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2020 Feb 13 12:38 PM

STATE OF INDIANA
LAKE COUNTY
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RECORDER



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FEB 13 2020

**JOHN E. PETALAS
LAKE COUNTY AUDITOR**

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and dated as of this 1st day of December, 2019, by and between the CITY OF HOBART REDEVELOPMENT AUTHORITY (the “Lessor”), a separate body corporate and politic organized and existing under the provisions of I.C. 36-7-14.5 as an instrumentality of the City of Hobart, Indiana (the “City”), and the CITY OF HOBART REDEVELOPMENT COMMISSION (the “Lessee”), the governing body of the City of Hobart Department of Redevelopment, acting for and on behalf of the City.

WITNESSETH:

WHEREAS, the City has created the Lessor under and in pursuance of the provisions of I.C. 36-7-14, I.C. 36-7-14.5 and I.C. 36-7-25 (collectively, the “Act”), for the purpose of financing, constructing, acquiring and leasing to the Lessee certain local public improvements and redevelopment and economic development projects; and

WHEREAS, the City has created the Lessee to undertake redevelopment and economic development in the City in accordance with the Act; and

WHEREAS, in accordance with prior Resolutions adopted by the Lessee, the Lessee has designated a certain area in the City known as the “61st Avenue and SR 51 Economic Development Area” (the “Area”) as an “Economic Development Area” under the Act, and approved an economic development plan (the “Plan”) for the Area; and

WHEREAS, to foster economic development and redevelopment in the City, the Lessor, and the Lessee seek to provide for the construction of all or a portion of certain improvements within the City as set forth on Exhibit A hereto (the “Project”); and

WHEREAS, the Project is located in or directly serves or benefits the Area; and

WHEREAS, the Act authorizes the Lessor to issue bonds for the purpose of obtaining money to pay the cost of acquiring property or constructing, improving, reconstructing or renovating public improvements; and

WHEREAS, the costs of the acquisition and construction of the Project will be paid from proceeds of bonds to be issued by the Lessor in one (1) or more series; and

WHEREAS, the annual rentals to be paid under this Lease by the Lessee will be pledged by the Lessor to pay debt service on and other necessary incidental expenses of the Authority relating to the lease rental revenue bonds to be issued by the Lessor to finance the Project (the “Bonds”); and

WHEREAS, the Lessor has acquired or will acquire interests in the real estate described on Exhibit B hereto relating to the Project (such real estate, together with any roads or other improvements that, on the date hereof, are located thereon, collectively, the “Real Estate”), and such interests shall be for a term no less than the term of this Lease; and

WHEREAS, the Lessor has acquired or constructed or will acquire or construct the Project (the Real Estate and the Project on the Real Estate, collectively, the “Leased Premises”), and will

acquire any road or street project completed as part of the Project before the issuance of the Bonds by the Lessor to pay for the Project; and

WHEREAS, the sum of the costs that are expected to have to be financed, including, but not limited to, costs of acquisition of the Real Estate, if any, construction of improvements, architects' and engineers' fees, consultants' services, legal and financing expenses, interest during construction and repayment of any funds advanced by the City or Lessee to meet preliminary expenses necessary to be paid prior to the issuance of the Bonds by the Lessor for the Project, is estimated not to exceed Twelve Million Dollars (\$12,000,000); and

WHEREAS, the Lessee has determined, after a public hearing held pursuant to the Act after notice given pursuant to I.C. § 5-3-1, that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary and that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Common Council of the City (the "Common Council") has, by resolution, approved this Lease in accordance with the provisions of Section 25-2 of the Act, and the Resolution has been entered in the official records of the Common Council; and

WHEREAS, the Lessor has determined that the lease rentals provided for in this Lease are fair and reasonable, that the execution of this Lease is necessary, that the service provided by the Project will serve the public purpose of the City and is in the best interests of its residents, and the Lessor has duly authorized the execution of this Lease by Resolution, and the Resolution has been entered in the official records of the Lessor.

THIS AGREEMENT WITNESSETH THAT:

1. **Premises, Term and Warranty.** The Lessor does hereby lease, demise and let to Lessee all of the Lessor's right, title and interests in and to the Leased Premises.

TO HAVE AND TO HOLD the Leased Premises with all rights, privileges, easements and appurtenances thereunto belonging, unto the Lessee, beginning on the date the Lessor acquires an interest in any of the Leased Premises and ending on the day prior to a date not later than eleven (11) years after such date of acquisition by the Lessor. Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase all of the Leased Premises pursuant to Section 11 hereof and the payment of the option price, or (b) the payment or defeasance of all obligations issued by the Lessor and secured by this Lease or any portion thereof; provided that no bonds or other obligations of the Lessor issued to finance the Leased Premises remain outstanding at the time of such payment or defeasance. The Lessor hereby represents that it is possessed of, or will acquire, the Leased Premises and the Lessor warrants and will defend the Leased Premises against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, including, but not limited to the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

2. **Lease Rental.** (a) **Fixed Rental Payments.** The Lessee agrees to pay rental for the Leased Premises at an annual rate per year during the term of the Lease not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000), payable in semi-annual installments. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of the Real Estate, together with that portion of the Project which is complete and ready for use by the Lessee at the time such semi-annual installment is made. Such rental shall be payable in advance in semi-annual installments on January 15 and July 15 of each year, with the first rental installment due no earlier than July 15, 2020. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease.

After the sale of the Bonds, the annual rental shall be reduced to an amount sufficient to pay principal and interest due in each twelve (12) month period commencing each year on August 1, rounded up to the next One Thousand Dollars (\$1,000), together with incidental costs in each year in an amount to be determined at the time the Bonds are sold for the purpose of paying annual trustee fees and related costs, payable in advance in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the Real Estate together with that portion of the Project which is complete and ready for use by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(b) **Additional Rental Payments.** (i) The Lessee shall pay as further rental in addition to the rentals paid under Section 2(a) for the Leased Premises ("Additional Rentals") the amount of all taxes and assessments levied against or on account of the Leased Premises or the receipt of lease rental payments and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. The Lessee shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which such payments must be paid to avoid delinquency. If the Lessee shall in good faith desire to contest the validity of any such tax or assessment, the Lessee shall so notify the Lessor and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the contested amounts until such contests shall have been determined. The Lessee shall also pay as Additional Rentals the amount calculated by or for the Lessor as the amount required to be rebated, or paid as a penalty, to the United States of America under Section 148(f) of the Internal Revenue Code of 1986, as amended and in effect on the date of issue of the Bonds ("Code"), after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Code.

(ii) The Lessee may, by Resolution, pay Additional Rentals to enable the Lessor to redeem or purchase Bonds prior to maturity. Rental payments due under this Section 2 shall be reduced to the extent such payments are allocable to the Bonds redeemed or purchased by the Lessor with such Additional Rentals. The Lessee shall be considered as having an ownership interest in the Leased Premises valued at an amount equal to the amount of the Additional Rentals paid pursuant to this subsection (b)(ii).

(c) **Source of Payment of Rentals.** The annual rentals set forth in Section 2(a) hereof and the Additional Rentals shall be payable solely from the 61st Avenue and SR 51 Economic Development Area Principal and Interest Account of the Redevelopment District Bond Fund (the "Bond Fund"). The Lessee may pay the annual rentals and the Additional Rentals, or any other amounts due hereunder, from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any annual rentals or Additional Rentals or any other amounts due hereunder from any moneys or properties of the Lessee except the revenues deposited into the Bond Fund.

3. **Payment of Rentals.** All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank or trust company designated as Trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture"), or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition and construction of the Leased Premises. Any successor trustee under the Indenture shall be endorsed on this Lease at the end hereof by the parties hereto as soon as possible after selection, and such endorsement shall be recorded as an addendum to this Lease. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

4. **Abatement of Rent; Substitution.** If any part of the Leased Premises is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use by the Lessee, it shall then be the obligation of the Lessor to restore and reconstruct that portion of the Leased Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or reconstruction more than the condemnation proceeds received by the Lessor.

If any part of the Leased Premises shall be partially or totally destroyed, or is taken under the exercise of the power of eminent domain, so as to render it unfit, in whole or part, for use or occupancy by the Lessee, the rent shall be abated for the period during which the Leased Premises or such part thereof is unfit or unavailable for use, and the abatement shall be in proportion to the percentage of the Leased Premises which is unfit or unavailable for use or occupancy.

Notwithstanding the foregoing, the Leased Premises may be amended to add additional property to the Leased Premises or remove any portion of the Leased Premises, provided however, following such amendment, the rental payable under this Lease shall be based on the value of the portion of the Leased Premises which is available for use, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds. In the event that all or a portion of the Leased Premises shall be unavailable for use by the Lessee, subject to the completion of any process required by law, the Lessor and the Lessee shall amend the Lease to add to and/or replace a portion of the Leased Premises to the extent necessary to provide for available Leased Premises with a value supporting rental payments under the Lease sufficient to pay when due all principal of and interest on outstanding Bonds.

5. **Maintenance, Alterations and Repairs.** The Lessee may enter into agreements with one (1) or more other parties for the operation, maintenance, repair and alterations of all or any portion of the Leased Premises. Such other parties may assume all responsibility for operation, maintenance, repairs and alterations to the Leased Premises. At the end of the term of this Lease,

the Lessee shall deliver the Leased Premises to the Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted.

6. **Insurance.** During the full term of this Lease, the Lessee shall, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage insurance with reference to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) on account of each occurrence with one (1) or more good and responsible insurance companies. Such public liability insurance may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises, and shall be made payable to the Lessor, the Lessee, and the Trustee and to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana and deposited with the Lessor and the Trustee. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rentals payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

The insurance policies described in this Section 6 may be acquired by another party and shall satisfy this Section as long as the Lessor, the Lessee and the Trustee are named as additional insureds under such policies. Such coverage may be provided by scheduling it under a blanket insurance policy or policies.

7. **Eminent Domain.** If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by the Trustee under the Indenture.

Such proceeds shall be applied in one (1) or more of the following ways:

- (a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of that power of eminent domain, or
- (b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of the Act and the Plan (the improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the Lessor and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent

domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited in the sinking fund held by the Trustee under the Indenture and applied to the repayment of the Bonds.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

8. **General Covenant.** The Lessee shall not assign this Lease or mortgage, pledge or sublet the Leased Premises herein described, without the written consent of the Lessor. The Lessee shall contract with the other parties to use and maintain the Leased Premises in accordance with the laws, regulations and ordinances of the United States of America, the State of Indiana, the City and all other proper governmental authorities.

9. **Tax Covenants.** In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Lessee and the Lessor represent, covenant and agree that neither the Lessor nor the Lessee will take any action or fail to take any action with respect to the Bonds, this Lease or the Leased Premises that will result in the loss of the exclusion from gross income for federal tax purposes of interest on the Bonds under Section 103 of the Code, nor will they act in any other manner which will adversely affect such exclusion; and it will not make any investment or do any other act or thing during the period that the Bonds are outstanding which will cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

The covenants in this Section are based solely on current law in effect and in existence on the date of issuance of the Bonds. It shall not be an event of default under this Lease if interest on any Bonds is not excludable from gross income pursuant to any provision of the Code which is not in existence and in effect on the issue date of the Bonds.

All Officers, Members, Employees and Agents of the Lessor and the Lessee are authorized to provide certifications of facts and estimates that are material to the reasonable expectations of the Lessor and the Lessee as of the date the Bonds are issued and to enter into covenants on behalf of the Lessor and the Lessee evidencing the Lessor's and the Lessee's commitments made herein. In particular, all or any Members or Officers of the Lessor and the Lessee are authorized to certify and enter into covenants regarding the facts and circumstances and reasonable expectations of the Lessor and the Lessee on the date the Bonds are issued and the commitments made by the Lessor and the Lessee herein regarding the amount and use of the proceeds of the Bonds.

Notwithstanding any other provisions hereof, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal income tax law (the "Tax Exemption") need not be complied with if the Lessee receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

10. **Option to Renew.** The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and the Lessee shall exercise this option by written notice to the Lessor given upon any rental payment date prior to the expiration of this Lease.

11. **Option to Purchase.** The Lessor hereby grants to the Lessee the right and option, on any date, upon sixty (60) days' written notice to the Lessor, to purchase the Leased Premises, or any portion thereof, at a price equal to the amount required to pay all indebtedness incurred on account of the Leased Premises, or such portion thereof (including indebtedness incurred for the refunding of any such indebtedness), including all premiums payable on the redemption thereof and accrued and unpaid interest, and including the proportionate share of the expenses and charges of liquidation, if the Lessor is to be then liquidated. In no event, however, shall such purchase price exceed the capital actually invested in such property by the Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor in connection with the acquisition and financing of the Leased Premises: organization expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee in order to purchase the Leased Premises, or any portion thereof, including, but not limited to all indebtedness incurred on account of the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, the Lessor will upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee, or any entity (including the City) designated by the Lessee, all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to the property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee and to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises, or any portion thereof as set forth above, by the Lessee or conveyance of the Leased Premises, or any portion thereof as set forth above, to the Lessee or the Lessee's designee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that the Lessee shall be under any obligation to purchase the Leased Premises, or any portion thereof as set forth above, or under any obligation respecting the creditors, members or security holders of the Lessor.

12. **Transfer to Lessee.** If the Lessee has not exercised its option to renew in accordance with the provisions of Section 10, and has not exercised its option to purchase the Leased Premises, or any portion thereof, in accordance with the provisions of Section 11, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises, or such portion thereof remaining, shall thereupon become the absolute property

of the Lessee, subject to the limitations, if any, on the conveyance of the site for the Leased Premises to the Lessor and, upon the Lessee's request the Lessor shall execute proper instruments conveying to the Lessee, or to any entity (including the City) designated by the Lessee, all of Lessor's title to the Leased Premises, or such portion thereof.

13. **Defaults.** If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct such default; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

14. **Notices.** Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: City of Hobart Redevelopment Authority, Attention: President, 414 Main Street, Hobart, Indiana; (b) to Lessee: City of Hobart Redevelopment Commission, Attention: President, 414 Main Street, Hobart, Indiana.

The Lessor, the Lessee and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

15. **Successors or Assigns.** All covenants of this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

16. **Construction of Covenants.** The Lessor was organized for the purpose of acquiring, constructing, equipping and renovating local public improvements and leasing the same to the Lessee under the provisions of the Act. All provisions herein contained shall be construed in accordance with the provisions of the Act, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of the Act, the Act shall be deemed to be controlling and binding upon the Lessor and the Lessee; provided, however, any amendment to the Act after the date hereof shall not have the effect of amending this Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed for and on their behalf on the date first written above.

LESSOR:

**CITY OF HOBART
REDEVELOPMENT AUTHORITY**

President

LESSEE:

**CITY OF CITY OF HOBART
REDEVELOPMENT COMMISSION**

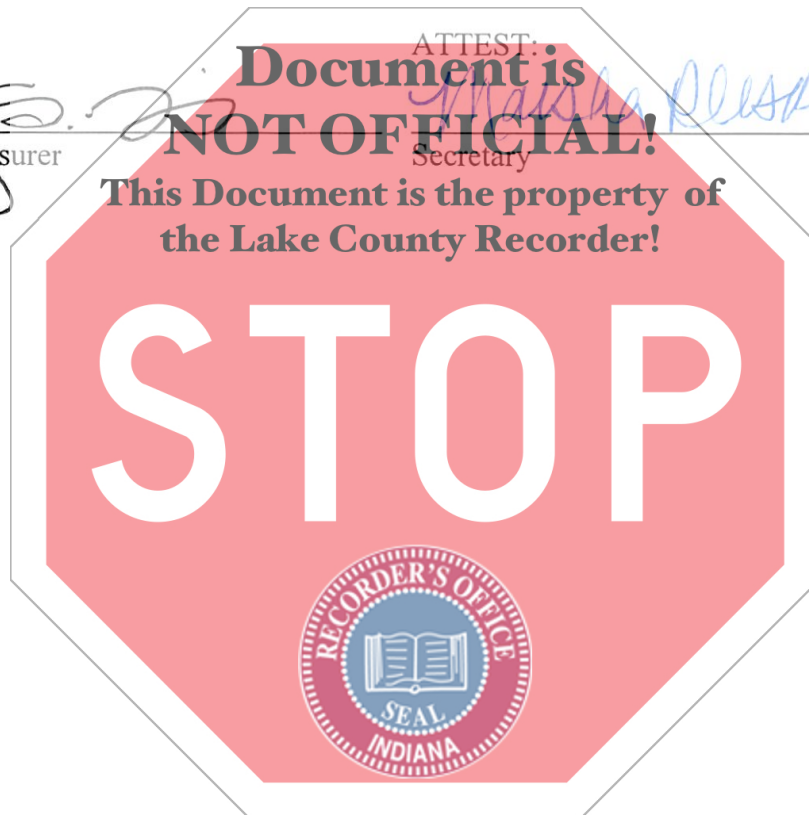
President

ATTEST:

[Signature]
Secretary-Treasurer

ATTEST:

[Signature]
Secretary



[Signature Page to Lease]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Christopher Perez and Emily Se Doris, personally known to be the President and Secretary-Treasurer, respectively, of the City of Hobart Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this 2nd day of December, 2019.

(Seal)

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for this City and State, personally appeared Carla Houck and Marsha Alesac, personally known to be the President and Secretary, respectively, of the City of Hobart Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this 2nd day of December, 2019.

(Seal)

Document is Randolph R. Rompola
 (Written Signature)
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder. (Printed Signature)
 RANDOLPH RICHARD ROMPOLA
 Notary Public, State of Indiana
 Commission Number: 681655
 My Commission Expires
 March 10, 2024

My Commission expires: _____ My county of residence is: _____

STOP

RECORDER'S OFFICE
 INDIANA

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

Randolph R. Rompola

[Notary Page to Lease]

This instrument was prepared by Randolph R. Rompola, Barnes & Thornburg LLP,
100 North Michigan, South Bend, Indiana 46601.

EXHIBIT A

DESCRIPTION OF PROJECT

City of Hobart, IN: 69th Avenue Project Description

Improvements to the traffic corridor include the full reconstruction of 69th Avenue with concrete curb and gutter, improved storm water conveyance, and the addition of a sidewalk along the north side of 69th Avenue. The road will include one 14-foot travel lane in each direction with a 4-foot paved median section. Additionally, sight distance deficiencies will be corrected and the intersection of 69th Avenue and Colorado Street will be improved. This intersection of 69th and Colorado Street will become a roundabout and will be shifted southerly to accommodate a future railroad overpass bridge to be constructed on Colorado Street over the CN Railroad. Street lighting will be provided at a minimum at the roundabout but may extend the entire length of the corridor.

Sanitary sewers will be installed from west of Colorado Street to the east to the railroad tracks that intersect with 69th Avenue.

Overhead NIPSCO electric and Comcast telecom will be relocated and the portion from approximately the western limit of the Meadows Subdivision to the Colorado Street roundabout will be buried underground. Residential services will be buried within the limits of the overhead burial. Other utilities will relocate to accommodate the overall roadway improvements.

TRAX Project Description

The TRAX Project will include the construction of an overpass on Colorado Street over the CN Railroad location just north of 69th Avenue. This project will also include sidewalk, lighting, drainage, and reconstruction of the Colorado Street approaches on the north and south sides of the overpass and all related infrastructure improvements.

61st Avenue and Marcella Boulevard Intersection Improvement Project

The 61st Avenue and Marcella Blvd. Intersection Improvement Project includes the reconstruction and reconfiguration of said intersection from a traffic signal into a 3-lane, four leg roundabout intersection. This project will also include the reconstruction of the approach legs to provide accommodating receiving lanes on 61st Avenue and Marcella Blvd. Additionally, the project will include curb and gutter, storm sewer, lighting, landscape, utility relocations, and various improvements to provide a complete project

EXHIBIT B

DESCRIPTION OF REAL ESTATE

The Real Estate consists of interest in real estate currently owned by the City and transferred to the Lessor with generally consists of 69th Avenue in the City from its intersection with Mississippi Street to its intersection with Colorado Street as more particularity described below:

A part of the southeast quarter of Section 10, a part of the northeast quarter of Section 15, a part of Section 11, and a part of Section 14, all in Township 35 North, Range 8 West, Lake County, Indiana, described as follows: Beginning on the east line of said Section 11, North 0 degrees 01 minute 27 seconds East (bearings based on the Location Control Route Survey Plat recorded as Document 2019-008818, all referenced documents are recorded in the Office of the Recorder of Lake County, Indiana) 3.56 feet from the southeast corner of said section, being on the prolonged south right-of-way of 69th Avenue, per Commissioner's Book #39, page #237, Order #37, dated Aug. 17, 1925 (unless otherwise cited, all referenced right-of-way is based on said Commissioner's Order); thence along said prolonged south right-of-way line and the south right-of-way line of 69th Avenue the following sixteen (16) courses: 1) North 89 degrees 56 minutes 15 seconds West 396.91 feet to the north line of said Section 14; 2) continue North 89 degrees 56 minutes 15 seconds West 932.29 feet to the east line of a tract of land conveyed to the City of Hobart from Joseph J. Petrone, Sr. in Instrument Number 2019-046438 (Petrone conveyance); 3) South 0 degrees 01 minute 32 seconds East along the east line of said Petrone conveyance 40.00 feet to the southeast corner thereof; 4) North 89 degrees 56 minutes 15 seconds West along the south line of said Petrone conveyance 56.84 feet; 5) North 86 degrees 30 minutes 14 seconds West along the south line of said Petrone conveyance 250.45 feet; 6) North 89 degrees 56 minutes 15 seconds West along the south line of said Petrone Conveyance 25.48 feet to the southwest corner thereof, being the southeast corner of a tract of land conveyed to the City of Hobart from Michael K. Garus in Instrument Number 2019-032252 (Garus conveyance); 7) continue North 89 degrees 56 minutes 15 seconds West along the south line of said Garus conveyance 299.52 feet; 8) North 89 degrees 29 minutes 23 seconds West along the south line of said Garus conveyance 198.96 feet to the southwest corner thereof; 9) North 0 degrees 00 minutes 47 seconds East along the west line of said Garus conveyance 23.45 feet; 10) North 89 degrees 56 minutes 15 seconds West 448.63 feet; 11) North 89 degrees 36 minutes 23 seconds West 49.82 feet; 12) South 0 degrees 00 minutes 47 seconds West 10.00 feet to the prolonged south line of 69th Avenue per Lincolnway Farms Inc.

Green Acres Development, a subdivision recorded in Plat Book 23, Page 14; 13) North 89 degrees 24 minutes 59 seconds West along said prolonged south line and the south line of 69th Avenue 1,322.95 feet to the northwest corner of Lot 1 in said Lincolnwood Farms; 14) North 0 degrees 00 minutes 47 seconds East 10.00 feet; 15) North 89 degrees 24 minutes 59 seconds West 1,263.14 feet to the northeast corner of a tract of land conveyed to the City of Hobart from Be Linda F. Rehn in Instrument Number 2019-053909 (Rehn Conveyance); 16) South 51 degrees 35 minutes 14 seconds West along the southeast line of said Rehn Conveyance 63.57 feet; thence leaving said south right-of-way line of 69th Avenue and running North 89 degrees 24 minutes 59 seconds West 10.00 feet to the west line of said Section 14, being the east line of said Section 15; thence continue North 89 degrees 24 minutes 59 seconds West 40.00 feet to the corporate boundary between the City of Hobart and the Town of Merrillville; thence North 0 degrees 00 minutes 29 seconds East along said corporate boundary 100.00 feet to the prolonged north right-of-way of said 69th Avenue; thence along said prolonged north right-of-way and the right-of-way of 69th Avenue the following fifteen (15) courses: 1) South 89 degrees 24 minutes 59 seconds East 40.00 feet to the east line of said Section 10, being the west line of said Section 11; 2) continue South 89 degrees 24 minutes 59 seconds East 51.89 feet to the northwest corner of a tract of land conveyed to the City of Hobart from MODRAK Partners in Instrument Number 2019-060628 (MODRAK conveyance); 3) continue South 89 degrees 24 minutes 59 seconds East along the north line of said MODRAK conveyance 741.88 feet to the northeast corner thereof; 4) South 0 degrees 00 minutes 02 seconds West along the east line of said MODRAK conveyance 20.00 feet; 5) South 89 degrees 24 minutes 59 seconds East 1,852.16 feet; 6) North 0 degrees 06 minutes 02 seconds East 10.00 feet to the southwest corner of The Meadows, a subdivision recorded in Plat Book 100, Page 62; 7) South 89 degrees 25 minutes 24 seconds East 845.01 feet along the south line of The Meadows to the east line of Marsh View Street, being also the west line of a tract of land conveyed to the City of Hobart from The Meadows POA in Instrument Number 2019-036497 (Meadows conveyance); 8) North 0 degrees 33 minutes 18 seconds East along the east line of Marsh View Street and the west line of said Meadows conveyance 12.29 feet to the northwest corner said Meadows conveyance; 9) South 89 degrees 56 minutes 15 seconds East along the north line of said Meadows conveyance 327.34 feet; 10) North 87 degrees 12 minutes 01 second East along the north line of said Meadows conveyance 100.12 feet; 11) South 89 degrees 56 minutes 15 seconds East along the north line of said Meadows conveyance 56.79 feet to the northeast corner thereof, being the northwest corner of a tract of land conveyed to the City of Hobart from Alan A. Metz and Margaret Metz in

Instrument Number 2019-060630 (Metz conveyance); 12) continue South 89 degrees 56 minutes 15 seconds East 693.21 feet along the north line of said Metz conveyance; 13) South 82 degrees 20 minutes 34 seconds East along the north line of said Metz conveyance 151.33 feet; 14) South 89 degrees 56 minutes 15 seconds East along the north line of said Metz conveyance 350.00 feet; 15) North 31 degrees 01 minute 35 seconds East along the northwest line of said Metz conveyance 29.15 feet; thence leaving said north right-of-way line of 69th Avenue and running South 89 degrees 56 minutes 15 seconds East 120.93 feet to the east line of said Section 11; thence South 0 degrees 01 minute 27 seconds West along said east line 65.00 feet to the point of beginning and containing 6.930 acres, more or less.



EXHIBIT C

ADDENDUM TO LEASE BETWEEN CITY OF HOBART REDEVELOPMENT AUTHORITY, LESSOR AND CITY OF HOBART REDEVELOPMENT COMMISSION, LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 2019, by and between City of Hobart Redevelopment Authority (the "Lessor"), and City of Hobart Redevelopment Commission (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2019 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the parties to the Lease that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSOR

LESSEE

CITY OF HOBART REDEVELOPMENT AUTHORITY

CITY OF HOBART REDEVELOPMENT COMMISSION

President

President

ATTEST:

ATTEST:

Secretary-Treasurer

Secretary

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

Randolph R. Rompola

This instrument was prepared by Randolph R. Rompola Barnes & Thornburg LLP, 100 North Michigan, South Bend, Indiana 46601.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

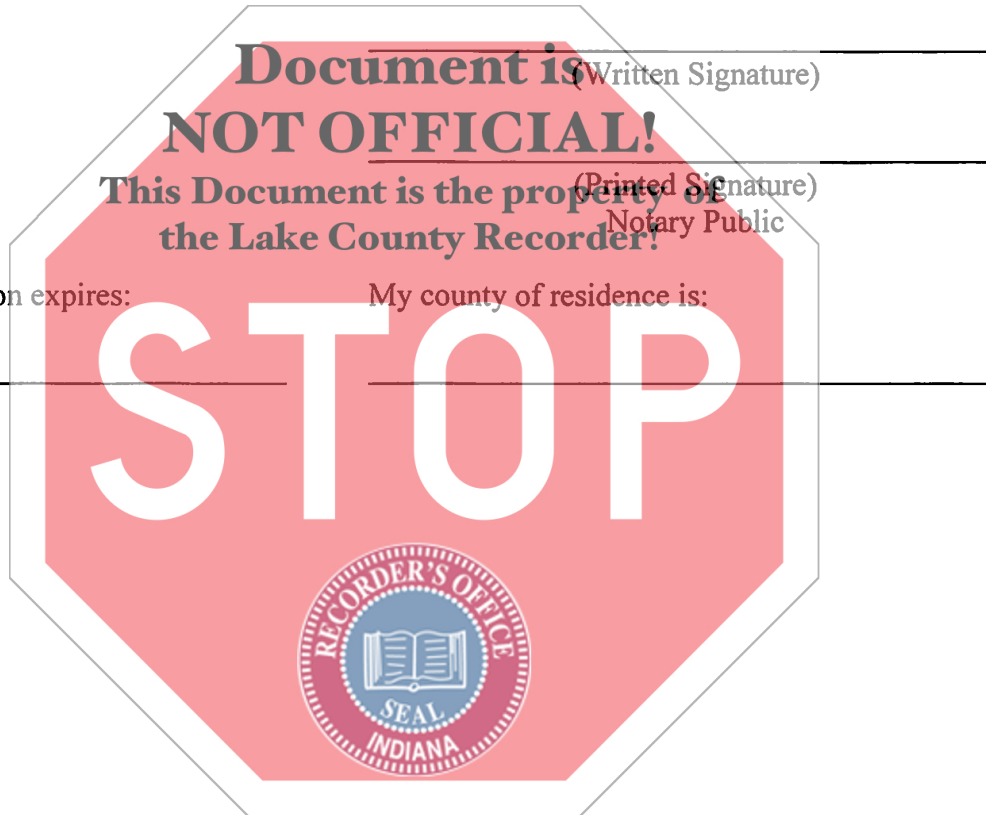
Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary-Treasurer, respectively, of the City of Hobart Redevelopment Authority (the "Authority"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Authority.

WITNESS my hand and notarial seal this _____ day of _____, 2019.

(Seal)

My Commission expires:

My county of residence is:



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

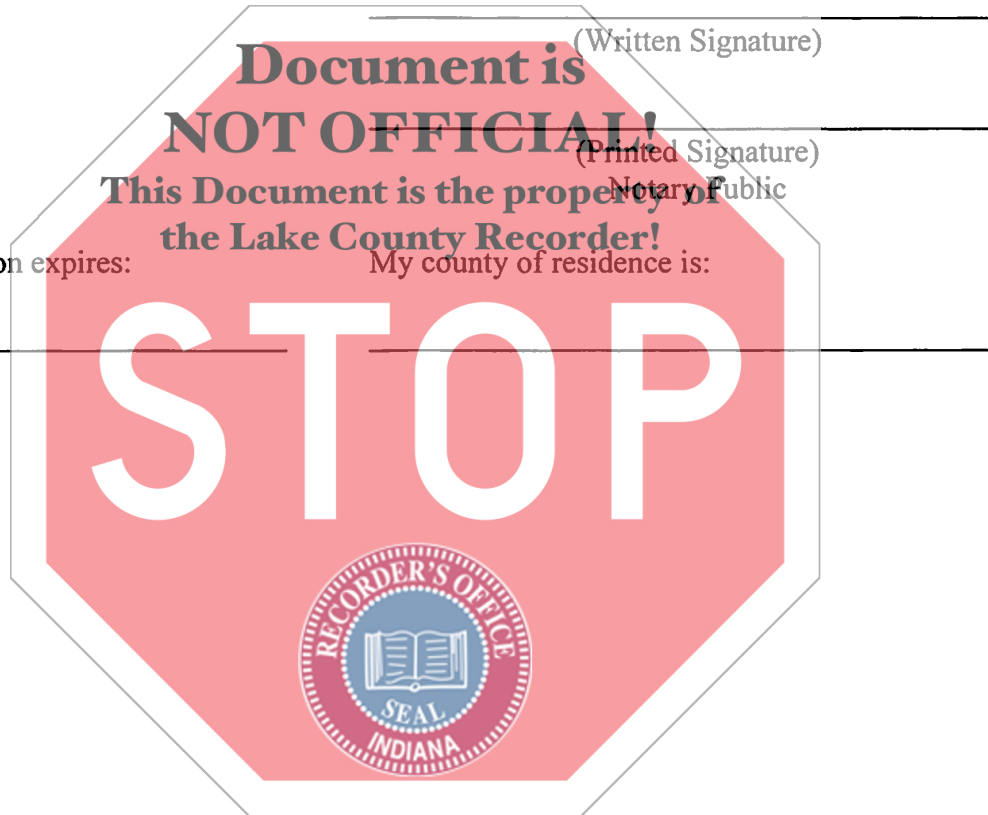
Before me, the undersigned, a Notary Public in and for this City and State, personally appeared _____ and _____, personally known to be the President and Secretary, respectively, of the City of Hobart Redevelopment Commission (the "Commission"), and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of the Commission.

WITNESS my hand and notarial seal this _____ day of _____, 2019.

(Seal)

My Commission expires:

My county of residence is:



Appendix I to Addendum to Lease

Adjusted Rental Schedule

<u>Payment</u>	<u>Total</u>
<u>Date</u>	<u>Rental Payment</u>

