall provide prompt written notice of the termination of this Agreement to the Taxpayer.

7. Upon the delivery of a certificate of occupancy for the Project, the Taxpayer's obligation to make Taxpayer Direct Payments pursuant to Section 1 of this Agreement shall cease, and the lien on the Real Estate created by this Agreement shall cease. Upon the request of Taxpayer, the Redevelopment Commission, the Town and the Bondholder agree to execute and record promptly an instrument evidencing the release of the lien created by this Agreement in substantially the form attached hereto as Exhibit B.

8. Each of the parties to this Agreement hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by such party, and is valid, binding and enforceable against such party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally, and general principles of equity.

9. This Agreement shall be recorded in the Boone County Recorder's office immediately following the recordation of the Second Amendment.

10. In the case of any section or provision of this Agreement or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

11. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Boone County, Indiana, or the federal courts with venue that includes Boone County, Indiana.

12. If Taxpayer conveys title to a part of the Real Estate, then Taxpayer may allocate the Taxpayer Direct Payment obligation to the grantee on an improved portion of the Real Estate on a pro rata acreage basis with the remainder of the obligation on the balance of the Real Property. Such allocation shall be evidenced by an instrument duly recorded in the Boone County Recorder's Office. If Taxpayer conveys title to all of the Real Estate, the entire Taxpayer Direct Payment obligation shall be binding on the grantee of all of the Real Estate, and the prior Taxpayer shall be relieved of any personal liability under this Agreement with respect to the obligations under this Agreement which are binding on the Real Estate, which obligations shall continue to bind the Real Estate. The lien created by this Agreement shall be binding on any and all grantees or transferees holding title at any time to all or a part of the Real Estate, whether or not such approval has been granted.

13. Any and all rights of the Town and the Redevelopment Commission under this Agreement may be assigned to the trustee for the Bonds as additional security for the Bonds.

14. Until the Termination Date, the Taxpayer, on behalf of itself and its successors in title to the Real Estate, may challenge or appeal the property taxes, assessments or valuations with respect to the Real Estate, provided that no such challenge or appeal shall cause the total gross assessed valuation of the Real Estate to be less than $2,600,000.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

[ANDERSON INVESTMENTS INC.], an Indiana corporation, as Taxpayer

By: ___________________________

Printed: _______________________

Title: _________________________

STATE OF INDIANA)
) SS:
COUNTY OF _________________)

Subscribed and sworn to me, a Notary Public, this [___] day of [_________], 2025, personally appeared the within-named _____________ of Anderson Investments Inc. and acknowledged the execution of the foregoing document on behalf of such entity.

WITNESS my hand and official seal.

____
Notary Public

My commission expires:

____

ALL OF WHICH IS AGREED BY THE Town of Whitestown, Indiana, as of this [___] day of [__________], 2025.

____

Dan Patterson, Town Council President

ATTEST:

____

Matt Sumner, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Subscribed and sworn to me, a Notary Public, this [___] day of [_________], 2025, personally appeared the within-named [__________], as Town Council President of the Town of Whitestown, and [____________], as the Clerk-Treasurer of the Town of Whitestown, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

____

Notary Public

My commission expires:

____

APPROVED and signed by the Town of Whitestown Redevelopment Commission, as of this [____] day of [_________], 2025.

____
Mark Pascarella, President

ATTEST:

____
Todd Carlile, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Subscribed and sworn to me, a Notary Public, this [___] day of [_________], 2025, personally appeared [___________], President of the Town of Whitestown Redevelopment Commission, and [_________], as the Secretary of the Town of Whitestown Redevelopment Commission, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

____
Notary Public

My commission expires:

____

This instrument was prepared by Nicolaus A. Gordon, Frost Brown Todd LLP, 400 W. Market St., Suite 3200, Louisville, KY 40202. Phone 502-779-8435.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. /s/ Nicolaus A. Gordon.

EXHIBIT A

Description of Real Estate

Development Parcel:

A PART OF LOT NUMBER THREE (3) IN PATCH WHITESTOWN AT CR 450, AN ADDITION, AS PER PLAT THEREOF, DATED FEBRUARY 13, 2023 AND RECORDED FEBRUARY 16, 2023 AS INSTRUMENT NUMBER 2023001354 IN PLAT BOOK 35, PAGES 13–14 IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 1 EAST; THENCE NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST (INDIANA STATE PLANE WEST NAD83) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 4.28 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY OF ALBERT S. WHITE DRIVE AND THE RIGHT–OF–WAY DEDICATED TO INDIANA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT NO. 2019011595 IN THE OFFICE OF THE RECORDER OF BOONE COUNTY; THENCE ALONG SAID RIGHT–OF–WAY SOUTH 88 DEGREES 22 MINUTES 24 SECONDS WEST 54.48 FEET TO THE SOUTHEASTERLY CORNER OF LOT 3 IN SAID PLAT OF PATCH WHITESTOWN AT CR 450 AND THE POINT OF BEGINNING AND A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 33.00 FEET; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST LINE OF SAID LOT 3; (1) NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 27.04 FEET AND BEING SUBTENDED BY A LONG CHORD BEARING NORTH 22 DEGREES 46 MINUTES 07 SECONDS EAST 26.29 FEET; (2) NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST PARALLEL WITH SAID EAST LINE 137.82 FEET; (3) NORTH 02 DEGREES 09 MINUTES 31 SECONDS EAST 130.16 FEET; (4) NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST PARALLEL WITH AFORESAID EAST QUARTER LINE 212.20 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 56 SECONDS WEST 453.10 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 04 SECONDS EAST 504.04 FEET TO THE SOUTH LINE OF LOT 3 IN SAID PLAT OF PATCH WHITESTOWN AT CR 450; THENCE ALONG SOUTH SAID LINE NORTH 88 DEGREES 29 MINUTES 56 SECONDS EAST 339.44 FEET; THENCE ALONG SAID SOUTH LINE NORTH 88 DEGREES 22 MINUTES 24 SECONDS EAST 89.55 FEET TO THE POINT OF BEGINNING CONTAINING 5.16 ACRES MORE OR LESS.

Drainage Easement Parcel:

A PART OF LOT NUMBER THREE (3) IN PATCH WHITESTOWN AT CR 450, AN ADDITION, AS PER PLAT THEREOF, DATED FEBRUARY 13, 2023 AND RECORDED FEBRUARY 16, 2023 AS INSTRUMENT NUMBER 2023001354 IN PLAT BOOK 35, PAGES 13–14 IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 1 EAST; THENCE NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST (INDIANA STATE PLANE WEST NAD83) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 4.28 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY OF ALBERT S. WHITE DRIVE AND THE RIGHT–OF–WAY DEDICATED TO INDIANA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT NO. 2019011595 IN THE OFFICE OF THE RECORDER OF BOONE COUNTY; THENCE ALONG SAID RIGHT–OF–WAY SOUTH 88 DEGREES 22 MINUTES 24 SECONDS WEST 54.48 FEET TO THE SOUTHEASTERLY CORNER OF LOT 3 IN SAID PLAT OF PATCH WHITESTOWN AT CR 450 AND A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 33.00 FEET; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE PERIMETER OF SAID LOT 3; (1) NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 27.04 FEET AND BEING SUBTENDED BY A LONG CHORD BEARING NORTH 22 DEGREES 46 MINUTES 07 SECONDS EAST 26.29 FEET; (2) NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST PARALLEL WITH SAID EAST LINE 137.82 FEET; (3) NORTH 02 DEGREES 09 MINUTES 31 SECONDS EAST 130.16 FEET; (4) NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST PARALLEL WITH AFORESAID EAST QUARTER LINE 649.59 FEET; (5) NORTH 04 DEGREES 58 MINUTES 04 SECONDS WEST 90.16 FEET (6) SOUTH 23 DEGREES 02 MINUTES 43 SECONDS WEST 103.47 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 453.76 FEET; (7) SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 129.78 FEET AND BEING SUBTENDED BY A LONG CHORD BEARING SOUTH 31 DEGREES 14 MINUTES 21 SECONDS WEST 129.34 FEET; (8) SOUTH 40 DEGREES 53 MINUTES 36 SECONDS WEST 46.42 FEET TO THE POINT OF BEGINNING; (9) CONTINUING SOUTH 40 DEGREES 53 MINUTES 36 SECONDS WEST 232.94 FEET; (10) SOUTH 56 DEGREES 41 MINUTES 23 SECONDS WEST 179.41 FEET; THENCE SOUTH 01 DEGREES 30 MINUTES 04 SECONDS EAST 23.55 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 56 SECONDS EAST 305.43 FEET TO THE WEST LINE OF A DRAINAGE AND UTILITY EASEMENT DESCRIBED IN INSTRUMENT NO. 2022003475; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 41 MINUTES 40 SECONDS WEST 290.18 FEET TO THE POINT OF BEGINNING, CONTAINING 0.97 ACRES MORE OR LESS.

EXHIBIT B

Form of First Amendment to Taxpayer Agreement

Cross Reference

The Taxpayer Agreement and Grant of Real Property Tax Lien amended pursuant to this First Amendment is recorded as Instrument No. __________ in the Office of the Boone County Recorder.

FIRST AMENDMENT TO
TAXPAYER AGREEMENT AND GRANT OF REAL PROPERTY TAX LIEN

THIS FIRST AMENDMENT TO TAXPAYER AGREEMENT AND GRANT OF REAL PROPERTY TAX LIEN (this "Amendment") is entered into as of [_________ __], 2025 (the "Effective Date"), between ______________, an __________, (the "Taxpayer"), the Town of Whitestown, Indiana (the "Town"), the Town of Whitestown Redevelopment Commission (the "Redevelopment Commission"), and First Merchants Bank (the "Bondholder").

Recitals

WHEREAS, Anderson Investments, Inc., the Town, and the Commission have executed that certain Taxpayer Agreement and Grant of Real Property Tax Lien recorded as Instrument No. ____________ in the Office of the Boone County Recorder (the "Taxpayer Agreement");

WHEREAS, all capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Taxpayer Agreement;

WHEREAS, as reflected in the Taxpayer Agreement: (a) the Town has issued the Bonds; (b) the Commission has pledged to the payment of debt service on the Bonds the increment generated by the Real Estate; (c) the Taxpayer Agreement constitutes a "taxpayer agreement" executed pursuant to Indiana Code 36-7-25-6 for the purpose of providing further security for the payment of debt service on the Bonds; and (d) the Town and the Commission have acquired a first priority lien against the Real Estate securing the obligations of the Taxpayer under the Taxpayer Agreement, which lien is the same in nature and priority as the statutory lien of real estate taxes acquired by the State of Indiana pursuant to Indiana Code 6-1.1-22-13;

WHEREAS, the Bondholder is the holder of the Bonds;

WHEREAS, _____________ is currently the "Taxpayer" under the Taxpayer Agreement as the current owner of the Real Estate;

WHEREAS, in accordance with Section 7 of the Taxpayer Agreement, the Taxpayer has delivered a certificate of occupancy for the Project, and the Taxpayer has requested that the Redevelopment Commission, the Town and the Bondholder execute this instrument to amend the

Taxpayer Agreement and evidence that the Taxpayer's obligation to make Taxpayer Direct Payments pursuant to Section 1 of the Taxpayer Agreement shall cease, and to terminate the lien on the Real Estate created by the Taxpayer Agreement;

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties agree to the terms set forth in this Amendment.

1. Release. The Town and the Commission hereby release the Real Estate from the lien of the Taxpayer Agreement.

2. Taxpayer Direct Payment. In accordance with Section 7 of the Taxpayer Agreement, the Taxpayer is released from the obligation to make Taxpayer Direct Payments required by Section 1 of the Taxpayer Agreement.

3. Pledged Increment. For purposes of clarity, the release of the Real Estate from the lien of the Taxpayer Agreement shall not result in a change with respect to the increment pledged related to the Real Estate pursuant to the TIF Pledge Resolution to pay debt service on the Bonds.

4. Continuing Agreement. Except to the extent amended by this Amendment, all of the terms and conditions of the Taxpayer Agreement shall remain in full force and effect, including the terms and conditions in Section 14 of the Taxpayer Agreement related to a challenge to property taxes, assessments or valuations with respect to the Real Estate.

5. Consent. The Bondholder consents to the release of the Real Estate from the lien of the Taxpayer Agreement.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.

[_______________], a __________,
as Taxpayer

By: ___________________________

Printed: _______________________

Title: _________________________

STATE OF INDIANA)
) SS:
COUNTY OF _________________)

Subscribed and sworn to me, a Notary Public, this [___] day of [_________], 20___, personally appeared the within-named _____________ of _____________. and acknowledged the execution of the foregoing document on behalf of such entity.

WITNESS my hand and official seal.

____
Notary Public

My commission expires:

____

ALL OF WHICH IS AGREED BY THE Town of Whitestown, Indiana, as of this [___] day of [__________], 20__.

____
Dan Patterson, Town Council President

ATTEST:

____
Matt Sumner, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Subscribed and sworn to me, a Notary Public, this [___] day of [_________], 20__, personally appeared the within-named [__________], as Town Council President of the Town of Whitestown, and [____________], as the Clerk-Treasurer of the Town of Whitestown, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

____
Notary Public

My commission expires:

____

APPROVED and signed by the Town of Whitestown Redevelopment Commission, as of this [____] day of [_________], 20__.

____
Mark Pascarella, President

ATTEST:

____
Todd Carlile, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Subscribed and sworn to me, a Notary Public, this [___] day of [_________], 20__, personally appeared [___________], President of the Town of Whitestown Redevelopment Commission, and [_________], as the Secretary of the Town of Whitestown Redevelopment Commission, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

____
Notary Public

My commission expires:

____

CONSENTED and signed by First Merchants Bank, as Bondholder, as of this [____] day of [_________], 20__.

____
[_________], [Title]

STATE OF INDIANA)
) SS:
COUNTY OF ________)

Subscribed and sworn to me, a Notary Public, this [___] day of [_________], 20__, personally appeared [___________], [Title] of First Merchants, and acknowledged the execution of the foregoing document on behalf of such entity.

WITNESS my hand and official seal.

____
Notary Public

My commission expires:

____

0117185.0803864 4915-0544-0834v9

EXHIBIT B

Substantially Final Form of Second Amendment

Cross Reference

This Second Amendment amends the Taxpayer Agreement and Grant of Real Property Tax Lien recorded as Instrument No. 2022003131 in the Office of the Boone County Recorder, as amended by the First Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien recorded as Instrument No. 2023002809 in the Office of Boone County Recorder.

**SECOND AMENDMENT TO
TAXPAYER AGREEMENT AND GRANT OF REAL PROPERTY TAX LIEN
(Patch Whitestown)**

This Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown) (the "Second Amendment") is executed this [___] day of [_______], 2025, by and among Anderson Investments Inc. (the "Anderson"), RE PLUS I-65 LLC, Margaret F. Smith, the Town of Whitestown, Indiana (the "Town"), the Town of Whitestown Redevelopment Commission (the "Commission"), and First Merchants Bank (the "Bondholder").

Recitals

WHEREAS, Patch Whitestown LLC, the Town, and the Commission have executed that certain Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown) recorded as Instrument No. 2022003131 in the Office of the Boone County Recorder (as amended, the "Original Taxpayer Agreement");

WHEREAS, all capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Original Taxpayer Agreement;

WHEREAS, as reflected in the Original Taxpayer Agreement: (a) the Town issued the Bonds; (b) the Commission pledged to the payment of debt service on the Bonds the increment generated by the Real Estate; (c) the Taxpayer Agreement constituted a "taxpayer agreement" executed pursuant to Indiana Code §36-72-5-6 for the purpose of providing further security for the payment of debt service on the Bonds; and (d) the Town and the Commission acquired a first priority lien against the Real Estate securing the obligations of the Taxpayer under the Taxpayer Agreement, which lien is the same in nature and priority as the statutory lien of real estate taxes acquired by the State of Indiana pursuant to Indiana Code §6-1.1–22.13;

WHEREAS, the Original Taxpayer Agreement was amended by the First Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown), dated as of March 29, 2023 (the "First Amendment"), by and between Patch Whitestown LLC, the Town, the Commission, and the Bondholder, and recorded as Instrument No. 2023002809 in the Office of the Boone County Recorder;

WHEREAS, the parties executed the First Amendment in order for the Town and Commission, with the consent of the Bondholder, to release a portion of Real Estate described in the First Amendment as the Conveyance Parcel from the lien of the Original Taxpayer Agreement;

WHEREAS, the Bondholder is the holder of the Bonds;

WHEREAS, Anderson, RE PLUS I-65 LLC, and Margaret F. Smith are currently each a Taxpayer under the Original Taxpayer Agreement;

WHEREAS, Anderson intends to convey to [_________] (the "Purchaser"), that portion of the Real Estate described and depicted on Exhibit A (the "Released Parcel");

WHEREAS, in connection with its conveyance of the Released Parcel, Anderson has requested the release of the Released Parcel from the lien of the Original Taxpayer Agreement in consideration for Anderson executing and causing the recordation of a new Taxpayer Agreement on the Released Parcel (the "New Taxpayer Agreement"); and

WHEREAS, the Town and the Commission, with the consent of the Bondholder and RE PLUS I-65 LLC and Margaret F. Smith, have agreed to release the Released Parcel from the lien of the Original Taxpayer Agreement and to terminate the Original Taxpayer Agreement with respect only to the Released Parcel in consideration for the Anderson causing certain funds to be escrowed with the Bondholder and executing and recording a new Taxpayer Agreement and Grant of Real Property Tax Lien on the Conveyance Parcel (the "New Taxpayer Agreement").

Agreement

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties agree to the terms set forth in this Second Amendment.

1. Release. Subject to the satisfaction of the conditions in Section 3 below, the Town and the Commission hereby release the Released Parcel from the lien of the Original Taxpayer Agreement.

2. Consent. Subject to the satisfaction of the conditions in Section 3 below, the Bondholder, RE PLUS I-65 LLC and Margaret F. Smith acknowledge this Second Amendment and consent to the release of the Released Parcel from the lien of the Original Taxpayer Agreement and agrees that the Original Taxpayer Agreement shall be terminated with respect solely the Released Parcel.

3. Recordation of the New Taxpayer Agreement. The release of the Released Parcel from the lien of the Original Taxpayer Agreement shall be effective upon the recordation of the New Taxpayer Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the introductory paragraph of this Amendment.

ANDERSON INVESTMENTS INC.

By: ___________________________
[Name],[Title]

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _________________)

Before me, a Notary Public in and for the State of Indiana, personally appeared [Name], the [Title] of Anderson Investments Inc, who acknowledged the execution of the foregoing Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown) on behalf of such entity.

WITNESS my hand and Notarial seal this [____] of [_____], 2025.

By: ____
Notary Public

Printed Name:_________________________________

I am a resident of _____________ County, Indiana.

My commission expires ______________________.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the introductory paragraph of this Amendment.

TOWN OF WHITESTOWN, INDIANA

By: _________________________________

Dan Patterson, Town Council President

ATTEST:

____

Matt Sumner, Clerk-Treasurer

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ________________)

Before me, a Notary Public in and for the State of Indiana, personally appeared [_________], the President of the Town Council of the Town of Whitestown, Indiana, and [[_________], the Clerk-Treasurer of the Town of Whitestown, Indiana, who acknowledged the execution of the foregoing Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown) on behalf of such entity.

WITNESS my hand and Notarial seal this [____] of [_____], 2025.

By: ____

Notary Public

Printed Name:________________________________

I am a resident of _____________ County, Indiana.

My commission expires ______________________.

[Town Signature Page – Second Amendment to Taxpayer Agreement

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the introductory paragraph of this Amendment.

TOWN OF WHITESTOWN REDEVELOPMENT COMMISSION

By: ___________________________________
Mark Pascarella, President

ATTEST:

____
Todd Carlile, Secretary

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ________________)

Before me, a Notary Public in and for the State of Indiana, personally appeared [_________] and [_________], the President and the Secretary, respectively, of the Town of Whitestown Redevelopment Commission, who acknowledged the execution of the foregoing Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown) on behalf of such entity.

WITNESS my hand and Notarial seal this [____] of [_____], 2025.

By: ____
Notary Public

Printed Name:________________________________

I am a resident of _____________ County, Indiana.

My commission expires ______________________.

[Commission Signature Page – Second Amendment to Taxpayer Agreement]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the introductory paragraph of this Amendment.

FIRST MERCHANTS BANK

By: ______________________________________
Connor Stroke, AVP/Relationship Manager

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF __________________)

Before me, a Notary Public in and for the State of Indiana, personally appeared Connor Stroke, AVP/Relationship Manager of First Merchants Bank who acknowledged the execution of the foregoing Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Whitestown Patch) on behalf of such entity.

WITNESS my hand and Notarial seal this [____] of [_____], 2025.

By: ____
Notary Public

Printed Name:___________________________________

I am a resident of ______________ County, Indiana.

My commission expires _______________________.

[Bondholder Signature Page – Second Amendment to Taxpayer Agreement]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the introductory paragraph of this Amendment.

RE PLUS I-65 LLC

By: ____________________________
[Name],[Title]

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _________________)

Before me, a Notary Public in and for the State of Indiana, personally appeared [Name], the [Title] of RE PLUS I-65 LLC, who acknowledged the execution of the foregoing Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown) on behalf of such entity.

WITNESS my hand and Notarial seal this [____] of [_____], 2025.

By: ____
Notary Public

Printed Name:__________________________________

I am a resident of _____________ County, Indiana.

My commission expires ______________________.

[RE PLUS I-65 LLC Signature Page – Second Amendment to Taxpayer Agreement]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth in the introductory paragraph of this Amendment.

MARGARET F. SMITH

By: ___________________________

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _________________)

Before me, a Notary Public in and for the State of Indiana, personally appeared Margaret F. Smith who acknowledged the execution of the foregoing Second Amendment to Taxpayer Agreement and Grant of Real Property Tax Lien (Patch Whitestown).

WITNESS my hand and Notarial seal this [____] of [_____], 2025.

By: ____
Notary Public

Printed Name:_________________________________

I am a resident of _____________ County, Indiana.

My commission expires ______________________.

[Smith Signature Page – Second Amendment to Taxpayer Agreement]

This instrument was prepared by Nicolaus A. Gordon, Frost Brown Todd LLP, 400 W. Market St., Suite 3200, Louisville, KY 40202. Phone 502-779-8435.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. /s/ Nicolaus A. Gordon.

EXHIBIT A

Legal Description

Development Parcel:

A PART OF LOT NUMBER THREE (3) IN PATCH WHITESTOWN AT CR 450, AN ADDITION, AS PER PLAT THEREOF, DATED FEBRUARY 13, 2023 AND RECORDED FEBRUARY 16, 2023 AS INSTRUMENT NUMBER 2023001354 IN PLAT BOOK 35, PAGES 13–14 IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 1 EAST; THENCE NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST (INDIANA STATE PLANE WEST NAD83) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 4.28 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY OF ALBERT S. WHITE DRIVE AND THE RIGHT–OF–WAY DEDICATED TO INDIANA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT NO. 2019011595 IN THE OFFICE OF THE RECORDER OF BOONE COUNTY; THENCE ALONG SAID RIGHT–OF–WAY SOUTH 88 DEGREES 22 MINUTES 24 SECONDS WEST 54.48 FEET TO THE SOUTHEASTERLY CORNER OF LOT 3 IN SAID PLAT OF PATCH WHITESTOWN AT CR 450 AND THE POINT OF BEGINNING AND A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 33.00 FEET; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST LINE OF SAID LOT 3; (1) NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 27.04 FEET AND BEING SUBTENDED BY A LONG CHORD BEARING NORTH 22 DEGREES 46 MINUTES 07 SECONDS EAST 26.29 FEET; (2) NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST PARALLEL WITH SAID EAST LINE 137.82 FEET; (3) NORTH 02 DEGREES 09 MINUTES 31 SECONDS EAST 130.16 FEET; (4) NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST PARALLEL WITH AFORESAID EAST QUARTER LINE 212.20 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 56 SECONDS WEST 453.10 FEET; THENCE SOUTH 01 DEGREES 31 MINUTES 04 SECONDS EAST 504.04 FEET TO THE SOUTH LINE OF LOT 3 IN SAID PLAT OF PATCH WHITESTOWN AT CR 450; THENCE ALONG SOUTH SAID LINE NORTH 88 DEGREES 29 MINUTES 56 SECONDS EAST 339.44 FEET; THENCE ALONG SAID SOUTH LINE NORTH 88 DEGREES 22 MINUTES 24 SECONDS EAST 89.55 FEET TO THE POINT OF BEGINNING CONTAINING 5.16 ACRES MORE OR LESS.

Drainage Easement Parcel:

A PART OF LOT NUMBER THREE (3) IN PATCH WHITESTOWN AT CR 450, AN ADDITION, AS PER PLAT THEREOF, DATED FEBRUARY 13, 2023 AND RECORDED FEBRUARY 16, 2023 AS INSTRUMENT NUMBER 2023001354 IN PLAT BOOK 35, PAGES 13–14 IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 1 EAST; THENCE NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST (INDIANA STATE PLANE WEST NAD83) ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 4.28 FEET TO A POINT ON THE NORTH RIGHT–OF–WAY OF ALBERT S. WHITE DRIVE AND THE RIGHT–OF–WAY DEDICATED TO INDIANA DEPARTMENT OF TRANSPORTATION BY INSTRUMENT NO. 2019011595 IN THE OFFICE OF THE RECORDER OF BOONE COUNTY; THENCE ALONG SAID RIGHT–OF–WAY SOUTH 88 DEGREES 22 MINUTES 24 SECONDS WEST 54.48 FEET TO THE SOUTHEASTERLY CORNER OF LOT 3 IN SAID PLAT OF PATCH WHITESTOWN AT CR 450 AND A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 33.00 FEET; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE PERIMETER OF SAID LOT 3; (1) NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 27.04 FEET AND BEING SUBTENDED BY A LONG CHORD BEARING NORTH 22 DEGREES 46 MINUTES 07 SECONDS EAST 26.29 FEET; (2) NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST PARALLEL WITH SAID EAST LINE 137.82 FEET; (3) NORTH 02 DEGREES 09 MINUTES 31 SECONDS EAST 130.16 FEET; (4) NORTH 00 DEGREES 42 MINUTES 13 SECONDS WEST PARALLEL WITH AFORESAID EAST QUARTER LINE 649.59 FEET; (5) NORTH 04 DEGREES 58 MINUTES 04 SECONDS WEST 90.16 FEET (6) SOUTH 23 DEGREES 02 MINUTES 43 SECONDS WEST 103.47 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 453.76 FEET; (7) SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 129.78 FEET AND BEING SUBTENDED BY A LONG CHORD BEARING SOUTH 31 DEGREES 14 MINUTES 21 SECONDS WEST 129.34 FEET; (8) SOUTH 40 DEGREES 53 MINUTES 36 SECONDS WEST 46.42 FEET TO THE POINT OF BEGINNING; (9) CONTINUING SOUTH 40 DEGREES 53 MINUTES 36 SECONDS WEST 232.94 FEET; (10) SOUTH 56 DEGREES 41 MINUTES 23 SECONDS WEST 179.41 FEET; THENCE SOUTH 01 DEGREES 30 MINUTES 04 SECONDS EAST 23.55 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 56 SECONDS EAST 305.43 FEET TO THE WEST LINE OF A DRAINAGE AND UTILITY EASEMENT DESCRIBED IN INSTRUMENT NO. 2022003475; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 41 MINUTES 40 SECONDS WEST 290.18 FEET TO THE POINT OF BEGINNING, CONTAINING 0.97 ACRES MORE OR LESS.